

July 1, 2021-June 30, 2022

SCHOOL YEAR AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES

OF

WESTERN WAYNE SCHOOLS

AND

**THE WESTERN WAYNE EDUCATION
ASSOCIATION**

Public Hearing: September 8, 2021 - 5:30 p.m.

Collective Bargaining Meeting Timeline

September 23, 2021 - 3:30-4:30 p.m.

September 28, 2021 - 3:30-4:30 p.m.

September 30, 2021 - 3:30-4:30 p.m.

Ratification Hearing: November 10, 2021- 6:00 p.m.

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ARTICLE I Recognition

In accordance with Indiana Code 20-29-5, the Board hereby recognizes the Western Wayne Education Association as the exclusive representative of all Western Wayne Schools full-time and part-time certificated employees (as defined by Indiana Code 20-29-2-4) on a regular teaching contract, except the Superintendent, Assistant Superintendent, Principal, Administrator, Assistant Principal, Director of Technology and Director of Athletics.

Definitions:

1. The term "teacher," when used in this agreement, shall refer to Western Wayne Schools full-time and part-time certificated employees (as defined by Indiana Code 20-29-2-4) on a regular teaching contract, except the Superintendent, Assistant Superintendent, Principal, Administrator, Assistant Principal, Director of Technology and Director of Athletics.
2. The term "School Corporation", when used in this contract, shall refer to the Western Wayne Schools of the County of Wayne, and the State of Indiana.

ARTICLE II - Wage Related Fringe Benefits

A. Personal Illness/Family Illness Days

Each teacher may be absent from work with pay on account of personal illness for ten (10) days (these days are called personal illness days). If a teacher does not use all of the allowed personal illness days in a school year, the unused days accumulate to a maximum total of seventy (70) days.

If a teacher accumulates one (1) or more personal illness (sick) days in another school corporation of this state, there shall be added to the teacher's personal illness days for the first five (5) years of the teacher's employment in the Western Wayne Schools, three (3) accumulated personal illness (sick) days, or one-fifth (1/5) of the original total to which the teacher was entitled in the teacher's last employment, whichever is greater. Where the number of accumulated personal illness (sick) days from previous employment is not evenly divisible by 5, the number added in the first year will be rounded up to provide for 4 equal distributions of the remaining leave in the second through fifth years of employment. Personal illness days may be used only:

1. On account of the personal illness of the teacher;
2. For medical and dental appointments of the teacher. Personal illness day absences shall be recorded on no less than a half-day basis; i.e., any period of time less than one-half day shall be counted as a half-day.

Each teacher may be absent from work with pay on account of illness in the teacher's immediate family for up to ten (10) days each year. Any days absent for the purpose of Family illness will be deducted from each teacher's accumulated personal illness leave. The corporation shall not provide any additional allotment of paid leave days to be used for the sole purpose of Family Illness in addition to personal illness leave days. For the purpose of this section, "the teacher's immediate family" shall mean the teacher or teacher's spouse's child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, step-brother, step-sister, or a person living in the teacher's home as part of the teacher's family. The Board shall consider extenuating circumstances when further family illness days are needed. A form verifying "illness in the immediate family" must be completed by the teacher seeking family illness leave.

All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties.

Each teacher may make donations to the previously established sick leave bank by filling out a sick leave bank donation form indicating the teacher's desire to contribute up to 5 personal illness days per year to the bank. Eligible days for donation are those days that the teacher (donor) would otherwise lose at the beginning of the next school year due to the maximum sick days allowed for accumulation are 70. The donation can occur anytime between the end of a given school year and within the first 10 work days of the next immediate or ensuing school year.

B. Death Leave

In the case of death in the immediate family of the teacher, the teacher is entitled to be absent from work with pay for five (5) school days per occurrence. These days may be taken at any time within thirty (30) working days following the death. For the purpose of this section, the "teacher's immediate family" shall mean the teacher's child, step-child, parent, step-parent and/or the teacher's spouse's child, step-child, parent, step-parent, or any person living in the teacher's home as part of the teacher's family.

In the case of death of the teacher or teacher's spouse's grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, the teacher is entitled to be absent from work with pay for three (3) school days per school year. These days may be taken at any time within thirty (30) working days following the death.

In the case of death involving any other person, the teacher is entitled to be absent from work with pay for one (1) day per school year, to attend the calling or funeral service, which may be taken in half-day intervals.

C. Personal Business Days

Each teacher employed shall be entitled to five (5) paid days for the transaction of personal business and/or the conducting of personal or civic affairs during each year of employment. Personal business days may not accumulate. Effective upon ratification of the 2021-22 Agreement, personal business days may be requested or used for the purpose of extending a vacation or holiday. Personal business days may be taken in half-day units. Personal business days unused shall at the end of each school year be credited to the teacher's accumulated days of sick leave in accordance with the sick leave policy of the Board.

Notification of personal leave shall be made twenty-four (24) hours prior to such leave except in case of emergency. A written statement shall be submitted through the building principal to the office of the Superintendent. If a teacher utilizes all paid personal business days in a given school year, the teacher shall not be permitted to use unpaid personal business time for any reason.

D. Jury Duty

The Board will pay the teacher required to serve on jury duty the difference between their regular per day compensation and the per diem received for jury duty.

E. Health Participation

The Western Wayne Schools Board of Trustees and the Western Wayne Education Association agree that participation in the North Central Indiana Insurance Consortium shall be the means by which group employee health insurance coverage is provided and the consortium shall be solely responsible for selecting all third-party health insurance administrators/carriers. Furthermore, the North Central Indiana Insurance Consortium with approval from the superintendent shall be the sole determiners of all health insurance plan options and premium costs to be offered to employees each year. Any health plan option and associated Board financial contribution toward said plan option that is listed in this contract and then at a later time is altered or eliminated by the North Central Indiana Insurance Consortium shall be considered immediately altered or eliminated from this contract under the provisions established by the North Central Indiana Insurance Consortium without the consent of the Western Wayne Education Association.

A teacher upon retirement may participate in group health insurance if the following qualifications are met:

1. Whose retirement date is after June 30, 1986
2. Who will have reached upon retirement fifty-five (55) years of age, but who will not be eligible for Medicare coverage as prescribed by law.
3. Who will have completed twenty (20) years of creditable employment with a public employer, ten (10) years of which shall have been completed immediately preceding

retirement; and

4. Who will have completed upon retirement at least fifteen (15) years of participation in the retirement plan of which the employee is a member; is entitled to participate in the health insurance program if the employee pays both the employer's and the employee's premium for the insurance and if the employee within thirty (30) days after retirement files a written request for insurance coverage with the employer. A retired employee's eligibility to continue insurance under the subsection ends when the employee becomes eligible for Medicare coverage or when the employer terminates the health insurance program. A retired employee may elect to have his/her dependents covered under the health insurance program at the time the employee retires. Upon the death of the retired teacher, his/her dependents shall be eligible for coverage as per COBRA (Consolidated Omnibus Reconciliation Act of 1985) regulations.

An employee who is on leave without pay is entitled to participate in any health insurance program maintained by the employer if the employee pays both the employer's and the employee's premiums for the insurance.

ARTICLE III

A. Salary and Wage Provisions

The parties agree that the teacher salaries and wages to be affected by this agreement are accurately reflected within this agreement. Part-time teachers shall receive salary in direct proportion to the amount of time worked. The reimbursable mileage rate for performing approved school related business will be as per the current IRS rate.

All active certified teachers shall receive their salary through twenty-six (26) bi-weekly installments. Sections C and D of this Article contain all wage payments for ancillary, co-curricular and extra-curricular duties/activities.

One-Time Compensation Adjustment for Transition to Salary Schedule

1. On November 12, 2021, all teachers who meet the eligibility criteria laid out in Section B of this Article shall receive a salary increase, based on the compensation model factors laid out in Section B of this Article, prorated to the amount reflective of a transition of the teacher's salary to the salary schedule compensation model laid out in Section B of this Article. Thus, the teacher's bi-weekly salary, beginning November 12, 2021, will be the bi-weekly equivalent of the annual salary laid out in the salary schedule compensation model. Teachers will be placed on/transitioned to this salary schedule compensation model at the level equal to or next highest compared to the teacher's 2020-21 salary.

B. Compensation Model

Base Salaries

Base salaries range from \$40,000 to \$57,645 prior to the application of salary increases under this agreement.

Starting Salaries for New Teachers

For any teacher employed by Western Wayne Schools under this Agreement, the school year salary for newly hired teachers with no previous teaching experience will be \$40,000 and other newly hired teacher salaries will be based on the terms of the compensation model for newly hired teachers.

The superintendent shall be given the authority to increase the starting salary for newly hired teachers in areas deemed by the superintendent as “difficult to fill.” These individuals may receive, at the discretion of the superintendent, up to a \$10,000 increase to the base starting salary, but the final, total base salary may not exceed the maximum amount identified in the base salary range.

Compensation Model

Eligibility

Generally, teachers with evaluation results of “Needs Improvement” and/or “Ineffective” are not eligible for any additional compensation under this agreement, except for a teacher in the first two (2) full school years that the teacher provides instruction to students in elementary school or high school. If a teacher provides instruction to students in elementary school or high school in another state, any full school year, or its equivalent in the other state, that the teacher provides instruction counts toward the two (2) full school years under this provision. Aside from this limited statutorily-based exception, a teacher with an evaluation result of “Needs Improvement” or “Ineffective” will not receive any stipend or base salary increase under this agreement. The amount that would otherwise have been allocated for the salary increase of teachers rated ineffective or improvement necessary shall be re-allocated equally to teachers rated effective and highly effective as a one-time stipend.

In addition, teachers must have a minimum of 120 days of active service (work days actually worked by the teacher/employee) in a school year to be eligible to receive an evaluation. As such, a teacher where an evaluation cannot be completed in a school year will not receive any increase under this agreement. Paid days off such as sick, family illness and/or personal shall not count as work days/days of active service toward the determination of being eligible to receive an evaluation, except for Family-Medical Leave Act and military leave days.

Compensation Model Factors and Increases

This compensation increase will be based on the factors of receipt of an effective or highly effective evaluation for the previous school year and the academic needs of students.

1. The salary increase for evaluation is \$950.
2. The salary increase for academic needs is a teacher retention catch-up increase, and is defined as retaining effective and highly effective teachers by maintaining a competitive overall compensation system. Eligible teachers will be transitioned to the 2021-22 salary schedule compensation model at the level equal to or next highest compared to the teacher's 2020-21 salary. Any teacher whose hire-in salary was an amount greater than a level commensurate with their years of experience on the Salary Schedule at the time of hire will not receive an academic needs increase.

The salary increase will be implemented on November 12, 2021.

C. Athletic Extracurricular/Ancillary Duty Salary

Athletic Supervisors	\$963
Archery	\$250
Bowling	\$500
Elementary Basketball	\$455
Middle School Boys Basketball, Gr. 7	\$1,039
Middle School Boys Basketball, Gr. 8	\$1,039
Middle School Boys Football, Head Coach	\$1,091
Middle School Boys Football, Assistant	\$892
Middle School Boys Track, Head Coach	\$973
Middle School Boys Co-Ed Track, Assistant	\$377
Middle School Boys Wrestling, Head Coach	\$668
Middle School Boys Wrestling, Assistant	\$377
Middle School Boys Golf	\$576
Middle School Girls Basketball, Gr. 7	\$1,039
Middle School Girls Basketball, Gr. 8	\$1,039
Middle School Girls Track	\$973
Middle School Girls Cheerleading	\$909
Middle School Girls Volleyball, Gr. 7	\$736
Middle School Girls Volleyball, Gr. 8	\$736
Middle School Boys and Girls Girls Cross Country	\$687
High School Boys Baseball, Head Coach	\$2,993
High School Boys Baseball, JV/Assistant	\$1,446

High School Boys Basketball, Head Coach	\$6,209
High School Boys Basketball, JV/Assistant	\$2,318
High School Boys Basketball, Freshman	\$1,299
High School Boys Football, Head Coach	\$6,209
High School Boys Football, Assistant	\$1,727
High School Boys Tennis	\$1,636
High School Boys Track, Head Coach	\$2,058
High School Boys Wrestling, Head Coach	\$2,408
High School Boys Wrestling, Assistant	\$1,061
High School Boys Golf	\$1,299
High School Girls Basketball, Head Coach	\$6,209
High School Girls Basketball, JV/Assistant	\$2,318
High School Girls Basketball, Freshman	\$1,299
High School Girls Cheerleading, Varsity	\$1,363
High School Girls Cheerleading, Assistant	\$773
High School Girls Gymnastics	\$1,299
High School Girls Tennis	\$1,636
High School Girls Track	\$2,058
High School Girls Volleyball, Head Coach	\$2,794
High School Girls Volleyball, JV/Assistant	\$1,182
High School Girls Softball, Head Coach	\$2,993
High School Girls Softball, Assistant	\$1,446
High School Girls Golf	\$1,299
Co-Ed Cross Country	\$1,991
Co-Ed Track, Assistant	\$1,182

D. Non-Athletic Extracurricular/Ancillary Duty Salary

Elementary

Music/Choral	\$662
Spell Bowl	\$250
Knitting Club	\$250
Drama Club	\$250
Dance Club	\$250
Robotics Club Sponsor	\$500
Elementary Club	\$250

Middle School

Student Council	\$500
Builder's Club	\$350
Honor Society	\$303
Middle School Club	\$250

<u>High School</u>	
Agriculture	\$4,500
Drama (per play-2)	\$750
FFA	\$561
Key Club	\$433
Music/Choral	\$1,273
Music, Instrumental	\$2,013
Drill Teams	\$850
Drill Writer	\$850
Band Consultant	\$350
Percussion Consultant	\$350
BPA	\$866
Spanish	\$312
Freshman Class Sponsors	\$113
Freshman Class Sponsors	\$113
Sophomore Class Sponsors	\$113
Sophomore Class Sponsors	\$113
Junior Class Sponsors	\$113
Junior Class Sponsors	\$113
Senior Class Sponsors	\$113
Senior Class Sponsors	\$113
Prom Sponsors	\$410
Prom Sponsors	\$410
Graduation Coordinator	\$318
Graduation Coordinator	\$318
Student Council	\$500
Yearbook	\$878
National Honor Society	\$382
Robotics Club Sponsor	\$500
Academic Coordinator	\$681
Academic (math, science, English, soc. studies, fine arts)	\$393
Summer Music	\$973
High School Club	\$250

School Improvement Committee Team Members

Each position within each school building	\$350
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Miscellaneous

Tutoring outside of regular contractual hours/days (must have prior administrative approval)	\$20/hour
Approved instructional programs outside of regular contractual hours/days	

(must have prior administrative approval) Fitness Lab Supervision	\$20/hour
(must have prior administrative approval) Homebound Instruction	\$20/hour
Saturday School	Individual teacher hourly rate
Curriculum and/or instructional activities outside of regular contractual hours/days	\$15/hour
(must have prior administrative approval) Teacher Leader Position (multiple)	\$75/day \$1,500 (per days/180)

ARTICLE IV

A. Wage Related Fringe Benefits

1. Health Insurance

Each qualifying teacher will receive the following Board contribution towards health insurance for the 2021-22-school year:

TIER	BOARD CONTRIBUTION			
	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Plan 4</u>
Single	\$3,316	\$6,853	\$6,753	\$6,466
Employee/Child	\$3,795	\$8,835	\$8,300	\$7,500
Employee/Spouse	\$5,349	\$11,701	\$11,200	\$9,500
Family	\$5,951	\$14,431	\$14,281	\$11,595

In no event shall one hundred percent (100%) of premiums for a plan be paid by the Board. If the amount of the premium is less than the Board contribution, the teacher shall pay one dollar (\$1.00). * -The Board reserves the right to eliminate health insurance plan options at any time without the consent of the Western Wayne Education Association.

2. Dental and Vision Insurance

A group dental and vision insurance program will be made available to all actively working teachers. The Board contribution to each plan for each participating employee will be \$50.00 per year. * This provision will become null and void if the minimum number of participants, as per the rules of the selected vendor, cannot be obtained.

3. Life Insurance

The Board shall provide for each qualifying teacher a group life insurance plan which shall pay the teacher's designated beneficiary the sum of fifty thousand dollars (\$50,000.00) in the event of death; and, in the event of accidental death, an additional \$50,000 shall be paid, for a total of \$100,000 in case of accidental death. -The Board shall pay all premiums except for one dollar (\$1.00) which shall be paid by the qualifying teacher. *

If the terms of the policy and/or the requirements of the life insurance carrier reduce the life insurance benefit(s) at a particular age or under specified circumstances, then any affected beneficiaries of any teacher shall accept the amount paid by the life insurance carrier as the total benefit expected and/or entitled to, even if the amount paid by the carrier is a lesser amount than specified above.

Any financial difference or shortfall experienced by the beneficiaries of a teacher falling under these circumstances and provisions shall not hold the Western Wayne School Corporation liable and shall not be entitled to any additional payments by the school corporation for any reason.

4. Long-Term Disability Insurance

The Board shall provide for each qualifying teacher a group long-term disability plan. The Board shall make a maximum payment of one hundred fifty dollars (\$150.00) per teacher, with the teacher paying not less than one dollar (\$1.00) per year.*

* The sole authority for the selection of the insurance carriers shall be with the Board. Any insurance benefit provided by the Board shall be subject to the rules and regulations of the underwriters, carrier or group consortium.

5. IRS Section 125

A teacher may participate in the Western Wayne Schools Salary Reallocation Plan approved and adopted by the Board under the provisions of Section 125 of the Internal Revenue Code.

B. 401(a) Matching Annuity Plan

The Board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the 401(a) Plan) for all certified employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certified employees. The Board shall also maintain a 403(b) Plan (hereinafter referred to as the 403(b) Plan) for all certified employees covered under this collective bargaining agreement. The 403(b) Plan will include provisions for pre-tax salary reduction contributions which will be matched by equal Board contributions to the 401(a) Plan. The Board contribution to the 401(a) Plan will be 2%.

The contributions made by the certified employees and matched dollar for dollar by the Board shall be an amount which reflects the appropriate percent of the certified employees' base salary as set forth on the certified employees' teacher contract which corresponds to his or her salary.

For the certified employees hired after the date of ratification of the contract, he/she will be one hundred percent (100%) vested upon the completion of five (5) years of service with Western Wayne Schools.

C. Payment of Background Check Fees

The Board agrees to pay the costs associated with obtaining expanded criminal history background checks for currently-employed teachers.

ARTICLE V

A. Grievance Procedure

It is in the interest of the general public, and in the interest of the school children that both the school employee and school employer serve, that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances which arise out of the application or interpretation of this agreement, shall be resolved in accordance with the grievance procedure described in this agreement.

Grievance Procedure

Section 1. Definitions

A grievance is an alleged violation or claimed misinterpretation of a specific article or section of this Agreement.

The term "teacher" includes any individual or group of individuals within the bargaining unit.

The term "day" when used in this Article shall be working days. During the summer recess, the term shall mean weekdays.

The purpose of this grievance procedure is to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violation, misapplication, or misinterpretation of the provisions of this Contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representation of each party.

Section 2. Procedure

Step One

Within ten (10) days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance to the building principal. Within

three (3) days after the presentation grievance, the building principal shall orally answer the grievant.

Step Two

Within ten (10) days of the oral answer, if the grievance is not resolved it shall be stated in writing, signed by the grievant, and submitted to the building principal on a form mutually agreed upon by the Association and the Administration.

The Grievance shall (1) name the employee involved, (2) state the facts giving rise to the grievance, (3) identify the specific provision of this Agreement alleged to be violated, (4) state the contention of the grievant with respect to the grievance, and (5) indicate the specific relief requested.

Within five (5) days after receiving the written grievance, the principal shall communicate his answer, in writing, to the grievant.

Step Three

If the grievance is not resolved in Step Two, the grievant may, within ten (10) days of the receipt of the principal's answer, present the grievance to the Superintendent by filing the grievance and the principal's answer along with any written response of the grievant to the answer of the principal, with the Office of the Superintendent.

The Superintendent, or his designated representative, shall give the grievant an answer, in writing, no later than ten (10) days after the receipt of any written grievance properly filed with the Superintendent's office.

Step Four

Within ten (10) days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. The Board shall hold a hearing on the grievance at a regular or special meeting and render its decision in writing to the grievant no later than ten (10) days after receipt of the appeal.

The Board may not consider any material, allegation, or remedy that was not presented in Step Three.

The decision of the Board is final with no further appeal rights

Appendix A 2021-22 Salary Schedule

Salary Schedule

0	40000
1	41411
2	42127
3	42843
4	43559
5	44275
6	44991
7	45707
8	46423
9	47139
10	47855
11	48571
12	49287
13	50003
14	50719
15	51435
16	52151
17	52867
18	53583
19	54299
20	55015
21	60136
22	60852
23	61568
24	62284
25+	63000

ARTICLE VI
Conditions and Duration of Agreement

This agreement shall be effective as of the date of ratification and school board approval, retroactive to July 1, 2021, and shall continue in effect until June 30, 2022. The health benefits outlined in this contract will be effective as of October 1, 2021, through September 30, 2022 or until a TA is reached and these numbers change after the 2022-23 collective bargaining session.

This agreement is made and entered into the 10th day of November 2021 by and between the Board of School Trustees of Western Wayne Schools and the Western Wayne Education Association.

The undersigned attest to the following:

1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on October 13, 2021, and electronic participation from the parties and/or public [was/was not] permitted; and
2. A public meeting in compliance with I.C. § 20-29-6-19 was held on November 10, 2021, to discuss the tentative agreement and electronic participation from the governing body and/or public [WAS/WAS NOT] permitted.

THE BOARD OF SCHOOL TRUSTEES
WESTERN WAYNE SCHOOLS

PRESIDENT

SECRETARY

WESTERN WAYNE EDUCATION OF THE
ASSOCIATION

PRESIDENT

Andy Stover, Chief Negotiator of the
Exclusive School Employer's Negotiation Team