

CONTRACT

between the

BOARD OF SCHOOL TRUSTEES

of the

WASHINGTON COMMUNITY SCHOOLS, INC.

and the

WASHINGTON CLASSROOM TEACHERS ASSOCIATION

an affiliate of

National Education Association

and

Indiana State Teachers Association

August 4, 2021-June 20, 2023

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\*This Tables of Contents is for informational purposes only and is not a part of the collective bargaining agreement.

## ARTICLE I

## RECOGNITION OF TEACHERS' BARGAINING UNIT

The Board hereby recognized the Washington Classroom Teachers Association as the exclusive representative of the bargaining unit of the School Corporation, which includes all certificated teaching personnel employed by the Board under a regular or temporary contract and excludes the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Athletic Director, Administrative Assistants, and Substitute Teachers.

## ARTICLE II

## DEFINITIONS

- A. The term "Board" shall refer to the Board of School Trustees of the Washington Community Schools, Inc.
- B. The term "Association" shall refer to the Classroom Teachers Association of the Washington Community Schools, Inc.
- C. The term "Teacher" when used in the Contract shall refer to all certificated teaching Personnel employed by the Board under a regular or temporary contract and excludes The Superintendent, Assistant Superintendents, Principals, Assistant Principals, Athletic Directors, Administrative Assistants, and Substitute Teachers.
- D. The term "School Corporation" when used in this Contract, shall refer to the Washington Community Schools, Inc., of the County of Daviess of the State of Indiana.
- E. When references are made to male teachers in this Contract, it also includes female teachers.
- F. The term "rehired" as used in this contract is understood to refer to any employee that previously worked for the Board, severed their employment with the Board through resignation and/or retirement, and is rehired by the Board for a bargaining unit position.

## ARTICLE III

## SALARIES AND WAGES

- A. Inclusion of Appendix "A" and "B".

Appendix "A" and "B" contain the designated Compensation Model which is attached hereto and made a part of this Contract.

B. Inclusion of Appendix "C".

Appendix "C" contains the designated school year extra-curricular duty pay, which is attached hereto and made a part of this Contract.

C. ECA - Change in Personnel

The Board and the Association agree that the Board shall have the right to negotiate first-year extra-duty pay for all ECA positions directly with a teacher in the event of a personnel change in these positions. However, the Board agrees not to exceed the present negotiated extra-curricular pay for any new personnel in these areas.

D. Indiana State Teachers Retirement Fund

The amounts contained in (1) the salary schedule herein contained in Appendix A, (2) the extra-curricular duty pay schedule herein contained in Appendix B, (3) the sick leave incentive herein contained in Article V, Section H, (4) the personal leave incentive herein contained in Article V, Section I, and (5) to the extent allowed by law, the retirement pay herein contained in Article VI, include three percent (3.00%) of said amounts to be paid directly to the Indiana State Teachers Retirement Fund by the Board on behalf of each affected teacher for payment of the teacher's share of such retirement contribution. Thus, the individual teacher's contract for each affected teacher shall be written for the amount of compensation payable which is less than said three percent (3.00%).

E. I.R.S. Section 125

A teacher may participate in this School Corporation's flexible benefits plan, with all administration fees and/or monthly user fees up to seventy-six dollars ((\$76.00) year per participating teacher per year paid by the Board and any administration fees and/or monthly user fees in excess of said amount per teacher per year paid by the participating teacher(s). Such plan shall be solely determined and adopted by the Board under the provisions of Section 125 of the Internal Revenue Service Code. The plan will provide for the following benefits, through salary reduction agreements: The employee share of group insurance premiums; medical care reimbursement accounts; dependent care assistance accounts; and other benefits provided through the plan.

F. Pay Options

Salaries and wages to be paid under this Contract shall be paid in twenty-six (26) pays, unless a teacher notifies the Office of the Superintendent in writing on or before May 15

that such teacher selects twenty-one (21) payments for the following school year. Once a pay method is selected by a teachers, such payments shall continue from year to year unless the teacher notifies the Office of the Superintendent, in writing, on or before May 15 that the selected pay method as provided herein shall be changed for the individual teacher for the following school year. Once selected by the teacher as provided herein, the method of payment shall not be changed during any school year.

A teacher who selected the twenty-six (26) pay method may elect to receive the remainder of his or her basic salary due at the end of the school year, provided he/she submits written notice to the Office of the Superintendent on or before April 1st of the current school year. If the teacher provides such timely written notice, the balance of his or her salary due shall be paid by the Board not later than the first pay date following receipt by this School Corporation of the total due of its local June tax distribution.

## ARTICLE IV

### FRINGE BENEFITS

#### A. Medical Insurance

1. The Association agrees that one individual teacher will not be covered by more than one (1) Washington School Corporation medical plan.

For the 2012-2013 school year and thereafter, the Board will pay eighty percent (80%) of the yearly premium on a health insurance policy for certified personnel and their immediate family for all employees who choose any other coverage.

#### 2. Spousal Rule

Effective January 1, 2022, a Spousal Rule shall be implemented for all employees. The spouse of an employee shall be eligible to remain on the Corporation Group Health Plan in the event that said spouse does not have access to coverage through their employment. All dependents shall be allowed to remain on the Corporation Group health Plan per applicable laws.

#### B. Term Life Insurance

The Board agrees to pay the premium for term life insurance in the amount of \$70,000 per teacher per year.

Subject to the approval, procedures, underwriting requirement, premium rate, and all other requirement of the insurance carrier, a teacher may purchase additional \$70,000 term life insurance coverage through payroll deduction at the sole cost to the

participating teacher.

#### C. Disability Insurance

The Board agrees to pay all the premium for disability insurance.

#### D. Vision Insurance

The amount specified below, but not to exceed the actual cost of the premium, will be paid by the Board toward the cost of vision insurance for each teacher enrolled in the school Corporation's group vision insurance plan.

Maximum Board Payment Per Teacher:

Up to two hundred and forty dollars (\$240.00) per year.

#### E. Dental Insurance

The amount specified below, but not to exceed the actual cost of the premium will be paid by the Board toward the cost of dental insurance for each teacher enrolled in the school Corporation's group dental insurance plan.

Maximum Board Payment Per Teacher:

Single- Up to \$420 per year for a single plan.

Family- Up to \$1,150 per year for a family dental plan.

#### G. Insurance - Unpaid Leave

Payment of teacher insurance premiums during the summer vacation period for teachers who have been on unpaid leave during the prior school year will be handled as follows:

1. The teacher pays the premium(s) during any period of unpaid leave if he/she Elects to continue the group coverage.
2. If a teacher is on unpaid leave for only a portion of the school year, then that portion will be used to calculate the share of premiums for the year. (Example: If a teacher takes 40 work days of unpaid leave, then he/she pays 40/182 or 21.98% of the group insurance premiums for the year.)
3. If a teacher is on unpaid leave the entire school year, and continues group

coverage, then he/she pays the total (entire) insurance premiums for the whole year, including the summer months.

#### H. Insurance - Disabled Teacher

A teacher who retires from teaching before age 55 because he/she is disabled may remain in the School Corporation's medical and/or term life insurance program(s) until the age the teacher is eligible for Medicare provided such teacher pays the total (entire) insurance premium(s) for the whole year, including summer months, each year until he or she qualifies for Medicare.

#### I. Sick Leave Incentive

A teacher on contract for the full school year who uses not more than two (2) days of sick leave during the teacher's contracted school year shall be compensated by July 1 after the conclusion of the school year as follows:

1. Use of no (zero days) sick leave days - Effective with the 2007-08 school year, \$400 to be paid into the teacher's VEBA account;
2. Use of not more than two (2) sick leave days - Effective with the 2007-08 school year, \$220 to be paid into the teacher's VEBA account.

#### J. Personal Leave Incentive

A teacher on contract for the full school year who uses no (zero) days of personal leave during the teacher's contracted school year shall be compensated \$200 by July 1 after the conclusion of the school year to be paid into the teacher's Section 401 (a) annuity account.

#### K. Retiree Insurance

A teacher who retires under the terms of this agreement shall be able to continue to participate in the insurance coverage plan or plans. It is understood that the retiree shall be responsible for one hundred percent of the premium for the plan he or she chooses to continue. If a retired teacher fails to enroll in the School Corporation's health insurance plan within sixty days of the date he or she retires or if the retired teacher drops out of the School Corporation's health insurance plan at any time during his or her retirement, the retired teacher shall not be able to join the School Corporation's health insurance plan at a later date.

## ARTICLE V

### RETIREMENT BENEFITS

- A. Section 401(a)/Section 403(b) Matching Annuity Plan
1. Teachers with less than five (5) years of teaching experience with the School Corporation as of June 1, 2004, and all teachers newly hired or re-hired after June 1, 2004, shall only be eligible for the Section 401(a)/Section 403(b) Matching Annuity benefit described in this section.
  2. The Board shall deposit teacher contributions into an individual account for each Teacher enrolled in the 403(b) program chosen by the Board. Such deposits shall be Made on a monthly basis, or as modified from time to time by the annuity carrier.
  3. Teachers will have the option of investing their dollars in approved tax deferred annuities, or continuing to invest their dollars in tax deferred annuities for which money is already being deducted from the teacher's salary, if any, and such contributions shall be counted for matching purposes.
  4. Teachers will be one hundred percent (100%) vested in the amounts contributed by the Board into the teacher's Section 401(a) account after he or she completes his or her fifth (5th) year of employment with the Washington Community Schools. Teachers employed by the Washington Community Schools on June 1, 2004, will receive credit for the Washington Community Schools years of service as of June 1, 2004.



B. VEBA. The School Corporation shall contribute to a voluntary employee's beneficiary association ("VEBA"), as described in section 501(c)(9) of the Internal Revenue Code, that amount representing the present value of the group health insurance benefits. Additional terms and conditions for the administration and operations of the VEBA shall be as follows:

1. Separate Accounts. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the VEBA.
2. Vesting. Until such time that an employee has retired and satisfied the eligibility requirements set forth in Section A of this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
3. Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section A of this Article for any reason, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then-remaining separate VEBA accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account.
  - (i) Employees who have forfeited their VEBA accounts in the same year;
  - (ii) Employees who previously forfeited their VEBA accounts; and
  - (iii) Employees who have attained age 55 and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained age 55, but not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

4. Distributions. Following retirement and the satisfaction of the requirements set forth in Section B of this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, and unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of the employee who had otherwise satisfied the requirements of Section B of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse dependents. (At no time may the VEBA make loans to an employee, his/her spouse, or dependents.)

5. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.
6. Ongoing Contributions - The Board will contribute an amount equal to two and four tenths percent (2.4%) of a teacher's salary schedule salary into an individual VEBA account for the teacher. To be fully vested in this ongoing contribution, the teacher must complete his or her fifth (5th) year of employment with the Washington Community schools. Teachers employed by the Washington Community Schools on June 1, 2004, will receive credit for their Washington Community School service as of June 1, 2004.

## ARTICLE VI

### LEAVES

#### A. Personal Leave

The Board shall grant each certificated teacher three (3) personal leave days per school year, with unused days accumulating as sick leave days. Such days may be taken in one-half ( $\frac{1}{2}$ ) day units.

#### B. Sick Leave

The Board shall grant each certificated teacher fourteen (14) sick leave days per year, and such unused days shall accumulate to a total of one hundred eighty (180) days. Such days may be taken in one-half ( $\frac{1}{2}$ ) day units and may be used for the teacher's personal medical and dental appointments. Up to fifteen (15) such days may be used for illness of the teacher's spouse, child, grandchild, parent or parent-in-law (includes step-parents), grandparent, or sibling.

#### C. Bereavement Leave

Bereavement leave is defined as that leave which is taken upon the death of the teacher's spouse, children, grandchildren, parents, step-parents, grandparents, siblings, including in-laws, or relative domiciled in the same home.

Bereavement leave is granted for five (5) consecutive school days following the death or for four (4) consecutive school days following the death, with the fifth (5th) day available for subsequent use to attend to the estate or other business arising out of the death.

A teacher may be granted one day of bereavement leave for the death of the teacher's or his/her spouse's relative such as aunt, uncle, niece, nephew or first cousin.

It is agreed by the parties hereto that school vacation days and/or school holidays

occurring during the period of the granted funeral leave days shall count as “school days.”

#### D. Adoption Leave

The Board shall grant an adoption leave of absence to a teacher, without pay or benefits, for a period not to exceed one (1) year. Upon initial application by the teacher to adopt the child, the teacher shall notify the Superintendent, in writing, of such teacher’s intent to adopt. The written request to the Board shall be submitted at the time that the teacher first knows of the date the teacher wishes to commence said leave, and such request shall state the teacher’s desires concerning the beginning and ending dates for such leave.

#### E. Pregnancy Leave

1. A teacher who is pregnant shall be granted a leave of absence and may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:
  - a. Any teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if she notifies the superintendent at least thirty (30) days before the date on which she wishes to start her leave. She shall notify the Superintendent of the expected length of this leave, including with this notice either a physician’s statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave as otherwise provided in this section, immediately on her request and the certification of the emergency from an attending physician.
  - b. 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. The teacher is entitled to complete the remaining leave without pay.
2. Except where a contract is not required under IC 20-28-6 in any situation occurring before or after the commencement of leave, the teacher and the School Corporation shall execute a regular teacher’s contract for each school year in which any part of the teacher’s leave is granted, and the teacher shall have the right to return to a teaching position for which the teacher is certified or otherwise qualified in accordance with the rules of the commission on general education.

3. Rights existing at the time leave commences, which arise from a teacher's:
  - a. Status as an "established" teacher;
  - b. accumulation of successive years of service;
  - c. service performed under a teacher's contract pursuant to IC 20-26-6-8 or
  - d. Status or rights negotiated under IC 20-29;

shall remain intact.

4. During leave the teacher may maintain coverage in any group insurance program by paying the total premium including the school corporation's share, if any, attributable to the leave period.
5. During leave extending into a part of a school year, a teacher shall accumulate sick leave in accordance with the provisions of the master contract in effect in this School Corporation in the same proportion which the number of days the teacher is paid during such year of work or leave bears to the total number of days for which teachers are paid in the School Corporation.

#### F. Sick Leave Bank

A voluntary sick leave bank shall be established whereby a teacher, as defined herein in Article II, who is absent from assigned duties due to personal illness and who has utilized all sick leave, personal leave, and all other paid leave benefits of whatever nature may petition a committee, as established herein, for sick leave days from the bank under the following conditions:

1. The number of accumulated days in the bank, contributed by members of the bank as a condition for membership in the sick leave bank, shall not exceed one hundred fifty (150) days, provided, however, that (a) a veteran teacher who is not a current member of the bank may become a member by contributing one (1) sick leave day to the bank not earlier than August 1st nor later than September 15th of any school year, and (b) a teacher who is newly hired in this school corporation shall have fifteen (15) days from the date of initial duty assignment, or until September 15th of the school year, whichever is later, during which time such teacher may choose to participate in the bank by contributing one (1) sick leave day, even though such contribution by such veteran or newly hired teacher would cause an accumulation of days in excess of the maximum specified herein;

2. Said teacher may be granted days from the bank under the following conditions:
  - a. The teacher must have chosen to become a current member of and participate in such bank by contributing one (1) sick leave days to the bank not earlier than August 1st nor later than September 15th of year, and such day contributed shall be non-returnable to the teacher. However, in the event that the number of accumulated days in the bank at the beginning of a school year is of sufficient number that a contribution of one (1) sick leave day by all teachers who are current members of the bank would cause the maximum number of days specified herein above in Paragraph One (1) to be exceeded, the current year's contribution by all such current members shall be suspended, except that in case the bank is depleted during the school year, the current year's contribution shall be assessed at the time of such depletion.

Failure to donate a day, as requested, will result in loss of membership. However, in the event a member has zero (0) sick leave days at the time of an assessment of an additional day of contribution, such member may remain in the bank but must donate an additional day at the beginning of the next school year.

- b. The teacher must have utilized and exhausted all paid leave benefits of whatever nature, including each teacher's own accumulated sick leave and personal leave;
  - c. Written certification will be provided from said teacher's physician substantiating the illness and certifying that the absence will continue during a period of at least ten (10) consecutive days following the utilization and exhaustion of all said paid leave benefits as provided herein;
  - d. Written application must be made no later than twelve (12) days after exhaustion of said paid-leave benefits.
3. A three (3) member sick leave bank committee shall be established to receive written requests and allot days from the bank according to the provision herein, under guidelines established by the committee. The committee shall be composed of two (2) persons appointed by the Association and one (1) person appointed by the Superintendent. Days allotted shall not exceed a fixed maximum as is established by the committee. An applicant may draw up to thirty (30) days per draw, provided, however, the maximum cumulative draw per teacher per school year shall be ninety (90) days per year. If the 150-day allotment is exhausted, the Sick Leave Bank Committee, on behalf of the individual teacher, may appeal to the Sick Leave Bank Committee for an additional allotment of days from the Sick Leave Bank.
4. Any days granted by the committee to an individual teacher shall terminate effective the earliest date as hereinafter provided;
  - a. The days after the last day of the term of employment for the school year, or

- b. The day after the last day of allotted number of days granted by the committee, or
  - c. The first day of return to employment subsequent to the granting of days by the committee.
5. For purposes of this Sick Leave Bank provision, the word “teacher” shall also include “administrator”.

## ARTICLE VII

### GRIEVANCE PROCEDURE

This Grievance Procedure, hereinafter referred to as “Procedure”, stipulates the conditions under and the procedures by which grievances alleged by certain certificated school employees as defined in Article I in this Contract shall be processed. If any such grievance arise, there shall be no stoppage or suspension of work because of such grievance, but such grievances shall be submitted to the following Procedure.

#### I. DEFINITIONS

As used in the Procedure:

1. “grievance” means, and shall be limited to, an alleged violation of an express Article or Section of this written Contract, except where such Article or Section is exempt from this Procedure;
2. “Board” means the Board of School Trustees of the Washington Community Schools, Inc., and any person(s) authorized to act for said body in dealing with its school employees;
3. “Superintendent” means the chief administrative office of this school corporation, and any person(s) designated by him/her to act in his/her behalf in dealing with school employees;
4. “grievant” means the certificated school employee who is directly affected by the alleged violation and is making the claim or the Association;
5. “day(s)” means teacher assigned duty day during the school year, provided however, that day(s) shall mean calendar day during the summer recess (excluding Saturday and Sunday).

## II. STRUCTURE

1. Nothing contained herein shall be construed to prevent any individual certificated school employee from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Contract.
2. Certificated school employees shall retain the right to informally discuss matters of concern with the administration without the necessity of restoring to use of the formal Procedure.
3. There shall be no additional evidence, material, allegation, or remedy submitted once a formal grievance has been filed at Formal Level One, provided, however, that the Superintendent may waive the restrictions on additional evidence, material, allegation, or remedy stipulated herein upon request of the grievant, provided that the Superintendent determines said additional evidence, material, allegation, or remedy was either not known or not available to the grievant at the time said grievance was filed at Formal Level one.
4. The grievant may be represented by any person(s) of his/her own choosing at all levels of the Procedure, limited however to a total of two (2) representatives.
5. Either the Board or the grievant shall have the power to invoke the arbitration proceeding under this Procedure.
6. In cases of alleged violations of this Contract by the Association, the Board may invoke the arbitration proceedings directly by giving written notice to the Association not less than ten (10) days prior to such filing.

## III. PROCEDURE

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and Superintendent.

### A. INFORMAL GRIEVANCE

Within seven (7) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievances to his/her principal or his/her designee by meeting with him/her individually in an informal manner during non duty hours. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the principal or his/her designee shall give his/her answer orally to the grievant.

### B. FORMAL GRIEVANCE

1. Level One

- a. Within five (5) days of the oral answer, or within twelve (12) days after presentation of the grievance at the Informal Level if no oral answer has been rendered, if the grievance is not resolved, it must be filed by the grievant with the principal or his/her designee, in writing, signed by the grievant, on the appropriate grievance form. The written grievance shall (1) name the certificated school employee involved, (2) state the facts giving rise to the grievance, (3) identify by specific reference all express Articles or Sections of this Contract alleged to be violated, (4) state the contention of the grievant with respect to the provision(s) of said Article or Section, and (5) indicate the specific relief requested.
- b. Within seven (7) days after receiving the written grievance, the principal or his/her designee shall communicate his/her answer, in writing, to the grievant.

2. Level Two

- a. In the event that the grievance is not resolved at Level One, or if no written decision has been rendered with the time limit provided, the grievant may appeal the decision to Level Two provided said appeal is filed with the Superintendent within ten (10) days of receipt of the written answer at Level one, or within seventeen (17) days after presentation of the grievance at Formal Level one if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted and a copy, at the same time, shall be given to the principal or designee involved.
- b. The grievant shall submit the written claim, signed by him/her, to the Superintendent. Within ten (10) days from the receipt of the grievance the Superintendent shall render a written decision to the grievant as to the resolution of the grievance. The Superintendent may hold a formal hearing(s) prior to the rendering of the written decision, and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the Superintendent informs the grievant, in writing, that further investigation is necessary.

3. Level Three

- a. In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Three provided said appeal is filed with the Superintendent within seven (7) days of receipt of the written answer at Level Two, or, if no written answer has been rendered by the Superintendent, either within seventeen (17) days or within thirty one (31) days after presentation of the grievance at Level Two, whichever is applicable.
- b. Within thirty (30) days from receipt of the grievance the Board shall render its decision at a regular or special meeting of the Board. Such decision shall be communicated to the grievant, in writing, within five (5) days.



#### 4. Level Four

- a. In the event the grievance is not resolved at Level Three, or if no written decision has been rendered within the time limit provided, the Association may submit the grievance to arbitration provided the Association gives written notice to the Superintendent of such intent within ten (10) days of the Board's decision or, if no decision has been rendered by the Board at Level Three, within forty (40) days of submission of the grievance at Level Three, whichever is applicable.
- b. Upon receipt of said notice of appeal to arbitration, the appealing party shall request the American Arbitration Association to submit to the parties a panel of arbitrators. Selection of the arbitrator and the rules which govern the arbitration proceedings, except where such rules are in conflict with the express provisions of this Contract, shall be in accordance with the rules of the American Arbitration Association.
- c. If requested by the Board, the arbitrator shall first rule on the arbitrability of the grievance. With such ruling by the arbitrator that the grievance is not arbitrable, the grievances shall be deemed resolved by the Board's answer at the previous level and abandoned.

#### IV. POWERS OF THE ARBITRATOR

It shall be the function of the arbitrators, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make decision in cases of alleged violation of the express Article or Sections of this Contract:

1. He/she shall have no power to add to, subtract from, supplement, disregard, alter or modify any of the terms of this Contract;
2. His/her powers shall be limited to (1) deciding whether the Board, the grievant, or the Association has violated the express Article or Section of this Contract, and (2) recommending the remedy for such violation;
3. He/she shall have no power to make any decision which would require the commission of an act inconsistent with or prohibited by law or which is violative of the terms of this Contract.
4. If the Board elects to separate the arbitrability issue from the merits, the arbitrator shall first hear the arbitrability issue and shall render a decision on such before considering the merits of the grievance;

5. Each of the parties shall bear the expense of preparing and presenting its own case in arbitration. The filing fee and costs and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear the fees and expenses of its respective witnesses and/or attorneys and other costs for arbitration.

#### V. MISCELLANEOUS

1. Decisions rendered at Formal Level One, Level Two, Level Three, and Level Four of this Procedure shall be in writing.
2. At the request of either the grievant or the Board, one (1) informal meeting shall be held at formal levels two and/or three in order to attempt to resolve the grievance.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
4. All necessary forms for grievance procedures set forth in this Procedure shall be provided by the Superintendent.
5. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said time limits be extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level with the specified time limit for that level or said grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.
6. Any hearing at the Informal Level and at Formal Level One, Level Two, Level Three, and Level Four shall be held during non duty hours unless otherwise directed by the Superintendent.
7. No certificated school employee shall use this Procedure to appeal any decision by the Board or administration for which there is another remedial procedure or forum established by law or by regulation having the force of law.
8. No certificated school employee shall use this Procedure in any way or manner to appeal discharge or a decision by the Board not to renew his/her individual teacher's contract.
9. No certificated school employee shall use this Procedure to appeal any decision by the Board or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
10. Certificated school employees shall follow all written and oral directives of the Board and administration, even if such directives are allegedly in conflict with this Contract.

Compliance with such directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.

11. The fact that the grievance has been considered by the parties in the preceding levels of this Procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Procedure.
12. This Procedure supersedes and cancels all previous grievance policies or procedures, verbal or written or based on alleged past practices or procedures, and constitutes the entire procedure for the processing of grievances.

## ARTICLE VIII

## TERM OF AGREEMENT

This contract is made and entered into at Washington, Indiana, on this 21th day of October 2021 to be effective beginning August 6, 2021 and continue in effect through June 30, 2023 by and between the Board of School Trustees of the Washington Community Schools, Inc., and the Washington Classroom Teachers Association; it supersedes all previous contracts or agreements, and it constitutes the entire agreement between the two parties.

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

The undersigned also attest to the following:

A public hearing (Pre-formal Bargaining Hearing) was held in compliance with I.C.20-29-6-1(b) on September 13, 2021. Electronic participation was not available.

A public meeting in compliance with I.C.20-29-6-1(b) was held on October 18, 2021 to discuss the tentative agreement and electronic participation was not available.

A public meeting in compliance with I.C.20-29-6-1(b) was held on October 21, 2021 for ratification of the tentative agreement. Electronic participation was not available.

WASHINGTON CLASSROOM  
TEACHERS ASSOCIATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Chairman, Negotiating Committee

BOARD OF SCHOOL TRUSTEES  
WASHINGTON COMMUNITY  
SCHOOLS, INC.

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman, Negotiating Committee

## Appendix A

Washington Community Schools  
2021-2022 Compensation Model

Row	BS Degree	MS Degree	Row
A	\$38,800	\$40,800	A
B	\$40,300	\$42,300	B
C	\$41,800	\$43,800	C
D	\$43,300	\$45,300	D
E	\$44,800	\$46,800	E
F	\$46,300	\$48,300	F
G	\$47,800	\$49,800	G
H	\$49,300	\$51,300	H
I	\$50,800	\$52,800	I
J	\$52,300	\$54,300	J
K	\$53,800	\$55,800	K
L	\$55,300	\$57,300	L
M	\$56,800	\$58,800	M
N	\$58,300	\$60,300	N
O	\$59,800	\$61,800	O
P	\$61,300	\$63,300	P
Q	\$62,800	\$64,800	Q
R	\$64,300	\$66,300	R
S	\$65,800	\$67,800	S
T	\$67,300	\$69,300	T
U	\$68,800	\$70,800	U
V	\$70,300	\$72,300	V

## Appendix B

Washington Community Schools  
2022-2023 Compensation Model

Row	BS Degree	MS Degree	Row
A	\$40,300	\$42,300	A
B	\$41,800	\$43,800	B
C	\$43,300	\$45,300	C
D	\$44,800	\$46,800	D
E	\$46,300	\$48,300	E
F	\$47,800	\$49,800	F
G	\$49,300	\$51,300	G
H	\$50,800	\$52,800	H
I	\$52,300	\$54,300	I
J	\$53,800	\$55,800	J
K	\$55,300	\$57,300	K
L	\$56,800	\$58,800	L
M	\$58,300	\$60,300	M
N	\$59,800	\$61,800	N
O	\$61,300	\$63,300	O
P	\$62,800	\$64,800	P
Q	\$64,300	\$66,300	Q
R	\$65,800	\$67,800	R
S	\$67,300	\$69,300	S
T	\$68,800	\$70,800	T
U	\$70,300	\$72,300	U
V	\$71,800	\$73,800	V

1. General Eligibility
  - a. A teacher must receive an evaluation rating of Effective or Highly Effective on his or her prior school year evaluation.
  - b. A teacher must have been employed by the School Corporation for at least 120 days in the prior school year to be eligible for a base salary increase for the current school year.
  - c. Any teacher receiving an evaluation rating of Ineffective or Improvement Necessary in the prior school year will not be eligible for any base salary increase, shall not advance on the salary schedule and shall remain at their prior school year salary, except those who are eligible per IC 20-28-9-1.5(f).
2. Factors and Definitions
  - a. Education -A teacher must complete an additional content area degree (Masters) beyond the requirement for employment. Eligible content areas are those defined by the IDOE in which the teacher currently teaches.
  - b. Evaluation - The teacher must receive an evaluation rating of Effective or Highly Effective for the prior school year.
  - c. Academic Need -Academic Need is defined as the importance of retaining teachers in the corporation based on their current salary levels.
3. Weights Assigned to Factors
  - a. Each teacher will have \$1,500 added to his/her base salary in the 2021-2022 school year. This increase will be based upon his/her evaluation rating from the prior school year.
  - b. Each teacher impacted by salary compression will receive an additional amount added to his/her base salary in a range between \$1,500 to \$6,000 as established by the Superintendent and agreed by the parties during bargaining. This additional amount will be based upon the academic need factor, which will be defined as "The importance of retaining teachers in the Corporation based on their current salary level."
4. Distribution and Movement
  - a. All teachers newly hired for the 2021-2022 school year will advance one step in the column matching his/her degree. In 2022-2023, all returning teachers who meet the evaluation factor will advance one step in their respective columns.

- b. All returning teachers who meet the evaluation factor will advance one step in their respective columns.
- c. A teacher in the bachelor's column who completes a master's degree in a content area as defined by the Indiana Department of Education will move from the bachelor's column to master's column.
- d. All eligible returning teachers will advance an additional step in their respective salary columns based on the academic need of retaining teachers in the Washington Community Schools based on their current salary levels.
- e. Any teacher whose most recent years of service in the Washington Community Schools is less than than the equivalent step on the scale will advance up to an additional two steps based on the academic need of retaining teachers in the Washington Community Schools based on their current salary levels.

5. Disqualification

Except as provided by the Indiana Code 20-28-9-1.5(f), a teacher who receives an evaluation rating of Ineffective or Improvement Necessary on his/her prior school year evaluation shall not be eligible to receive a base salary increase and shall continue to receive his or her prior school salary.

6. Redistribution

Any funds otherwise allocated for teachers who received evaluation ratings of ineffective or improvement necessary will be equally distributed as a stipend among teachers who receive an evaluation rating of effective or highly effective for the same evaluation period no later than the end of the contract year.

7. Salary Range

The salary range for returning teachers for the 2021-2022 school year is \$38,800 to \$72,300.

The salary range for returning teachers for the 2022-2023 school year is \$40,300 to \$73,800.

8. Lack of Funding

If sufficient funding is not available in any future year to funds complete movement on the salary schedule of all teachers who would otherwise meet the requirements to move on the schedule, then the parties will negotiate an alternative compensation arrangement that is compliant with Indiana law and comports with the funding available



if any) at that time.

## 9. New Hires

The superintendent will have the discretion to establish a starting base salary for a newly hired employee within the salary range of \$38,800 to \$72,300 in Year 1 and \$40,300 to \$73,800 in Year 2 based upon the needs of the school corporation and the applicant pool and qualifications.

### Year 1

All 2021 hires will move 1 step on the scale

All others will move 2 steps on the scale

Anyone who's most recent years of service at WCS\* are less than the equivalent step on the scale will move a Max of two more steps – So the most anyone moves is 4

If there are no more steps (those at the top) they will receive the equivalent of the steps moved in a stipend – if there is one step available to move, they will move one step and receive a \$1500 stipend

### Year 2

Everyone moves 2 steps on the scale

Anyone who's most recent years of service at WCS\* are less than the equivalent step on the scale will move a Max of two more steps – So the most anyone moves is 4

If there are no more steps (those at the top) they will receive the equivalent of the steps moved in a stipend – if there is one step available to move, they will move one step and receive a \$1500 stipend – If there are no more steps available to move they will receive a \$3000 stipend.

\*Most recent years of service at WCS: Current year minus most recent hire date at WCS

## Appendix C

Washington Community Schools  
Extracurricular Duty  
Pay Schedule

*\*The number of ECA positions is included for informational purposes only and was not bargained.*

Athletic ECA	*2% ECA Increase for WCS Employees	
HS Head Boys Basketball	1	6190
HS Assistant Boys Basketball	1	3930
HS Reserve Boys Basketball	1	3830
9th Boys Basketball	1	2650
8th Boys Basketball	1	2060
7th Boys Basketball	1	2060
8th Assistant Boys Basketball	1	1650
7th Assistant Boys Basketball	1	1650
6th Boys Intramural Basketball	4	500
5th Boys Intramural Basketball	4	500
6th Boys Travel Basketball	2	1000
5th Boys Travel Basketball	2	1000
HS Head Girls Basketball	1	6190
HS Assistant Girls Basketball	1	3930
HS Reserve Girls Basketball	1	3830
9th Girls Basketball	1	2650
8th Girls Basketball	1	2060
7th Girls Basketball	1	2060
8th Assistant Girls Basketball (Min. of 12 players)	1	1650
7th Assistant Girls Basketball (Min. of 12 players)	1	1650
6th Girls Intramural Basketball	4	500

5th Girls Intramural Basketball	4	500
6th Girls Travel Basketball	1	1000
5th Girls Travel Basketball	1	1000
HS Head Football	1	6190
HS Assistant Football	3	3930
Head Freshman/Sophomore Football	1	2650
Assistant Fresh/Soph Football	2	2650
Head 8th Grade Football	1	1470
Head 7th Grade Football	1	1470
8th Assistant Football	1	1000
7th Assistant Football	1	1000
HS Head Girls Volleyball	1	5260
HS Assistant Volleyball	1	2160
JH Head Volleyball	1	1470
JH Assistant Volleyball	1	890
Elementary Volleyball	4	500
HS Head Baseball	1	4130
JV Baseball	1	2650
HS Assistant Baseball	1	2160
JH Baseball	1	1000
HS Head Softball	1	4130
HS Assistant Softball	1	2160
HS 2nd Assistant Softball (Min. 25 Players)	1	1000
JH Softball	1	1000
Hs Head Wrestling	1	4130

HS Assistant Wrestling	1	1570
JH Wrestling	1	1180
JH Assistant Wrestling	1	890
HS Head Boys Track	1	2950
HS Assistant Boys Track	1	1570
JH Head Boys Track	1	1180
JH Assistant Boys Track	1	600
HS Head Girls Track	1	2950
HS Assistant Girls Track	1	1570
JH Head Girls Track	1	1180
JH Assistant Girls Track	1	600
HS Head Boys Tennis	1	2950
HS Assistant Boys Tennis	1	1570
JH Boys Tennis	1	1000
HS Head GirlsTennis	1	2950
HS Assistant Girls Tennis	1	1570
JH Girls Tennis	1	1000
HS Head Boys Golf	1	2950
JH Head Boys Golf	1	1000
HS Head Girls Golf	1	2950
JH Head Girls Golf	1	1000
HS Head Boys Soccer	1	4130

HS Assistant Boys Soccer	1	1570
HS 2nd Assistant Boys Soccer (Min. 25 Players)	1	1000
8th Grade Boys Soccer	1	1000
7th Grade Boys Soccer	1	1000
HS Head Girls Soccer	1	4130
HS Assistant Girls Soccer	1	1570
HS 2nd Assistant Girls Soccer (Min. 25 Players)	1	1000
8th Grade Girls Soccer	1	1000
7th Grade Girls Soccer	1	1000
HS Head Cross Country	1	3150
JH Cross Country	1	1470
HS Head Cheerleader	1	2360
HS Assistant Cheerleader	1	1280
JH Cheerleader	1	1000
Weight Room Supervisor	1	1500
Archery	1/blding	890
<b>Non-Athletic ECA</b>	<b>*2% ECA Increase for WCS Employees</b>	
Band Director	1	3540
Band Percussion		1100
Band Guard		1100

Vocal Music Director	1	2360
Elementary Music	2	500
HS Department Chairperson	10	1000
Senior Class Sponsor	2	1590
Junior Class Sponsor	2	2060
Sophomore Class Sponsor	1	500
Freshman Class Sponsor	1	500
Elementary Head Teacher	4	1590
JH Head Teacher	1	1590
HS Yearbook	1	1590
Drama/Musical	1	1180
HS Art Club	1	590
HS Varsity Dance	1	1300
Competition Dance	1	1300
ICC	1	590
JH Academic Bowl	2	590
Elementary Academic Bowl (Sp & math)	2/blding/event	590
Academic Competition Coordinator	2	590
HS Academic Bowl	5	590
HS Spell Bowl	1	590

Elementary "Just Say No Club"	1 per 40, limit 2	590
HS STEM	3	590
Web Design	1	2000
HS Science Club	1	590
Elementary STEM	1 per bldg	590
Homebound Instruction		24.62/hr.
HS Dual Credit		500
JH STEM	1	590
<b> </b>		
HS Beta	2	1200
JH Beta	2	890
<b> </b>		
Tech Director	1	890
<b> </b>		
HS Student Council	2	750
JH Student Council	1	890
Elementary Student Council	4	500
<b> </b>		
ROTC Rifle Team	1	890
ROTC Drill Team	1	2650
<b> </b>		
DECA	1	890
Bus. Professionals of America	1	890
<b> </b>		
Summer Stipends		
<b> </b>		
Boys Basketball	1	4230
Girls Basketball	1	4230
Football	1	4230

Extended Contracts		
Librarian	1	0.083
HS Guidance 1	1	0.174
HS Guidance 2	1	0.137
JH Guidance	1	0.137
HS Distributive Ed	1	0.066
At-Risk Guidance	1	0.055

*These stipends will be indexed to the salary of the teacher holding the position. The duties to be performed by these positions are set forth in the Administrative Guidelines.*