Master Contract

BETWEEN

THE BOARD OF SCHOOL TRUSTEES

of the

WESTFIELD WASHINGTON SCHOOLS

and the

WESTFIELD CLASSROOM TEACHERS ASSOCIATION

an affiliate of the

INDIANA STATE TEACHERS ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

2026-2027

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*This Table of Contents is included as an item of information only and shall not be construed in any aspect or manner as a part of this Contract, nor was this Table of Contents bargained between the Board and the Association.

ARTICLE I
RECOGNITION

The Board recognizes the Westfield Classroom Teachers Association as the exclusive representative of certificated school employees in the following bargaining unit:

All certificated school employees, as defined in Public Law 217, in the Westfield Washington Schools, except for persons occupying the following positions:

Superintendent, Assistant Superintendent(s), District Executive Director(s), District Director(s), Principal(s), Assistant Principal(s), Dean(s), Athletic Director(s), Assistant Athletic Director(s) (non-teaching), School Psychologist, Support Staff, Substitute Teachers, Instructional Assistants, and Guidance Personnel.

ARTICLE II
DEFINITIONS

As used in this Contract unless otherwise stipulated:

A. "Board" means the Board of School Trustees of Westfield Washington Schools and any person(s) authorized to act for said body in dealing with its employees.
B. "Schools" means the Westfield Washington Schools of the County of Hamilton of the State of Indiana.
C. "Certificated School Employees", “Bargaining Unit Member(s)”, and "Teacher(s)" mean the certificated personnel employed by the Board in the bargaining unit as defined in Article I of this Contract.This also includes Speech Language Pathologists.
D. "Association" means the Westfield Classroom Teachers Association, which has been recognized as the exclusive representative of the certificated school employees, or the person or persons authorized to act on behalf of such representative.
E. “Substitute Teacher” means a person hired to replace a certificated teacher or bargaining unit member for a period of fewer than 15 consecutive work days.
F. “Job Sharing” means two teachers or bargaining unit members sharing one full-time position on a prorated basis such as, but not limited to, 50/50, 60/40, or one trimester each. Job sharers shall not be deemed part-time employees.
G. “Temporary Teacher” means a replacement teacher or bargaining unit member for sixteen (16) days or more in any given school year.
H. “Full-time Teacher” means a teacher or bargaining unit member who teaches three (3) or more high school periods or, at other levels, teaches 50% or more of the student day.
I. “Part-time Teacher” means a teacher or bargaining unit member who teaches less than a full day of school.

ARTICLE III
COMPENSATION

Section 1 Basic Salaries

A. Salary. The basic salaries of full-time bargaining unit members covered by this agreement are set forth in Appendix I which is attached to and incorporated in this Agreement. Such salary table will remain in effect during the term of this contract. No employee shall be paid in excess of credit authorized by this salary table.
B. Daily Rate. A bargaining unit member 's daily rate shall be determined by dividing the teacher's Regular Teacher's Contract Salary by the number of bargaining unit member contract days in the Regular Teacher's Contract.
C. Hourly Rate. A bargaining unit member 's hourly rate shall be determined by dividing the daily rate by the number of hours in the Regular Teacher's Contract.
D. Partial Salary Computation. In instances where a bargaining unit member works part of the school day, the salary for that bargaining unit member will be computed by multiplying the full-time salary by the percentage of the work day that the teacher is employed.
    a. A bargaining unit member teaching 50% or more of the instructional minutes per day at their building will be paid for the amount of prep time corresponding to their building schedule.
E. Changes. As changes occur, the calculation of the portion of the salary will be adjusted to reflect changes in the number of days or hours.

Section 2 New Hire Placement

A. Newly Employed Teachers. Bargaining unit members hired after ratification of this agreement will be placed on the salary schedule using Appendix I to identify the appropriate level of creditable experience.
B. Teachers Returning from Additional Teaching Background Leave. Upon return from such leave, the teacher shall not be granted teaching experience credit for the time of their leave.
C. Teachers Returning from Military Leave. Upon return from military leave, a bargaining unit member shall be placed on the salary table at the level that the bargaining unit member would have achieved had they remained actively employed in the Schools during the period of absence, not to exceed a maximum of four (4) years. A year shall be defined as at least eight (8) months of military service or a combination of military service and teaching experience occurring between the dates of July 1 and June 30.
D. Cooperative Teachers. Educators employed by a cooperative in which Westfield Washington Schools are partnered who transfer to Westfield Washington Schools shall receive full credit for all previous consecutive years that they were employed as educators in the cooperative.
E. Temporary Teachers. Effective January 1, 2026, temporary teachers will be placed on the salary schedule level corresponding with the teacher's education and year of experience but not to exceed BS(5) or MS(5).
F. Speech Language Pathologists. Speech Language Pathologists with clinical experience will receive one (1) year of creditable teaching experience for every calendar year, previous to their employment with the school corporation, during which they worked at least one-hundred-twenty (120) days as a clinician.
G. Workplace Specialists (CTE). Workplace specialists with relevant industry experience outside of education will receive one (1) year of creditable teaching experience for every

three (3) years of actual relevant work experience for the purpose of salary placement. This applies only for current CTE teachers or those who may be hired as a CTE teacher in the future. Current CTE teachers with relevant industry experience outside of education will be placed on the appropriate step of the salary scale.

a. The bargaining unit member must have or be eligible for only a Workplace Specialist license.
b. The bargaining unit member must have and maintain the necessary industry specific certification for the content they are teaching.
c. The bargaining unit member will be placed on the bachelor's degree salary scale unless they possess a higher degree from a post-secondary institution in the content they have been hired to teach.
d. The bargaining unit member must have a minimum of 5 years of occupational experience in the industry they have been hired to teach

Section 3 2026-2027 Compensation Plan

A. Salary Range. At the beginning of the 2026-2027 school year, the salaries of returning full time teachers were between $46,000-$98,752.26 prior to any increases negotiated in this agreement. After ratification, full-time teachers will be making $52,000-$104,570.25for the 2026-2027 school year.
B. The compensation model will be used to determine individual bargaining unit member increases in salary within the salary range.
C. Compensation Model.
    a. Eligibility. All of the following are required to qualify for a base salary increase under this Contract Agreement for the 2026-2027 school year:
        i. Contracted for, and been in attendance for, 120 or more days of the preceding school year. Approved leaves taken by a bargaining unit member for the following purposes will not count against the teacher's attendance for purposes of eligibility in this category: worker's compensation, FMLA, bereavement leave, military leave, or professional development.
        ii. Received an evaluation that allowed the bargaining unit member to continue employment
        iii. A current salary below or commensurate with the teacher’s education and years of experience.
        iv. Teachers newly hired will not be eligible for a salary increase for that year unless the increase is needed to bring the teacher’s salary to the minimum of the range or to credit the teacher’s education and years of experience.
        v. To be eligible for the bargained raise, the bargaining unit member must be employed on or after the ratification date
    b. Factors & Definitions
        i. Evaluation: Receipt of an evaluation that allowed the bargaining unit member to continue employment. For this factor the minimum salary increase would be $2,000. This accounts for at most 34% of the total salary increase.
        ii. Academic Needs of Students is defined as the need to retain teachers important to the School Employer. The salary increase for academic needs is differentiated under applicable Indiana Code of between $3,918-$16,417 resulting from the transition of eligible teachers to the 2026-2027 salary schedule at the level commensurate with the teacher's

education and years of experience. This accounts for at least 66% of the salary increase.

D. Retirement Savings Account. The corporation will contribute 1% of the teacher's salary into a 401a account for each bargaining unit member.

Section 4 Literacy Endorsement

Prior to implementation of the base salary increases, the base salary of any eligible bargaining unit member who has submitted documentation showing a literacy endorsement on their license by the first day of the school year will be adjusted, as needed, to reflect a $150 differentiation from bargaining unit members with similar credentials who do not have a literacy endorsement.

Section 5 Temporary Teacher Compensation

Temporary teachers shall be paid their daily rate in accordance with their placement on the negotiated salary table per Appendix I but shall not exceed BS(5) or MS(5).

Effective January 1, 2026, temporary teachers working one-hundred-twenty (120) days or more will be eligible for benefits corresponding with those of a full-time teacher.

Section 6 Compensation for Travel Between Buildings

Bargaining unit members who are required by the Administration to use their personal automobile in the course of their work to travel between buildings on authorized business of the school corporation will be compensated.

Section 7 Professional Development

Certificated teachers instructing a summer professional development class will be paid the summer activity hourly stipend (80% of the BS level 0 hourly salary rate for the school year just ended) for each hour of preparation agreed upon between the bargaining unit member and administration. In addition, the bargaining unit member will be compensated at their hourly rate for each hour taught.

Section 8 Summer School Contract

Teachers teaching summer school will be paid their hourly rate.

Section 9 Unemployment

A. A bargaining unit member dismissed because of a reduction in force shall be partially reimbursed for loss of job payment for seventy-five percent (75%) of accumulated sick leave. All payments are to be paid in two (2) equal payments (one in September and the other in January). If the bargaining unit member has taken another teaching position or another position with comparable pay on or before the date of the payment, then no payment will be made.
B. Any bargaining unit member who is laid off shall be offered daily substitute positions according to seniority at the rate approved by the Board to pay certificated substitute teachers.

Section 10 New Teacher Orientation

Compensation shall be paid as a stipend of 40% of the daily rate for a teacher at the BS level 0 salary.

Section 11 Special Summer Employment
Bargaining unit members who engage in summer employment activities will be compensated at $x an hour. No bargaining unit member will be required to participate in these activities.

Section 12 National Board for Professional Teaching Standards (NBPTS) Certification
Within thirty (30) work days of a bargaining unit member presenting documented evidence of having attained NBPTS certification, the Board shall pay the bargaining unit member $1,000 per year for the 2026-2027 contract year.

Section 13 Advanced Degrees
Employees who receive an advanced degree beyond a Masters will receive a stipend of $2,000.

Section 14 Extra-curricular Activity Pay

A. Employees who perform extra duty assignments shall be compensated as set forth in Appendix II, Extra-curricular Pay Schedule, which is attached to and incorporated in this contract.
B. The Association agrees that the Board has authority to establish new positions of an extracurricular or extra duty nature during the term of this agreement and to recommend the rate of pay for the position. The Board recognizes a responsibility to formally discuss the addition of newly created positions and recommend rate of pay per I.C. 20-29-6-7(4) with the Association prior to establishing the positions or hiring personnel, as well as observe the right of the Association to subsequently negotiate the rate of pay.

Section 15 Wage Payment Arrangement
A bargaining unit member shall be paid in twenty-four (24) equal installments, two times a month, scheduled by direct deposit. Any bargaining unit member may opt out of the wage payment agreement at the start of the school year by notifying the payroll department by August 1.

A bargaining unit member separating from employment with the corporation during a school year shall receive all earned and unpaid wages no later than the next regular pay date. A bargaining unit member separating from employment after the last bargaining unit member work day may elect to receive all earned and unpaid wages either in a lump sum on the next regular pay date or in accordance with the remainder of the wage payment arrangement.

The 2026-2027 pay dates are August 20, 2026; September 4, 2026; September 18, 2026; October 5, 2026; October 20, 2026; November 5, 2026; November 20, 2026; December 4, 2026; December 18, 2026; January 5, 2027; January 20, 2027; February 5, 2027; February 19, 2027; March 5, 2027; March 19, 2027; April 5, 2027; April 20, 2027; May 5, 2027; May 20, 2027; June 4, 2027; June 18, 2027; July 5, 2027; July 20, 2027; and August 5, 2027.

New salary increases will be reflected on the June 18, 2027 paycheck, however, the new salary is retroactive to the first day of your 2026-2027 school year. All retro pay for 2026-2027 school year will be paid in a lump sum on June 16, 2027. The retroactive retirement contributions will be deposited into the appropriate account by June 30, 2027.

Section 16 Non-instructional Supervisory Activity Pay

Any bargaining unit member who supervises Thursday or Saturday School at Westfield High School or Media Center Extended Hours at Westfield Middle School outside the contracted day throughout the school year will receive compensation of $26.67 an hour.

Section 17 Background Checks

For any bargaining unit member , excluding first year teachers, the Board shall pay the cost of any and all expanded criminal history background checks and expanded child protection index checks (exception - pre-employment checks) that are required by the School Corporation or per IC 20-26-5-10.

Section 18 Class Coverage Compensation

A bargaining unit member shall be paid $26.67 an hour when instructing or supervising a class period for an unfilled daily assignment.

When 9 or fewer students are added to a bargaining unit member's classroom for the day due to an unfilled daily assignment, the bargaining unit member will be paid $25 for a half-day (4 hours or less) or $50 for a full-day (more than 4 hours), as applicable.

When 10 or more students are added to a bargaining unit member 's classroom for the day due to an unfilled daily assignment, the bargaining unit member will be paid $40 for a half-day (4 hours or less) or $80 for a full-day (more than 4 hours), as applicable.

Section 19 Long Term Coverage

A bargaining unit member assigned to cover the class of a bargaining unit member on a long-term leave will be paid for such coverage at the bargaining unit member’s hourly rate.

ARTICLE IV
BENEFITS

Section 1 Definitions

As used in this Article:

A. "Maximum Board Payment" means the maximum amount that the Board will contribute toward health coverage for employees enrolled in the corporation's medical plan.
B. "Cost per Teacher" means the annual premium less the maximum Board payment.
C. "PPO Plan" means the coverage schedule listed in the corporation's Medical Plan as the PPO Plan.
D. "High Deductible Health Plan (HDHP)" means the coverage schedule listed in the corporation's Medical Plan as the HDHP.

Section 2 Medical Insurance Coverage

A. Maximum Board Payment Amount.
    a. Full-time Teacher – PPO. The Board shall pay an amount equal to seventy percent (70%) of the total premium for any category of medical coverage in the PPO plan. At no time will this amount exceed seventy percent (70%) of the cost of the applicable PPO plan category of medical coverage in which a given bargaining unit member is enrolled.
    b. Full-time Teacher – HDHP. The Board shall pay an amount equal to seventy-five percent (75%) of the total premium for any category of medical coverage in the HDHP.
B. Cost per Teacher Amount. Depending on the amount of change in the insurance premium each year and the type of coverage in which the bargaining unit member has chosen to enroll, the cost per bargaining unit member could increase or decrease. In no case shall the cost per bargaining unit member be less than one dollar ($1.00) per year. The cost per bargaining unit member shall be paid by payroll deduction (or personal check if the amount of pay the bargaining unit member is receiving is insufficient to cover the cost).
C. Dual Employee/Spouse Employment.
    Prior to January 1, 2016: In the event that both an enrolling bargaining unit member and spouse are employed as full-time employees as defined for this Article by the School Corporation, the Board shall pay an amount equal to all but one dollar ($1.00) of the total premium for one of either the family or the employee/spouse medical PPO or HDHP coverage options with the enrolling bargaining unit member paying the difference. In no case will the Board contribution allowance(s) be paid/rebated to individual bargaining unit members.

    Effective January 1, 2016: In the event that both an enrolling bargaining unit member and spouse are employed as full-time employees as defined for this Article by the School Corporation, the Board shall pay an amount equal to all but one dollar ($1.00) of the total premium for one of either the family or the employee/spouse medical HDHP coverage options with the enrolling bargaining unit member paying the difference. The Board shall pay an amount equal to seventy percent (70%) of the total premium for one of either the family or the employee/spouse medical in the PPO plan. At no time will this amount exceed seventy percent (70%) of the cost of the applicable PPO plan category of medical coverage in which a given bargaining unit member is enrolled. In no case will the Board contribution allowance(s) be paid/rebated to individual bargaining unit members.

D. Premium Establishment. The Insurance Committee shall decide the premium amounts for each category and type of medical coverage. The resulting cost per bargaining unit member shall, if possible, be communicated in writing to each bargaining unit member enrolled in the medical plan at least thirty (30) days before the date on which the premium shall become effective, or otherwise as soon as possible thereafter.
E. Disability. During the time of disability, the Board will continue to pay the same portion of the insurance as is paid for all other full-time bargaining unit members until government health insurance takes over.

Section 3 Long-term Disability Insurance
The Board will provide each full-time bargaining unit member a long-term disability policy to pay sixty-six and two-thirds percent (66 2/3%) of salary or seven thousand dollars ($7,000.00) per month, whichever is less. The cost for this coverage will be one dollar ($1.00) per year per policy per member.

Section 4 Life Insurance
The Board will provide each full-time bargaining unit member a fifty thousand dollar ($50,000.00) life insurance policy and a fifty thousand dollar ($50,000.00) ADD policy. The cost for this coverage will be one dollar ($1.00) per year per policy per member.

Section 5 Section 125
A bargaining unit member may participate in the School's flexible benefits plan, with all Administration fees paid by the Board and all monthly user fees paid by the participating bargaining unit member. The 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:

A. The employee share of group insurance premiums;
B. Medical care reimbursement accounts;
C. Dependent care assistance accounts; and
D. Other benefits provided through the plan.

Section 6 Vision Insurance
All bargaining unit members shall be entitled to carry the vision care insurance at the level of coverage determined by the Insurance Committee with the Board paying all but one dollar ($1.00) of the annual premium for single or family coverage.

Section 7 Dental Insurance
All bargaining unit members shall be entitled to carry the dental care insurance at the level of coverage determined by the Insurance Committee with the Board paying all but one dollar ($1.00) of the annual premium for single or family coverage.

Section 8 Effective Dates for Insurance Benefits
Medical, dental, and vision insurance benefit coverage shall begin on the first day of the month following the bargaining unit member's payment of their first month's cost of premium. Others shall be as stated in the various insurance plans.

Section 9 Legal Assistance
Threats of Criminal or Civil Action. A bargaining unit member shall report to the Superintendent any threats of criminal or civil action against, arising out of, and in the course

of their employment with the schools. Except in cases where the Board and/or Schools is the adversary party, the Board will select and provide legal counsel to defend a bargaining unit member of the schools in any suit arising out of the performance of his or her duties for, or employment with, the Schools, provided the Board by resolution determines that the action was taken in good faith and shall save the bargaining unit member harmless from any liability, cost, or damage in connection therewith, inclusive, but not limited to the payment of any legal fees, except where the liability, cost, or damage is predicated on, or arises out of, the bad faith of the bargaining unit member, or is a claim or judgment based on their malfeasance in employment.

Section 10 Long-term Care

Enrolled prior to June 30, 2019: The Board shall cover all but one dollar ($1.00) of the annual cost of a basic long-term care program vended by Unum or such other vendor as the parties might subsequently agree to use.

A. The employer paid plan shall provide the following or better coverage: Two thousand dollar ($2,000.00) monthly Skilled Facility benefit; one thousand two hundred dollar ($1,200.00) monthly Assisted Living Facility benefit; one thousand dollar ($1,000.00) monthly Professional Home Care benefit; three (3) year duration period; ninety (90) day elimination period; seventy-two thousand dollars ($72,000.00) lifetime maximum for the base plan; guaranteed issue coverage for employees who are actively at work; level premium locked in at the age coverage begins for a given employee; complete portability allowing the given employee to take the coverage with them at separation from employment for any reason with the same premium pricing then in effect; coverage guaranteed for family members at the same discounted premiums contingent on the family member's proof of good health; and a three (3) year rate guarantee.
B. Each employee will have the option to enhance the base plan with any or all of the following, provided that the given employee pays the difference in premium for their base plan via payroll deduction:
    a. Up to eight thousand dollars ($8,000.00) in monthly benefits, of which up to six thousand dollars ($6,000.00) comes with the guarantee issue for employees actively at work.
    b. Up to six (6) year benefit duration.
    c. Total Home Care (family and friends are paid for providing care at home).
    d. Five percent (5%) compound inflation protection, uncapped.
C. In regard to items A. and B. above, the parties acknowledge that changing market conditions could make the specifications set forth exceed the costs for the same estimated at the time the parties agreed to add a Long-term Care (LTC) benefit to this contract. If the Board believes this to be the case, it may notify the Association President in writing that these specifications need to change to better conform to the original estimated costs. At that time, the parties would reconvene bargaining teams to revise the specifications accordingly.

Section 11 Insurance Coverage for FMLA

The Schools' payments in support of insurance programs provided by this Article shall continue during any FMLA leave.

Section 12 Insurance Partnership

A. The Board and the Association shall form a partnership for the benefit of providing insurance for the Corporation's employees. The partnership shall be comprised of four

(4) members, two (2) appointed by the Association and two (2) appointed by the Administration. The purpose of the partnership shall be to oversee, manage, and provide guidance on issues relating to insurance coverage, investments, and benefits.

B. The partnership may make decisions about overall benefits for the insurance committee. They shall also be responsible for suggesting whether a change of carrier is necessary. All decisions of the partnership shall be made by a majority vote of the four (4) members. The partnership shall not, on its own authority, select or change the carrier.
C. There shall be established a Medical Appeals Board made up of the members of the partnership.
D. If an employee feels aggrieved by the decision of the carrier, or if an employee feels that benefits should be added, they shall make an application to the Medical Appeals Board. If the Medical Appeals Board finds that the insurance plan has been misinterpreted by the carrier, then the Medical Appeals Board shall, by a majority vote, direct the carrier to pay the claim.
E. If an employee requests a change in benefits, then the request shall be forwarded for consideration to the partnership. A change of benefit must be approved by the partnership.
F. The decision of the choice of carrier shall be referred to the bargaining teams for action. Following approval of a new carrier, the Association and the Board shall conduct a ratification vote.
G. Failure by the Association and the Board to adopt a change in carrier shall cause the parties to table the issue until the expiration of the current Master Contract agreement.
H. The funds set aside for the provision of insurance shall be used only for that purpose. All funds contributed by the employees and the corporation shall be placed in a separate fund, and only be used for the purpose of providing insurance benefits for the employees. Interest earned on those funds shall be accumulated in the insurance fund. The corporation shall not be allowed to commingle other funds, withdraw, or otherwise expend insurance funds for any purpose other than insurance.
I. The Board agrees to provide detailed documents to the members of the partnership. All documents (except those specifically forbidden by federal or state law) related to expenses, benefits, and claims shall be available to the members of the partnership. However, each partnership member must agree that information available to him or her is largely confidential and shall not be shared for the benefit or detriment of any other employee.
J. At all times, the management of insurance funds shall be in accordance with Indiana Code.

ARTICLE V
PAID LEAVES OF ABSENCE

Section 1 General
Unless otherwise stated, leaves will accrue and may be used in half-hour segments.

Section 2 Paid Time Off

A. Days Earned.
   a. Full-Time Teachers. Fifteen (15) paid time off (PTO) days shall be granted during the contractual year without loss of pay to any bargaining unit member for the transaction of personal business or illness.
   b. For unplanned absences due to illness that are more than four (4) consecutive days, the bargaining unit member shall communicate with the building principal.
   c. For planned absence over four (4) consecutive days, the bargaining unit member shall communicate with the building principal at least one week prior.
   d. Any unused PTO days will accumulate from year to year into an employee's accrued sick days .
   e. Part-time Teachers. The provisions of a. above apply to part-time teachers except that the award and use of time will be adjusted proportionately to the percentage of time they are employed.
   f. Temporary Teachers. Temporary teachers employed on a temporary contract shall have all the rights of the Master Contract except that paid leave shall be granted per the formula set forth for part-time teachers.

B. Accrued Sick Days
   a. PTO days not used shall be added to the accrued sick days at the close of the school year up to a total of two hundred (200) days. In those situations where a bargaining unit member begins the school year with an accrued level of two hundred (200) days, the bargaining unit member will be granted his or her full amount of additional days per Section 2 above at the beginning of the school year. In the event a bargaining unit member is given an additional assignment during the same school year, as a temporary teacher, per Sections A.a.; A.f. and A.g. above, the bargaining unit member's unused PTO days would continue to accumulate as sick days.
   b. When a retired Westfield teacher is rehired by Westfield Washington Schools, they shall not be entitled to any sick leave or PTO days they accrued prior to retirement.
   c. Transfer of Days Earned. A teacher shall be allowed to transfer all sick leave or PTO days from the previous school corporation at the rate of three (3) sick days per year starting with the second year. Teachers who were previously employed by Westfield Washington Schools and are hired following a break in service with Westfield Washington Schools shall have any remaining accrued leave days reinstated at the same rate.

C. Medical Certification. When a bargaining unit member returns to work after an extended absence for personal illness (ten {10} consecutive work days or twenty {20} cumulative work days in any sixty {60} day period), the Superintendent may require that the bargaining unit member obtain a statement from the bargaining unit member's physician that they are capable of performing the bargaining unit member's regular duties and is able to return to work. Where the superintendent has requested such a statement pursuant to this paragraph, failure to supply the statement within five (5) work

days of the bargaining unit member's return to duty will require the bargaining unit member to take PTO days, sick days or unpaid leave, whichever is applicable, until such time as the statement is provided.

Should a bargaining unit member who is required to provide a physician's statement incur a cost for this certification that is greater than that which is compensated by the medical insurance company, upon presentation of a valid claim, the Board will reimburse the bargaining unit member for the excess cost.

D. Summer School. A summer school teacher shall be allowed to use available accrued sick leave days. A sick leave day used during summer school will be the equivalent of one-half (1/2) day of accrued sick leave. Use of the days shall be limited to use at the rate of only one-half (1/2) day of accrued sick leave for each twenty (20) days of teaching in summer school.
E. Teacher of Record Release Time. All bargaining unit members who serve as a Special Education Teacher of Record, Speech Language Pathologist, or EL Teacher of Record will be granted 1 day of leave from student supervision duties each grading period to maintain statutory compliance through the completion of IEP documents and coordination of/participation in case conference committees. This day must be communicated in advance with building administration.

Section 3 Sick Leave Bank

A. Qualifications for Membership. Any bargaining unit member employed at Westfield Washington Schools may join the Sick Leave Bank.
B. Purpose. The purpose of this Sick Leave Bank is:
    a. To help offset the potential and detrimental financial effect of a member of the Sick Leave Bank having to be absent for non-elective medical purposes without accumulated accrued sick leave sufficient to cover, in whole or in part, the absence; and
    b. To protect the availability of Sick Leave Bank days to allow for the most equitable and widespread meeting of the first purpose.
C. Membership.
    a. As a member, a bargaining unit member must contribute one (1) day to the Bank for the first year of membership and two (2) days each for the second and third years of membership. Bargaining Unit Members shall contribute and receive benefits in direct proportion to their contracted employment.
    b. After the third year, a member of the Sick Leave Bank shall not be asked to contribute any more days unless the bank drops below five hundred (500) accumulated days. Even then, no assessment will ever exceed one (1) day per year, although the Sick Leave Bank Committee may solicit voluntary contributions at any time.
    c. Bargaining Unit Members who have extra days may contribute up to half of their remaining balance as of June 1, or at the time of separation, whichever comes sooner.
    d. In cases of a member resigning or retiring from Westfield Washington Schools, all unused PTO and accrued sick days (after retirement payout) will automatically be donated to the Sick Leave Bank upon a bargaining unit member's separation from Westfield Washington Schools.

e. A bargaining unit member previously employed by the corporation who is later re-employed by the corporation shall be reinstated as a member of the Sick Leave Bank. They will be reinstated at their previous level.
f. All days required for membership must be contributed by October 15 of each school year.

D. Administration.
   a. The Sick Leave Bank Committee shall be appointed by the Association consisting only of its members. This committee will oversee all of the Sick Leave Bank's operations.
   b. The Sick Leave Bank Committee shall meet, when necessary, but at least once each school year with a majority required to pass any action. It shall have the responsibility to run the Sick Leave Bank for the best interest of the members and may award days to applicants up to a maximum of forty (40) days per individual or to the point where the disability insurance begins, whichever is lower. The Committee may disallow any claim for cause. The Board is not responsible for any decision on a claim. No grievance may be filed against the Administration or Board because of a decision of the Committee.

E. Application for Days.
   a. Any member may apply for days from the Bank after their own PTO and accrued sick days have been used.
      i. Bargaining Unit Members having an owed balance of forty (40) or greater borrowed days within the last two (2) years shall, if otherwise qualified, be entitled to use Sick Leave Bank days without first taking any unpaid leave (deduct) days.
      ii. All other bargaining unit members, if otherwise qualified, will be required to take two (2) unpaid leave (deduct) days to be entitled to use Sick Leave Bank days.
   b. For short-term illnesses, applications may be made when need arises and pay has been deducted. The Member shall be reimbursed by the Corporation according to the action of the Sick Leave Bank Committee.
   c. For long-term illnesses, applications may be made in advance for approval by the Sick Leave Bank Committee in order that missed days would not be deducted from the member's pay.
   d. A member is eligible to apply for sick-bank days if they are seeking or undergoing treatment at an accredited inpatient facility or participating in intensive outpatient therapy for mental health conditions or substance dependency.
   e. A doctor's certification is required with the application and would better facilitate action by the Sick Leave Bank Committee.
   f. For a long-term illness, a member of the Sick Leave Bank or a family member of the bargaining unit member must appear before the Sick Leave Bank Committee to present the doctor's certification and the reason for the request.
   g. Regardless of the number of applications, employees owing eighty (80) days may not apply for additional days.

F. Repayment.
   a. Each year that a member draws days from the Sick Leave Bank, the member automatically agrees to repay the Sick Leave Bank at the rate of two (2) days per year, beginning the next school year.
   b. The maximum number of days to be repaid per year, regardless of the number of years in which the member borrowed days, shall be four (4).

c. This repayment continues until there is either complete repayment or termination of teaching for Westfield Washington Schools.
d. Regardless of the number of applications, employees owing eighty (80) days may not borrow additional days unless there is an extreme hardship, in which case the Sick Leave Bank Committee, with the concurrence of the Administration, may forgive up to ten (10) days currently owed to enable granting days within this limit.
e. Upon retirement, all remaining days owed to the Sick Leave Bank will be repaid before the retirement payout is calculated as described in Article VII.

Section 4 Bereavement Leave

1. In case of death(s) of a fiance, spouse or child (including stillborn or miscarriage), the bargaining unit member shall be provided with ten (10) full working days beyond the death and shall receive full compensation for the leave.
2. In case of death(s) within the immediate family, the bargaining unit member shall be provided with five (5) full working days beyond the death and shall receive full compensation for the leave. "Immediate family" shall be interpreted as sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, and each similar relationship established by the present marriage or upcoming marriage.
3. In case of a death outside of qualified cases above, the bargaining unit member shall be provided with one (1) full working day and shall receive full compensation for the day. This instance of bereavement leave would be granted at most once per year.
4. In the event that a bargaining unit member is named power of attorney; executor or executrix of an estate; or sole surviving family member, the bargaining unit member shall receive up to two (2) paid leave days within the twelve (12) months following the death to conduct the business of the estate.

Section 5 Professional Leave

When proper arrangements have been made with the principal and the approval of the Superintendent has been granted, bargaining unit members may be excused to attend professional meetings, conventions, and like activities which occur during the school year or summer school. The principals may plan for a visiting day in other schools or school systems for their teachers, not to exceed one (1) day per year.

Unless approved by the Board and Superintendent, the schools will not assume an individual bargaining unit member's expenses for the conventions, professional meetings, or visitations. A part or all of a bargaining unit member's expenses will be granted by the Board where that bargaining unit member has been asked to be part of the program and the bargaining unit member does function in that capacity. The bargaining unit member must give a written request to the Superintendent at least ten (10) days prior to attendance at a professional meeting. The Board will pay for the substitute teacher for any bargaining unit member under this Section.

Section 6 Parental Leave

A. Paid Parental Leave.

When a bargaining unit member becomes the parent of a newborn child, the member is entitled to ten (10) days of paid Parental Leave within the first six (6) weeks following the child's birth, without using or reducing other accrued paid leave.

a. Parental Leave is not available for foster parenting.
b. Parental Leave must be used in full-day increments.

B. Maternity Leave Following Childbirth.

A bargaining unit member who gives birth may remain on leave for up to six (6) consecutive calendar weeks following a natural birth or eight (8) consecutive calendar weeks following a cesarean birth without providing a physician's statement.

The six (6)- or eight (8)-week period begins on the date of birth. During this period, the member may use available paid leave as follows:

a. The ten (10) days of paid Parental Leave described in subsection A.
b. Available PTO or accrued sick leave to cover the remaining days within the applicable six (6)- or eight (8)-week period.
c. Any portion of this leave that is unpaid and occurs while school is in session shall run concurrently with FMLA leave, when applicable.

C. Extended Leave and Pregnancy-Related Disability.

A bargaining unit member may request a leave of absence due to pregnancy or a temporary disability related to pregnancy at any time between the beginning of the pregnancy and one (1) year following the child's birth.

The following requirements apply:

a. Notice**:** When the need for leave is foreseeable, the member must provide the Superintendent with at least sixty (60) days' notice before the anticipated start of leave. If the need for leave arises fewer than sixty (60) days before the leave is to begin, notice must be provided as soon as practicable.
b. Documentation: The member must notify the Superintendent of the anticipated length of leave and provide either a physician's statement verifying the pregnancy or a copy of the child's birth certificate, as applicable.
c. Medical Emergency: In the event of a medical emergency related to pregnancy that is not associated with the expected date of birth, leave shall be granted immediately upon request and submission of certification from the attending physician.

d. Use of Accrued Leave: At the member's discretion, all or part of a leave taken due to a temporary disability related to pregnancy may be charged to available PTO and/or accrued sick leave.

D. Requesting Leave.

A bargaining unit member must complete a Leave of Absence Form and submit it to the Benefits Manager at the Central Office at least sixty (60) days before the anticipated start of leave, when the need for leave is foreseeable.

E. Extended FMLA Leave.

If a bargaining unit member remains on FMLA leave beyond the initial six (6)- or eight (8)-week period following childbirth, available PTO or sick leave may not be used to receive pay during the extended leave period.

Section 7 Adoptive Leave

When a bargaining unit member becomes the adoptive parent of a child of any age, they are entitled to use ten (10) days of paid Adoptive Leave with no loss of other leave. Once a bargaining unit member who has adopted a child has exhausted their Adoptive Leave, they may use PTO or accrued sick days subject to the following conditions:

A. Additional Adoptive Leave shall not exceed six (6) weeks.
B. Additional Adoptive Leave shall not exceed the bargaining unit member's accrued sick.
C. Additional Adoptive Leave must be used by no later than six (6) weeks past the date of adoption.
D. Additional Adoptive Leave shall run concurrently with any FMLA Leave described in the Teacher Handbook.
E. Adoptive Leave does not apply to foster parenting situations.
F. Sick Leave Bank days may not be used for Adoptive Leave purposes.
G. Adoptive Leave must be used in no less than full day increments.

Section 8 Court Leave

A. A bargaining unit member called for grand or petit jury duty or subpoenaed to testify before a Legislative or Congressional body shall be paid full salary during the required period of absence from assigned duties by the Board.
B. A bargaining unit member summoned to testify before a court for reasons directly related to his/her employment as a bargaining unit member in Westfield Washington Schools shall be paid full salary during the required period of absence. Likewise, if the bargaining unit member is assigned by the Corporation to testify in an official capacity on behalf of a private party in connection with a judicial proceeding in which the United States, State or local government, or the Corporation is a party, the bargaining unit member shall receive full salary.
C. A bargaining unit member summoned to testify regarding an alleged personal violation of the law, or as a witness in a lawsuit, neither of which is related to the bargaining unit member's professional responsibilities, will not be granted Court Leave. The bargaining unit member may use PTO days, if any are available. If no PTO days are available, the bargaining unit member may use accrued sick days to receive pay.

D. To receive full pay for the duration of Court Leave, the bargaining unit member must remit to the Corporation the per diem amount received from the court or agency, exclusive of mileage, parking reimbursement, and/or meals reimbursement.
E. During Court Leave, the bargaining unit member shall not suffer loss of insurance entitlement subject to the underwriter's active work regulation.

Section 9 Association Work Leave

Provided it does not interfere with the delivery of professional services by other employees, the Association shall be entitled to the following consideration:

A. The Association shall be entitled to use up to six (6) paid Association Work Leave days for Association purposes granted or used by the Association President in half or whole day increments with the Association President giving the Superintendent as much advance verbal and written notice as time and circumstances allow.
B. Additionally, the Association President shall be entitled to use leave during any non-instructional portions of the contract day.
C. Additional Association Work Leave days may be granted at the discretion of the Superintendent with the understanding that granting any such days for one occasion does not set precedent that would require the Superintendent to grant additional such leave days on another occasion, even when the purpose for requesting the additional leave days is the same.
D. Paid Association Work Leave days shall not be used for internal or external candidate promotion, shall not interfere with the normal education program, and shall not be used for the express purpose of member solicitation.

Section 10 Worker's Compensation

A. In the event of a job injury, a bargaining unit member may draw PTO or accrued sick day pay, if available, in lieu of or complementary to Worker's Compensation up to the bargaining unit member's full pay.
B. Job Injury. If the bargaining unit member's injury was sustained on the school premises as a result of an assault and the injury is determined to be compensable under Worker's Compensation laws, the bargaining unit member will:
    a. Receive full salary for the first seven (7) school days of absence;
    b. Receive the difference between the daily rate paid through Worker's Compensation and the bargaining unit member's daily salary for a period of fifty-three (53) additional school days of absence.
    c. Not be charged for PTO or accrued sick days for the sixty (60) school days described above;
    d. Obtain validation for the absence from the bargaining unit member's physician. In the event the Worker's Compensation is to be used, it shall be the responsibility of the bargaining unit member to follow all of the established procedures for applying for Worker's Compensation.
    e. Receive time for appearance before a judicial body or legal authority as a result of such assault and will not result in loss of wages or in reduction of accumulated PTO or accrued sick days of the bargaining unit member.

Section 11 Temporary Closing of School

If during the term of a teacher's contract, the school or Schools are closed by order of Westfield Washington Schools, or by order of the health authorities, or if, through no fault of the bargaining unity member, school cannot be held, such bargaining unit member shall

receive regular payments during the time that the school or Schools are closed. However, whenever a canceled student instructional day is rescheduled to comply with law, each bargaining unit member shall work on that rescheduled day without additional compensation.

Section 12 Discretionary Leave

Where the bargaining unit member has suffered emotional, physical, or mental stress following circumstances/events/occurrences caused by a student, parent, or legal guardian within the scope of employment may take one (1) day of discretionary leave. This day will not be deducted from personal time off days. Approval must come from building administration and Human Resources.

ARTICLE VI
UNPAID LEAVES OF ABSENCE

Section 1 Additional Teaching Background Leave
A leave of absence of up to one (1) year may be granted to any bargaining unit member who has at least one (1) year of teaching experience with Westfield Washington Schools, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign, or military teaching programs, as a full-time participant in the program; or cultural, travel, or work program related to the bargaining unit member's professional responsibilities, provided the bargaining unit member states his or her intention to return to the School Corporation. Upon return from such leave, the bargaining unit member shall not be granted teaching experience credit for the time of their leave.

Section 2 Study Leave
A leave of absence for up to one (1) year may be granted to any bargaining unit member who has at least one (1) year of teaching experience with Westfield Washington Schools, upon application, for the purpose of engaging in study at an accredited college or university.

Section 3 Military Leave
Military leave shall be granted to any bargaining unit member who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a bargaining unit member shall be placed on the salary table at the level that the bargaining unit member would have achieved had they remained actively employed in the Schools during the period of absence, not to exceed a maximum of four (4) years. A year shall be defined as at least eight (8) months of military service or a combination of military service and teaching experience occurring between the dates of July 1 and June 30. The bargaining unit member shall have up to sixty (60) days after release from active duty to notify the Board of his or her intention to return to the Schools. If National Guard or Reserve encampment or a period of active training duties should occur during the school year, the bargaining unit member required to participate shall be granted a temporary leave of absence for periods not to exceed fifteen (15) days in any one (1) calendar year.

Section 4 Adoptive Leave and Parental Leave
Adoptive leave shall be granted for up to a period of one (1) school year, without pay. Parental leave shall be granted for up to one (1) calendar year following the birth of the child, without pay. If the necessity for leave is foreseeable based on the expected birth or placement, the bargaining unit member shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin, except if the date of birth or placement requires the leave to begin in less than thirty (30) days, the bargaining unit member shall provide such notice as is practicable. The period of leave shall commence when the child is physically turned over to the bargaining unit member-parent. The unpaid leaves shall be in addition to paid Parental and Adoptive leaves provided by Article V Sections 7 and 8.

Section 5 Administrative Leave
The Board may, at its discretion grant a leave of absence, without pay or benefits, for a period of up to one (1) year, and/or extend any leave that has been granted to a bargaining unit member.

ARTICLE VII
RETIREMENT

Section 1 Indiana State Teachers' Retirement Fund Contributions
In addition to the salary provided in Appendix I-A and extra-curricular pay in Appendix II the School shall pay to the Indiana State Teachers' Retirement Fund (ISTRF) the state-required teacher's contribution (currently 3%). Teachers shall not be entitled to the option of choosing to receive the contributed amount directly instead of having the employer's funds paid directly to the ISTRF on the teacher's behalf.

Section 2 Retirement Payout

A. A bargaining unit member submitting a letter of retirement effective at the end of the 2026-2027 school year and meeting the criteria listed below will be eligible for a one-time retirement benefit.
B. Bargaining unit members must meet the following qualifications in order to be eligible for the retirement incentives.
    a. Must have been continuously employed with the district or HBM Co-Op for at least ten (10) year
    b. Must be eligible for full TRF benefits
        - Age 55 to 59, if age and service credit total at least 85
        - Age 60 to 64 with at least 15 years of service credit
        - Age 65 or older with at least 10 years of service credit
    c. Bargaining unit members must finish out the school year in order to be eligible for the incentive.
C. A bargaining unit member who notifies the district prior to February 1 of their retirement, effective at the end of the current school year, shall be eligible for an accrued sick days buy out at $100 per day not to exceed $15,000. A bargaining unit member who notifies the school after February 1 of retirement at the end of the current school year shall be eligible for a PTO day buy out at $100 per day not to exceed $10,000. They may elect to take the proceeds from this plan as a cash payment, VEBA contribution, or deposit into a 401(a) account.
D. <u>Employees who qualify for the Traditional Severance Plan as defined in Appendix IV.</u>
A bargaining unit member employed with the district shall be eligible for the retirement incentive amount equal to the Traditional Severance Plan if they were hired prior to the end of the 2001-2002 school year as defined in Appendix IV.
    a. Sick days remaining after computation of the Traditional Severance Plan (Appendix IV) calculation can be utilized in the retirement calculation in Article VII, Section 2 not to exceed a total payout of $15,000 if notification of retirement is submitted prior to February 1, and $10,000 if notification of retirement is submitted after February 1 of a given school year.
E. Notification of retirement shall be submitted in writing to Human Resources.
F. For the 2026-2027 school year, sixty-five percent (65%) of savings accumulated through this incentive will be applied to bargaining unit salary increases.

Section 3: Health Insurance Coverage
A bargaining unit member at the time of retirement will be eligible to continue their health insurance coverage with the Corporation provided the teacher has otherwise satisfied the requirements and conditions described.

To qualify, a teacher must have completed at least ten (10) years of service with the Corporation and meet INPRS retirement eligibility requirements.

Immediately upon retirement, the bargaining unit members, spouse, and eligible dependent(s) may choose to continue their Corporation health, dental, and/or vision insurance coverage. The bargaining unit member must pay the full premium for the health insurance coverage elected. The bargaining unit member must pay the $1 premium for dental and $1 premium for vision coverage. Premiums must be paid monthly for each year of continued coverage.

A retired teacher's eligibility to continue participating in the Corporation's insurance plans will end when the teacher or their spouse first becomes eligible for Medicare, unless coverage ends earlier under applicable law.

These provisions are intended to comply with all applicable federal and state laws governing continued health insurance coverage for eligible teachers and their spouses. Nothing in these provisions shall limit or override any rights to continued health insurance coverage available under COBRA or other applicable laws.

All retirees, spouses, and eligible dependent(s) covered by the Corporation's health insurance plan will have access to the Health Care Clinic while they remain on the health insurance plan.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 1 General

A. This grievance procedure (Procedure) stipulates the conditions under the Procedure by which grievances alleged by certain certificated school employees as defined in this Contract shall be processed. If any grievances arise, there shall be no stoppage or suspension of work because of the grievance, but such grievances shall be submitted to the following grievance Procedure.

B. Definitions as used in this Procedure.

   a. "Grievance" means, and shall be limited to, an alleged violation of an express Article or Section of this written Contract, except where the Article or Section is exempt from this Procedure.

   b. "Superintendent" means the chief administrative officer of the School Corporation, or any person(s) designated by them to act on their behalf in dealing with school employees.

   c. "Grievant" means the certificated school employee directly affected by the alleged violation making the claim. The Association may file a grievance on behalf of the grievant.

   d. "Day" means Board assigned duty day of the bargaining unit member which occurs during the term of a bargaining unit member's individual contract provided, however, that at all other times, "day" shall mean week day.

   e. “Association Representative” means the bargaining unit member designated by the Association to act as its representative.

   f. “Principal” means the principal of the school in which the aggrieved bargaining unit member is assigned.

   g. “Immediate Supervisor” means a “supervisor” as the term is defined under Public Law 217, to whom the aggrieved bargaining unit member is directly responsible.

Section 2 Structure

A. Nothing contained herein shall be construed to prevent any individual bargaining unit member from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Contract, and the Association has been given an opportunity to be present at the adjustment. The Association may file a grievance on behalf of the grievant.

B. The grievant may be represented by any person(s) of their own choosing at all levels of the Procedure, limited, however, to a total of two (2) representatives.

C. Either the Board or the grievant shall have the power to invoke the arbitration proceedings under this Procedure.

Section 3 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 Board.

A. Informal Grievance. Within ten (10) 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 grievance to their principal or the principal's designee by meeting with them individually in an informal manner during non-teaching hours. The grievant may be accompanied by a representative, provided their principal or designee is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss the

alleged grievance shall prevent the grievant from filing the alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the principal or principal's designee shall give their answer orally to the grievant.

B. Formal Grievance.
   a. Level One
      i. 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 principal's designee in writing, signed by the grievant, on the appropriate grievance form. The written grievance shall name the certificated school employee involved, shall state the facts giving rise to the grievance, shall identify by specific reference all express articles or sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of the articles or sections, and shall indicate the specific relief requested.
      ii. Within seven (7) days after receiving the written grievance, the principal or principal's designee shall communicate his or her answer in writing to the grievant.
   b. Level Two
      i. In the event that the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided the 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.
      ii. The grievant shall submit the written claim, signed by the grievant, 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 prior to the rendering of the written decision, and an additional five (5) days beyond the ten (10) days shall be allowed if the Superintendent informs the grievant, in writing, that further investigation is necessary.
   c. Level Three
      i. 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 the appeal is filed with the Board within ten (10) days of receipt of the written answer at Level Two, or, if no written answer has been rendered by the Superintendent, either within twenty (20) days or within twenty-five (25) days after presentation of the grievance at Level Two, whichever is applicable.
      ii. 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.
   d. Level Four

i. 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 grievant may submit the grievance to arbitration provided the grievant gives written notice to the Board of the 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 to the Board, whichever is applicable.

ii. Upon receipt of the notice of appeal to arbitration, the parties shall jointly request the American Arbitration Association to submit to the parties a panel of arbitrators. From this panel of arbitrators, first the grievant and then the Board shall alternately strike one (1) name until one (1) name remains and that person shall be designated as the selected arbitrator.

iii. If the selected arbitrator is unable to serve, either:
   1. a new list shall be requested, and the process of selection repeated, or
   2. the Board and the grievant may mutually agree to number the names of the suggested panel in reverse order of their being struck and appoint the first available preference as the selected arbitrator.

iv. If requested by the Board, the arbitrator shall first rule on the arbitrability of the grievance. With the ruling by the arbitrator that the grievance is not arbitrable, the grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.

v. This level is not available for matters dealing with teacher termination.

Section 4 Powers of the Arbitrator

It shall be the function of the arbitrator, and they shall be empowered except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the express articles or sections of this Contract:

A. The arbitrator shall have no power to add to, subtract from, supplement, disregard, alter, or modify any of the terms of this Contract;

B. The arbitrator's powers shall be limited to:
   a. deciding whether the Board, the Association or the grievant has violated the express Article or Section of this Contract, and
   b. specifying the remedy for the violation;

C. The arbitrator 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;

D. If the Board elects to separate the arbitrability issue from the merits, the arbitrator shall first hear the arbitrability issue and shall render a decision before considering the merits of the grievance;

E. The decision of the arbitrator shall be accepted unless either party elects to appeal to a court of competent jurisdiction within twenty (20) days after receipt of the arbitrator's decision; and

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

Section 5 Miscellaneous

A. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
B. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
C. All necessary forms for the Grievance Procedure provided by this Procedure shall be provided by the Superintendent.
D. 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 the time limits are extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or the grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.
E. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held during non-teaching hours unless otherwise directed by the Board.
F. No certificated school employee shall use this Procedure to appeal any decision by the Board or Administration if the decision is applicable to a State or Federal Regulatory Commission or Agency.
G. Certificated school employees shall follow all written and oral directives, even if the directives are allegedly in conflict with this Contract. Compliance with the directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits, nor shall compliance affect the ultimate resolution of the grievance.
H. 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.

ARTICLE IX
TERM OF AGREEMENT AND ATTESTATION

Term of Agreement, Article 1. On the 15th day of September 2026 at 4pm, a public hearing as described in IC 20-29-6-1 (b) was held at Westfield Washington School Administration Building.

Term of Agreement, Article 2. On the 6th day of November at 1pm, a public meeting as described in IC 20-29-6-19 was held at Westfield Washington School Administration Building.

During the public hearing held on the 6th day of November at 1pm, governing body members were allowed to participate in the public hearing by means of electronic communication.

The terms and conditions of this agreement shall become effective on July 1, 2026, and shall continue in effect through June 30, 2027 with all issues having been considered and agreed upon.

Therefore, this agreement is made and entered into this 10th day of November 2026 by and between the Board and the Association, as defined herein, and is attested to by the representatives whose signatures appear below. The Board ratified the CBA on November 10, 2026 and the Association ratified the CBA on November 5, 2026, and is attested to by the respective representatives whose signatures appear below.

Term of agreement, article 1 is attested to by the Board and Association representatives whose signatures appear below. Term of agreement, article 2 is attested to by the Board representatives whose signatures appear below. Attested on this the 10th day of November 2026.

Rebecca L. Ogle
Board President

Board Secretary

Board Member

Mike Steele
Board Member

Board Member

Association President

Association Bargaining Spokesperson

Michelle Whitehead
Association Bargaining Team Member

Christine Pigiot
Association Bargaining Team Member

Association Bargaining Team Member

APPENDIX I
2026-2027 Salary Table

Year of Experience	Bachelor's Degree	Master's Degree
0	$52,000.00	$55,100.00
1	$53,300.00	$56,477.50
2	$54,632.50	$57,889.44
3	$55,998.31	$59,336.67
4	$57,398.27	$60,820.09
5	$58,833.23	$62,340.59
6	$60,304.06	$63,899.11
7	$61,811.66	$65,496.59
8	$63,356.95	$67,134.00
9	$64,940.87	$68,812.35
10	$66,564.40	$70,532.66
11	$68,228.51	$72,295.97
12	$69,934.22	$74,103.37
13	$71,682.57	$75,955.96
14	$73,474.64	$77,854.86
15	$75,311.50	$79,801.23
16	$77,269.60	$81,876.06
17	$79,278.61	$84,004.84
18	$81,339.86	$86,188.96
19	$83,454.69	$88,429.88
20	$85,624.52	$90,729.05
21	$88,107.63	$93,360.20
22	$90,662.75	$96,067.64
23	$93,291.97	$98,853.60
24	$95,997.43	$101,720.36
25	$98,781.36	$104,670.25

APPENDIX II
EXTRACURRICULAR PAY SCHEDULE - ACADEMIC POSITIONS

The number of extracurricular positions indicated below is for informational purposes only and is not subject to bargaining.

Amt = percentage of $46,000

Academic Coaches	**Qty.**	**Amt.**
HS Academic Coaches	13	8.8%
HS Speech/Debate Coach	1	8.8%
HS Academic Competition Coach	11	2.8%
HS National Honor Society Sponsor	3	7.9%
HS Testing Center Coordinator	4	2.8%
HS Learning Center Coordinator	1	8.8%
MS Learning Center Coordinator	1	7.9%
MS Academic Coach	10	7.9%
MS National Jr. Honor Society Sponsor	3	7.9%
IS Academic Coach	6	7.9%
ES Academic Coach	18	7.9%
Class Sponsor	**Qty.**	**Amt.**
HS Senior Class Sponsor	2	4.6%
HS Junior Class Sponsor	2	4.6%
House of Representatives Sponsor	1	4.6%
New Student Ambassador Sponsor	1	2.5%
Department Chair/Team Leader	**Qty.**	**Amt.**
HS Department Chair (Content Area Director)	17	8.8%
IS Triad Leader (Community Leaders)	26	1.1%
HS Collaborative Team Leader	29	2.3%
MS Collaborative Team Leader	17	2.3%
MS Interdisciplinary Collaborative Team Leader	10	2.3%
IS Collaborative Team Leader	15	2.3%
ES Collaborative Team Leader	48	2.3%
ELC Collaborative Team Leader	4	2.3%
District Collaborative Team Leader	13	2.3%
District Sped Collaborative Team Leader	6	2.3%
Dramatic Productions	**Qty.**	**Amt.**
HS Dramatics Director	1	16.0%
HS Dramatics Assistant Director	2	10.0%
HS Dramatics Vocal Director	1	6.8%
HS Choreographer	4	4.6%
MS Play Drama Director (1 per production)	2	4.6%

Dramatic Productions (continued)	Qty.	Amt.
MS Play Choreographer (1 per production)	2	2.8%
IS Musical Performance Developer	2	2.0%
Entrepreneurship and Innovation	**Qty.**	**Amt.**
HS Spirit Shop Sponsor	1	8.8%
Guard/Dance	**Qty.**	**Amt.**
HS Guard Instructor (Fall)	1	8.8%
HS Assistant Guard Instructor (Fall)	1	6.5%
HS Guard Instructor (Winter)	1	8.8%
HS Assistant Guard Instructor (Winter)	1	6.5%
HS Dance Team Instructor/Director	1	7.9%
Helping Hands	**Qty.**	**Amt.**
Helping Hands Coordinator	6	2.1%
Literary	**Qty.**	**Amt.**
HS Yearbook Sponsor	1	7.9%
HS Publications Sponsor	2	4.6%
HS Media Sponsor	3	4.6%
MS Yearbook Sponsor	1	4.6%
MS Newspaper Publications Sponsor	2	4.6%
IS Yearbook Sponsor	1	2.7%
IS Broadcasting	1	4.6%
ES Yearbook Sponsor (1 per school)	6	1.4%
Video Scoreboard Supervisor	2	3.4%
Music, Instrumental	**Qty.**	**Amt.**
HS Band Director	1	30.0%
HS Assistant Band Director	1	22.5%
HS Jazz Band Director	1	7.9%
HS Pep Band Director	1	7.9%
HS Assistant Marching Band Director	3	8.8%
HS Assistant Winds Director	3	8.8%
HS Assistant Operations Manager	1	8.8%
HS Band Program Manager	1	8.8%
HS Percussion Instructor (Fall)	1	8.8%
HS Assistant Percussion Instructor (Fall)	1	6.5%
HS Percussion Instructor (Winter)	1	8.8%
HS Assistant Percussion Instructor (Winter)	1	6.5%
MS Band Director	1	7.9%

Music, Instrumental (continued)	Qty.	Amt.
MS Assistant Band Director	1	6.0%
IS/MS Instrumental Group Instructor	5	4.6%
IS Band Director	2	6.0%
IS Instrument Instructor	5	2.0%
Music, Performances	**Qty.**	**Amt.**
ES Performance Ensemble	6	4.6%
American Pie Sponsor	3	4.6%
Music, Vocal	**Qty.**	**Amt.**
HS Vocal Ensemble Director	1	10.0%
HS Vocal Ensemble Assistant Director	1	6.8%
HS Show Choir Director	1	8.8%
HS Show Choir Assistant Director	1	8.8%
HS Show Choir Band Director	2	7.9%
HS Choir Accompanist (1 per trimester)	3	2.0%
MS Vocal Ensemble Director	1	7.9%
MS Choir Accompanist (1 per trimester)	3	1.4%
IS Vocal Ensemble Director	1	6.0%
Professional Development	**Qty.**	**Amt.**
HS Building Professional Development Coordinator	4	4.6%
MS Building Professional Development Coordinator	2	3.4%
HS Instructional Coach	3	12.8%
MS Instructional Coach	2	12.8%
IS Instructional Coach	2	12.8%
ES Instructional Coach	6	12.8%
Digital Learning and Assessment Generalist	2	12.8%
Student Council	**Qty.**	**Amt.**
HS Student Council Sponsor	3	6.8%
MS Student Council Sponsor	2	2.7%
IS Student Council Sponsor	2	2.7%
ES Student Council Sponsor (1 per school)	6	1.4%
Club	**Qty.**	**Amt.**
Level 1 (Meets at least 10 times per year)	*	1.4%
Level 2 (Meets at least 20 times per year)	*	2.1%
Level 3 (Meets at least 30 times per year)	*	2.8%
*Within the following funding levels: HS - $40,000 MS - $20,000		

IS - $20,000 ES - $6,500 (per school)		

APPENDIX III
EXTRACURRICULAR PAY SCHEDULE - ATHLETIC POSITIONS

The number of extracurricular positions indicated below is for informational purposes only and is not subject to bargaining.

Amt = percentage of $46,000

Baseball	**Qty.**	**Amt.**
High School Head	1	17.0%
High School Assistant	5	11.0%
Middle School Head	2	8.8%
Middle School Assistant Assistant	2	6.5%
Basketball	**Qty.**	**Amt.**
High School Head	2	24.0%
High School Assistant	8	13.0%
Middle School Head	4	10.0%
Middle School Assistant	4	7.7%
Cheer	**Qty.**	**Amt.**
High School Head - Fall	1	12.0%
High School Assistant - Fall	2	10.0%
High School Head - Winter	1	10.0%
High School Assistant - Winter	2	8.3%
Middle School Head	1	11.8%
Middle School Assistant	1	11.4%
Cross Country	**Qty.**	**Amt.**
High School Head	3	14.8%
High School Assistant	6	10.0%
Middle School Head	2	8.3%
Middle School Assistant	2	6.1%
Football	**Qty.**	**Amt.**
High School Head	1	24.0%
High School Assistant	17	13.0%
Middle School Head	2	10.0%
Middle School Assistant	10	7.9%
Interscholastic Club Sport	**Qty.**	**Amt.**
High School Head	1	8.3%
Middle School Head	1	2.4%
Golf	**Qty.**	**Amt.**
High School Head	2	12.8%
High School Assistant	4	8.3%

Golf (continued)	Qty.	Amt.
Middle School Head	2	8.3%
Middle School Assistant	2	6.1%
Gymnastics	**Qty.**	**Amt.**
High School Head	1	10.0%
High School Assistant	1	8.3%
Lacrosse	**Qty.**	**Amt.**
High School Head	2	12.8%
High School Assistant	4	10.0%
Miscellaneous	**Qty.**	**Amt.**
High School Strength Coach	1	12.8%
High School Event Supervisor (Fall)	2	1.4%
High School Event Supervisor (Winter)	1	2.8%
High School Event Supervisor (Spring)	2	1.4%
Middle School Event Supervisor (Fall)	2	1.4%
Middle School Event Supervisor (Winter)	3	2.8%
Middle School Event Supervisor (Spring)	2	1.4%
Soccer	**Qty.**	**Amt.**
High School Head	2	12.8%
High School Assistant	8	10.0%
Softball	**Qty.**	**Amt.**
High School Head	1	17.0%
High School Assistant	5	11.0%
Middle SchoolHead	2	8.8%
Middle School Assistant	2	6.5%
Swimming	**Qty.**	**Amt.**
High School Head	2	18.5%
High School Assistant	4	10.0%
Middle School Head	1	8.3%
Middle School Assistant	3	6.1%
Tennis	**Qty.**	**Amt.**
High School Head	2	12.8%
High School Assistant	6	8.3%
Middle School Head	2	8.3%
Middle School Assistant	2	6.1%
Track	**Qty.**	**Amt.**
High School Head	2	18.5%

Track (continued)	Qty.	Amt.
High School Assistant	8	10.0%
Middle School Head	2	8.3%
Middle School Assistant	4	6.1%
Unified Flag Football	**Qty.**	**Amt.**
High School Head	1	10.0%
High School Assistant	2	8.3%
Unified Track	**Qty.**	**Amt.**
High School Head	1	10.0%
High School Assistant	2	8.3%
Volleyball	**Qty.**	**Amt.**
High School Head	2	17.0%
High School Assistant	8	10.4%
Middle School Head	2	8.3%
Middle School Assistant	2	6.1%
Wrestling	**Qty.**	**Amt.**
High School Head	1	17.0%
High School Assistant	5	10.4%
Middle School Head	1	8.3%
Middle School Assistant	2	6.1%

APPENDIX IV
Previous Retirement Plans

Section 1 Traditional Severance Plan

Retirement pay shall be provided to a retiring teacher based upon the applicable formula specified below and in accordance with the following requirements and provisions:

A. Eligibility. Only teachers employed by Westfield Washington Schools prior to the end of the 2001-2002 school year shall be eligible for benefits provided in this Traditional Severance Plan.

B. Benefits. The following schedule of benefits shall be paid a teacher's VEBA/HRA account when they leave the employment of the Board of School Trustees, provided the teacher has been employed by this Board for no less than fifteen (15) years on or after the teacher has achieved the age of fifty (50) years old and is retiring under the Indiana Teachers Retirement Fund (TRF) or otherwise qualifies for the TRF Rule of 85.
    a. With 15 to 20 years of Westfield Washington Schools' experience, the teacher will receive 45% of their accumulated but unused Sick Leave days paid at the teacher's final average per diem rate of pay based on a 184-day work year.
    b. With 21 to 30 years of Westfield Washington Schools' experience, the teacher will receive 75% of their accumulated but unused Sick Leave days paid at the teacher's final average per diem rate of pay based on a 184-day work year.
    c. With 31 or more years of Westfield Washington Schools' experience, the teacher will receive 100% of their accumulated but unused Sick Leave days paid at the teacher's final average per diem rate of pay based on a 184-day work year.
    d. Provided the teacher has at least 15 years of Westfield Washington Schools' experience, in no event will a teacher's severance pay be less than that which they would have received under the 1999-2002 collective bargaining agreement.
    e. Insurance Premium Entitlement.
        i. Provided the teacher is age 55 or older, the Board of School Trustees will continue to pay the same portion of the monthly insurance premium as is paid for all other full-time teachers until the teacher qualifies for government health insurance. For teachers who have retired before June 30, 2019, the Board of School Trustees will contribute an additional $150 annually toward insurance premiums until the teacher qualifies for government health insurance.
        ii. In the case of a teacher who will turn age 55 after the next school year begins, but before the end of its first sixty school days, they may apply in writing by March 31 of the current school year to be allowed to retire at the end of that current school year and receive the monthly insurance premium entitlement established in number B.e.i. above, plus an extended like entitlement bridging the time between the end of their entitlement as an active teacher and their 55th birthday.
            1. Upon receipt of such application, the Board shall make a decision as to whether or not to grant the request with such decision based on the school corporation's ability and willingness to fund such an extended benefit and its anticipated ability and willingness to secure a replacement teacher, if needed, for the period of time between the beginning of the upcoming school year and the retiring teacher's 55th birthday.

2. The Board shall make its decision and such decision shall be communicated in writing to the teacher by no later than May 31 following receipt of the application.
3. The application shall be irrevocable on the teacher's part and considered revoked and moot should the Board deny the application per B.e.ii.2. above, or should the Board fail to make or communicate its decision in the timeline set above.

f. The separating teacher will receive traditional severance benefits in accordance with Paragraph D. below.

C. Requirements. Written notice of intent to separate from employment with Westfield Washington Schools must be given to the Office of the Superintendent not later than one hundred twenty (120) calendar days prior to separation, provided, however, that said notification days may be waived in case of separation due to the teacher's disability or other reason as determined by the Board of School Trustees.

D. Payment Schedule.
   a. Payment for separation from employment with Westfield Washington Schools will be made within thirty (30) days after the earlier of either the first of July or the first of January following separation, provided the teacher has initiated application for retirement under TRF or the Superintendent is satisfied that the teacher has qualified for retirement under TRF's Rule of 85.
   b. The above notwithstanding, the total payment under D.a. above, shall not exceed the sum of fifteen thousand dollars ($15,000).

E. Beneficiary Payment. Upon the death of a teacher who otherwise qualifies under this part of Article VI, the separation benefits provided in this Section, shall be paid to the teacher's beneficiary as filed with TRF (annuity designation).

F. The above notwithstanding, all amounts due a teacher under this part of Article VI shall be discounted by the total amount of monies contributed by the Board of School Trustees to the given teacher's Matching Fund Account as provided for in Section 3 below, plus an assumed six percent (6%) annual rate of return as determined by the Match Fund Plan's vendor at the time of the teacher's separation from employment.

G. The above notwithstanding, if a teacher elects to not participate in the Matching Fund Plan, in whole or in part, all amounts due a teacher under this part of Article VI shall be discounted by the total amount of monies which would have been contributed by the Board of School Trustees to the given teacher's Matching Fund Account as provided for in Section 3 below, had the teacher fully participated in the Match Fund Plan, plus an assumed six percent (6%) annual rate of return as determined by the Match Fund Plan's vendor at the time of the teacher's separation from employment.

H. With regard to computing the interest in Section 2 F. and G. above, during the first year, interest will be computed on an average quarterly basis.

Section 2 401(a) Retirement Plan

A. Effective August 1, 2001, and thereafter, the School Corporation shall maintain an IRS 401(a) Fund Plan (Plan) Tax Deferred Retirement Account for each teacher.

B. Commencing with the 2007-2008 school year, the corporation shall place an amount equal to one percent (1%) of the teacher's base pay each year into the teacher's IRS Section 401(a) account; beginning with the 2008-2009 school year, this contribution shall increase to a total of 1.25%; and beginning with the 2009-2010 school year, this contribution shall increase to a total of 1.50%. The School Corporation shall not contribute to teachers' IRS Section 401(a) accounts after the 2014-2015 school year.

C. The parties are committed to making this Plan as advantageous as possible to both Westfield Washington Schools and the teachers, and therefore, in subsequent rounds of collective bargaining shall determine whether or not to increase the School Corporation's contribution to teachers' 401(a) Plan accounts.
D. Westfield Washington Schools and the Association shall maintain a Retirement Benefits Committee comprised of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the Association President.
    a. The Superintendent and Association President, or respective designees, shall co-chair this Committee.
    b. The Committee shall recommend who shall serve as the vendor of the Plan. If the parties cannot reach consensus on selection of the Plan vendor, the vendor shall not change unless the Board does not show good cause as to why such designated vendor cannot and should not be allowed to serve as the Plan's vendor.
    c. The Retirement Benefits Committee shall also serve as the oversight committee for the VEBA Trust Accounts program.
    d. Thereafter, the Committee's function shall be to monitor the Plan and make recommendations for changes it deems appropriate to the parties' negotiation teams.
    e. When the Committee does not have a majority opinion or recommendation, minority reports and recommendations may be submitted to the bargaining teams, which shall take necessary action to reach a mutually agreeable resolution of all outstanding issues.
    f. The Committee-selected vendor shall be the sole administrator of school contributions to the Plan accounts with each teacher having discretion in placing the contributions for his/her account in any and/or all investment options offered by the vendor.
    g. It is understood that the members of the joint Committee, the School Corporation and its agents, and the Association and its representatives, are contractually charged only with the responsibility to act in good faith in regard to the selection of the Plan vendor and in monitoring the Plan's operation, and therefore, should be held harmless against any related claims or allegations brought by any member of the bargaining unit or their heirs, successors, and assigns to the fullest extent of the law.
E. The School Corporation shall see that employer contributions for each teacher are submitted to the vendor for placement in the teachers' accounts on a quarterly basis.
F. <u>Vesting.</u>
    a. A teacher shall be fully vested in the Plan upon completion of five (5) years of employment with the School Corporation. Such employment will count whether it comes before or after implementation of this program.
    b. Once a teacher is vested, all assets of his/her account become the property of the teacher and, in the event of the teacher's death, the teacher's estate.
    c. Should a teacher separate from employment with Westfield Washington Schools prior to being vested in the Plan, the teacher's Plan account's monies shall be redistributed within the Plan to offset the School Corporation's contribution obligations for the year of, or after, distribution.
G. For collective bargaining purposes, it is understood between the parties that each increase in the employer's contribution will be treated for cost analysis as if a like amount was added to the salary table.

H. The Plan shall be a Matching Fund Plan which means that Westfield Washington Schools will only make contributions to a teacher's Plan account if the teacher has provided proof to Westfield Washington Schools that they are already contributing one percent (1%) of their base salary or greater amount to an IRS 403(b) account.
I. Westfield Washington Schools will allow teachers to place their respective IRS 403(b) contributions with vendors heretofore doing business with this School Corporation and/or with the vendor of the IRS Section 401(a) Matching Fund Retirement Plan.
J. A teacher will be credited toward matching the Westfield Washington Schools Plan contribution with any IRS Section 403(b) contributions made in the year of the Westfield Washington Schools Plan contribution whether or not the teacher previously participated in an IRS Section 403(b) investment program.

Section 3 VEBA 501(c)(9) Trust Account (Teachers hired prior to the 2015-2016 school year)

A. Effective with the 2007-2008 school year, the Board shall annually contribute, in monthly installments, an amount equal to one point five percent (1.5%) of the given teacher's salary into a VEBA Trust Account (IRS Section 501(c)(9)) for each teacher and effective with the 2009-2010 school year, this contribution shall increase to a total of two percent (2%) per year. Except as provided in Article VII, Section 2.B., the corporation shall not contribute to teachers' VEBA 501(c)(9) Trust accounts after the 2014-2015 school year.
B. The Retirement Benefits Committee established in Section 3 D. shall also serve as the oversight committee for this VEBA Trust Account program.
C. A teacher will be fully vested in this program after five (5) years of employment with Westfield Washington Schools with these years coming before and/or after the effective date of this provision. Any teacher employed during the 2003-2004 school year shall be considered fully vested in this program with the first contribution.
D. If a teacher dies or becomes totally disabled as determined by the Indiana Teachers Retirement Fund, they will be considered to have been fully vested just prior to their death or on the day they are deemed totally disabled.

APPENDIX V
EXTENDED CONTRACT DAYS

This appendix is for informational purposes only.

All bargaining unit members work on a 184 day annual contract except for the following:

Bargaining Unit Member	**Number of Contract Days**
Agriculture (HS)	214 days
Agriculture (MS)	199 days
Assistive Technology	199 days
Digital Learning and Assessment Generalist	194 days
Instructional Coach	194 days

APPENDIX VI
2025-2026 Salary Table

For information purposes only

Years of Experience	BS Degree	MS Degree
0	$46,000.00	$48,100.00
1	$47,242.00	$49,398.70
2	$48,517.53	$50,732.46
3	$49,827.51	$52,102.24
4	$51,172.85	$53,509.00
5	$52,554.52	$54,953.75
6	$53,973.49	$56,437.50
7	$55,430.77	$57,961.31
8	$56,927.40	$59,526.26
9	$58,464.44	$61,133.47
10	$60,042.98	$62,784.08
11	$61,664.14	$64,479.25
12	$63,329.08	$66,220.19
13	$65,038.96	$68,008.13
14	$66,795.01	$69,844.35
15	$68,598.48	$71,730.15
16	$70,450.64	$73,666.86
17	$72,352.81	$75,655.87
18	$74,306.33	$77,698.58
19	$76,312.60	$79,796.44
20	$78,373.04	$81,950.94
21	$80,489.11	$84,163.62
22	[redacted]	$86,436.03
23		$88,769.81
24		$91,166.59
25		$93,628.09
26		$96,156.05
27		$98,752.26

Teacher Handbook

Agreement on Working Conditions

BETWEEN

WESTFIELD WASHINGTON SCHOOLS

and the

WESTFIELD CLASSROOM TEACHERS ASSOCIATION

2026-2027

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Preamble

The WWS Teacher Handbook is an agreement between Westfield Classroom Teachers Association (WCTA) and the Westfield Washington Schools Board of School Trustees (WWS). The intent of this document is to clearly define working conditions and expectations for all WWS Bargaining Unit members.

WCTA and WWS agree that:

- This handbook will become and remain school board policy.
- It will be reviewed for changes and updates by WCTA and the WWS Admin through the Discussion process at least once per year.
- After discussing changes and updates, WCTA and WWS Admin will jointly submit handbook revisions to the board for policy renewal before each new school year begins.

This handbook is current as of its adoption by the board on September 8, 2026

Meet and Confer for School Employee Exclusive Representatives

1. This language applies after June 30, 2023.
2. As used in this chapter, "exclusive representative" has the meaning set forth in I.C. 20-29-2-9.
3. The school corporation shall meet and confer with the exclusive representative in good faith at reasonable times and reasonable places to discuss teacher working conditions and student learning conditions, except to the extent that such issues are subject to collective bargaining pursuant to Indiana law.
    a. Such discussion must include:
        i. Curriculum development and revision, selection of curricular materials, and teaching methods;
        ii. Hiring, evaluation, promotion, demotion, transfer, assignment, and retention of certificated employees
        iii. Student discipline, expulsion and supervision of students;
        iv. Pupil/teacher ratio, and class size;
        v. Safety issues for students and employees in the workplace, except those items required to be kept confidential by state or federal law;
        vi. Hours and days of work;
        vii. The budget including, but not limited to, funding for a plan for a remediation program for any subset of students enrolled in kindergarten through grade 12;
        viii. Any form of non-bargainable compensation including, but not limited to teacher appreciation grants, individual teacher appreciation grant stipends to teachers, additions to base salary based upon teacher appreciation grant stipends, supplemental pay for certain masters degrees pursuant to Indiana Code § 20-28-9-1.5(a), and any other supplemental pay;
        ix. Matters related to teacher evaluation including, but not limited to, a teacher performance model, any pre-evaluation planning session required by law, the superintendent's report to the governing body concerning staff performance evaluations required by law, and the

superintendent's report of aggregate performance evaluation results (prior to presentation to the school board)

x. The use of adjunct teachers as permitted by Indiana law, and any other proposal to hire non-certified staff to perform work previously, or ordinarily, performed by certificated teachers;

xi. Any career pathway and mentorship plan permitted by Indiana law; and

xii. Working conditions and learning conditions.

4. Meet and confer shall mean, at a minimum, that the corporation and exclusive representative:
   a. Discuss;
   b. Provide meaningful input; and
   c. Exchange points of view

To facilitate meaningful input, the school corporation must discuss issues within the scope of paragraph 3 before making any decision.

5. Agreed upon results of such discussions may be memorialized in writing by the parties.
6. The school corporation and exclusive representative will meet and confer at:
   a. The corporate level;
   b. At the building level; and
   c. In any other format agreed upon by the parties.

Leave of Absence (in addition to Master Contract Language)

Notification

A teacher returning from any kind of leave must notify the Human Resources Department by March 15 for the next school year.

Returning from Leave

1. Upon returning from a leave, except from an unpaid additional teaching background leave, study leave, or administrative leave, a teacher shall be assigned the same position, or an equivalent position if the same position is not available. If a teacher has had a special assignment prior to the leave of absence, the same special assignment or a similar one shall be made upon the teacher's return. A new assignment shall be based on a conference between the teacher and the Superintendent concerning the positions available for which he or she is qualified.

2. Number 1, above, notwithstanding, if a teacher extends the duration of his/her leave after the initial leave request has been granted, the teacher shall not be guaranteed placement in the same position or special assignment he/she held at the commencement of the leave.If the teacher requests to shorten the duration of the original leave, the teacher has no guarantee of reinstatement prior to the original approved date of return, unless a position for which the teacher is qualified is available.

3. Upon return from an unpaid additional teaching background leave, study leave, or administrative leave, a teacher shall be assigned to a position for which the teacher is certificated. A teacher returning from leave will relinquish the right to file for a transfer for a period of one (1) year following the assignment following the leave. A new assignment will be made only after a teacher requests and schedules a meeting to discuss the situation with the Superintendent or as of March 15 whichever comes sooner.

Vacancies, Transfers, and Promotions

A. Posting of Vacancies

1. All vacancies in present positions or newly created positions shall be posted by the Superintendent or designee as soon as the vacancy occurs if it is to be filled during the school year. Vacancies for the next school year will be posted as soon as known. These notices shall be posted on the district web site, and shall include the job description, effective date of vacancy, kind of license necessary, and deadline for filing of application.

2. All newly created positions will be Discussed with the Association or Association designee prior to posting.

3. For vacancies that occur during the summer, all employees are encouraged to check the district web site regularly.

B. Requirements Necessary for Application

The applicant must be licensed for the position, or the applicant's credits must be acceptable for certification. In the latter case, a written statement from the Indiana Division of Licensing and Certification that the applicant's credits are acceptable for the qualified license at the time the position is to be filled is required. Any qualified teacher may apply for the positions described in Section A of this Article by letter and all applications shall be given due consideration.

C. Change in Grade or Subject Assignment

Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, should notify their supervisor and also apply for any positions using the internal application process.

D. Assignment of New Teachers

No assignment of new teachers to a specific position in the school system shall be made until action on all pending requests for the transfer to that position has been taken.

E. Seniority

Length of service in the school system should be a major criterion in the reassignment and/or transfer of a teacher.

F. Reduction in Staff

1. Reduction of the number of teachers in a building:

a. When the number of teachers within the school building is reduced, transfer shall be offered first to someone who has volunteered to be transferred. If no teacher volunteers, involuntary transfer shall be made on the basis of years of service in the school building, those lowest in time of service being transferred first. If two (2) or more employees hold the same date of assignment to the building, the seniority rules applicable for reductions in force (Article VIII) shall be used.

2. Grade level reassignments within a building:

a. Before any grade-level reassignment of teachers, the principal will communicate with all building teachers to inquire about their interest in movement to another grade level within the building. The principal will highly consider any teachers who voluntarily request to move grade level positions.

b. Principals may reassign any teacher except under the following conditions:

- The teacher has been reassigned within the previous three (3) years
- The teacher is eligible for retirement under the State's "Rule of 85"

***If there is a situation where grade-level reassignment is necessary based on a reduction of grade-level teachers and all teachers in the grade level meet the conditions above, then transfer shall be made at the discretion of the principal.

2026-2028 Staff Reallocation Plan

With the start of the 2026-27 school year WWS will be redistricting at the K-5 level and then at the 6-8 level for the 2027-28 school year. This will require staffing changes. As assignments are made, teacher input is very important. Teachers will be given a survey to share preferences on placement. The survey will give teachers three preferences to consider and ask that they rank those preferences in order of importance. Those preferences include school, grade level, and teaching partner.

Important things to remember:
• If teachers prioritize grade level, teachers should select positions in which they are appropriately licensed
• If teachers prioritize teaching partner, the person's name who is written down by one teacher must also have written your name down (Teaching Partner = Same Grade Level)

Priority will be placed on the preferences shared by the teacher on the survey. Seniority in the school and district will be taken into consideration, but seniority is not the only factor used in placement. Surveys will be reviewed and taken into consideration along with student numbers/building needs.

Teachers who do not intend to return to WWS for the 2026-27 school year (grades K-5) or the 2027-28 school year (grades 6-8) should notify Human Resources. Those teachers do not need to complete a survey.

Reduction in Force - Recall

A. In the event that teachers are to be released because of a reduction in force, the teachers' area of certification, major and minor fields of study, length of service (as defined in B. and C.), teacher evaluation and the professional judgment of the Administration, and the needs of the Corporation will be considered by the Board in determining which teachers are to be released during a reduction in force.

B. Seniority is defined as the teacher's length of continuous service from his or her date of last employment in Westfield Washington Schools and is not interrupted by approved leaves of absence.

C. When two (2) or more teachers have the same length of service, the teacher who is first approved by the Board of School Trustees at an official meeting is considered senior. If two (2) or more teachers are approved at an official meeting of the Board on the same date, then the teacher with the earliest signed and dated Letter of Intent shall be considered senior.

D. One Corporation-wide seniority list based on service with the Corporation as of June 30, 1980, shall be established. This list shall contain the names and dates of signing initial contracts and all areas of certification and endorsements for all teachers, including teachers on official leaves of absence. The initial seniority list based on service with the Corporation as of June 30, 1980, shall be given to the Superintendent, the President of the School Board, and the President of W.C.T.A. and made available to each teacher who requests a copy thereof.

Teachers shall have a period of forty-five (45) days to file exceptions to their placement on the seniority list with the Superintendent. No exceptions shall be entertained which have not been filed within this time period. This list shall be kept updated and posted annually.

E. Before any reduction in force or recall is initiated, the School Board, Administration, and Negotiating Team will meet to discuss the areas to be reduced and the ramifications of such reduction to insure a balanced curriculum.

Decisions on which teachers will be reduced or recalled shall be consistent with the desire to maintain an effective balanced curriculum.

F. A dismissal that is based on a reduction in force must be due to a demonstrable financial or enrollment problem.

G. A teacher whose current assignment is not available due to a reduction in staff shall be allowed to displace the teacher in another teaching assignment in accordance with the criteria specified in Paragraph A.

H. Teachers who have been laid off will be recalled using the criteria specified in Paragraph A.

I. Seniority shall be broken when a teacher:

1. resigns;

2. is discharged for just cause;

3. fails to report for work within thirty (30) days after receipt of a written notice of recall to work after a lay-off given by the Board by registered or certified mail addressed to the employee at his or her last address appearing on the records of the Board; except that an employee who is employed in another School Corporation at the time of recall shall be allowed to complete his or her contractual obligation before returning. In the unforeseen event that a teacher is unable to return within the thirty (30) day time limit because of illness or physical incapacity, the teacher shall return as soon as he/she is released from his/her doctor's care.

J. A teacher on lay-off shall remain on the recall list until he or she:

1. refuses an offer of employment; or

2. fails to notify the Superintendent by March 1, of each year that he or she wants to remain on the recall list.

K. A teacher dismissed because of a reduction in force shall be partially reimbursed for loss of job by payment for seventy-five percent (75%) of accumulated sick leave. All payments are to be paid in two (2) equal payments (one in September and the other in January). If the teacher has taken another teaching position or another position with comparable pay on or before the date of payment, then no payment will be made.

L. Any teacher who is laid off shall be offered daily substitute positions according to seniority at the rate approved by the Board to pay certified substitute teachers.

Hours

A. School Day

The basic school day of assigned duties for all teachers shall not exceed seven (7) hours and thirty (30) minutes per day between 7:00 a.m. and 4:00 p.m. A teacher may be allowed to deviate from the established building time schedule at the discretion of the principal.

Teachers shall report to work for a maximum of 184 days

Teacher Working Hours:

	Monday, Tuesday, Thursday, Friday	Wednesday (includes additional minutes from item 4 below)
WHS	8:25AM-3:55PM	7:45AM-3:55PM
WMS	8:20AM-3:50PM	7:50AM-3:55PM
Elementary	7:30AM-3:00PM	7:15AM-3:30PM
ELC	7:15AM-3:15PM	7:15AM-3:15PM

It is understood that the length of the basic school day for all teachers may be extended by the Board to include:

1. completing contracted duties for which extra pay is received;

2. parent-teacher conferences (Grades K-5) not to exceed one (1) per year. with the discretion of offering alternative schedules as decided by building level administration.

3. orientation programs for parents at the beginning of each school year (to include but not be limited to open houses, meet the teacher nights, ice

cream socials, etc.) - one (1) per year; At the K-5 level, the contract time on a teacher work day (non- student day) will be adjusted to compensate for the attendance at an additional beginning of the school year orientation program.

4. required meeting or work time outside of regular school contract hours (e.g. late-start-Wednesdays, Team Planning Time, faculty meetings, etc) shall not exceed 3 hours per month with the discretion of shortening and/or canceling meetings when other (written, electronic, etc.) communication will suffice as determined by building administrators.

B. New Teacher Orientation

Teachers who are newly employed in a certificated teaching capacity to the corporation may be required to attend up to three (3) days of new teacher orientation prior to the start of school. For the purpose of this Section, newly employed is defined as those hired within the last twelve months who have yet to attend an orientation program. An orientation program may also be required of a teacher returning from a leave or job separation of at least one (1) year and/or a previously hired employee who has not had the orientation program within the last three years. Compensation shall be paid as a stipend of 40% of the daily rate for a teacher at the BS+0 salary level.

Planning Time

It is acknowledged that quality teacher directed preparation time is important to promote quality educational opportunities for students. This includes one period of preparation time per day at the high school and middle school level, as well as at least a forty minute period of preparation time per day for the elementary. It is the goal of the parties to allow flexibility among our various schools while at the same time having a schedule that allows proper accounting of time and complies with the provisions of this agreement dealing with teaching hours.

Curriculum, Content, and Instruction Learning Environment

Westfield Washington Schools seeks to promote a teaching and learning environment that is engaging and free from clutter and distractions. All classroom environments should be representative of the curriculum, content, and instruction to facilitate learning for all students. The teacher and other instructional staff are keys to creating an inviting environment that makes learning exciting and successful for all students in the classroom.

Researchers have found that students benefit most when classroom walls have some decorations, but the walls are not cluttered. Displays on classroom walls should be designed to enrich the learning in the classroom and be viewed as a tool for enhancing teaching without becoming distracting to the learning process.

Appropriate items for the classroom walls and display are:

- Visual content learning aids and graphic organizers
- Anchor papers of exemplar student work
- Inspiring content role models or content posters
- School-sponsored activities posters and calendars

The administration has the final authority and responsibility to determine appropriate decorations for the classroom learning environments.

Curriculum and Instructional Materials at Building Libraries/Media Centers

The Libraries at each level will work with the administration team, curriculum teams, and classroom teachers to provide instructional materials that are developmentally and age appropriate. The six elementary librarians will team together to review the purchase of all library materials that will be implemented in grades K-54. The library/media center staff in grades 5-12 will coordinate their purchase of materials through their administrative team while working with their grade level and department chairpersons.

The Assistant Superintendent for Curriculum and Instruction will work with all the buildings to coordinate final approval of all curriculum and instruction materials for the school district.

Donations of any books or curriculum material will be reviewed by the building principal and Assistant Superintendent for Curriculum and Instruction. Final acceptance of donations will be acknowledged by the Board of School Trustees.

Some materials in the libraries and media center may be identified as parent approval to be checked out to students based on the developmental and age appropriateness of the student. The six K-4 librarians will work as a team to review and make the final determination of identification and placement of all reading and instructional materials while working with the principals of their buildings.

Grade 5-12 level librarians and media center staff in the school district will work with their building administrative team and to determine the materials that are purchased and the final identification of whether parent approval is needed for the collection in their buildings.

Reporting Threats, Intimidation, Battery, or Harassment of Staff

Purpose

To ensure the immediate, consistent, and legally compliant reporting of any threat, intimidation, battery, injury, or harassment directed toward a WWS employee, in accordance with Indiana law (IC 20-33-9-10), while prioritizing staff safety and appropriate student supports.
IC 20-33-9-10 requires that an individual who has reason to believe that a school employee:
(1) has received a threat; (2) is the victim of intimidation; (3) is the victim of battery; or (4) is the victim of harassment; shall report that information to their principal who must then report that information to the police.

Scope

This procedure applies to:

- All WWS employees (certified and classified)
- All administrators
- All school settings (classroom, school grounds, school events, transportation)

Mandatory Reporting Conditions (Non-Negotiable)

The following incidents must always be reported immediately to the School Resource Officer (SRO) or law enforcement, regardless of:

- Student age
- Disability status
- Suspected or actual intent

Report Immediately if ANY of the following occur:

- A staff member or teacher is injured by a student resulting in:
    - Breaking of skin
    - Bleeding
    - Bruising
    - Broken bones
    - Concussion

    - Or other injuries of similar severity
- Any instance of staff or teacher nudity or exposure caused by a student
- Any instance of a student touching a staff member or teacher inappropriately
- Any action by a student that could be interpreted as sexual in nature by:
    - The staff member
    - The student
    - Or a witness
- Any threat (verbal or written) of death or harm to a staff member or teacher

Definitions

- Threat: Expression of intent to harm a person or property
- Intimidation: Conduct that places another person in fear of harm
- Battery: Physical contact in a rude, insolent, or angry manner
- Harassment: Repeated or severe behavior creating a hostile environment

Procedure

Immediate Staff Action

- Ensure personal safety and the safety of others
- Contact the main office or administration immediately
- Provide a clear, factual account of the incident by submitting the WWS Incident Report Form.

Key Expectations

- All incidents must be reported immediately upon knowledge
- Mandatory reporting conditions are non-negotiable
- Intent does NOT delay reporting
- There is no discretion to withhold a report
- Compliance with IC 20-33-9-10 is required

Good Faith:
You are encouraged to report concerns even if you aren't certain they constitute harassment.

Non-Retaliation:
You will not be punished simply because you made a good-faith report or participated in the process.

Summary
Westfield Washington Schools is committed to maintaining a safe and respectful environment for all staff and students. Any act of threat, intimidation, battery, injury, or harassment toward staff will be reported immediately to law enforcement and addressed through both accountability and appropriate student supports.

Reprimand, Warning, or Discipline

Any reprimand, warning, or discipline of a teacher for any infraction of rules or delinquency in professional performance shall be issued in a professional manner.

1. The Board agrees to enact and maintain a policy concerning electronic communications.

2. Every effort should be made that Reprimands shall not be conducted in the presence of students, other teachers, or parents. Reprimands shall remain confidential.

3. Progressive discipline (oral warning, written reprimand, suspension, and dismissal) shall be followed in a progressive order except in cases of gross violation(s) of policy, rule, regulation, conduct, or law.

    a. When an oral warning is given, the administrator shall prepare a written record stating the date and reason for the oral warning.
    b. The written record of the oral warning shall be dated and initialled by the administrator and the teacher as recognition of receipt only.
    c. The written record of the oral warning shall only be used to document step one in progressive discipline.
        i. Any record of an oral warning shall be purged one year from the date of the infraction.
    d. The written record of the oral warning does not go in the teacher's personnel file unless the progressive discipline moves to written reprimand (for the same infraction).
    e. When a written reprimand is given, the administrator shall reference the oral warning that was previously given. The documentation of the oral warning shall then be included with the written reprimand moving forward through the progressive discipline.

The Progressive Discipline process is as follows:

Step 1 - Verbal Counseling
Verbal counseling creates an opportunity for the immediate supervisor to bring attention to an existing performance conduct, or issue. The supervisor should seek clarification about the concerned behavior and offer support and guidance in improving the issue. Verbal counseling is most effective through a face-to-face conversation.

Recognizing that minor infractions can almost always be resolved at the lowest level before any escalation is necessary, attempts at correction through verbal counseling should take place prior to an oral warning (step 2) for minor infractions whenever possible.

Step 2- Oral Warning
An oral warning may be necessary when a behavior is not first corrected through verbal counseling only or is severe enough that it warrants some documentation. An oral warning creates an opportunity for the immediate supervisor to address a performance or conduct issue with the employee.

Oral warnings should be issued during a scheduled meeting. During this time, the supervisor should discuss with the employee the nature of the problem or the violation of the policy or procedure. The supervisor will clearly describe the expectations and steps the employee must take to improve their performance or resolve the issue and the expected timeline in which the improvement or correction should be made by the teacher.

When an oral warning is given:

- The administrator shall prepare a written record stating the date and reason for the oral warning.
- The written record of the oral warning shall be dated and initialled by the administrator and the teacher as recognition of receipt only.
- The written record of the oral warning shall only be used to document step two in progressive discipline.
- Any record of an oral warning shall remain at the building level and be purged one year from the date of the infraction. The written record of the

oral warning does not go in the teacher's personnel file unless the progressive discipline moves to written reprimand (for the same infraction).

Step 3: Written Reprimand

A written reprimand may be necessary when a behavior is not first corrected through verbal counseling or oral warning. When a written reprimand is given, the administrator shall reference the oral warning that was previously given in step 2 in the documentation. The supervisor will clearly describe the expectations and steps the employee must take to improve their performance or resolve the issue and the expected timeline in which the improvement or correction should be made by the teacher.

When a Written Reprimand is issued:

- The documentation of the oral warning shall then be included with the written reprimand moving forward through the progressive discipline process.
- Also included in the written warning, will be: details related to the incident/infraction; date and time of verbal counseling; date and time of oral warning, description of the incident occurring after the oral warning that escalated the issue to a written warning, and the expected timeline in which the correction or improvement should be made by the teacher.
- A copy of the written reprimand will be placed in the teacher's personnel file.

Step 4: Suspension and Last Clear Chance Notice

Some performance, conduct, or safety incidents are so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace through a suspension. A Last Clear Chance Notice is used with employees to indicate the seriousness of an incident or continued misconduct of the staff member. A Last Clear Chance Notice will be issued by the Superintendent or their designee.

Step 5: Termination

The last and most serious step in the progressive discipline process is a recommendation to terminate employment. Westfield Washington Schools will exercise the progressive nature of the process by first providing awareness of the Issue through Verbal Counseling, issuing a Verbal Warning, a Written

Reprimand, and finally providing a Last Clear Chance Notice to the staff member. All recommendations to terminate an employee must be approved by the Superintendent.

This Section shall apply to all disciplinary documentation currently in personnel files.

Miscellaneous Provisions

A. Association Rights

1. Use of Facilities. The Association shall be allowed to use the plant facilities of the School Corporation upon written request and written approval of the principal, provided such use, as determined by the Board, does not interfere with the schools' educational program.

2. Use of Bulletin Boards. The Association shall be allowed to use school bulletin board space in the faculty lounge or workroom.

3. Use of Intramail. The Association shall be allowed to use school intramail facilities as determined by the Board.

4. Use of Equipment. The Association, as the representative employee's organization, shall also have the exclusive right to use school mailboxes, and any equipment on school premises including, but not limited to, computers, word processors, fax machines, duplicating equipment, calculating machines, all types of audio-visual equipment, voicemail and email. Use of School Corporation copying equipment shall be available to the Association at cost or the Association providing the paper.

B. Threats of Criminal or Civil Action

A teacher shall report to the Superintendent any threats of criminal or civil action against, arising out of, and in the course of his or her employment with the schools. Except in cases where the Board and/or Schools is the adversary party, the Board will select and provide legal counsel to defend a teacher of the schools in any suit arising out of the performance of his or her duties for, or employment with, the Schools, provided the Board by resolution determines that the action was taken in good faith and shall save the teacher harmless from any liability, cost or damage in connection therewith, inclusive, but not limited to the payment of any legal fees, except where the liability, cost or damage is predicated on, or arises out of, the bad faith of the teacher, or is a claim or judgment based on his or her malfeasance in employment.

C. Pay Deductions

WWS will automatically deduct federal, state and local withholding and employment taxes from an employee's paycheck based on their tax and benefits authorizations. In addition, WWS will deduct certain authorized voluntary deductions (e.g., health insurance premiums, property taxes, WWEF contributions, etc.).

WWS will comply with state and federal laws relating to the garnishment of an employee's court with appropriate jurisdiction.

D. Salary Schedule Movement due to Masters Degree Attainment

Teachers attaining a Masters Degree must submit documentation of their degree no later than September 1 in order to advance to the Masters Column of the pay scale for that contract year. For those completing their degree after September 1, advancement to the Masters Column will take place the following contract year.

Teacher Evaluation

Guiding Principles

- Nothing WWS can do for our students matters more than giving them effective teachers. Teachers are the most important school factor in how much children learn

.

- Teachers deserve to be treated like professionals. WWS is committed to creating evaluations that are fair, accurate, and consistent while based on multiple factors that paint a complete picture of each teacher's success in helping students learn.

Legislative Context

- In the spring of 2011, the Indiana legislature passed IC 20-28-11.5, a new law relating to the evaluation of all certified teaching staff.
- The new law introduced these main requirements:
    - Every certified employee must receive an evaluation annually
    - Every evaluation system must include four performance categories: Highly Effective, Effective, Improvement Necessary, and Ineffective
    - Every evaluation system must incorporate objective measures of student growth and achievement as a significant portion of a teacher's evaluation.
    - Rigorous measures of effectiveness, including observations and other performance indicators
    - An explanation of the evaluator's recommendations for improvement and the time in which improvement is expected
    - A provision that a teacher who negatively affects student achievement and growth cannot receive a rating of highly effective or effective

Performance Level Ratings

Each teacher will receive a rating at the end of the school year in one of four performance levels:

- Highly Effective: This is a teacher who has demonstrated excellence, as determined by a trained evaluator, in locally selected competencies, which are believed to be highly correlated with positive student learning outcomes.

- Effective: This is a teacher who has consistently met expectations, as determined by a trained evaluator, in locally selected competencies, which are believed to be highly correlated with positive student learning outcomes.

- Improvement Necessary: This is a teacher who a trained evaluator has determined to require improvement in locally selected competencies, which are believed to be highly correlated with positive student learning outcomes.
- Ineffective: This is a teacher who has failed to meet expectations, as determined by a trained evaluator, in locally selected competencies, which are believed to be highly correlated with positive student learning outcomes.

Overview of Components

Every teacher is unique, and the classroom is a complex place. This evaluation relies on multiple sources of information to paint a fair, accurate, and comprehensive picture of a teacher's performance. Teachers will be evaluated on two major components:

1. Professional Practice: Assessment of instructional knowledge and skills that influence student learning, as measured by competencies set forth in the WWS Teacher Effectiveness Rubric. All teachers will be evaluated in the domains of Purposeful Designing, Effective Instruction, and Teacher Leadership.
2. Student Learning: Teachers' contribution to student academic progress, assessed through multiple measures of student academic achievement and growth.

***Length of Service: Every teacher must work 120 days or more to receive a summative evaluation rating as outlined in the WWS Teacher Evaluation and Development Plan. If a teacher works fewer than 120 days throughout the school year, the teacher will be observed and evaluated as time permits, but will not receive a summative evaluation rating.

Timeline

August – October 1

- Teacher and evaluator meet for the Beginning-of-Year Conference.
- Teachers on Performance Review Evaluation develop goal(s) and the goal(s) are approved by the evaluator.

August – December

- The evaluator makes classroom observations and provides feedback.

November – January

- Teacher and evaluator meet for the Mid-Year Conference at teacher's request or evaluator's discretion (as needed).

By January 31

- Teachers on Performance Review Evaluation complete goal(s) review and goal(s) review is approved by the evaluator.

January – May 1

- The evaluator continues to make classroom observations and provide feedback.

By May 1 (Teachers on the Teacher Effectiveness Rubric)

- Evaluator completes observations and scores Teacher Effectiveness Rubric.
- Teacher and evaluator meet for the End-of-Year Conference.
- Teacher and evaluator sign Summative Evaluation form. Original signed copy placed in the teacher's personnel file. The teacher receives a copy of the signed form.

By May 25 (Teachers on Performance Review Evaluation)

- Teachers on Performance Review Evaluation complete final goal(s) review/summative and goal(s) review/summative is approved by the evaluator.
- Evaluator completes Summative Evaluation.
- Teacher and evaluator sign Summative Evaluation form. Original signed copy placed in the teacher's personnel file. The teacher receives a copy of the signed form.

Additional Notes

- Evaluation(s) would include assessments of observations of the teacher in classroom settings or related classroom activities or other academic assignments. These assessments shall be put in writing near the time of the observation, will have been discussed with the teacher, and a copy furnished to the teacher. The teacher may include written comments of agreement and/or disagreement on the form.
- Evaluations may be completed by the Director of Guidance at the high school, Dean of Students, principal, and assistant principal. In the absence of a full-time assistant principal, the person occupying the counselor position may assist in evaluations. This will be limited to no more than twenty-five percent (25%) of observations at a building level. The evaluator must have held and worked under a teacher's license (certification).
- All teachers will be evaluated annually using either the WWS Teacher Effectiveness Rubric or the Performance Review Process.
- A teacher who qualifies for use of the Performance Review Process, but instead requests the use of the WWS Teacher Effectiveness Rubric by choice shall not lose his/her job except for just cause as applied to the statutory reasons for the cancellation of a permanent contract teacher with the question of just cause being addressed per the parties' negotiated grievance procedures and/or a court of competent jurisdiction, as determined by WCTA.
- All evaluated employees will receive completed evaluation and documented feedback within seven business days from the completion of the evaluation.
- Negative impact on student learning shall be defined as follows:
    - For classes measured by statewide assessments with growth model data, the IDOE shall determine negative impact on growth and achievement.
    - For classes that are not measured by statewide assessments, negative impact on student growth shall be defined where data shows a significant number of students across a teacher's classes fails to demonstrate student learning or mastery of standards established by the state. Data will include, but not be limited to, grades, classroom assessments, ECAs, student performance, etc. This negative impact on student growth shall be determined by the evaluator.
    - A teacher who negatively affects student achievement and growth cannot receive a rating of highly effective or effective.
- Teachers assigned to more than one (1) school shall be evaluated by the assigned home principal, with input from the other principal(s).

- All materials placed in the teacher's permanent file and originating within the School Corporation shall be made available to the teacher by the Superintendent at a time mutually agreed to by the teacher and the Superintendent or the Superintendent's designee. All references and information obtained in the process of evaluating a teacher for employment, on the basis of confidentiality, shall not be subject to the inspection. The teacher's response, if any, shall be included with any materials placed in the permanent file.
- The responsibilities of the evaluator include: Giving positive assistance to those teachers having professional difficulty. When the evaluator identifies a teacher with deficiencies in performance, the evaluator will have a conference with the individual teacher at which time the evaluator will advise the teacher of the deficiencies and desired improvement and provide a reasonable time limit for showing such improvement. Following this, if the principal determines that the teacher's performance does not merit renewal of the teacher's contract, the principal shall discuss the evaluations with the Superintendent who shall recommend appropriate Board consideration.
- The evaluation process shall be documented and distributed to all teachers prior to their being evaluated.
- The evaluation process will be in writing, posted on the district website, and explained annually to the Westfield Washington Schools Board of School Trustees at a public meeting before the evaluations are conducted.
- The Superintendent, or his/her designee, will discuss the evaluation plan with the teachers or the teachers' representative, if there is one, prior to explaining the evaluation plan to the governing body.
- All evaluators will receive training and support in evaluation skills on an annual basis either with initial training or refresher training on objectivity, process, forms, and technology.
- A teacher who has received their first or second improvement necessary rating will be placed on an improvement plan.
- The parties will establish a committee consisting of three (3) Administrators and three (3) members appointed by the Association for the purpose of periodically reviewing the evaluation system.

Steps for WWS Teacher Effectiveness Rubric
(For teachers in years 0-2 at WWS, by choice by veteran teachers in years 3 and above at WWS, or by principal determination)

Step 1: Beginning-of-Year Conference
All certified employees will be evaluated annually. The teacher meets with the primary evaluator near the beginning of the school year prior to October 1. The purpose of the meeting is to

- review the evaluation process and
- highlight priority competencies and indicators from the Teacher Effectiveness Rubric

*Teachers on an improvement plan will write a professional growth plan (Form 2) with the evaluator near the beginning of the school year.

Step 2: Classroom Observations
During the school year, an evaluator will collect evidence through a series of observations and conferences.
The following table indicates minimum requirements for observations:

Teacher in years 0-2 at WWS, by choice by veteran teachers in years 3 and above at WWS, or by principal determination. Any teacher determined by the building principal to be evaluated by the rubric.						
Observation Type	**Length (minutes)**	**Frequency**	**Pre-Conference**	**Post-Conference**	**Written Feedback**	**Announced**
Extended	40 minutes (minimum)	2 times per school year	Optional	Yes	Yes	Evaluator's Discretion
Short	10-15 minutes	2 times per school year	No	No	Yes	No

**Veteran teachers (years 3 and above at WWS) may choose the Teacher Effectiveness Rubric option for evaluation instead of the Performance Review Evaluation
**A principal may make the determination to place any teacher on the Teacher Effectiveness Rubric
** All evaluated employees receive completed evaluation and documented feedback within seven business days from the completion of the evaluation
**If a teacher is on an improvement plan, that plan will determine the number of observations and feedback.

Step 3: Mid-Year Conference (Optional)
This conference is to be held in November, December, January, or February where the primary evaluator and teacher meet to discuss performance thus far.
This conference will be mandatory if a teacher is in jeopardy of being rated as ineffective or improvement necessary based on prior observations, or has been rated ineffective or needs improvement on an evaluation within the past 5 years.

Step 4: Teacher Effectiveness Rubric: Scoring

1. The evaluator compiles ratings and notes from observations, conferences, and other sources of information. At the end of the school year, the primary evaluator should have collected a body of information representing teacher practice from throughout the year. In addition to notes from observations and conferences, teachers shall provide evidence of Purposeful Designing and Teacher Leadership. See WWS Teacher Effectiveness Rubric Domains 1 and 3.
2. The evaluator uses professional judgment to establish the rating in each competency. In the summative conference, the evaluator should discuss the rating with the teacher, using the information collected to support the final decision.
3. If a teacher is rated Effective in enough competencies in the Domain then they may move to the Highly Effective rating category in that Domain.

Step 5: Summative Teacher Evaluation Scoring
The final WWS Teacher Effectiveness Rubric score is then combined with the score from the teacher's school letter grade in order to calculate a final rating.

Domain	**Points**	**Weight**	**Total Points**
Domain 1: Purposeful Designing		x1	
Domain 2: Effective Instruction		x3.9	
Domain 3: Teacher Leadership		x1	
Final Score for Domains 1-3			

Highly Effective	94 points or higher
Effective	84-93.99 points
Improvement Necessary	54 to 83.99 points
Ineffective	53.00 or below points

District Letter Grade	
A	100 points
B	94 points
C	84 points
D	54 points
F	0 points

	Points	**Weight**	**Total Points**
Teacher Effective Rubric Score		x0.95	
District Letter Grade Score		x0.05	
Final Score			

Highly Effective	94 or higher
Effective	84-93.99
Improvement Necessary	54-83.99
Ineffective	53.99 or below

Review of Components – Each teacher's summative evaluation score will be based on the following components and measures:

1. Professional Practice – Assessment of instructional knowledge and skills
   Measure: Teacher Effectiveness Rubric
2. Student Learning – Contribution to student academic progress
   Measure: DOE District Letter Grade

Step 6: End-of-year summative evaluation conference
The primary evaluator meets with the teacher in a summative conference to discuss all the information collected in addition to the final rating.

Steps for WWS Performance Review Evaluation (For veteran teachers in years 3 and above at WWS)
Administrators evaluating veteran teachers (Beginning with 3rd year at WWS) may, with the concurrence of the teacher being evaluated, elect to use the Performance Review Evaluation in lieu of the WWS Teacher Effectiveness Rubric. If the two parties do not agree to use the Performance Review Evaluation described herein, the WWS Teacher Effectiveness Rubric will be used.

1. The principal will determine whether the teacher will be evaluated using the Performance Review Evaluation or the WWS Teacher Effectiveness Rubric and the principal will then notify the teacher of the determination prior to October 1.
2. When a teacher is evaluated using the Performance Review Evaluation, the teacher shall not lose his/her job except for just cause as applied to the statutory reasons for the cancellation of a permanent contract teacher with the question of just cause being addressed per the parties' negotiated grievance procedures and/or a court of competent jurisdiction, as determined by WCTA.
3. The Performance Review Evaluation shall be as follows:
    a. The teacher and principal or designated evaluator will mutually agree to the teacher's performance goal(s), and if mutual agreement is not reached, the teacher will be evaluated under the WWS Teacher Effectiveness Rubric.
    b. The building principal or designated evaluator may elect to conference with the teacher whenever the principal or designated evaluator so desire in regard to the teacher's performance goal(s) and performance.
    c. At least one observation of at least 20 minutes will take place prior to one of the principal/designee and teacher goal review conferences.
    d. When a teacher's Performance Review Process Evaluation information is changed/updated, the evaluator shall see that a copy of the form is given to the teacher with the newer version replacing the personnel file copy of the form.
    e. Scoring for the Performance Review Evaluation:

Evaluation Score: 90 points

District Letter Grade Score (5 points possible):
A: 5 points
B: 4 points
C: 3 points
D: 2 points
F: 1 point

Leadership Score (5 points or 0 points):
(Teacher must complete 4 activities off the leadership list to receive 5 pts.)

Total Score:
Rating:
Score of 90-95: Effective
Score of 96-100: Highly Effective

Professional Growth Plan (also known as Improvement Plan)

A Professional Growth Plan (Improvement Plan) will be implemented at the start of a school year for any teacher who received a rating of ineffective or improvement necessary at the completion of the previous school year. Additionally, a Professional Growth Plan may be implemented at any time during the course of a school year if the evaluator detects issues that may result in a teacher's final evaluation rating of ineffective or improvement necessary.

The Professional Growth Plan is not a disciplinary tool. It is a tool to help a teacher improve in the areas of Professional Practice and Student Learning. The goal of a Professional Growth Plan is to guide the teacher towards success through:

- Clear and obtainable expectations for growth and improvement
- Regular, focused observations
- Meaningful feedback of observed performance

Guidelines for Professional Growth Plans:

- Form 2 (found in the WWS Teacher Evaluation & Development Plan document) shall be used for the design and completion of all Professional Growth Plans.
- Will be no less than 30 days and no more than 90 days in length.
- The creation of goals will be a collaborative process between the teacher and the evaluator. This helps foster ownership and accountability.
- Professional Growth Plans should focus on at least one, but no more than three goals.
- The evaluator will observe (formally or informally) the teacher at least once every two weeks during the course of the plan. Any major concerns observed during an observation will be communicated to the teacher immediately following the observation (or within a reasonable timeframe).
- The teacher and evaluator will meet regularly throughout the course of the plan, no less frequently than every two weeks. During the meeting, observations will be discussed and feedback given to the teacher on what they did well and what they can do to improve.
- Feedback from evaluators should always include: clear expectations, specific steps that the teacher should take to improve, and an expected timeline in which the teacher should display or submit evidence of improvement.
- At the end of each meeting throughout the plan, the teacher will have a clear understanding of whether they met expectations and, if not, what they need to do in order to meet expectations going forward.

- At the end of a Professional Growth Plan, the evaluator will clearly communicate whether the teacher is on track for success or must be placed on an additional plan to further improve.
- If after two Professional Growth Plans are completed in any one school year and a third plan is proposed by the evaluator, the teacher will first meet in-person with the Assistant Superintendent of Human Resources or the Superintendent before a third plan is begun.

Additional points:

- When a teacher is placed on a Professional Growth Plan, it should be considered confidential. The teacher's performance or the fact that they are on a plan will not be discussed with other teachers or staff.
- Collaboration with other teachers (e.g. Instructional Coaches, teammates, etc.) may be included as suggestions or requirements for Professional Growth Plan goals. When this is the case, only the teacher being placed on the plan will discuss or make the arrangements with their colleagues so that only necessary information is shared at their own discretion.
- Teacher performance and growth should never be based on hearsay or opinions of others.
- A WCTA representative may accompany the teacher to any meetings related to their plan or evaluation at the teacher's request so long as they have an active association membership.
- During the course of a Professional Growth Plan, any observed performance by the evaluator or documentation/artifacts submitted by the teacher that also applies to or fulfills the requirements for the Teacher Effectiveness Rubric will count towards both.

***This evaluation process will be reviewed by teacher and administrative representatives at the conclusion of the school year and periodically thereafter. All evaluation procedures will be discussed and modifications may occur if deemed necessary to improve the process