

CONTRACT

BETWEEN

METROPOLITAN SCHOOL DISTRICT OF WABASH COUNTY, INDIANA

AND

METROPOLITAN SCHOOL DISTRICT OF WABASH COUNTY EDUCATION

ASSOCIATION,

AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION

AND THE NATIONAL EDUCATION ASSOCIATION

**Contract entered on date of
August 1st, 2020**

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ARTICLE I


TERM OF AGREEMENT

This Agreement shall be effective on the 1st day of August 2019 and shall not extend past June 30, 2021.

This Contract is made and ratified into at Wabash, Indiana, on this 27th day of October 2020, by and between THE METROPOLITAN SCHOOL DISTRICT OF WABASH COUNTY, INDIANA, by its Board of Education, the school employer and school corporation, and THE METROPOLITAN SCHOOL DISTRICT OF WABASH COUNTY EDUCATION ASSOCIATION, AND AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION, the exclusive representative.

In witness whereof each of the parties has caused this instrument to be executed by its duly; authorized representatives the day and year above written.

The Metropolitan School District of
Wabash County, Indiana



Todd Dazey, President
MSD of Wabash County Board of
Education



Mike Keaffaber, Superintendent
MSD of Wabash County

Metropolitan School District of
Wabash County Education Association



Matt Denney, President
MSD of Wabash County Education
Association

ARTICLE II

RECOGNITION

The Board of Education of the Metropolitan School District of Wabash County, Indiana, recognized The Metropolitan School District of Wabash County Education Association as the sole and exclusive representative of certified employees with the following exclusions:

Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Technology Integration, Director of Information Technology, Athletic Directors, Director of Wabash-Miami Area Program for Exceptional Children, Psychologist, Speech/Language Pathologist, Blind and Low Vision Teacher, and Deaf and Hard of Hearing Teacher.

The School Employer agrees not to negotiate with any individual in the unit, nor to negotiate with or recognize any teachers' organization other than The Metropolitan School District of Wabash County Education Association during the term of the Contract.

The certified school employees shall have the right to form, join or assist the Exclusive Representative, and to participate in collective bargaining with the School Employer through representatives of their own choosing. The Exclusive Representative agrees not to interfere with, restrain, or coerce certified school employees in their right to, or their right not to, take part in activities of the Exclusive Representative.

The Metropolitan School District of Wabash County Education Association will continue to be recognized as the exclusive representative until a proper and successful challenge has been made by another organization through the Indiana Education Employees Relations Board. It is also recognized that this contract applies to teachers assigned to the Wabash-Miami Area Program for Exceptional Children.

ARTICLE III

DEFINITIONS

- A. **“Academic period”** shall mean time designated and assigned for the purpose of academic instruction.
- B. **“Association”** means The Metropolitan School District of Wabash County Education Association and its affiliates, the Indiana State Teachers Association and the National Education Association.
- C. **“Board”** means School Board of Education of The Metropolitan School District of Wabash County.
- D. **“Board policy,”** means only the content of the Board Policy Handbook. It does not mean extensions thereof such as student handbooks, teacher handbooks, administrative rules, etc.
- E. **“Certified school employees”** and **“teacher(s)”** mean the certified personnel employed by the school employer in the bargaining unit as defined in Article II of the Collective Bargaining Agreement (CBA).
- F. **“Contract”** shall mean the written document that defines the certificated teacher’s employment status as regular or temporary unless specifically identified otherwise.
- G. **“Days”** means contracted working days.
- H. **“Exclusive representative”** means the school employee organization, which has been certified or recognized as the exclusive representative of said certificated school employee, or the person or persons duly authorized to act on behalf of such representatives.
- I. **“Full-time”** means employment on a contract for a period of time equal to 100% of each of the contracted working days.
- J. **“Instructional”** means necessary activities related to imparting knowledge of assigned subject to students.
- K. **“Non-duty assigned time”** means that period of time during the regular teaching day when said teacher does not have specific students assigned duties.
- L. **“Part-time”** means employment on a contract with an FTE < 1. The base salary and fringe benefits of a part-time teacher shall be prorated based on FTE.
- M. **“President”** means the President of The Metropolitan School District of Wabash County Education Association and/or his/her designees.
- N. **“School Corporation”** means The Metropolitan School District of Wabash County, Indiana, of the State of Indiana.
- O. **“School employer”** means the Board of Education of The Metropolitan School District of Wabash County, Indiana, and any person(s) authorized to act for said body in dealing with its employees.
- P. **“One year of experience”** means teaching under contract for 120 or more days during the school year.
- Q. **“Full-Time Equivalent (FTE)”** means the percent of a full-time contract. {(# of days worked/Article IV days) times percent (%) of each day worked}

ARTICLE IV

SUPPLEMENTAL SERVICE

The Superintendent has agreed to bargain the following items:

- A. The salary of a teacher on a supplemental service contract for summer school will be calculated on the regular salary schedule except as noted in B, C, and D below. Part-time service on the supplemental service contract is computed on the basis of six (6) hours as a full day of service. The hourly rate shall be computed using the regular teacher's contract salary divided by the number of contracted hours {salary divided by (# of days contracted x 6 hrs./day)}.
- B. Teachers who receive a supplemental service teacher's contract for summer school for sixty (60) or more hours of instruction will receive one (1) additional sick leave day per constraints addressed in Article IX section A. If it is unused, then it shall accumulate per Article IX section A. Other Article IX absence provisions are also available to a teacher whose summer instructional hours equal sixty (60) or more.

ARTICLE V

SALARY AND WAGE

SECTION 1. General Provisions

- A. The teacher shall be paid, via direct deposit, in twenty-four (24) pays with the dates of pay being determined via the discussions process.
- B. Extra duty pay will be done by voucher submitted to the AD, to the principal or by Assistant Superintendent.
- C. Initial salary shall be determined by the following:
 - 1. Degree held
 - 2. A years experience shall be considered to be at least 120 school days per school year.
 - 3. Previous verifiable teacher contract experience in a state Department of Education accredited school or district. (No private school experience shall be granted prior to the 2004-2005 school year.)
 - 4. Verifiable military experience
 - 5. The Superintendent and/or Assistant Superintendent will negotiate the salary of all newly hired teachers with previous experience. Experience will be evaluated and credit will be allowed for prior teaching experience. The base salary will be determined at the time of hiring. A newly hired teacher shall be placed in the column and row that corresponds to the teacher's education and experience. The Superintendent has the discretion to place the new teacher one to five rows higher based on the needs of the corporation. Any exceptions to the salary schedule will be discussed with MSDWCEA representation.
 - 6. Note Compensation Models for further clarification. (Appendix D)

SECTION 2. Extended Contract Schedule

Jr-Sr High Guidance Counselors – 18 additional days beyond the teacher contract

*The additional days were not bargained but included for informational purposes only.

ARTICLE VI

EXTRA-DUTY PAY

SECTION 1. General Provisions

- A. ECA will be paid through payroll as a direct deposit per voucher. (See Appendix E for amounts).

Vouchers are to be paid according to the following schedule:

End of Season/Competition: Head Coaches, Assistant Coaches, Academic Coaches

Twice a season (End of Fall Season & End of Winter Season): Cheer Coaches

End of Each Semester: Club Sponsors, Department Chairs

ARTICLE VII

MILEAGE

- A. All approved travel shall be reimbursed as follows:

Travel incurred January 1, 2020 and thereafter forty-four cents (\$.44) per mile

At no time shall the reimbursement be more than the IRS standard mileage rate.

- B. The Board will determine the mileage between schools regularly traveled by teachers and use these standard distances in computing reimbursements (Refer to Mileage Charts in Appendix A). Such computations are subject to the grievance procedure.
- C. Teachers with mileage claims shall complete and submit the State Board of Public Account form at the end of each grading period for reimbursement by non-payroll check.

ARTICLE VIII

INSURANCE

It is understood by both parties that the Board will not contribute more than the cost of the premium for any insurance plan less \$1.00.

A. Health Insurance

1. The school employer shall pay toward the cost of hospitalization and medical care type insurance for each full-time teacher employed under contract. Said payment shall be as follows:
 - a. Beginning with the 2019-2020 school year, new employees would receive:
 - a. Plan 1 or 2: \$7,500
 - b. Plan 3 or 4: \$10,000

- b. Teachers employed before or during the 2005-2006 school year: Any plan other than a single: \$8,200.00.

Employees can select an insurance plan from The North Central Indiana School Insurance Consortium. The employer offers High Deductible and Low Deductible Plans with the following tiers:

- (1) Single, (2) Employee and Children, (3) Employee and Spouse, and (4) Family

Section (A 1 b) shall remain in force until such time that the contribution for the single plan is equal to or greater than the contribution for the family plan, then all teachers, no matter which type of plan, will then receive the contribution listed in section (A 1 a).

A teacher employed under contract for only a portion of the school year shall be entitled to a proportionate amount of the stipend as specified in Article III.

- 2. The insurance committee shall continue to review insurance policies. Said committee will represent the various categories of employees covered by the insurance plan. No change in insurance carrier will be made without cause and mutual agreement.
- 3. The following and/or their spouses may participate in the corporation's group health insurance (subject to proof of insurability-if needed). The persons included are:
 - a. Teachers on recall list-carrier approved
 - b. Retiring/retired teachers (including those on recall list) – carrier approved as stipulated in Article XII (Retirement)
 - c. Teachers considered totally disabled by the LTD insurance program and receiving LTD benefits
 - d. Current Teachers under contract
- 4. The school employer shall terminate the benefits in this section when said teacher reaches the age of full Medicare eligibility. Said teacher's spouse may continue with the above benefits until the age of full Medicare eligibility.
- 5. It is understood that each teacher must pay a minimum of \$1.00 towards this insurance plan.

B. Term Life Insurance

The school employer will pay for each full-time teacher under contract the cost (all but \$1.00) of a \$50,000 term life insurance policy, which includes accidental death and dismemberment riders. The insurance company is determined and selected solely by the school employer. It is understood that each teacher must pay a minimum of \$1.00 toward this insurance plan.

C. Long Term Disability Insurance

The school employer will pay all but \$1.00 toward the cost of long-term disability insurance, which shall pay 66 2/3 of a teacher's salary beginning on the 91st day and the teacher shall pay the balance of the premium. The insurance carrier is determined and selected solely by the school employer. It is understood that each teacher must pay a minimum of \$1.00 towards this insurance plan.

A teacher employed under contract for only a portion of the school year shall be entitled to a proportionate amount of the stipend as specified in Article III.

D. Dental Insurance

Employee's shall be provided each contract year a dental insurance policy. Such policy shall be either a single or dependent plan, whichever is selected by the employee. The Board contribution shall be sixty percent (60%) for a single plan or a dependent plan.

E. Vision Insurance

Vision insurance will be offered at the employee's expense.

F. Section 125 Benefits

The school corporation will provide voluntary payroll deductions for the purpose of permitting employees to receive benefits as provided by Section 125 of the Revenue Act of 1978. The deductions will begin at a mutually agreeable time after the selection of a third-party administrator. The Association and the school corporation will mutually select and agree on a third-party administrator. The sole cost to the school corporation will be a basic institution enrollment fee. All other administration fees shall be borne by the employee.

G. Health Savings Account

The school corporation will provide voluntary payroll deductions to the approved corporation vendor for employees on the corporation provided high deductible insurance plan.

ARTICLE IX

ABSENCES

A. Illness or Quarantine Day(s)

Each full-time teacher employed under contract shall be entitled to ten (10) days of absence per year due to personal illness, quarantine, or for illness of immediate family members. Immediate family is defined as spouse, child (biological, adopted, step, foster), mother, father, legal guardian, brother (biological, adopted, step, foster), sister (biological, adopted, step, foster), grandparent, in-laws (mother, father, grandparent, son, daughter, brother, sister) or grandchildren. Unused days will be accumulated. If in any one (1) school year the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulated to a total of ninety (90) days. (Employees employed on or before June 30, 2001 and that have accumulated more than ninety (90) days may retain these days. These individuals may not accumulate days until they fall below the ninety (90) day threshold referenced above). It is understood and mutually agreed to that the current days granted each year shall be used before the accumulated days are used. Verification of illness by a physician's statement may be required at the sole discretion of the school employer.

If a temporary medical disability is more than thirty (30) consecutive contract days, the teacher will submit a written document from a doctor to verify the disability in order to request additional unused illness days. A teacher employed under contract for only a portion of a school year shall be entitled to a proportionate number of days of illness or quarantine days, and unused days will be accumulated as specified herein.

Each teacher new to this school district, with prior teaching experience in Indiana public schools, will upon signing his/her first (1st) teaching contract, transfer one-half (1/2) of his/her accumulated illness or quarantine absence days (accumulated in Indiana public schools) to his/her accumulative total in the school district. Upon signing his/her second (2nd) teaching contract, the balance of his/her accumulated illness or quarantine days (accumulated in Indiana public schools) will be transferred to his/her accumulative total to a maximum of ninety (90) days. Should the building to which the teacher is assigned be closed, said teacher's requested illness day(s) occurring on the closed day(s) shall not be deducted from his/her illness days.

B. Parental day(s)

Each teacher shall be entitled to two (2) days absence per school year at such time the teacher or the teacher's wife gives birth to a child on a regular school day. One (1) day of the above days may be used at the time the mother is discharged from the hospital.

C. Bereavement Day(s)

In the case of death in the immediate family of a teacher under contract, the teacher is entitled to be absent without loss of compensation for a period extending not more than five (5) school days, if used within twenty-one (21) calendar days beyond such death for the purpose of attending the last burial rites and attending to other personal matters of the immediate family member. Immediate family shall be interpreted as spouse, child (biological, adopted, step, foster), mother, father, legal guardian, brother (biological, adopted, step, foster), sister (biological, adopted, step, foster), grandparent, in-laws (mother, father, grandparent, son, daughter, brother, sister) or grandchildren.

In the case of death of an uncle, aunt, niece, nephew, in-laws (aunt, uncle), or any other person who at the time of death was living as a member of the teacher's household the teacher is entitled to be absent two (2) days without loss of compensation, provided, however, said teacher does attend in person the last burial rites of said person, that said burial rites occur while said teacher is performing duties as assigned by the school employer under a valid teacher's contract, and that said burial rites do not occur during the time when said teacher is absent from assigned duties due to vacation, leave of absence, sick leaves, or leaves for personal business which may have been previously granted or approved by the school employer.

D. Legal Day(s)

A teacher under contract, called for jury duty or subpoenaed as a witness shall, during the required period of absence from assigned duty by the school employer, be paid full regular salary less the total amount of per diem allowance earned by such teacher for jury duty provided, however, such teacher shall make claim, collect, and deliver to the school employer, properly endorsed, the amount payable for such jury duty. The school employer shall reimburse that portion allotted for mileage and meals to said teacher. This provision does not apply if a teacher is subpoenaed as a witness during legal action involving the employment status of a school employee unless the employee is subpoenaed by the school employer.

E. Personal Business Day(s)

Each teacher under contract shall be entitled to two (2) days of absence per school year without loss of compensation for the transaction of personal business and/or the conducting of personal or civic affairs. Personal business day(s) will be granted in amounts of one-half (1/2) day (either AM or PM) to a maximum of two (2) days. Prior notification is encouraged, whenever possible, in the use of personal business days.

If in any one (1) school year the teacher shall be absent for any reasons covered in this provision for fewer than two (2) days, the remaining days shall accumulate. A teacher under contract for only a portion of the school year shall be entitled to only a proportionate number of personal leave days as stipulated in Article III.

Each full-time teacher under contract may draw up to three (3) days from his/her accumulated personal business days for personal business use up to a maximum of five (5) total days, with superintendent permission required in writing to draw the fifth (5th) day. The Superintendent shall either grant or deny the request in writing with the decision being final and without appeal.

If a teacher has no accumulated personal business days, they may convert up to three (3) illness days to personal business days for a maximum of five (5) personal business days per school year, the fifth (5th) day requiring superintendent permission in writing. The Superintendent shall either grant or deny the request in writing with the decision being final and without appeal.

ARTICLE X

CATASTROPHIC/CHRONIC ILLNESS/INJURY LEAVE BANK

1. Purpose.

It is the purpose of the Catastrophic/Chronic Illness/Injury Leave Bank ("CIILB") to provide bargaining unit members with an opportunity to be protected from a portion of the financial burden that may result from personal or family chronic illness and/or catastrophic injury. Family shall be defined as the following: father, mother, stepparent, brother, sister, wife, husband, child, step-daughter, step-son, grandparents, grandchildren, mother-in-law, father-in-law, or any relative who, at the time of illness, is living as a member of the household of the member. A chronic illness or catastrophic injury is defined as one that is sufficiently severe to prevent the member from performing their duties for the Corporation or that requires the member to become caregiver for the family member. "Catastrophic/Chronic illness/injury" as used here means an illness or injury of long duration or an illness that results in frequent recurrence of the same symptoms as distinguished from acute or short-term illness.

2. Participants.

- a. The CIILB is open to all bargaining unit members in the school corporation.
- b. No bargaining unit member shall be required to participate in the CIILB.
- c. A bargaining unit member may elect to join the CIILB by providing written authorization for the contribution of one (1) of his/her available sick leave days to the CIILB. Written authorization consists of filling out the appropriate authorization form located in Appendix B. This will give written authorization for the contribution of one (1) available sick leave day to the CIILB.
- d. New employees shall be given information on the CIILB by the school administration at his/her time of employment with their new hire paperwork. The annual enrollment period for accepting voluntary membership in the CIILB shall be from the beginning of school until August 31st of each year. Any current employee wishing to become a member of the CIILB may join during the annual enrollment period.
- e. Any bargaining unit member who does not enroll at the time they are hired shall not be entitled to apply for CIILB leave based upon a condition that had been diagnosed by a healthcare provider at the time of the application for the first semester following enrollment.
- f. A bargaining unit member employed by the school corporation after the annual enrollment period has passed shall have ten (10) school days from his/her hire date in which to enroll in the CIILB.
- g. A bargaining unit member who elects to become a member of the CIILB must remain a member for the entire year. A member of the CIILB ceases to be a member upon his/her termination of employment in the school corporation.

3. Operation

- a. If the CIILB is below one hundred (100) days at the conclusion of a school year, each member shall be assessed one (1) day at the start of the following school year.
- b. If at the start of the school year there are at least one hundred (100) days in the CIILB, there shall be no contributions to the Sick Leave Bank, except by bargaining unit members wishing membership status and new contracted members.
- c. Membership in the CIILB shall be automatically continued from one school year to the next unless the member indicates in writing his/her election to withdraw from the CIILB. Such withdrawal must be so indicated during the annual enrollment period.

- d. All donated days lose their identity and are considered a permanent contribution and not transferable.
- e. Once a member has dropped out of the CIILB, he/she must donate one (1) day to renew membership in the program.

4. Participant Eligibility

- a. Applicants to the CIILB must satisfy the following criteria:
 - i. An applicant must have evidence of being a donating member of the CIILB prior to the time of need.
 - ii. Members must deplete their available sick leave days before using the CIILB.
 - iii. Written application must be made by the participating member of the CIILB or a member of his/her family. The application shall be accompanied by a physician's certificate, signed by a licensed physician, stating the nature of the illness, estimated length of disability, and prognosis of the person's condition.
 - iv. There must be a waiting period of five (5) contract days before days from the sick leave bank may be used. These days are unpaid.
 - v. The member must not have income available to him/her through worker's compensation or long-term disability benefits.

5. CIILB Committee

- a. This committee shall consist of two members of the administration appointed by the Board and two members of the Bargaining unit appointed by the Metropolitan School District of Wabash County Education Association representing the bargaining unit. The superintendent will act as chairperson of this committee. The chairperson will have no voting power except in the event of a tie vote by the committee, then the chairperson shall cast the tie breaking vote.
- b. A maximum number of days to be granted per teacher shall be thirty (30) school days per school year. The extension of this thirty (30) day limitation may be granted at the discretion of the Sick Leave Bank Committee not to exceed an additional thirty (30) days. Any extension beyond this sixty (60) day limitation will require approval of the School Board.
- c. The CIILB Committee may request additional information to support the application, including a second opinion.
- d. All information concerning an application shall be held in strict confidence.
- e. Applications for use may be made by the member's personal representative in cases where the individual member is unable to do so.
- f. The CIILB Committee will act upon each application and shall inform the applicant, or a member of the family, of the decision. The CIILB Committee shall report a written decision to the Superintendent and the Association President.
- g. The administration of the Bank will be the sole responsibility of the CIILB Committee.

6. Repayment of Loan

- a. The recipient who remains in the employment of the school corporation shall repay the CIILB Bank the borrowed days at the rate of at least three (3) days per year from unused sick leave days until the loan has been repaid.

- b. A recipient who leaves the school corporation and still owes days to the CIILB Bank must transfer accumulated sick leave days to the CIILB Bank as payment toward the loan.
 - c. Any days not recovered by the CIILB Bank in Items a or b above shall be absorbed by the Bank upon termination of the individual's employment.
7. A decision of the CIILB Committee is final.
8. Unused Approved Days. Any days that are granted for use to a bargaining unit member by the CIILB but are not used shall be returned to the CIILB.

ARTICLE XI

LEAVES

Upon return from any leave specified in this article, a teacher shall be assigned to the same position, if available, or if not at least a similar teaching position. A new teaching assignment shall be based on a conference between the teacher and the superintendent (or designee) concerning the teaching position available for which he/she is certified. A position for which a teacher is certified constitutes a similar position with preference being given to major area of certification.

Leaves shall be granted without jeopardy to retirement, salary benefits, tenure and seniority rights.

A. Maternity Leave

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

1. Any teacher who is pregnant is entitled to have a leave of absence anytime between the commencement of pregnancy and one (1) year following the birth of her child if, except in a medical emergency, she notifies the superintendent of the school corporation in which she teaches at least thirty (30) days before the date on which she desires to start her leave. Said notification shall include the expected beginning date and the expected ending date. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.
2. All or any portion of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her personal illness days not to exceed 30 consecutive days from the combination of available and accumulated days with a medical doctor's permit. If a teacher chooses to use this option, the number of days and dates of use must be included with the above-mentioned notification. After her thirty (30) days of consecutive contract illness days have been used, the teacher may be absent without pay subject to Section 1 of this Article. If a temporary medical disability is more than thirty (30) consecutive contract days, the teacher will submit a written document from her doctor to verify the disability in order to request additional unused illness days. Leave requested under Section A1 of the Article shall be limited to a maximum of one (1) calendar year but may be extended to the end of the current school year by the mutual agreement of the teacher and her principal in accordance with I.C. 20-6.1-6-4 following the birth of said teacher's child. Upon her return, said teacher shall then be assigned to a like position held at time her leave commenced.
3. Said teacher shall not advance on the experience column of the salary schedule unless the teacher is paid under contract one hundred twenty (120) or more days during the school year the leave was in effect.

B. Paternity Leave

A leave of absence without pay due to paternity reasons any time between the birth of his child and one (1) year following the birth of the child shall be granted by the school employer. Paternity leave shall be limited to a maximum of the one (1) calendar year following the birth of said teacher's child.

Application for said leave shall be made by notifying the Superintendent of his desire to take such leave and, except in the case of medical emergency affecting the pregnancy, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. Said notification shall include the expected beginning date, the expected ending date, and a copy of the birth certificate of the newborn.

Said teach shall not advance on the experience column of the salary schedule unless the teacher is paid under contract on hundred twenty (120) or more days during the school year the leave was in effect.

C. Adoptive Leave

Adoptive leave shall be granted for up to a period of one (1) school year without compensation. Upon initial application for the adoption, the teacher shall notify the school employer of his/her intent and length of leave. The period of leave shall commence when the child is physically turned over to the teacher-parent. The teacher may use a part of his/her accumulated sick leave days, with a maximum of thirty (30) days, during adoptive leave. Procedures and conditions for returning shall be the same as those applicable for maternity leave.

Said teacher shall not advance on the experience column of the salary schedule unless the teacher is paid under contract one hundred twenty (120) or more days during the school year the leave was in effect.

D. Sabbatical and/or Study Leave

Each permanent teacher employed under contract may be entitled to a single one (1) year leave in any ten-year period. Said leave shall be granted under the following requirements and provisions:

1. Written notification shall be given to the Office of the Superintendent in writing at least ninety (90) days before the date on which the leave is to start. Said notification shall include the expected beginning date and the expected ending date, which must correspond with the beginning of a semester, and an outlined plan for the period requested. Upon receipt of the application, the Superintendent will submit the request to the Board of Education for approval or disapproval.
2. Said leave shall be without compensation.
3. The purpose of said leave shall be for personal growth or development that will eventuate in improved educational services to the children of MSD of Wabash through advanced study, work experience, teacher exchanged programs, or approved educational travel.

Said teacher shall not advance on the experience column of the salary schedule unless the teacher is paid under contract one hundred twenty (120) or more days during the school year the leave was in effect.

E. Military Leave

Each teacher under regular contract shall be entitled to defense service leave. This leave will be granted as specified in Federal and State Law.

F. Unpaid Health Leave

Each teacher under regular contract may be granted up to one (1) year unpaid health leave. Said leave shall be granted in accordance with terms specified below:

1. Receipt of a signed physician's statement that at teacher or a member of said teacher's immediate family is seriously ill. Immediate family shall mean only spouse, son, daughter, mother, father, or other relative living in the same household prior to the time the serious illness developed.
2. Said leave may be extended up to one (1) full school year beyond the first year the leave was granted at the sole discretion of the school employer.
3. Notification shall be given to the Office of the Superintendent in writing at least thirty (30) days before the date on which the leave is to start. Said notification shall include the expected beginning date and the expected ending date which must correspond with the beginning of a grading period. In case of a medical emergency, the teacher shall be granted a leave, as otherwise provided in this section. Immediately upon request and certification of the emergency from an attending physician.
4. Said teacher shall not advance on the experience column of the salary schedule unless the teacher is paid under contract one hundred twenty (120) or more days during the school year the leave was in effect.

G. Personal Injury Leave

The following conditions shall apply if a teacher is injured while performing on the job during the regular school day or while instructing/supervising students.

1. The teacher is not eligible for benefits from this provision, Personal Injury Leave, unless he/she is a member of the school employer's Long-term Disability Insurance Program.
2. The teacher shall not be eligible for benefits from the Personal Illness provision of this contract.
3. The school employer shall continue to pay the teacher's contracted base salary for a period of one year from the date of the injury; however, the school employer's obligation will be reduced by an amount equal to benefits the employee receives from Workmen's Compensation and/or any other disability benefit.
4. When the employee returns to work, the employee shall have access to all prior accumulated illness leave. If the employee is permanently disabled, and upon proper documentation of same, the employee will receive compensation for the unused current and accumulate illness days in an amount equal to the number of unused current and accumulated illness days multiplied by the daily rate of pay (at time of injury) for substitute teacher with teacher's license.
5. If, at the time of injury, the employee is enrolled in the employer provide health plan, the employer shall continue to pay the employer contribution for a single plan towards the employee's health insurance. This amount (fixed at time of injury) shall continue to be paid towards the employee's health insurance until such time that the employee changes to another insurance or is eligible for Medicare.
6. The school employer may require the employee to have a second opinion on the disability from a physician of the employer's choice.

ARTICLE XII

RETIREMENT

- A. Any teacher who is ending employment through retirement is encouraged to notify the superintendent, in writing, of his/her intention to retire as early as possible in order for staffing to take place in a timely manner. Any teacher who has submitted said notice prior to March 1 of the said year of retirement will have their remaining contracted salary paid on or before June 30th of the year of retirement via scheduled pay dates.

- B. The retirement benefit shall include:
 - 1. A 401(a)/VEBA matching retirement plan that is subject to all applicable IRS regulations.
 - 2. The corporation will match a teacher's contribution up to a maximum of 2.25% of the Salary Amount for each participating teacher.
 - 3. The 2.25% match will be split by 1.25% to a 401(a) and 1% to a VEBA for all teachers.
- C. Salary shall be defined as pay for regular teaching as determined by the salary schedule (excluding Extended contracts, ECA schedule pay, and miscellaneous pay).
- D. Contributions shall be made monthly to an approved corporation vendor.
- E. The teacher may make a larger contribution as long as the IRS maximums are not exceeded.
- F. Teachers shall be eligible for board contributions beginning in their first year of employment and be fully vested in the 401(a)/VEBA plan at the end of their fifth year of eligibility. In the event of the death of an employee, the board shall immediately declare the employee vested upon receipt of a certified certificate of death.
- G. The carrier shall not be changed without cause and by mutual agreement.
- H. Teachers who have retired after July 1, 2002, and/or their spouse may continue coverage (subject to proof of insurability-if needed) under the group health insurance program. Said teacher and/or spouse may continue with benefits until the age of full Medicare eligibility and shall assume the full financial responsibility for said program. Said financial responsibility shall be paid to the school employer thirty (30) days in advance of said payment being due to insurance vendor. If payments fall behind without proper notification to the school employer, then the said coverage may be terminated. This section (I) also applies to any employee that has been "laid off" pursuant to the Lay-off Recall article.

ARTICLE XIII

GRIEVANCE PROCEDURE

This Grievance Procedure, hereafter referred to as "Procedure", stipulates the conditions under and the procedures by which grievances alleged by school employees as defined in this Agreement shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following grievance procedures.

Section 1. **Definitions**

- A. A "grievance" is an alleged violation of a specific article or section of this Agreement and is timely processed in accordance with this Procedure.
- B. A "grievant" is a member of the bargaining unit who files a grievance.
- C. The term "day(s)" when used in this Procedure shall mean teacher days as that term is used in the regular school year calendar and shall include all days when teachers are generally required to report to work. A partial teacher workday shall count as a full day. During the summer recess, the term shall mean weekdays (Monday through Friday), except holidays when the school administration's central office is closed.

Section 2. **Grievant, Representation, Informal Presentation**

- A. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal or immediate supervisor in the office of the principal or supervisor. The teacher may be accompanied by a representative of his/her choice/
- B. The Grievance Report Form (Appendix C) shall be used at the informal conference. Forms are available from the principal or the Association.
- C. The Association may initiate a grievance at Step Two if it affects all or substantially all of the teachers in the school system or at Step One if it affects all or substantially all of the teachers at on building.

Section 3. **Procedure, Time lines**

The written grievance should be filed as soon as possible. In any case, a grievance not filed within fifteen (15) days after the informal conference referred to in Section 2. A. Above shall be deemed waived and shall not be processed.

Step One.

The grievant may file a formal grievance in writing with the building principal.

- A. The grievance form shall be filed in quadruplicate with one copy each for the Association, the grievant, the building principal, and the office of the superintendent.
- B. The grievance shall (1) name the other individual(s) involved, if any, (2) state the facts giving rise to the grievance, (3) identify the specific provisions alleged to have been violated, (4) state the contention of the grievant with respect to these provisions, (5) indicate specifically the relief requested, and (6) be signed by the grievant(s).
- C. The grievant may request a meeting with the building principal, and Association representative(s) may accompany the grievant. In any event, within seven (7) days after receiving the written grievance, the building principal shall communicate his/her answer in writing to the grievant, and said answer shall be attached to the grievance.

Step Two.

- A. If the grievance is not resolved in Step One, the grievant may, within five (5) days of receipt of the building principal's answer, appeal to the superintendent by filing the grievance, the building principal's answer, a copy of all materials and evidence previously submitted, and written response by the grievant, if desired.
- B. The grievant may request a meeting with the superintendent, and Association representative(s) may accompany the grievant. In any event within ten (10) days after receiving the written grievance, the superintendent shall communicate his/her answer in writing to the grievant and the Association, and said answer shall be attached to the grievance. If the superintendent determines additional time is required to investigate the grievance, an additional ten (10) days shall be allowed upon written notice by the superintendent to the Association.

Step Three.

- A. If the grievance is not resolved in Step Two, the grievant may, within five (5) days of receipt of the superintendent's answer, appeal to the Board by filing the grievance and all attachments with the office of the superintendent which shall acknowledge receipt of the same.
- B. The Board, or its designated members, shall schedule a grievance meeting within twenty (20) days of the receipt of the notice. The grievant and the Association shall be promptly notified of the time and place of such meeting, and both shall be permitted to offer testimony and submit evidence. The Board shall render a written decision to

both the grievant and the association within ten (10) days after the meeting, and it shall be attached to the grievance.

Step Four.

- A. Within twenty (20) days after receipt of the decision of Step Three, the Association, upon written notice to the employer, may submit the grievance to arbitration.
- B. The arbitrator shall be selected in accordance with American Association (AAA) rules.
- C. Except as otherwise stated in this article, AAA rules shall be followed in the entire arbitration procedure.

Section 4. Powers of Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation to make a final and binding decision in cases of alleged violation of specific articles and sections of the Agreement or board policy.

- A. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement, its salary schedules and appendices, nor to consider matters outside the scope of the grievance and its attachments.
- B. When applicable, he/she shall be bound by relevant Indiana statutes, regulations and court decisions.
- C. He/She shall have no power to rule on the termination of services or failure to employ or re-employ or assign any teacher to a position on an extended contract.
- D. He/She shall have no power to change any practice, policy, rule or decision of the School Corporation nor to substitute his/her judgment for that of the School Corporation as to the reasonableness of any such practice, policy, rule, or any action taken by the School Corporation, unless he/she specifically finds such practice, policy, rule, or action to be in direct conflict with this Agreement.
- E. If the teacher(s) who would benefit by the granting of the relief requested by the grievance has filed or could file a claim or complaint with a court or agency to obtain the relief requested by the grievance, arbitration shall not proceed unless said teacher(s) furnishes the parties a written agreement to be bound by the arbitration procedures and to dismiss, or not file, any other claim or complaint requesting the subject relief.
- F. He/She shall have no power to award back pay for any time more than thirty (30) calendar days prior to the date on which a timely written grievance was filed.
- G. There shall be no appeal from an arbitrator's decision of within the scope of his/her authority as set forth above. It shall be final and binding on the Grievant, Association, its members, the employee or employees involved, and the Board.

Section 5. Time Limits.

- A. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
- B. Time limits herein apply to teacher on leave of absence other than sick leave, as if such teacher were present and working.
- C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit grievant to appeal at the next step of this procedure.
- D. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step.

- E. Any grievance, which arose prior to the effective date of this Agreement, shall be processed in accordance with the agreement in existence at that time.

Section 6. Other Provisions Relating to the Procedure.

- A. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- B. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not valid basis for evaluations.
- C. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association, including the original costs of the transcript of the proceedings for use by the arbitrator. All other expenses, incurred in the grievance or arbitration process, shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE XIV

GENERAL CONTRACT PROCEDURES

A. Complete Agreement

This Contract supersedes and cancels all previous contracts or agreements, oral or written or based on alleged past practices, between the school employer and the exclusive representative and constitutes the entire agreement between the parties.

B. Scope of Agreement

The parties acknowledge that during the bargaining which resulted in the Contract each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract, and this Contract constitutes the only limitations upon the school corporation's power, authority, and right to manage and direct the operations of the school corporation to the full extent vested in it by appropriate law. It is further understood that the Association and any and all certified personnel shall not cause, engage in, or sanction any strike, slow-down, or other concerted action. Nor shall there be any strike or interruption of work because of any dispute or disagreement between any other persons (or other employees or unions) who are not signatory parties to this agreement.

C. Fair Practices

No teacher shall be discriminated against or coerced for having exercised any of the rights and privileges granted under this Agreement.

D. Severability

If any provision of this Contract or of any amendment or supplemental agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by such court pending a final determination as to its validity, the remainder of this Contract and of any amendment or supplemental agreement thereto, or the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

E. Captions

The article and section captions contained in the Agreement are for reference only, and should not be used in any substantive interpretation of the meaning of this Agreement.

F. Amendments

Any amendment or agreement supplemental hereto shall be binding upon either party unless executed in writing and ratified by the parties hereto.

G. Expanded Criminal History Background Check

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 for current employees. However, if an employee misses the deadline for inputting the information to the vendor or comes back with results that would cause termination; the employee will reimburse the School District the full cost of the background check.

APPENDIX

APPENDIX A

MILEAGE CHART

METROPOLITAN SCHOOL DISTRICT OF WABASH COUNTY

LOCATION	AP, BUS	MNE	SCE	SES	NHS	SHS	WH	HCC
MSD, AP, Bus	--	2.90	4.55	8.45	4.70	8.15	7.95	1.50
MNE	2.90	--	3.75	10.70	3.85	10.40	10.20	4.05
SCE	4.55	3.75	--	10.50	--	10.20	10.00	3.75
SES	8.45	10.70	10.50	--	10.35	.35	1.15	7.80
NHS	4.70	3.85	--	10.35	--	10.05	9.85	3.90
SHS	8.15	10.40	10.20	.35	10.05	--	.80	7.50
White's	7.95	10.20	10.00	1.15	9.85	.80	--	7.30
HCC	1.50	4.05	3.75	7.80	3.90	7.50	7.30	--

APPENDIX B

**CATASTROPHIC/CHRONIC ILLNESS/INJURY LEAVE BANK AUTHORIZATION
FORM**

NOTE: The annual enrollment period for accepting voluntary membership in the CIILB shall be from the beginning of school until August 31st of each year. A bargaining unit member employed by the school corporation after the annual enrollment period has passed shall have ten (10) school days from his/her hire date in which to enroll in the CIILB. This form must be completed by these dates.

I, _____, the undersigned employee hereby voluntarily
(certified employee)

contribute and transfer one day from my personal illness leave days to the Metropolitan School

District of Wabash CIILB Bank as provided for in the Master Contract.

I understand that all donated days lose their identity and are considered a permanent

contribution and not transferable.

(Date)

(Employee Signature)

I, _____ choose to **decline** joining the Metropolitan School District
of Wabash County CIILB Bank.

(Date)

(Employee Signature)

APPENDIX C
Metropolitan School District of Wabash County

GRIEVANCE REPORT FORM

Step in Grievance Procedure _____

Grievant _____ *Date Filed* _____

Building _____ *Assignment* _____

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

C. Article(s) and Paragraph(s) of Agreement or Board Policy Violated _____

D. Relief Sought _____

E. Disposition and Reason for Disposition _____

F. Position of Grievant _____

Meeting Date _____

Signature

Signature

Signature

Signature

APPENDIX D

COMPENSATION MODEL

A. The base salaries of teachers covered by this agreement are set forth in Appendix D, which is attached to and incorporated in this agreement. Such salaries shall remain in effect during the term of this agreement. The base salary for a full-time beginning teacher hired under this contract is no less than \$37,500. The salary range before any increase was \$36,000-\$62,300. The salary range for this agreement after increases negotiated is \$37,500-\$63,800 excluding the TRF contributions. No row changes were negotiated for the 2020-2021 contract. The process for movement and eligibility can be found below.

B. Compensation Model

1. Employees with a Master's Degree or higher will be placed in the MA column. All other certified staff members will be placed in the BA column.
2. Salary increases will be given to effective and highly effective teachers under the compensation model described below to create the compensation placement table found in Appendix D. Fifty percent (50%) of the possible increase in salary is based on evaluation and fifty percent (50%) is based on academic needs or education.
 - a. No teacher rated "ineffective" or "improvement necessary" will receive any increase in compensation and will remain at the same level of compensation as the previous year. 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 equally redistributed to all teachers rated "effective" or "highly effective". The redistribution will be paid as a stipend in the last payroll of the school year.
 - b. Teachers in their first two full school years of instructing students are exempt from the evaluation eligibility requirement as stated in IC 20-28-9-1.5(e), (f)-.
 - c. Table Placement of Teachers Rated Ineffective or Improvement Necessary. Any teacher who is disqualified for a row or column change due to the operation of I.C. 20-28-9-1.5 shall continue to have the salary designated by the row and column position the teacher last obtained on the salary table in effect at the time of disqualification for the duration of such disqualification.

C. Column Change

Requirements to move over to the right one (1) column in the same row:

The teacher: (a) receives an effective or highly effective *evaluation* for the preceding school year, (b) meets the *academic needs* of students (is present for 120 school days), (c) attains a new eligible content area degree. Eligible content areas are any content area (as defined by IDOE) in which the teacher currently teaches or any other content area approved by the superintendent. Approved leaves taken by a teacher for the following purposes will not count against the teacher's attendance for purposes of eligibility in this category: worker's compensation, military leave, FMLA, bereavement leave, or professional development. There will be no column changes midyear and will take place at the beginning of the next school year.

D. Row Change

Requirements to move down one (1) row within the same column:

If the teacher is not eligible for a column change because the teacher has not attained an additional degree but the teacher meets all other criteria for a column change, then the teacher will be eligible to move down one (1) row in his or her current column.

Only one movement will be permitted per contract year. A teacher may move down one row, or right one column in a school year. No diagonal movement shall be permitted.

E. An eligible Teacher, under the rules of this contract, who is at the top end of the schedule (BA or MA) will not receive an increase to their base salary, but will receive a stipend equivalent to the amount of a row change.

F. There was an option to open up the contract for 2020-2021 year only for the purpose of salary schedule and retirement match.

Rows	BA	MA
A	37500	38800
B	38500	39800
C	39500	40800
D	40500	41800
E	41500	42800
F	42500	43800
G	43500	44800
H	44500	45800
I	45500	46800
J	46500	47800
K	47500	48800
L	48500	49800
M	49500	50800
N	50500	51800
O	51500	52800
P	52500	53800
Q	53500	54800
R	54500	55800
S	55500	56800
T	56500	57800
U	57500	58800
V	58500	59800
W	59500	60800
X	60500	61800
Y	61500	62800
Z	62500	63800

APPENDIX E

EXTRACURRICULAR SALARY SCHEDULE

Sport	Amount	<i>For Informational Purposes only</i>
Baseball (9-12)		
Head Coach	\$3,430.00	
Assistant Pool	\$2,497.00	
Basketball Boys (6-12)		
Head Coach	\$6,666.00	
Assistant Pool	\$9,992.00	
5/6 th Grade Coach	\$850.00	one each
Basketball Girls (6-12)		
Head Coach	\$6,666.00	
Assistant Pool	\$9,992.00	
5/6 th Grade Coach	\$850.00	one each
Cheerleading (6-12)		
Head Coach	\$3,430.00	
Assistant Pool	\$1,589.00	
Cross Country (5-12)		
Head Coach	\$3,430.00	Combined B/G
Assistant Pool	\$4,086.00	Must have 10 combined to have Asst. Coach
Football (6-12)		
Head Coach	\$6,666.00	
Assistant Pool	\$14,078.00	
Boys Golf (6-12)		
Head Coach	\$3,430.00	
Assistant Pool	\$2,497.00	Must have 7 to have Asst. Coach (\$850 for Jr. High)
Girls Golf (6-12)		
Head Coach	\$3,430.00	
Assistant Pool	\$2,497.00	Must have 7 to have Asst. Coach (\$850 for Jr. High)
Softball (9-12)		
Head Coach	\$3,430.00	
Assistant Pool	\$2,497.00	
Tennis (9-12)		
Head Coach	\$3,430.00	
Assistant Pool	\$2,497.00	Must have 7 to have Asst. Coach

Track (6-12)		
Head Coach	\$3,430.00	Combined B/G
Assistant Pool	\$9,761.00	
Volleyball (6-12)		
Head Coach	\$3,430.00	
Assistant Pool	\$7,719.00	
5/6 th Grade Coach	\$850.00	one each
Wrestling (5-12)		
Head Coach	\$3,430.00	
Assistant Pool	\$6,130.00	
Academic Clubs/Teams		
Head Speech Coach	\$1,530.00	
Key Club	\$1,530.00	
Unger Mountain Sponsor	\$1,530.00	
Band/Choir		
Choir Extracurricular Performance	\$1,530.00	Concerts
Band Extracurricular Performance	\$2,100.00	Concerts and requires a minimum of 12 dates for Varsity Football/Basketball games
Class Sponsors		
Senior Class Pool	\$1,734.00	May be divided between multiple sponsors
Junior Class Pool	\$1,734.00	May be divided between multiple sponsors
Department Chairperson		
English	\$663.00	1 per HS
Math	\$663.00	1 per HS
Science	\$663.00	1 per HS
Social Studies	\$663.00	1 per HS
Elective	\$663.00	2 per HS
Drama		
Musical	\$1,091.00	1 per year
Play	\$1,091.00	1 per year
Intramurals		
*Pool	\$1,306.00	
Student Council		
High School	\$867.00	2 per HS
Elementary (\$15per Hour...up to)	\$184.00	

Summer School		Dependent on State Reimbursement (1 per 15 students)
Summer Ag	\$3,570.00	
Summer Band	\$1,785.00	
Science in Motion	\$3,570.00	
Other Stipends		
National Honor Society	\$255.00	
Yearbook	\$2,856.00	
Piano Accompanist	\$607.00	2 programs per HS
Distance Learning	\$2,066.00	The Distance Learning stipends would be available each semester based on enrollment on count day in the Distance Learning Program in excess of 70 students. Each distance learning staff will be assigned a class roster of 15-20 students.
ADDITIONAL ACADEMIC COACHING		
Battle of the Books	\$255.00	Per building
Spell Bowl (Sr. High)	\$255.00	Per building
Spell Bowl (Running River)	\$255.00	Per building
Spell Bowl (Elementary)	\$255.00	Per building
Math Bowl (Elementary)	\$255.00	Per building
Running River Academic Competitions	\$255.00	Per building
Robotics Competition	\$300.00	Per competition w/ a max of 4 competitions MNE-1 coach SCE-2 coaches SES-3 coaches SHS-2 coaches NHS-2 coaches
State Math Contest (PFW)	\$255.00	Per building
Sigma	\$51.00	Per building
Wabash County Jr. High Math Contest	\$102.00	Per building
Essay Competitions	\$26.00	Per competition that requires time outside of school hours or beyond regular preparation time as a classroom
Choir/Band Competitions	\$255.00	Per competition up to 3 competitions (2HS; 1JH)
Indiana State HS Clay Target	\$255.00	
Additional Academic Competitions/Clubs	Up to \$250.00	Upon Approval of the Superintendent