

**AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION**

**OF THE**

**METROPOLITAN SCHOOL DISTRICT**

**OF WASHINGTON TOWNSHIP**

**AND THE**

**WASHINGTON TOWNSHIP**

**EDUCATION ASSOCIATION**

**2020-2021**

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## ARTICLE I RECOGNITION

### Section 1. Exclusive Representative

The Board of Education of the Metropolitan School District of Washington Township (herein noted as the Board) hereby recognizes the Washington Township Education Association, Inc. (herein noted as the Association) as the exclusive representative of the bargaining unit for representation purposes under I.C. § 20-29-1-1, *et seq.* and for any and all items negotiated in this agreement.

### Section 2. Bargaining Unit

The bargaining unit shall consist of full-time certificated personnel employed by the Metropolitan School District of Washington Township who have no administrative or supervisory responsibilities. Excluded from the bargaining unit shall be supervisors, confidential employees, employees performing security work, any school employee whose employment is not dependent upon the holding of a license or permit, and all other personnel as excluded in IC 20-29-1-1 et seq.. Among these employees, those specifically excluded from the bargaining unit, but not limited thereto, are the Superintendent, associate superintendents, assistant superintendents, directors, principals, assistant principals, administrative assistants, full-time administrative coordinators, psychologists, home school counselors, secondary school department chairpersons, and athletic directors.

### Section 3. Definitions

The following terms shall apply to all articles of the Agreement.

- A. The term "faculty member" or "teacher" shall mean a member of the bargaining unit.
- B. The term "Board" and "Association" shall include authorized officers, representatives, and agents of the Board and/or the Association.
- C. The term "school corporation" shall refer to the Metropolitan School District of Washington Township, Marion County, State of Indiana.
- D. The term "full-time", solely for determining members of the bargaining unit, shall mean those faculty members who are under a regular or temporary contract and are employed two-sevenths (2/7) time or more, or who are homebound teachers scheduled a minimum of ten (10) hours each week of the school year. Further, the following condition is required to be considered full-time: The faculty member must be available to perform the tasks assigned and required for the faculty member's position and use the skills for which the faculty member was hired.
- E. The term "mutual agreement" shall mean bargaining only with ratification by the Association and approval by the school corporation prior to any changes.

## ARTICLE II

## SALARIES

### Section 1. Compensation

Any increase to the salary base for teachers under this section will be retroactive to the start of the current contract year.

#### A. Performance Based Compensation

##### 1. Starting Salary and Salary Range

###### a. Starting Salary.

The starting salary for new teachers with no experience is \$45,000.

A starting teacher in his/her initial year will receive the starting salary without any Performance Based Compensation adjustment provided in this Agreement, if any.

Teachers shall receive one (1) year of experience for each year the teacher (a) previously taught, (b) was on a temporary teacher contract for the School Corporation or (c) previously employed as a teacher by the School Corporation. Each of those years must have met the minimum number of days required by INPRS to count as a year of service.

For J. Everett Light Career Center ("JEL") or affiliate program teachers hired by the School Corporation, the School Corporation shall calculate Years of Experience as follows:

- Teachers Possessing a Workplace Specialist's License: Shall receive (a) one (1) year of experience for each year of occupational experience in the field the teacher is hired to teach or (b) one year of experience for each year of teaching experience.
- Teachers in the Process of Earning a Workplace Specialist's License: Shall be calculated by subtracting one (1) from the total year(s) of occupational experience in the field the teacher is hired to teach.

New hires will be given full years of experience (or JEL teachers with equivalent experience in private sector) and hired at the mode of +/- \$300 of others with same level of experience in the School Corporation. The mode for teachers will be determined based on years of experience as a teacher in the School Corporation and include all raises from prior Agreements. In the event that a mode for a particular level of experience does not exist, the School Corporation's Human Resources Director and the Association President will agree on a salary that will be at or in between the modes for the two closest years of experience.

In addition, the new hire salary for teachers previously employed in the School Corporation will be paid at the higher of two salary options—(a) the last CBA salary the teacher was paid in the School Corporation up to an additional \$1,000 or (b) correct placement under this section.

b. Salary Range.

The Salary Range is \$45,000 to \$85,617.

2. Performance Based Compensation

Teachers who receive a prior year evaluation ranking of “needs improvement” or “ineffective” are ineligible for any raise, increase, or stipend under this Agreement.

Teachers who met the criteria below during the previous school year but are on leave for the entire current school year will receive this school year’s increase in their base salary when the teacher returns to active at-work status.

Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be distributed to eligible teachers in the form of a stipend.

a. Base Salary Increase

For the current contract year, teachers who satisfy the Evaluation and Experience requirements will receive a base salary increase of 1% of the teacher’s 2019-2020 base salary plus One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00). Evaluation and experience account for an equal share of the reason for the base salary increase.

Evaluation eligibility will be defined as all of the following:

- (i) Did not have an evaluation ranking for the previous year of either “ineffective” or “needs improvement”; and
- (ii) Were eligible to receive an evaluation pursuant to the Metropolitan School District of Washington Township’s Teacher Evaluation Guidelines in the prior school year; and
- (iii) Were determined as not having a negative impact upon student learning pursuant to the IDOE guidelines; or
- (iv) Meets the exception of IC 20-28-9-1.5(f).

Experience eligibility shall be defined as the requirement to be present for a minimum number of days in the prior school year in order to receive a qualifying evaluation in the Metropolitan School District of Washington Township.

The Association and School Corporation acknowledge that the \$1.5 million committed by the School Corporation in 2021 operating referendum were bargained and reflected in this Agreement.

B. INPRS

The Board shall pay to the Indiana Public Retirement System (“INPRS”) the teacher’s three percent (3%) contribution obligation to the INPRS.

C. Daily Rate

A teacher’s “daily rate” shall be determined by dividing the teacher’s Regular Teacher’s Contract Salary by the number of teacher contract days in the Regular Teacher’s Contract.

D. Hourly Rate

A teacher’s “hourly rate” shall be determined by dividing the daily rate by 7, subject to State statutes and regulations for determining an hourly rate for Supplemental Service Teacher Contracts, or as those may be revised.

E. Summer School

Teachers will be paid only for each day worked during summer school.

F. Homebound

A homebound teacher who is part of the bargaining unit shall be paid his/her hourly rate (up to \$50/hour) for each hour of instruction, as defined in Section 1(C), above.

G. National Board Teacher Certification

A teacher who possesses a valid National Board of Professional Teaching Standards (“NBPTS”) Certification at the beginning of the school year will be paid a stipend of One Thousand Dollars (\$1,000.00). This stipend is provided outside of the compensation plan.

H. Stipend

Teachers will receive a stipend of Two Thousand Dollars and Zero Cents (\$2,000) payable on or before December 11, 2020.

In the event that tuition support grant funds increase due to an increase in average daily membership (ADM) as counted in the February 2021 count, 65% of those funds will be distributed as a one-time stipend no later than March 31, 2021 to teachers employed with the District as of the distribution date provided however that if the amount is less than \$250 per teacher those funds are retained for future bargaining.

I. Additional Compensation for Teaching Classes in Excess of the Normal Full Load

Faculty members who are required to teach an additional class above the normal full load assignment as defined through discussion for their employment shall receive additional compensation in an amount equal to the appropriate proportional increase of their individual daily base salary for the duration of the assignment, to be fully compensated by the first pay after the concluding date of the assignment.

## Section 2. Extra-Curricular Pay Schedules

### A. Extra-Curricular Schedule

Faculty members involved in extra-curricular activities shall be compensated according to the schedule set forth in Appendix 1.

### B. Athletic Schedule

The athletic schedule contained in Appendix 1 shall be applicable to all athletics. It is not the intent of either the Board of Education or the Association to allow discrimination in the compensation of coaches on the basis of sex.

### C. New Positions

The Association agrees that the Board has authority to establish new positions of an extra-curricular or extra duty nature during the term of this Agreement and to recommend the rate of pay for the position. The Board recognizes a responsibility to advise the Association of the newly created position, and in the event such position is created, the rate of pay will be established by agreement between the Superintendent, or Superintendent's designee, and the Association President.

## Section 3. Payment of Salaries

### A. Pay Periods

The annual contract salary of faculty members shall be paid in twenty-six (26) consecutive bi-weekly payments, except that on written irrevocable notice prior to August 1, an individual teacher may select to receive his/her contract salary in twenty-one (21) consecutive bi-weekly payments. New hires who begin their employment with the School Corporation on the first contract day of the school year will receive twenty-seven (27) bi-weekly payments during that contract year. For those teachers who have made a timely election, their elected pay option shall remain in effect unless changed in writing by the date noted above.

Certain extra-curricular positions which are set forth in Appendix 1 will be paid in two pays as indicated in Appendix 1.

Except as otherwise specifically provided in this section, but otherwise in accordance with section 409A of the Internal Revenue Code and the Treasury Regulations thereto ("409A"), the time or schedule of any payment of salary will not be accelerated.

Teachers retiring pursuant to the Indiana Public Retirement System ("INPRS") at the end of the school year will receive their remaining pay before the end of June.

Teachers otherwise resigning by June 7 without retiring at the end of the school year with the INPRS, that teacher may choose to receive their remaining pay in accordance with the district's regularly scheduled pay dates otherwise the teacher will be paid out on the pay date for the pay



period which includes the last day of work. Teachers resigning after June 7<sup>th</sup> will be paid out at the pay date for the pay period in which the last day of work occurs.

A teacher who resigns and leaves employment before the end of the school year or who dies during the school year will receive their remaining pay in the pay check for the pay period immediately following the pay period in which the teacher died or had their last paid day.

It is intended that the foregoing provisions will comply with the provisions of 409A, so as to prevent the inclusion in gross income of any benefit accrued hereunder in a taxable year that is prior to the taxable year in which such amount would otherwise be actually distributed or made available to the teacher. The foregoing provisions of this section shall be construed and administered in a manner to comply with 409A and shall not be amended or terminated in a manner that would cause a teacher's salary to be subject to early inclusion in income as provided in 409A.

The first pay day for the 2020-2021 school year will be September 2, 2020. In no case, shall this schedule cause more than 26 pay days in any calendar year except those teachers who have been on a pay schedule or receives his/her first pay check earlier than the regularly scheduled pay date. Commencing with the 2020-2021 school year, those teachers who had been receiving their pay on an earlier schedule than the regular schedule will have their pay date schedule changed so that all teachers will be on the same pay date schedule. Each of those employees will be individually offered the following two options:

1. Twenty-seven (27) pays for the 2020-2021 school year; or
2. A four (4) week gap between the last pay for the 2020-2021 school year and the first pay of the 2021-2022 school year.

#### Section 4. Deductions for Absence

Deductions for daily absences of faculty members covered by provisions, hereinafter listed, shall be made at the rate of one over the number of days contracted of the annual contracted salary.

#### Section 5. Reimbursement for Automobile Use

##### A. Mileage

Faculty members required to use their personal automobile in the course of their work to drive between buildings or authorized business of the school district, shall receive mileage payments at the I.R.S. rate per mile for mileage driven when itemized on the prescribed travel claim form. The Board shall provide supplemental liability protection on these occasions limited to the amount of coverage provided in Article VII, Section 5 of this Agreement.

#### Section 6. Adult Evening School Course Tuition Free Enrollment

Faculty members may register for courses offered in the Adult Evening School Program by the School Corporation. In the event the minimum enrollment has been met and the maximum enrollment has not been exceeded, as of the end of the first scheduled class session, faculty members will be accepted for

enrollment without charge for tuition. In the event that openings are available prior to the second session, in classes previously reported as at the maximum enrollment, they will be filled from those on the waiting list with paying participants receiving first priority and then teachers in order of registration.

#### Section 7. Faculty Pass to Athletic Events

All faculty members and a guest may attend, without charge, all athletic events sponsored by the school corporation, except tournaments. Faculty members will use their district issued ID badge to gain admittance to athletic events in the district for themselves and a guest. The parties agree that teacher presence at athletic events improves community relations and overall conduct.

#### Section 8. Professional Development Compensation

Any professional development work performed beyond the contractual year or contractual day shall be compensated at a rate determined by the Board of Education.

#### Section 9. Additional Employment of Part-Time Teachers

##### A. Part-time Rates

Teachers employed on a contract providing less than full-time employment shall be paid the difference between their contracted daily rate and a full-time daily rate for their training and experience when they are required to be at work for a full-day, except as noted in Paragraph B following.

##### B. Substitute Rate

Teachers employed on a contract providing less than full-time employment who accept a substitute teacher assignment shall be paid no less than two-third (2/3) of the substitute teacher rate determined solely by the Board, unless the substitute assignment is with the class normally a part of the teacher's regular assignment. In those cases where the substitute assignment is with the class normally a part of the teacher's regular assignment, the rate of pay shall be the difference between the teacher's contracted daily rate and a full-time daily rate for the teacher's training and experience.

#### Section 10. Background and Criminal History Checks

The School Corporation shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per IC 20-26-5-10. However, new teachers shall be required to pay costs of all criminal history and child protection index checks as part of the hiring process.

### **ARTICLE III** **LEAVES**

#### Section 1. Definition of Days

For the purposes of the leave article, reference to "day" shall be interpreted as a time period equal to the length of the individual teacher's paid day.

Section 2. Illness Leave

A. Leave Provisions

Each faculty member shall be granted ten (10) days of Illness leave to prevent loss of compensation for the following:

1. physical disability, illness, injury, medical appointment, or quarantine of the teacher; or
2. physical disability, illness, injury, medical appointment, or quarantine of a member of the teacher's immediate family as defined in section 6(B) below.

Teachers whose first day of work is after the day this contract is approved shall receive Illness Leave as follows:

<b>Month Hired</b>	<b>Personal Illness</b>
<b>On or before July</b>	10
<b>Aug</b>	10
<b>Sept</b>	9
<b>Oct</b>	8
<b>Nov</b>	7
<b>Dec</b>	6
<b>Jan</b>	5
<b>Feb</b>	4
<b>Mar</b>	3
<b>Apr</b>	2
<b>May</b>	1

B. Illness in Family

The term "immediate family" shall be interpreted as spouse, children, parents, sisters, brothers, grandparents, aunt, uncle, grandchildren, and each similar relationship established by marriage and any other legal dependent.

C. Accumulation of Illness Leave

1. Accumulation. Accumulated illness leave may be accumulated by one or more of the following three (3) means:

- a. Any unused annual illness days will transfer to the accumulation of illness leave at the end of the school year.
  - b. Any unused personal business leave days will transfer to the accumulation of illness leave at the end of the school year.
  - c. Teachers in his/her second year of employment and thereafter transferring illness leave to MSD Washington Township may transfer up to three (3) days per year to accumulated illness leave.
2. Use of Accumulated Illness Leave. Accumulated Illness Leave may be used for the following:
- a. in the event that teacher uses up their annual illness leave entitlement, a teacher may use accumulated illness leave for his/her personal disability, illness, injury, medical appointments, or quarantine of the teacher; or
  - b. in the event that the annual entitlement of personal business and annual illness leave have already been exhausted, a teacher may use up to eighteen (18) days of accumulation illness leave per school year to deal with a member of the teacher's immediate family, as defined in section 6(B), in regards to physical disability, illness, injury, medical appointments, or quarantine.

D. Assault Leave

Absence of a faculty member due to injury and/or disability resulting from an assault by a student, parent of a student, or legal guardian of a student, shall not be charged against the faculty member's personal illness leave if it is determined that the assault was related to the performance of assigned duties by the faculty member. During the period of absence, the faculty member's salary and benefits shall continue, subject to the following limitations:

- 1. The days for which salary and benefits shall continue under the Assault Leave shall be limited to the number of days of personal illness days accumulated by the faculty member as of the first day of absence due to injury and/or disability resulting from the assault.
- 2. If Workers' Compensation benefits are paid to the faculty member, the faculty member shall return the benefits to the Board.

The combined total number of calendar days for which the faculty member can receive salary and benefits under assault leave and personal illness leave shall extend only to the day on which a faculty member becomes eligible for long-term disability insurance coverage, and on that date, salary and benefits shall terminate.

E. On the Job Injury Leave

The seven (7) day waiting period for Workers' Compensation will not be charged against illness leave and there will be no salary loss during the waiting period if the injury or illness qualifies for Workers' Compensation coverage.

Section 3. Personal Business Leave

A. Leave Provisions/Procedures

Each faculty member shall be entitled to at least four (4) days for the transaction of personal business, the conducting of personal or civic affairs and/or the observance of religious holidays during each year of employment without loss of compensation for the absence. A Personal Business Notification Form (Appendix 2) shall be submitted to the building principal or immediate supervisor prior to the leave. Should a personal emergency result in the use of one or more Personal Business Days, the principal or immediate supervisor shall be notified within 24 hours.

Teachers whose first day of work is after the day this contract is approved shall receive Personal Business Leave as follows:

<b>Month Hired</b>	<b>Personal Business</b>
<b>On or before July</b>	4
<b>Aug</b>	4
<b>Sept</b>	3
<b>Oct</b>	3
<b>Nov</b>	3
<b>Dec</b>	2
<b>Jan</b>	2
<b>Feb</b>	2
<b>Mar</b>	1
<b>Apr</b>	1
<b>May</b>	0

A teacher being held by the School Corporation after resigning his/her position forfeits the right to use personal business days during the holding period.

B. Accumulation

Any unused annual entitlement of personal business days will be added to the accumulation of illness leave.

C. Standards

Each faculty member will be highly ethical in choosing to take a personal leave day. It is the

intent that personal leave days are not to be used for the sole purpose of extending a holiday or school recess period.

#### Section 4. Bereavement Leave

##### A. Leave Provisions

In case of death(s) within the immediate family, the faculty member shall be provided with a leave up to five (5) contract days (or ten (10) consecutive contract days in the event of the death of a spouse or child) immediately following the death, and shall be fully compensated for any of days on which school is in session, provided, however, that if the death occurs during the calendar week prior to the week in which teachers return to work from Summer, Holiday or Spring recess, the teacher's bereavement leave period shall extend to the end of the week in which the teachers return to work, and the teacher shall be compensated for any of the days in the bereavement leave period on which teachers are scheduled to report to work. In the event the funeral of a family member is delayed, up to five (5) contract days of the bereavement leave may be postponed to coincide with the funeral.

##### B. Immediate Family Definition

The immediate family shall be interpreted as spouse, fiancé, children, parents, sisters, brothers, grandparents, aunt, uncle, grandchildren, and each similar relationship established by marriage and any other legal dependent.

##### C. Summer School

Bereavement leave in case of death within the immediate family shall also be available to faculty members employed in summer school.

##### D. Other Bereavement Leave

Leaves not to exceed one (1) day will be granted for funerals in case of death(s) of other family members or that of close friend(s). Arrangements shall be made with the principal one (1) day in advance of the absence.

##### E. Executor/Executrix Leave

In the event that a faculty member is named Executor/Executrix of an estate, that member shall receive up to two (2) leave days within the twelve (12) months following the death to conduct the business of the estate.

#### Section 5. Professional Leave

##### A. Purpose

Professional leave days with pay may be granted for the purpose of:

1. Attending and/or participating in professional meetings related to education workshops, seminars, or conferences.
2. Visiting other classrooms, schools, or educational facilities for the purpose of observing instructional techniques or other instructionally oriented programs.

Professional leave opportunities sponsored by the School Corporation will be communicated to the appropriate grade level or subject area teachers. When other professional leave opportunities are communicated to teachers they will be communicated to all applicable teachers. No teacher will be discouraged from filing application for professional leave.

3. Professional growth activities pursuant to Policy #3242, or its successor.

B. Procedures

Any faculty member who wishes professional leave for the purposes noted in this section shall submit the request to his/her building administrator. Written appeals of any denials shall be forwarded to the Superintendent for action. The Superintendent will respond to the teacher, in writing, and send a copy to the Association President. The faculty member will receive written notification of approval or disapproval. If the request is not approved, the reason(s) for disapproval shall be stated. If approval is given, a substitute faculty member may, when appropriate, be acquired by the administration for the day or days the regular faculty member is on professional leave.

C. Funds

Funds may be provided toward defrayment of expenses incurred by the above-mentioned leaves, except that a faculty member may also be granted the leave at his/her own expense. Faculty members will be expected to give adequate notification on the professional leave form. Forms are available in each school office.

D. Report

The faculty member shall report to the principal on the workshop, seminar, or conference activities. The report shall include recommendations that would benefit his teaching area, school, or school corporation.

E. Education Leave

A faculty member may, at the discretion of the Superintendent, be granted leave without pay for the purpose of enrolling, attending, or traveling to the place where graduate summer school classes are to be held.

Section 6. Jury Duty/Legal Leave

A faculty member, either in regular school or in summer school, called for jury duty, subpoenaed to give testimony before a court (except to give testimony for an alleged personal violation of the law or as a party to a lawsuit, neither of which is related to the faculty member's professional responsibilities), or subpoenaed to give testimony before a governmental administrative board, shall receive full compensation for the leave less the per diem amount received from the court or agency, exclusive of mileage and/or meal reimbursement.

#### Section 7. Association Release Time.

- A. The Association President or designee shall be entitled to fifty (50) days leave for use during the school year to engage in Association activities directly related to the Association's duties as the exclusive representative of the teachers without loss of compensation. The Association will pay the current cost of the substitute.
- B. Additionally, the WTEA President will work with his or her building principal to determine a schedule that would allow Association release for the President of one less class and no advisory class for the 2020-2021 school year only.

#### Section 8. Unpaid Leaves of Absence

##### A. Purpose: Personal

An unpaid leave of absence of not more than one (1) school year shall be granted to any faculty member, upon application, for the purpose of:

1. A health leave for a faculty member requiring treatment or recuperation, provided that the need for action is certified by the attending physician.
2. Assuming responsibilities associated with the immediate family resulting from illness or other conditions of an emergency nature provided that such action is verified by the attending physician.
3. To care for a child from anytime following the birth or adoption of the child until one (1) year following the birth or adoption. A copy of the child's birth or adoption certificate shall be submitted with the application for the leave.

##### B. Purpose: Training

An unpaid leave of absence of not more than one (1) school year may be granted to any tenured faculty member<sup>1</sup>, upon application, for the purpose of:

1. Engaging in additional studies at an accredited college or university.
2. Obtaining additional teaching background and experience by participating in an Exchange Teacher Program, foreign or domestic; full time participation in any

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<sup>1</sup> "Tenured faculty member" shall mean any teacher who was worked three (3) consecutive school years prior to requesting any leave.



government sponsored training or education program such as VISTA, Job Corps, Peace Corps, etc.; teaching in an American dependent school, foreign, or domestic; for purpose of participating in an approved cultural travel or work program related to his or her professional training. Experience credit will apply to those faculty members who are on leave as detailed in this paragraph.

C. Purpose: Officers/Staff

A leave of absence shall be granted to a tenured faculty member<sup>2</sup> for the purpose of serving as an elected officer or teacher of a professional association, either local, state, or national. The leave shall be limited to the term of office for elected officers and one (1) year for teachers.

In the event that a leave of absence on an occasional basis is granted to a tenured faculty member for the purpose of serving as an elected officer or a staff member of a professional association, either local, state, or national, the applicable association shall reimburse the school corporation for the total amount of the teacher's salary rather than the teacher suffering a loss of pay.

D. Application

The application for the leave shall indicate the faculty member's anticipated date of return to the school corporation. The returning teacher must confirm the date of return, in writing, thirty (30) days prior to the anticipated date. Upon request, the Superintendent may, at his/her discretion, extend any leave for a period of one (1) school year.

E. Placement Upon Return

Upon ending unpaid leave, a teacher shall be placed in the same or equivalent position for which the teacher is certified.

## Section 9. Military Leave

A. Full Time

Military leave will be granted to any faculty member who is inducted or enlists in any branch of the Armed Forces of the United States. Salary increases or stipends provided while a faculty member is on military leave will be awarded upon the faculty member's return to work with the school corporation. The faculty members shall have up to ninety (90) days after release from active duty to notify the Board of his/her intention to return to the school corporation.

B. Periodic

Members of the Indiana National Guard or of the reserve components or the retired personnel of the naval, air, or ground forces shall be entitled to leave of absence as provided by statute.

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<sup>2</sup> "Tenured faculty member" for purposes of this Section shall mean any teacher who was worked three (3) consecutive school years prior to requesting any leave.

## Section 10. Pregnancy/Childrearing Leave

### A. Pregnancy Leave

Pregnancy leave shall be available to any teacher who is pregnant. A teacher who receives maternity leave during the school year will be granted leave of five (5) consecutive days without the loss of compensation beginning with the birth of the child so long as the leave is not used to extend the maternity leave. Additionally, unpaid leave is available for any period of time between the commencement of pregnancy and one (1) year following the birth of the child as requested by the teacher.

#### 1. Use of Illness Leave

With the exception of the five (5) days provided above, pregnancy leave shall be without pay except that all or part of the leave may be charged, at the teacher's discretion, to her available illness leave days. During the first six (6) week period after the date of birth no medical certification of disability will be required in order to use illness leave days. Beyond the six (6) week period after the date of birth, the use of illness leave days may require the certification of disability by the attending physician if requested by the Board.

#### 2. Application

Applications for pregnancy leave must be given to the Superintendent. If the necessity for the leave is foreseeable based on the expected birth, the teacher shall provide the Superintendent with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of birth requires the leave to begin in less than thirty (30) days, the teacher shall provide such notice as is practicable. The applications must include the following:

- a. Starting date of the leave.
- b. Expected length of the leave.
- c. Physician's statement certifying the pregnancy and any period of disability should such exist.

#### 3. Emergencies

In the event of an untimely termination of a pregnancy, any teacher who has not been granted pregnancy leave may request and shall be granted an unpaid leave of up to twelve (12) weeks.

### B. Child Rearing Leave

Child rearing leave is available to any teacher for a period of time not to exceed one (1) year following the birth of a child. The leave shall be without pay. If a leave extends into a summer break, the teacher has the responsibility to contact the Human Resources Office by May 1<sup>st</sup> to

confirm the arrangement for a return to work date or to give notice of resignation.

1. Application

Applications for child rearing leave shall include the following:

- a. Starting date of the leave.
- b. Expected length of the leave.
- c. Birth certificate of the child.

2. Exception

In those cases where both parents are employees of the Board, child rearing leave shall only be available to one parent, and may only be taken in a continuous block of time following the birth.

C. Scheduling

It is recognized by both the Board and the Association that it is in the best interest of the educational process that pregnancy and/or child rearing leave should be scheduled so as to begin and end concurrently with the beginning of either a grading period or a vacation period. In addition, the teacher has a responsibility to contact the administration at least forty-five (45) days in advance of the expected return date to confirm the arrangements or to give notice of resignation.

D. Placement Upon Return

Upon ending a pregnancy or child rearing leave, a teacher shall be placed in the same or equivalent position for which the teacher is certified.

E. Benefits

All benefits to which a faculty member was entitled at the time of the beginning of a pregnancy or child rearing leave, including unused accumulated illness leave, will be restored to the teacher upon return from leave, except that any accumulated illness leave used as a portion of the pregnancy leave will be deducted from the accumulation.

Section 11. Adoptive Leave

A. Paid Leave.

A teacher who is in the process of legally adopting a child of any age shall be granted ten (10) days of leave per school year, of which eight (8) days must be consecutive, during the adoptive process without loss of compensation.

B. Unpaid Leave

1. Length.

Adoptive leave of one (1) year shall be granted to a faculty member. Any faculty member in applying for adoptive leave shall notify the Superintendent in writing. If the necessity for the leave is foreseeable based upon the expected placement of the child, the teacher shall provide the Superintendent with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of placement requires the leave to begin in less than thirty (30) days, the teacher shall provide such notice as is practicable. The leave period shall start when a child is physically given over to the care of the faculty member-parent.

2. Extension of Unpaid Adoptive Leave

Leave of this nature shall be without pay or increment and shall be granted, as requested, for a period not to exceed one (1) year. Upon request prior to April 1, the faculty member-parent may be granted an extended leave of one (1) additional year.

C. Benefits

A faculty member on an adoptive leave shall be afforded the opportunity to continue his/her participation in any insurance program to which he/she was entitled as a faculty member under contract, at his/her own expense, beyond twelve (12) weeks of FMLA leave.

Section 12. Compensatory Leave

A. Compensatory Leave

If, at the end of the school year, any teacher who has accumulated less than six (6) but at least four (4) hours of class cover leave, the teacher shall be credited with one (1) day of compensatory leave, and if any teacher has accumulated at least three (3) hours of class cover leave, the teacher will be credited with one-half ( $\frac{1}{2}$ ) day of compensatory leave for use the following year. Compensatory leave accumulated under the provisions of this section must be used in no less than half-day ( $\frac{1}{2}$ ) portions.

B. Payment

In the event a teacher (during a time when the teacher has no assigned duty or during the teacher's assigned preparation period) is asked by the administration to substitute for another teacher, and accepts (which is provided for information purposes only), the principal shall credit the teacher with compensatory leave time equivalent to the nearest half hour or half period above the amount of time the teacher acted as substitute. If the class cover occurs in a block schedule situation, each middle school block covered is equal to two hours of class cover. Six (6) hours of

compensatory leave time under this paragraph is equivalent to one (1) day's compensatory leave. Upon accreditation, the principal shall provide the teacher with written documentation of the credit. Forms shall be available at each school's office for documentation of compensatory leave.

C. Exception

In the event that the schedule for a school or grade level must be altered due to causes such as, but not limited to, convocations, school programs, or field trips, teachers may not receive class cover credit for the alteration, provided that advance notice of at least one (1) week is given for the alteration.

D. Charged Leave

Further, in the event that a teacher is covered for by other teachers, as a result of personally requesting an absence from the principal, the teacher, whenever covers accumulate to three (3) class periods or one hundred fifty (150) minutes when class periods are not defined, shall have one-half (½) day of leave charged to him/her. Leave time charge shall first be made against earned compensatory leave and if none is available the leave shall be considered as personal business leave, and if this is not available it shall be non-paid leave, except that if the majority of the accumulation results from time used for medical purposes, then the leave time charged shall be made against illness leave time.

E. Accumulation

Compensatory leave must be used no later than the end of the school year following the year in which the leave is earned. Unused compensatory leave days will then accumulate as additional personal business leave, subject to the restrictions placed upon the accumulation of personal business leave. Once the maximum accumulation of personal business days has been reached, any additional unused compensatory leave days will be added to the accumulation of personal illness leave.

Section 13. Political Leave

A. Public Office/Campaign

Leave without pay shall be granted to any faculty member to serve in public office. In addition, a reasonable period of time may be granted to a faculty member for the purpose of campaigning for public office provided evidence is submitted to the Superintendent that the teacher's campaign activities will interfere with the performance of his/her contractual obligations. However, the service credit will not be broken.

B. Notification

The faculty member shall notify the Superintendent of his/her intent prior to the time he/she files for office.

C. County Election Board

One (1) day leave with pay shall be granted to any teacher who is employed by a county election board for the purpose of working in a poll on a general election day or a primary election day. This leave shall be limited to two (2) days per contract year.

Section 14. Leave Reporting

The Board shall report to each teacher the total current leave accrued by and available to the teacher as of the preceding payday. The report shall be included on the teacher's paycheck or pay memo stub. The report shall include remaining available illness and personal business leave.

**ARTICLE IV**  
**INSURANCE**

Section 1. Medical Insurance

A. Medical Insurance/School Corporation Contribution

The following contributions will be paid to the Group Health Insurance Fund. The School Corporation shall contribute monthly the following toward each tier of the group health insurance plans as follows:

Single Plan	\$657.16
Single Plan, Choice 2 only	\$655.83
Employee + Spouse	\$1,281.46
Employee + Child(ren)	\$1,109.26
Family	\$1,521.21

This contribution will be the same for either the PPO Plan or the HDHP Plan.

The teacher's contribution will be deducted from all the pay checks a teacher has for the school year.

Teachers will have access to IU Health Urgent Care Facilities only when the onsite clinic is not open.

B. Part-Time Teacher/Board Contribution

Teachers employed at least forty-three percent (43%) time, but less than seventy-one percent (71%) time shall be eligible for a Board payment equal to one-half that for a full-time faculty member, and those employed at least seventy-one percent (71%) time, but less than full-time shall be eligible for a Board payment equal to three-fourths that for a full-time faculty member. Teachers on a FMLA reduced leave schedule are not considered part-time employees and insurance benefit payments shall be governed by Article VII, Section 10.

C. Limitations

In no case shall the monthly premium provided by the Board exceed the actual monthly premium for the plan selected except as provided for in Section A above. In the event that both a husband and wife are eligible for this payment, one spouse may elect to take an appropriate plan and the monthly Board contribution of each may be applied to the appropriate plan. (The term "appropriate plan" shall mean either the employee plus spouse or family, whatever tier fits the married couple's situation.) In the event this arrangement should pay the entire premium, the employee carrying the plan will be responsible for a payment of one dollar (\$1.00) annually.

D. Information Availability

The Board shall request the carriers to provide information concerning the respective group hospitalization, and medical policy upon a request from the Association.

E. Enrollment

For any new teacher hired to the School District, insurance will begin on September 1 of each new school year. For any new teacher hired after September 1, their insurance will begin the month after they were hired.

A faculty member may apply for membership or make changes in an existing membership in the insurance program(s) according to the terms of the master insurance contract with the providers. Membership or changes shall become effective on the first of the month following application and the withholding of the appropriate premium payments, subject to any limitations imposed by the carrier. If the contribution should pay the entire monthly premium, the employee will be responsible for a payment of one dollar (\$1.00) annually. Faculty members who do not make this election may remain in the group subject to the terms and conditions imposed by the carrier.

F. Changes

During the term of this agreement the providers and benefit schedules of health and dental care insurance shall remain unchanged, except that they may be changed after a review of options is completed and there is mutual agreement between the Board and the Association as to the new carrier and/or benefits schedules. The joint committee to review the possible options will be composed of bargaining unit members appointed by the Association and administrators appointed by the Superintendent.

G. Health and Wellness Clinic.

The cost of the established Health and Wellness Clinic will be paid for through premium deductions and the school corporation will directly pay the clinic vendor.

H. Biometric Screening

All teachers and their spouses enrolled in the MSDWT Health Plan will be required to undergo a Biometric Screening. The Biometric Screening shall be conducted by January 31<sup>st</sup> of each school year. Those teachers and spouses covered by the MSDWT health care plan that have not had their Biometric Screening after June 1<sup>st</sup> but before January 31<sup>st</sup> will incur a premium increase of \$75.00 per month beginning February 1<sup>st</sup> of each school year and continuing through December 31 each year.

I. Fitness Class

A free fitness class offered weekly before or after school (and outside of teacher contract hours) at each building and a wellness class offered at least monthly before or after school at each building by certified or licensed instructors. Classes may include things such as yoga, walking, Zumba, aerobics, healthy cooking, nutrition, weight management, food planning, and mindfulness. Teachers must submit proposals for review and recommendation by the School Corporation wellness coach that are subject to approval by the Director of Human Resources within 10 business days of submission. A class will be held in the building of the teacher who submitted the proposal. At least 7 teachers per class must be



interested and must attend each class. Costs for the class shall not exceed \$75 per class session per building. If participation falls below 7 teachers per class session, then the class will be cancelled. If the School Corporation Wellness Coach can offer the class at the building at the time on the teacher's proposal, then the School Corporation Wellness Coach may provide the service or class. Class participants are limited to School Corporation employees.

Section 2. Dental Insurance/Board Contribution

A. Dental Insurance/Board Contribution

The Board shall provide each eligible full-time faculty member with a monthly payment for the dental plan as follows:

Single Plan	\$26.84
Employee + Spouse	\$52.43
Employee + Children	\$54.93
Family	\$62.00

B. Part-Time Teacher/Board Contribution

Teachers employed at least forty-three percent (43%) time, but less than seventy-one percent (71%) time shall be eligible for a Board payment equal to one-half that for a full-time faculty member, and those employed at least seventy-one percent (71%) time, but less than full-time shall be eligible for a Board payment equal to three-fourths that for a full-time faculty member. Teachers on a FMLA reduced leave schedule are not considered part-time employees and insurance benefit payments shall be governed by Article VII, Section 10.

C. Limitations

In no case shall the monthly premium provided by the Board exceed the actual monthly premium for the plan selected. In the event that both a husband and wife are eligible for this payment, one spouse may elect to take an appropriate plan and the monthly Board contribution of each may be applied to the appropriate plan. (The term "appropriate plan" shall mean either the employee plus spouse or family, whatever tier fits the married couple's situation.) In the event this arrangement should pay the entire premium, the employee carrying the plan will be responsible for a payment of one dollar (\$1.00) annually.

D. Enrollment

Effective with the 2012-2013 plan year for health insurance, the following group of teachers may elect to be separately enrolled in the dental insurance plan:

1. Those teachers immediately prior to the 2012-2013 health insurance plan year who were enrolled in the health insurance program.

2. Commencing with the 2012-2013 dental plan year, those teachers who are eligible for his/her initial enrollment or are enrolled because of a HIPAA qualifying event may elect to enroll in the dental insurance program.

### Section 3. Group Term Life Insurance

#### A. Coverage

The Board shall provide, at an employee cost of one dollar (\$1.00) annually, life insurance protection for each faculty member.

#### B. Face Value

The face value of the insurance for full-time faculty members, up to age 70, subject to terms and conditions imposed by the carrier, shall be fifty thousand dollars (\$50,000) with an Accidental Death and Dismemberment Rider attached.

Faculty members employed at least half-time shall have a policy with a value of twenty-six thousand dollars (\$26,000). Faculty members employed less than half-time shall have a policy with a face value of sixteen thousand five hundred dollars (\$16,500).

#### C. Beneficiary

Death benefits provided by the life insurance shall be paid to the faculty member's designated beneficiary.

#### D. Carrier

The provider of life insurance may be changed after a review of options is completed and there is mutual agreement between the Board and the Association as to the new carrier.

#### E. Additional Coverage

It is agreed that the Board shall make provision for payroll deduction to pay the premium for additional life insurance purchased by faculty members for the teacher or the teacher's spouse and/or dependent/s according to the terms and conditions set forth by the carrier.

### Section 4. Long Term Disability Insurance

#### A. LTD

Maintain fully paid Long-Term Disability Group Insurance Plan by the School District.

The School Corporation will no longer purchase the LTD benefit for teachers using School Corporation funds. All teachers will remain enrolled and all future hires will enroll as a condition of employment. The entire LTD premium will be paid through the employee's payroll deduction. These employee paid premiums shall not be paid through the School Corporation's Section 125 Plan. With the beginning of

the 2008-2009 school year, the salary schedule was increased by forty-five hundredths percent (0.45%) to offset the cost of the teachers paying the premium. This was a one-time, permanent adjustment.

B. Coverage

The policy provided shall have coverage up to 66 2/3 percent of the faculty member's current base salary to a maximum of \$6,000 monthly after ninety (90) consecutive calendar days of absence due to illness or injury, subject to terms and conditions imposed by the carrier.

C. Carrier

Providers and benefit schedules of Long-Term Disability insurance may be changed after a review of options is completed and there is a mutual agreement between the Board and the Association as to the new carrier and/or benefits schedules. The joint committee to review the possible options will be composed of bargaining unit members appointed by the Association and administrators appointed by the Superintendent.

Section 5. Vision Insurance

The School Corporation will offer group vision coverage. The Board shall provide single vision insurance at an employee cost of one dollar (\$1.00) annually. The Board will offer Employee+Child(ren), Employee + Spouse, and Family vision insurance with an annual contribution towards the employee's premium in an amount equal to the cost of the single plan annual premium minus \$1.00.

Section 6. Prescription Safety Lenses

The School Corporation will reimburse JEL employees up to \$100.00 each year for the purchase of Prescription Safety Lenses when such Safety Lenses are required to be worn in order for the employee to perform their job duties which currently includes only the positions of auto maintenance, auto collision, welding, dental, Project Lead the Way, and advance manufacturing. In order to obtain reimbursement, the employee must turn in the receipt indicating that the purchase is for prescription safety lenses.

Section 7. Workers' Compensation Insurance

The Board shall provide Workers' Compensation Insurance to all faculty members.

Section 8. Liability Insurance

The Board shall provide liability insurance with policy limits of at least two million dollars (\$2,000,000) per occurrence to protect faculty members from suits arising from or in the performance of their duties.

Section 9. Coverage While on Leave

A faculty member on an extended leave shall be afforded the opportunity to continue his/her participation in any insurance program to which he/she was entitled as a faculty member under contract,

at his/her own expense, unless the insurance carrier objects to such a procedure.

Section 10. Section 125 Plan

A Section 125 Flexible Benefit Plan will be available to all members and retirees of the bargaining unit.

Section 11. Wellness and Employee Assistance Programs

The provisions for and the governance of the school corporation's Wellness and Employee Assistance Programs shall be by Policy 3170, and accompanying Guideline 3170, that shall not be altered during the terms of this agreement except by mutual agreement.

Section 12. Family and Medical Leave Act (FMLA) of 1993

The provisions of the Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 et seq., shall be incorporated by reference into this contract. Existing contract provisions that are superior to or grant benefits in excess of that required by the FMLA shall govern.

Section 13. FMLA Fringe Benefits Payments

The school corporation's payments in support of insurance programs provided by this article shall continue during the period of any leave governed by the FMLA.

Section 14. Voluntary Worksite Group Benefit

The School Corporation will make voluntary worksite group benefits (AFLAC) available to teachers.

**ARTICLE V**  
**PAYROLL DEDUCTIONS**

**Section 1. Deductions**

The following payroll deductions shall be considered optional for all faculty members:

1. Credit Union
2. Professional Association Dues/Fees
3. Hospitalization Insurance (Employee's Share)
4. Income Protection
5. Life Insurance (Employee's Share)
6. United Way contributions
7. Advancement Center for Washington Township Schools and North Central Alumni.

**Section 2. Optional Salary Reduction**

Employees shall have the option of entering into salary reduction agreements for the purpose of funding contributions to the following:

A. 403(b) Tax Deferred Providers

A list of the agreed upon 403(b) Tax Deferred Plan Vendors will be on file in the Human Resources Office and the WTEA Office.

Elective Employee (salary reduction) Contributions to 403(b) Tax Deferred Plans may be elected or amended during the following periods during each school year:

September 1 through 15  
December 1 through 15  
March 1 through 15  
June 1 through 15

The elections and/or amendments made during this period will be implemented in the first pay date of the month immediately following those periods. Any authorization for payroll deductions listed in this section shall be revocable at any time by the employee upon submission of a written revocation to the Business Office.

- B. A Roth 403(b) option(s) will be provided to teachers.
- C. Section 125 Plan

### Section 3. Association Dues Deductions

#### Procedures

The authorization for payroll deduction of Association dues shall be made on forms provided by the Association and shall be on a continuing basis. The authorization card as completed by the employee shall be submitted to the business office as authorization of payroll deduction. In addition to submitting the authorization card, the Association shall also prepare an alphabetical listing of all persons for whom deductions are to be made in the current year showing the amount of the total deduction and an indication of continuing membership. The Association shall hold the school corporation harmless in the event of errors on the provided listing. Revocation of a continuing membership must be done, in writing, by the teacher through the Association by the end of the day on August 31st. The deductions shall be made in eighteen (18) installments, beginning with the fourth (4th) pay check.

For those faculty members choosing to join the Association after the third (3rd) payday of the year, payroll deductions will be made at one of the same deduction rates as those joining at the beginning of the school year. New teacher deductions shall begin with the second (2nd) pay check after the authorization is submitted and shall continue through the eighteenth pay day of the year.

The School Corporation will mail dues deduction withholding to the WTEA treasurer, at the treasurer's home address (the person and address last provided in writing to the School District) within five (5) school days of the dues deduction from payroll or any other mutually agreeable manner.

### Section 4. Additional Deductions

Should at least seventy-five (75) faculty members desire to have other deductions made from their salary for any purpose whatsoever, they shall present through the Association a petition indicating the signatures of those authorizing the deduction to the Superintendent. The Association, representing faculty members, shall have the right to review, study, select, and recommend to the Superintendent the name of the agent, carrier, or underwriter and indicate the reason and nature of the deduction. However, when participation in any deduction by those enrolled drops below twenty-five (25), the deduction will cease with the beginning of the next school year and not be available for one (1) full year following the cessation. This provision for cessation of deduction does not apply to the Tax Sheltered Annuity Programs that may be added by this procedure.

**ARTICLE VI**  
**RETIREMENT BENEFIT**

**Section 1. Overview of Retirement Benefits.**

The specific retirement benefits will vary for teachers depending upon which classification is applicable to a teacher. Each teacher will be entitled to Retirement Benefits and will be eligible for only one of the following classifications:

- a. Retirement Restructuring Program as provided in Section 2 below.
- b. Retirement Benefits for teachers whose first day of teaching was after the 2003-2004 school year. Those benefits will be summarized in Section 3 below.

**Section 2. Retirement Benefits for Teachers Whose First Day of Teaching Was Before the 2004-2005 School Year Participating in the Retirement Restructuring Program.**

- A. All teachers who were (1) employed during the 2004-2005 school year, (2) whose first day of teaching was prior to the 2004-2005 school year, and (3) who did not elect the transition option benefits provided for in past Collective Bargaining Agreements, will receive retirement benefits only pursuant to this section.
- B. Retirement Restructuring Lump Sum Contribution

In response to both the mandates and opportunity provided by Public Law 253 (Acts of 2001) commonly known as Senate Enrolled Act 199 the Association and the School Corporation engaged in a retirement restructuring review for several months in 2002, 2003 and 2004.

As a result of this restructuring, teachers (1) who do not elect the transition option benefits of Article IX, Section 2 or who (2) do not qualify for retirement benefits pursuant to Article IX, Section 4, will receive a one-time lump sum buy-out contribution.

The amount of the buy-out contribution was actuarially determined and the amount of the buy-out contribution is set forth in a Memorandum of Agreement dated February 23, 2005 by and between the School Corporation and the Association. The amount of the buy-out specified in the Memorandum of Agreement is enforceable through the grievance procedure of the Agreement. These contributions will be deposited on or before July 29, 2005.

That portion of the lump sum one-time buy-out that has been calculated for the buy-out of a portion of the Retirement Pay will be deposited into a separate account for each eligible teacher in the 401(a) Retirement Savings Plan. That portion, if any, of the lump sum one-time buy-out that has been calculated for the buy-out of the teacher's potential right to receive, in the future, a Board contribution towards his/her retirement health insurance premiums will be deposited into a separate account for each eligible teacher in the Retirement 501(c)(9) Trust (Retirement VEBA).

Since this Retirement Restructuring Program is a replacement for the benefits provided for in Article VII, Section 1(F) and Article IX, Retirement Pay Section 1 (year of service component of the Retirement Pay formula) and any right to retirement health insurance premiums, that contribution to eligible

teachers will not vest until the teacher has a total of ten (10) years or more of service in the Metropolitan School District of Washington Township and reaches the age of fifty (50) years.

A teacher who qualifies for and is receiving benefits from the Metropolitan School District of Washington Township Long Term Disability Insurance Plan will become vested.

Teachers on approved leave will accrue years of service for vesting if the teacher's approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement.

Teachers on recall who were laid off by the School Corporation will continue to accrue years of service for vesting until the earlier of the following events:

- 1) three (3) years on the recall list when the teacher's recall rights terminate;
- 2) rejects a recall offer to a position for which the teacher is licensed.

In the event that either of the above two (2) events occur and the teacher has not become vested then the value of the teacher's account will be forfeited to the Plan.

A teacher meeting the above vesting requirement will become fully vested. A teacher whose employment is terminated prior to vesting or who is on recall status and a forfeiting event occurs prior to vesting will have the then current value of the Retirement Restructuring Buy-Out Payment reallocated at the end of each school year among the then remaining separate Retirement Restructuring Buy-Out Payment accounts in a similar ratio for the reallocation as was the ratio for the initial deposit of the remaining accounts.

### C. Basic Retirement Pay

#### 1. Eligibility

Retirement shall be considered beginning not earlier than age fifty (50) or at the end of the school year, whichever event shall occur later. The Board may establish an earlier retirement age in the case of a permanent disability experienced by a faculty member. The Board shall grant supplemental compensation to all full-time faculty members who, at the time of their retirement, are employed by and have acquired a total of ten (10) years or more of service in the Metropolitan School District of Washington Township or its predecessor school district.

#### 2. Notice

The retiring faculty member shall give written notice to the Superintendent of his/her intention to retire at least ninety (90) days before the end of the school year. In the event a faculty member is unable to give timely notice of his/her intention to retire at the end of the school year as required, and is forced to retire or resign as a result of ill health, accident, or other unforeseen events, then the required time limit may be waived by the Board.

#### 3. Benefits



Staff members eligible for the basic retirement benefit shall receive fifty-seven dollars (\$57.00) per day of unused accumulated illness leave and unused personal business leave at the conclusion of the contract year in which the retirement is effective. For the purposes of this section, illness leave shall accumulate without limit.

4. Payment

A teacher's basic retirement benefits will be paid to a retired teacher in the number of approximately equal payments as follows:

Amount of Basic Retirement Benefit Number of Payments

- |    |                    |              |
|----|--------------------|--------------|
| 1. | \$ 1 to \$6,000    | One Payment  |
| 2. | \$6,001 and higher | Two Payments |

Teachers who retire between school years shall receive their payment(s) as follows:

1<sup>st</sup> payment Prior to July 1 of the calendar year in which they retired.

If a second payment Prior to February 1 of the calendar year following the first payment.

Teachers who retire during the school year will receive their first payment within thirty (30) days following their retirement.

Residual funds shall be paid to the beneficiary as stipulated for Indiana State Teachers' Retirement Fund or paid to the estate if no designation is made.

5. Beneficiary

Upon the demise of any faculty member during or following the school year in which he/she would have been fifty (50) and eligible for retirement pay, the equivalent retirement pay shall be paid directly to the beneficiary as stipulated for Indiana State Teachers' Retirement Fund purposes. When no designation had been made, payment shall be made to the estate of the deceased.

D. Health Insurance Benefits During Retirement

1. A faculty member who chooses to retire may continue membership in the group health insurance program provided by the Board, if that teacher meets the following three qualification requirements:

- A. Is at least age fifty (50) on the first day of retirement;
- B. Has at least 10 years of service in the School Corporation; and
- C. Either is:

- 1) Enrolled in the group health insurance plan at the time of retirement; or
- 2) Is not enrolled in the group health insurance plan at the time of retirement, but is eligible for a qualifying event allowing the teacher to enroll under the plan and actually provides written notice to the Human Resources Department of the School Corporation of the election to enroll within both the available enrollment window and ninety calendar days following the retired teacher's last day of work.

The right to continue participating in the School Corporation's group health insurance plan will terminate upon the earliest date the retiree is eligible for Medicare. If a faculty member fails to pay his/her premium on time, he/she will automatically be dropped from the program at the end of the thirty (30) days and shall not be reinstated.

During retirement for teachers retiring after May 31, 2015, the following options and only the following options are available to a retired teacher:

Single Plan

Employee + Spouse

Employee + Child(ren)

Family

2. A teacher who chooses to retire prior to June 1, 2015 and who is covered along with his/her spouse by the group health insurance plan at the time of the teacher's retirement may continue coverage with the spouse either through the above tiers or two single membership plans. Beginning on June 1, 2015, the employee must only select from the four tiers above. A retiring teacher who is not a member of the group health insurance plan at the time of retirement but has a qualifying event allowing the teacher to enroll in the group health insurance program and does so by providing written notice within the available enrollment period and ninety (90) days of his/her last day of work may continue participation in the group health insurance plan for both the retiring teacher and the spouse. Additionally, a teacher who meets the qualifications of subsection (1) above but dies before actually retiring, the eligible teacher's surviving spouse may elect to continue to participate if the spouse was enrolled in the group health insurance program on the day of the teacher's death.

The right of a spouse to continue to participate in the group health insurance plan will continue until it is terminated based upon the occurrence of the earlier of the following events:

- A. The earliest date the spouse is eligible for Medicare;
- B. Thirty (30) days following the failure to pay on time the health insurance premiums;
- C. If the retiring teacher is alive, the divorce of the retiring teacher and the spouse; or
- D. If the teacher is deceased after the time the spouse remarries.

E. Retirement Savings Plans

1. Matching 403(B) Annuity Plan

The school corporation agrees to establish and maintain a qualified 403(b) annuity plan (the "Plan") for all certified employees covered under this collective bargaining agreement. The Plan will include provisions for salary reduction contributions and matching employer contributions. The School Corporation's matching employer contributions will be one percent (1%) of a teacher's base salary.

In the event an employee does not contribute the minimum required salary reduction amount (one percent (1%) of the teacher's base salary), the corporation contribution will be zero. It is the employee's responsibility to increase the salary reduction amount to the minimum requirement.

The Plan is subject to Internal Revenue Code non-discrimination tests. If an employee is prohibited from making a full contribution to the Plan due to the non-discrimination tests, the school corporation's matching amount shall be paid to the employee.

The 403(b) annuity plan vendor shall be selected by mutual agreement.

The Board's Matching Annuity Program will be a continuing obligation after the termination of this agreement unless modified by future negotiations. It is recognized that this contribution was provided in lieu of an equivalent raise on the teacher's regular salary schedule and is a recurring cost.

2. 401(a) Savings Plan

a. The School Corporation has established and maintains the Metropolitan School District of Washington Township's 401(a) Savings Plan ("401(a) Savings Plan"). The provisions for such a program are set forth in this Section and in the plan document. This Plan will be a 401(a) qualified plan.

b. The School Corporation will contribute on behalf of every teacher eligible for the 401(a) Savings Plan and employed under contract an amount equal to one and eighty-five hundredths percent (1.85%) of the teacher's regular salary to the teacher's account in the 401(a) Savings Plan. The School Corporation's contribution will be submitted to the 401(a) Savings Plan vendor bi-weekly.

For the 2020-2021 contract year only, the School Corporation's contribution on behalf of every teacher eligible for the 401(a) Savings Plan and employed under contract will increase to two and thirty-five hundredths percent (2.35%) of the teacher's regular salary to the teacher's account in the 401(a) Savings Plan. Following the 2020-2021 contract year, the status quo percentage shall revert back to one and eighty-five hundredths percent (1.85%).

- c. This School Corporation contribution to the 401(a) Savings Plan is in addition to the School Corporation's contribution to matching Annuity Program Article IV, Section 1(a)(3).
- d. Since this 401(a) Savings Plan is a replacement for certain retirement benefits that were phased out in the 2004 Retirement Restructuring Program, all contributions to eligible teachers will vest as follows:
  - 1. Teachers will become one hundred percent (100%) vested upon the earlier of the following three (3) events:
    - a. the teacher acquires a total of ten (10) years or more in the Metropolitan School District of Washington Township and obtains the age of fifty (50);
    - b. the teacher acquires a total of fifteen (15) years or more years in the Metropolitan School District of Washington Township; or
    - c. Qualifies for and is receiving benefits from the Metropolitan School District of Washington Township's Long-Term Disability Insurance Plan (Article VII, Section 3).
  - 2. If a teacher is not vested under subsection 1 above, the teacher will vest as follows:
    - a. one-third (1/3) of the value of their account shall vest upon the completion of five (5) years of service in the School Corporation; or
    - b. two-thirds (2/3) of the value of their account shall vest upon the completion of ten (10) years of service in the School Corporation.

If authorized and pursuant to the Indiana Revenue Code, the 401(a) Savings Plan will provide the right of a vested teacher to have their vested account value transferred to his/her designated beneficiaries in the event of the teacher's death. A teacher whose employment is terminated prior to vesting will have the value of his/her unvested amount of their 401(a) Savings Plan forfeited to the plan and that amount will be utilized as part of the School Corporation's next required contribution to the Plan.

Teachers on approved leave will accrue years of service for vesting if the teacher's approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement.

Teachers on recall who were laid off by the School Corporation will continue to accrue years of service for vesting until the earlier of the following events:

- 1) three (3) years on the recall list when the teacher's recall rights terminate;
- 2) rejects a recall offer to a position for which the teacher is licensed.

In the event that either of the above two (2) events occur and the teacher has not become vested then the value of the teacher's account will be forfeited to the Plan and that amount will be utilized as described in this sub-section.

Beginning with the 2017-2018 school year, one-half (1/2) of the total funds forfeited during the 2017-2018 school year by teachers who are no longer eligible for vesting in the 401(a) Savings Plan will be redistributed equally among teachers employed by the School Corporation during the 2017-2018 school year and who remain employed with the School Corporation on the redistribution date. The redistribution date will be set by the School Corporation and occur no later than twelve months from the conclusion of the 2017-2018 school year.

The School Corporation will disclose and provide a written notice to the Association of the amount, if any, that has been forfeited and used to reduce the School Corporation's contribution that year.

3. Retirement 501(c)(9) Trust (VEBA)

- a. The School Corporation maintains a Retirement VEBA. The provisions for such a program are set forth in this section and the Retirement VEBA Trust document.
- b. The School Corporation will contribute to every eligible teacher to the Retirement VEBA and employed under contract an amount equal to one and one-half percent (1 1/2%) of the teacher's regular salary to the teacher's account in the Retirement VEBA Plan. The School Corporation's contribution will be submitted to the Retirement VEBA Plan vendor bi-weekly.
- c. Since this Retirement VEBA Plan is a replacement for certain retirement benefits that were phased out in the 2004 Retirement Restructuring Program, all contributions to eligible teachers will vest as follows:
  1. Teachers will become one hundred percent (100%) vested upon the earlier of the following three (3) events:
    - a. the teacher acquires a total of ten (10) years or more in the Metropolitan School District of Washington Township and obtains the age of fifty (50);
    - b. the teacher acquires a total of fifteen (15) years or more years in the Metropolitan School District of Washington Township; or
    - c. qualifies for and is receiving benefits from the Metropolitan School District of Washington Township's

Long-Term Disability Insurance Plan (Article VII, Section 3).

2. If a teacher is not vested under subsection 1 above, the teacher will vest as follows:
  - a. one-third (1/3) of the value of their account shall vest upon the completion of five (5) years of service in the School Corporation; or
  - b. two-thirds (2/3) of the value of their account shall vest upon the completion of ten (10) years of service in the School Corporation.
- d. If authorized and pursuant to the Internal Revenue Code, the Retirement VEBA Plan will provide the right of a vested teacher to have their vested account value transferred to their designated beneficiaries in the event of the teacher's death. A teacher whose employment is terminated prior to vesting will have the value of their Retirement VEBA forfeited to the plan and that amount will be utilized as part of the School Corporation's next required contribution to the Retirement VEBA Plan.

Teachers on approved leave will accrue years of service for vesting if the teacher's approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement.

Teachers on recall who were laid off by the School Corporation will continue to accrue years of service for vesting until the earlier of the following events:

- 1) three (3) years on the recall list when the teacher's recall rights terminate;
- 2) rejects a recall offer to a position for which the teacher is licensed.

In the event that either of the above two (2) events occur and the teacher has not become vested then the value of the teacher's account will be forfeited to the Plan and that amount will be utilized as provided in this sub-section.

Beginning with the 2017-2018 school year, one-half (1/2) of the total funds forfeited during the 2017-2018 school year by teachers who are no longer eligible for vesting in the Retirement VEBA Plan will be redistributed equally among teachers employed by the School Corporation during the 2017-2018 school year and who remain employed with the School Corporation on the redistribution date. The redistribution date will be set by the School Corporation and occur no later than twelve months from the conclusion of the 2017-2018 school year.

The School Corporation will disclose and provide a written notice to the Association of the amount, if any, that has been forfeited and used to reduce the School Corporation's contribution that year.

4. Employee Elective 403(b) Contributions

In addition to the employer contributions provided above, employees still may make employee elective (salary reduction) contributions to the 403(b) programs already in existence subject to the statutory contribution limits.

5. 457(b) Tax Deferred Plan

The School Corporation will provide teachers the opportunity to participate in a 457(b) Tax Deferred Plan.

6. Election of Additional Contributions to the Indiana Public Retirement System (“INPRS”)

The School Corporation will participate in the Indiana Public Retirement System (“INPRS”) plan that allows additional contributions to the defined contributions portion of the teacher retirement plan. These additional contributions beyond the mandated three percent (3%) contribution will be pursuant to the regulations of the INPRS.

Section 3. Retirement Benefits for Teachers Whose First Day of Teaching Was After the 2003-2004 School Year

A. Teachers whose first day of teaching was after the 2003-2004 school year will receive retirement benefits only under this section.

B. Basic Retirement Pay

1. Eligibility

Retirement shall be considered beginning not earlier than age fifty (50) or at the end of the school year, whichever event shall occur later. The Board may establish an earlier retirement age in the case of a permanent disability experienced by a faculty member. The Board shall grant supplemental compensation to all full-time faculty members who, at the time of their retirement, are employed by and have acquired a total of ten (10) years or more of service in the Metropolitan School District of Washington Township or its predecessor school district.

2. Notice

The retiring faculty member shall give written notice to the Superintendent of his/her intention to retire at least ninety (90) days before the end of the school year. In the event a faculty member is unable to give timely notice of his/her intention to retire at the end of the school year as required, and is forced to retire or resign as a result of ill health, accident, or other unforeseen events, then the required time limit may be waived by the Board.

3. Benefits

Teachers eligible for the basic retirement benefit shall receive fifty-seven dollars (\$57.00) per day of unused accumulated illness leave and unused personal business leave, at the conclusion of the contract year in which the retirement is effective. For the purposes of this section, illness leave shall accumulate without limit.

4. Payment

A teacher's basic retirement benefits will be paid to a retired teacher in the number of approximately equal payments as follows:

Amount of Basic Retirement Benefit Number of Payments

- |                       |              |
|-----------------------|--------------|
| 1. \$ 1 to \$6,000    | One Payment  |
| 2. \$6,001 and higher | Two Payments |

Teachers who retire between school years shall receive their payment(s) as follows:

1<sup>st</sup> payment Prior to July 1 of the calendar year in which they retired.

If a second payment Prior to February 1 of the calendar year following the first payment.

Teachers who retire during the school year will receive their first payment within thirty (30) days following their retirement.

Residual funds shall be paid to the beneficiary as stipulated for Indiana Public Retirement System ("INPRS") or paid to the estate if no designation is made.

5. Beneficiary

Upon the demise of any faculty member during or following the school year in which he/she would have been fifty (50) and eligible for retirement pay, the equivalent retirement pay shall be paid directly to the beneficiary as stipulated for Indiana Public Retirement System ("INPRS") purposes. When no designation had been made, payment shall be made to the estate of the deceased.

C. Health Insurance Benefits During Retirement

1. A faculty member who chooses to retire may continue membership as it existed at the time of retirement or on a single plan at the faculty member's option in the group health insurance program provided by the Board, if that teacher meets the following three qualification requirements:

- A. Is at least age fifty (50) on the first day of retirement;
- B. Has at least 10 years of service in the School Corporation; and
- C. Either is:
  - 1) Enrolled in the group health insurance plan at the time of retirement; or



- 2) not enrolled in the group health insurance plan at the time of retirement, but is eligible for a qualifying event allowing the teacher to enroll under the plan and actually provides written notice of the election to enroll within both the available enrollment window and ninety calendar days following the retired teacher's last day of work to the Human Resources Department of the School Corporation.

The right to continue participating in the School Corporation's group health insurance plan will terminate upon the earliest date the retiree is eligible for Medicare. If a faculty member fails to pay his/her premium on time, he/she will automatically be dropped from the program at the end of the thirty (30) days and shall not be reinstated.

During retirement for teachers retiring after May 31, 2015, the following options and only the following options are available to a retired teacher:

Single Plan

Employee + Spouse

Employee + Child(ren)

Family

2. A teacher who chooses to retire prior to June 1, 2015 and who is covered along with his/her spouse by the group health insurance plan at the time of the teacher's retirement may continue coverage with the spouse either through the above tiers or two single membership plans. Beginning on June 1, 2015, the employee must only select from the four tiers above. A retiring teacher who is not a member of the group health insurance plan at the time of retirement but has a qualifying event allowing the teacher to enroll in the group health insurance program and does so by providing written notice within the available enrollment period and ninety (90) days of his/her last day of work may continue participation in the group health insurance plan for both the retiring teacher and the spouse. Additionally, a teacher who meets the qualifications of subsection (1) above but dies before actually retiring, an eligible teacher's surviving spouse may elect to continue to participate if the spouse was enrolled in the group health insurance program on the day of the teacher's death.

The right of a spouse to continue to participate in the group health insurance plan will continue until it is terminated based upon the occurrence of the earlier of the following events:

- A. The earliest date the spouse is eligible for Medicare;
- B. Thirty (30) days following the failure to pay on time the health insurance premiums;
- C. If the retiring teacher is alive, the divorce of the retiring teacher and the spouse; or
- D. If the teacher is deceased after the time the spouse remarries.

D. Retirement Savings Plan

1. Matching 403(B) Annuity Plan

The school corporation agrees to establish and maintain a qualified 403(b) annuity plan (the "Plan") for all certified employees covered under this collective bargaining agreement. The Plan will include provisions for salary reduction contributions and matching employer contributions. The School Corporation's matching employee contribution will be one percent (1%) of a teacher's base salary. The employer's one percent (1%) match will be made each pay date in which a teacher makes an employee contribution (either to a tax-deferred or a Roth 403(b)) of at least one percent (1%) of his/her base salary pay for that pay period.

In the event an employee does not contribute the minimum required salary reduction amount (one percent (1%) of the teacher's base salary), the corporation contribution will be zero. It is the employee's responsibility to increase the salary reduction amount to the minimum requirement.

The Plan is subject to Internal Revenue Code non-discrimination tests. If an employee is prohibited from making a full contribution to the Plan due to the non-discrimination tests, the school corporation's matching amount shall be paid to the employee.

The 403(b) annuity plan vendor(s) shall be selected by mutual agreement. The School District's contribution will be deposited in the teacher's account only with the VALIC vendor.

The Board's Matching Annuity Program will be a continuing obligation after the termination of this agreement unless modified by future negotiations. It is recognized that this contribution was provided in lieu of an equivalent raise on the teacher's regular salary schedule and is a recurring cost.

## 2. 401(a) Savings Plan

- a. During the 2004-2005 school year, the School Corporation will establish and maintain the Metropolitan School District of Washington Township's 401(a) Savings Plan ("401(a) Savings Plan"). The provisions for such a program are set forth in this Section and in the plan document. This Plan will be a 401(a) qualified plan.
- b. The School Corporation will contribute to every teacher eligible for the 401(a) Savings Plan and employed under contract an amount equal to one and eighty-five hundredths percent (1.85%) of the teacher's regular salary to the teacher's account in the 401(a) Savings Plan. The School Corporation's contribution will be submitted to the 401(a) Savings Plan vendor bi-weekly.

For the 2020-2021 contract year only, the School Corporation's contribution on behalf of every teacher eligible for the 401(a) Savings Plan and employed under contract will increase to two and thirty-five hundredths percent (2.35%) of the teacher's regular salary to the teacher's account in the 401(a) Savings Plan. Following the 2020-2021 contract year, the status quo percentage shall revert back to one and eighty-five hundredths percent (1.85%).

- c. This School Corporation contribution to the 401(a) Savings Plan is in addition to the School Corporation's contribution to matching Annuity Program Article IV, Section 1(a)(3).
- d. Since this 401(a) Savings Plan is a replacement for certain retirement benefits that were phased out in the 2004 Retirement Restructuring Program, all contributions to eligible teachers will vest as follows:
  - 1. Teachers will become one hundred percent (100%) vested upon the earlier of the following three (3) events:
    - a. the teacher acquires a total of ten (10) years or more in the Metropolitan School District of Washington Township and obtains the age of fifty (50);
    - b. the teacher acquires a total of fifteen (15) years or more years in the Metropolitan School District of Washington Township; or
    - c. qualifies for and is receiving benefits from the Metropolitan School District of Washington Township's Long-Term Disability Insurance Plan (Article VII, Section 3).
  - 2. If a teacher is not vested under subsection 1 above, the teacher will vest as follows:
    - a. one-third (1/3) of the value of their account shall vest upon the completion of five (5) years of service in the School Corporation; or
    - b. two-thirds (2/3) of the value of their account shall vest upon the completion of ten (10) years of service in the School Corporation.

If authorized and pursuant to the Indiana Revenue Code, the 401(a) Savings Plan will provide the right of a vested teacher to have their vested account value transferred to his/her designated beneficiaries in the event of the teacher's death. A teacher whose employment is terminated prior to vesting will have the value of his/her unvested amount of their 401(a) Savings Plan forfeited to the plan and that amount will be utilized as part of the School Corporation's next required contribution to the Plan.

Teachers on approved leave will accrue years of service for vesting if the teacher's approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement.

Teachers on recall who were laid off by the School Corporation will continue to accrue years of service for vesting until the earlier of the following events:

- 1) three (3) years on the recall list when the teacher's recall rights terminate;
- 2) rejects a recall offer to a position for which the teacher is licensed.

In the event that either of the above two (2) events occur and the teacher has not become vested then the value of the teacher's account will be forfeited to the Plan and that amount will be utilized as part of the School District's next required contribution to the Plan.

The School Corporation will disclose and provide a written notice to the Association of the amount, if any, that has been forfeited and used to reduce the School Corporation's contribution that year.

3. Retirement 501(c)(9) Trust VEBA

- a. The School Corporation maintains a Retirement VEBA. The provisions for such a program are set forth in this section and the Retirement VEBA Trust document.
- b. The School Corporation will contribute to every eligible teacher to the Retirement VEBA and employed under contract an amount equal to one and one-half percent (1 ½%) of the teacher's regular salary to the teacher's account in the Retirement VEBA. The School Corporation's contribution will be submitted to the Retirement VEBA Plan vendor bi-weekly.
- c. Since this Retirement VEBA Plan is a replacement for certain retirement benefits that were phased out in the 2004 Retirement Restructuring Program, all contributions to eligible teachers will vest as follows:
  1. Teachers will become one hundred percent (100%) vested upon the earlier of the following three (3) events:
    - a. the teacher acquires a total of ten (10) years or more in the Metropolitan School District of Washington Township and obtains the age of fifty (50);
    - b. the teacher acquires a total of fifteen (15) years or more years in the Metropolitan School District of Washington Township; or
    - c. qualifies for and is receiving benefits from the Metropolitan School District of Washington Township's Long-Term Disability Insurance Plan (Article VII, Section 3).
  2. If a teacher is not vested under subsection 1 above, the teacher will vest as follows:

- a. one-third (1/3) of the value of their account shall vest upon the completion of five (5) years of service in the School Corporation; or
  - b. two-thirds (2/3) of the value of their account shall vest upon the completion of ten (10) years of service in the School Corporation.
- d. If authorized and pursuant to the Internal Revenue Code, the Retirement VEBA Plan will provide the right of a vested teacher to have their vested account value transferred to their designated beneficiaries in the event of the teacher's death. A teacher whose employment is terminated prior to vesting will have the value of their Retirement VEBA forfeited to the plan and that amount will be utilized as part of the School Corporation's next required contribution to the Retirement VEBA Plan.

Teachers on approved leave will accrue years of service for vesting if the teacher's approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement.

Teachers on recall who were laid off by the School Corporation will continue to accrue years of service for vesting until the earlier of the following events:

- 1) three (3) years on the recall list when the teacher's recall rights terminate;
- 2) rejects a recall offer to a position for which the teacher is licensed.

In the event that either of the above two (2) events occur and the teacher has not become vested then the value of the teacher's account will be forfeited to the Plan and that amount will be utilized as part of the School District's next required contribution to the Plan.

The School Corporation will disclose and provide a written notice to the Association of the amount, if any, that has been forfeited and used to reduce the School Corporation's contribution that year.

4. Employee Elective 403(b) Contributions

In addition to the employer contributions provided above, employees still may make employee elective (salary reduction) contributions to the 403(b) programs already in existence subject to the statutory contribution limits.

5. 457(b) Tax Deferred Plan

The School Corporation will provide teachers the opportunity to participate in a 457(b) Tax Deferred Plan.

6. Election of Additional Contributions to the Indiana Public Retirement System ("INPRS")

The School Corporation will participate in the Indiana Public Retirement System (“INPRS”) plan that allows additional contributions to the defined contributions portion of the teacher retirement plan. These additional contributions beyond the mandated three percent (3%) contribution will be pursuant to the regulations of the INPRS.

Section 4. Selection of Vendors for the Retirement Restructuring Plans and the 401(a) and 501(c)(9) Retirement Savings Plan.

The Association and the School Corporation will jointly interview vendors for the Tax Deferred Plans (401(a) and 501(c)(9) VEBA) for the retirement restructuring and annual retirement savings plans. The parties will attempt to mutually select one vendor for these plans. If the parties do not mutually agree to a vendor, then the Association may select the vendor for the teachers retirement buy-out and annual retirement savings plans. The School Corporation then may select a vendor for the other employees. Effective with the 2016-2017 school year, any change of vendor will be made within twelve (12) months of Association notification to the School Corporation but not before January 1, 2018.

Section 5. 2020-2021 Buyout and One-Time VEBA Distribution.

For the 2020-2021 contract year only, the parties bargained \$700,000 from the VEBA forfeiture account. Teachers with 30 or more years of teaching experience, 25 or more of those 30 years as a teacher in the School Corporation, are eligible for a one-time buyout contribution of \$25,000 into the teacher’s respective VEBA account. To receive this benefit, teachers must submit and not rescind retirement paperwork on or before February 1, 2021 for retirement to be effective before the start of the 2021-2022 school year. Following the buyout distribution to retiring teachers under this Section 5, the remainder of the \$700,000 not used for buyout distributions will be distributed equally on behalf of all teachers employed at the School Corporation on June 30, 2021, into teacher’s respective VEBA accounts.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

**Section 1. Purpose/Confidentiality**

The purpose of this procedure is to secure, at the most immediate administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

**Section 2. Definitions**

- A. A grievance shall be defined as a difference between the Administration and School Board, and one or more faculty member(s) through the Association as the exclusive representative and/or the Association involving an alleged misinterpretation or misapplication of any provision of this agreement.
- B. The most immediate administrator shall mean the principal of any school or his/her designated representative, when the grievance involves a single school, or the appropriate central office administrator or his/her designated representative, when the grievance involves a township concern.
- C. Days, unless otherwise specified, shall mean all days on which school is in session.

**Section 3. Conditions**

- A. The parties herein encourage a grievant having a grievance to discuss the problem with the principal or with an appropriate member of the central office administration prior to recourse to the formal grievance procedure. At the discussion, either party may be accompanied by a person(s) of his/her choice. The parties agree that the grievant has a right to file and process grievances pursuant to this grievance procedure, and that administrators shall take no action against a faculty member for voicing an intent to file, filing, or processing a grievance.
- B. Each written grievance shall contain a clear and concise statement of the grievance, the issue(s) involved, shall in each instance state the specific alleged violations and remedy recommended, and shall contain specific indication as to whether the informal process was attempted.
- C. At any level, either party may be represented by a person(s) of his/her choice, except that faculty members shall be limited in their choice to a representative with authority to speak for the Association. The faculty member is encouraged to be an active participant in the formal procedure.
- D. Failure on the part of the Board and/or the administration at any level of the formal procedure to submit a decision on a grievance within the specified time limits, shall mean the grievance is automatically carried to the next level. Failure at any level of this procedure to take the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- E. If the formal grievance is not filed in writing within twenty-five (25) days after the faculty

member knew or had opportunity to know of the fact or condition on which the grievance is based, then the grievance shall be considered as waived.

- F. Since it is important that formal grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement of the Association President or President's designee and the Superintendent's designee.
- G. In the event a grievance is filed after May 15 of any year and strict adherence to time limits may result in a hardship to any party, all parties involved shall use their best efforts to process the grievance by the end of the school term or as soon after as possible.
- H. Whenever possible, meetings will be held either before school or after school.
- I. All formal grievances and decisions rendered shall be submitted in writing, on forms as published in Appendix 3. The forms shall be provided by the Association.
- J. All written grievances and appeals of grievances must be signed by the Association President or President's designee and/or their designee.
- K. All decisions rendered must be signed by the supervisor or administrator making the decision.
- L. Formal grievances which are not filed initially at the appropriate level or with the appropriate person shall be referred to the appropriate level and appropriate person.
- M. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

#### Section 4. Procedure

##### A. Level One

Within seven (7) days following the filing of a formal written grievance, a meeting shall take place between the building principal or his/her designee, and the Association President or President's designee. Within seven (7) days of the meeting, the supervisor shall indicate his disposition of the grievance by completing the grievance form in writing and returning it (with a duplicate copy) to the appropriate Association representative.

##### B. Level Two

Within seven (7) days after the receiving the level one disposition, the Association President or President's designee may appeal the decision to the Superintendent or his/her designee. Within seven (7) days after receipt of the appeal, the Superintendent or his/her designee shall meet with the Association President or President's designee. Following the meeting, a written answer to the appeal will be prepared by the Superintendent or his/her designee and two copies will be delivered to the appropriate Association representative, and a copy to the supervisor involved in level one, within seven (7) days.



C. Level Three

Within ten (10) days after receiving the decision of the Superintendent or his/her designee, the Association President or President's Designee may request a meeting with the Board, through the Superintendent. The Board shall hold a meeting within twenty (20) days of receipt of the request. The Board shall submit two (2) copies of its decision in writing to the appropriate Association representative and a copy to the supervisor involved within ten (10) days following the meeting.

**ARTICLE VIII**  
**TERM OF AGREEMENT**

**Section 1. Term**

This agreement shall be effective as of July 1, 2020, and shall continue in effect through June 30, 2021, except where the specific terms of any provision provide for a different effective date(s).

When mutual agreement is specifically required by the terms of the Agreement for changes during the contract term, the parties agree to meet within ten (10) days of the call of either party to set a date for bargaining.

**Section 2. Severability**

Should any Article, Section, or Clause of this agreement be declared illegal by a court of competent jurisdiction, the Article, Section, or Clause, as the case may be, shall automatically be deleted from this agreement to the extent that it violates the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted Article, Section, or Clause.

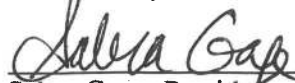
**Section 3. Parties**

This agreement is made and entered into at Indianapolis, Indiana on this 11<sup>th</sup> day of November, 2020, by and between the Board of Trustees of the Metropolitan School District of Washington Township, County of Marion, State of Indiana, party of the first part, heretofore referred to as the "Board", and the Washington Township Education Association, Inc., party of the second part, heretofore referred to as the "Association."

**[SIGNATURE PAGE IMMEDIATELY FOLLOWING]**

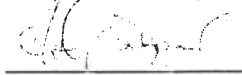
This agreement is so attested to by the parties whose signatures appear below.

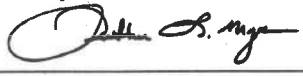
Washington Township Education  
Association, Inc.

  
Sabra Gage, President


Board of Education, M.S.D. of  
Washington Township

  
William Turner, President

  
Anthony S. Dzwonar, Secretary

  
Jonathan L. Mayes, Negotiating  
Chairperson

Attest:

  
Dr. Nikki Woodson  
Superintendent of Schools

Ratified in public session this  
11<sup>th</sup> day of November, 2020

Ratified this 4<sup>th</sup> day of  
November, 2020

3952686\_2

APPENDIX 1-A  
EXTRA-CURRICULAR SALARY SCHEDULE  
Stipend Calculation: (Index) x (\$40,000)

ASSIGNMENT	INDEX
<u>HIGH SCHOOL</u>	
Director of Forensics	.14
Stage Director	.16
Drama	.16
Orchestra Director	.175
Band Director	.19
Athletic Supervisor	.12
Director of Intramurals	.10
Choral	.175
Show Choir	.03
Drama Assistant	.09
Speech/Debate Assistant	.07
NC News Sponsor	.07
Senior Class Sponsor	.08
Junior Class Sponsor	.08
Academic Competition Sponsor	.05
Intramurals Assistant	.05
Approved Intramural Program	.02
Sophomore Class Sponsor	.06
Freshman Class Sponsor	.06
Student Council Sponsor	.08
Director of Publications	.07
Assistant Director of Publications	.03
National Honor Society	.06
N.H. History Day Sponsor	.06
Media Relations	.07
Junior Spec Coordinator	.05
Robotics Sponsor	.05
HS Best Buddies Coordinator	.03
PantherQuest Coordinator	.02
NC Bridge Program	.02
After School Learning Center Coordinator	.05
<u>MIDDLE SCHOOL</u>	
Stage Director	.07
Athletic Supervisor	.07
Band Director	.09
Orchestra	.09

Choral	.09
Academic Competition Sponsor	.06
Approved Intramural Program	.02
Booster/Spirit Group Sponsor	.04
Stage Leader	.04
Drama	.04
N.H. History Day Sponsor	.04
Publications	.04
Robotics Sponsor	.05
MS Best Buddies Coordinator	.03

ELEMENTARY SCHOOL

Music Directors	.05
Art Enrichment	.02
Dual Immersion (bilingual required)	.10

MISCELLANEOUS

*Bus Supervision	.05
Special Olympics Director(s)	.06
JEL Career and Technical Student Organization (lump sum payment in April)	.02

Associate Teachers	
- when assigned to a teacher new to the school corporation	.015
- when assigned to a teacher in their second year in the school corporation	.0075
After School Tutoring	\$30.00 per hour
Saturday School and Detention	\$33.34 per hour
JEL Mentor Stipend (lump sum payment in April)	\$500 (one time)

\*When bus supervision does not take the place of another assignment and is assigned as an additional duty.

            
The index will be multiplied by the Extra-Curricular Salary schedule contract of Forty Thousand Dollars (\$40,000.00)

The School Corporation will send notification to teachers that in the event of cessation of extracurricular activities, extracurricular payments will be made on a pro rata basis for work performed only. In the event of cessation of extracurricular activities, extracurricular payments will be made on a pro-rata basis for work performed only.

APPENDIX 1-A  
 ATHLETIC SALARY SCHEDULE  
 Stipend Calculation: (Index) x (\$40,000) x (Experience Index)

<u>HIGH SCHOOL</u>	<u>INDEX</u>	<u>SPORT</u>
Head Coach	.23*	Basketball, Football
Head Coach	.17	Swimming
Head Coach	.15	Gymnastics
Head Coach	.18	Baseball, Track, Wrestling, Softball, Soccer, Volleyball
Head Coach	.10	Golf, Cheerleader
Head Coach	.13	Cross Country, Tennis
Assistant Coach	.11	Basketball - Varsity Assistants Football - Varsity Assistants
Assistant Coach	.13	Swimming
Assistant Coach	.09	Basketball, Baseball, Track, Football, Wrestling, Gymnastics, Swimming, Softball
Assistant Coach	.06	Cross Country, Tennis, Volleyball, Golf, Soccer, Cheerleader
Trainer	.09	Fall Sports
	.09	Winter Sports
	.09	Spring Sports
Weight Training	.04	
<u>MIDDLE SCHOOL</u>	<u>INDEX</u>	<u>SPORT</u>
Head Coach	.08	Football, Basketball, Cross Country
Head Coach	.07	Baseball, Cheerleading, Softball, Track, Wrestling
Head Coach	.06	Volleyball, Tennis, Soccer
Assistant Coach	.06	Football
Trainer or Coaching Support	.04	Fall Sports
	.04	Winter Sports
	.03	Spring Sports

\*In compensating coaches for these positions, the School Corporation must pay at a minimum salary an extra duty stipend reflecting a .23 index but may pay more in order to retain or hire a person for these coaching positions.

- A. Coaching salaries shall be determined as the product of the appropriate listed index times the constant of Forty Thousand Dollars (\$40,000.00) times the following experience index:

<u>YEAR(S) OF EXPERIENCE</u>	<u>INDEX</u>
First year	1.0000
Second year	1.0250
Third year	1.0750
Fourth year	1.1250
Fifth year	1.1750
Sixth year	1.2250
Seventh year	1.2750
Eighth year or more	1.3250

- B. Coaching experience will be determined by the total number of years of inter-scholastic coaching experience including any experience received prior to coming to Washington Township.
- C. All coaches working as bus drivers shall receive compensation equal to that paid to regular bus drivers for the same assignment from the end of the regular teaching day to time of return.

The School Corporation will send notification to teachers that in the event of cessation of extracurricular activities, extracurricular payments will be made on a pro rata basis for work performed only. In the event of cessation of extracurricular activities, extracurricular payments will be made on a pro-rata basis for work performed only.

APPENDIX 1-B – ECA Positions – Two Pays

<b>ECA Positions - Two Pays</b>		
	<b>Fall</b>	<b>Pay # of the Month</b>
*	Football - HS	1st Sept, 1st Nov
	Football - MS	1st Sept, 1st Nov
	Soccer	1st Sept, 1st Nov
	Trainer -MS	1st Sept, 1st Nov
	Golf-Women's	1st Sept, 1st Nov
	Tennis-Men's	1st Sept, 1st Nov
	Volleyball	1st Sept, 1st Nov
	Cheerleading	1st Sept, 1st Nov
	Cross Country	1st Sept, 1st Nov .,
	<b>Winter</b>	
*	Basketball Men's -HS	1st Jan, 1st Mar
*	Basketball Women's -HS	1st Jan, 1st Mar
	Basketball Boys-MS	1st Jan, 1st Mar
	Basketball Girls-MS	1st Jan, 1st Mar
	Trainer.- MS	1st Jan, 1st Mar
	Swimming	1st Jan, 1st Mar
	Wrestling - HS	1st Jan, 1st Mar
	Wrestling-MS	1st Jan, 1st Mar
	Cheerleading	1st Jan, 1st Mar
	<b>Spring</b>	-
*	Baseball	2nd Apr, 1st June
*	Softball	2nd Apr, 1st June
	Track	2nd Apr, 1st June
	Trainer - MS	2nd Apr, 1st June
	Golf-Men's	2nd Apr, 1st June
	Tennis-Women's	2nd Apr, 1st June
*	For selected High School Head Coaches - ECA stipend will continue	
	to be Paid over 26 pays.	
	<b>Seasonal Non-Athletic ECA's</b>	
	Director of Intramurals - HS	1st Jan, 2nd Apr
	Intramural Assistant - HS	1st Jan, 2nd Apr
	Academic Competitions (Spell Bowl) - MS	1st Sept, 1st Nov



	Academic Competitions (Academic Pursuit) - MS	1st Dec, 1st Mar
	Science Olympiad - HS	1st Dec, 2nd Apr
	Science Olympiad - MS	1st Dec, 1st Mar

**APPENDIX 2**  
**METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNSHIP**  
**CERTIFIED STAFF**  
**PERSONAL BUSINESS NOTIFICATION FORM**  
**(not to be used for professional leave)**

Notified by \_\_\_\_\_

Number of Day(s) \_\_\_\_\_ Date(s) \_\_\_\_\_

\_\_\_\_\_  
(Teacher's Signature) (Date)

\_\_\_\_\_  
(Principal's Signature) (Date)

**Certified Staff**

1. Personal Business Leave - A Personal Business Notification Form (Appendix 2) shall be submitted to the building principal or immediate supervisor prior to the leave. Should a personal emergency result in the use of one or more Personal Business Days, the principal or immediate supervisor shall be notified within 24 hours.
2. Each faculty member will be highly ethical in choosing to take a personal business day. It is the intent that personal business days are not used for the sole purpose of extending a holiday or school recess period.

APPENDIX 3  
PROFESSIONAL GRIEVANCE FORM

No. \_\_\_\_\_

GRIEVANT: \_\_\_\_\_ BUILDING: \_\_\_\_\_

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LEVEL 1

Filed With: \_\_\_\_\_ Date Filed: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Association

Addendum 1 - Description of Grievance and Position of the Grievant  
Addendum 2 - Disposition of Grievance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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LEVEL 2

Filed With: \_\_\_\_\_ Date Filed: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Association

Addendum 3 - Position of Grievant  
Addendum 4 - Disposition of Grievance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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LEVEL 3

Filed With: \_\_\_\_\_ Date Filed: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Association

Addendum 5 - Position of Grievant  
Addendum 6 - Disposition of Grievance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



APPENDIX 5  
Extended Contracts  
(For informational purposes only – not bargained)

- Middle School/High School Counselors: 195 days
- Middle School Instructional Coaches: 190 days
- District Literacy Coaches: 190 days
- Digital Media Arts Teacher (JEL): 195 days
- Special Needs Coordinator (JEL): 187 days
- Middle School ENL Coach: 190 days
- High School Assistant Band Director: 193 days
- High School Journalism Teacher: 190 days
- Social and Emotional Behavioral Coach: 192 days

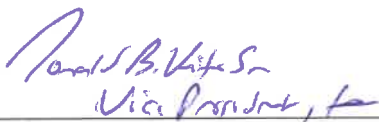
The school corporation may change these contract days through discussion with the Association.

## MEMORANDUM OF UNDERSTANDING

The Metropolitan School District of Washington Township and the Washington Township Education Association enter into this Memorandum of Understanding ("MOU") on this 12<sup>th</sup> day of May 2021, to address the issue of additional compensation for additional work and effort required to open schools as well as keep our students safe over this past school year.

The terms of this MOU are as follows:

1. The Metropolitan School District of Washington Township will provide a one-time stipend to all eligible teachers in an amount not to exceed \$3,000 (three-thousand dollars) per certificated employee.
2. The stipend amount will be prorated for teachers who were employed part time, who began employment after the start of the school year (July 28, 2020), and who were on leave of absence during the school year. Proration is determined by dividing the number of days worked by 185.
3. The stipend will be paid only to teachers employed with the District on May 20, 2021.
4. Stipends will be paid utilizing district funds and the district will apply for reimbursement from the ESSER II or III federal grants as approved by the Indiana Department of Education.
5. This MOU shall set no precedent and is for the current situation, as addressed only, and will expire on June 30, 2021.



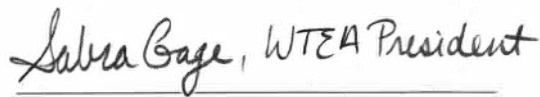
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Mr. Bill Turner, President  
MSDWT Board of Education




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Mr. Jon Fencl, Secretary  
MSDWT Board of Education



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Mrs. Sabra Gage, President  
Washington Township Education Association



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Mrs. Laura Vander Haeghen, Vice-President  
Washington Township Education Association