AGREEMENT

BETWEEN THE

BOARD OF EDUCATION

OF THE

METROPOLITAN SCHOOL DISTRICT

OF WASHINGTON TOWNSHIP

AND THE

WASHINGTON TOWNSHIP

EDUCATION ASSOCIATION

2013-2014
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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 P.L. 217 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


The grandfathered salary of teachers will be either the teacher’s July 1,
2012 salary paid on Appendix I-A or any changes in training columns
pursuant to the provisions of Appendix I-A. Pursuant to state law,
changes in training will not be recognized on Appendix I-C.

2. Starting Salary

For the 2013-2014 school year and thereafter 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 Appendix I-B. A starting teacher in his/her initial year will
receive the starting salary without any Performance Based Compensation
adjustment provided in Section A(3) below.

3. 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 as a teacher. The
Performance Based Compensation statutory criteria of Evaluation
and Experience will be utilized.

Teachers who receive a 2012-2013 evaluation ranking of “needs
improvement” or “ineffective” are ineligible for any raise,
increase, or stipend for the 2013-2014 school year.
Any increase to the salary base for teachers will be retroactive to the start of the 2013-2014 school year.

b. Evaluation

For those teachers who received either an evaluation ranking of "highly effective" or "effective" for the 2012-2013 school year will receive an increase in their base salary as indicated in Appendix I-C. Teachers will be paid the amount for the 2013-2014 school year which is listed next to the amount they made for the 2012-2013 school year. Teachers who received an evaluation ranking for the 2012-2013 school year of "Needs Improvement" or "Ineffective" will be paid the same amount as they were compensated in 2012-2013.

c. Experience

A teacher will receive a one-time stipend of Four Hundred and Sixty-Six Dollars ($466.00) for the 2013-2014 school year if a teacher meets the following criteria:

1. qualifies for a base salary raise pursuant to subsection (b) above which is not more than a One Thousand Four Hundred Dollar ($1,400.00) salary base adjustment; and
2. was present for the minimum number of days in the 2012-2013 school year in order to receive a qualifying evaluation.

B. ISTRF

The Board shall pay to the Indiana Teachers' Retirement Fund (ISTRF) the teacher's three percent (3%) contribution obligation to the ISTRF.

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 qualified to teach summer school will have earned an effective or highly effective rating and will be paid their hourly rate.

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 One Thousand Dollars ($1,000.00).

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 II-A and Appendix II-B.

B. Athletic Schedule

The athletic schedule contained in Appendix II-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.

D. Extra-Curricular Review Committee

The Superintendent and the WTEA President will appoint up to 5 representatives each for an Extracurricular Activity Salary Schedule ("ECA") Review Committee. This committee, by mutual agreement, may invite other individuals to present information to or answer questions from the committee, but not to participate. The role of the committee is to review the current ECA compensation schedule and prepare any recommendations concerning modification to the ECA compensation schedule. Recommendations will be made upon the concurrence of both the WTEA and School District. Those recommendations will be submitted to the respective parties' bargaining teams and should be submitted by June 1, 2014.

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 1st, 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 2012-2013 school year, returning teachers will be paid on the same payment basis as the 2011-2012 school year unless a change is timely elected.

Certain extra-curricular positions which are set forth in Appendix II-B will be paid in two pays as indicated in Appendix II-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 Indiana State Teacher Retirement Fund ("ISTRF") at the end of the school year will receive their remaining pay
before the end of June. Teachers otherwise resigning without retiring at the end of the school year with the ISTRF will be paid out on the pay date for the pay period in which their last day of work occurred.

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 2013-2014 will be August 30, 2013. 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 2014-2015 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 2013-2014 school year; or


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.

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.

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 ten (10) 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. Summer School Leave

Additional personal illness leave, non-accumulative, shall be granted for summer professional work which is contracted at a ratio of one (1) unit for each session.

E. 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.

F. 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 III) 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.

D. Stipends

A faculty member who does not use any personal business leave during the school year will be paid two hundred dollars ($200.00) as a stipend.

E. Personal Business Day Transition from 2012-2013 to 2013-2014

A teacher may roll up to two (2) days from the 2012-2013 school year to the 2013-2014 school year so that in addition to the annual entitlement a
teacher could have up to six (6) Personal Business Days for the 2013-2014 school year.

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 #4131, 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.**

The Association President or designee shall be entitled to thirty-one (31) 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.

**Section 8. Unpaid Leaves 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 tenure 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 tenure 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 tenure 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 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 exist.

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.

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 charged 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/Board Contribution

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

   Single Plan          $540.00
   Employee + Spouse    $1,053.00
   Employee + Child(ren) $911.50
   Family               $1,250.00

This contribution will be the same for either the PPO Plan or the HDHP Plan.
The teacher’s contribution will be deducted from over 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

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. Teacher Excess Premiums Fund

In the 2012-2013 Collective Bargaining Agreement, the School Corporation committed to contribute at a minimum of Five Million Two Hundred Twenty-nine
Thousand Two Hundred Thirty-four Dollars ($5,229,234.00). After October 1, 2013 (the start of the 2013-2014 health insurance premium renewal date) the School Corporation will undertake an accounting of the actual annual contribution contributed by the School Corporation to teacher’s health insurance premiums for the 2012-2013 premium year. If the actual aggregate contribution is less than the guaranteed aggregate contribution, then the difference will be deposited by the School Corporation into the Teacher Excess Premium Fund.

G. Changes

During the term of this agreement the providers and benefit schedules of health and dental care insurance shall remain as they were on October 1, 2012, 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. A working spouse provision will be implemented during the 2012-2013 premium year but no earlier than December 31, 2012.

H. 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.

I. Potential Refund to School District from Litigation Settlement

The Indiana Secretary of State has filed a lawsuit against the former Indiana State Teachers’ Association Insurance Trust and the Indiana State Teachers’ Association in connection with the losses incurred in the CSR reserves being held on behalf of certain school districts. The attorneys for the respective parties are in negotiations to settle the lawsuit on a basis which may include a refund to certain schools districts a portion of the former CSR reserves. Any refund amount received by the School District will be placed in a separate fund and not expend any of these funds until after the next negotiations.

Section 2. Dental Insurance/Board Contribution

A. Dental Insurance/Board Contribution

Effective for the 2013-2014 school year, the Board shall provide each eligible full-time faculty member with a monthly payment for the dental plan as follows:

<table>
<thead>
<tr>
<th>Plan Description</th>
<th>Monthly Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Plan</td>
<td>$26.84</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$52.43</td>
</tr>
</tbody>
</table>
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.

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. Workers' Compensation Insurance**

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

**Section 7. 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 8. 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 9. Section 125 Plan**

A Section 125 Flexible Benefit Plan will be available to all members and retirees of the bargaining unit.
Section 10. 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 11. 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 12. 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

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:
1. 403(b) Tax Deferred Providers
   a. VALIC
   b. 403(b) ASP
   c. American Fidelity
   d. AXA Equitable

   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.

2. 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

RETIREMENT 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. [Set 
forth on page no. 50 to page no. 60.]

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. [Set forth on page no. 60 to page no. 69.]

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 Article IX, Section 2, 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 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 to $6,000</td>
<td>One Payment</td>
</tr>
<tr>
<td>$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 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) 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.

2. A teacher 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 a family or two single membership plans. 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. Effective for the 2001/2002 school year, the school corporation contribution shall be according to the following table:

<table>
<thead>
<tr>
<th>Employees Schedule</th>
<th>Employee Required Salary Reduction</th>
<th>Corporation Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teachers on the BS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>schedule with</td>
<td>0 through 5 yr</td>
<td>$153.00</td>
</tr>
<tr>
<td></td>
<td>6 through 10 yr</td>
<td>202.00</td>
</tr>
<tr>
<td></td>
<td>11 through 15 yr</td>
<td>252.00</td>
</tr>
<tr>
<td></td>
<td>16 or more years</td>
<td>300.00</td>
</tr>
<tr>
<td>Teachers on the MS or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>higher schedule with</td>
<td>0 through 5 yr</td>
<td>$202.00</td>
</tr>
<tr>
<td></td>
<td>6 through 10 yr</td>
<td>252.00</td>
</tr>
<tr>
<td></td>
<td>11 through 15 yr</td>
<td>300.00</td>
</tr>
<tr>
<td></td>
<td>16 or more years</td>
<td>350.00</td>
</tr>
</tbody>
</table>

In the event an employee does not contribute the minimum required salary reduction amount, the corporation contribution will be zero. It is the employee's responsibility to increase the salary reduction amount to the minimum requirement for their level of education and years of service.

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

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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. Effective with the 2008-2009 school year, 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-A - 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.

The thirty-five hundredths percent (.35%) increase from the 2007-2008 school year to the 2008-2009 school year will be retroactive to the beginning of the 2008-2009 school year, and it will be paid with a lump sum deposit to the individual accounts before the end of September.

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 to implement a Retirement VEBA for the 2004-2005 school year. The provisions for such a program are set forth in this section and the Retirement VEBA Trust document.

b. Effective with the 2004-2005 school year 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-A) 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:

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**

   Effective October 1, 2007 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 State Teachers Retirement Fund**

   Effective October 1, 2007 the School District will participate in the Indiana State Teachers Retirement Fund ("ISTRF") 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 ISTRF.

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**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:

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

2. A teacher 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 a family or two single membership plans. 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. Beginning with the 2001/2002 school year, the school corporation contribution shall be according to the following table:

<table>
<thead>
<tr>
<th></th>
<th>Employee Required Salary Reduction</th>
<th>Corporation Contribution</th>
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<tr>
<td>Teachers on the BS</td>
<td>0 through 5 yr $153.00</td>
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<td>schedule with</td>
<td>6 through 10 yr $202.00</td>
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<td></td>
<td>11 through 15 yr $252.00</td>
<td>462.00</td>
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<tr>
<td></td>
<td>16 or more years $300.00</td>
<td>510.00</td>
</tr>
<tr>
<td>Teachers on the MS</td>
<td>0 through 5 yr $202.00</td>
<td>$412.00</td>
</tr>
<tr>
<td>or higher schedule</td>
<td>6 through 10 yr $252.00</td>
<td>462.00</td>
</tr>
<tr>
<td>with</td>
<td>11 through 15 yr $300.00</td>
<td>510.00</td>
</tr>
<tr>
<td></td>
<td>16 or more years $350.00</td>
<td>560.00</td>
</tr>
</tbody>
</table>

In the event an employee does not contribute the minimum required salary reduction amount, the corporation contribution will be zero. It is the employee’s responsibility to increase the salary reduction amount to the minimum requirement for their level of education and years of service.

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. Effective with the 2008-2009 school year, 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 I-A - 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.

   The thirty-five hundredths percent (.35%) increase from the 2007-2008 school year to the 2008-2009 school year will be retroactive to the beginning of the 2008-2009 school year, and it will be paid with a lump sum deposit to the individual accounts before the end of September.

   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 to implement a Retirement VEBA for the 2004-2005 school year. The provisions for such a program are set forth in this section and the Retirement VEBA Trust document.

b. Effective with the 2004-2005 school year 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-A) 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 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:

   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**

Effective October 1, 2007 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 State Teachers Retirement Fund**

Effective October 1, 2007 the School District will participate in the Indiana State Teachers Retirement Fund ("ISTRF") 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 ISTRF.

**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.

**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 Rights and Responsibilities chairperson(s) 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 VI. The forms shall be provided by the Association.

J. All written grievances and appeals of grievances must be signed by the Association Professional Rights and Responsibilities Chairperson(s) 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 Professional Rights and Responsibilities chairperson(s) and/or his/her 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 Professional Rights and Responsibilities chairperson(s) or his/her 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 Professional Rights and Responsibilities chairperson(s) and/or his/her 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 Professional Rights and Responsibilities chairperson(s) 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

A. Section 1. Term

This agreement shall be effective as of July 1, 2013, and shall continue in effect through June 30, 2014, 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.

B. 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.

C. Section 3. Parties

This agreement is made and entered into at Indianapolis, Indiana on this 25th day of September, 2013, 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."

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

Washington Township Education Association, Inc.

[Signature]
Jenny Thomas, President

[Signature]
Sabra Gage, Negotiating Chairperson

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

[Signature]
William D. Turner, President

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

[Signature]
Charles R. Rubright, Negotiating Chairperson

Attest:

[Signature]
Dr. Nikki Woodson
Superintendent of Schools

Ratified in public session this 25th day of September, 2013

Ratified this 24th day of September, 2013

2439713
APPENDIX I-A
MSD WASHINGTON
July 1, 2012
Grandfathered Salary Schedule

<table>
<thead>
<tr>
<th>Bachelor</th>
<th>Bachelor+15 Graduate Hours</th>
<th>Bachelor+30 Graduate Hours Or Masters</th>
<th>Bachelor+40 Graduate Hours Including Masters</th>
<th>Bachelor+50 Graduate Hours Including Masters</th>
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</tr>
<tr>
<td>56,158</td>
<td>56,158</td>
<td>60,701</td>
<td>61,428</td>
<td>62,155</td>
<td>62,500</td>
<td>63,409</td>
</tr>
<tr>
<td>56,703</td>
<td>56,703</td>
<td>62,519</td>
<td>63,246</td>
<td>63,972</td>
<td>64,590</td>
<td>65,499</td>
</tr>
<tr>
<td>56,703</td>
<td>56,703</td>
<td>64,336</td>
<td>65,063</td>
<td>65,790</td>
<td>66,717</td>
<td>67,625</td>
</tr>
<tr>
<td>56,703</td>
<td>56,703</td>
<td>66,153</td>
<td>66,880</td>
<td>67,607</td>
<td>68,879</td>
<td>69,788</td>
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<tr>
<td>56,703</td>
<td>56,703</td>
<td>67,971</td>
<td>68,698</td>
<td>69,425</td>
<td>70,879</td>
<td>71,787</td>
</tr>
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<td>56,703</td>
<td>69,879</td>
<td>70,606</td>
<td>71,333</td>
<td>72,787</td>
<td>73,605</td>
</tr>
<tr>
<td>57,430</td>
<td>57,430</td>
<td>72,696</td>
<td>73,423</td>
<td>74,150</td>
<td>75,604</td>
<td>76,331</td>
</tr>
</tbody>
</table>

A teacher’s Grandfathered Salary Schedule will be on the training and experience step that the teacher was paid for the 2011-2012 school year, except that a teacher may be relocated to the Master’s column if a Master’s program was started prior to July 1, 2011 and finished prior to September 2, 2014.
# APPENDIX I-B

## REGULAR TEACHING SALARY

**FOR A TEACHER IN TEACHER'S FIRST YEAR OF TEACHING**

**WITH THE METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNSHIP**

<table>
<thead>
<tr>
<th>Year</th>
<th>Bachelor</th>
<th>Bachelor+15 Graduate Hours</th>
<th>Bachelor+30 Graduate Hours Or Masters</th>
<th>Bachelor+40 Graduate Hours Including Masters</th>
<th>Bachelor+50 Graduate Hours Including Masters</th>
<th>Bachelor+60 Graduate Hours Including Masters</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>40,000</td>
<td>40,000</td>
<td>41,343</td>
<td>42,082</td>
<td>42,822</td>
<td>43,562</td>
</tr>
<tr>
<td>1</td>
<td>40,000</td>
<td>40,788</td>
<td>42,267</td>
<td>43,007</td>
<td>43,747</td>
<td>44,486</td>
</tr>
<tr>
<td>2</td>
<td>41,158</td>
<td>42,637</td>
<td>44,117</td>
<td>44,856</td>
<td>45,596</td>
<td>46,336</td>
</tr>
<tr>
<td>3</td>
<td>43,007</td>
<td>44,486</td>
<td>45,966</td>
<td>46,706</td>
<td>47,445</td>
<td>48,185</td>
</tr>
<tr>
<td>4</td>
<td>44,856</td>
<td>46,336</td>
<td>47,815</td>
<td>48,555</td>
<td>49,294</td>
<td>50,034</td>
</tr>
<tr>
<td>5</td>
<td>46,706</td>
<td>48,185</td>
<td>49,664</td>
<td>50,404</td>
<td>51,144</td>
<td>51,883</td>
</tr>
<tr>
<td>6</td>
<td>48,555</td>
<td>50,034</td>
<td>51,532</td>
<td>52,272</td>
<td>53,011</td>
<td>53,732</td>
</tr>
<tr>
<td>7</td>
<td>50,404</td>
<td>51,513</td>
<td>53,437</td>
<td>54,176</td>
<td>54,916</td>
<td>55,582</td>
</tr>
<tr>
<td>8</td>
<td>52,253</td>
<td>52,993</td>
<td>55,378</td>
<td>56,118</td>
<td>56,858</td>
<td>57,431</td>
</tr>
<tr>
<td>9</td>
<td>54,102</td>
<td>54,842</td>
<td>57,357</td>
<td>58,097</td>
<td>58,836</td>
<td>59,280</td>
</tr>
<tr>
<td>10 &amp; 10+</td>
<td>55,952</td>
<td>56,691</td>
<td>59,373</td>
<td>60,112</td>
<td>60,852</td>
<td>61,129</td>
</tr>
</tbody>
</table>

A beginning teacher must be paid the minimum of the salary at one-half of the teacher's experience (fractions rounded down) and cannot be paid more than the salary at the experience step for which a teacher may qualify up to a maximum of Step 10+.
## APPENDIX I-C

### 2013-2014 PERFORMANCE BASED COMPENSATION

**METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNSHIP**

<table>
<thead>
<tr>
<th>ROW</th>
<th>Bachelor's 12-13</th>
<th>Bachelor's 12-13</th>
<th>Bachelor's + 15 12-13</th>
<th>Bachelor's + 30 or Masters 12-13</th>
<th>Bachelor's + 40 inc Masters 12-13</th>
<th>Bachelor's + 50 inc Masters 12-13</th>
<th>Bachelor's + 60 inc Masters 12-13</th>
<th>Doctorate or PHD 12-13</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>36,348-37,909</td>
<td>40,000</td>
<td>37,802-38,463</td>
<td>40,000</td>
<td>39,256-39,943</td>
<td>41,343</td>
<td>39,983-40,682</td>
<td>42,082</td>
</tr>
<tr>
<td>C</td>
<td>40,892-41,607</td>
<td>43,007</td>
<td>40,528-41,237</td>
<td>42,637</td>
<td>41,982-42,717</td>
<td>44,117</td>
<td>42,709-43,456</td>
<td>45,856</td>
</tr>
<tr>
<td>H</td>
<td>49,979-50,883</td>
<td>52,253</td>
<td>49,252-50,113</td>
<td>51,513</td>
<td>51,142-52,037</td>
<td>53,437</td>
<td>51,869-52,776</td>
<td>54,176</td>
</tr>
<tr>
<td>J</td>
<td>53,613-54,552</td>
<td>55,952</td>
<td>52,523-53,442</td>
<td>54,842</td>
<td>54,995-55,957</td>
<td>57,357</td>
<td>55,721-56,697</td>
<td>58,097</td>
</tr>
<tr>
<td>K</td>
<td>55,067-56,031</td>
<td>57,343</td>
<td>54,340-55,291</td>
<td>56,691</td>
<td>56,975-57,973</td>
<td>59,373</td>
<td>57,702-58,712</td>
<td>60,112</td>
</tr>
<tr>
<td>L</td>
<td>56,158-57,140</td>
<td>58,540</td>
<td>55,431-56,401</td>
<td>57,801</td>
<td>58,884-59,914</td>
<td>61,314</td>
<td>59,611-60,654</td>
<td>62,054</td>
</tr>
<tr>
<td>M</td>
<td>56,703-57,695</td>
<td>59,095</td>
<td>56,002-57,140</td>
<td>58,540</td>
<td>60,701-61,763</td>
<td>63,163</td>
<td>61,428-62,503</td>
<td>63,903</td>
</tr>
<tr>
<td>P</td>
<td>66,153-67,311</td>
<td>68,711</td>
<td>66,880-68,051</td>
<td>69,451</td>
<td>67,607-68,790</td>
<td>70,190</td>
<td>68,879-70,085</td>
<td>71,485</td>
</tr>
<tr>
<td>Q</td>
<td>67,971-69,160</td>
<td>70,560</td>
<td>68,698-69,900</td>
<td>71,300</td>
<td>69,425-70,640</td>
<td>72,049</td>
<td>69,879-72,119</td>
<td>73,519</td>
</tr>
<tr>
<td>R</td>
<td>69,879-71,102</td>
<td>72,502</td>
<td>70,606-71,842</td>
<td>73,242</td>
<td>71,333-72,581</td>
<td>73,981</td>
<td>72,787-74,061</td>
<td>75,461</td>
</tr>
<tr>
<td>S</td>
<td>72,696-73,968</td>
<td>75,368</td>
<td>73,423-74,708</td>
<td>76,108</td>
<td>74,150-75,448</td>
<td>76,848</td>
<td>75,604-76,927</td>
<td>78,327</td>
</tr>
</tbody>
</table>

These salaries represent a regular teacher contract consisting of 185 days. Pursuant to state law, teachers may not change training lanes.
APPENDIX II-A
EXTRA-CURRICULAR SALARY SCHEDULE

<table>
<thead>
<tr>
<th>ASSIGNMENT</th>
<th>INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HIGH SCHOOL</strong></td>
<td></td>
</tr>
<tr>
<td>Director of Forensics</td>
<td>.14</td>
</tr>
<tr>
<td>Stage Director</td>
<td>.14</td>
</tr>
<tr>
<td>Drama</td>
<td>.14</td>
</tr>
<tr>
<td>Orchestra Director</td>
<td>.12</td>
</tr>
<tr>
<td>Band Director</td>
<td>.12</td>
</tr>
<tr>
<td>Athletic Supervisor</td>
<td>.12</td>
</tr>
<tr>
<td>Director of Intramurals</td>
<td>.10</td>
</tr>
<tr>
<td>Choral</td>
<td>.12</td>
</tr>
<tr>
<td>Drama Assistant</td>
<td>.09</td>
</tr>
<tr>
<td>Speech/Debate Assistant</td>
<td>.07</td>
</tr>
<tr>
<td>Senior Class Sponsor</td>
<td>.08</td>
</tr>
<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>.07</td>
</tr>
<tr>
<td>Director of Publications</td>
<td>.05</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><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>.06</td>
</tr>
<tr>
<td>Orchestra</td>
<td>.06</td>
</tr>
<tr>
<td>Choral</td>
<td>.06</td>
</tr>
<tr>
<td>Academic Competition Sponsor</td>
<td>.05</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>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>
</tbody>
</table>

54
**ELEMENTARY SCHOOL**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></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**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Bus Supervision</em></td>
<td>.05</td>
</tr>
<tr>
<td>Special Olympics Director(s)</td>
<td>.05</td>
</tr>
<tr>
<td>Vocational Youth Organizations</td>
<td>.01 Per Organization</td>
</tr>
<tr>
<td>Associate Teachers</td>
<td></td>
</tr>
<tr>
<td>- when assigned to a teacher</td>
<td></td>
</tr>
<tr>
<td>new to the school corporation</td>
<td>.015</td>
</tr>
<tr>
<td>- when assigned to a teacher</td>
<td></td>
</tr>
<tr>
<td>in their second year in the</td>
<td></td>
</tr>
<tr>
<td>school corporation</td>
<td>.0075</td>
</tr>
<tr>
<td>Wellness Coordinator</td>
<td>.10</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 II-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</td>
<td>.04</td>
<td>Training</td>
</tr>
</tbody>
</table>

### MIDDLE SCHOOL

<table>
<thead>
<tr>
<th>INDEX</th>
<th>SPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head Coach</td>
<td>.07</td>
</tr>
<tr>
<td>Head Coach</td>
<td>.06</td>
</tr>
<tr>
<td>Head Coach</td>
<td>.05</td>
</tr>
<tr>
<td>Assistant Coach</td>
<td>.05</td>
</tr>
<tr>
<td>Trainer</td>
<td>.04</td>
</tr>
<tr>
<td>Trainer</td>
<td>.04</td>
</tr>
<tr>
<td>Trainer</td>
<td>.03</td>
</tr>
</tbody>
</table>

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>
</tbody>
</table>

56
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sixth year</td>
<td>1.225</td>
</tr>
<tr>
<td>Seventh year or more</td>
<td>1.275</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.
<table>
<thead>
<tr>
<th>ECA Positions - Two Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fall</strong></td>
</tr>
<tr>
<td>* Football - HS</td>
</tr>
<tr>
<td>Football - MS</td>
</tr>
<tr>
<td>Soccer</td>
</tr>
<tr>
<td>Trainer -MS</td>
</tr>
<tr>
<td>Golf-Women's</td>
</tr>
<tr>
<td>Tennis-Men's</td>
</tr>
<tr>
<td>Volleyball</td>
</tr>
<tr>
<td>Cheerleading</td>
</tr>
<tr>
<td>Cross Country</td>
</tr>
<tr>
<td><strong>Winter</strong></td>
</tr>
<tr>
<td>* Basketball Men's -HS</td>
</tr>
<tr>
<td>* Basketball Women's -HS</td>
</tr>
<tr>
<td>Basketball Boys-MS</td>
</tr>
<tr>
<td>Basketball Girls-MS</td>
</tr>
<tr>
<td>Trainer.- MS</td>
</tr>
<tr>
<td>Swimming</td>
</tr>
<tr>
<td>Wrestling - HS</td>
</tr>
<tr>
<td>Wrestling-MS</td>
</tr>
<tr>
<td>Cheerleading</td>
</tr>
<tr>
<td><strong>Spring</strong></td>
</tr>
<tr>
<td>* Baseball</td>
</tr>
<tr>
<td>* Softball</td>
</tr>
<tr>
<td>Track</td>
</tr>
<tr>
<td>Trainer - MS</td>
</tr>
<tr>
<td>Golf-Men's</td>
</tr>
<tr>
<td>Tennis-Women's</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Seasonal Non-Athletic ECA's</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Intramurals - HS</td>
</tr>
<tr>
<td>Intramural Assistant - HS</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Intra murals (Fall) - MS</td>
<td>1st Sept, 1st Nov</td>
</tr>
<tr>
<td>Director of Intramura Is (Winter) -'MS</td>
<td>1st Nov, 1st Mar</td>
</tr>
<tr>
<td>Director of Intramurals (Spring) - MS</td>
<td>1st Apr, 1st May</td>
</tr>
<tr>
<td>Event</td>
<td>Dates</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>------------------</td>
</tr>
<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 III
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 III) 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 IV
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 V
ADDENDUM 1

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.