

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WARSAW COMMUNITY EDUCATION ASSOCIATION

AND

WARSAW COMMUNITY SCHOOLS

JULY 1, 2021

Through

JUNE 30, 2023

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WARSAW COMMUNITY SCHOOLS
Warsaw, Indiana
BARGAINING AGREEMENT

Introductory Information

A. Definitions

“Agreement” means this agreement between the Board of School Trustees of the Warsaw Community School Corporation and the Warsaw Community Education Association in effect from July 1, 2021 to June 30, 2023.

“Association” means the Warsaw Community Education Association.

“Board” means the Board of School Trustees of the Warsaw Community School Corporation.

“Corporation” means the Warsaw Community School Corporation.

“Teacher” means any certificated school employee under teacher contract with the Corporation for the contract agreement school year who is a member of the Association’s bargaining unit.

“Part-time Teacher” means a teacher who is contracted for less than a full school day or less than five days a week. Any part-time teacher with less than a 3/7(.43) Full-Time Equivalent (FTE) does not qualify for fringe benefits.

B. Recognition

The Board hereby recognizes the Warsaw Community Education Association as the exclusive representative of all teachers in the following bargaining unit:

All certificated teachers under contract to Warsaw Community Schools, excluding all Central Office Administrators, Principals, Assistant Principals, Director of Special Services, Assistant Director of Special Services, Athletic Director, Career Center Principal/Director, Assistant Career Center Director, Special Services Employees (other than Special Education Coordinators and Speech Language Pathologists), Substitute Teachers, Attendance Officer, Confidential Employees, Employees performing security work, and all other supervisors, as defined by IC 20-29-2 (P.L. 217 Acts 1973 as amended Acts 1976).

C. Terms of Agreement

The terms of this agreement shall be in full force and effect from July 1, 2021, through June 30, 2023. Individuals on extended contracts shall be paid according to the individual’s contract as executed.

Article 1 – Paid Leaves

A. Sick Leave

Each full-time and qualifying part-time teacher shall be granted ten (10) days of sick leave each year accumulative for the individual teacher only to a total of one hundred eighty-five (185) days including the current year's distribution. Sick leave absences taken by part-time teachers count as one day.

Teachers may use sick leave days because of illness, accident, medical appointment, or quarantine related to themselves or may use up to ten (10) days per year for the same reasons with respect to their immediate family. The Superintendent reserves the right to expand the definition of immediate family or to increase the number of days for family illness if the circumstances surrounding the request warrant special consideration. He/she can exercise this right without precedent. Sick leave may be used to keep a doctor's appointment when it is for the purpose of dealing with an existing physical malady. Excluded will be cosmetic surgery. For the purpose of this section, the immediate family shall include the teacher's spouse, children, step-children, parents, step-parent, grandparents, mother-in-law, father-in-law, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent or grandchild of spouse, aunt or uncle. It shall also include any other person living in the teacher's home.

Sick leave shall not be divided into less than one-half (1/2) day units.

Teachers employed to teach regular academic subjects during summer school shall be allowed to use accumulated sick leave deducted at the rate of one-half (1/2) day of sick leave for each day of absence. Substitute teachers will be provided by the Corporation during summer school.

Faculty personnel who leave the employment of Warsaw Community Schools except on a leave of absence shall forfeit all the unused days of sick leave and days so forfeited shall be restored in accordance with Indiana law if the faculty member should later re-enter the service of Warsaw Community Schools.

B. Sick Leave Bank

The School Board and the Association agree to continue a voluntary Sick Leave Bank subject to the following terms, conditions, and procedures.

Participation

The Sick Leave Bank Program is open to all full-time classroom teachers.

Structure

1. The bank is formed by voluntary participation and voluntary donations of one (1) day of personal sick leave by personnel.
 - a. No teacher shall be required to participate in the program.
 - b. A teacher who does not voluntarily donate one (1) day of sick leave is not qualified to receive benefits from the program.

- c. Participants will donate one (1) day of sick leave only once unless the bank becomes depleted to thirty (30) days in which case each participating teacher will be assessed one (1) day of sick leave to replenish the fund. Teachers will be notified and allowed the opportunity to opt out of the sick bank prior to the assessment. Teachers with a zero sick day balance at the time of assessment will be allowed to continue participation in the sick day bank with their contribution being made when sick leave days become available to them. Teachers new to the system are exempt from assessment in their first year.
 - d. The bank will be open for voluntary donations thirty (30) school days following the opening of school in the fall.
 - e. Teachers new to the system may participate by donating one (1) day of sick leave within thirty days of their first day of work.
 - f. Retirees may elect to donate up to ten (10) sick days upon their official retirements with the district. Any donation will be deducted from their balance.
 - g. All donated days lose their identity.
2. The bank will be a continuous year-to-year entity.
 3. The administration of the bank will be vested in the Sick Leave Bank Committee.

Use of Sick Leave Bank

1. Application of Need
 - a. Written application by the teacher or a member of his family accompanied by a physician's certificate stating the nature, length of disability, and prognosis of the person's condition shall be submitted to the Chairman of the Sick Leave Bank Committee.
2. Procedure
 - a. Applicant must have been a donating member of the sick leave bank prior to the time of need.
 - i. All medical information concerning an applicant shall be held in strict confidence by the Committee.
 - b. Applications will be acted upon by the Committee, and the Chairman shall inform the applicant or his/her appointee in writing of the decision of the Committee within five (5) days following the Committee action.
 - i. Any decision to grant sick leave days to an applicant shall be reported to the Warsaw Community School's business department.

- c. An applicant must use all of his/her accumulated sick leave days (this excludes personal days) before application may be acted upon by the Committee.
 - d. A maximum of thirty (30) days per teacher shall be granted per school year. At its discretion, the Sick Leave Bank Committee may recommend the Board of School Trustees grant up to a thirty (30) day extension.
3. Repayment of Loan
- a. The recipient who remains in the employment of the Warsaw Community Schools shall repay the bank the borrowed days at a minimum rate of three (3) days per school year until the loan has been repaid. Employees electing to repay days above the minimum may request this through the WCEA President.
 - b. A recipient who leaves the Warsaw Community Schools and still owes days to the Sick Leave Bank will have the school corporation transfer any accumulated sick leave days to the bank as payment of the loan.
 - c. Recipients who retire or become totally disabled after borrowing from the Sick Leave Bank and still owe days to the bank are exempt from repayment.

Sick Leave Bank Committee

The committee shall consist of two members of the administration, appointed by the Superintendent, and two members of the bargaining unit, appointed by the President of the Association. The President of the Association will act as chairperson of this committee and will have no voting power except in the event of a tie vote by the committee.

C. Personal Leave/Emergency Leave

Each teacher shall be entitled to three (3) days for the transaction of personal business and for the conducting of personal or civic affairs during each year of employment. All qualifying part-time teachers receive three (3) personal days. Each personal day absence counts as one day.

A request for personal leave shall be denied if the requested day is adjacent to a holiday or school break. The Superintendent reserves the right to deviate from this regulation if the circumstances surrounding the request warrant special consideration.

Personal leave shall not be divided into less than one-half (1/2) day units.

Teachers shall be compensated for unused personal leave days at the end of the school year in one of the following ways:

1. Unused personal days may be converted to accumulated sick leave days; or
2. The teacher may request to be compensated for unused personal days at the substitute teacher daily rate; or
3. The teacher may request to have unused personal days converted to emergency leave days.

4. Unused personal days of part-time teachers are paid at the same rate as the employee's FTE.

Unless the business department is notified, otherwise by no later than the last day of school, unused personal days shall automatically be converted to accumulated sick leave days. Teachers who have 185 sick days shall automatically be compensated for unused personal days at two times the regular substitute teacher daily rate.

Emergency leave days may accumulate to a maximum of six (6) days. Emergency leave days shall not be divided into less than one-half day units. Unused personal days which are converted into emergency leave days are not eligible for compensation.

Emergency leave may be requested for use as sick leave, family illness leave, funeral leave not provided in Article I, D, settling of an estate due to the death of an immediate family member (as defined in Article I, A), professional development leave not covered by other means, or other emergency circumstances. Emergency leave days may not be used as vacation days. Personal leave days must be exhausted before any emergency days are used.

Written requests for the use of emergency leave days must be submitted to the Superintendent's office for his/her review. Requests should be submitted prior to the date the days are used whenever possible. Reasons for the leave must be included in the request. The Superintendent may grant an emergency leave request without precedent or may elect to present the request to the Board of School Trustees for consideration.

D. Bereavement Leave

In the event of a death in the immediate family, the teacher shall be provided with a leave of five (5) school days within 60 calendar days of the date of death of the member of the immediate family. For the purpose of this section, the immediate family shall include the teacher's spouse, children, step-children, parents, step-parent, grandparents, mother-in-law, father-in-law, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent or grandchild of spouse, aunt or uncle. It shall also include any other person living in the teacher's home.

One day shall be allowed for death of other members of the family not included in the definition of the immediate family.

The Superintendent may increase the number of days in cases with extenuating circumstances.

E. Parental/Maternity Leave

A teacher may request an unpaid parental/maternity leave of absence up to six (6) months following the birth of the child or an adoption of a child. The leave may not exceed one year from the date of the birth. An approved leave will run concurrent with FMLA, when applicable. Leaves prior to the birth of the child will only be granted through an approved FMLA request. This leave may also be extended at the option of the Board. Notwithstanding any other provision of this Agreement, a teacher may use up to ten (10) days of available sick leave (not sick leave bank) for the birth or adoption of a child.

A request for parental/maternity leave of absence shall be received in Human Resources at least thirty (30) days in advance of the effective date of said leave request. In cases involving adoption, should circumstances warrant the thirty-day (30) requirement may be waived provided advance notice of intent to apply for parental leave because of adoption of a child was made.

The parental/maternity leave request must contain beginning and ending dates (at least tentative), thus establishing the approximate duration of the request.

A teacher returning from such leave will be placed on the salary compensation schedule at a rate no less than their most recent salary, and shall be eligible for all benefits provided by the corporation.

F. Adoption Leave

A teacher who legally adopts a child shall be entitled to use up to six consecutive weeks of accumulated sick leave to care for the child. Up to six weeks per occurrence of adoption per family may be utilized. The teacher shall not be authorized to make application to the sick leave bank for requested days. FMLA allows up to 12 weeks of leave following the adoption of a child.

In order to be eligible for the paid adoptive leave the teacher must notify Human Resources of the request for adoptive leave upon the acceptance of the application for adoption.

Domestic Adoptions

All such leaves shall commence on the date that the child is physically turned over to the teacher for the teacher's care or legal custody.

International Adoptions

All such leaves shall commence on the date the teacher leaves the United States to gain physical custody.

G. Disability Leave

Personnel who take a leave of absence due to disability and use accumulated sick leave are required to present a doctor's statement certifying such disability upon the request of the Corporation.

Further, personnel on an extended leave of absence due to disability must provide upon the request of the Corporation proof of continuing disability if absent from work.

When such personnel are able to return to work after an extended disability, they shall present a doctor's statement to their immediate supervisor certifying that they are able to return.

Personnel who anticipate temporary disability shall make the request to the office of the Superintendent of Schools at least ten (10) working days in advance of the effective date of said leave request, whenever possible.

The temporary disability leave request shall contain beginning and ending date (at least tentative), thus establishing the duration of the request.

H. Unpaid Leave of Absence

Family Medical Leave Act (FMLA)

Available and applicable accrued sick will be used concurrently during FMLA.

1. General

- a. The Family and Medical Leave Act of 1993 provides for up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for WCS for at least 12 months and for 1,250 hours over the previous 12 months. Employees need to work 36 weeks with an average of 35 hours per week in order to meet the criteria necessary for FMLA.
- b. Any leave for purposes covered by the FMLA is considered FMLA leave even if the employee does not specifically request a FMLA leave.
- c. The maximum FMLA leave is 60 days. Spouses employed by WCS will be limited to a combined total of 60 days of leave for certain situations as defined in the FMLA. The “rolling 12-month period measured backward” as per Federal Regulations part 825 is used to determine available leave.

2. Reasons For Taking Leave

Unpaid leave will be granted for any of the following reasons:

- a. To care for the employee’s child after birth, placement for adoption or foster care (up to one (1) year after birth or placement).
- b. To care for the employee’s spouse, son, daughter or parent who has a serious health condition.
- c. For a serious health condition that makes the employee unable to perform the employee’s job.
- d. For any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty”.

3. Notice and Medical Certification

The employee will be required to provide advance leave notice and may also be requested to provide medical certification. Taking a leave may be denied if requirements listed are not met.

- a. The employee must provide thirty (30) days advance notice when the leave is “foreseeable”.
- b. The employee may be required to provide medical certification to support a request for leave because of a serious health condition. Second or third opinions (at the employer’s expense) may also be required. A fitness for duty report is required before the employee may return to work.
- c. When the necessity for any FMLA leave occurs, the employee (or designee) must submit a completed Absence Request Form to their supervisor.

d. During any FMLA leave, the employee is obligated to notify the supervisor on a regular basis (as determined at the start of leave) of their condition and the estimated date of return to work.

4. Job Benefits

a. For the duration of FMLA leave, WCS will maintain the employee's health coverage.

b. During any FMLA leave, the employee is expected to continue making the regular contributions for all insurance benefits. If paychecks are being received, regular deductions will be made, otherwise the employee will be expected to make arrangements for payments.

c. For any unpaid leave of absence not covered by the FMLA, the employee is responsible to pay the total premium for any insurance coverage(s) they may have.

d. Available and applicable sick and vacation days MUST be used concurrently while on FMLA leave.

e. Upon return from a FMLA leave, most employees will be restored to their original or equivalent positions.

5. Conclusion

a. This is not intended to be an exhaustive explanation of the FMLA. For complete details, please refer to 29 C.F.R. part 825.

Leave of absence for up to one (1) year may be granted to any teacher upon written request to the Superintendent, for the purpose of participating in an exchange - program in other states, territories, or countries; foreign or military teaching programs; or a cultural, travel, or work program related to his/her professional responsibilities, provided that said teacher states in writing his/her intention to return to the school system.

A teacher returning from such leave shall be placed on the salary compensation schedule at a rate no less than their most recent salary, and shall be eligible for all benefits provided by the corporation.

I. Legal Leave

A teacher called for jury duty or subpoenaed to appear for a school related matter will be paid the teacher's regular daily salary. Any payment (not including mileage, meals, and lodging) received shall be remitted to Warsaw Community Schools.

It is further understood, that in the event a teacher is excused after reporting for jury or witness duty, that he/she will make every reasonable attempt to return to school for such assignments as are needed with the school corporation.

J. College Visitation/Graduation Leave

Each teacher shall be entitled up to two (2) days each year out of the allotment of contractual sick leave for college visitation and/or college graduation with an immediate family member. For the purpose of this section, immediate family shall include the teacher's spouse, children, and step-children. College visitation/graduation days cannot be used adjacent to a holiday or with any unpaid leave of absence days as defined by the contract. This pilot will be for the 2021-22 and 2022-23 contract. At this end of the term, data will be reviewed and this leave will expire unless re-negotiated in a future contract.

Article I - K. Foster/Guardianship Leave

Each teacher shall be entitled up to two (2) days each year out of the allotment of contractual sick leave for legal proceedings and placements due to foster/guardianship. This placement must be inside of the employee's immediate family. These foster/guardianship days cannot be used adjacent to a holiday or with any unpaid leave of absence days as defined by the contract. This pilot will be for the 2021-22 and 2022-23 contract. At this end of the term, data will be reviewed and this leave will expire unless re-negotiated in a future contract.

Article 2 – Insurance Benefits

A. Health Insurance

Each Board-appointed full-time or part-time teacher (3/7 { .43} or more FTE) and his/her immediate family members (spouse and children up to the age of 26) shall be eligible for a comprehensive health program.

All qualifying part-time teachers are eligible for single insurance coverage at the percentage of the premium established for full-time teachers. Family coverage may also be purchased. The Corporation will pay the cost of the family premium times the employees FTE. The part-time teacher shall be required to pay the balance of the premium.

Any certified person hired to begin employment after July 31, 1999, will have a new definition for eligible dependents. A spouse will not be considered an eligible dependent if he/she is eligible for group insurance under a plan offered by another employer. All certified personnel having family coverage prior to August 1, 1999, will be grandfathered for eligibility to maintain spousal coverage.

B. The Plans

High Deductible Health Plan (HDHP) Plans are as follows:

Option 1	Option 2
HDHP/HSA 3/6	HDHP/HSA 5/10
• Deductible \$3,000/\$6,000*	• Deductible \$5,000/\$10,000*
• Coinsurance 80%/20%	• Coinsurance 80%/20%
• Maximum Out-of-Pocket \$5,000/\$10,000	• Maximum Out-of-Pocket \$6,650/\$13,300**
• HSA Employer Contribution \$500/\$1,000	• HSA Employer Contribution \$500/\$1,000
*In-Network Deductibles	
**In accordance with ACA regulations	
Plan subject to change based on an ongoing evaluation by the insurance committee.	

1. The plan is coupled with an HSA that provides participants a vehicle to save money to cover the annual deductible in the short term, and future health and premium costs in the long term. The HSA functions much like an IRA. Money goes in tax- free, grows tax free, and will come out tax-free as long as it is used for healthcare related expenses.
2. WCS will contribute to participant HSA's \$500 for a single, and \$1,000 for a family plan. Contributions will be made during the period July 1, 2021, to June 30, 2023. For the 2021-2022 school year, WCS will contribute an additional \$100 to an employee HSA for participation in a health screening and result follow-up. This same additional contribution is at the School Board discretion for the 2022-2023 school year.
3. Employee premium contribution is 20% of the total premium cost.

C. Dental Insurance

Each teacher and his/her immediate family members shall be covered by a dental plan.

D. Long Term Disability Insurance

A long-term disability program shall be offered as follows:

1. The policy shall pay sixty percent (60%) of the salary after one hundred and eighty (180) calendar days of disability.
2. The cost of the policy to the teacher shall be one dollar (\$1.00) per month, paid annually via a one-time deduction of \$12.

E. Group Term Life Insurance

The Board of School Trustees will provide forty-five thousand dollars (\$45,000) term life insurance coverage for all unit members for the length of this contract.

The cost of the term life insurance shall be provided by the corporation except for an annual payment of one dollar (\$1.00) by participating members.

Any anticipated changes in insurance carriers shall be discussed prior to actual changes being made.

F. Absence Due to Injury

Any teacher who is injured while on the job and qualifies for Worker's Compensation benefits under the terms of the Worker's Compensation Statute shall be allowed to receive compensation in one of the following ways:

1. Compensation from Worker's Compensation only. This is based on two-thirds of the individual's average weekly wage (up to the maximum set by law). This is a complex issue. Please look into it carefully before making your decision.
2. Use personal illness days in addition to Worker's Compensation benefits. If a teacher desires to utilize this option, personal illness days will be bought back with any worker's compensation check received. A teacher choosing this option will receive a full day of pay for any sick day(s) he/she uses. Any worker's compensation payment must be signed over to the school. Sick days will be restored to the employee's account in 1/2 day increments for whatever portion the worker's compensation check will buy back.

Article 3 – Compensation

A. Extra-Curricular Pay Schedule

Note: Extra-curricular pay will be compensated during the time frame relevant to the part of the school year the sport or activity is held.

Positions will be compensated in accordance with the following schedule for regular employees. Compensation for extra-curricular positions may be split with teacher consent and approval by the Superintendent or the Superintendent's designee.

A committee will be established to review periodically the positions, groupings and pay for extra-curricular assignments and to make recommendations for consideration by the School Board and the Association. The provision is in the collective bargaining agreement for information purposes only; it was not bargained.

All Year	Payment made over employee's contracted pays.
Fall*	Payment made from 1st pay of school year through 7th pay of school year.
Winter*	Payment made from the 8th pay of school year through 14th pay of school year.
Spring*	Payment made from the 15th pay of the school year through the 20 th pay of school year.
PEEF**	Payment made from a completed PEEF form. (Per Form)

Groups 11, 12, and 13 plus multi-season extra-curricular positions that are not on the "All Year" schedule will be paid by PEEF.

Positions in the PEEF category will be paid after completion of the job responsibility or school year, whichever comes first. A completed PEEF, approved by the building administrator where the position is performed should be submitted to payroll for payment. PEEF positions for which the total payment will be over \$500 can be paid in two installments (midpoint and at end of the position) if the building administrator approves and arrangements are made in advance with payroll.

* A teacher may request that payment be made over the contracted days, subject to approval by the Superintendent.

**Payroll Extra Earnings Form

B. Groups

The number of positions listed is for information only and not a subject of bargaining.

The Board of School Trustees determines the number of positions and whether to fill any of the positions listed in this Article.

2021 – 2022 ECA Groups

GROUP 1

Varsity Football Coach (All Year)
Men's Varsity Basketball Coach (All Year)
Women's Varsity Basketball Coach (All Year)

GROUP 2

Director of Bands (All Year)

GROUP 3

High School Vocal Music (All Year)
Varsity Assistant Football Coach - 7 (Fall)
Varsity Volleyball Coach (Fall)
Men's Varsity Soccer (Fall)
Women's Varsity Soccer (Fall)
Men's Varsity Assistant Basketball Coach 3 (All Year)
Women's Assistant Varsity Basketball Coach 3 (All Year)
Men's Varsity Swim Coach (Winter)
Women's Varsity Swim Coach (Winter)
Varsity Wrestling Coach (Winter)
Varsity Baseball Coach (Spring)
Women's Varsity Softball Coach (Spring)
Men's Varsity Track Coach (Spring)
Women's Varsity Track Coach (Spring)

GROUP 4

Assistant High School Instrumental Music Director (All Year)
High School Play Director (All Year)
Men's Varsity Cross Country Coach (Fall)
Women's Varsity Cross Country Coach (Fall)
Women's Varsity Golf Coach (Fall)
Men's Varsity Tennis Coach (Fall)
Varsity Gymnastics Coach (Winter)
Men's Varsity Golf Coach (Spring)
Women's Varsity Tennis Coach (Spring)
Color Guard (Tigerettes) Sponsor (PEEF)
High School Head Cheerleading Coach

GROUP 5

High School Newspaper (All Year)
High School Yearbook (All Year)
Middle School Instrumental Music Director - 2 (All Year)
Men's Varsity Assistant Cross Country Coach - 2 (Fall)
Women's Varsity Assistant Cross Country Coach - 2 (Fall)
Freshman Football (Fall)
Women's Varsity Assistant Golf Coach (Fall)
Men's Varsity Assistant Soccer Coach - 2 (Fall)
Women's Varsity Assistant Soccer Coach (Fall)
Men's Varsity Assistant Tennis Coach (Fall)
Varsity Assistant Volleyball Coach (Fall)
Men's Freshman Basketball (Winter)
Women's Freshman High Basketball Coach (Winter)
Varsity Assistant Gymnastics Coach (Winter)
Men's Varsity Assistant Swim Coach (Winter)
Women's Assistant Varsity Swimming Coach (Winter)
Varsity Assistant Wrestling Coach - 2 (Winter)
Varsity Assistant Baseball Coach - 2 (Spring)
Men's Freshman Baseball (Spring)
Men's Varsity Assistant Golf Coach (Spring)
Women's Assistant Varsity Softball Coach - 2 (Spring)
Women's Assistant Varsity Tennis Coach (Spring)
Men's Varsity Assistant Track Coach - 3 (Spring)
Women's Varsity Assistant Track Coach - 3 (Spring)
Graduation Coaches 6 (4 at HS, 1 each MS) (All Year)
Orchestra (All Year)

GROUP 6

High School National Honor Society – 2 (All year)
High School Student Council - 3 (All Year)
High School FCCLA (All Year)
Middle School Vocal Music - 2 (All Year)
Middle School Cross Country – 2 (Fall)
Freshman Assistant Football (Fall)
Middle School Football Coach - 4 (Fall)
Freshman Volleyball Coach (Fall)
8th Grade Middle School Volleyball - 2 (Fall)
7th Grade Middle School Volleyball - 2 (Fall)
Freshman Assistant Men's Basketball (Winter)
8th Grade Middle School Men's Basketball - 2 (Winter)
7th Grade Middle School Men's Basketball - 2 (Winter)
Freshman Assistant Women's Basketball (Winter)

8th Grade Middle School Women's Basketball Coach – 2 (Winter)
7th Grade Middle School Women's Basketball Coach – 2 (Winter)
8th Grade Middle School Soccer – 2 (Fall)
7th Grade Middle School Soccer – 2 (Fall)
JROTC – 2 (All Year)
Natatorium Director (All Year)
Middle School Wrestling Coach – 2 (Winter)

GROUP 7

Department Coordinator - A (11 or More) (All Year)
Business Professionals of America Sponsors - 2 (All Year)
High School Assistant Play Director (1) (All Year)
High School Assistant Play Director (Musical) (1) (Spring) (Every Other Year)
Junior Class Concessions (All Year)
8th Grade Middle School Assistant Football Coach - 2 (Fall)
7th Grade Middle School Assistant Football Coach - 2 (Fall)
Elementary Boys' Basketball - 8 (Winter)
Elementary Girls' Basketball - 8 (Winter)
Middle School Assistant Wrestling Coach - 2 (Winter)
8th Grade Men's Middle School Track - 2 (Spring)
7th Grade Men's Middle School Track - 2 (Spring)
8th Grade Women's Middle School Track - 2 (Spring)
7th Grade Women's Middle School Track - 2 (Spring)
High School Cheerleader Assistant Coach (PEEF)
Freshmen Cheerleader Sponsor (PEEF)
Middle School Cheerleader Sponsor - 2 (PEEF)
Elementary Cheerleader Sponsor (PEEF)
Speech Club (PEEF)

GROUP 8

Department Coordinator - B (5 TO 10) (All Year)
Elementary Boys' Soccer - 8 (Fall)
Elementary Girls' Volleyball – 8 (Fall)
Boys' Elementary Track - 8 (Spring)
Girls' Elementary Track - 8 (Spring)
Unified Track Head Coach – 1 (Spring)

GROUP 9

Middle School Student Council - 2 (All Year)
Junior Prom (All Year)
Unified Head Football Coach – 1 (Fall)
Unified Track and Field Assistant Coach – 2 (Spring)
Middle School Yearbook Sponsor - 2 (All Year)
High School Conditioning/Weightlifting (All Year)

GROUP 10

High School Academic Super Bowl Coach (All Year)
Academic Coaches (4) (All Year)
High School Spanish Club (All Year)
High School German Club (All Year)
High School French Club Sponsor (All Year)
High School Junior Classical League (All Year)
High School Thespians (All Year)
High School Creative Writing (All Year)
High School Art Club (All Year)
High School S.A.D.D. (All Year)
High School Math Club - 2 (All Year)
Unified Football Assistant Coach – 1 (Fall)

GROUP 11

High School Intramurals (PEEF)
Middle School Intramurals (PEEF)

Elementary Intramurals (PEEF)

High School Clubs (PEEF)
Middle School Clubs (PEEF)
Elementary Clubs (PEEF)

GROUP 12

RTI Team Chair - 11 (PEEF)

GROUP 13

RTI Team Members - 44 (PEEF)

GROUP 14

Department Coordinator - C (No Stipend)

2022-2023 ECA Schedule

C. Groups

The number of positions listed is for information only and not a subject of bargaining. The Board of School Trustees determines the number of positions and whether to fill any of the positions listed in this Article.

GROUP 1

Varsity Football Coach (All Year)
Men's Varsity Basketball Coach (All Year)
Women's Varsity Basketball Coach (All Year)

GROUP 2

Men's Varsity Soccer (Fall)
Women's Varsity Soccer (Fall)
Varsity Volleyball Coach (Fall)
Men's Varsity Swim Coach (Winter)
Women's Varsity Swim Coach (Winter)
Varsity Wrestling Coach (Winter)
Varsity Baseball Coach (Spring)
Women's Varsity Softball Coach (Spring)
Men's Varsity Track Coach (Spring)
Women's Varsity Track Coach (Spring)

GROUP 3

High School Vocal Music (All Year)
Varsity Assistant Football Coach - 7 (Fall)
Men's Varsity Assistant Basketball Coach 3 (All Year)
Women's Assistant Varsity Basketball Coach 3 (All Year)
Men's Varsity Cross Country Coach (Fall)
Women's Varsity Cross Country Coach (Fall)
Men's Varsity Tennis Coach (Fall)
Varsity Gymnastics Coach (Winter)
Women's Varsity Tennis Coach (Spring)
High School Head Cheerleading Coach

GROUP 4

Assistant High School Instrumental Music Director (All Year)
High School Play Director (All Year)
Women's Varsity Golf Coach (Fall)
Men's Varsity Golf Coach (Spring)
Color Guard (Tigerettes) Sponsor (PEEF)

GROUP 5

High School Newspaper (All Year)
High School Yearbook (All Year)
Middle School Instrumental Music Director - 2 (All Year)
Men's Varsity Assistant Cross Country Coach - 2 (Fall)
Women's Varsity Assistant Cross Country Coach - 2 (Fall)
Freshman Football (Fall)
Women's Varsity Assistant Golf Coach (Fall)
Men's Varsity Assistant Soccer Coach - 2 (Fall)
Women's Varsity Assistant Soccer Coach 2 (Fall)
Men's Varsity Assistant Tennis Coach (Fall)
Varsity Assistant Volleyball Coach (Fall)
Men's Freshman Basketball (Winter)
Women's Freshman High Basketball Coach (Winter)
Varsity Assistant Gymnastics Coach (Winter)
Men's Varsity Assistant Swim Coach (Winter)
Women's Assistant Varsity Swimming Coach (Winter)
Varsity Assistant Wrestling Coach - 2 (Winter)
Varsity Assistant Baseball Coach - 2 (Spring)
Men's Freshman Baseball (Spring)
Men's Varsity Assistant Golf Coach (Spring)
Women's Assistant Varsity Softball Coach - 2 (Spring)
Women's Assistant Varsity Tennis Coach (Spring)
Men's Varsity Assistant Track Coach - 3 (Spring)
Women's Varsity Assistant Track Coach - 3 (Spring)
Graduation Coaches 6 (4 at HS, 1 each MS) (All Year)
Orchestra (All Year)

GROUP 6

High School National Honor Society - 2 (All year)
High School Student Council - 3 (All Year)
High School FCCLA (All Year)
Middle School Vocal Music - 2 (All Year)
Middle School Cross Country - 2 (Fall)

Freshman Assistant Football (Fall)
 Middle School Football Coach - 4 (Fall)
 Freshman Volleyball Coach (Fall)
 8th Grade Middle School Volleyball - 2 (Fall)
 7th Grade Middle School Volleyball - 2 (Fall)
 Freshman Assistant Men's Basketball (Winter)
 8th Grade Middle School Men's Basketball - 2 (Winter)
 7th Grade Middle School Men's Basketball - 2 (Winter)
 Freshman Assistant Women's Basketball (Winter)
 8th Grade Middle School Women's Basketball Coach - 2 (Winter)
 7th Grade Middle School Women's Basketball Coach - 2 (Winter)
 8th Grade Middle School Soccer - 2 (Fall)
 7th Grade Middle School Soccer - 2 (Fall)
 JROTC (All Year)
 Natatorium Director (All Year)
 Middle School Wrestling Coach - 2 (Winter)
 8th Grade Men's Middle School Track - 2 (Spring)
 7th Grade Men's Middle School Track - 2 (Spring)
 8th Grade Women's Middle School Track - 2 (Spring)
 7th Grade Women's Middle School Track - 2 (Spring)
 Freshmen Cheerleader Sponsor (PEEF)

GROUP 7

Department Coordinator - A (11 or More) (All Year)
 Business Professionals of America Sponsors - 2 (All Year)
 High School Assistant Play Director (1) (All Year)
 High School Assistant Play Director (Musical) (1) (Spring) (Every Other Year)
 Junior Class Concessions (All Year)
 8th Grade Middle School Assistant Football Coach - 2 (Fall)
 7th Grade Middle School Assistant Football Coach - 2 (Fall)
 Elementary Boys' Basketball - 8 (Winter)
 Elementary Girls' Basketball - 8 (Winter)
 Middle School Assistant Wrestling Coach - 2 (Winter)
 High School Cheerleader Assistant Coach (PEEF)
 Freshmen Cheerleader Sponsor (PEEF)
 Middle School Cheerleader Sponsor - 2 (PEEF)
 Elementary Cheerleader Sponsor (PEEF)
 Speech Club (PEEF)

GROUP 8

Department Coordinator - B (5 TO 10) (All Year)
Elementary Boys' Soccer - 8 (Fall)
Elementary Girls' Volleyball – 8(Fall)
Boys' Elementary Track - 8 (Spring)
Girls' Elementary Track - 8 (Spring)
Unified Track Head Coach – 1 (Spring)
Unified Head Football Coach – 1 (Fall)

GROUP 9

Middle School Student Council - 2 (All Year)
Junior Prom (All Year)
Unified Track and Field Assistant Coach – 2 (Spring)
Middle School Yearbook Sponsor - 2 (All Year)
High School Conditioning/Weightlifting (All Year)
Unified Football Assistant Coach – 1 (Fall)

GROUP 10

High School Academic Super Bowl Coach (All Year)
Academic Coaches (4) (All Year)
High School Spanish Club (All Year)
High School German Club (All Year)
High School French Club Sponsor (All Year)
High School Junior Classical League (All Year)
High School Thespians (All Year)
High School Creative Writing (All Year)
High School Art Club (All Year)
High School S.A.D.D. (All Year)
High School Math Club - 2 (All Year)

GROUP 11

High School Intramurals (PEEF)
Middle School Intramurals (PEEF)
Elementary Intramurals (PEEF)
High School Clubs (PEEF)
Middle School Clubs (PEEF)
Elementary Clubs (PEEF)

GROUP 12

RTI Team Chair - 11 (PEEF)

GROUP 13

RTI Team Members - 44 (PEEF)

GROUP 14

Department Coordinator - C (NoStipend)

***Director of Bands (All Year) 1- 3yrs \$8,695 4+ \$11,180

Department Coordinators

A	11 or more teachers	Additional prep and pay level 7
B	5 - 10 teachers	Additional prep and pay level 8
C	0 -4 teachers	Additional prep

D. Years in Position (Includes Current Year)

Positions will be compensated in accordance with the following schedule for regular employees. Compensation for extra-curricular positions may be split with teacher consent. 26 pays for certified teachers.

2021 - 2023 ECA Schedule

<u>Group</u>	<u>1-3 Years</u>	<u>4 or More Years</u>
1	12,563	14,706
2	4,181	5,181
3	3,501	4,348
4	2,801	3,501
5	2,128	2,801
6	1,515	2,128
7	1,251	1,778
8	930	1,251
9	755	1,076
10	428	
11	12.50/Hour	

Clubs & Intramurals

WCHS - \$12.50per hour with a \$2,520 maximum

WACC - \$12.50 per hour with a \$2,520 maximum

GEC - \$12.50per hour with a \$2,520 maximum

Clubs/Intramurals

Elementary - \$12.50 per hour with a \$3,750 maximum per elementary school totaling \$30,000 per year. Elementary Schools included:

Claypool, Eisenhower, Harrison, Jefferson, Leesburg, Lincoln, Madison, and Washington -

Clubs/Intramurals

Middle Schools - \$12.50per hour with a = \$4,375 per Middle School, totaling \$8,750 per year. Middle Schools included: Edgewood Middle School and Lakeview Middle Schools.

Robotics Clubs

WACC Robotics - \$12.50 per hour with a \$1,250 maximum.

Middle School Robotics - \$12.50 per hour with a \$1,250 maximum per middle school, totaling \$2,405 per year.

Elementary Robotics – \$12.50 per hour with a \$1,250 maximum per elementary school, totaling \$10,000 per year. Elementary Schools included: Claypool, Eisenhower, Harrison, Jefferson, Leesburg, Lincoln, Madison & Washington.

Hours noted in the Clubs/Intramurals section above are used to determine the maximum budgetary amounts maximums for each building.

12 \$929 per position

13 \$679 per position

14 Prep Only No Stipend

Extra-curricular activities payments will be based on years of experience and appropriate group rate.

This experience factor is determined by the total experience in the activity, which includes:

1. Experience in this system
2. Experience in another system
3. Experience in a comparable position (To be established by the Professional Relations Group in the discussion process).
4. Experience in an assistant's position

The following guidelines are to be used in determining experience:

1. Coaching experience must be "sport specific" to count except at the elementary level.
2. One-year maximum counted per school calendar year of coaching. Examples: 2010-11 coaches football = 1 year; 2011-12 coaches football and wrestling = 1 year.
3. Camps and community coaching count toward years of experience. However, if more than one camp is conducted during the school year, only one year is credited. Examples: 2010-11 Coaches Peeewe Football and assists with a wrestling camp = 1 year in each sport; 2011-12 Assists with three wrestling camps = 1 year.
4. Experience participating as an athlete does not count toward coaching experience.
5. Documentation will be required to validate coaching experience.

E. Club Criteria

1. Individuals who provide an extra-curricular club that develops the special talents of a group of pupils may apply for an hourly remuneration from this fund.
2. Each building will have a committee of three teachers and the principal which will have the responsibility of selecting the clubs that will be supported with these funds.
3. The teachers on the committee will be selected in the following manner:
 - a. Principal appoints one (1) member
 - b. Staff elects two (2) members
4. Staff members desiring an allocation of these funds for an extra-curricular club must submit an application. This application must:
 - a. Identify the group of pupils to be served.
 - b. Identify the special talent that will be developed by the extra-curricular club.
 - c. Describe the events in which the group will be involved.
 - d. State the minimum number of meetings or events planned for the extra-curricular club.
 - e. State the maximum number of hours for which the individual is requesting remuneration.
5. No extra-curricular club may be allocated more than 50 percent of a building's funds.
6. The provisions of this Section D were not bargained, but are included for information only.

F. Compensation Model

Eligible teachers may earn up to eight (8) units. Teachers receiving an Ineffective or Needs Improvement rating on the WCS RISE Evaluation Model are not eligible to earn units. Units available to earn include:

Evaluation – five (5) units

Evaluations for the 2020-2021 and 2021-2022 school years are completed using the WCS RISE Evaluation Model. Teachers who are rated as Effective or Highly Effective earn five (5) units. Ability to earn units applies only to staff members who worked in the 2020-2021 and working in the 2021-2022 school year or 2021-2022 and working in the 2022-2023 school year.

Years of Experience – two (2) units

Teachers who were employed 120+ days during the previous school year earn two (2) units. Ability to earn years of experience units applies only to staff members who worked in the 2020-2021 for the 2021-2022 school year or

worked in the 2021-2022 school year for the 2022-2023 school year.

Leadership – one (1) unit

Teachers who are assigned and actively participated on a Professional Learning Community (PLC) team during the 2020-2021 school year earn one (1) unit for the 2021-2022 school year and those participating in a PLC during the 2021-2022 will receive 1 unit for the 2022-2023 school year.

Ability to earn a leadership unit applies only to staff members who worked in the 2020- 2021 for the 2021-2022 school year and those who work in the 2021-2022 for the 2022-2023 school year.

The above eight (8) units will be added to the base salary of teachers.

In determining unit value, the total amount available for raises will be divided by the number of units for all individuals who earn an “effective” or “highly effective” rating. Individuals who score “improvement necessary” or “ineffective” will not be awarded any increases.

Subject to the preceding paragraph, each unit has a tentative value of \$425.00 for the 2021-2022 school year and \$212.50 for the 2022-2023 school year. The amount available for salary increases is \$1,438,141 for 2021-2022 and \$736,372 for the 2022-2023 school year. If the entire amount available for salary increases is not distributed because of a teacher or teachers not receiving an effective or highly effective rating, the balance shall be distributed as a stipend equally to all teachers eligible for a salary increase.

The salary range is \$38,600- \$70,504 prior to any salary increases for the current contract period.

Teacher Retention Catch-up

Certain eligible teachers may receive additional salary increases for the 2021-2022 and 2022-2023 school years. These increases are intended to qualify under the teacher retention catch-up provisions of IC 20-28-9-1.5(d)(2). These increases are based on academic needs, defined as the need to retain teachers who have been adversely affected by the insufficiency or lack of prior raises and the inability to adequately compensate them under prior restrictions. The academic needs of the students require that Warsaw Community Schools do its best to attract and retain the most highly qualified teachers.

For the 2021-2022 school year teachers with one year of experience at the beginning of the applicable school year shall receive an additional salary increase of \$200; teachers with two years of experience at the beginning of the applicable school year shall receive an additional salary increase of \$300; teachers with three or four years of experience at the beginning of the applicable school year shall receive an additional salary increase of \$400; teachers with five years of experience at the beginning of the applicable school year shall receive an additional salary increase of \$300; teachers with six years of experience at the beginning of the applicable school year shall receive an additional salary increase of \$250; teachers

with seven years of experience at the beginning of the applicable school year shall receive an additional salary increase of \$100; and teachers with eight years of experience at the beginning of the applicable school year shall receive an additional salary increase of \$50.

In addition, for the 2022-2023 school year, teachers with at least 16 but not more than 26 years of experience (as of September 2021) shall receive an additional salary increase of \$450.

In addition, for the 2022-2023 school year, a master's catchup for six (6) current teachers are being aligned with colleagues that have their master's degrees and exact years of experience.

These salary increases are in comparison to an increase for newly hired teachers of \$3,500 for the 2021-2022 school year and \$1,600 for the 2022-2023 school year.

F. Stipends

(1) Training Stipend

(a) Teachers participating in approved training required for Advance Placement, Dual Credit, or Project Lead the Way may receive a stipend in the amount of One Hundred Dollars (\$100) per day. Training lasting six hours or more shall constitute a day for this purpose and the stipend shall be pro-rated for training lasting less than six hours per day. This stipend is not included in the teacher's base salary.

(b) The Corporation may adopt and enforce guidelines to implement and enforce this provision.

(2) Criminal History Background Checks

The Corporation may pay for required criminal history background checks. These follow-up background reports are state required and WCS may assume the costs.

Article 4 – Grievance Procedure

A. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

B. Definitions

A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

A "teacher" is any person in the unit covered by this agreement.

An "aggrieved party" is the teacher, group of teachers, or the Association.

C. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the grievant immediate supervisor.
2. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within twenty (20) days after the aggrieved party, or the Association, knew or should have known of the events or conditions on which it is based.
4. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the building principal.
5. The Association may submit any grievance that involves a group or class of teachers. If it is not limited in effect to one school, the grievance shall be submitted directly to the chief school administrator.

D. Grievance Procedure

1. The building principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the building principal or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the chief school administrator. Such submission shall be within five (5) days of the determination at this stage.
2. The chief school administrator or his designated representative shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party a written statement of his position with respect to the grievance no later than two (2) weeks after it is received by him.
3. In the event the Association is not satisfied with the statement (referred to above) of the other party with respect to the grievance, it may, within fifteen (15) business days after receiving the statement, refer a copy of the grievance to the Board of School Trustees.
4. Upon receipt of the statement, the Board of School Trustees will respond with a determination in writing within fifteen (15) business days.

Article 5 - Maintenance of Standards

The provisions of this agreement, relating to salary, wages, hours, and wage-related fringe benefits, in effect at the time this agreement is signed, shall remain in effect until June 30, 2023. However, if a successor agreement has not been reached, the above provisions will remain in effect until an agreement has been reached.

Article 6 – New Hires

The following schedule will be used to determine base salary for new employees beginning with the 2021-2022 and 2022-2023 schoolyears. The schedule is primarily based on the mode salary of teachers with the indicated years of effective service and level of education, calculated after salary increases made by this agreement.

2021-2022 SALARY SCHEDULE

EXPERIENCE	B.S.	M.S.
0	\$ 42,100	\$44,433
1	\$ 42,200	\$44,633
2	\$42,400	\$44,733
3	\$42,700	\$45,953
4	\$42,900	\$47,074
5	\$43,828	\$47,228
6	\$44,278	\$47,232
7	\$44,678	\$47,732
8	\$44,728	\$48,336
9	\$46,226	\$49,400
10	\$46,749	\$50,090
11	\$47,094	\$51,600
12		\$52,088

13		\$53,009
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2022-2023 SALARY SCHEDULE

EXPERIENCE	B.S.	M.S.
0	\$43,700	\$46,033
1	\$43,900	\$46,333
2	\$44,100	\$46,433
3	\$44,400	\$47,653
4	\$44,600	\$48,774
5	\$45,528	\$48,928
6	\$45,978	\$48,932
7	\$46,378	\$49,432
8	\$46,428	\$50,036
9	\$47,926	\$51,100
10	\$48,449	\$51,790
11	\$48,794	\$53,300
12		\$53,788
13		\$54,709

An experienced teacher new to the district can make no more than the maximum top of the scale salary shown for the respective degree held by the teacher at the time of his/her hire. However, in the case of critical need positions, beginning salary may deviate from the above schedule as determined by the Superintendent, provided that such deviation may not result in a salary higher than \$5,000 above the experience level classification.

In the event of the hiring of a teacher who previously retired from the Corporation and is not eligible for additional TRF contributions by the Corporation, the Superintendent may deviate from the above schedule by up to the percent of TRF contribution (5.5%) for current teachers.

No salary deviation made by the Superintendent under the above paragraphs is to be bargained, but the Superintendent shall consult with and discuss the deviation with a committee composed of the Superintendent, the President of the WCEA, and any members appointed by them.

Article 12 – Ratification

This Agreement is effective from July 1, 2021, through June 30, 2023. It was ratified by the Association on [REDACTED], 2021, and approved by the Board of School Trustees on [REDACTED], 2021. The undersigned attest that a public hearing was held in compliance with IC 20-29-6-1(b) on August 10, 2021, and electronic participation from the parties and public was not permitted. The undersigned further attest that a public meeting in compliance with IC 20-29-6-19 was held on October [REDACTED], 2021, to discuss the tentative agreement and electronic participation from the governing body and public was not permitted.

This Agreement is so attested to by the parties whose signatures appear below:

BOARD OF SCHOOL TRUSTEES OF WARSAW COMMUNITY SCHOOLS:

Board President _____

Board Secretary _____

Superintendent of Schools _____

WARSAW COMMUNITY EDUCATION ASSOCIATION:

Association President _____

Association Vice-President _____

Bargaining Team Chairperson _____