

MASTER CONTRACT

WAWASEE COMMUNITY
SCHOOL CORPORATION

and

WAWASEE COMMUNITY
EDUCATORS ASSOCIATION

JULY 1, 2022 – JUNE 30, 2023

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PREAMBLE

The Board of School Trustees of the Wawasee Community School Corporation of Kosciusko County, State of Indiana, hereinafter referred to as the Board, and the Wawasee Community Educators Association, hereinafter referred to as the Association agree as follows:

A. Definitions -

1. WCEA – The Wawasee Community Educators Association
2. Association – The Wawasee Community Educators Association
3. Parties – The Wawasee Community Educators Association and the Wawasee
Community School Corporation Board of School Trustees
4. Board or WCSC – The Wawasee Community School Corporation Board of School
Trustees
5. Teacher - Any member of the bargaining unit

ARTICLE I
RECOGNITION

In accordance with Indiana Code § 20-29-6, the Wawasee Community School Corporation hereby recognizes the Wawasee Community Educators Association as the Exclusive Representative of all certified employees, such representation includes all certified employees of the Wawasee Community School Corporation except for:

Superintendent
Assistant Superintendent
Director of Finance
Director of Curriculum & Instruction
Director of Personnel & Legal Services
Career Technical Education Director
Principals
Assistant Principals
Director of Special Services
Athletic Director

and Other School Employees and Supervisors who perform administrative and/or supervisory responsibilities 50% or more of their assigned time.

ARTICLE II

COMPENSATION MODEL

1. Salary Range

- a. The current salary range for returning teachers to WCSC is \$40,250 to \$71,750.

2. Base Salary Increases

a. General Eligibility

- i. A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.

3. Factors and definitions

- a. Evaluation rating- The teacher received a highly effective or effective evaluation rating for the prior year.
- b. Possess a content area master's degree – The teacher earned a master's degree in a content area as defined by the Indiana Department of Education after January 1, 2020.
- c. Academic needs – The academic needs factor is a teacher retention catch-up and is defined as the superintendent's discretion to adjust the salary of a current teacher up to an additional \$1,000 or the amount on the new teacher salary grid for a new teacher with comparable education and experience, whichever is lower.

4. Distribution - Advancing on the Salary Schedule (See Salary Schedule attached as Appendix F)

- a. A teacher in the bachelor's column who satisfies the evaluation rating but does not possess a content area master's degree will advance a row in the bachelor's column.
- b. A teacher in the bachelor's column who satisfies the evaluation rating and is in the first year of possessing a content area master's degree (completed after January 1, 2020) will advance to the master's column, but remain in the same row.
- c. The increase for advancing a row in either column is \$1,500.
- d. The increase for advancing a column (but staying in the same row) is \$3,000. \$1,500 is for evaluation rating, and \$1,500 is for the first year of possessing a content area master's degree. (Education = 50% of the increase)

5. Redistribution

- a. Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

6. Wawasee Area Career and Technical Cooperative (WACTC) Teachers

- a. A WACTC teacher may be granted extra contract days by the Superintendent, beyond the 185, to complete their duties as assigned.

7. Additional Compensation (Stipends are not included in the teacher's base salary)

a. Leave Buy Back

- i. For the 2022-2023 school year, WCSC may establish and implement a sick / personal day buyback program that provides teachers with an opportunity to sell back unused sick or personal days to the corporation for \$100 per day, up to 10 total days.
- ii. The following conditions must be met to participate in the buy back program:
 1. Teacher must submit a written request to the Payroll Clerk by June 15th following the end of the school year.
 2. Teacher must have a minimum of 20 accumulated sick/personal days when the request is made;
 3. Only days in the current school year can be bought back;
- iii. Compensation can be in the form of a direct payment or placed in a pre-tax account.
- iv. This provision shall expire at the end of the 2022-2023 year.

b. Retirement Sick Day Buy Back

- i. For the 2022-2023 school year, WCSC may establish and implement a retirement Sick Day Buy Back program that provides retiring teachers with an opportunity to sell back unused sick days to the corporation.
- ii. The following conditions must be met to participate in the retirement buy back program:
 1. Teacher must submit an irrevocable letter of retirement to the Superintendent by May 1;
 2. Compensation can be in the form of a direct payment or placed in a pre-tax account.
 3. Teacher is eligible to sell back up to 100 unused sick days (403(b) or VEBA), or 86 sick days (direct payment) at \$50 per day.
- iii. This provision shall expire at the end of the 2022-2023 year.

c. In-House Substitute Duty Pay

- i. Teacher employees that forfeit their preparatory or lunch time and are assigned to be an in-house substitute shall be paid at the rate of \$28.00 per hour. Payments made pursuant to this section constitute payment for ancillary duties and the teacher is still expected to perform all normal duties.

d. Dual Credit/AP/Industry Recognized Certification Stipend – This stipend is not included in the teacher’s base salary.

- i. Teachers who instruct Dual Credit/AP/Industry Recognized Certification courses shall receive a stipend of \$1000 per year.

8. New Teacher Placement Schedule - Placement of New Teachers at WCSC (See New Hire Schedule attached as Appendix G)

- a. New teachers to WCSC shall be defined as someone who has not been employed by the corporation in a certified position within the last 12 months.
- b. All new teachers to WCSC will be recommended by the Superintendent for an initial salary consistent with the academic needs of the corporation. The new teacher shall be brought in at an initial base salary commensurate to that teacher’s years of teaching experience as outlined in the New Hire Schedule attached as Appendix G.
- c. At the discretion of the Superintendent, an additional stipend can be added at any time during the new teacher’s first year in order to meet the academic needs of the school corporation not to exceed \$5,000. This stipend will not be added to the teacher’s base salary.

- d. WACTC teachers will be placed commensurate with their years of teaching and relevant work experience and educational attainment.

9. Additional Factors

- a. Teachers will be paid in twenty-six (26) equal payments every other Wednesday beginning August 31, 2022.
- b. A teacher may elect to receive July and August warrants (summer lump) with the first payment in July. In order to be eligible to receive the summer lump, the teacher must:
 - i. Make an election which is irrevocable during the school year for which it is made; and
 - ii. use the forms provided by the business office.
- c. The form must be received in the business office by the close of the last day of the school year prior to the year the election is to take effect.
- d. Extended contracts shall be paid on a pro-rata basis of the regular salary schedule. An extended contract is defined as: a contract which extends the regular school year or the regular school day and requires a teacher employee to perform essentially the same activities as their regular assignment or is a necessary extension of time to comply with federal programs to obtain reimbursement for the programs.
- e. Teachers that receive extended contracts shall be compensated at their daily rate of pay for each day beyond the regular teaching contract.

ARTICLE III

FRINGE BENEFITS

1. Health Insurance

- a. For the 2022-2023 school year, teachers may elect to pay the following premium amounts toward the cost of the group hospitalization, surgical and medical insurance program. The Corporation will pay the amounts described in the chart below. Each employee shall have the option of choosing the family plan or the single plan.

	LUTHERAN (Employee)	LUTHERAN (Employer)	3 RIVERS (Employee)	3 RIVERS (Employer)
Employee Only	\$977.65 (FT) \$4,451.66 (PT)	\$9,883.58 (FT) \$6,409.56 (PT)	\$833.80 (FT) \$3,796.61 (PT)	\$8,566.68 (FT) \$5,603.87 (PT)
Employee Family	\$5,995.45 (FT) \$12,903.48 (PT)	\$20,887.97 (FT) \$13,939.94 (PT)	\$5,079.12 (FT) \$11,004.76 (PT)	\$18,054.49 (FT) \$12,128.85 (PT)

- b. Teacher contribution deductions shall, after receiving proper authorization ten (10) days prior to the first day of school, commence with the first paycheck and continue through the first twenty (20) pays of the regular school year.
- c. Spouses both employed by the corporation prior to August 1, 2005 will receive the contribution for the family plan plus the cost for one (1) single plan as listed above, not to exceed the actual cost of the insurance.
- d. Spouses both employed by the corporation, newly married and/or employed after August 1, 2005, will receive the contribution for the cost of two (2) single plans. Contribution may be applied toward the cost of a family plan, not to exceed the actual cost of the family insurance rate.
- e. For the 2022-2023 school year, the Corporation will provide two insurance holidays in which employee premiums will not be deducted. These will occur on the December 21, 2022 and the March 29, 2023 pays.
- f. Future increases in health insurance premiums will be shared by the Corporation and the teachers. The corporation will pay 70% of the increase and the teacher will pay 30% of the increase.

2. Dental Insurance

- a. The Corporation shall provide a group dental insurance plan and pay all but one dollar (\$1.00) of the premium.

3. Vision Insurance

- a. The Corporation shall provide a group vision insurance plan and pay all but one dollar (\$1.00) of the premium.

4. Term Life

- a. The Corporation will pay the cost less one dollar for a term life insurance policy for each teacher that provides a minimum death benefit of fifty thousand dollars, double for accidental death.

5. Long Term Disability

- a. The Corporation will pay the cost, less \$1.00 for a long term disability policy for each teacher with a 180 day waiting period and benefits of 66 2/3% of salary less any other benefits that the teacher might be eligible to draw, excluding the Teacher Retirement Fund (TRF).

6. On Job Damage Reimbursement

- a. In the case of accidental or intentional damage to a teacher's personal property as the result of an act by a student or employee, the corporation, upon receiving evidence of such damage, agrees to compensate the teacher for replacement of damaged item(s) to a maximum of \$500, if not covered by personal insurance. If the teacher's personal insurance does cover the damaged item(s), the school corporation will reimburse the teacher's deductible on their personal insurance.

7. Indiana State Teacher Retirement

- a. The employer shall pay the 3% teacher contribution amount to the Indiana State Teacher Retirement Fund.

8. Section 125

- a. The benefits provided to teachers by Section 125 of the Revenue Act of 1978 shall be made available to any teacher requesting. An amount not to exceed the maximum allowed by the IRS and the Section 125 Plan Administrator may be set aside by the employee for selection of benefits, under Section 125 of the Internal Revenue code, which are non-taxable benefits of major medical, long term disability, short term disability, non-reimbursed medical, and dependent care. The carrier shall be chosen after discussion with the Association. The Board shall pay all administration fees.

9. Reopeners

- a. Regarding health care benefits during the term of this contract, if any State or Federal legislation is enacted which provides any changes in the benefits available to members of the bargaining unit or to the employer under this contract negotiations will be reopened on all provisions related to such benefits except for the percentage of premium paid by the Board and the employees.

10. Reimbursement of Teacher's Expense for Attendance at Workshops/Conferences

- a. A teacher who requests a conference leave shall file such request with the appropriate administrator no later than three (3) weeks prior to the conference. Reimbursement for

approved expenses incurred while attending an approved conference will be allowed as listed in the following schedule, provided that the teacher submits receipts and an itemized claim:

- i. Mileage - at the Board approved rate based on approved mileage when using personal automobile. Toll and parking fees will be paid if verified by receipts. If transportation is other than automobile, this must be approved by the employer in advance of the travel, and actual cost shall be reimbursed.
 - ii. The actual cost of registration, banquet and luncheons. Cost of banquet and luncheons which are a part of the regular conference program may be added to the registration fee. In this case, deductions from the per diem rate allowed for meals will be made.
 - iii. Cost of meals not to exceed \$50 per day average as verified by receipt. Reasonable gratuities may be claimed for reimbursement.
 - iv. Cost of Room - actual cost as verified by receipt.
- b. In no case will reimbursement exceed actual expenditures. A teacher who attends a conference shall incur no loss of salary unless otherwise provided by Board action. In the event prior approval by the Board is not secured, the Superintendent may allow teachers to attend conferences. Conference attendance shall be allowed at the employer's discretion.

11. 403(b) Contribution

- a. New teachers hired during the 2022-2023 school year shall receive a lump sum allowance of \$2,000.00 to be placed in a 403(b) account owned solely by the teacher.
- b. The Corporation will match the contribution of a teacher hired in the 2022-2023 school year up to \$2,000.00 if made by the end of the second year of employment. ie. If a teacher is hired in 2022-2023 and contributes \$2,000.00 to their 403(b) account, they will receive a matching amount of \$2,000.00. Elections for additional contributions must be made to the superintendent on or before January 15, 2023.

ARTICLE IV

LEAVES

1. Sick Leave

- a. Each certified employee who is absent because of personal illness will be allowed ten (10) days of sick leave each year of service, cumulative without limit.
- b. In the event the employer believes abuse of illness absence by a teacher exists, the employer may put the teacher on notice in the event of further use of illness absence by the teacher, the employer may require the teacher to verify such illness or disability by a written statement signed by a licensed practicing provider which in the case of personal illness affirms the teacher is unable to fulfill his or her normal assigned duties because of such illness or disability.
- c. New teachers employed by WCSC who have accumulated days in another Indiana public school corporation or another out-of-state public school corporation may carry forward credit for up to three sick days per year beginning in their second year of employment at WCSC.
- d. An employee whose pay is interrupted because of injury or occupational disease is eligible to receive compensation according to the benefits provided by the Workman's Compensation Insurance Law of the State of Indiana. If an employee's pay is not interrupted due to the injury or occupational disease, compensation insurance payments should be receipted into the Education Fund of the Wawasee Community School Corporation, or a proportionate amount deducted from the teacher's pay.
- e. It is understood that sick leave shall be applicable to absences from work on account of illness, physical or mental disability, quarantine, or medical, dental or other appointments related to health, or when advised to be absent by the teacher's state licensed doctor, including M.D.'s, dentists, optometrists, etc.
- f. Family Medical Leave Act time may be served concurrently with sick leave.

2. Family Illness

- a. All teacher employees shall be allowed up to 2 days leave per year with pay, not accumulative, for:
 - i. illness or accident involving your spouse, children living at home, or others regularly living in your household; and
 - ii. for serious illness or accident involving your parents, and children not living in your household. For other family members, requests can be presented to the Superintendent through emergency-in- family leave.
- b. Family Medical Leave Act may be served concurrently with family illness leave.

3. Bereavement

- a. Each teacher shall be entitled to be absent from work because of death in the immediate family for 5 school days beginning on the day following each death without loss of compensation. One of the days may be used at the teacher's discretion within 60 days following the death. Immediate family shall be deemed to mean the following: teacher's spouse, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, stepparents, step children, or any other person who at the time of death is living as a member of the household of the teacher, any person for whom the teacher is the

legal guardian, or for whom the teacher is exercising rights authorized pursuant to a Power of Attorney. ~~father, mother, stepfather, stepmother, child, stepchild, wife, husband, father-in-law, mother-in-law, and any other relative who at the time of death is living as a member of the household of the teacher.~~

- b. Each teacher shall be entitled to be absent from work because of death in the near-immediate family for a period extending not more than 3 school days beginning on the day following such death without loss of compensation. Near-immediate family, for the purposes of this paragraph, includes the following: grandparent, spouse's grandparent, grandchild.
- c. In case of death of an uncle, aunt, first cousin, niece, or nephew of the teacher or of the teacher's spouse, the teacher is entitled to be absent on the day of the funeral without loss of compensation.
- d. Teachers asked to serve as pall bearers will be excused without loss of compensation for such duty, not to exceed one day's absence.
- e. Additional days may be granted for bereavement with written Superintendent approval.

4. Personal Leave

- a. Teachers shall be granted 4 days of personal leave each year, cumulative to a total of 7, pursuant to the following conditions:
 - i. The teacher shall notify the principal of his/her intended absence at 24 hours in advance except in the case of an emergency.
 - ii. One of the four personal leave days shall be issued for two parent-teacher conferences.
 - iii. The applicant may state the reason for taking personal leave on the Absence Report form as "Personal Business".
 - iv. Consecutive personal days in excess of five contracted days shall be subject to the approval of the superintendent (or designee).
 - v. Within the school calendar year, the use of personal days one day immediately prior to or one day subsequent to Christmas Break and/or Spring Break will be charged as two personal days. This provision is subject to the approval of the Superintendent (or designee).
 - vi. Unaccumulated/unused personal leave days at the end of the school year will be added to accumulated sick leave.

5. Jury Duty or Witness

- a. A teacher called for jury duty or as a witness for a school related matter as determined by the Superintendent shall be paid his/her regular pay and will pay to the corporation his/her jury duty and/or witness earnings minus the expenses.

6. Election Days

- a. Personnel who serve on the Election Board shall be paid the difference between their salary (per day) and the amount they receive for services rendered on the Election Day.

7. Consultant Services

- a. Personnel who are permitted, after submitting a written request to the Superintendent through the Principal, to serve as a consultant to other corporations shall do so without charge to the corporation being served if the services are performed on a school day. Actual out-of-pocket expenses for travel, meals, and lodging may be accepted from the other school corporation and these shall not be charged to the Wawasee Community School Corporation.

8. Emergency in Family Leave

- a. Teachers shall be allowed up to 5 days leave per year. This emergency leave is applicable in case of major surgery, serious illness, serious accident, or in time of war involving a member of the immediate family. The term "immediate family" shall be construed to mean spouse, children or other family members who prior to the emergency, regularly lived in the home of the teacher. (Requests may be made for other family members if information is presented to substantiate the need. For example, the teacher is solely responsible for the affairs of the family member during the emergency.) This leave shall be granted with pay and the days will be deducted from 1.) accumulated sick leave and 2.) personal business days. To the extent that sick leave days are unavailable, the leave shall be without compensation.
- b. Family Medical Leave Act may be served concurrently with Emergency in Family Leave.

9. Maternity/Paternity/Adoptive Leave

- a. Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave immediately upon her request and certification of the emergency from an attending physician.
- b. Five days of maternity/paternity leave with pay will be allotted after the birth of the child. All or any portion of additional leave taken by a teacher because of pregnancy may be charged, at her discretion, to her available sick leave.
- c. Family Medical Leave Act may be served concurrently with maternity/adoptive leave.
- d. When the child is adopted by a teacher, the teacher shall be granted five days of adoptive leave with pay.

10. Worker's Compensation

- a. A teacher who is absent from work because of injury received on the job shall receive regular pay from that teacher's accumulated sick leave the first five days (chargeable against sick leave), After the first five days, the teacher will be paid by the School Corporation the difference between Workman's Compensation benefits and the teacher's regular pay until the teacher's sick leave is exhausted.
- b. Sick leave will be charged only for the portion of the pay paid by the school corporation

divided by the teacher's daily rate.

11. FMLA Leave

- a. The benefits provided in the Family Medical Leave Act (FMLA) shall, at the teacher's discretion, be in addition to those listed in this agreement. The year in which leave may be taken for purposes of FMLA shall consist of the twelve-month period measured forward from the date the teacher's leave began and benefits may be continued at the teacher's expense. The employee shall continue to accrue seniority for any time spent on approved leave.

12. Additional Leave

- a. Upon written request, the Superintendent may grant additional leave days to a teacher in need of such. These additional leave days can be granted with or without pay. These days will not be deducted from accumulated sick leave days.

ARTICLE V

EMERGENCY SICK LEAVE BANK

The purpose of the bank is to assist teachers in financial problems caused by prolonged absence from work due to illness or injury.

ELIGIBILITY FOR BANK USE:

1. Must be an active participant in the bank.
2. Must have depleted all accumulated sick leave days.
3. A teacher is only eligible for sick leave bank days if the teacher would be otherwise entitled to use personal illness days.
4. The bank days requested shall apply to days prior to the date when the teacher's long term disability insurance would commence.
5. The bank days shall take effect immediately following the exhaustion of the teacher's personal sick leave providing the above conditions have been met.
6. Any sick leave borrowed from the sick bank must be paid back at a minimum of two (2) sick leave days per year. Repayment shall be made on the first day of each school year beginning the second year after the award of sick leave bank days is made to the teacher.

STRUCTURE:

1. The employer shall donate two (2) full days on behalf of every new teacher during their first year at the Wawasee Community School Corporation.
2. Retirees with excess sick days may donate the additional days to the sick leave bank.
3. At no time shall the emergency sick bank exceed two thousand (2,000) days.
4. Application shall be made to a sick leave bank committee composed of two (2) members appointed by the president of the Association and two (2) members appointed by the Superintendent.
5. The chairperson will be the Association president who will vote only in case of a tie.

PROCEDURE:

1. The participating member of the bank or a member of his/her family or personal representative shall submit an application to the superintendent, accompanied by a physician's certificate stating the nature, estimated length of disability, and prognosis of the person's condition is to be submitted to the superintendent for information and action. See Certified Staff Handbook.

2. The sick leave bank committee will act upon each application and shall inform the applicant, or a member of the family, of the decision. The sick leave bank committee shall report a written decision to the Superintendent.

TENTATIVE

ARTICLE VI

GRIEVANCE PROCEDURE

Good morale is maintained, as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose in this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Grievant –

- (a) Any member of the bargaining unit who believes that a violation of the agreement has been committed against him; or
- (b) The Association president when he believes the Association right, as defined in this agreement, has been violated.

Grievance –

- (a) an alleged violation, misinterpretation, or misapplication of a specific article or section of this agreement, Board policy, or state or federal statute. For alleged violations, misinterpretations, or misapplication of Board policy or state or federal statute, steps I, II and III shall be used as a guide for conflict resolution. Nothing contained herein shall deny to any employee rights under state or federal constitutions and laws.

Binding arbitration is limited to CBA related grievances arising from the scope of bargaining.

PROCEDURE:

Informal

Within ten (10) business days after the grievant knows of, or reasonably should have known of, the grievance, the grievant shall discuss the grievance with the Administrator during lunch break or after school hours. In the absence of the Administrator, or his administrative designee, the grievant may notify the Administrator's secretary of his desire for an appointment. Within six (6) business days after presentation of the grievance, the Administrator shall give his answer orally to the employee.

Formal

Step 1: If the grievance is not resolved informally, the grievant may submit to the Administrator a completed "Grievance Report Form I" provided by the Board. This form must be submitted within ten (10) business days following receipt of the oral answer. (Appendix A) The form shall include:

- a) Name of grievant
- b) Date the alleged grievance occurred
- c) A statement of the facts giving rise to the grievance
- d) Identify the specific provision of the agreement alleged to be violated
- e) State the contention of the employee with respect to the grievance

f) Indicate the specific relief requested.

Within five (5) business days after receipt of the written grievance, the Administrator shall give the grievant an answer in writing. If further investigation is needed, additional time may be allowed beyond the five days by mutual agreement between the Administrator and the grievant. Written verification of the mutual agreement extending the time limits shall be prepared by the Administrator and signed by the grievant and the Administrator (Appendix B). A copy of the grievance and the Administrator's reply shall be sent to the grievant, the Building Representative, Association President, and the Superintendent or his designee.

Step II: If the grievance is not resolved in Step I, the grievant may, within five (5) business days of receipt of the Administrator's answer, complete Grievance Report Form II, and submit it to the office of the Superintendent (Appendix C). The Superintendent or his designee shall within five (5) business days of the receipt of the Grievance Report Form II, meet with the Grievant and the Administrator to determine the facts of the alleged grievance. A written reply of the disposition of the meeting and the grievance shall be completed within five (5) business days after the meeting. A copy of the reply shall be sent to the grievant, Building Representative, Association President, the Administrator, the Superintendent, and the President of the Board of School Trustees.

Step III: If the grievance is not resolved in Step II, the grievant may, within five (5) business days of receiving the reply from the Superintendent or his administrative designee, appeal to the Board by completing the Grievance Report Form III and submitting it to the office the Superintendent and one copy to the Association President (Appendix D). The Superintendent or his administrative designee and the Association President or his Association designee shall meet within two (2) business days after receipt of the form to set a date for the hearing. The hearing must be scheduled within ten (10) business days after their meeting and should occur within fifteen (15) business days. The meeting shall be in executive session. The Board hearing shall be moderated by the Superintendent who has no voting power. Those permitted to be present are as follows:

The Superintendent of Schools, the Director of Finance, an Administrative Representative, the Board of School Trustees, a Board Representative, the Association President and Vice President, an Association Representative, the grievant involved, and the Administrator involved. The grievant may present any facts, oral and/or written, to the Board.

The Administrator may present any facts, oral and/or written, to the Board.

After review of the facts, the Board will vote by ballot on the disposition of the grievance. A written copy of that decision shall be given to the grievant and the WCEA President.

Step IV: If the grievance is not resolved in Step III, the grievance may be submitted within five (5) business days of receiving the reply from the Board of School Trustees, to binding arbitration before an impartial arbitrator selected through the American Arbitration Association. The selection of the arbitrator and the rules which govern the arbitration proceedings shall be in accordance with the rules of the American Arbitration Association. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall

be shared by the Board and the Association.

All documents, communications, and records dealing with the processing of a grievance shall be filed in a file separate from the personnel files of the participants, and such grievance records shall not be used for employment reference purposes.

If in the judgment of the Association, a grievance affects a group of ten (10) or more employees with said employees to be identified by specific group affected by the alleged violation, the Association may submit such grievance in writing on Grievance Report Form II directly to the office of the Superintendent within five (5) business days after the Association President knows of or should have known of the grievance. The processing of such grievance shall commence at Step II of the formal grievance procedure and be processed accordingly except that the Association President or his designee and an administrator who has been made aware of the grievance, shall meet with the Superintendent or his designee to resolve the grievance. Any grievance not advanced from one step to the next by the grievant within the time limits shall be deemed resolved by the answer at the previous step. If the Administrators fail to respond within the time limits, the grievance automatically moves to the next step.

Regardless of the outcome, no reprisals shall be taken against a teacher(s) as a result of the filing of a grievance.

Upon written request to the Association by the grievant, a copy of which shall be submitted to the Administrator, an Association Representative may accompany the grievant at any of the formal steps listed in the procedure (Appendix E).

The number of days indicated at each level should be as a maximum and every effort should be made to expedite the process. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties involved may use their best efforts to process such grievance by the end of the school term or as soon thereafter as possible.

Any grievance being processed at the date of termination of this agreement shall be continued through the grievance procedure until resolution.

Starting at Step III, a teacher engaged during the school day in the investigation, preparation, or presentation of a grievance, or who is a witness for same, shall be released from regular duties for a maximum of two days without loss of pay or other benefits.

APPENDIX A

Copy To: Grievant
Principal
Building Representative
Association President
Superintendent

GRIEVANCE REPORT FORM I

Grievance No. _____ Date _____

A. Grievant _____

Building _____

B. Date of Alleged Grievance _____

C. Facts giving rise to the Grievance:

D. Specific provision of agreement alleged to be violated:

E. Contention of employee:

F. Settlement desired:

Signed _____
Grievant

Signed _____
Building Representative

Principal's Reply:

Date _____ Signed _____

Note: Refer to Step I of Article VI, Grievance Procedure

APPENDIX B

Date

It is hereby agreed that the time limits indicated in Step I of the Grievance Procedure are extended to _____

The principal shall provide his written reply to the grievant on that date.

Grievant

Principal

APPENDIX C

Copy To: Grievant
Principal
Building Representative
Association President
Superintendent

GRIEVANCE REPORT FORM II
(Copy of Grievance Report Form I attached)

A. Position of Grievant:

B. Date received by Superintendent's office _____

C. Date of meeting with Grievant and Principal _____

D. Disposition of Step II:

Signature of Superintendent

Signature of Association President

Note: Refer to Step II of Article VI, Grievance Procedure.

APPENDIX D

Copy To: Grievant
Principal
Building Representative
Association President
Superintendent

GRIEVANCE REPORT FORM III
(Copy of Grievance Report Forms I and II attached)

Date _____

A. Position of Grievant:

B. Date received by Superintendent _____

C. Date of meeting of Superintendent and Association President

D. Date set for Formal Hearing _____

E. Disposition of Step III:

Signature of Superintendent

Signature of Association President

APPENDIX E

Date

I hereby request that a representative of the Association accompany me through the formal steps of the grievance procedure.

Grievant

(Copy to be submitted to the Principal along with the submission of Grievance Report Form I.)

APPENDIX F
2022-2023 SALARY SCHEDULE

Row	BA / BS	MA / MS
0	\$40,250.00	\$43,250.00
1	\$41,750.00	\$44,750.00
2	\$43,250.00	\$46,250.00
3	\$44,750.00	\$47,750.00
4	\$46,250.00	\$49,250.00
5	\$47,750.00	\$50,750.00
6	\$49,250.00	\$52,250.00
7	\$50,750.00	\$53,750.00
8	\$52,250.00	\$55,250.00
9	\$53,750.00	\$56,750.00
10	\$55,250.00	\$58,250.00
11	\$56,750.00	\$59,750.00
12		\$61,250.00
13		\$62,750.00
14		\$64,250.00
15		\$65,750.00
16		\$67,250.00
17		\$68,750.00
18		\$70,250.00
19		\$71,750.00

\$1,500 for advancing a row in either column: \$1,500 for evaluation rating.

\$3,000 for advancing a column in same row: \$1,500 for evaluation rating, and \$1,500 for first year of possessing a content area master's degree. (Education = 50% of the salary increase).

APPENDIX G
2022-2023 NEW HIRE SCHEDULE

Row	BA / BS	MA / MS
0	\$40,250.00	\$43,250.00
1	\$41,750.00	\$44,750.00
2	\$43,250.00	\$46,250.00
3	\$44,750.00	\$47,750.00
4	\$46,250.00	\$49,250.00
5	\$47,750.00	\$50,750.00
6	\$49,250.00	\$52,250.00
7	\$50,750.00	\$53,750.00
8	\$52,250.00	\$55,250.00
9		\$56,750.00
10+		\$58,250.00

At the discretion of the Superintendent, an additional stipend equal up to to \$5,000 can be added during a new teacher's first year at WCSC in order to meet the academic needs of the school corporation. This stipend will not be added to the base salary.

APPENDIX H
EXTRA CURRICULAR 2022-2023

SPORT/CLUB/ACTIVITY	# IN CORP	BASE
<u>GROUP I</u>		
Varsity Basketball Head (Boys)	1	\$9656
Varsity Basketball Head (Girls)	1	\$9656
Varsity Football Head	1	\$9656
Agriculture Program Coordinator	1	\$9656
<u>GROUP II</u>		
Varsity Basketball Asst. (Boys)	2	\$4,248
Varsity Basketball Asst. (Girls)	2	\$4,248
Varsity Football Asst.	3	\$4,248
Varsity Wrestling Head	1	\$4,248
Marching Band Director	1	\$4,248
Agriculture Asst. Program Coordinator	1	\$4,248
Varsity Baseball Head	1	\$4,248
Varsity Softball Head	1	\$4,248
Student Services Coordinators	3	\$4,248
Radio / TV	1	\$4,248
Varsity Swimming (Boys)	1	\$4,248
Varsity Swimming (Girls)	1	\$4,248
Varsity Track (Boys)	1	\$4,248
Varsity Track (Girls)	1	\$4,248
Varsity Soccer Head (Boys)	1	\$4,248
Varsity Soccer Head (Girls)	1	\$4,248
Varsity Volleyball Head	1	\$4,248
Varsity Gymnastics Head	1	\$4,248
Varsity Cheerleading	1	\$4,248
Varsity Cross Country Head (Boys)	1	\$4,248
Varsity Cross Country Head (Girls)	1	\$4,248
Varsity Golf (Boys)	1	\$4,248
Varsity Golf (Girls)	1	\$4,248
Varsity Tennis Head (Boys)	1	\$4,248
Varsity Tennis Head (Girls)	1	\$4,248
<u>GROUP III</u>		
District Technology Coach	1	\$3,349
WHS Assistant Athletic Director (By Season)	3	\$3,349
<u>GROUP IV</u>		
Wrestling Asst.	1	\$2,848
Freshman Basketball (Boys)	1	\$2,848
Freshman Basketball (Girls)	1	\$2,848
Freshman Football Asst.	2	\$2,848
Varsity Baseball Asst.	2	\$2,848

Freshman Football	1	\$2,848
Swimming Assistant	2	\$2,848
Varsity Gymnastics Asst.	1	\$2,848
Pep Band Director (WHS)	1	\$2,848
WHS Marching Band Assistant Director	1	\$2,848
WHS Musical Director	1	\$2,848

GROUP V

Choral Director	1	\$2,149
Band Director	1	\$2,149
Show Choir Director	1	\$2,149
WHS Marching Band Assistant	1	\$2,149
Color Guard Director	1	\$2,149
Varsity Cheerleading Assistant	1	\$2,149
Football, 8th Grade	1	\$2,149
Football, 7th Grade	1	\$2,149
Volleyball Assistant	1	\$2,149
Varsity Soccer Asst. (Boys)	1	\$2,149
Varsity Soccer Asst. (Girls)	1	\$2,149
Wrestling Assistant #2	1	\$2,149
Varsity Softball Assistant	1	\$2,149
Softball Coach Assistant	1	\$2,149
Varsity Football Assistant	2	\$2,149
WHS Weight Room Supervisor	4	\$2,149
The Center Director	1	\$2,149
Robotics Club (WHS)	1	\$2,149
Freshman Cheerleading	1	\$2,149
Athletics Event Supervision	3	\$2,149
WHS Play Director	1	\$2,149

GROUP VI

Football Assistant, 8th Grade	2	\$1,851
Football Assistant, 7th Grade	3	\$1,851
Basketball, 8th Grade (Boys)	2	\$1,851
Basketball, 8th Grade (Girls)	2	\$1,851
Basketball, 7th Grade (Boys)	2	\$1,851
Basketball, 7th Grade (Girls)	2	\$1,851
Middle School Cheerleading	2	\$1,851
Concessions Supervisor (WHS)	1	\$1,851
Tennis Assistant (Girls)	1	\$1,851
Tennis Assistant (Boys)	1	\$1,851
Freshman Volleyball	1	\$1,851
Pool Director	1	\$1,851
WHS Marching Band Assistant	1	\$1,851
Freshman Baseball	1	\$1,851
Gymnastics 6th-8th	1	\$1,851
Cross Country Asst. (Boys)	1	\$1,851
Cross Country Asst. (Girls)	1	\$1,851
Track Asst. (Boys)	3	\$1,851
Track Asst. (Girls)	3	\$1,851

Musical Director Assistant	2	\$1,851
Musical Technical Assistant	1	\$1,851
Play Director Assistant	1	\$1,851
Play Technical Assistant	1	\$1,851

GROUP VII

Guidance Director (WHS)	1	\$1,350
Yearbook Sponsor (WHS)	1	\$1,350
Newspaper Sponsor (WHS)	1	\$1,350
Dept. Coordinator (WHS)	10	\$1,350
Success Coaches (Middle School)	2	\$1,350
Head Wrestling, Middle School	1	\$1,350
Track 7th & 8th (Boys)	1	\$1,350
Volleyball 6th, 7th & 8 th	6	\$1,350
Cross Country, Middle School	2	\$1,350
Track 7th & 8th (Girls)	1	\$1,350
Soccer, Middle School (Boys)	1	\$1,350
Soccer, Middle School (Girls)	1	\$1,350
Swimming, Middle School (Boys)	1	\$1,350
Swimming, Middle School (Girls)	1	\$1,350
Band & Chorus (Middle School)	2	\$1,350
Basketball, 6th (Boys)	2	\$1,350
Basketball, 6th (Girls)	2	\$1,350
Key Club	1	\$1,350
Middle School Golf	2	\$1,350
Team Leaders - Middle School (6-8)	7	\$1,350
Unified Flag Football (WHS)	2	\$1,350
Concessions (Middle School)	2	\$1,350
WHS Super Bowl Coordinator	1	\$1,350
Super Mileage (WHS)	1	\$1,350
Student Council Chair (WHS)	1	\$1,350
Choral Director Assistant (WHS)	1	\$1,350
Gymnastics Asst. Middle School	1	\$1,350
Unified Track (WHS)	2	\$1,350
JV Softball Assistant (WHS)	1	\$1,350
District Wellness Committee	3	\$1,350
Instructional Leadership Team (5 per building + 1 for WCEA)	26	\$1,350
Int'l Thespian Society / Drama Club	1	\$1,350
Building Technology Coach	5	\$1,350
Play Directors (Middle School)	2	\$1,350

GROUP VIII

Assistant Wrestling, Middle School	3	\$657
Art Activities (WHS)	1	\$657
F.H.A.	1	\$657
D.E.C.A.	2	\$657
Student Council (WHS)	2	\$657
Track Asst, Middle School (Boys)	2	\$657
Track Asst., Middle School (Girls)	2	\$657
Soccer Asst., Middle School (Boys)	1	\$657
Soccer Asst., Middle School (Girls)	1	\$657

Digital Media (Middle School)	2	\$657
Yearbook (Middle School)	2	\$657
Class Sponsors (WHS)	8	\$657
Super Bowl Coach, WHS	5	\$657
Super Bowl Coordinator - if hosting (Middle School)	1	\$657
Super Bowl Coach, WMS	4	\$657
Robotics Asst. Coach (WHS)	1	\$657
Robotics Club, Middle School (2 WMS)	3	\$657
PBIS Chair	5	\$657
Chorus (Elementary)	3	\$657
National Honor Society	1	\$657
National Junior Honor Society	2	\$657
Basketball-Grade 3 (B & G)	3	\$657
Basketball-Grade 4 (Boys)	3	\$657
Basketball-Grade 4 (Girls)	3	\$657
Basketball-Grade 5 (Boys)	3	\$657
Basketball-Grade 5 (Girls)	3	\$657
Student Council (Middle School)	2	\$657
Elementary Robotics Coach	3	\$657
Art Activities (Elementary)	3	\$657
Art Activities (Middle School)	2	\$657
Cross Country Club (Elementary)	3	\$657
eSports Coach (WHS)	2	\$657
Other Approved Clubs/Positions-MS	9	\$657
Other Approved Clubs/Positions-NWE	9	\$657
Other Approved Clubs/Positions-SE	9	\$657
Other Approved Clubs/Positions-WMS	10	\$657
Other Approved Clubs/Positions-WHS	9	\$657

The numbers of positions are inserted exclusively for reference purposes and were not bargained.

Corporation Extended Programs

Extra Duty: \$15.00 per hour

- A. Any extra duty assignment not listed in this appendix which is created during the period of this contract will be paid at the extended program hourly rate, with the maximum number of hours allowable for the assignment being subject to prior approval of the Board or its designee.
- B. Extra pay for academic program development for the Wawasee Community School Corporation shall be paid at the rate of \$28.00 per hour. Extra pay for teaching non-credit courses shall be paid at the rate of \$40.00 per hour. All programs/courses shall be subject to prior approval of the Board or its designee.

ARTICLE VII

Terms of Contract

1. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue to full force and effect.
2. This Agreement supersedes any and all agreements heretofore entered into by and between the parties and incorporates the entire agreement of the parties on all issues which were the subject of bargaining. During the term of this Agreement neither party shall be required to bargain with respect to any such matter whether or not covered by this Agreement.
3. The undersigned attest to the following:
 - a. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on September 13, 2022, and electronic participation from the parties and/or public was not permitted; and
 - b. A public meeting in compliance with I.C. § 20-29-6-19 was held on November 3, 2022, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.
4. The provisions of this Agreement shall be effective as of July 1, 2022, and shall remain in full force and effect through June 30, 2023.

This Agreement was ratified by both parties on _____.

WAWASEE COMMUNITY
EDUCATORS ASSOCIATION

WAWASEE COMMUNITY SCHOOL
CORP. BOARD OF SCHOOL TRUSTEES

President

Board President

Chief Negotiator

Superintendent

Date

Date