AGREEMENT
BETWEEN THE
BOARD OF EDUCATION
OF THE
METROPOLITAN SCHOOL DISTRICT
OF WASHINGTON TOWNSHIP
AND THE
WASHINGTON TOWNSHIP
EDUCATION ASSOCIATION
2017-2018
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ARTICLE I
RECOGNITION

Section 1. Exclusive Representative

The Board of Education of the Metropolitan School District of Washington Township (herein noted as the Board) hereby recognizes the Washington Township Education Association, Inc. (herein noted as the Association) as the exclusive representative of the bargaining unit for representation purposes under IC 20-29-1-1 et seq. and for any and all items negotiated in this agreement.

Section 2. Bargaining Unit

The bargaining unit shall consist of full-time certificated personnel employed by the Metropolitan School District of Washington Township who have no administrative or supervisory responsibilities. Excluded from the bargaining unit shall be supervisors, confidential employees, employees performing security work, any school employee whose employment is not dependent upon the holding of a license or permit, and all other personnel as excluded in IC 20-29-1-1 et seq. Among these employees, those specifically excluded from the bargaining unit, but not limited thereto, are the Superintendent, associate superintendents, assistant superintendents, directors, principals, assistant principals, administrative assistants, full-time administrative coordinators, psychologists, home school counselors, secondary school department chairpersons, and athletic directors.

Section 3. Definitions

The following terms shall apply to all articles of the Agreement.

A. The term "faculty member" or "teacher" shall mean a member of the bargaining unit.

B. The term "Board" and "Association" shall include authorized officers, representatives, and agents of the Board and/or the Association.

C. The term "school corporation" shall refer to the Metropolitan School District of Washington Township, Marion County, State of Indiana.

D. The term "full-time", solely for determining members of the bargaining unit, shall mean those faculty members who are under a regular or temporary contract and are employed two-sevenths (2/7) time or more, or who are homebound teachers scheduled a minimum of ten (10) hours each week of the school year. Further, the following condition is required to be considered full-time: The faculty member must be available to perform
the tasks assigned and required for the faculty member's position and use the skills for which the faculty member was hired.

E. The term "mutual agreement" shall mean bargaining only with ratification by the Association and approval by the school corporation prior to any changes.

**ARTICLE II**

**SALARIES**

**Section 1. Compensation**

A. **Performance Based Compensation**

1. **Starting Salary and Salary Range**

   A. **Starting Salary.**

   The starting salaries for teachers in his/her initial year of employment with the School Corporation will be the appropriate salary placement on the starting salary grid set forth in the prior year’s collective bargaining agreement. For those teachers hired after the start of the 2017-2018 school year and whose hiring is effective at or after the start of the 2018-2019 school year the starting teaching salary will be determined by the starting salary schedule set forth in Appendix 1.

   A starting teacher in his/her initial year will receive the starting salary without any Performance Based Compensation adjustment provided in Section A(2) below.

   B. **Salary Range.**

   The 2017-2018 Salary Range without raises for the 2017-2018 school year ranges from the beginning salary of $40,500 to a maximum salary of $83,317.

   The 2017-2018 Salary Range with raises for the 2017-2018 school year ranges from the beginning salary of $41,000 to a maximum salary of $84,617.

2. **Performance Based Compensation**

   a. **General Provisions**

   This section will be applicable to any raise or increase provided to teachers after his/her initial year of employment on a regular
teacher’s contract. The Performance Based Compensation statutory criteria of Evaluation and Experience will be utilized.

Teachers who receive a 2016-2017 evaluation ranking of “needs improvement” or “ineffective” are ineligible for any raise, increase, or stipend for the 2017-2018 school year, except if that teacher qualifies for the exception of IC 20-28-9-1.5(d) and in such a case that teacher will be eligible. A teacher (1) rated ineffective or improvement necessary, or (2) determined to have a negative impact upon student learning pursuant to IDOE guidelines, may not receive any salary base raise or stipend for the following year.

Teachers who met the criteria in subsection b below the previous school year but are on leave for the entire current school year will receive this school year’s increase in their base salary when the teacher returns to active at-work status.

A teacher’s base salary raise will be based on evaluation (80%) and experience (20%).

Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However in the event that there are funds that were otherwise allocated for teachers rated in ineffective or improvement necessary, those funds will be distributed to eligible teachers in the form of a stipend.

The 2017-2018 school year is a transition year and pursuant to the 2017 Compliance RUBRIC of the Indiana Education Employment Relations Board flexibility has been provided to the parties with compliance with the statutory requirements of IC 20-28-9-1.5. This transition flexibility has been utilized by the parties.

b. Evaluation

Evaluation eligibility will be defined as all of the following:

1. Did not have an evaluation ranking for the previous year of either “ineffective” or “needs improvement”;
2. Were eligible to receive an evaluation pursuant to the Metropolitan School District of Washington Township’s Teacher Evaluation Guidelines in the prior school year;
3. Were determined as not having a negative impact upon student learning pursuant to the IDOE guidelines; and

4. Meets the exception of IC 20-28-9-1.5(d).

c. Experience

Experience eligibility shall be defined as the requirement to be present for a minimum number of days in the 2016-2017 school year in order to receive a qualifying evaluation in the Metropolitan School District of Washington Township.

d. Base Increase

A teacher who meets both of the eligibility statutory factors will receive a base salary increase that is the sum of the following:

1. a base salary increase that is the lesser of (i) Four Thousand Dollars ($4,000.00) or (ii) a base salary increase to raise the teacher’s respective salary to the corresponding level on the following reset grid:

   3 years = $43,007.00
   4 years = $44,856.00
   5 years = $46,706.00
   6 years = $48,555.00
   7 years = $50,404.00
   8 years = $52,253.00
   9 years = $54,102.00
   10-16 years = $55,952.00

   The number of years in the above reset grid refers to the number of years of experience as a teacher within the School Corporation.

   and

2. In addition to the base salary increase in sub-section 1, a base salary increase in the amount of One Thousand Three Hundred Dollars ($1,300.00).

Any increase to the salary base for teachers under this sub-section will be retroactive to the start of the 2017-2018 school year.

e. Stipend
A teacher will receive a one-time stipend of Two Hundred Fifty Dollars ($250.00) for the 2017-2018 school year. Any stipend(s) will be paid to any qualifying employee who also worked or was on paid leave status (including FMLA Leave) on December 1, 2017. Any stipend(s) will be paid before winter break. Stipends are provided outside of the compensation plan in accordance with the IEERB Teacher Compliance Rubric, updated 6/2016, p.7.

B. INPRS

The Board shall pay to the Indiana Public Retirement System ("INPRS") the teacher's three percent (3%) contribution obligation to the INPRS.

C. Daily Rate

A teacher’s “daily rate” shall be determined by dividing the teacher’s Regular Teacher’s Contract Salary by the number of teacher contract days in the Regular Teacher's Contract.

D. Hourly Rate

A teacher’s “hourly rate” shall be determined by dividing the daily rate by 7, subject to State statutes and regulations for determining an hourly rate for Supplemental Service Teacher Contracts, or as those may be revised.

E. Summer School

Teachers will be paid only for each day worked during summer school.

F. Homebound

A homebound teacher who is part of the bargaining unit shall be paid his/her hourly rate (up to $50/hour) for each hour of instruction, as defined in Section 1(C), above.

G. National Board Teacher Certification

A teacher who possesses a valid National Board of Professional Teaching Standards ("NBPTS") Certification at the beginning of the school year will be paid a stipend of One Thousand Dollars ($1,000.00). This stipend is provided outside of the compensation plan in accordance with the IEERB Teacher Compliance Rubric, updated 6/2016, p.7.

H. Additional Compensation for Teaching Classes in Excess of the Normal Full Load
Faculty members who are required to teach an additional class above the normal full load assignment as defined through discussion for their employment shall receive additional compensation in an amount equal to the appropriate proportional increase of their individual daily base salary for the duration of the assignment, to be fully compensated by the first pay after the concluding date of the assignment.

Section 4. Extra-Curricular Pay Schedules

A. Extra-Curricular Schedule

Faculty members involved in extra-curricular activities shall be compensated according to the schedule set forth in Appendix 2-A and Appendix 2-B.

B. Athletic Schedule

The athletic schedule contained in Appendix 2-A shall be applicable to all athletics. It is not the intent of either the Board of Education or the Association to allow discrimination in the compensation of coaches on the basis of sex.

C. New Positions

The Association agrees that the Board has authority to establish new positions of an extra-curricular or extra duty nature during the term of this Agreement and to recommend the rate of pay for the position. The Board recognizes a responsibility to advise the Association of the newly created position and recommended rate of pay, as well as the right of the Association to negotiate the rate of pay.

Section 5. Payment of Salaries

A. Pay Periods

The annual contract salary of faculty members shall be paid in twenty-one (21) consecutive bi-weekly payments, except that on written irrevocable notice prior to August 1\textsuperscript{st}, an individual staff member may select to receive his/her contract salary in twenty-six (26) consecutive bi-weekly payments. If a newly employed teacher with the School District does not make an election prior to the teacher’s first work day, that teacher will be paid by the twenty-one (21) pay option until a timely election is made by that teacher. For those teachers who have made a timely election, elected pay option shall remain in effect unless changed in writing by the date noted above.

Effective with the 2014-2015 school year, returning teachers will be paid
on the same payment basis as the 2013-2014 school year unless a change is timely elected.
Certain extra-curricular positions which are set forth in Appendix 2-B will be paid in two pays as indicated in Appendix 2-B.

Except as otherwise specifically provided in this section, but otherwise in accordance with section 409A of the Internal Revenue Code and the Treasury Regulations thereto ("409A"), the time or schedule of any payment of salary will not be accelerated.

Teachers retiring pursuant to the Indiana Public Retirement System ("INPRS") at the end of the school year will receive their remaining pay before the end of June. Teachers otherwise resigning by June 7 without retiring at the end of the school year with the INPRS, that teacher may choose to receive their remaining pay in accordance with the district’s regularly scheduled pay dates otherwise the teacher will be paid out on the pay date for the pay period which includes the last day of work. Teachers resigning after June 7th will be paid out at the pay date for the pay period in which the last day of work occurs.

A teacher who resigns and leaves employment before the end of the school year or who dies during the school year will receive their remaining pay in the pay check for the pay period immediately following the pay period in which the teacher died or had their last paid day.

It is intended that the foregoing provisions will comply with the provisions of 409A, so as to prevent the inclusion in gross income of any benefit accrued hereunder in a taxable year that is prior to the taxable year in which such amount would otherwise be actually distributed or made available to the teacher. The foregoing provisions of this section shall be construed and administered in a manner to comply with 409A and shall not be amended or terminated in a manner that would cause a teacher's salary to be subject to early inclusion in income as provided in 409A.

The first pay day for the 2017-2018 school year will be August 31, 2017. In no case, shall this schedule cause more than 26 pay days in any calendar year except those teachers who have been on a pay schedule or receives his/her first pay check earlier than the regularly scheduled pay date. Commencing with the 2018-2019 school year, those teachers who had been receiving their pay on an earlier schedule than the regular schedule will have their pay date schedule changed so that all teachers will be on the same pay date schedule. Each of those employees will be individually offered the following two options:

1. Twenty-seven (27) pays for the 2017-2018 school year; or
2. A four (4) week gap between the last pay for the 2017-2018 school year and the first pay of the 2018-2019 school year.

Section 6. Deductions for Absence

Deductions for daily absences of faculty members covered by provisions, hereinafter listed, shall be made at the rate of one over the number of days contracted of the annual contracted salary.

Section 7. Reimbursement for Automobile Use

A. Mileage

Faculty members required to use their personal automobile in the course of their work to drive between buildings or authorized business of the school district, shall receive mileage payments at the I.R.S. rate per mile for mileage driven when itemized on the prescribed travel claim form. The Board shall provide supplemental liability protection on these occasions limited to the amount of coverage provided in Article VII, Section 5 of this Agreement.

Section 8. Adult Evening School Course Tuition Free Enrollment

Faculty members may register for courses offered in the Adult Evening School Program by the School Corporation. In the event the minimum enrollment has been met and the maximum enrollment has not been exceeded, as of the end of the first scheduled class session, faculty members will be accepted for enrollment without charge for tuition. In the event that openings are available prior to the second session, in classes previously reported as at the maximum enrollment, they will be filled from those on the waiting list with paying participants receiving first priority and then teachers in order of registration.

Section 9. Faculty Pass to Athletic Events

All faculty members and a guest may attend, without charge, all athletic events sponsored by the school system, except tournaments. Faculty members will use their district issued ID badge to gain admittance to athletic events in the district for themselves and a guest. The parties agree that teacher presence at athletic events improves community relations and overall conduct.

Section 10. Professional Development Compensation

Any professional development work performed beyond the contractual year or contractual day shall be compensated at a rate determined by the Board of Education.
Section 11. Additional Employment of Part-Time Teachers

A. Part-time Rates

Teachers employed on a contract providing less than full-time employment shall be paid the difference between their contracted daily rate and a full-time daily rate for their training and experience when they are required to be at work for a full-day, except as noted in Paragraph B following.

B. Substitute Rate

Teachers employed on a contract providing less than full-time employment who accept a substitute teacher assignment shall be paid no less than two-third (2/3) of the substitute teacher rate determined solely by the Board, unless the substitute assignment is with the class normally a part of the teacher's regular assignment. In those cases where the substitute assignment is with the class normally a part of the teacher's regular assignment, the rate of pay shall be the difference between the teacher's contracted daily rate and a full-time daily rate for the teacher's training and experience.

Section 12. Background and Criminal History Checks

The School Corporation shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per IC 20-26-5-10. However, new teachers shall be required to pay costs of all criminal history and child protection index checks as part of the hiring process.

ARTICLE III
LEAVES

Section 1. Definition of Days

For the purposes of the leave article, reference to "day" shall be interpreted as a time period equal to the length of the individual teacher's paid day.

Section 2. Illness Leave

A. Leave Provisions

Each faculty member shall be granted ten (10) days of Illness leave to prevent loss of compensation for the following:

1. physical disability, illness, injury, medical appointment, or quarantine of the teacher; or
2. physical disability, illness, injury, medical appointment, or quarantine of a member of the teacher’s immediate family as defined in section 6(B) below.

B. Illness in Family

The term "immediate family" shall be interpreted as spouse, children, parents, sisters, brothers, grandparents, aunt, uncle, grandchildren, and each similar relationship established by marriage and any other legal dependent.

C. Accumulation of Illness Leave

1. Accumulation. Accumulated illness leave may be accumulated by one or more of the following three (3) means:

   a. Any unused annual illness days will transfer to the accumulation of illness leave at the end of the school year.

   b. Any unused personal business leave days will transfer to the accumulation of illness leave at the end of the school year.

   c. Staff members in his/her second year of employment and thereafter transferring illness leave to MSD Washington Township may transfer up to three (3) days per year to accumulated illness leave.

2. Use of Accumulated Illness Leave. Accumulated Illness Leave may be used for the following:

   a. in the event that teacher uses up their annual illness leave entitlement, a teacher may use accumulated illness leave for his/her personal disability, illness, injury, medical appointments, or quarantine of the teacher; or

   b. in the event that the annual entitlement of personal business and annual illness leave have already been exhausted, a teacher may use up to fourteen (14) days of accumulation illness leave per school year to deal with a member of the teacher’s immediate family, as defined in section 6(B), in regards to physical disability, illness, injury, medical appointments, or quarantine.
D. **Assault Leave**

Absence of a faculty member due to injury and/or disability resulting from an assault by a student, parent of a student, or legal guardian of a student, shall not be charged against the faculty member's personal illness leave if it is determined that the assault was related to the performance of assigned duties by the faculty member. During the period of absence, the faculty member's salary and benefits shall continue, subject to the following limitations:

1. The days for which salary and benefits shall continue under the Assault Leave shall be limited to the number of days of personal illness days accumulated by the faculty member as of the first day of absence due to injury and/or disability resulting from the assault.

2. If Workers' Compensation benefits are paid to the faculty member, the faculty member shall return the benefits to the Board.

The combined total number of calendar days for which the faculty member can receive salary and benefits under assault leave and personal illness leave shall extend only to the day on which a faculty member becomes eligible for long-term disability insurance coverage, and on that date, salary and benefits shall terminate.

E. **On the Job Injury Leave**

The seven (7) day waiting period for Workers' Compensation will not be charged against illness leave and there will be no salary loss during the waiting period if the injury or illness qualifies for Workers' Compensation coverage.

Section 3. **Personal Business Leave**

A. **Leave Provisions/Procedures**

Each faculty member shall be entitled to at least four (4) days for the transaction of personal business, the conducting of personal or civic affairs and/or the observance of religious holidays during each year of employment without loss of compensation for the absence. A Personal Business Notification Form (Appendix 3) shall be submitted to the building principal or immediate supervisor prior to the leave. Should a personal emergency result in the use of one or more Personal Business Days, the principal or immediate supervisor shall be notified within 24 hours.
B. Accumulation

Any unused annual entitlement of personal business days will be added to the accumulation of illness leave.

C. Standards

Each faculty member will be highly ethical in choosing to take a personal leave day. It is the intent that personal leave days are not to be used for the sole purpose of extending a holiday or school recess period.

Section 4. Bereavement Leave

A. Leave Provisions

In case of death(s) within the immediate family, the faculty member shall be provided with a leave up to five (5) contract days immediately following the death, and shall be fully compensated for any of days on which school is in session, provided, however, that if the death occurs during the calendar week prior to the week in which teachers return to work from Summer, Holiday or Spring recess, the teacher's bereavement leave period shall extend to the end of the week in which the teachers return to work, and the teacher shall be compensated for any of the days in the bereavement leave period on which teachers are scheduled to report to work. In the event the funeral of a family member is delayed, up to five (5) contract days of the bereavement leave may be postponed to coincide with the funeral.

B. Immediate Family Definition

The immediate family shall be interpreted as spouse, children, parents, sisters, brothers, grandparents, aunt, uncle, grandchildren, and each similar relationship established by marriage and any other legal dependent.

C. Summer School

Bereavement leave in case of death within the immediate family shall also be available to faculty members employed in summer school.

D. Other Bereavement Leave

Leaves not to exceed one (1) day will be granted for funerals in case of death(s) of other family members or that of close friend(s). Arrangements shall be made with the principal one (1) day in advance of the absence.

E. Executor/Executrix Leave

In the event that a faculty member is named Executor/Executrix of an
estate, that member shall receive up to two (2) leave days within the
twelve (12) months following the death to conduct the business of the
estate.

Section 5. Professional Leave

A. Purpose

Professional leave days with pay may be granted for the purpose of:

1. Attending and/or participating in professional meetings related to
   education workshops, seminars, or conferences.

2. Visiting other classrooms, schools, or educational facilities for the
   purpose of observing instructional techniques or other
   instructionally oriented programs.

   Professional leave opportunities sponsored by the school district
   will be communicated to the appropriate grade level or subject area
   staff members. When other professional leave opportunities are
   communicated to staff members they will be communicated to all
   applicable staff members. No teacher will be discouraged from
   filing application for professional leave.

3. Professional growth activities pursuant to Policy #3242, or its
   successor.

B. Procedures

Any faculty member who wishes professional leave for the purposes noted
in this section shall submit the request to his/her building administrator.
Written appeals of any denials shall be forwarded to the Superintendent
for action. The Superintendent will respond to the teacher, in writing, and
send a copy to the Association President. The faculty member will receive
written notification of approval or disapproval. If the request is not
approved, the reason(s) for disapproval shall be stated. If approval is
given, a substitute faculty member may, when appropriate, be acquired by
the administration for the day or days the regular faculty member is on
professional leave.

C. Funds

Funds may be provided toward defrayment of expenses incurred by the
above-mentioned leaves, except that a faculty member may also be
granted the leave at his/her own expense. Faculty members will be
expected to give adequate notification on the professional leave form.
Forms are available in each school office.
D. Report

The faculty member shall report to the principal on the workshop, seminar, or conference activities. The report shall include recommendations that would benefit his teaching area, school, or school system.

E. Education Leave

A faculty member may, at the discretion of the Superintendent, be granted leave without pay for the purpose of enrolling, attending, or traveling to the place where graduate summer school classes are to be held.

Section 6. Jury Duty/Legal Leave

A faculty member, either in regular school or in summer school, called for jury duty, subpoenaed to give testimony before a court (except to give testimony for an alleged personal violation of the law or as a party to a lawsuit, neither of which is related to the faculty member's professional responsibilities), or subpoenaed to give testimony before a governmental administrative board, shall receive full compensation for the leave less the per diem amount received from the court or agency, exclusive of mileage and/or meal reimbursement.

Section 7. Association Release Time.

A. The Association President or designee shall be entitled to forty-six (46) days leave for use during the school year to engage in Association activities directly related to the Association's duties as the exclusive representative of the teachers without loss of compensation. The Association will pay the current cost of the substitute.

B. Also, if needed at the discretion of the Association President, the Association President will be released from the fifty (50) minute Wildcat Wednesday Time period. This Association release time subsection B will sunset and no longer be effective, absent a new agreement, when the current Association President as of the date of ratification of this Agreement is no longer serving as President.

Section 8. Unpaid Leave of Absence

A. Purpose: Personal

An unpaid leave of absence of not more than one (1) school year shall be granted to any faculty member, upon application, for the purpose of:

1. A health leave for a faculty member requiring treatment or
recuperation, provided that the need for action is certified by the attending physician.

2. Assuming responsibilities associated with the immediate family resulting from illness or other conditions of an emergency nature provided that such action is verified by the attending physician.

3. To care for a child from anytime following the birth or adoption of the child until one (1) year following the birth or adoption. A copy of the child's birth or adoption certificate shall be submitted with the application for the leave.

B. **Purpose: Training**

An unpaid leave of absence of not more than one (1) school year may be granted to any tenured faculty member, upon application, for the purpose of:

1. Engaging in additional studies at an accredited college or university.

2. Obtaining additional teaching background and experience by participating in an Exchange Teacher Program, foreign or domestic; full time participation in any government sponsored training or education program such as VISTA, Job Corps, Peace Corps, etc.; teaching in an American dependent school, foreign, or domestic; for purpose of participating in an approved cultural travel or work program related to his or her professional training. Experience credit will apply to those faculty members who are on leave as detailed in this paragraph.

C. **Purpose: Officers/Staff**

A leave of absence shall be granted a tenured faculty member for the purpose of serving as an elected officer or staff member of a professional association, either local, state, or national. The leave shall be limited to the term of office for elected officers and one (1) year for staff members.

In the event that a leave of absence on an occasional basis is granted to a tenured faculty member for the purpose of serving as an elected officer or a staff member of a professional association, either local, state, or national, the applicable association shall reimburse the school corporation for the total amount of the teacher's salary rather than the teacher suffering a loss of pay.
D. Application

The application for the leave shall indicate the faculty member's anticipated date of return to the school system. The returning teacher must confirm the date of return, in writing, thirty (30) days prior to the anticipated date. Upon request, the Superintendent may, at his/her discretion, extend any leave for a period of one (1) school year.

E. Placement Upon Return

Upon ending unpaid leave, a teacher shall be placed in the same or equivalent position for which the teacher is certified.

Section 9. Military Leave

A. Full Time

Military leave will be granted to any faculty member who is inducted or enlists in any branch of the Armed Forces of the United States. The period of time that a non-tenure faculty member is on military leave does not count toward the achievement of tenure status. Upon return from the leave, a faculty member will be placed on the salary schedule at the level which would have been achieved had the faculty member remained actively employed in the system during the period of the faculty member's absence up to a maximum of four (4) years credit for all military service. The faculty members shall have up to ninety (90) days after release from active duty to notify the Board of his/her intention to return to the system.

B. Periodic

Members of the Indiana National Guard or of the reserve components or the retired personnel of the naval, air, or ground forces shall be entitled to leave of absence as provided by statute.

Section 10. Pregnancy/Childrearing Leave

A. Pregnancy Leave

Pregnancy leave shall be available to any teacher who is pregnant. The leave shall be for any period of time between the commencement of pregnancy and one (1) year following the birth of the child as requested by the teacher.

1. Use of Illness Leave

Pregnancy leave shall be without pay except that all or part of the leave may be charged, at the teacher's discretion, to her available
illness leave days. During the first six (6) week period after the date of birth no medical certification of disability will be required in order to use illness leave days. Beyond the six (6) week period after the date of birth, the use of illness leave days may require the certification of disability by the attending physician if requested by the Board.

2. **Application**

Applications for pregnancy leave must be given to the Superintendent. If the necessity for the leave is foreseeable based on the expected birth, the teacher shall provide the Superintendent with not less than thirty (30) days’ notice before the date the leave is to begin, except that if the date of birth requires the leave to begin in less than thirty (30) days, the teacher shall provide such notice as is practicable. The applications must include the following:

   a. Starting date of the leave.

   b. Expected length of the leave.

   c. Physician's statement certifying the pregnancy and any period of disability should such exists.

3. **Emergencies**

   In the event of an untimely termination of a pregnancy, any teacher who has not been granted pregnancy leave may request and shall be granted an unpaid leave of up to twelve (12) weeks.

B. **Child Rearing Leave**

Child rearing leave is available to any teacher for a period of time not to exceed one (1) year following the birth of a child. The leave shall be without pay. If a leave extends into a summer break, the teacher has the responsibility to contact the Human Resources Office by May 1st to confirm the arrangement for a return to work date or to give notice of resignation.

1. **Application**

   Applications for child rearing leave shall include the following:

   a. Starting date of the leave.

   b. Expected length of the leave.
c. Birth certificate of the child.

2. Exception

In those cases where both parents are employees of the Board, child rearing leave shall only be available to one parent, and may only be taken in a continuous block of time following the birth.

C. Scheduling

It is recognized by both the Board and the Association that it is in the best interest of the educational process that pregnancy and/or child rearing leave should be scheduled so as to begin and end concurrently with the beginning of either a grading period or a vacation period. In addition, the teacher has a responsibility to contact the administration at least thirty (30) days in advance of the expected return date to confirm the arrangements or to give notice of resignation.

D. Placement Upon Return

Upon ending a pregnancy or child rearing leave, a teacher shall be placed in the same or equivalent position for which the teacher is certified.

E. Benefits

All benefits to which a faculty member was entitled at the time of the beginning of a pregnancy or child rearing leave, including unused accumulated illness leave and years of credit toward tenure eligibility, will be restored to the staff member upon return from leave, except that any accumulated illness leave used as a portion of the pregnancy leave will be deducted from the accumulation.

Section 11. Adoptive Leave

A. Paid Leave.

A teacher who is in the process of legally adopting a child of any age shall be granted ten (10) days of leave, of which eight (8) days must be consecutive, during the adoptive process without loss of compensation.

B. Unpaid Leave

1. Length.

Adoptive leave of one (1) year shall be granted to a faculty member. Any faculty member in applying for adoptive leave shall notify the Superintendent in writing. If the necessity for the leave
is foreseeable based upon the expected placement of the child, the teacher shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin, except that if the date of placement requires the leave to begin in less than thirty (30) days, the teacher shall provide such notice as is practicable. The leave period shall start when a child is physically given over to the care of the faculty member-parent.

2. Extension of Unpaid Adoptive Leave

Leave of this nature shall be without pay or increment and shall be granted, as requested, for a period not to exceed one (1) year. Upon request prior to April 1, the faculty member-parent may be granted an extended leave of one (1) additional year.

C. Benefits

A faculty member on an adoptive leave shall be afforded the opportunity to continue his/her participation in any insurance program to which he/she was entitled as a faculty member under contract, at his/her own expense, beyond twelve (12) weeks of FMLA leave.

Section 12. Compensatory Leave

A. Compensatory Leave

If, at the end of the school year, any teacher who has accumulated less than six (6) but at least four (4) hours of class cover leave, the teacher shall be credited with one (1) day of compensatory leave, and if any teacher has accumulated at least three (3) hours of class cover leave, the teacher will be credited with one-half (½) day of compensatory leave for use the following year. Compensatory leave accumulated under the provisions of this section must be used in no less than half-day (½) portions.

B. Payment

In the event a teacher (during a time when the teacher has no assigned duty or during the teacher's assigned preparation period) is asked by the administration to substitute for another teacher, and accepts, the principal shall credit the teacher with compensatory leave time equivalent to the nearest half hour or half period above the amount of time the teacher acted as substitute. If the class cover occurs in a block schedule situation, each middle school block covered is equal to two hours of class cover. Six (6) hours of compensatory leave time under this paragraph is equivalent to one (1) day's compensatory leave. Upon accreditation, the principal shall provide the teacher with written documentation of the credit. Forms shall
be available at each school's office for documentation of compensatory leave.

C. Exception

In the event that the schedule for a school or grade level must be altered due to causes such as, but not limited to, convocations, school programs, or field trips, teachers may not receive class cover credit for the alteration, provided that advance notice of at least one (1) week is given for the alteration.

D. Charged Leave

Further, in the event that a teacher is covered for by other teachers, as a result of personally requesting an absence from the principal, the teacher, whenever covers accumulate to three (3) class periods or one hundred fifty (150) minutes when class periods are not defined, shall have one-half (½) day of leave charged to him/her. Leave time charge shall first be made against earned compensatory leave and if none is available the leave shall be considered as personal business leave, and if this is not available it shall be non-paid leave, except that if the majority of the accumulation results from time used for medical purposes, then the leave time charged shall be made against illness leave time.

E. Accumulation

Compensatory leave must be used no later than the end of the school year following the year in which the leave is earned. Unused compensatory leave days will then accumulate as additional personal business leave, subject to the restrictions placed upon the accumulation of personal business leave. Once the maximum accumulation of personal business days has been reached, any additional unused compensatory leave days will be added to the accumulation of personal illness leave.

Section 13. Political Leave

A. Public Office/Campaign

Leave without pay shall be granted to any faculty member to serve in public office. In addition, a reasonable period of time may be granted to a faculty member for the purpose of campaigning for public office provided evidence is submitted to the Superintendent that the teacher's campaign activities will interfere with the performance of his/her contractual obligations. The time on leave shall not be credited toward the attainment of tenure; however, the service credit will not be broken.
B. **Creditable Service**

Increment pay shall be granted for service in the Indiana General Assembly provided that the faculty member accrues one (1) year of creditable service, the service being the equivalent of one hundred twenty (120) full days teaching service acquired during a twelve (12) month period ending June 30. No other public office holding shall qualify for increment pay.

C. **Notification**

The faculty member shall notify the Superintendent of his/her intent prior to the time he/she files for office.

D. **County Election Board**

One (1) day leave with pay shall be granted to any teacher who is employed by a county election board for the purpose of working in a poll on a general election day or a primary election day. This leave shall be limited to two (2) days per contract year.

**Section 14. Leave Reporting**

The Board shall report to each teacher the total current leave accrued by and available to the teacher as of the preceding payday. The report shall be included on the teacher's paycheck or pay memo stub. The report shall include remaining available illness and personal business leave.

**ARTICLE IV**

**INSURANCE**

**Section 1. Medical Insurance**

A. **Medical Insurance/School Corporation Contribution**

1. The following contributions will be paid to the Group Health Insurance Fund. The School Corporation shall contribute monthly the following toward each tier of the group health insurance plans as follows:

   - Single Plan $638.02
   - Employee + Spouse $1,244.14
   - Employee + Child(ren) 1,076.96
   - Family 1,476.90
The School Corporation will pay the following amount towards group health insurance premiums relative to the group health insurance plan that is effective January 1, 2018:

<table>
<thead>
<tr>
<th>Plan Description</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Plan</td>
<td>$657.16</td>
</tr>
<tr>
<td>Single Plan, Choice 2 only</td>
<td>$655.83</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$1,281.46</td>
</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>$1,109.26</td>
</tr>
<tr>
<td>Family</td>
<td>$1,521.21</td>
</tr>
</tbody>
</table>

This contribution will be the same for either the PPO Plan or the HDHP Plan.

The teacher’s contribution will be deducted from all the pay checks a teacher has for the school year (either 26 or 21 pays).

B. **Part-Time Staff/Board Contribution**

Staff members employed at least forty-three percent (43%) time, but less than seventy-one percent (71%) time shall be eligible for a Board payment equal to one-half that for a full-time faculty member, and those employed at least seventy-one percent (71%) time, but less than full-time shall be eligible for a Board payment equal to three-fourths that for a full-time faculty member. Teachers on a FMLA reduced leave schedule are not considered part-time employees and insurance benefit payments shall be governed by Article VII, Section 10.

C. **Limitations**

In no case shall the monthly premium provided by the Board exceed the actual monthly premium for the plan selected except as provided for in Section A above. In the event that both a husband and wife are eligible for this payment, one spouse may elect to take an appropriate plan and the monthly Board contribution of each may be applied to the appropriate plan. (The term “appropriate plan” shall mean either the employee plus spouse or family, whatever tier fits the married couple’s situation.) In the event this arrangement should pay the entire premium, the employee carrying the plan will be responsible for a payment of one dollar ($1.00) annually.

D. **Information Availability**

The Board shall request the carriers to provide information concerning the respective group hospitalization, and medical policy upon a request from the Association.
E. **Enrollment**

For any new teacher hired to the School District, insurance will begin on September 1 of each new school year. For any new teacher hired after September 1, their insurance will begin the month after they were hired.

A faculty member may apply for membership or make changes in an existing membership in the insurance program(s) according to the terms of the master insurance contract with the providers. Membership or changes shall become effective on the first of the month following application and the withholding of the appropriate premium payments, subject to any limitations imposed by the carrier. If the contribution should pay the entire monthly premium, the employee will be responsible for a payment of one dollar ($1.00) annually. Faculty members who do not make this election may remain in the group subject to the terms and conditions imposed by the carrier.

F. **Changes**

During the term of this agreement the providers and benefit schedules of health and dental care insurance shall remain unchanged, except that they may be changed after a review of options is completed and there is mutual agreement between the Board and the Association as to the new carrier and/or benefits schedules. The joint committee to review the possible options will be composed of bargaining unit members appointed by the Association and administrators appointed by the Superintendent.

G. **Health and Wellness Clinic.**

The cost of the established Health and Wellness Clinic will be paid for through premium deductions and the corporation will directly pay the clinic vendor.

H. **Biometric Screening**

All teachers and their spouses enrolled in the MSDWT Health Plan will be required to undergo a Biometric Screening. The Biometric Screening shall be conducted by January 31st of each school year. Those teachers and spouses covered by the MSDWT health care plan that have not had their Biometric Screening after June 1st but before January 31st will incur a premium increase of $75.00 per month beginning February 1st of each school year and continuing through December 31 each year.

**Section 2. Dental Insurance/Board Contribution**

A. **Dental Insurance/Board Contribution**

The Board shall provide each eligible full-time faculty member with a monthly payment for the dental plan as follows:
### Single Plan

- **Single Plan**: $26.84
- **Employee + Spouse**: $52.43
- **Employee + Children**: $54.93
- **Family**: $62.00

#### B. Part-Time Staff/Board Contribution

Staff members employed at least forty-three percent (43%) time, but less than seventy-one percent (71%) time shall be eligible for a Board payment equal to one-half that for a full-time faculty member, and those employed at least seventy-one percent (71%) time, but less than full-time shall be eligible for a Board payment equal to three-fourths that for a full-time faculty member. Teachers on a FMLA reduced leave schedule are not considered part-time employees and insurance benefit payments shall be governed by Article VII, Section 10.

#### C. Limitations

In no case shall the monthly premium provided by the Board exceed the actual monthly premium for the plan selected. In the event that both a husband and wife are eligible for this payment, one spouse may elect to take an appropriate plan and the monthly Board contribution of each may be applied to the appropriate plan. (The term “appropriate plan” shall mean either the employee plus spouse or family, whatever tier fits the married couple’s situation.) In the event this arrangement should pay the entire premium, the employee carrying the plan will be responsible for a payment of one dollar ($1.00) annually.

#### D. Enrollment

Effective with the 2012-2013 plan year for health insurance, the following group of teachers may elect to be separately enrolled in the dental insurance plan:

1. Those teachers immediately prior to the 2012-2013 health insurance plan year who were enrolled in the health insurance program.

2. Commencing with the 2012-2013 dental plan year, those teachers who are eligible for his/her initial enrollment or are enrolled because of a HIPAA qualifying event may elect to enroll in the dental insurance program.

There will be an open enrollment period in the Fall of 2016 for dental insurance effective for enrollment on January 1, 2017.
Section 3. Group Term Life Insurance

A. Coverage

The Board shall provide, at an employee cost of one dollar ($1.00) annually, life insurance protection for each faculty member.

B. Face Value

The face value of the insurance for full-time faculty members, up to age 70, subject to terms and conditions imposed by the carrier, shall be fifty thousand dollars ($50,000) with an Accidental Death and Dismemberment Rider attached.

Faculty members employed at least half-time shall have a policy with a value of twenty-six thousand dollars ($26,000). Faculty members employed less than half-time shall have a policy with a face value of sixteen thousand five hundred dollars ($16,500).

C. Beneficiary

Death benefits provided by the life insurance shall be paid to the faculty member's designated beneficiary.

D. Carrier

During the term of this agreement the provider of life insurance shall remain as it was on June 1, 2009, except that it may be changed after a review of options is completed and there is mutual agreement between the Board and the Association as to the new carrier.

E. Additional Coverage

It is agreed that the Board shall make provision for payroll deduction to pay the premium for additional life insurance purchased by faculty members for the teacher or the teacher's spouse and/or dependent/s according to the terms and conditions set forth by the carrier.

Section 4. Long Term Disability Insurance

A. LTD

Maintain fully paid Long-Term Disability Group Insurance Plan by the School District.

Beginning with the 2008-2009 school year, the School District will no longer purchase the LTD benefit for teachers using School District funds. All teachers will remain enrolled and all future hires will enroll as a condition of employment.
The entire LTD premium will be paid through the employee’s payroll deduction. These employee paid premiums shall not be paid through the School District’s Section 125 Plan. With the beginning of the 2008-2009 school year, the salary schedule was increased by forty-five hundredths percent (0.45%) to offset the cost of the teachers paying the premium. This was a one-time, permanent adjustment.

B. Coverage

The policy provided shall have coverage up to 66 2/3 percent of the faculty member's current base salary to a maximum of $6,000 monthly after ninety (90) consecutive calendar days of absence due to illness or injury, subject to terms and conditions imposed by the carrier.

C. Carrier

During the term of this agreement the providers and benefit schedules of Long-Term Disability insurance shall remain as they were on June 1, 2009, except that they may be changed after a review of options is completed and there is a mutual agreement between the Board and the Association as to the new carrier and/or benefits schedules. The joint committee to review the possible options will be composed of bargaining unit members appointed by the Association and administrators appointed by the Superintendent.

Section 5. Vision Insurance

The School District will offer single group vision coverage. The Board shall provide, at an employee cost of one dollar ($1.00) annually, single group vision insurance.

Section 6. Prescription Safety Lenses

The School District will reimburse JEL employees up to $100.00 each year for the purchase of Prescription Safety Lenses when such Safety Lenses are required to be worn in order for the employee to perform their job duties which currently includes only the positions of auto maintenance, auto collision, welding, and advance manufacturing. In order to obtain reimbursement, the employee must turn in the receipt indicating that the purchase is for prescription safety lenses.

Section 7. Workers' Compensation Insurance

The Board shall provide Workers' Compensation Insurance to all faculty members.

Section 8. Liability Insurance

The Board shall provide liability insurance with policy limits of at least two
million dollars ($2,000,000) per occurrence to protect faculty members from suits arising from or in the performance of their duties.

Section 9. Coverage While on Leave

A faculty member on an extended leave shall be afforded the opportunity to continue his/her participation in any insurance program to which he/she was entitled as a faculty member under contract, at his/her own expense, unless the insurance carrier objects to such a procedure.

Section 10. Section 125 Plan

A Section 125 Flexible Benefit Plan will be available to all members and retirees of the bargaining unit.

Section 11. Wellness and Employee Assistance Programs

The provisions for and the governance of the school corporation's Wellness and Employee Assistance Programs shall be by Policy 3170, and accompanying Guideline 3170, that shall not be altered during the terms of this agreement except by mutual agreement.

Section 12. Family and Medical Leave Act (FMLA) of 1993

The provisions of the Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 et seq., shall be incorporated by reference into this contract. Existing contract provisions that are superior to or grant benefits in excess of that required by the FMLA shall govern.

Section 13. FMLA Fringe Benefits Payments

The school corporation's payments in support of insurance programs provided by this article shall continue during the period of any leave governed by the FMLA.

ARTICLE V
PAYROLL DEDUCTIONS

Section 1. Deductions

The following payroll deductions shall be considered optional for all faculty members:

1. Credit Union

2. Professional Association Dues/Fees
3. Hospitalization Insurance (Employee's Share)
4. Income Protection
5. Life Insurance (Employee's Share)
6. United Way contributions
7. Advancement Center for Washington Township Schools and North Central Alumni.

Section 2. Optional Salary Reduction

Employees shall have the option of entering into salary reduction agreements for the purpose of funding contributions to the following:

A. 403(b) Tax Deferred Providers

A list of the agreed upon 403(b) Tax Deferred Plan Vendors will be on file in the Human Resources Office and the WTEA Office.

Elective Employee (salary reduction) Contributions to 403(b) Tax Deferred Plans may be elected or amended during the following periods during each school year:

- September 1 through 15
- December 1 through 15
- March 1 through 15
- June 1 through 15

The elections and/or amendments made during this period will be implemented in the first pay date of the month immediately following those periods. Any authorization for payroll deductions listed in this section shall be revocable at any time by the employee upon submission of a written revocation to the Business Office.

B. Effective on or after January 1, 2017 a Roth 403(b) option(s) will be provided to teachers.

C. Section 125 Plan

Section 3. Association Dues Deductions

Procedures

The authorization for payroll deduction of Association dues shall be made on forms provided by the Association and shall be on a continuing basis. The
authorization card as completed by the employee shall be submitted to the business office as authorization of payroll deduction. In addition to submitting the authorization card, the Association shall also prepare an alphabetical listing of all persons for whom deductions are to be made in the current year showing the amount of the total deduction and an indication of continuing membership. The Association shall hold the school corporation harmless in the event of errors on the provided listing. Revocation of a continuing membership must be done, in writing, by the teacher through the Association by the end of the day on August 31st. The deductions shall be made in eighteen (18) installments, beginning with the fourth (4th) pay check.

For those faculty members choosing to join the Association after the third (3rd) payday of the year, payroll deductions will be made at one of the same deduction rates as those joining at the beginning of the school year. New staff deductions shall begin with the second (2nd) pay check after the authorization is submitted and shall continue through the eighteenth pay day of the year.

The School District will mail dues deduction withholding to the WTEA treasurer, at the treasurer’s home address (the person and address last provided in writing to the School District) within five (5) school days of the dues deduction from payroll or any other mutually agreeable manner.

Section 4. Additional Deductions

Should at least seventy-five (75) faculty members desire to have other deductions made from their salary for any purpose whatsoever, they shall present through the Association a petition indicating the signatures of those authorizing the deduction to the Superintendent. The Association, representing faculty members, shall have the right to review, study, select, and recommend to the Superintendent the name of the agent, carrier, or underwriter and indicate the reason and nature of the deduction. However, when participation in any deduction by those enrolled drops below twenty-five (25), the deduction will cease with the beginning of the next school year and not be available for one (1) full year following the cessation. This provision for cessation of deduction does not apply to the Tax Sheltered Annuity Programs that may be added by this procedure.

ARTICLE VI
RE蒂REMENT BENEFIT

Section 1. Overview of Retirement Benefits.

The specific retirement benefits will vary for teachers depending upon which classification is applicable to a teacher. Each teacher will be entitled to Retirement Benefits and will be eligible for only one of the following classifications:

a. Retirement Restructuring Program as provided in Section 2 below.
b. Retirement Benefits for teachers whose first day of teaching was after the 2003-2004 school year. Those benefits will be summarized in Section 3 below.

Section 2. Retirement Benefits for Teachers Participating in the Retirement Restructuring Program

A. All teachers who were (1) employed during the 2004-2005 school year, (2) whose first day of teaching was prior to the 2004-2005 school year, and (3) who did not elect the transition option benefits provided for in past Collective Bargaining Agreements, will receive retirement benefits only pursuant to this section.

B. Retirement Restructuring Lump Sum Contribution

In response to both the mandates and opportunity provided by Public Law 253 (Acts of 2001) commonly known as Senate Enrolled Act 199 the Association and the School District engaged in a retirement restructuring review for several months in 2002, 2003 and 2004.

As a result of this restructuring, teachers (1) who do not elect the transition option benefits of Article IX, Section 2 or who (2) do not qualify for retirement benefits pursuant to Article IX, Section 4, will receive a one-time lump sum buy-out contribution.

The amount of the buy-out contribution was actuarially determined and the amount of the buy-out contribution is set forth in a Memorandum of Agreement dated February 23, 2005 by and between the School District and the Association. The amount of the buy-out specified in the Memorandum of Agreement is enforceable through the grievance procedure of the Agreement. These contributions will be deposited on or before July 29, 2005.

That portion of the lump sum one-time buy-out that has been calculated for the buy-out of a portion of the Retirement Pay will be deposited into a separate account for each eligible teacher in the 401(a) Retirement Savings Plan. That portion, if any, of the lump sum one-time buy-out that has been calculated for the buy-out of the teacher’s potential right to receive, in the future, a Board contribution towards his/her retirement health insurance premiums will be deposited into a separate account for each eligible teacher in the Retirement 501(c)(9) Trust (Retirement VEBA).

Since this Retirement Restructuring Program is a replacement for the benefits provided for in Article VII, Section 1(F) and Article IX, Retirement Pay Section 1 (year of service component of the Retirement Pay formula) and any right to retirement health insurance premiums, that contribution to eligible teachers will not vest until the teacher has a total of ten (10) years or more of service in the Metropolitan School District of Washington Township and reaches the age of 30.
fifty (50) years.

A teacher who qualifies for and is receiving benefits from the Metropolitan School District of Washington Township Long Term Disability Insurance Plan will become vested.

Teachers on approved leave will accrue years of service for vesting if the teacher’s approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement.

Teachers on recall who were laid off by the School District will continue to accrue years of service for vesting until the earlier of the following events:

1) three (3) years on the recall list when the teacher’s recall rights terminate;

2) rejects a recall offer to a position for which the teacher is licensed.

In the event that either of the above two (2) events occur and the teacher has not become vested then the value of the teacher’s account will be forfeited to the Plan.

A teacher meeting the above vesting requirement will become fully vested. A teacher whose employment is terminated prior to vesting or who is on recall status and a forfeiting event occurs prior to vesting will have the then current value of the Retirement Restructuring Buy-Out Payment reallocated at the end of each school year among the then remaining separate Retirement Restructuring Buy-Out Payment accounts in a similar ratio for the reallocation as was the ratio for the initial deposit of the remaining accounts.

C. Basic Retirement Pay

1. Eligibility

Retirement shall be considered beginning not earlier than age fifty (50) or at the end of the school year, whichever event shall occur later. The Board may establish an earlier retirement age in the case of a permanent disability experienced by a faculty member. The Board shall grant supplemental compensation to all full-time faculty members who, at the time of their retirement, are employed by and have acquired a total of ten (10) years or more of service in the Metropolitan School District of Washington Township or its predecessor school district.

2. Notice

The retiring faculty member shall give written notice to the Superintendent of his/her intention to retire at least ninety (90) days before the end of the
school year. In the event a faculty member is unable to give timely notice of his/her intention to retire at the end of the school year as required, and is forced to retire or resign as a result of ill health, accident, or other unforeseen events, then the required time limit may be waived by the Board.

3. Benefits

Staff members eligible for the basic retirement benefit shall receive fifty-seven dollars ($57.00) per day of unused accumulated illness leave and unused personal business leave at the conclusion of the contract year in which the retirement is effective. For the purposes of this section, illness leave shall accumulate without limit.

4. Payment

A teacher’s basic retirement benefits will be paid to a retired teacher in the number of approximately equal payments as follows:

<table>
<thead>
<tr>
<th>Amount of Basic Retirement Benefit</th>
<th>Number of Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. $ 1 to $6,000</td>
<td>One Payment</td>
</tr>
<tr>
<td>2. $6,001 and higher</td>
<td>Two Payments</td>
</tr>
</tbody>
</table>

Teachers who retire between school years shall receive their payment(s) as follows:

1st payment Prior to July 1 of the calendar year in which they retired.

If a second payment Prior to February 1 of the calendar year following the first payment.

Teachers who retire during the school year will receive their first payment within thirty (30) days following their retirement.

Residual funds shall be paid to the beneficiary as stipulated for Indiana State Teachers' Retirement Fund or paid to the estate if no designation is made.

5. Beneficiary

Upon the demise of any faculty member during or following the school year in which he/she would have been fifty (50) and eligible for retirement pay, the equivalent retirement pay shall be paid directly to the beneficiary as stipulated for Indiana State Teachers' Retirement Fund purposes. When
no designation had been made, payment shall be made to the estate of the deceased.

D. Health Insurance Benefits During Retirement

1. A faculty member who chooses to retire may continue membership in the group health insurance program provided by the Board, if that teacher meets the following three qualification requirements:

   A. Is at least age fifty (50) on the first day of retirement;
   B. Has at least 10 years of service in the School Corporation; and

   C. Either is:

      1) Enrolled in the group health insurance plan at the time of retirement; or

      2) Is not enrolled in the group health insurance plan at the time of retirement, but is eligible for a qualifying event allowing the teacher to enroll under the plan and actually provides written notice to the Human Resources Department of the School Corporation of the election to enroll within both the available enrollment window and ninety calendar days following the retired teacher’s last day of work.

The right to continue participating in the School Corporation’s group health insurance plan will terminate upon the earliest date the retiree is eligible for Medicare. If a faculty member fails to pay his/her premium on time, he/she will automatically be dropped from the program at the end of the thirty (30) days and shall not be reinstated.

During retirement for teachers retiring after May 31, 2015, the following options and only the following options are available to a retired teacher:

   Single Plan
   Employee + Spouse
   Employee + Child(ren)
   Family

2. A teacher who chooses to retire prior to June 1, 2015 and who is covered along with his/her spouse by the group health insurance plan at the time of the teacher’s retirement may continue coverage with the spouse either through the above tiers or two single membership plans. Beginning on June 1, 2015, the employee must only select from the four tiers above. A retiring teacher who is not a member of
the group health insurance plan at the time of retirement but has a qualifying event allowing the teacher to enroll in the group health insurance program and does so by providing written notice within the available enrollment period and ninety (90) days of his/her last day of work may continue participation in the group health insurance plan for both the retiring teacher and the spouse. Additionally, a teacher who meets the qualifications of subsection (1) above but dies before actually retiring, the eligible teacher’s surviving spouse may elect to continue to participate if the spouse was enrolled in the group health insurance program on the day of the teacher’s death.

The right of a spouse to continue to participate in the group health insurance plan will continue until it is terminated based upon the occurrence of the earlier of the following events:

A. The earliest date the spouse is eligible for Medicare;

B. Thirty (30) days following the failure to pay on time the health insurance premiums;

C. If the retiring teacher is alive, the divorce of the retiring teacher and the spouse; or

D. If the teacher is deceased after the time the spouse remarries.

E. Retirement Savings Plans

1. Matching 403(B) Annuity Plan

The school corporation agrees to establish and maintain a qualified 403(b) annuity plan (the "Plan") for all certified employees covered under this collective bargaining agreement. The Plan will include provisions for salary reduction contributions and matching employer contributions. The School Corporation’s matching employer contributions will be one percent (1%) of a teacher’s base salary.

In the event an employee does not contribute the minimum required salary reduction amount (one percent (1%) of the teacher’s base salary), the corporation contribution will be zero. It is the employee’s responsibility to increase the salary reduction amount to the minimum requirement.

The Plan is subject to Internal Revenue Code non-discrimination tests. If an employee is prohibited from making a full contribution to the Plan due to the non-discrimination tests, the school corporation's matching amount shall be paid to the employee.

The 403(b) annuity plan vendor shall be selected by mutual agreement.
The Board’s Matching Annuity Program will be a continuing obligation after the termination of this agreement unless modified by future negotiations. It is recognized that this contribution was provided in lieu of an equivalent raise on the teacher's regular salary schedule and is a recurring cost.

2. **401(a) Savings Plan**

   a. During the 2004-2005 school year, the School Corporation will establish and maintain the Metropolitan School District of Washington Township’s 401(a) Savings Plan ("401(a) Savings Plan"). The provisions for such a program are set forth in this Section and in the plan document. This Plan will be a 401(a) qualified plan.

   b. The School Corporation will contribute to every teacher eligible for the 401(a) Savings Plan and employed under contract an amount equal to one and eighty-five hundredths percent (1.85%) of the teacher’s regular salary (Appendix 1 - salary schedule column) to the teacher’s account in the 401(a) Savings Plan. The School Corporation’s contribution will be submitted to the 401(a) Savings Plan vendor bi-weekly.

   c. This School Corporation contribution to the 401(a) Savings Plan is in addition to the School Corporation’s contribution to matching Annuity Program Article IV, Section 1(a)(3).

   d. Since this 401(a) Savings Plan is a replacement for certain retirement benefits that were phased out in the 2004 Retirement Restructuring Program, all contributions to eligible teachers will vest as follows:

   1. Teachers will become one hundred percent (100%) vested upon the earlier of the following three (3) events:

      a. the teacher acquires a total of ten (10) years or more in the Metropolitan School District of Washington Township and obtains the age of fifty (50);

      b. the teacher acquires a total of fifteen (15) years or more years in the Metropolitan School District of Washington Township; or
c. Qualifies for and is receiving benefits from the Metropolitan School District of Washington Township’s Long-Term Disability Insurance Plan (Article VII, Section 3).

2. If a teacher is not vested under subsection 1 above, the teacher will vest as follows:

a. one-third (1/3) of the value of their account shall vest upon the completion of five (5) years of service in the School Corporation; or

b. two-thirds (2/3) of the value of their account shall vest upon the completion of ten (10) years of service in the School Corporation.

If authorized and pursuant to the Indiana Revenue Code, the 401(a) Savings Plan will provide the right of a vested teacher to have their vested account value transferred to his/her designated beneficiaries in the event of the teacher’s death. A teacher whose employment is terminated prior to vesting will have the value of his/her unvested amount of their 401(a) Savings Plan forfeited to the plan and that amount will be utilized as part of the School Corporation’s next required contribution to the Plan.

Teachers on approved leave will accrue years of service for vesting if the teacher’s approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement.

Teachers on recall who were laid off by the School District will continue to accrue years of service for vesting until the earlier of the following events:

1) three (3) years on the recall list when the teacher’s recall rights terminate;

2) rejects a recall offer to a position for which the teacher is licensed.

In the event that either of the above two (2) events occur and the teacher has not become vested then the value of the teacher’s account will be forfeited to the Plan and that amount will be utilized as described in this sub-section.
Beginning with the 2017-2018 school year, one-half (1/2) of the total funds forfeited during the 2017-2018 school year by teachers who are no longer eligible for vesting in the 401(a) Savings Plan will be redistributed equally among teachers employed by the School Corporation during the 2017-2018 school year and who remain employed with the School Corporation on the redistribution date. The redistribution date will be set by the School Corporation and occur no later than twelve months from the conclusion of the 2017-2018 school year.

The School Corporation will disclose and provide a written notice to the Association of the amount, if any, that has been forfeited and used to reduce the School Corporation’s contribution that year.

3. Retirement 501(c)(9) Trust (VEBA)

a. The School District will commence a Retirement VEBA with the 2004-2005 school year. The provisions for such a program are set forth in this section and the Retirement VEBA Trust document.

b. The School District will contribute to every eligible teacher to the Retirement VEBA and employed under contract an amount equal to one and one-half percent (1 1/2%) of the teacher’s regular salary (Appendix 1) to the teacher’s account in the Retirement VEBA Plan. The School Corporation’s contribution will be submitted to the Retirement VEBA Plan vendor bi-weekly.

c. Since this Retirement VEBA Plan is a replacement for certain retirement benefits that were phased out in the 2004 Retirement Restructuring Program, all contributions to eligible teachers will vest as follows:

1. Teachers will become one hundred percent (100%) vested upon the earlier of the following three (3) events:

   a. the teacher acquires a total of ten (10) years or more in the Metropolitan School District of Washington Township and obtains the age of fifty (50);

   b. the teacher acquires a total of fifteen (15) years or more years in the Metropolitan School District of Washington Township; or
c. qualifies for and is receiving benefits from the Metropolitan School District of Washington Township’s Long-Term Disability Insurance Plan (Article VII, Section 3).

2. If a teacher is not vested under subsection 1 above, the teacher will vest as follows:

a. one-third (1/3) of the value of their account shall vest upon the completion of five (5) years of service in the School Corporation; or

b. two-thirds (2/3) of the value of their account shall vest upon the completion of ten (10) years of service in the School Corporation.

d. If authorized and pursuant to the Internal Revenue Code, the Retirement VEBA Plan will provide the right of a vested teacher to have their vested account value transferred to their designated beneficiaries in the event of the teacher’s death. A teacher whose employment is terminated prior to vesting will have the value of their Retirement VEBA forfeited to the plan and that amount will be utilized as part of the School Corporation’s next required contribution to the Retirement VEBA Plan.

Teachers on approved leave will accrue years of service for vesting if the teacher’s approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement.

Teachers on recall who were laid off by the School District will continue to accrue years of service for vesting until the earlier of the following events:

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Beginning with the 2017-2018 school year, one-half (1/2) of the total funds forfeited during the 2017-2018 school year by teachers who are no longer eligible for vesting in the Retirement VEBA Plan will be redistributed equally among teachers employed by the School Corporation during the 2017-2018 school year and who remain employed with the School Corporation on the redistribution date. The redistribution date will be set by the School Corporation and occur no later than twelve months from the conclusion of the 2017-2018 school year.

The School Corporation will disclose and provide a written notice to the Association of the amount, if any, that has been forfeited and used to reduce the School Corporation’s contribution that year.

4. **Employee Elective 403(b) Contributions**

In addition to the employer contributions provided above, employees still may make employee elective (salary reduction) contributions to the 403(b) programs already in existence subject to the statutory contribution limits.

5. **457(b) Tax Deferred Plan**

The School District will provide teachers the opportunity to participate in a 457(b) Tax Deferred Plan.

6. **Election of Additional Contributions to the Indiana Public Retirement System (“INPRS”)**

The School District will participate in the Indiana Public Retirement System (“INPRS”) plan that allows additional contributions to the defined contributions portion of the teacher retirement plan. These additional contributions beyond the mandated three percent (3%) contribution will be pursuant to the regulations of the INPRS.

Section 3. **Retirement Benefits for Teachers Whose First Day of Teaching Was After the 2003-2004 School Year**

A. Teachers whose first day of teaching was after the 2003-2004 school year will receive retirement benefits only under this section.

B. **Basic Retirement Pay**

1. **Eligibility**

Retirement shall be considered beginning not earlier than age fifty (50) or at the end of the school year, whichever event shall occur later. The Board may establish an earlier retirement age in the case of a permanent
disability experienced by a faculty member. The Board shall grant supplemental compensation to all full-time faculty members who, at the time of their retirement, are employed by and have acquired a total of ten (10) years or more of service in the Metropolitan School District of Washington Township or its predecessor school district.

2. Notice

The retiring faculty member shall give written notice to the Superintendent of his/her intention to retire at least ninety (90) days before the end of the school year. In the event a faculty member is unable to give timely notice of his/her intention to retire at the end of the school year as required, and is forced to retire or resign as a result of ill health, accident, or other unforeseen events, then the required time limit may be waived by the Board.

3. Benefits

Staff members eligible for the basic retirement benefit shall receive fifty-seven dollars ($57.00) per day of unused accumulated illness leave and unused personal business leave, at the conclusion of the contract year in which the retirement is effective. For the purposes of this section, illness leave shall accumulate without limit.

4. Payment

A teacher’s basic retirement benefits will be paid to a retired teacher in the number of approximately equal payments as follows:

Amount of Basic Retirement Benefit Number of Payments

1. $1 to $6,000 One Payment
2. $6,001 and higher Two Payments

Teachers who retire between school years shall receive their payment(s) as follows:

1st payment Prior to July 1 of the calendar year in which they retired.

If a second payment Prior to February 1 of the calendar year following the first payment.

Teachers who retire during the school year will receive their first payment within thirty (30) days following their retirement.
Residual funds shall be paid to the beneficiary as stipulated for Indiana Public Retirement System (“INPRS”) or paid to the estate if no designation is made.

5. Beneficiary

Upon the demise of any faculty member during or following the school year in which he/she would have been fifty (50) and eligible for retirement pay, the equivalent retirement pay shall be paid directly to the beneficiary as stipulated for Indiana Public Retirement System (“INPRS”) purposes. When no designation had been made, payment shall be made to the estate of the deceased.

C. Health Insurance Benefits During Retirement

1. A faculty member who chooses to retire may continue membership as it existed at the time of retirement or on a single plan at the faculty member’s option in the group health insurance program provided by the Board, if that teacher meets the following three qualification requirements:

   A. Is at least age fifty (50) on the first day of retirement;

   B. Has at least 10 years of service in the School Corporation; and

   C. Either is:

   1) Enrolled in the group health insurance plan at the time of retirement; or

   2) not enrolled in the group health insurance plan at the time of retirement, but is eligible for a qualifying event allowing the teacher to enroll under the plan and actually provides written notice of the election to enroll within both the available enrollment window and ninety calendar days following the retired teacher’s last day of work to the Human Resources Department of the School Corporation.

The right to continue participating in the School Corporation’s group health insurance plan will terminate upon the earliest date the retiree is eligible for Medicare. If a faculty member fails to pay his/her premium on time, he/she will automatically be dropped from the program at the end of the thirty (30) days and shall not be reinstated.

During retirement for teachers retiring after May 31, 2015, the following options and only the following options are available to a retired teacher:

Single Plan
Employee + Spouse

Employee + Child(ren)

Family

2. A teacher who chooses to retire prior to June 1, 2015 and who is covered along with his/her spouse by the group health insurance plan at the time of the teacher’s retirement may continue coverage with the spouse either through the above tiers or two single membership plans. Beginning on June 1, 2015, the employee must only select from the four tiers above. A retiring teacher who is not a member of the group health insurance plan at the time of retirement but has a qualifying event allowing the teacher to enroll in the group health insurance program and does so by providing written notice within the available enrollment period and ninety (90) days of his/her last day of work may continue participation in the group health insurance plan for both the retiring teacher and the spouse. Additionally, a teacher who meets the qualifications of subsection (1) above but dies before actually retiring, an eligible teacher’s surviving spouse may elect to continue to participate if the spouse was enrolled in the group health insurance program on the day of the teacher’s death.

The right of a spouse to continue to participate in the group health insurance plan will continue until it is terminated based upon the occurrence of the earlier of the following events:

A. The earliest date the spouse is eligible for Medicare;

B. Thirty (30) days following the failure to pay on time the health insurance premiums;

C. If the retiring teacher is alive, the divorce of the retiring teacher and the spouse; or

D. If the teacher is deceased after the time the spouse remarries.

D. Retirement Savings Plan

1. Matching 403(B) Annuity Plan

The school corporation agrees to establish and maintain a qualified 403(b) annuity plan (the "Plan") for all certified employees covered under this collective bargaining agreement. The Plan will include provisions for salary reduction contributions and matching employer contributions. The School Corporation’s matching employee contribution will be one percent (1%) of a teacher’s base salary. The employer’s one percent (1%) match
will be made each pay date in which a teacher makes an employee contribution (either to a tax-deferred or a Roth 403(b)) of at least one percent (1%) of his/her base salary pay for that pay period.

In the event an employee does not contribute the minimum required salary reduction amount (one percent (1%) of the teacher's base salary), the corporation contribution will be zero. It is the employee's responsibility to increase the salary reduction amount to the minimum requirement.

The Plan is subject to Internal Revenue Code non-discrimination tests. If an employee is prohibited from making a full contribution to the Plan due to the non-discrimination tests, the school corporation's matching amount shall be paid to the employee.

The 403(b) annuity plan vendor(s) shall be selected by mutual agreement. The School District's contribution will be deposited in the teacher's account only with the VALIC vendor.

The Board's Matching Annuity Program will be a continuing obligation after the termination of this agreement unless modified by future negotiations. It is recognized that this contribution was provided in lieu of an equivalent raise on the teacher's regular salary schedule and is a recurring cost.

2. 401(a) Savings Plan

a. During the 2004-2005 school year, the School Corporation will establish and maintain the Metropolitan School District of Washington Township's 401(a) Savings Plan ("401(a) Savings Plan"). The provisions for such a program are set forth in this Section and in the plan document. This Plan will be a 401(a) qualified plan.

b. The School Corporation will contribute to every teacher eligible for the 401(a) Savings Plan and employed under contract an amount equal to one and eighty-five hundredths percent (1.85%) of the teacher's regular salary (Appendix 1 - salary schedule column) to the teacher's account in the 401(a) Savings Plan. The School Corporation's contribution will be submitted to the 401(a) Savings Plan vendor bi-weekly.

c. This School Corporation contribution to the 401(a) Savings Plan is in addition to the School Corporation's contribution to matching Annuity Program Article IV, Section 1(a)(3).

d. Since this 401(a) Savings Plan is a replacement for certain retirement benefits that were phased out in the 2004 Retirement
Restructuring Program, all contributions to eligible teachers will vest as follows:

1. Teachers will become one hundred percent (100%) vested upon the earlier of the following three (3) events:

   a. the teacher acquires a total of ten (10) years or more in the Metropolitan School District of Washington Township and obtains the age of fifty (50);

   b. the teacher acquires a total of fifteen (15) years or more years in the Metropolitan School District of Washington Township; or

   c. qualifies for and is receiving benefits from the Metropolitan School District of Washington Township's Long-Term Disability Insurance Plan (Article VII, Section 3).

2. If a teacher is not vested under subsection 1 above, the teacher will vest as follows:

   a. one-third (1/3) of the value of their account shall vest upon the completion of five (5) years of service in the School Corporation; or

   b. two-thirds (2/3) of the value of their account shall vest upon the completion of ten (10) years of service in the School Corporation.

If authorized and pursuant to the Indiana Revenue Code, the 401(a) Savings Plan will provide the right of a vested teacher to have their vested account value transferred to his/her designated beneficiaries in the event of the teacher’s death. A teacher whose employment is terminated prior to vesting will have the value of his/her unvested amount of their 401(a) Savings Plan forfeited to the plan and that amount will be utilized as part of the School Corporation’s next required contribution to the Plan.
Teachers on approved leave will accrue years of service for vesting if the teacher’s approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement.

Teachers on recall who were laid off by the School District will continue to accrue years of service for vesting until the earlier of the following events:

1) three (3) years on the recall list when the teacher’s recall rights terminate;

2) rejects a recall offer to a position for which the teacher is licensed.

In the event that either of the above two (2) events occur and the teacher has not become vested then the value of the teacher’s account will be forfeited to the Plan and that amount will be utilized as part of the School District’s next required contribution to the Plan.

The School Corporation will disclose and provide a written notice to the Association of the amount, if any, that has been forfeited and used to reduce the School Corporation's contribution that year.

3. **Retirement 501(c)(9) Trust VEBA**

   a. The School District will commence a Retirement VEBA with the 2004-2005 school year. The provisions for such a program are set forth in this section and the Retirement VEBA Trust document.

   b. The School District will contribute to every eligible teacher to the Retirement VEBA and employed under contract an amount equal to one and one-half percent (1 ½%) of the teacher’s regular salary (Appendix 1) to the teacher’s account in the Retirement VEBA. The School Corporation’s contribution will be submitted to the Retirement VEBA Plan vendor bi-weekly.

   c. Since this Retirement VEBA Plan is a replacement for certain retirement benefits that were phased out in the 2004 Retirement Restructuring Program, all contributions to eligible teachers will vest as follows:

      1. Teachers will become one hundred percent (100%) vested upon the earlier of the following three (3) events:

      a. the teacher acquires a total of ten (10) years or more in the
b. the teacher acquires a total of fifteen (15) years or more years in the Metropolitan School District of Washington Township; or

c. qualifies for and is receiving benefits from the Metropolitan School District of Washington Township’s Long-Term Disability Insurance Plan (Article VII, Section 3).

2. If a teacher is not vested under subsection 1 above, the teacher will vest as follows:

a. one-third (1/3) of the value of their account shall vest upon the completion of five (5) years of service in the School Corporation; or

b. two-thirds (2/3) of the value of their account shall vest upon the completion of ten (10) years of service in the School Corporation.

d. If authorized and pursuant to the Internal Revenue Code, the Retirement VEBA Plan will provide the right of a vested teacher to have their vested account value transferred to their designated beneficiaries in the event of the teacher’s death. A teacher whose employment is terminated prior to vesting will have the value of their Retirement VEBA forfeited to the plan and that amount will be utilized as part of the School Corporation’s next required contribution to the Retirement VEBA Plan.

Teachers on approved leave will accrue years of service for vesting if the teacher’s approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement.

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1) three (3) years on the recall list when the teacher’s recall rights terminate;

2) rejects a recall offer to a position for which the teacher is licensed.

In the event that either of the above two (2) events occur and the teacher has not become vested then the value of the teacher’s account will be forfeited to the Plan and that amount will be utilized as part of the School District’s next required contribution to the Plan. The School Corporation will disclose and provide a written notice to the Association of the amount, if any, that has been forfeited and used to reduce the School Corporation’s contribution that year.

4. Employee Elective 403(b) Contributions

In addition to the employer contributions provided above, employees still may make employee elective (salary reduction) contributions to the 403(b) programs already in existence subject to the statutory contribution limits.

5. 457(b) Tax Deferred Plan

The School District will provide teachers the opportunity to participate in a 457(b) Tax Deferred Plan.

6. Election of Additional Contributions to the Indiana Public Retirement System (“INPRS”)

The School District will participate in the Indiana Public Retirement System (“INPRS”) plan that allows additional contributions to the defined contributions portion of the teacher retirement plan. These additional contributions beyond the mandated three percent (3%) contribution will be pursuant to the regulations of the INPRS.

Section 4. Selection of Vendors for the Retirement Restructuring Plans and the 401(a) and 501(c)(9) Retirement Savings Plan.

The Association and the School District will jointly interview vendors for the Tax Deferred Plans (401(a) and 501(c)(9) VEBA) for the retirement restructuring and annual retirement savings plans. The parties will attempt to mutually select one vendor for these plans. If the parties do not mutually agree to a vendor, then the Association may select the vendor for the teachers retirement buy-out and annual retirement savings plans. The School District then may select a vendor for the other employees. Effective with the 2016-2017 school year, any
change of vendor will be made within twelve (12) months of Association notification to the School District but not before January 1, 2018.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1. Purpose/Confidentiality

The purpose of this procedure is to secure, at the most immediate administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

Section 2. Definitions

A. A grievance shall be defined as a difference between the Administration and School Board, and one or more faculty member(s) through the Association as the exclusive representative and/or the Association involving an alleged misinterpretation or misapplication of any provision of this agreement.

B. The most immediate administrator shall mean the principal of any school or his/her designated representative, when the grievance involves a single school, or the appropriate central office administrator or his/her designated representative, when the grievance involves a township concern.

C. Days, unless otherwise specified, shall mean all days on which school is in session.

Section 3. Conditions

A. The parties herein encourage a grievant having a grievance to discuss the problem with the principal or with an appropriate member of the central office administration prior to recourse to the formal grievance procedure. At the discussion, either party may be accompanied by a person(s) of his/her choice. The parties agree that the grievant has a right to file and process grievances pursuant to this grievance procedure, and that administrators shall take no action against a faculty member for voicing an intent to file, filing, or processing a grievance.

B. Each written grievance shall contain a clear and concise statement of the grievance, the issue(s) involved, shall in each instance state the specific alleged violations and remedy recommended, and shall contain specific indication as to whether the informal process was attempted.

C. At any level, either party may be represented by a person(s) of his/her choice, except that faculty members shall be limited in their choice to a
representative with authority to speak for the Association. The faculty member is encouraged to be an active participant in the formal procedure.

D. Failure on the part of the Board and/or the administration at any level of the formal procedure to submit a decision on a grievance within the specified time limits, shall mean the grievance is automatically carried to the next level. Failure at any level of this procedure to take the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

E. If the formal grievance is not filed in writing within twenty-five (25) days after the faculty member knew or had opportunity to know of the fact or condition on which the grievance is based, then the grievance shall be considered as waived.

F. Since it is important that formal grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement of the Association President or President’s designee and the Superintendent’s designee.

G. In the event a grievance is filed after May 15 of any year and strict adherence to time limits may result in a hardship to any party, all parties involved shall use their best efforts to process the grievance by the end of the school term or as soon after as possible.

H. Whenever possible, meetings will be held either before school or after school.

I. All formal grievances and decisions rendered shall be submitted in writing, on forms as published in Appendix 4. The forms shall be provided by the Association.

J. All written grievances and appeals of grievances must be signed by the Association President or President’s designee and/or their designee.

K. All decisions rendered must be signed by the supervisor or administrator making the decision.

L. Formal grievances which are not filed initially at the appropriate level or with the appropriate person shall be referred to the appropriate level and appropriate person.

M. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s)
Section 4. Procedure

A. Level One

Within seven (7) days following the filing of a formal written grievance, a meeting shall take place between the building principal or his/her designee, and the Association President or President’s designee. Within seven (7) days of the meeting, the supervisor shall indicate his disposition of the grievance by completing the grievance form in writing and returning it (with a duplicate copy) to the appropriate Association representative.

B. Level Two

Within seven (7) days after the receiving the level one disposition, the Association President or President’s designee may appeal the decision to the Superintendent or his/her designee. Within seven (7) days after receipt of the appeal, the Superintendent or his/her designee shall meet with the Association President or President’s designee. Following the meeting, a written answer to the appeal will be prepared by the Superintendent or his/her designee and two copies will be delivered to the appropriate Association representative, and a copy to the supervisor involved in level one, within seven (7) days.

C. Level Three

Within ten (10) days after receiving the decision of the Superintendent or his/her designee, the Association President or President’s Designee may request a meeting with the Board, through the Superintendent. The Board shall hold a meeting within twenty (20) days of receipt of the request. The Board shall submit two (2) copies of its decision in writing to the appropriate Association representative and a copy to the supervisor involved within ten (10) days following the meeting.

ARTICLE VIII
TERM OF AGREEMENT

Section 1. Term

This agreement shall be effective as of July 1, 2017, and shall continue in effect through June 30, 2018, except where the specific terms of any provision provide for a different effective date(s).

When mutual agreement is specifically required by the terms of the Agreement for changes during the contract term, the parties agree to meet within ten (10) days of the call of either party to set a date for bargaining.
Section 2. Severability

Should any Article, Section, or Clause of this agreement be declared illegal by a court of competent jurisdiction, the Article, Section, or Clause, as the case may be, shall automatically be deleted from this agreement to the extent that it violates the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted Article, Section, or Clause.

Section 3. Parties

This agreement is made and entered into at Indianapolis, Indiana on this 15th day of November, 2017, by and between the Board of Trustees of the Metropolitan School District of Washington Township, County of Marion, State of Indiana, party of the first part, heretofore referred to as the "Board", and the Washington Township Education Association, Inc., party of the second part, heretofore referred to as the "Association."

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
This agreement is so attested to by the parties whose signatures appear below.

Washington Township Education Association, Inc.

[Signature]
Sabra Gage, President

Board of Education, M.S.D. of Washington Township

[Signature]
Donald B. Kite, Sr., President

[Signature]
John P. Fencl, Secretary

[Signature]
Charles R. Rubright, Negotiating Chairperson

Attest:

[Signature]
Dr. Nikki Woodson
Superintendent of Schools

Ratified in public session this 14th day of November, 2017
APPENDIX 1
STARTING TEACHING SALARY
FOR A TEACHER IN TEACHER'S FIRST YEAR OF TEACHING
WITH THE METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNS

<table>
<thead>
<tr>
<th>Year of Experience</th>
<th>Starting Salary Determination</th>
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<tr>
<td>0-1 year experience</td>
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<td>2 years experience</td>
<td>Mode of 2 year +/- $250.00</td>
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<td>3 years experience</td>
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</tr>
<tr>
<td>10+ years experience</td>
<td>Mode of 10 year +/- $250.00</td>
</tr>
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For those teachers hired after the start of the 2017-2018 school year and whose hiring is effective at or after 1 school year. The mode will be determined based on years of experience as a teacher in the School Corporation effect for the 2017-2018 school year per the compensation model.
### APPENDIX 2-A
### EXTRA-CURRICULAR SALARY SCHEDULE

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<th>INDEX</th>
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<tr>
<td>Junior Class Sponsor</td>
<td>.08</td>
</tr>
<tr>
<td>Academic Competition Sponsor</td>
<td>.05</td>
</tr>
<tr>
<td>Intramurals Assistant</td>
<td>.05</td>
</tr>
<tr>
<td>Approved Intramural Program</td>
<td>.02</td>
</tr>
<tr>
<td>Sophomore Class Sponsor</td>
<td>.06</td>
</tr>
<tr>
<td>Freshman Class Sponsor</td>
<td>.06</td>
</tr>
<tr>
<td>Student Council Sponsor</td>
<td>.08</td>
</tr>
<tr>
<td>Director of Publications</td>
<td>.07</td>
</tr>
<tr>
<td>Assistant Director of Publications</td>
<td>.03</td>
</tr>
<tr>
<td>National Honor Society</td>
<td>.06</td>
</tr>
<tr>
<td>N.H. History Day Sponsor</td>
<td>.06</td>
</tr>
<tr>
<td>Media Relations</td>
<td>.07</td>
</tr>
<tr>
<td>Junior Spec Coordinator</td>
<td>.05</td>
</tr>
<tr>
<td>Robotics Sponsor</td>
<td>.05</td>
</tr>
<tr>
<td><strong>MIDDLE SCHOOL</strong></td>
<td></td>
</tr>
<tr>
<td>Stage Director</td>
<td>.07</td>
</tr>
<tr>
<td>Athletic Supervisor</td>
<td>.07</td>
</tr>
<tr>
<td>Band Director</td>
<td>.07</td>
</tr>
<tr>
<td>Orchestra</td>
<td>.07</td>
</tr>
<tr>
<td>Choral</td>
<td>.07</td>
</tr>
<tr>
<td>Academic Competition Sponsor</td>
<td>.06</td>
</tr>
<tr>
<td>Director of Intramurals</td>
<td>.05</td>
</tr>
<tr>
<td>Intramurals Assistant</td>
<td>.04</td>
</tr>
<tr>
<td>Approved Intramural Program</td>
<td>.02</td>
</tr>
<tr>
<td>Position</td>
<td>Rate</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Booster/Spirit Group Sponsor</td>
<td>.04</td>
</tr>
<tr>
<td>Stage Leader</td>
<td>.04</td>
</tr>
<tr>
<td>Drama</td>
<td>.04</td>
</tr>
<tr>
<td>N.H. History Day Sponsor</td>
<td>.04</td>
</tr>
<tr>
<td>Publications</td>
<td>.04</td>
</tr>
<tr>
<td>Robotics Sponsor</td>
<td>.05</td>
</tr>
</tbody>
</table>

**ELEMENTARY SCHOOL**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Music Directors</td>
<td>.05</td>
</tr>
<tr>
<td>Art Enrichment</td>
<td>.02</td>
</tr>
</tbody>
</table>

**MISCELLANEOUS**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Bus Supervision</td>
<td>.05</td>
</tr>
<tr>
<td>Special Olympics Director(s)</td>
<td>.06</td>
</tr>
<tr>
<td>JEL Career and Technical Student Organization</td>
<td>.02</td>
</tr>
<tr>
<td>Associate Teachers</td>
<td></td>
</tr>
<tr>
<td>- when assigned to a teacher</td>
<td>.015</td>
</tr>
<tr>
<td>new to the school corporation</td>
<td></td>
</tr>
<tr>
<td>- when assigned to a teacher</td>
<td>.0075</td>
</tr>
<tr>
<td>in their second year in the</td>
<td></td>
</tr>
<tr>
<td>school corporation</td>
<td></td>
</tr>
<tr>
<td>Wellness Coordinator</td>
<td>.10</td>
</tr>
<tr>
<td>After School Tutoring</td>
<td>$30.00 per hour</td>
</tr>
<tr>
<td>Saturday School and Detention</td>
<td>$33.34 per hour</td>
</tr>
</tbody>
</table>

*When bus supervision does not take the place of another assignment and is assigned as an additional duty.

The index will be multiplied by the Extra-Curricular Salary schedule contract of Thirty-six Thousand Nine Hundred Eighty-four Dollars ($36,984.00)
### APPENDIX 2-A

**ATHLETIC SALARY SCHEDULE**

<table>
<thead>
<tr>
<th>HIGH SCHOOL</th>
<th>INDEX</th>
<th>SPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head Coach</td>
<td>.23*</td>
<td>Basketball, Football</td>
</tr>
<tr>
<td>Head Coach</td>
<td>.17</td>
<td>Swimming</td>
</tr>
<tr>
<td>Head Coach</td>
<td>.15</td>
<td>Gymnastics</td>
</tr>
<tr>
<td>Head Coach</td>
<td>.18</td>
<td>Baseball, Track, Wrestling, Softball, Soccer, Volleyball</td>
</tr>
<tr>
<td>Head Coach</td>
<td>.10</td>
<td>Golf, Cheerleader</td>
</tr>
<tr>
<td>Head Coach</td>
<td>.13</td>
<td>Cross Country, Tennis</td>
</tr>
<tr>
<td>Assistant Coach</td>
<td>.11</td>
<td>Basketball - Varsity Assistants, Football - Varsity Assistants</td>
</tr>
<tr>
<td>Assistant Coach</td>
<td>.13</td>
<td>Swimming</td>
</tr>
<tr>
<td>Assistant Coach</td>
<td>.09</td>
<td>Basketball, Baseball, Track, Football, Wrestling, Gymnastics, Swimming, Softball</td>
</tr>
<tr>
<td>Assistant Coach</td>
<td>.06</td>
<td>Cross Country, Tennis, Volleyball, Golf, Soccer, Cheerleader</td>
</tr>
<tr>
<td>Trainer</td>
<td>.09</td>
<td>Fall Sports</td>
</tr>
<tr>
<td>Trainer</td>
<td>.09</td>
<td>Winter Sports</td>
</tr>
<tr>
<td>Trainer</td>
<td>.09</td>
<td>Spring Sports</td>
</tr>
<tr>
<td>Weight Training</td>
<td>.04</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MIDDLE SCHOOL</th>
<th>INDEX</th>
<th>SPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head Coach</td>
<td>.08</td>
<td>Football, Basketball, Cross Country</td>
</tr>
<tr>
<td>Head Coach</td>
<td>.07</td>
<td>Baseball, Cheerleading, Softball, Track, Wrestling</td>
</tr>
<tr>
<td>Head Coach</td>
<td>.06</td>
<td>Volleyball, Tennis, Soccer</td>
</tr>
<tr>
<td>Assistant Coach</td>
<td>.06</td>
<td>Football</td>
</tr>
<tr>
<td>Trainer or Coaching Support</td>
<td>.04</td>
<td>Fall Sports</td>
</tr>
<tr>
<td>Trainer or Coaching Support</td>
<td>.04</td>
<td>Winter Sports</td>
</tr>
<tr>
<td>Trainer or Coaching Support</td>
<td>.03</td>
<td>Spring Sports</td>
</tr>
</tbody>
</table>

*In compensating coaches for these positions, the School District must pay at a minimum salary an extra duty stipend reflecting a .23 index but may pay more in order to retain or hire a person for these coaching positions.*

A. Coaching salaries shall be determined as the product of the appropriate listed index times the constant of Thirty-six Thousand Nine Hundred Eighty-four Dollars ($36,984.00) times the following experience index:
<table>
<thead>
<tr>
<th>YEAR(S) OF EXPERIENCE</th>
<th>INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year</td>
<td>1.0000</td>
</tr>
<tr>
<td>Second year</td>
<td>1.0250</td>
</tr>
<tr>
<td>Third year</td>
<td>1.0750</td>
</tr>
<tr>
<td>Fourth year</td>
<td>1.1250</td>
</tr>
<tr>
<td>Fifth year</td>
<td>1.1750</td>
</tr>
<tr>
<td>Sixth year</td>
<td>1.2250</td>
</tr>
<tr>
<td>Seventh year</td>
<td>1.2750</td>
</tr>
<tr>
<td>Eighth year or more</td>
<td>1.3250</td>
</tr>
</tbody>
</table>

B. Coaching experience will be determined by the total number of years of inter-scholastic coaching experience including any experience received prior to coming to Washington Township.

C. All coaches working as bus drivers shall receive compensation equal to that paid to regular bus drivers for the same assignment from the end of the regular teaching day to time of return.
# ECA Positions - Two Pays

<table>
<thead>
<tr>
<th>Fall</th>
<th>Pay # of the Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Football - HS</td>
<td>1st Sept, 1st Nov</td>
</tr>
<tr>
<td>Football - MS</td>
<td>1st Sept, 1st Nov</td>
</tr>
<tr>
<td>Soccer</td>
<td>1st Sept, 1st Nov</td>
</tr>
<tr>
<td>Trainer - MS</td>
<td>1st Sept, 1st Nov</td>
</tr>
<tr>
<td>Golf-Women's</td>
<td>1st Sept, 1st Nov</td>
</tr>
<tr>
<td>Tennis-Men's</td>
<td>1st Sept, 1st Nov</td>
</tr>
<tr>
<td>Volleyball</td>
<td>1st Sept, 1st Nov</td>
</tr>
<tr>
<td>Cheerleading</td>
<td>1st Sept, 1st Nov</td>
</tr>
<tr>
<td>Cross Country</td>
<td>1st Sept, 1st Nov</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Winter</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>* Basketball Men's - HS</td>
<td>1st Jan, 1st Mar</td>
</tr>
<tr>
<td>* Basketball Women's - HS</td>
<td>1st Jan, 1st Mar</td>
</tr>
<tr>
<td>Basketball Boys-MS</td>
<td>1st Jan, 1st Mar</td>
</tr>
<tr>
<td>Basketball Girls-MS</td>
<td>1st Jan, 1st Mar</td>
</tr>
<tr>
<td>Trainer - MS</td>
<td>1st Jan, 1st Mar</td>
</tr>
<tr>
<td>Swimming</td>
<td>1st Jan, 1st Mar</td>
</tr>
<tr>
<td>Wrestling - HS</td>
<td>1st Jan, 1st Mar</td>
</tr>
<tr>
<td>Wrestling-MS</td>
<td>1st Jan, 1st Mar</td>
</tr>
<tr>
<td>Cheerleading</td>
<td>1st Jan, 1st Mar</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Spring</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>* Baseball</td>
<td>2nd Apr, 1st June</td>
</tr>
<tr>
<td>* Softball</td>
<td>2nd Apr, 1st June</td>
</tr>
<tr>
<td>Track</td>
<td>2nd Apr, 1st June</td>
</tr>
<tr>
<td>Trainer - MS</td>
<td>2nd Apr, 1st June</td>
</tr>
<tr>
<td>Golf-Men's</td>
<td>2nd Apr, 1st June</td>
</tr>
<tr>
<td>Tennis-Women's</td>
<td>2nd Apr, 1st June</td>
</tr>
</tbody>
</table>

* For selected High School Head Coaches - ECA stipend will continue to be Paid over 26 pays.

## Seasonal Non-Athletic ECA's

<p>| Director of Intramurals - HS  | 1st Jan, 2nd Apr    |
| Intramural Assistant - HS     | 1st Jan, 2nd Apr    |
| Director of Intra murals (Fall) - MS | 1st Sept, 1st Nov |
| Director of Intramural Is (Winter) - MS | 1st Nov, 1st Mar |
| Director of Intramurals (Spring) - MS | 1st Apr, 1st May |</p>
<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intramural Assistant (Fall) - MS</td>
<td>2nd Sept, 2nd Oct</td>
</tr>
<tr>
<td>Intramural Assistant (Winter) - MS</td>
<td>1st Nov, 1st Mar</td>
</tr>
<tr>
<td>Intramural Assistant (Spring) - MS</td>
<td>2nd Apr, 1st May</td>
</tr>
<tr>
<td>Academic Competitions (Spell Bowl) - MS</td>
<td>1st Sept, 1st Nov</td>
</tr>
<tr>
<td>Academic Competitions (Academic Pursuit) - MS</td>
<td>1st Dec, 1st Mar</td>
</tr>
<tr>
<td>Science Olympiad - HS</td>
<td>1st Dec, 2nd Apr</td>
</tr>
<tr>
<td>Science Olympiad - MS</td>
<td>1st Dec, 1st Mar</td>
</tr>
</tbody>
</table>
APPENDIX 3
METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNSHIP
CERTIFIED STAFF
PERSONAL BUSINESS NOTIFICATION FORM
(not to be used for professional leave)

Notified by________________________________________________________________________

Number of Day(s) _______ Date(s) _____________________________________________________

__________________________________________________________________________________
(Teacher’s Signature) (Date)

__________________________________________________________________________________
(Principal’s Signature) (Date)

Certified Staff

1. Personal Business Leave - A Personal Business Notification Form (Appendix 3) shall be submitted to the building principal or immediate supervisor prior to the leave. Should a personal emergency result in the use of one or more Personal Business Days, the principal or immediate supervisor shall be notified within 24 hours.

2. Each faculty member will be highly ethical in choosing to take a personal business day. It is the intent that personal business days are not used for the sole purpose of extending a holiday or school recess period.
APPENDIX 4
PROFESSIONAL GRIEVANCE FORM

GRIEVANT: ___________________________ BUILDING: ___________________________

LEVEL 1

Filed With: ___________________________ Date Filed: ___________________________

Signature of Grievant

Signature of Association

Addendum 1 - Description of Grievance and Position of the Grievant
Addendum 2 - Disposition of Grievance

Date

Signature

LEVEL 2

Filed With: ___________________________ Date Filed: ___________________________

Signature of Grievant

Signature of Association

Addendum 3 - Position of Grievant
Addendum 4 - Disposition of Grievance

Date

Signature

LEVEL 3

Filed With: ___________________________ Date Filed: ___________________________

Signature of Grievant

Signature of Association

Addendum 5 - Position of Grievant
Addendum 6 - Disposition of Grievance

Date

Signature
APPENDIX 5
ADDENDUM 1

No._______

1. Nature of the grievance and appropriate dates (including dates of discussion with the principal).

2. State provision of agreement which has been violated.

3. Remedy requested.