AGREEMENT

Between

The Board of Education

Of the

Metropolitan School District of Warren Township

And the

Warren Education Association

July 1, 2017 – June 30, 2018
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ARTICLE I

RECOGNITION

A. For the purpose of collective bargaining and discussions pursuant to The Certificated Employee Bargaining Act, the Board of Education of the Metropolitan School District of Warren Township hereby recognizes the Warren Education Association, an association affiliated with the Indiana State Teachers' Association and the National Education Association, as the exclusive representative for all certificated teachers employed in the school corporation under a regular teacher's contract or a temporary teacher's contract except the following administrators:

   Superintendent, Associate Superintendents, Assistant Superintendents, Directors and Assistant Directors with district-wide responsibilities, Supervisors, Principals, Associate Principals, Assistant Principals and Assistants to the Principal, Athletic Directors and Assistant Athletic Directors, Administrative Assistants and Coordinators, Administrative Interns, Deans, and Department Chairpersons at Warren Central High School and Walker Career Center.

B. Definitions:

1. The term "teacher" when used in this Agreement shall refer to all certificated personnel employed by the Board of Education as identified in Article I(A).

2. The terms "Board" or "School Corporation" when used in this Agreement shall refer to the Board of Education of the Metropolitan School District of Warren Township and any person(s) authorized to act on its behalf.

3. The term "Association" when used in this Agreement shall refer to the Warren Education Association and any person(s) authorized to act on its behalf.

4. The term "parties" when used in this Agreement shall refer to the Board (and/or its agents) and the Association (and/or its agents).

5. The term "day" when used in this Agreement shall be considered to mean the following:

   a. During the school year: Any regularly scheduled teacher work day;

   b. During the summer months: Monday through Friday (excluding national holidays).
ARTICLE II
INSURANCE BENEFITS

The Board shall provide each teacher the opportunity to enroll in the following insurance plans: health insurance, dental insurance, vision insurance, long-term disability insurance, basic life insurance, supplemental life insurance, family life insurance, section 125 cafeteria plan (i.e. flexible spending accounts for health/dental insurance premiums, and for uninsured medical expenses and dependent care expenses). Spouses who are eligible under another employee welfare benefit plan or group insurance plan are not entitled to participate in the benefit plans offered by the School Corporation.

A. School Corporation’s Contributions to Premiums for teachers

1. Health Insurance – Option A (HDHP – High Deductible)
   a. The Board will pay Five Thousand Nine Hundred Twenty-Five Dollars and Fifty-Six Cents ($5,925.56) per school year toward the annual premium for single employee coverage.
   b. The Board will pay Nine Thousand One Hundred Thirty-Five Dollars ($9,135.00) toward the annual premium for Employee/Children coverage.
   c. The Board will pay Ten Thousand Five Hundred Dollars ($10,500.00) toward the annual premium for Employee/Spouse coverage.
   d. The Board will pay Fourteen Thousand One Hundred Seventy-Five Dollars ($14,175.00) toward the annual premium for the Family Coverage.
   e. For the remainder of the 2017 calendar year, the Board will make one quarterly monetary contribution for each teacher enrolled in Option A who selects single coverage. The Board will contribute the amount of ($75.00) into a Health Savings Account for each insured teacher under this option.
   f. Effective January 1, 2018 and during 2018, the Health Savings Account contribution will be Three Hundred Dollar ($300.00) for those teachers enrolled in Option A who select single coverage.

2. Health Insurance – Option B (Low Deductible)
   a. The Board will pay Eight Thousand Fourteen Dollars and Forty-Three Cents ($8,014.43) per school year toward the annual premium for single
employee coverage.

b. The Board will pay Ten Thousand One Hundred Sixty-Five Dollars and Eight Cents ($10,165.08) toward the annual premium for Employee/Children coverage.

c. The Board will pay Eleven Thousand Eight Hundred Fifty-Nine Dollars and Thirty-Six Cents ($11,859.36) toward the annual premium for Employee/Spouse coverage.

d. The Board will pay Fifteen Thousand Eight Hundred Twelve Dollars and Forty Cents ($15,812.40) toward the annual premium for Family Coverage.

B. Enrollment Period

Newly hired teachers may choose Option A or B within 30 days of employment. Other teachers may apply during any open enrollment period.

C. Dental Insurance

1. Participating teachers will pay $1.00 per payroll period per school year toward the annual premium for single employee coverage.

2. The Board will pay $750.00 toward the annual premium for family coverage. Participating teachers will pay the remainder of the premium.

D. Vision Insurance

1. The Board shall contribute 100% minus one dollar per payroll period toward the annual premium for each teacher who selects single employee coverage in the vision insurance plan.

2. The Board shall contribute per school year the amount contributed toward the single coverage plus Eighty-Three Dollars ($83.00) for each teacher who selects family coverage in the vision insurance plan.

E. Long-Term Disability Insurance

1. The Board shall contribute 100% of the premium minus one dollar per school year toward the annual premium for each teacher who applies and is approved for long-term disability insurance. Teachers should review the provisions of long-term disability coverage and be aware of waiting and elimination periods.
F. Life Insurance

1. The Board shall pay 100% of the premium minus one dollar per school year toward the annual premium for each teacher who applies and is approved for the basic $75,000 term life insurance.

2. Supplemental term life insurance shall be offered in $10,000 increments up to $200,000. The teacher must apply, be approved by that carrier, pay 100% of the premium for the supplemental term life insurance.

3. Dependent term life insurance shall be offered in the amount of $25,000 for a teacher’s spouse and in the amount of $5,000 for each teacher’s dependent child. The teacher shall pay 100% of the premium for the term life insurance for eligible dependents.

4. Eligible retirees may apply for group term life insurance offering a death benefit of $25,000 until reaching age of sixty-five (65). A retiree is eligible to apply when the retiree qualifies for retirement benefits under the provisions of the Indiana State Teachers’ Retirement Fund.

G. Section 125 Cafeteria Plan

1. Each teacher’s premium deductions for fringe benefits under this plan will be deducted on a pre-tax basis and pursuant to IRS guidelines. Each teacher must complete the necessary forms and provide documentation establishing eligibility to participate in this plan.

2. For teachers who elect to participate in the flexible spending account plan for uninsured medical expenses and/or dependent care expenses, amount(s) designated by the teacher will be deducted from paychecks on a pre-tax basis. Teachers choosing to participate in these plans shall be responsible for administrative charges associated with his/her account.

H. Enrollment in Insurance plans

1. Participation in any benefit plan is an individual choice. Teachers may voluntarily enroll in any of these plans provided that they enroll timely and meet the eligible requirements outlined in the plan documents.
2. For health and dental insurance coverages, teachers will be allowed to change their enrollment status and/or covered dependents (a) as a result of a Qualifying Event and (b) in accordance with the provisions of the plan documents.

3. "Qualifying Event" can be a change in marital status (marriage, death, or divorce), loss of insurance due to an involuntary change in the employment status of the spouse, a change in dependents, or any other event allowed under IRS guidelines.

4. For health and dental insurance, in cases where both a husband and wife are teachers entitled to participate in these plans, such teachers may elect to (a) enroll in two separate single coverage, or (b) enroll in one family coverage, and receive the Board contributions which would have been paid for two single coverages toward the premium for family coverage.

5. The insurance carriers and/or funding arrangements for all plans shall be determined by the Board.

6. Unless required to comply with applicable laws or mandated by the insurance carrier to maintain coverage, there shall be no changes in benefits offered under the current plans or eligibility criteria without the written approval of the Association President.

I. Benefits Committee

The parties agree to study through this committee ways to improve benefit plan design, provider utilization, and cost containment. The working group shall consist of teacher representatives appointed by the Association President and administration representatives appointed by the Superintendent. By majority vote, this committee may make recommendations to the Board and the Association for changes in the current benefit plans.

ARTICLE III

LEAVES

A. PAID LEAVES

1. Sick Leave
   a. Each teacher shall receive twelve (12) sick leave days at the start of each school year. The allocation of sick leave days will be prorated for teachers working less than full time. A day of absence will be treated as a paid day if the teacher has a sick leave day to substitute for the day of absence, and if the day of absence is in accordance with the following rules.
b. Teachers who transfer into the School Corporation for the first time from another Indiana public school corporation shall be entitled to request a transfer all accumulated sick leave to their account with the School Corporation. This accumulated sick leave shall be added beginning with the second year of employment in this school corporation at the rate of five (5) days per year, which is in addition to the twelve days offered in paragraph 1.a.

c. Sick leave may be used for the following cases:

i. When the teacher is too ill to come to work, when the teacher is directed by a physician to remain at home (including a disability covered by a pregnancy), or when the teacher is hospitalized;

ii. When it is necessary for the teacher to have a personal doctor or dental appointment which cannot be scheduled outside regular school hours; (teachers are encouraged to use minimal leave whenever possible for this purpose);

iii. (a) to care for the teacher’s father, mother or child; or for any other member of the teacher’s immediate family who is ill and while considered a dependent under IRS rules;

(b) to care for the teacher’s father, mother or child; or for any other member of the teacher’s immediate family who is ill and while considered a dependent of the teacher under IRS rules up to a maximum of seventy-five (75) accumulated days, if available.; or

iv. When it is necessary for the teacher to accompany the teacher’s father, mother or child to medical/dental appointments.

d. Sick leave may be used to supplement benefits from worker’s compensation for on-the-job injuries. (See Appendix E)

e. The accumulation of unused sick leave days is not limited.

f. Up to 1 absence may be charged to sick leave while teaching during summer school sessions.
g. Sick leave may not be used for summer recreation, school’s non-
remediation intersessions or continuing education.

h. Half-day blocks: sick leave may be used in half-day blocks of
time.

i. The Board and the Association expect teachers to use sick leave
for valid purposes and in accordance with the sick pay plan
guidelines.

j. If a teacher uses sick leave for purposes other than those listed
above, the teacher’s absence will be counted as an unexcused,
unpaid absence.

2. **Personal Business Leave**

   a. Each teacher shall be allocated three (3) days of personal business
leave at the start of each school year. The allocation of personal
business leave days will be prorated for teachers working less than
full time. An absence taken for personal business will be treated as
paid time so long as the teacher has a personal leave time to
substitute for the absence, and so long as the absence is during an
approved leave of absence.

   b. The Board and the Association discourage teachers from being
absent for personal business during the first week of the school
year or immediately before/after a school recess.

   c. Personal business leave may be used for one absence when a
teacher is absent from adult evening school (credit classes only) at
Walker Career Center.

   d. Half-day blocks: personal business leave may be used in half-day
blocks of time.

   e. Unused personal business leave shall be added to the teacher’s
sick leave account at the end of the contract year.

3. **Personal Leave**

   Teachers may use up to one hour of time, no more than three times each school
year, to deal with personal matters if necessary. It is understood that this time is not
cumulative or transferable from year to year and the building principal or appropriate
administrator must be notified in a timely manner of the intent to use this time. The use of this time shall be tracked at the building level and shall not be part of the official leave records of the teacher.

4. **Jury Duty and Witness Leave**
   a. Teachers will be excused from work for jury duty or when subpoenaed to appear as a witness in a legal proceeding.
   
   b. In such cases, a teacher will be paid his/her regular salary while on jury duty or witness leave. It is the teacher’s responsibility to secure from the court verification of the jury duty and assignment of the amount of payment the teacher has received for such service to the School Corporation. In order to comply with the State Board of Accounts standards, any amount reimbursement will be deducted from the teacher’s next paycheck.
   
   c. The Board may complete the necessary forms to request that the court relieve a teacher from such jury duty if the Board feels that the teacher's absence is detrimental to the school program and such excuse will be considered by the judge.

5. **Bereavement Leave**
   a. A teacher shall be granted bereavement leave of up to five (5) school days due to the death of a member of the teacher’s immediate family for purposes of attending the funeral and/or making arrangements for the funeral. The period of Bereavement leave can begin on a date determined by the teacher within the period commencing with the day of death and ending fourteen (14) calendar days following the death. However, by providing notice within the same period the teacher may reserve one (1) day to be used for the legitimate purpose of bereavement leave within ninety (90) calendar days following the day of the death.
   
   b. Immediate family shall include:

   - parent
   - foster parent
   - step-parent
   - parent-in-law
   - grandparent
   - grandparent-in-law
   - step-grandparent
   - spouse
   - sibling
   - foster sibling
   - step-sibling
   - child
   - foster child
   - step-child
   - son-or daughter-in-law
   - grandchild
significant other living in the step-grandchild same household of the teacher brother or sister in law

and any other person for whom the teacher can claim as a dependent on his/her tax return or related by marriage has been given custody in a legal proceeding.

c. The teacher is entitled to one (1) day of bereavement leave to attend the funeral of an uncle, aunt, niece, nephew, or first cousin or related by marriage.

d. Teachers asked to serve as pallbearers or in another official capacity at a funeral (without compensation) shall be excused for this duty. This excused absence will not be charged against illness leave or personal business leave.

6. **Professional Leave**

Professional Leave days with pay may be granted by the Board according to the following schedule and guidelines:

a. A teacher may request professional leave to attend and/or to participate in educational conferences or workshops; meetings of local, state or national organizations or colleges, universities or other governmental agencies concerned with public education; school visitations; or any staff development activities which are in accordance with the district, school, department and/or individual annual staff development plan.

b. Requests for professional leave must be submitted on the appropriate form prior to the leave and prior to incurring any obligation to attend.

c. The Board shall reimburse the teacher for approved expenses incurred for registration fees, lodging and travel upon presentation of paid receipts, up to the amount approved by the principal and/or supervising administrator when the professional leave was granted.

d. Transportation costs shall be reimbursed at the mileage rate allowed by the Internal Revenue Service.

7. **Association Leave Days**

The Association shall be granted twenty (20) days per school year for the purpose of conducting Association business. The President of the Association shall
notify the Superintendent at least one (1) school day prior to the time of said leave. Such leave shall be without loss of pay, leave or other benefits available to the President of the Association and/or his/her designee(s). These days are not accumulative and may be used in one-hour blocks.

8. Leave for On-The-Job Injury, Illness or Accident

a. As promptly as the nature of the injury, illness or accident permits (but in no event in excess of 24 hours), the teacher or the teacher's representative shall report to the principal or other supervising administrator all cases of injury, illness or accident suffered in connection with employment.

b. In the event a teacher is required to be absent due to an injury, illness or accident which is determined to be compensable under Worker's Compensation laws while a teacher is properly discharging his/her duties, the teacher shall receive:

1. The difference between the daily rate paid through Worker's Compensation and the teacher's daily salary for a period of up to ninety (90) school days during the absence.
2. The cost incurred, but not compensated by insurance for replacing or repairing any damage, loss or destruction of a teacher's eye glasses, contacts, hearing aids, braces or dental work; or the cost not compensated by insurance for treatment of injury to the teacher's teeth;
3. The cost incurred but not compensated by insurance for replacing or repairing any damage, loss or destruction of personal property (including clothing) in excess of $50.00.

c. Absence for a period of up to ninety (90) school days due to injury, illness or accident as described in this section shall not be charged against a teacher's illness leave.

d. The teacher shall cooperate with the Board and/or its insurance carrier if it is determined that interviews or independent medical or psychological examinations are necessary to verify the losses, damages, or medical condition of a teacher at any time. Such exams will be conducted at the board's expense.

e. The teacher must comply with the reporting requirements outlined in the workers compensation statute and provisions of paragraph 7 (a) prior to receiving the benefits enumerated in paragraph 7 (b). The personnel office shall supply and aid the teacher in filing all
necessary forms to report on-the-job injuries, illness or accident to apply for Worker's Compensation benefits.

9. Maternity Leave

a. A teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she can fulfill the requirements of her position and as permitted by her doctor. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sick leave and by the following:

1. Any teacher who is pregnant can request and shall be granted an unpaid leave of absence any time between the commencement of the pregnancy and one (1) year following the birth of the child if she notifies the Superintendent at least thirty (30) days before the date on which she wishes to start her leave.

2. In requesting a leave, the teacher shall notify the Superintendent of the anticipated start of this leave, expected length of this leave, and the anticipated date of return to teaching, including with this notice a physician's statement certifying her pregnancy. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave upon her request and the certification of emergency from attending physician.

b. All or part of a leave taken by the teacher because of disability due to pregnancy may be charged, at her discretion, to her available accumulated sick leave days; however, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining pregnancy leave without pay.

Note: For purposes of implementation, it shall be presumed that a "disability due to pregnancy" shall not extend beyond forty-two (42) calendar days following the birth of the child unless a doctor certifies that the teacher's continuing disability is the result of a complication of the pregnancy. Thus, accumulated sick leave days may not be used during the pregnancy leave longer than forty-two (42) calendar days following the birth of a child without a physician certification of disability.
Credit toward step increases on the salary schedule and
experience credit toward retirement from the School
Corporation’s retirement plan(s) shall require one hundred twenty
(120) or more paid days per year or the combination of any two
(2) sixty (60) day semesters.

Subject to the requirements set out in paragraphs above for
maternity leave, the teacher may resume teaching duties at such
time as, in the opinion of the teacher and the teacher's physician,
the teacher is able to resume teaching. The Board may require
certification from the physician of her ability to return to work.

The teacher shall notify the Superintendent of her intent to return
from pregnancy leave at least two weeks prior to returning to the
classroom, and at that time shall make arrangements for payroll
deductions for any benefit plans. Upon return from pregnancy
leave, any salary which is due to the teacher for the remainder of
the school year shall be divided evenly among the remaining pay
periods, beginning after two full weeks of teaching.

Upon a teacher’s return to work, the Board shall assign the
teacher to the same position held by such teacher when the leave
commenced, except where the teaching assignment has been
abolished. In such event, the teacher shall be assigned to a
position in the following order of preference: to any available
position for which the teacher is qualified or to a position as a
full-time substitute at regular contract salary. Such alternate
assignment shall extend solely to the end of the current semester
if the disability began within such semester.

In any case, the teacher if otherwise entitled to a contract at the
commencement of the next school year, shall be assigned in
accordance with the policies and applicable law governing
reassignment as though the teacher had taken no leave, subject
however to dismissal for reduction in staff in accordance with the
procedures under applicable law.

10. Adoptive Leave

When a child is adopted by a teacher, that teacher shall be granted, upon written
notification, up to twenty-five (25) consecutive days from the available sick leave.
Whenever possible, this notification shall be given prior to the leave. Such leave
must begin within fourteen (14) calendar days after physical custody of the child.

B. Other and according to applicable laws. School Corporation EXTENDED
INSURANCE COVERAGES
1. A teacher on leave of absence granted by the Board shall be afforded the opportunity to apply to continue his/her participation in any benefit plan to which he/she was eligible as a full-time teacher under the plan documents and assuming the plan allows continuation options.

2. The Board will comply with the Family and Medical Leave Act (FMLA) of 1993, which allows for up to 12 weeks of leave. While on paid leave and when allowed under that plan, the Board will continue its prior contributions to the teacher's benefit plan(s) and all contributions will be prorated to the length of the remaining portion of the teacher’s contract.

3. If the teacher cancels participation in any plan during a leave of absence, the teacher may be not be allowed to automatically reapply, may be required to undergo evidence of insurability, and/or the coverage may have restrictions which must be met before participation can resume.

C. FAMILY and MEDICAL LEAVES

Regulations regarding FMLA are contained in the policies of the School Board, as amended from time to time.

ARTICLE IV
ADMINISTRATION OF THE SALARY SCHEDULE

A. Performance Based Compensation


The new teacher starting salary schedule is included as Appendix A below. One year for each year of service in a school corporation will be granted for an Indiana School corporation on the starting salary grid. Administration will consult with the WEA on specialized or difficult to fill teaching positions that may require a unique salary placement for certain new hires on the New Teacher Starting Schedule.

The School Corporation may grant less than one year for each year of experience but must grant one year for every two (2) years of service in an out of state School Corporation on the starting salary grid.

2. Performance Based Compensation.

A. General Provisions
The salary range will be $40,000 - $71,515. New teachers for the 2017-2018 school year will not be eligible for any increase.

This section will be applicable to any raise or increase provided to teachers after his/her initial year of employment as a teacher. The Performance Based Compensation will be based on the statutory criteria of Evaluation, Experience, and Academic Needs of Students.

Teachers who receive an evaluation ranking in the prior year of "needs improvement" or "ineffective" are ineligible for any raise, increase, or stipend for the 2017-2018 school year, except for a teacher in the first two (2) full school years that the teacher provides instruction to students in elementary school or high school. If a teacher provides instruction to students in elementary school or secondary school in another state, any full school year, or its equivalent in the other state, that the teacher provides instruction counts toward the two (2) full school years.

The amount that would otherwise have been allocated for the salary increase of teachers rated ineffective or improvement necessary shall be equally distributed among all eligible teachers who are not rated improvement necessary or ineffective.

B. Teacher Compensation Increase

Eligible teachers, based on the below statutory factors, will receive a salary increase of $750.00 to his/her base salary. For those teachers eligible for the salary increase, an additional one time stipend amount of $150 will be granted for the 2017-2018 school year. This one-time stipend is not compensation that is added to the base.

a) Evaluation (80% of any increase): Teachers will be eligible under this factor with a 2016-2017 highly effective or effective evaluation rating.

b) Experience (20% of any increase): Teachers will be eligible under this factor with an additional year of experience defined by the Teacher Retirement Fund. (experience defined as employed 120-days during the 2016-2017 school year). For those teachers who, in their initial year, have received an evaluation of “effective” or “highly effective” for the 2016-2017 school year shall receive the greater compensation increase as provided above OR the amount needed to raise the base salary to the appropriate starting salary.
3. **Academic Needs of the Students One Time Stipend.**

A. The Academic Needs of the Students require that their needs be met which require such abilities of teachers to be approved by universities and colleges to teach dual credit courses. The qualification standards for the approval of teachers has recently been modified to impose tough qualification standards. It is essential for the academic needs of the students that the School District has qualified teachers which will be approved to teach such dual credit courses. Therefore, based on the Academic Needs of the Students, the following stipend incentives are:

   i. A teacher being approved by a university or college to teach dual credit classes in academic areas which will allow the student to receive dual credit with the high school and the university or college will receive a one-time stipend of One Thousand Dollars ($1,000.00). Dual credit courses in Academic Areas and Career Technical Education (CTE) for the purpose of this provision shall mean the approval of the teacher by a university or college which requires hours beyond a Master's Degree.

   ii. A teacher receiving a National Board Certification will receive a one-time stipend of One Thousand Dollars ($1,000.00).

   iii. A teacher obtaining an endorsement in ELL and/or Gifted and Talented will receive a one-time stipend of Seven Hundred Fifty Dollars ($750.00).

   iv. A teacher obtaining a master's degree in the current area in which they teach, an education area, educational leadership or any other master's degree and that has received prior approval from the School District will receive a one-time stipend of One Thousand Five Hundred Dollars ($1,500.00).

B. The rates of pay for extra duty assignments are set out in Appendix B. Listing a position and/or rate of pay in this appendix does not mandate that the assignment will be offered. Addendum to the Regular Teacher's Contract for such extra duty assignments may be offered to teachers at the discretion of the Board. Extra duty assignments, contract addendum, special assignment pay, extended day contracts and/or assignments in lieu of regular classroom duties are offered for one year only, unless renewed
by the Board; continuous contract rights do not apply to such assignments. Teachers on special assignments in lieu of regular classroom duties may be reassigned to a classroom at any time, but the teacher's contract amount will not be altered for the duration of the teacher's contract.

C. An amount of pay will be announced for any curriculum work prior to any teacher being asked to volunteer or agree to perform such work. Compensation for each project shall be determined by the Superintendent.

D. Payroll deductions shall be withheld from every paycheck for required withholdings (e.g. federal and state income taxes, social security and Medicare taxes, county income taxes).

A teacher eligible to participate in that plan may elect to have amounts withheld from paychecks for the following: health insurance, dental insurance, vision insurance, term life insurance, supplemental term life insurance, dependent term life insurance, long-term disability insurance, retirement plan contributions, NEA/ISTA/WEA dues, and/or United Way contributions.

Teachers' voluntary contributions to retirement plans will be deducted and will be electronically transferred to the appropriate accounts within a reasonable amount of time following each payday. Employee deductions to the health, dental, and vision insurance premiums will be deducted twenty-four (24) times per year and employee deductions to any insurance company, will be deducted eighteen (18) times per year. United Way contributions will be deducted ten (10) times per year.

Deductions for NEA/ISTA/WEA dues will be deducted upon the authorization of the teacher and pursuant to the rules of this Section.

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of membership dues in the Association (National Education Association, Indiana State Teachers Association, and Warren Education Association). Written authorization must be delivered to the Board by August 1st or within thirty (30) days of employment, whichever is later, for the applicable school year in which dues are to be deducted.

Deductions shall begin for continuing members from the first paycheck of the school year and continue in equal amounts from the remaining direct deposit statements. For new members and current members re-entering payroll deduction, deductions shall begin with the second payday in
October and be deducted in equal amounts from the remaining direct deposit statements. The authorization for payroll deductions for dues for teachers hired after October 1st will be submitted to the Board within 30 days of hiring; deductions shall begin within two weeks and be deducted in equal amounts from the remaining direct deposit statements. Dues shall be remitted to the Association's account via electronic fund transfer within a reasonable time following each payday.

E. Teachers will receive their salary (including pay for extra duty assignments) divided among twenty-six (26) paychecks per year and may not be accelerated except pursuant to the provisions of this Section.

Teachers eligible to retire and receive benefits pursuant to Indiana State Teacher Retirement Fund at the end of the school year will receive their remaining pay before the end of June. Teachers resigning at the end of the school year but not retiring pursuant to Indiana State Teacher Retirement Fund guidelines will receive their pay on the 26 paycheck schedule.

A teacher who resigns and leaves employment before the end of the school year or who dies during the school year will receive any remaining pay during the pay period immediately following the pay period in which receipt of notice of the resignation or death occurs.

F. Teachers who are hired after the first day of the school year (and teachers who return from an unpaid leave of absence) shall have their prorated contract amount paid to them in evenly divided amounts among the remaining pays on the 26-pay schedule.

G. All paychecks will be directly deposited into teachers’ financial institution account(s). Teachers shall receive their direct deposit statements at their assigned building or electronically when paydays occur on regularly scheduled workdays. When a payday occurs on a day that is not a regularly scheduled workday:

i. Direct deposit statements will be distributed on the last regularly scheduled work day of the same week; or

ii. During a week when school is not in session (Winter or Spring or Summer Break, or year-round school intersessions), direct deposit statements will be mailed on the day before pay day to the teacher's address of record.
H. It is the responsibility of each teacher to advise the Personnel Office immediately in writing of any change in name, mailing address, telephone number, exemptions, financial account information, or tax withholding amounts.

I. Teachers shall be reimbursed when it is necessary for them to travel as part of their teaching responsibilities. Mileage shall be paid at the rate currently allowed by the Internal Revenue Service. For purposes of reimbursement for travel between the buildings when a teacher's assignment requires that he/she be at two or more locations, either the Mileage Charge (Appendix C) or a record of odometer readings shall be used.

For purposes of attending approved professional leave meetings, or for approved travel outside of the school corporation, teachers shall be reimbursed for actual miles traveled as documented with a record of odometer readings.

Teachers are responsible for submitting properly completed mileage claim forms; claim forms must be submitted within six weeks of travel to be honored for payment after the next regularly scheduled meeting of the Board.

J. Career and Technical Teachers at Walker Career Center who are not scheduled for a non-student-contact preparation period will be paid an additional $1,600 per semester ($3,200 per year) in lieu of the non-student-contact preparation period.

K. Intersession and Summer School Compensation. Teachers will be paid his/her hourly rate for teaching credit course in Summer School and Intersession.

L. Reemploying Retired Teachers

   i. General Provisions

Generally the School District will make offers of employment to teachers who are retired and are or are about to receive benefits from the Indiana Public Retirement System ("INPRS") only if those teachers have been retired from any teaching position for at least thirty (30) days. Notwithstanding other provisions of the Agreement, this reemployment opportunity under this Section L will prevail...
where there is a specific conflict with other contract language in this Agreement.

ii. Salary

The starting salary of a reemployed retired teacher will be determined by the starting salary grid with the reemployed teacher being provided credit for one-half of the experience step that the teacher was compensated the last year of employment prior to retirement. (For example, if a teacher was at the top experience step of seventeen (17), the teacher would be placed on the eighth (8th) step of the starting salary grid.

iii. Fringe Benefits

A reemployed retired teacher will be eligible to apply and participate in all benefits plans offered to current employees except retirement benefits.

When the rehired retired teacher first retired, the benefits offered under any retirement plan may continue during reemployment except for benefits offered under the VEBA plan. The employer will not be obligated to provide additional contributions to those benefit plans. Voluntary employee elective contributions will be allowed to any plan to which voluntary employee contributions are allowed.

During this reemployment period, the rehired retired teacher will be eligible to apply to participate any insurance plans offered to other teachers with the School Corporation contributing the amounts required under this contract. When a rehired retired teacher is reemployed, that teacher's VEBA account will be frozen during the time of reemployment.

ARTICLE V

BENEFITS

A. Factors herein stated shall constitute the calculations required into the retirement plans of the School Corporation and shall be counted as a part of the cost of any salary agreement between the Board and the Association.
B. IRS Code Section 401(a) plan

Effective during the term of this Agreement the parties agree that the Board shall contribute one percent (1%) of each teacher's salary shown in the established salary schedule to the 401(a) plan on a biweekly basis. The record keeper of the plan shall be selected as provided for in section E. Participants will become vested in this plan according to the following schedule. The rights of a participant are subject to substantial risk of forfeiture and are conditioned upon the future performance of substantial services by the participant. Until such time of becoming vested, all amounts contributed by the Board shall not be available to the employee and upon termination of employment for any reason, other than total disability, the non-vested Board contributions shall be forfeited placed in the 401(a) plan's forfeiture suspense account, and used to pay for the plan's administrative expenses and/or to reduce employer contributions. In the event of termination of employment due to permanent disability, the participant will be considered vested.

Vesting Schedule:
- 10 years of employment – 33 1/3%
- 15 years of employment – 66 2/3%
- 20 years of employment – 100%

Years counted for vesting are all School Corporation years of service since the employee was hired. A year of service will be defined according to ISTRF guidelines.

C. IRS Code Section 403(b)

Effective during the term of this Agreement, the parties agree that the Board shall make contributions to the 403(b) by matching up to two and three-fourths percent (2.75%) of each teacher's annual base salary. Participants will become vested upon enrollment in the plan.

Teachers may change the amount of his/her elective contribution up to four times per year. Changes in amounts of elective contributions will be allowed on the first pay dates following January 1, April 1, July 1, and October 1. Teachers desiring a change must submit a written notice of change to the Personnel Office at least fourteen (14) days prior to that pay date. Pursuant to state law, a teacher may cancel payroll deduction contributions into the 403(b) plan at any time. Changes and/or the commencement of payroll deduction must occur within the three (3) designated pay dates.

D. VEBA (Voluntary Employee Benefit Association)

Effective during the term of this Agreement, the parties agree that the Board shall contribute an amount equal to one-half percent (.5%) of teacher's salary from the established salary schedule to the School /Corporation's VEBA plan on a biweekly basis.
The administrator of the plan shall be selected as provided for in section E below. Participants will become vested in this plan upon qualifying for retirement benefits under the provisions of the Indiana State Teachers Retirement Fund. The rights of a participant are subject to substantial risk of forfeiture and are conditioned upon the future performance of substantial services by the participant. Until such time of becoming vested, all monies contributed by the Board shall not be available to the employee and upon termination of employment for any reason, other than retirement or permanent disability, the Board contributions shall be forfeited, placed in the plan’s forfeiture suspense account, and used to pay for a plan’s administrative expenses and/or to reduce employer contributions. In the event of termination due to permanent disability, the Participant will be considered as vested.

E. Record keeper or administrator majority vote.

F. Sick Leave Bonus

1. Any teacher who has accumulated at least one hundred twenty (120) days of sick leave at the end of the final year of service with the School Corporation and is considered vested under the plan documents shall have the sum of two thousand dollars ($2,000) added to the compensation owed under the final teaching contract.

2. To receive the sick leave bonus the retiring teacher must submit a written unconditional and irrevocable letter of resignation to the Superintendent no later than March 1" of the year when retirement is to begin. However, in the event a teacher is unable to give the required notice because of an accident, illness, injury, or for another unforeseen reason, the teacher may petition the Board for the remainder of his/her entitlement to the sick leave bonus.

3. The $2,000 will be paid to the retiring teacher within three weeks of receipt of the letter of resignation, and this incentive payment will be included in the teacher's earnings history report to ISTRF.

G. Insurance Participation

Retirees from the school corporation and eligible spouses, consistent with any limitations or restrictions of the Plan, shall be allowed to remain on the group health, dental and vision plans at their own expense until the first (1") day of the month of their eligibility for Medicare. A retiree is defined as a teacher who meets the criteria as established by Indiana state law (IC 5-10-8-2.6).

H. Total Disability

For purposes of this Article and to qualify for total disability, a teacher must be adjudged
permanently disabled by the Indiana State Teachers' Retirement Fund (ISTRF).

I. There shall be an annual enrollment in the retirement plans prior to the first day of the school year or within five (5) business days of employment.

Teachers who have severed employment under prior Collective Bargaining Agreements.

For teachers who have severed employment prior to the effective date of this Collective Bargaining Agreement, their retirement benefits, if any, will be governed by the provisions of the Collective Bargaining Agreement in effect on the date of the teacher's employment termination.

J. Background Checks

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.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Definitions

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

2. The term “grievant” includes any teacher or group of teachers in the bargaining unit or the Association itself.

3. The term “day” when used in this Article shall mean teacher days as that term is used in the school year of 184 days. During the Summer recess, the term shall mean weekdays (Monday through Friday).

4. The “grievance procedure” is a method to secure, at the lowest possible administrative level, an equitable solution to grievances.

B. Grievant and Representation

A grievance may be filed (a) by a teacher, (b) by the Association on behalf of an unnamed teacher, (c) by a group of teachers or (d) by the Association on behalf of all
teachers.

C. Procedures

Grievances will be initiated informally with a teacher's immediate supervisor. Grievances arising from the action of an official other than the teacher's immediate supervisor may be initiated with the appropriate administrator or with the Superintendent (Informal Step).

D. Steps

Informal Step

1. A grievance may be initiated in one of the following ways:
   a) The teacher may approach the principal or appropriate administrator and discuss the matter on his/her own behalf; or
   b) The teacher may request that a representative of the Association accompany the teacher and, in such case, the administrator shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

2. Any grievance not presented in the informal Step within fifteen (15) days of the time the grievant knew, or reasonably should have known, of the alleged violation shall be deemed invalid.

Formal Step One

1. In the event the grievance is not resolved in the informal Step, the grievant may file a formal grievance in writing with the principal or appropriate administrator. The grievance shall be presented in writing within ten (10) days of the completion of the Informal Step. In submitting and/or advancing a formal grievance to an administrator, the teacher or the Association will include all of the following information in a written statement:
   a. Name of grievant;
   b. Facts pertaining to the grievance (including date of the incident);
   c. Specific provisions of the Negotiated Agreement alleged to have been violated or misinterpreted or misapplied;
d. Position of the grievant or the Association;

e. Relief, remedy or action that is sought by the grievance; and

f. Signature of the grievant and the date the grievance is submitted to the administrator.

2. Within ten (10) days of receiving a written grievance, the administrator may meet with the grievant and a representative (if the grievant requests a representative's presence) to resolve the grievance. The administrator shall respond to the written grievance within ten (10) days following such meeting with the grievant. In the event that no meeting is held after receipt of the written grievance, the administrator will respond within five days after receipt of the written grievance. In responding to a formal grievance, the administrator will include the following information in a written statement:

a. Date the written grievance was received by the administrator;

b. Disposition of the administrator;

c. Signature of the administrator and the date the response is returned to the teacher or the Association.

**Formal Step Two**

1. If the action on Formal Step One fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred to the Superintendent. A grievance must be forwarded to the Superintendent within ten (10) days following the Formal Step One response or it shall be deemed invalid. The grievance shall be filed in writing and shall include all details specified of Formal Step One (items a-f).

2. Within ten (10) days of receiving a written grievance, the Superintendent or his/her representative shall meet with the grievant and a representative of the Association to resolve the grievance. The Superintendent or his/her representative shall respond to the written grievance within then (10) days following such meeting with the grievant.

**Formal Step Three**

1. If the decision in Step Two is not acceptable to the grievant, the grievant shall, within ten (10) days, submit a letter requesting a review by the Board of Education. The letter to the Board shall include a copy of the grievance, a written explanation citing the specific circumstances that led to the grievance, the section
of the contract violated, and the Superintendent's written response from Step Two.

2. Upon receipt of the above mentioned materials, the Board of Education may request additional written materials from the grievant or the superintendent, and shall, within 12 days, schedule a hearing with the grievant. This hearing may be waived by the grievant when filing for a review.

The grievant or the grievant's representative and a representative of the School Administration will conduct a pre-hearing conference at least five days prior to the Board hearing for the purpose of exchanging exhibits and a witness list. The parties at this pre-hearing conference will make efforts to agree upon stipulations of fact and the submission of exhibits. At the hearing, the grievant may be represented by an attorney or another representative of his/her choice. The grievant will have the burden of presenting first at the hearing and will have the burden of proof.

3. Within forty-five (45) days after the hearing or if the hearing is waived, receipt of the letter requesting a review, the Board of Education shall issue its written response to the grievance. Acknowledging that the Board of Education, by law, must make any decision in a public meeting, the Board motion will simply refer to the grievance number without identification of any names of individuals.

D. Other Provisions Relating to Grievance Procedures

1. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant and are not valid basis for evaluations or consideration for professional advancement.

3. Time limits herein may be extended only by mutual agreement, signed by the parties.

4. Time limits herein apply to teachers on leave of absence other than illness leave, as if such teacher were present and working.

5. All steps (except the Informal Step) of the grievance procedure shall be conducted during non-regular work hours or at times mutually agreeable to the parties.

6. If there is a failure at any step by the Administration to communicate the decision on a grievance within the specified time limit, the grievant shall then have the
right to appeal at the next step of the procedure.

7. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the answer at the previous step.

8. Any grievance that arose prior to the effective date of the Agreement or after the termination date of this agreement shall not be processed.

9. A teacher may not use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew such teacher’s contract.

10. No teacher shall use the grievance procedure to dispute any action by the Board that is in accordance with the State Tenure laws.

11. No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of or written agreement with any State or Federal regulatory commission or agency or any court order.

12. When a teacher, group of teachers or the Association decides to file a grievance on a specific provision of the Agreement, that grievance will preclude filing an unfair labor charge on the same provision by the grievant.

ARTICLE VII

THE AGREEMENT

This Agreement supersedes and cancels all previous agreements, whether verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties.

The parties agree that this Agreement shall supersede any rules, regulations, policies, or practices of the Board that would be contradictory or inconsistent with the terms of this Agreement. Any individual contracts between the Board and an individual member of the bargaining unit shall be made subject to this Agreement.

If any such individual contract made during the terms of this Agreement contains any language inconsistent with the teaching contract, this Agreement shall prevail.

Any amendment or agreement adding to, subtracting from or supplemental to this Agreement shall not be binding upon either party unless it is executed in writing by each of the parties hereto.

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not
be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

This Agreement is entered into at Indianapolis, Indiana, on this ____ day of October, 2017, by and between the Metropolitan School District of Warren Township, County of Marion, State of Indiana, and the Warren Education Association.

The terms of this Agreement shall become effective on ____, 2017 and shall continue in full force and effect until ____, 2018 unless otherwise specified.

BOARD OF EDUCATION TEAM:

Julie French, Board Member
Andrew Manna, Board Counsel
David Holt
Tim Hanson
Pam Griffin
Steve Rogers
Robin LeClaire
Brian Simkins
Dr. John Kleine

WEA TEAM:

Jenny Whitaker, WEA President
Kathleen Miller
Rob Dunn
Jenna Burns
Ann Wilkins, ISTA
Stephanie Conway
APPENDIX A

METROPOLITAN SCHOOL DISTRICT OF WARREN 2017-2018 NEW TEACHER STARTING SALARY SCHEDULE
2017-2018

<table>
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<td>$60,865</td>
<td>$71,514</td>
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The above grid is not a salary schedule applicable to all teachers. It is a starting salary grid for the determination of new teacher’s starting salary in his/her initial year of employment.
APPENDIX B
EXTRACURRICULAR ASSIGNMENTS

These assignments require management, coordination and supervision responsibilities with primary time and effort occurring outside the regular contract day. After-school, evening and weekend responsibilities occur frequently.

The responsibilities and amount of pay for new extracurricular assignments that are not described in this Agreement may be assigned by the Superintendent. These positions must be added to any new Agreement or deleted depending on the educational need. The Personnel Director will notify the WEA President of any changes in Appendix B.

II. Other Assignments

A. Additional voluntary assignments not listed in this Appendix may include duties, assigned and approved in advance by the Superintendent that are instructional in nature, but do not involve typical classroom responsibilities. These include hours preceding or following the regular contract day or year. These assignments will be compensated at the rate of $27.00 per hour for time assigned to these extracurricular duties. Such duties will include, but are not limited to, the following:

1. Student Assistance programs
2. Job Placement services
3. Guidance Counseling programs
4. Enrichment (summer and intersession)

B. Middle School/High School Intramural programs are defined as sports/competitions that occur within the school or student body and are usually seasonal. Intramural programs approved by the building principal at any grade level and Summer Recreation activities will be paid at the following rates:

1. $25.00 per hour for the one person responsible for planning, organizing and supervision of the activity;
2. $18.00 per hour for the other person(s) assisting with the supervision of the activity.

C. Before teachers shall be required to supervise these events, the Board shall allow teach volunteers to assume these responsibilities. These responsibilities shall be posted on a semester basis for staff volunteers.

D. Teachers in the middle school and at the high school who are assigned mandatory supervisory responsibilities outside the teachers' regular contract day for authorized extracurricular events, including athletic and non-athletic events, shall be compensated at the rate of $20.00 or $40.00 if the event involves multi-sessions.
Individuals who receive compensation for a program pursuant to Appendix B (section I or II) shall not receive additional compensation pursuant to Section III to conduct their program. Teachers may choose a duty-free schedule (if available) in lieu of pay from Appendix B.

E. Elementary Clubs:

Sponsors of elementary clubs that are approved by the building principal will be paid in the following manner:

i. To be eligible for elementary club payment, sponsored clubs will average a minimum of 8 student participants and a minimum of 8 meetings per school year.

ii. Each sponsor shall be paid a portion of the $20,000 which is set aside for all sponsors of elementary clubs during each school year, based on the number of meetings held for all elementary clubs during each school year, based on the number of meetings held for all elementary club sponsors.

iii. The dollar value of each club meeting will be determined by dividing the total number of club meetings for all elementary club sponsors into $20,000.

F. Summer printing will be paid at the rate of $30.00 per approved hour.

G. Any Appendix B assignment not held by a certificated staff member shall be posted for certificated staff applicants on a yearly basis or whenever the assignment is vacant.

H. All portions of Appendix B as described above will become effective with the start of the school year. Summer school and drivers' education programs are part of the previous school year's programs; rates of pay will change with the start of the new school year.
### Athletic Extracurricular Salary Schedule

**Base Stipend Amount FY17:** $38,500

#### Group A - Football, Basketball, Wrestling, Aquatics Director

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<th>Levels</th>
<th>Assignments</th>
<th>Amount/Index</th>
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</thead>
<tbody>
<tr>
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<td>Aquatics Director</td>
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<td>MS Athletic Coordinator</td>
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<td>HS Assistant Coach</td>
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<td>Assistant Ath. Trainer (F/W)</td>
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<tr>
<td>7</td>
<td>7th Grade Assistant Coach</td>
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#### Group B - Baseball, Softball, Swimming, Track, Volleyball

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#### Group C - Bowling, Cross Country, Golf, Lacrosse, Soccer, Tennis

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### Group D - Athletic Related Positions

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<td>HS 9th Cheerleader Sponsor (F/W)</td>
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<td>HS Weight Trainer (Each Season)</td>
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<td>HS Video Taper</td>
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<td>6</td>
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**II. Non-Athletic Extracurricular Assignments**

Extracurricular Assignments will be paid according to the following formula:

Pay = Base Amount \times \text{Index}

For Example: MS Team Leader is $38,500 \times 0.064 - $2,464

### Non-Athletic Extracurricular Assignments

#### Group 1

- HS Band Director $7,585 0.197

#### Group 2

- HS Orchestra Director $6,776 0.176
- ROTC Drill $6,776
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### APPENDIX C

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**Key to Abbreviations:**

- **WECC** = Warren Early Childhood Center
- **MO** = Moorhead Elementary
- **BR** = Brookview Elementary
- **PR** = Pleasant Run Elementary
- **EA** = Eastridge Elementary
- **SH** = Sunny Heights Elementary
- **GC** = Grassy Creek Elementary
- **CR** = Creston Middle School
- **HA** = Hawthorne Elementary
- **RP** = Raymond Park Middle Schools
- **HH** = Heather Hills Elementary
- **ST** = Stonybrook Middle School
- **LA** = Lakeside Elementary
- **REN** = Renaissance School
- **LP** = Liberty Park Elementary
- **WE** = Warren Central High & Walker Career Center
- **LO** = Lowell Elementary
- **E&CC** = Education & Community Center
### APPENDIX D

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