

**WA-NEE COMMUNITY SCHOOLS**  
1300 North Main Street  
Nappanee, IN 46550

**CONTRACTUAL AGREEMENT BETWEEN THE  
BOARD OF SCHOOL TRUSTEES  
OF WA-NEE COMMUNITY SCHOOLS  
AND THE  
WA-NEE EDUCATION ASSOCIATION**

July 1, 2021 to June 30, 2023

**PREAMBLE**

**The Board of School Trustees of the Wa-Nee Community Schools of Elkhart-Kosciusko Counties, State of Indiana, hereinafter referred to as the Board, and the Wa-Nee Education Association, hereinafter referred as the Association, agree as follows:**

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## **Article I**

### **RECOGNITION AND DEFINITION**

#### **1.10 RECOGNITION**

In accordance with IC 20-29, the Wa-Nee Community Schools hereby recognizes the Wa-Nee Education Association as the Exclusive Representative for purposes of collective bargaining and discussion. Such representation shall include all certified employees teaching under a regular teachers contract of the Wa-Nee Community Schools, except for the Superintendent, all Assistant Superintendents, all Business Managers, all Principals, Vice-Principals or Assistant Principals, High School Athletic Director, Director of Technology, Director of Transportation, substitute teachers, para-professionals, long-term substitutes, speech and language pathologists (SLPs) and individuals teaching under a temporary contract.

#### **1.20 DEFINITIONS**

- A. The term “Teacher” when used in this Agreement shall refer to all certificated employees except for those certificated employees excluded from the bargaining unit as specified in the Recognition Clause.
- B. The term “Superintendent” when used in this agreement shall refer to Superintendent of the Wa-Nee Community Schools.
- C. The term “Board” when used in this agreement shall refer to the Wa-Nee Community Schools’ official governing body “The Board of School Trustees”.
- D. The term “Association” when used in this agreement shall refer to the Wa-Nee Education Association as officially recognized in this agreement under Article I, Item 1.10.
- E. The term “School Corporation” when used in this agreement shall refer to the Wa-Nee Community Schools of Elkhart-Kosciusko Counties of the State of Indiana.
- F. The term “Emergency” when used in this agreement shall refer to a condition or situation which could not have been anticipated under normal circumstances.
- G. As used in this agreement, the masculine gender shall refer to both male and female.

## **Article II**

### **PROVISIONS OF AGREEMENT**

- 2.10 This Agreement supersedes all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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

## **Article III**

### **ASSOCIATION AND TEACHER RIGHTS**

- 3.10 ASSOCIATION RIGHTS

The Board agrees to deduct from the salaries of teachers who are members of the Association, the dues of such associations as teachers voluntarily and individually authorize on forms provided by the Association. The association will be responsible for collecting unpaid dues of teachers whose payroll is interrupted due to leaves of absence, retirement, resignation, etc.

## **Article IV**

### **LEAVE POLICIES FOR PROFESSIONAL STAFF**

- 4.10 SICK LEAVE

- A. The Board will provide a total of ten (10) days leave each year for each teacher for personal or family illness. Family is defined as the teacher's spouse, child, father, mother, sibling, mother-in-law, father-in-law, grandchild, person living in teacher's immediate household, or anyone for whom the teacher can provide proof of legal responsibility. A teacher may use up to two (2) of these ten (10) sick leave days for the birth of a grandchild. Unused sick days may be accumulated to a maximum of 180 days. Sick days shall not be taken in less than one-half (1/2) day units.
- B. Annually, all unused personal leave days may be transferred to the teacher's sick leave accumulation.
- C. Each returning teacher shall be given a statement regarding his/her accumulated sick leave during the first month of each school year.
- D. In the event any teacher shall have accumulated one (1) or more days of sick leave in another school corporation of this state and shall thereupon become employed in the Wa-Nee School Corporation, then there shall be transferred at the beginning of the second year and each succeeding year of such employment up to three (3) days of certified accumulated sick leave from the former school corporation until the number of accumulated sick leave days to which said teacher was entitled in the last place of

employment shall be exhausted.

- E. A teacher may take leave days under the Sick Leave section of this collectively bargained Agreement in order to meet personal medical or dental appointments.
- F. A teacher shall provide medical documentation in the event that he/she must take a leave of absence that is greater than five (5) consecutive days or exceeds ten days in any month.
- G. A statement by a second physician may be required upon the recommendation of the Board at the Board's expense.
- H. After accumulating 30 Personal Illness Days, a teacher who used no more than two (2) sick days in a contract year may have the remaining sick days added to their accumulated days or may choose to sell the eight (8) days back to the corporation at the current Tier 1/starting rate of a regular substitute teacher. No teacher is permitted to sell more than eight (8) days in a contract year. All additional remaining sick days shall be added to the teacher's accumulated sick leave days up to 180 days. This amount shall be awarded on the second pay in June.
- I. If it becomes necessary for a summer school teacher to be absent for sick/family leave, the employee's sick time will be used. For sessions of 20 days or less one (1) absence may be used. For all other sessions a maximum of two (2) absences may be used.

#### 4.11 SICK LEAVE BANK

- A. The Board agrees to continue the established Sick Leave Bank in cooperation with the Association. Upon application to utilize the Sick Leave Bank, a teacher shall complete an FMLA application and provide a statement by the attending physician verifying the need and approximate duration of the illness. A statement by a second physician may be required upon the recommendation of either the Board or the Association provided that such physician shall be agreed to jointly by the Board and the Association. The Board shall be responsible for the cost of the statement from the second physician. Specific stipulations of the Sick Leave Bank are as follows:
  - 1. To establish membership to the sick leave bank, each participating teacher, upon employment, shall have thirty (30) work days to voluntarily donate two sick leave days to the Sick Leave Bank.
  - 2. The maximum number of sick leave days which may be borrowed from the bank by any participating teacher after exhausting individual accumulated sick leave, shall be 180 days regardless of the number of school years or calendar days involved or the number of illnesses involved.
  - 3. Sick bank days may be borrowed only for the personal illness or disability of the employee and cannot be used to extend a leave of absence after the attending physician certifies the employee's fitness to return to work.

4. Any participating teacher finding it necessary to use bank days after exhausting accumulated sick leave days, agrees to repay the Sick Leave Bank at the rate of a minimum of five (5) days per year over a period of consecutive years immediately following return to active employment with the School Corporation.
5. Any participating teacher finding it necessary to borrow sick leave bank days and subsequently electing not to return to active employment (should his/her health permit-eligibility to be determined by appointed or approved physician) with the School Corporation, or electing to accept employment elsewhere, shall repay the School Corporation in cash for the Sick Leave Bank days borrowed in an amount equal to that paid the respective substitute during the time the teacher borrowed from said bank, but in no case more than the teacher would have earned.

In the event the teacher elects not to return to active employment (should his/her health permit), s/he shall repay, as per written agreement, this cash amount in total or at the rate of an agreed upon cash amount per year for five years immediately following his/her health eligibility to return to active employment. All unpaid balance shall be due at the end of the fifth year.

6. In the event of a death of the employee, repayment of any outstanding Sick Leave Bank days shall be waived.
7. A teacher new to the system and desiring to participate in the Sick Leave Bank Plan, will be expected to contribute two (2) days from the first year's allotment of ten (10) sick leave days.
8. Each teacher's new individual service record card will show the two-day deduction to the bank upon the teacher's written authorization. A special Sick Leave Bank Journal will be kept in the Corporation Office, showing the current status of the bank and balance of days on hand.
9. Sick leave days donated to the bank by a teacher are considered a permanent contribution to the bank and are not transferable to another school corporation should a teacher leave the Wa-Nee School Corporation.
10. It is understood and agreed upon by the Association and the Board that the administrative personnel of said school district may be participating members of the Sick Leave Bank and are entitled to all rights by fulfilling the obligations as outlined in the above regulations of the Sick Leave Bank.
11. It is understood and agreed upon by the Association and the Board that the use of the Sick Leave Bank shall not be available to certificated employees during an unpaid leave of absence.
12. Any teacher not enrolled in the Sick Leave Bank and under contract with the School Corporation may enroll by executing the form as set forth in the Appendix B of this contract.



13. Any teacher having exhausted his/her accumulated sick leave days may make an official request to borrow days from the Sick Leave Bank by executing the form set forth in Appendix C of this contract.
14. A three (3) member sick leave bank committee shall be established to receive written requests and allot days from the bank according to the provisions herein.
15. The committee shall be composed of two (2) persons appointed by the Association and one (1) person appointed by the superintendent.

#### 4.12 DEATH AND FUNERAL LEAVE

- A. In case of death(s) within the immediate family, the teacher shall be provided with a leave of five (5) consecutive school days beyond the death and shall receive full compensation for such leave. For purposes of 4.12(A) only, the teacher's immediate family is defined as spouse, father, mother, father-in-law, mother-in-law, child, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, grandparent-in-law, person living in the teacher's immediate household, or anyone for whom the teacher can provide proof of legal responsibility. If more than one death in the immediate family should occur, five (5) full days shall be granted for each. In the event of two or more deaths occurring at the same time, one five-day period shall be granted.
- B. A maximum of one (1) school day shall be granted for absence to attend the funeral of another relative, colleague or friend of the teacher or spouse other than the immediate family. An additional day of leave may be granted by the Superintendent.
- C. A teacher who is serving as a pallbearer shall be allowed the time necessary to fulfill this function, not to exceed one (1) school day, without loss of compensation.

#### 4.13 PERSONAL LEAVE

- A. The Board will provide three (3) days of personal leave per teacher per year for the transaction of personal or civic affairs. When using this leave, the teacher shall submit a written statement two days prior to the leave day(s) to the Principal, who will initial the request and submit it to the Superintendent. The statement will state the date(s) of the leave and the reason for the day(s) off work. In cases of emergency, the written statement shall be submitted upon the return of the teacher.
- B. The teacher may accumulate unused personal leave days to a maximum of five (5) days. A teacher shall not be permitted to use more than 3 consecutive personal leave days at one time.
  1. The limit of three (3) consecutive personal days is not applicable to staff who are charged two (2) personal days for extending a school break as described below.
- C. Personal leave days shall not be divided into less than one-half ( $\frac{1}{2}$ ) day units.
- D. Effective the 2022-2023 School Year, in the event that a personal leave is used to extend Fall Break, Thanksgiving Break, Christmas Break, or Spring Break, the employee will

be charged two (2) personal days.

- E. A teacher who has accumulated more than five (5) personal leave days shall be compensated for the unused personal leave days in excess of the 5-day cap in one of the following ways:
- a. A teacher will be compensated for each unused accumulated personal leave day above the 5-day cap in an amount equal to the current Tier 1/starting regular substitute teacher daily rate. This amount shall be paid to the teacher by September 30<sup>th</sup> of the year in which the additional days above the maximum of five (5) personal days were accumulated.
  - b. A teacher may elect to roll unused personal leave days in excess of the 5-day cap to their accumulated sick leave days. If this option is requested, written notification must be submitted to the Business Office no later than the last day of school.
  - c. Teachers who have already accumulated 180 sick days shall automatically be compensated at the current regular substitute teacher daily rate for each unused personal leave day above the 5-day cap.

#### 4.14 COURT AND JURY DUTY LEAVE

Teachers summoned for jury duty or who are subpoenaed for witnesses in a trial are excused from teaching duties and will be paid their regular salary less the amount they are paid for the service they are called to render.

#### 4.15 ASSOCIATION LEAVE

The Association President shall have five (5) Association leave days for Association business which may be used by the President or designee. The Association agrees to pay the approved substitute at the agreed rate for such association leave days.

#### 4.16 OTHER LEAVE

- A. A teacher absent for reasons not covered in the above stated leave policies or after all available sick leave has been exhausted, will have his/her pay deducted for each day absent.

#### 4.17 FAMILY MEDICAL LEAVE ACT (FMLA)

##### A. General

1. 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.
2. Any leave for purposes covered by the FMLA is considered FMLA leave even if the employee does not specifically request a FMLA leave.
3. Available and applicable accrued sick will be used concurrently during FMLA.
4. Except in case of emergency, defined as an event occurring within twenty-four (24) hours of the start of the requested leave, the teacher shall give reasonable notice to the intent to take such leave.

#### 4.18 PARENTAL LEAVES

##### A. Pregnancy Leave

A teacher who is pregnant may continue in active employment as late into the pregnancy as she wishes, if she can fulfill the requirements of her position. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the teacher is not entitled to take accumulated sick leave days or sick leave bank days when the teacher's physician certifies that the teacher is capable of performing regular teaching duties.

##### B. Adoption Leave

A teacher who legally adopts a child may be entitled to use up to six consecutive weeks of accumulated sick leave to care for the child. This benefit is not available in circumstances where a child is not newly matched for adoption (i.e., a step-parent is adopting a partner's child). This benefit is only available to one teacher per household per qualifying event and up to six weeks per occurrence of adoption when both parents are employees of Wa-Nee Community Schools, which may be utilized or shared by adopting parents (i.e., dividing six weeks of leave between each parent). The teacher shall not be authorized to make application to the sick leave bank for requested days.

##### C. Unpaid Parental Leave

Any teacher or spouse who gives birth to or adopts a child may be granted an unpaid leave of absence any time between the commencement of the pregnancy or adoption and one (1) year following the birth or adoption of the child, if s/he notifies the Superintendent at least thirty (30) days before the date on which s/he wishes to start his/ her leave, unless extenuating circumstances approved by the Superintendent require shorter prior notice. Such notice shall include the expected length of this leave, and a copy of the birth certificate of the newborn or applicable adoption documents. A teacher's right to Parental Leave will be coordinated with the teacher's rights under the Family Medical Leave Act and any applicable leave policies adopted by the Board.

#### 4.19 WORKER'S COMPENSATION LEAVE

- A. A teacher who is absent from work due to injury incurred in the course of the teacher's employment as a teacher will be paid by the School Corporation, from the teacher's accumulated sick leave, the difference between Worker's Compensation and his/her regular pay. This difference shall be charged against the total dollar value of the teacher's total accumulated sick leave until sick leave is exhausted.

#### 4.20 ASSAULT OR PERSONAL INJURY

- A. In the event a teacher is absent due to an injury as a result of an assault sustained in the performance of his/her job duties which is determined to be compensable under Worker's Compensation Laws, the teacher will receive:
  - 1. Full Salary for the first seven (7) school days of absence.
  - 2. The difference between the daily rate paid through Worker's Compensation and

the teacher's daily salary for a period of thirty eight (38) additional school days of absence.

3. In no case will the teacher receive more than his/her daily rate.
4. Absence for the forty five (45) school days described above will not be charged against a teacher's sick leave.
5. Continued benefits of Worker's Compensation will be eligible to the teacher after a forty-five (45) day period.
6. The need for absence during any of the first seven (7) school days must be validated by the teacher's physician. In the event that Worker's Compensation is to be used, it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's Compensation.
7. Time for appearance before a judicial body or legal authority as a result of an assault by a student or outsider will not result in loss of wages or in reduction of accumulated sick leave of the teacher.

## **Article V**

### **FRINGE BENEFITS**

#### 5.10 BENEFITS UNDER SECTION 125 OF INTERNAL REVENUE ACT

- A. The full benefits provided to teachers by Section 125K of the Internal Revenue Act of 1978, as amended by the Internal Revenue Act of 1986, shall be made available to any teacher so requesting. Any cost of participating in this benefit will be the responsibility of the teacher.
- B. The program will be implemented by an agent or agency selected by mutual agreement between the School Corporation and the Association.

#### 5.20 HEALTH INSURANCE PROTECTION

- A. The Board shall contribute to a single membership in an approved Group Hospitalization and Major Medical Plan for all teachers who wish to have the protection. Approval of said Group Hospitalization and Major Medical Plan to be granted by the Board and the Association. The Board will contribute at the rate of 80% (eighty percent) per year toward a single plan premium or 80% (eighty percent) toward a family plan premium. Teachers hired after January 1, 2010 may only enroll in the approved Group Hospitalization and Major Medical Single or Family High Deductible Health Plan (HDHP).
- B. A teacher whose initial employment with the School Corporation is part time and whose employment begins after September 1, 1985, or a teacher who requests part time employment after September 1, 1985, and who has been or is presently employed by the School Corporation shall have the Board contribution to this program prorated according to the percent of the time so employed.

#### 5.30 LONG TERM DISABILITY INSURANCE

- A. The School Corporation agrees to make available to each teacher a long-term disability insurance that provides a minimum benefit of 66 2/3% of salary to age 65, has a 180 day

elimination period with a “no-existing condition” exclusion, a Social Security freeze and a cost of living adjustment, and does not coordinate with teacher retirement disability. The School Corporation will pay up to \$.27 per \$100 of income per teacher per annum for this benefit.

- B. The plan, carrier, or specifications shall not be changed without mutual agreement.
- C. An individual may not borrow from the Sick Leave Bank beyond the date when he or she becomes or could become eligible for long term disability benefits provided by the School Corporation.

#### 5.40 TERM LIFE INSURANCE

- A. The School Corporation agrees to make available to each teacher a group term life insurance policy.
- B. Effective January 1, 1996, the school will provide a \$50,000 term life insurance policy and shall pay 80% of the premium or the prorated as provided in 5.20 B.
- C. However, a teacher whose initial employment with the School Corporation is part time and whose employment begins after September 1, 1985, or a teacher who requests part time employment after September 1, 1985, and who has been or is presently employed by the School Corporation shall have the Board contribution to this prorated according to the percent of the time so employed.]

#### 5.45 DEATH BENEFIT

- A. Upon the death of any teacher under contract, the teacher’s beneficiary or beneficiaries will receive an amount equal to the daily rate of the deceased teacher’s last regular contract for each year of service rendered to the School Corporation.
- B. Upon the death of any teacher under contract, all accumulative sick leave pay shall be awarded to the teacher’s beneficiary or beneficiaries. Sick leave pay will be calculated at the daily rate of the deceased teacher’s last regular contract. Accumulative sick leave will be awarded to the primary beneficiary as designated by the teacher; if the deceased teacher has not designated his/her beneficiary, the deceased teacher’s beneficiaries will be considered according to the following priority:
  - 1. First beneficiary-teacher’s spouse
  - 2. Second beneficiary- living children of deceased teacher, (divided equally)
  - 3. Third beneficiary- teacher’s estate unless designated otherwise in writing by deceased teacher.

#### 5.46 PAID EMPLOYEE BACKGROUND CHECKS

The Board shall assume responsibility for the costs associated with obtaining one expanded criminal background check per current employee every five (5) years up to a maximum cost of (\$100).

#### 5.49 INDIANA PUBLIC LAW 199 AND SECTION 457 SOLUTION

Because of Indiana Public Law 199 which requires schools to solve their unfunded liabilities

and to pre-fund any increases in benefits after June 30, 2001, the School Corporation and the Association have agreed to revise the Severance and Retirement Benefits (under Section 5.50), and Early Retirement Incentive Benefits (under Section 5.70) under the contract in effect as of June 30, 2001 and restate the same as set forth in Sections 5.50, and 5.70 herein with respect to teachers who are employed by the School Corporation before July 1, 2002 and who remain continuously so employed until eligible for benefits. Teachers employed on and after July 1, 2002 shall be eligible for the Indiana State Teachers' Retirement Fund with the School Corporation picking up the full cost of such program, but shall not be eligible for benefits under Sections 5.50, and 5.70. Retirement and Severance Benefits under Section 5.50 B. and C., and Early Retirement Incentive Benefits under Section 5.70 A. shall be provided by an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code and associated trust ("457 Plan") to be created by the School Corporation to fund these benefits. Funding for the 457 Plan will be from bonds to be issued by the School Corporation in accordance with the requirements and limits of P.L. 199.

#### 5.50 SEVERANCE AND RETIREMENT BENEFITS

These benefits are applicable only to teachers hired and working prior to July 1, 2002.

- A. The purpose of the Severance Benefit is to encourage high quality teachers to remain in the School Corporation and to reward them for their continuous service.
- B. A teacher leaving the School Corporation with ten (10) or more successive years of service in the Wa-Nee Community School Corporation shall be eligible for additional compensation for services rendered. The additional compensation shall be computed on the basis of the teacher's daily rate for each year of approved service rendered to the School Corporation. The minimum compensation shall be \$50.00 for each year.
- C. A teacher leaving the School Corporation with fifteen (15) or more successive years of service in the Wa-Nee Community School Corporation shall be eligible for an additional severance benefit of thirty-five dollars (\$35.00) for each day of accumulated sick leave, plus accumulated "good health" days. "Good health" days are defined to be a category of accumulated unused sick leave days over 180 accumulated beginning with the 1989-90 school year except as restricted in Section 4.10 A.
- D. If a teacher informs the Superintendent of retirement plans on or before June 1<sup>st</sup> of the year of retirement, \$2,000 of the teacher's severance benefit will be paid with the final pay of the teacher's final contract from a Code Section 457(b) plan. The remainder of the teacher's severance benefit will be paid from a Code Section 457 (b) plan in September of the year of the teacher's retirement. If a teacher does not provide timely notice, all of the teacher's severance benefit will be paid from a Code Section 457(b) plan in September of the year of the teacher's retirement.

#### 5.70 EARLY RETIREMENT INCENTIVE BENEFITS

These benefits are applicable only to teachers hired and working prior to July 1, 2002.

- A. A teacher leaving the School Corporation with twenty (20) or more years of service in the Wa-Nee Community School Corporation and retiring at or after age 55, but before he/she is eligible for normal nonreduced Social Security benefits under Title II of the Social Security Act will receive an "Annual Bridge Payment" which shall be equal to the Total Social Security Bridge of \$72,460 (less applicable taxes) divided by the divisor below:

For teachers born in 1942 or prior, the divisor shall be 10: Annual Bridge Payment of \$7,246.

For teachers born from 1943 through 1959, the divisor shall be 11: Annual Bridge Payment of \$6,587.

For teachers born in 1960 and after, the divisor shall be 12: Annual Bridge Payment of \$6,038.

The Annual Bridge Payment amount shall be paid from a Code Section 457(b) plan in equal installments beginning the year of retirement and ending with the September payment before the retiree is first eligible for unreduced Social Security benefits. This payment will be made on or about the first regular payday in September annually.

To the extent that the full amount of each Annual Bridge Payment cannot be paid from the 457(b) plan due to the applicable limits under Code Section 457(b), the amount of each Annual Bridge Payment that cannot be paid from the 457(b) plan shall be paid when due by the Wa-Nee Community School Corporation to a Code Section 403(b) plan as post-retirement contributions. If the Annual Bridge Payments are payable for a period of greater than five years, then the present value of the total amount of the Annual Bridge Payments payable by Wa-Nee Community School Corporation projected forward over a five-year period shall be paid in equal installments to the 403 (b) plan over a five year period, using an assumed growth rate of 4%.

- B. The retiring employee will be eligible to purchase at his/her own expense medical insurance through the Wa-Nee group plan. This is contingent on meeting group eligibility requirements. At the time of retirement, the retiring teacher will have thirty (30) days to notify the Superintendent in writing if he/she wishes to purchase medical insurance.
- C. The retiring employee will be eligible to purchase, at his/her own expense, a \$50,000 term life insurance policy each year until they become eligible for Part A of the Medicare Act. At the time of retirement, the retiring teacher will have thirty (30) days to notify the Superintendent in writing if he/she wishes to purchase the \$50,000 term life insurance policy.
- D. Should a teacher who has submitted a written request to participate in the Early Retirement Incentive Benefit die after completing his/her final contract but prior to receiving full benefits, the remaining benefits shall be paid to the teacher's beneficiary as designated in 5.45 Death Benefits, Paragraph B.

#### 5.90 VEBA RETIREMENT BENEFIT

- A. This benefit is applicable only to certified employees hired after July 1, 2002.
- B. One percent (1%) of the certified employee's base salary will be paid into an individual VEBA account for the certified employee on or before June 30 of each year beginning in the 2009-2010 school year.
- C. A teacher must have served in the Wa-Nee Community Schools ten (10) years, reached the age of fifty-five (55), and retired from employment with Wa-Nee Community School to be vested in the VEBA account. Vestment years will be credited on date of employment after July 1, 2002.
- D. The amount contributed for each teacher will be invested in a separate account. There

will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available.

- E. VEBA funds are not accessible until the vesting requirements are met.
- F. If a teacher retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, that teacher's VEBA account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts equal shares. Therefore, the VEBA accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA account.
  - 1. Teachers who forfeited their VEBA accounts in the same year, and
  - 2. Teachers who previously forfeited their VEBA accounts.
  - 3. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for a teacher, such period of leave shall not result in forfeiture.



## Article VI

### COMPENSATION MODEL, EXTRA-DUTY SCHEDULE AND PROFESSIONAL GROWTH INCREMENTS

#### 6.10 MODEL COMPENSATION PLAN #3-B

#### 2021-2022 Salary Schedule

STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY
1	\$ 40,000	46	\$ 44,500	91	\$ 49,000	136	\$ 53,500	181	\$ 58,000	226	\$ 62,500	271	\$ 67,000
2	\$ 40,100	47	\$ 44,600	92	\$ 49,100	137	\$ 53,600	182	\$ 58,100	227	\$ 62,600	272	\$ 67,100
3	\$ 40,200	48	\$ 44,700	93	\$ 49,200	138	\$ 53,700	183	\$ 58,200	228	\$ 62,700	273	\$ 67,200
4	\$ 40,300	49	\$ 44,800	94	\$ 49,300	139	\$ 53,800	184	\$ 58,300	229	\$ 62,800	274	\$ 67,300
5	\$ 40,400	50	\$ 44,900	95	\$ 49,400	140	\$ 53,900	185	\$ 58,400	230	\$ 62,900	275	\$ 67,400
6	\$ 40,500	51	\$ 45,000	96	\$ 49,500	141	\$ 54,000	186	\$ 58,500	231	\$ 63,000	276	\$ 67,500
7	\$ 40,600	52	\$ 45,100	97	\$ 49,600	142	\$ 54,100	187	\$ 58,600	232	\$ 63,100	277	\$ 67,600
8	\$ 40,700	53	\$ 45,200	98	\$ 49,700	143	\$ 54,200	188	\$ 58,700	233	\$ 63,200	278	\$ 67,700
9	\$ 40,800	54	\$ 45,300	99	\$ 49,800	144	\$ 54,300	189	\$ 58,800	234	\$ 63,300	279	\$ 67,800
10	\$ 40,900	55	\$ 45,400	100	\$ 49,900	145	\$ 54,400	190	\$ 58,900	235	\$ 63,400	280	\$ 67,900
11	\$ 41,000	56	\$ 45,500	101	\$ 50,000	146	\$ 54,500	191	\$ 59,000	236	\$ 63,500	281	\$ 68,000
12	\$ 41,100	57	\$ 45,600	102	\$ 50,100	147	\$ 54,600	192	\$ 59,100	237	\$ 63,600		
13	\$ 41,200	58	\$ 45,700	103	\$ 50,200	148	\$ 54,700	193	\$ 59,200	238	\$ 63,700		
14	\$ 41,300	59	\$ 45,800	104	\$ 50,300	149	\$ 54,800	194	\$ 59,300	239	\$ 63,800		
15	\$ 41,400	60	\$ 45,900	105	\$ 50,400	150	\$ 54,900	195	\$ 59,400	240	\$ 63,900		
16	\$ 41,500	61	\$ 46,000	106	\$ 50,500	151	\$ 55,000	196	\$ 59,500	241	\$ 64,000		
17	\$ 41,600	62	\$ 46,100	107	\$ 50,600	152	\$ 55,100	197	\$ 59,600	242	\$ 64,100		
18	\$ 41,700	63	\$ 46,200	108	\$ 50,700	153	\$ 55,200	198	\$ 59,700	243	\$ 64,200		
19	\$ 41,800	64	\$ 46,300	109	\$ 50,800	154	\$ 55,300	199	\$ 59,800	244	\$ 64,300		
20	\$ 41,900	65	\$ 46,400	110	\$ 50,900	155	\$ 55,400	200	\$ 59,900	245	\$ 64,400		
21	\$ 42,000	66	\$ 46,500	111	\$ 51,000	156	\$ 55,500	201	\$ 60,000	246	\$ 64,500		
22	\$ 42,100	67	\$ 46,600	112	\$ 51,100	157	\$ 55,600	202	\$ 60,100	247	\$ 64,600		
23	\$ 42,200	68	\$ 46,700	113	\$ 51,200	158	\$ 55,700	203	\$ 60,200	248	\$ 64,700		
24	\$ 42,300	69	\$ 46,800	114	\$ 51,300	159	\$ 55,800	204	\$ 60,300	249	\$ 64,800		
25	\$ 42,400	70	\$ 46,900	115	\$ 51,400	160	\$ 55,900	205	\$ 60,400	250	\$ 64,900		
26	\$ 42,500	71	\$ 47,000	116	\$ 51,500	161	\$ 56,000	206	\$ 60,500	251	\$ 65,000		
27	\$ 42,600	72	\$ 47,100	117	\$ 51,600	162	\$ 56,100	207	\$ 60,600	252	\$ 65,100		
28	\$ 42,700	73	\$ 47,200	118	\$ 51,700	163	\$ 56,200	208	\$ 60,700	253	\$ 65,200		
29	\$ 42,800	74	\$ 47,300	119	\$ 51,800	164	\$ 56,300	209	\$ 60,800	254	\$ 65,300		
30	\$ 42,900	75	\$ 47,400	120	\$ 51,900	165	\$ 56,400	210	\$ 60,900	255	\$ 65,400		
31	\$ 43,000	76	\$ 47,500	121	\$ 52,000	166	\$ 56,500	211	\$ 61,000	256	\$ 65,500		
32	\$ 43,100	77	\$ 47,600	122	\$ 52,100	167	\$ 56,600	212	\$ 61,100	257	\$ 65,600		
33	\$ 43,200	78	\$ 47,700	123	\$ 52,200	168	\$ 56,700	213	\$ 61,200	258	\$ 65,700		
34	\$ 43,300	79	\$ 47,800	124	\$ 52,300	169	\$ 56,800	214	\$ 61,300	259	\$ 65,800		
35	\$ 43,400	80	\$ 47,900	125	\$ 52,400	170	\$ 56,900	215	\$ 61,400	260	\$ 65,900		
36	\$ 43,500	81	\$ 48,000	126	\$ 52,500	171	\$ 57,000	216	\$ 61,500	261	\$ 66,000		
37	\$ 43,600	82	\$ 48,100	127	\$ 52,600	172	\$ 57,100	217	\$ 61,600	262	\$ 66,100		
38	\$ 43,700	83	\$ 48,200	128	\$ 52,700	173	\$ 57,200	218	\$ 61,700	263	\$ 66,200		
39	\$ 43,800	84	\$ 48,300	129	\$ 52,800	174	\$ 57,300	219	\$ 61,800	264	\$ 66,300		
40	\$ 43,900	85	\$ 48,400	130	\$ 52,900	175	\$ 57,400	220	\$ 61,900	265	\$ 66,400		
41	\$ 44,000	86	\$ 48,500	131	\$ 53,000	176	\$ 57,500	221	\$ 62,000	266	\$ 66,500		
42	\$ 44,100	87	\$ 48,600	132	\$ 53,100	177	\$ 57,600	222	\$ 62,100	267	\$ 66,600		
43	\$ 44,200	88	\$ 48,700	133	\$ 53,200	178	\$ 57,700	223	\$ 62,200	268	\$ 66,700		
44	\$ 44,300	89	\$ 48,800	134	\$ 53,300	179	\$ 57,800	224	\$ 62,300	269	\$ 66,800		
45	\$ 44,400	90	\$ 48,900	135	\$ 53,400	180	\$ 57,900	225	\$ 62,400	270	\$ 66,900		

## 2022-2023 Salary Schedule

STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY	STEP	SALARY
1	\$ 41,000	46	\$ 45,500	91	\$ 50,000	136	\$ 54,500	181	\$ 59,000	226	\$ 63,500	271	\$ 68,000
2	\$ 41,100	47	\$ 45,600	92	\$ 50,100	137	\$ 54,600	182	\$ 59,100	227	\$ 63,600	272	\$ 68,100
3	\$ 41,200	48	\$ 45,700	93	\$ 50,200	138	\$ 54,700	183	\$ 59,200	228	\$ 63,700	273	\$ 68,200
4	\$ 41,300	49	\$ 45,800	94	\$ 50,300	139	\$ 54,800	184	\$ 59,300	229	\$ 63,800	274	\$ 68,300
5	\$ 41,400	50	\$ 45,900	95	\$ 50,400	140	\$ 54,900	185	\$ 59,400	230	\$ 63,900	275	\$ 68,400
6	\$ 41,500	51	\$ 46,000	96	\$ 50,500	141	\$ 55,000	186	\$ 59,500	231	\$ 64,000	276	\$ 68,500
7	\$ 41,600	52	\$ 46,100	97	\$ 50,600	142	\$ 55,100	187	\$ 59,600	232	\$ 64,100	277	\$ 68,600
8	\$ 41,700	53	\$ 46,200	98	\$ 50,700	143	\$ 55,200	188	\$ 59,700	233	\$ 64,200	278	\$ 68,700
9	\$ 41,800	54	\$ 46,300	99	\$ 50,800	144	\$ 55,300	189	\$ 59,800	234	\$ 64,300	279	\$ 68,800
10	\$ 41,900	55	\$ 46,400	100	\$ 50,900	145	\$ 55,400	190	\$ 59,900	235	\$ 64,400	280	\$ 68,900
11	\$ 42,000	56	\$ 46,500	101	\$ 51,000	146	\$ 55,500	191	\$ 60,000	236	\$ 64,500	281	\$ 69,000
12	\$ 42,100	57	\$ 46,600	102	\$ 51,100	147	\$ 55,600	192	\$ 60,100	237	\$ 64,600		
13	\$ 42,200	58	\$ 46,700	103	\$ 51,200	148	\$ 55,700	193	\$ 60,200	238	\$ 64,700		
14	\$ 42,300	59	\$ 46,800	104	\$ 51,300	149	\$ 55,800	194	\$ 60,300	239	\$ 64,800		
15	\$ 42,400	60	\$ 46,900	105	\$ 51,400	150	\$ 55,900	195	\$ 60,400	240	\$ 64,900		
16	\$ 42,500	61	\$ 47,000	106	\$ 51,500	151	\$ 56,000	196	\$ 60,500	241	\$ 65,000		
17	\$ 42,600	62	\$ 47,100	107	\$ 51,600	152	\$ 56,100	197	\$ 60,600	242	\$ 65,100		
18	\$ 42,700	63	\$ 47,200	108	\$ 51,700	153	\$ 56,200	198	\$ 60,700	243	\$ 65,200		
19	\$ 42,800	64	\$ 47,300	109	\$ 51,800	154	\$ 56,300	199	\$ 60,800	244	\$ 65,300		
20	\$ 42,900	65	\$ 47,400	110	\$ 51,900	155	\$ 56,400	200	\$ 60,900	245	\$ 65,400		
21	\$ 43,000	66	\$ 47,500	111	\$ 52,000	156	\$ 56,500	201	\$ 61,000	246	\$ 65,500		
22	\$ 43,100	67	\$ 47,600	112	\$ 52,100	157	\$ 56,600	202	\$ 61,100	247	\$ 65,600		
23	\$ 43,200	68	\$ 47,700	113	\$ 52,200	158	\$ 56,700	203	\$ 61,200	248	\$ 65,700		
24	\$ 43,300	69	\$ 47,800	114	\$ 52,300	159	\$ 56,800	204	\$ 61,300	249	\$ 65,800		
25	\$ 43,400	70	\$ 47,900	115	\$ 52,400	160	\$ 56,900	205	\$ 61,400	250	\$ 65,900		
26	\$ 43,500	71	\$ 48,000	116	\$ 52,500	161	\$ 57,000	206	\$ 61,500	251	\$ 66,000		
27	\$ 43,600	72	\$ 48,100	117	\$ 52,600	162	\$ 57,100	207	\$ 61,600	252	\$ 66,100		
28	\$ 43,700	73	\$ 48,200	118	\$ 52,700	163	\$ 57,200	208	\$ 61,700	253	\$ 66,200		
29	\$ 43,800	74	\$ 48,300	119	\$ 52,800	164	\$ 57,300	209	\$ 61,800	254	\$ 66,300		
30	\$ 43,900	75	\$ 48,400	120	\$ 52,900	165	\$ 57,400	210	\$ 61,900	255	\$ 66,400		
31	\$ 44,000	76	\$ 48,500	121	\$ 53,000	166	\$ 57,500	211	\$ 62,000	256	\$ 66,500		
32	\$ 44,100	77	\$ 48,600	122	\$ 53,100	167	\$ 57,600	212	\$ 62,100	257	\$ 66,600		
33	\$ 44,200	78	\$ 48,700	123	\$ 53,200	168	\$ 57,700	213	\$ 62,200	258	\$ 66,700		
34	\$ 44,300	79	\$ 48,800	124	\$ 53,300	169	\$ 57,800	214	\$ 62,300	259	\$ 66,800		
35	\$ 44,400	80	\$ 48,900	125	\$ 53,400	170	\$ 57,900	215	\$ 62,400	260	\$ 66,900		
36	\$ 44,500	81	\$ 49,000	126	\$ 53,500	171	\$ 58,000	216	\$ 62,500	261	\$ 67,000		
37	\$ 44,600	82	\$ 49,100	127	\$ 53,600	172	\$ 58,100	217	\$ 62,600	262	\$ 67,100		
38	\$ 44,700	83	\$ 49,200	128	\$ 53,700	173	\$ 58,200	218	\$ 62,700	263	\$ 67,200		
39	\$ 44,800	84	\$ 49,300	129	\$ 53,800	174	\$ 58,300	219	\$ 62,800	264	\$ 67,300		
40	\$ 44,900	85	\$ 49,400	130	\$ 53,900	175	\$ 58,400	220	\$ 62,900	265	\$ 67,400		
41	\$ 45,000	86	\$ 49,500	131	\$ 54,000	176	\$ 58,500	221	\$ 63,000	266	\$ 67,500		
42	\$ 45,100	87	\$ 49,600	132	\$ 54,100	177	\$ 58,600	222	\$ 63,100	267	\$ 67,600		
43	\$ 45,200	88	\$ 49,700	133	\$ 54,200	178	\$ 58,700	223	\$ 63,200	268	\$ 67,700		
44	\$ 45,300	89	\$ 49,800	134	\$ 54,300	179	\$ 58,800	224	\$ 63,300	269	\$ 67,800		
45	\$ 45,400	90	\$ 49,900	135	\$ 54,400	180	\$ 58,900	225	\$ 63,400	270	\$ 67,900		

### A. Salary Range

\$40,000 to \$67,000 not including current year increases or TRF contributions

## B. Base Salary Increases

### a. General Eligibility

To be eligible for a salary increase, a teacher:

- i. Must not have been rated ineffective or improvement necessary in the prior year; AND
- ii. Must have been employed at least 120 days in the prior year

A teacher who does not satisfy these eligibility criteria remains at their prior year salary

All full time (1.0 FTE) teachers eligible for a salary increase will receive a minimum of a \$1500 raise. Any teacher whose \$1500 increase does not move him/her to the first step on the salary schedule shall automatically be placed at step 1.

## C. Factors and Definitions

- a. (Evaluation Rating) The results of an evaluation – The teacher did not receive a rating of ineffective or improvement necessary in the prior year
- b. (Education) Possession of an additional content area degree or degree and credit hours beyond the requirements for employment – The teacher possesses a master's degree or higher
- c. (Instructional Leadership) The parties agree that teachers with additional training in the areas in which they instruct students are a value to Wa-Nee Community Schools. The parties have agreed to define Instructional Leadership as the attainment (1st year of possession) of additional training in the following areas:
  - i. A Master's Degree that allows the instructor to teach and award a dual (college) credit course
  - ii. A Master's Degree with an endorsement/focus/concentration in Literacy
  - iii. A Master's Degree with an endorsement/focus/concentration in Mathematics
  - iv. A Master's Degree with an endorsement/focus/concentration in Special Education
  - v. A Vocational License, Career and Technical Education License (CTE), Career and Technical Education Workplace Specialist II License, or a Career Specialist Permit
- d. (Academic Need) Academic needs of students in the corporation - The parties define academic need as the need to retain teachers. The parties agree that in order to retain our teaching staff, WCS must utilize a Teacher Retention Catch-up increase amongst employees with identical experience and education so that current employees are earning salaries commensurate to those offered to teachers new to WCS with two (2) to fifteen (15) years of experience. The Teacher Retention Catch-up shall occur during the 2021-2022 school year only and will not be included in the education/experience portion of the 50% cap calculation.

## D. Distribution

- a. Evaluation Rating of highly effective or effective = 15 steps higher on salary scale.
- b. (Education) Possession of an additional content area degree or degree and credit hours beyond the requirement for employment = 2 steps higher on salary scale.
- c. (Instructional Leadership) The attainment (1st year of possession) of additional training in defined areas = 3 steps higher on salary scale.
- d. (Academic Need) The need to retain teachers through a Teacher Retention Catch-up increase = N/A
  - i. Subject to superintendent discretion (and limited by discretionary parameters bargained for new hires), current teachers will be moved to a salary level that is commensurate with the education and experience of new hires with two (2) to fifteen (15) years of experience.

Teachers that currently are at or that reach the top of the salary schedule as a result of the increase shall receive a salary increase up to the top of the salary schedule and a stipend for the remaining amount awarded. The remaining amount allocated for the stipend shall be paid in one lump sum the first pay in March.

The combination of education accounts for 25% of the maximum available salary increase. (\$500/\$2000=25%)

#### E. Redistribution

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

#### F. New Hires (Teachers Employed in Their First Year with Wa-Nee Community Schools)

Teachers newly hired will be placed on the salary schedule (SEE BELOW) at a level commensurate with the education and experience of current staff. However, the Superintendent shall have the discretion to bring a new hire in up to thirty (30) steps above or thirty (30) steps below the salary commensurate with the new hire's education and experience so long as this does not exceed the salary range.

2021-2022 School Year				2022-2023 School Year			
Bachelors		Masters		Bachelors		Masters	
0	\$ 40,000	0	\$ 40,000	0	\$ 41,000	0	\$ 41,200
1	\$ 41,500	1	\$ 41,700	1	\$ 41,500	1	\$ 41,700
2	\$ 42,000	2	\$ 42,500	2	\$ 43,000	2	\$ 43,400
3	\$ 42,500	3	\$ 43,000	3	\$ 43,500	3	\$ 44,200
4	\$ 43,000	4	\$ 43,700	4	\$ 44,000	4	\$ 44,700
5	\$ 43,500	5	\$ 45,100	5	\$ 44,500	5	\$ 45,400
6	\$ 44,000	6	\$ 46,800	6	\$ 45,000	6	\$ 46,800
7	\$ 44,500	7	\$ 47,000	7	\$ 45,500	7	\$ 48,500
8	\$ 45,200	8	\$ 47,200	8	\$ 46,000	8	\$ 48,700
9	\$ 45,500	9	\$ 48,200	9	\$ 46,700	9	\$ 48,900
10	\$ 46,000	10	\$ 49,900	10	\$ 47,000	10	\$ 49,900
11	\$ 46,500	11	\$ 51,000	11	\$ 47,500	11	\$ 51,600
12	\$ 48,000	12	\$ 52,700	12	\$ 48,000	12	\$ 52,700
13	\$ 48,900	13	\$ 54,400	13	\$ 49,500	13	\$ 54,400
14	\$ 49,900	14	\$ 56,100	14	\$ 50,400	14	\$ 56,100
15	\$ 50,000	15	\$ 57,200	15	\$ 51,400	15	\$ 57,800
16	\$ 50,700	16	\$ 57,600	16	\$ 51,500	16	\$ 58,900
17	\$ 51,600	17	\$ 59,000	17	\$ 52,200	17	\$ 59,300
18	\$ 52,100	18	\$ 60,400	18	\$ 53,100	18	\$ 60,700
19	\$ 52,600	19	\$ 61,800	19	\$ 53,600	19	\$ 62,100
20	\$ 52,900	20	\$ 63,200	20	\$ 54,100	20	\$ 63,500
21+	\$ 53,200	21	\$ 64,600	21+	\$ 54,400	21	\$ 64,900
		22	\$ 66,000			22	\$ 66,300
		23	\$ 67,400			23	\$ 67,700
		24+	\$ 68,000			24+	\$ 69,100

G. Retired teachers who are rehired following the ratification of this contract shall receive the following salaries:

- Retired teacher with a bachelor’s degree - \$42,000 per school year
- Retired teacher with a master’s degree - \$47,000 per school year
  - Retired teachers shall be eligible for the same negotiated compensation under the same Factors, Definitions, and Distribution as those teachers currently at the top of the salary schedule

H. Each teacher shall be compensated in twenty-six (26) equal pays.

#### 6.11 EXTRA-DUTY SCHEDULE

The parties agree that the extra-duty schedules to be affected by this Agreement are accurately reflected in Appendix A.

#### 6.12 MILEAGE REIMBURSEMENT

Teachers will be reimbursed for approved business mileage at the rate allowed by the Internal Revenue Service.

6.13 INSTRUCTIONAL HOURLY RATES FOR APPROVED NON-CREDIT SUMMER BAND, ADULT EDUCATION INSTRUCTIONAL PROGRAMS, AND SUMMER CURRICULUM WRITING

- A. Teachers employed to teach summer band, adult education classes, and other approved non-credit classes shall be reimbursed an hourly rate of \$36.
- B. Teachers completing approved summer curriculum writing shall be paid at a rate of \$20.00 per hour for the agreed upon number of hours.

6.14 COMPENSATION FOR EXTENDED CONTRACTS

- A. Teachers that receive extended contracts shall be compensated at their daily rate of pay for each day beyond the regular teaching contract.
- B. If it becomes necessary for a summer school teacher to be absent for sick/family leave, the employee's sick time will be used. For sessions of 20 days or less one (1) absence may be used. For all other sessions a maximum of two (2) absences may be used.

6.15 IN-HOUSE SUBSTITUTE PAY

- A. When no substitute is available to replace an absent teacher, then a teacher in the building may be requested, by the building administrator or his/her designee to substitute. Teachers who forfeit a preparatory period to provide coverage for another teacher shall be paid the following amounts:
  - 1. High School - \$20 per loss of a full prep period
  - 2. Middle School - \$15 per loss of a full prep period
  - 3. Elementary School - \$15 per loss of a full prep period to provide coverage for a scheduled special

**Article VII**

**GRIEVANCE PROCEDURE AND ARBITRATION**

SECTION 1- DEFINITION

A grievance is defined as an alleged violation or claimed misinterpretation of a specific article or section of this Agreement by an individual or a group of individuals within the Bargaining Unit. If any such grievances arise, the grievances shall be submitted to the following grievance procedure.

SECTION 2- PROCEDURES

STEP ONE

Within twenty (20) working days of the time that the grievant knows, or reasonably should have

known of the alleged contract violation or misinterpretation, the grievant shall present the grievance to the building principal. Within three working days after the presentation of the grievance, the building principal shall orally answer the grievant.

#### STEP TWO

- A. Within (10) working days of the oral answer, if the grievance is not resolved, the grievance shall be stated in writing, signed by the grievant and submitted to the building principal on the form mutually agreed upon by the Board and the Association. The proper grievance report form is attached to this agreement as Appendix D.
- B. The grievant shall (1) name the employee involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of the Agreement alleged to be violated, (4) state the contention of the grievant with respect to each alleged contract violation or misinterpretation, and (5) indicate the specific relief requested.
- C. Within three (3) working days after the grievance has been submitted in writing to the building principal, the grievant and the building principal shall meet to discuss the grievance.
- D. Within (5) working days after receiving the written grievance, the building principal shall communicate an answer in writing to the grievant. If further investigation is needed, additional time may be allowed by mutual agreement of the principal and the grievant, subject to Section 4-A.

#### STEP THREE

- A. If the grievance is not resolved in Step Two, the grievant may, within five (5) working days of receipt of the principal's answer, appeal to the Superintendent by filing the grievance and the principal's answer, along with any written response of the grievant to the answer of the principal, with the Office of the Superintendent.
- B. Within three (3) working days after the appeal has been filed, the grievant and the Superintendent, or the Superintendent's designated representative, shall meet to discuss the grievance.
- C. The Superintendent or designated representative shall give the grievant an answer in writing no later than five (5) working days after receipt of any written grievance properly filed with the Superintendent. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant. (See Section 4-A)

#### STEP FOUR

- A. Within five (5) working days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Administrative Grievance Committee. The Administrative Grievance Committee shall be composed of the Superintendent and one other Central Office Administrator, and two representatives of the Board.
- B. The Superintendent and one other Central Office Administrator, and two

representatives of the Board and the grievant and an association representative shall meet within a reasonable time, not to exceed five (5) working days unless a longer time is mutually agreed upon between the parties, to discuss the grievance. (See Section 4-A)

- C. The Administrative Grievance Committee shall give the grievant an answer in writing no later than five (5) working days after the committee has met with the grievant to discuss the grievance in question.

#### STEP FIVE

If the grievance is not satisfactorily resolved in Step Four, the Association may within one hundred (100) working days of receipt of the Administrative Grievance Committee's decision, appeal to a court of competent jurisdiction. Failure of the Association to file such an appeal within one hundred (100) working days shall result in waiver of the grievance and any appeal thereof.

#### SECTION 3- HEARINGS OR MEETINGS

Hearings or meetings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons. Hearings or meetings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements. At the request of the grievant, the Association shall have the right to have a representative of the Association present at such hearings or meetings. Time limits herein may be extended only by mutual agreement signed by both parties.

- A. If there is a failure at any step to communicate the decision on a grievance or to meet with the grievant within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- B. Any grievance not advanced from one step to the next within the specified time limits, shall be deemed resolved by the answer at the previous step.
- C. Copies of all documents, communications, and records dealing with the processing of a grievance shall be made available to the Association at the request of the grievant.
- D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and are not valid basis for evaluations.
- E. Any grievance which arose prior to the effective date of this Agreement or after the termination date of this Agreement shall not be processed.
- F. The term "working days" as referred to in the procedure shall mean Monday through Friday with the exception of legal holidays, and/or school vacation days as set forth by the school calendar.

#### SECTION 4-THE ASSOCIATION



- A. At the request of the grievant, the Association shall receive copies of all communications, records, or attachments of any grievance at each step of the grievance procedure.
- B. At the request of the grievant, the Association shall have the right to have representation of its choice at every meeting or hearing involving the grievance.

**WA-NEE COMMUNITY SCHOOLS**

**Elkhart-Kosciusko Counties, Indiana**

**ARTICLE VIII**

**TERM OF AGREEMENT**

The term of this Agreement shall begin July 1, 2021 and shall continue in full force and effect until June 30, 2023.

Whenever any notice is required to be given either party shall do so by registered letter at the following addresses:

If by the Association  
to the Board, at

Wa-Nee Community Schools  
1300 North Main Street  
Nappanee, Indiana 46550

If by the Board to the  
Association, at

Tina Green, President  
Wa-Nee Education Association  
Northwood Middle School  
301 N. Elkhart St.  
Wakarusa, IN 46573

This Contractual Agreement is made and entered into at Nappanee, Indiana, on this 8<sup>th</sup> day of November, 2021 by and between the Board of School Trustees of the Wa-Nee Community Schools, Counties of Elkhart-Kosciusko, State of Indiana, party of the first part, heretofore referred to as the "Board" and the Wa-Nee Education Association, party of the second part, heretofore referred to as the "Association".

The undersigned attest to the following:

1. A public hearing was held in compliance with IC. 20-29-6-1(b) on August 23, 2021, and electronic participation from the parties was permitted; and
2. A public meeting in compliance with IC 20-29-6-19 was held on October 25, 2021 to discuss the tentative agreement and electronic participation from the governing body and/or public was permitted



TINA GREEN - President  
Wa-Nee Education Association

  
CHRISTINA ESHELMAN - President  
Wa-Nee Community Schools  
CURT FLICKINGER - Secretary  
Wa-Nee Community Schools

**APPENDIX A**  
**Extra-Duty Schedule**

ATHLETICS		1st Pay Date	2nd Pay Date
Assignment			
<b>BASEBALL</b>			
BASEBALL: HS HEAD	5360	1st Pay of April	2nd Pay of May
BASEBALL: HS VAR. ASST.	2870	1st Pay of April	2nd Pay of May
BASEBALL: HS JV HEAD BOYS	2660	1st Pay of April	2nd Pay of May
BASEBALL: HS JV ASST.	1470	1st Pay of April	2nd Pay of May
BASEBALL: SUMMER	2190	1st Pay of April	2nd Pay of May
<b>BASKETBALL BOYS</b>			
<b>HIGH SCHOOL PROGRAM</b>			
BB: HS HEAD BOYS	9050	1st Pay of Dec.	1st Pay of Feb.
BB: HS VAR ASST. BOYS	4730	1st Pay of Dec.	1st Pay of Feb.
BB: HS JV BOYS	4730	1st Pay of Dec.	1st Pay of Feb.
BB: HS FROSH BOYS	3160	1st Pay of Dec.	1st Pay of Feb.
SUMMER CONDITIONING DIR.	1600	2nd Pay of Dec.	1st Pay of June
WT. TRAIN SEASONAL: DIR	1310	2nd Pay of Dec.	1st Pay of June
<b>MIDDLE SCHOOL PROGRAM</b>			
BB: FEEDER COOR. BOYS	3160	1st Pay of Dec.	1st Pay of Feb.
BB: 8TH GR BOYS	2840	1st Pay of Dec.	1st Pay of Feb.
BB: 7TH GR BOYS	2840	1st Pay of Dec.	1st Pay of Feb.
BB: 8TH GR ASST. BOYS	2190	1st Pay of Dec.	1st Pay of Feb.
BB: 7TH GR ASST. BOYS	2190	1st Pay of Dec.	1st Pay of Feb.
<b>BASKETBALL GIRLS</b>			
<b>HIGH SCHOOL PROGRAM</b>			
BB: HS HEAD GIRLS	9050	1st Pay of Dec.	1st Pay of Feb.
BB: HS VAR ASST. GIRLS	4730	1st Pay of Dec.	1st Pay of Feb.
BB: HS JV GIRLS	4730	1st Pay of Dec.	1st Pay of Feb.
BB: HS FROSH GIRLS	3160	1st Pay of Dec.	1st Pay of Feb.
SUMMER CONDITIONING DIR.	1600	1st Pay of Dec.	1st Pay of Feb.
BLACK SWISH	1310	1st Pay of Dec.	1st Pay of Feb.
<b>MIDDLE SCHOOL PROGRAM</b>			
BB: FEEDER COOR. GIRLS	3160	1st Pay of Dec.	1st Pay of Feb.
BB: 8TH GR GIRLS	2840	1st Pay of Dec.	1st Pay of Feb.
BB: 7TH GR GIRLS	2840	1st Pay of Dec.	1st Pay of Feb.
BB: 8TH GR ASST. GIRLS	2190	1st Pay of Dec.	1st Pay of Feb.
BB: 7TH GR ASST. GIRLS	2190	1st Pay of Dec.	1st Pay of Feb.
<b>CHEER</b>			
<b>HIGH SCHOOL PROGRAM</b>			
CHEER: HS VAR SPONSOR	3160	2nd Pay of Dec.	1st Pay of June
CHEER: JV SPONSOR	2840	2nd Pay of Dec.	1st Pay of June
<b>MIDDLE SCHOOL PROGRAM</b>			
CHEER: MS SPONSOR 8TH	1100	2nd Pay of Dec.	1st Pay of June
CHEER: MS SPONSOR 7TH	1100	2nd Pay of Dec.	1st Pay of June
<b>CROSS COUNTRY</b>			
<b>HIGH SCHOOL PROGRAM</b>			

CROSS COUNTRY: HS HEAD BOYS	3880	1st Pay of Sept.	2nd Pay of Oct.
CROSS COUNTRY: HS ASSISTANT BOYS	1100	1st Pay of Sept.	2nd Pay of Oct.
CROSS COUNTRY: HS HEAD GIRLS	3880	1st Pay of Sept.	2nd Pay of Oct.
CROSS COUNTRY: HS ASSISTANT GIRLS	1100	1st Pay of Sept.	2nd Pay of Oct.
<b>MIDDLE SCHOOL PROGRAM</b>			
CROSS COUNTRY: MS HEAD	2190	1st Pay of Sept.	2nd Pay of Oct.
CROSS COUNTRY: MS ASST.	1770	1st Pay of Sept.	2nd Pay of Oct.
CROSS COUNTRY: MS ASST.	1770	1st Pay of Sept.	2nd Pay of Oct.
<b>FOOTBALL</b>			
<b>HIGH SCHOOL PROGRAM</b>			
FB: HS HEAD BOYS	9050	1st Pay of Sept.	2nd Pay of Oct.
FB: HS HEAD VAR ASST.	5360	1st Pay of Sept.	2nd Pay of Oct.
FB: HS ASST. A	4730	1st Pay of Sept.	2nd Pay of Oct.
FB: HS ASST. B	3430	1st Pay of Sept.	2nd Pay of Oct.
FB: HS JV	3430	1st Pay of Sept.	2nd Pay of Oct.
FB: HS JV ASST.	3160	1st Pay of Sept.	2nd Pay of Oct.
FB: HS FROSH	3160	1st Pay of Sept.	2nd Pay of Oct.
FB: FROSH ASST.	2840	1st Pay of Sept.	2nd Pay of Oct.
SUMMER CONDITIONING DIR	1600	2nd Pay of Dec.	1st Pay of June
WT. TRAIN SEASONAL: DIR	1310	2nd Pay of Dec.	1st Pay of June
<b>MIDDLE SCHOOL PROGRAM</b>			
FB: 8TH GR HEAD	2840	1st Pay of Sept.	2nd Pay of Oct.
FB: 7TH GR HEAD	2840	1st Pay of Sept.	2nd Pay of Oct.
FB: MS ASST. (5 positions)	2190	1st Pay of Sept.	2nd Pay of Oct.
	2190	1st Pay of Sept.	2nd Pay of Oct.
	2190	1st Pay of Sept.	2nd Pay of Oct.
	2190	1st Pay of Sept.	2nd Pay of Oct.
	2190	1st Pay of Sept.	2nd Pay of Oct.
<b>GOLF</b>			
<b>HIGH SCHOOL PROGRAM</b>			
GOLF: HS HEAD BOYS	3880	1st Pay of April	2nd Pay of May
GOLF: HS ASST. BOYS	1100	1st Pay of April	2nd Pay of May
GOLF: HS HEAD GIRLS	3880	1st Pay of Sept.	2nd Pay of Oct.
GOLF: HS ASST. GIRLS	1100	1st Pay of Sept.	2nd Pay of Oct.
<b>MIDDLE SCHOOL PROGRAM</b>			
GOLF: MS HEAD	2190	1st Pay of April	2nd Pay of May
<b>SOCCER</b>			
<b>HIGH SCHOOL PROGRAM</b>			
SOCCER: HS HEAD BOYS	5360	1st Pay of Sept.	2nd Pay of Oct.
SOCCER: HS ASST. BOYS	2870	1st Pay of Sept.	2nd Pay of Oct.
SOCCER: HS JV. BOYS	2660	1st Pay of Sept.	2nd Pay of Oct.
SOCCER: HS HEAD GIRLS	5360	1st Pay of Sept.	2nd Pay of Oct.
SOCCER: HS ASST. GIRLS	2870	1st Pay of Sept.	2nd Pay of Oct.
SOCCER: HS JV. GIRLS	2660	1st Pay of Sept.	2nd Pay of Oct.
<b>SOFTBALL</b>			
SOFTBALL: HS HEAD	5360	1st Pay of April	2nd Pay of May
SOFTBALL: HS VAR. ASST.	2870	1st Pay of April	2nd Pay of May
SOFTBALL: HS JV HEAD GIRLS	2660	1st Pay of April	2nd Pay of May
SOFTBALL: HS JV ASST.	1470	1st Pay of April	2nd Pay of May

SOFTBALL: SUMMER	2190	1st Pay of April	2nd Pay of May
<b>SWIMMING</b>			
SWIM: HS HEAD	5360	1st Pay of Dec.	1st Pay of Feb.
SWIM: HS ASST.	3160	1st Pay of Dec.	1st Pay of Feb.
SWIM: MS HEAD	2190	1st Pay of Dec.	1st Pay of Feb.
SWIM: MS ASST.	1770	1st Pay of Dec.	1st Pay of Feb.
<b>TENNIS</b>			
TENNIS: HS HEAD BOYS	3880	1st Pay of Sept.	2nd Pay of Oct.
TENNIS: HS ASST. BOYS	2190	1st Pay of Sept.	2nd Pay of Oct.
TENNIS: HS HEAD GIRLS	3880	1st Pay of April	2nd Pay of May
TENNIS: HS ASST. GIRLS	2190	1st Pay of April	2nd Pay of May
<b>TRACK</b>			
<b>HIGH SCHOOL PROGRAM</b>			
TRACK: HS HEAD BOYS	4730	1st Pay of April	2nd Pay of May
TRACK: HS ASST. BOYS	3160	1st Pay of April	2nd Pay of May
TRACK: HS HEAD GIRLS	4730	1st Pay of April	2nd Pay of May
TRACK: HS ASST. GIRLS	3160	1st Pay of April	2nd Pay of May
<b>MIDDLE SCHOOL PROGRAM</b>			
TRACK: MS BOYS - 8TH	2190	1st Pay of April	2nd Pay of May
TRACK: MS BOYS - 7TH	2190	1st Pay of April	2nd Pay of May
TRACK: MS GIRLS - 8TH	2190	1st Pay of April	2nd Pay of May
TRACK: MS GIRLS - 7TH	2190	1st Pay of April	2nd Pay of May
<b>VOLLEYBALL</b>			
<b>HIGH SCHOOL PROGRAM</b>			
VB: HS HEAD	6460	1st Pay of Sept.	2nd Pay of Oct.
VB: HS VAR. ASST.	3160	1st Pay of Sept.	2nd Pay of Oct.
VB: HS JV HEAD	2290	1st Pay of Sept.	2nd Pay of Oct.
VB: HS FROSH	2290	1st Pay of Sept.	2nd Pay of Oct.
VB: Summer Conditioning	1600	1st Pay of Sept.	2nd Pay of Oct.
<b>MIDDLE SCHOOL PROGRAM</b>			
VB: MS 8TH	2190	1st Pay of Sept.	2nd Pay of Oct.
VB: MS 7TH	2190	1st Pay of Sept.	2nd Pay of Oct.
VB: MS 8TH ASST.	1770	1st Pay of Sept.	2nd Pay of Oct.
VB: MS 7TH ASST.	1770	1st Pay of Sept.	2nd Pay of Oct.
VB: INTRAMURAL 6TH	2400	1st Pay of Sept.	2nd Pay of Oct.
Elem Volleyball Coordinator	520	2nd Pay of Dec.	1st Pay of June
<b>WRESTLING</b>			
WRESTLING: HS HEAD	4730	1st Pay of Dec.	1st Pay of Feb.
WRESTLING: HS ASST.	3160	1st Pay of Dec.	1st Pay of Feb.
WRESTLING: HS FROSH	2840	1st Pay of Dec.	1st Pay of Feb.
<b>MIDDLE SCHOOL PROGRAM</b>			
WRESTLING: MS	2190	1st Pay of Dec.	1st Pay of Feb.
WRESTLING: MS ASST.	1770	1st Pay of Dec.	1st Pay of Feb.

WRESTLING COOR: ELEM	520	1st Pay of Dec.	1st Pay of Feb.
<b>MISC. (ATHLETIC)</b>			
ATHLETIC TRAINER HS – FALL	3880	1st Pay of Sept.	2nd Pay of Oct.
ATHLETIC TRAINER HS – WINTER	3880	1st Pay of Dec.	1st Pay of Feb.
ATHLETIC TRAINER HS – SPRING	3880	1st Pay of April	2nd Pay of May
ATH.NIGHT SUPERVISION. HS	2330	2nd Pay of Dec.	1st Pay of June
ATH.NIGHT SUPERVISION. HS	2330	2nd Pay of Dec.	1st Pay of June
MS ATHLETIC DIRECTOR	5360	2nd Pay of Dec.	1st Pay of June
CONCUSSION COORDINATOR: MS	1030	2nd Pay of Dec.	1st Pay of June
AQUATICS COORDINATOR	5360	2nd Pay of Dec.	1st Pay of June
UNIFIED TRACK & FIELD	1100	1st Pay of April	2nd Pay of May
UNIFIED FLAG FOOTBALL	1100	1st Pay of Sept.	2nd Pay of Oct.
<b>FINE ARTS</b>			
<b>Assignment</b>			
<b>MUSIC/DRAMA</b>			
DRAMA: HS DIRECTOR	5360	2nd Pay of Dec.	1st Pay of June
DRAMA: HS ASST. DIR. FALL	1360	2nd Pay of Dec.	1st Pay of June
DRAMA: HS ASST. DIR. SPRING	2840	1st Pay of April	2nd pay of May
AUDITORIUM TECH DIR.	2190	2nd Pay of Dec.	1st Pay of June
DRAMA: HS ASST. PER EVENT - 7 positions			
1. Fall Set Build	900	1st Pay of Sept.	2nd Pay of Oct.
2. Spring Set Build	900	1st Pay of April	2nd Pay of May
3. Spring Music Director/Coord	900	1st Pay of April	2nd Pay of May
4. Fall Costume Design	900	1st Pay of Sept.	2nd Pay of Oct.
5. Spring Costume Design	900	1st Pay of April	2nd Pay of May
6. Spring Music Choreographer	1550	1st Pay of April	2nd Pay of May
7. Fall & Spring Publicity Coordinator	900	2nd Pay of Dec.	1st Pay of June
DRAMA: MS DIRECTOR	2840	2nd Pay of Dec.	1st Pay of June
<b>MUSIC/INSTRUMENTAL</b>			
MUSIC: HS BAND – FALL	3880	1st Pay of Sept.	2nd Pay of Oct.
MUSIC: HS BAND – WINTER	3880	1st Pay of Dec.	1st Pay of Feb.
MUSIC: HS INSTR ASST.	3500	2nd Pay of Dec.	1st Pay of June
MUSIC: BAND – SPRING	2840	1st Pay of April	2nd Pay of May
MUSIC: MS BAND	2840	2nd Pay of Dec.	1st Pay of June
MUSIC: MS ASST. INSTRU.	1100	2nd Pay of Dec.	1st Pay of June
MUSIC: MS PEP BAND	1100	2nd Pay of Dec.	1st Pay of June
BAND CAMP/COLOR GUARD/PERCUSSION	7000	2nd Pay of Dec.	1st Pay of June
MUSIC: MS VIOLIN SPONSOR	1100	2nd Pay of Dec.	1st Pay of June
<b>MUSIC/VOCAL</b>			
MUSIC: HS VOCAL	3880	2nd Pay of Dec.	1st Pay of June
MUSIC: MS VOCAL	1770	2nd Pay of Dec.	1st Pay of June
MUSIC: ELEM VOCAL (1/BLDG.)			
Wakarusa	910	2nd Pay of Dec.	1st Pay of June

Nappanee	910	2nd Pay of Dec.	1st Pay of June
Woodview	910	2nd Pay of Dec.	1st Pay of June
FINE ARTS ACCOMPANIST MS	520	2nd Pay of Dec.	1st Pay of June
FINE ARTS ACCOMPANIST HS	2090	2nd Pay of Dec.	1st Pay of June
VOCAL MUSIC CHOREO. – FALL	1030	1st Pay of Sept.	2nd Pay of Oct.
VOCAL MUSIC CHOREO. – WINTER	820	1st Pay of Dec.	1st Pay of Feb.
VOCAL MUSIC CHOREO. – SPRING	620	1st Pay of April	2nd Pay of May
<b>CLUBS / CO-CURRICULAR</b>			
Assignment			
YEARBOOK: HS ADVISOR	3160	2nd Pay of Dec.	1st Pay of June
YEARBOOK: HS CONTEST/CONV.	1060	2nd Pay of Dec.	1st Pay of June
YEARBOOK: HS SUMMER CONV	1060	2nd Pay of Dec.	1st Pay of June
JUNIOR CLASS: SPONSOR A	1420	2nd Pay of Dec.	1st Pay of June
JUNIOR CLASS: SPONSOR B	1420	2nd Pay of Dec.	1st Pay of June
AGRICULTURE: FFA ADVISOR	3160	2nd Pay of Dec.	1st Pay of June
AGRICULTURE: FFA ASSISTANT ADVISOR	1060	2nd Pay of Dec.	1st Pay of June
AGRICULTURE: FFA MS ADVISOR	1060	2nd Pay of Dec.	1st Pay of June
STUDENT COUNCIL: HS SPONSOR A	1770	2nd Pay of Dec.	1st Pay of June
STUDENT COUNCIL: HS SPONSOR B	1770	2nd Pay of Dec.	1st Pay of June
SENIOR CLASS: SPONSOR A	1200	2nd Pay of Dec.	1st Pay of June
SENIOR CLASS: SPONSOR B	1200	2nd Pay of Dec.	1st Pay of June
YEARBOOK: MS SPONSOR	1310	2nd Pay of Dec.	1st Pay of June
YEARBOOK: MS SPONSOR	1310	2nd Pay of Dec.	1st Pay of June
ROBOTICS DIRECTOR (4-8)	5360	2nd Pay of Dec.	1st Pay of June
ROBOTICS SPONSOR - MS	2090	2nd Pay of Dec.	1st Pay of June
ROBOTICS SPONSOR - MS	2090	2nd Pay of Dec.	1st Pay of June
ROBOTICS SPONSOR - MS	2090	2nd Pay of Dec.	1st Pay of June
ROBOTICS SPONSOR - HS	2090	2nd Pay of Dec.	1st Pay of June
ROBOTICS SPONSOR - WES	2090	2nd Pay of Dec.	1st Pay of June
ROBOTICS SPONSOR - WV	2090	2nd Pay of Dec.	1st Pay of June
ROBOTICS SPONSOR - NES	1040	2nd Pay of Dec.	1st Pay of June
ROBOTICS SPONSOR - NES	1040	2nd Pay of Dec.	1st Pay of June
Academic Coach: HS			
Acad Coach: English	1100	2nd Pay of Dec.	1st Pay of June
Acad Coach: Math	1100	2nd Pay of Dec.	1st Pay of June
Acad Coach: Science	1100	2nd Pay of Dec.	1st Pay of June
Acad Coach: Fine Arts	1100	2nd Pay of Dec.	1st Pay of June
Acad Coach: Social Studies	1100	2nd Pay of Dec.	1st Pay of June
Acad Coach: Spell Bowl	1100	2nd Pay of Dec.	1st Pay of June
BPA (Business Professional of America)	1100	2nd Pay of Dec.	1st Pay of June
Academic Coach: MS (Spell Bowl)	550	2nd Pay of Dec.	1st Pay of June
Academic Coach: MS (Geography)	550	2nd Pay of Dec.	1st Pay of June
KEY CLUB SPONSOR: HS	900	2nd Pay of Dec.	1st Pay of June

NHS SPONSOR: HS	900	2nd Pay of Dec.	1st Pay of June
NHS SPONSOR: HS	900	2nd Pay of Dec.	1st Pay of June
STUDENT COUNCIL: MS SPONSOR	900	2nd Pay of Dec.	1st Pay of June
<b>DEPT CHAIRS: HS</b>			
HS Dept Chair: Music	1100	2nd Pay of Dec.	1st Pay of June
HS Dept Chair: Foreign Language	1100	2nd Pay of Dec.	1st Pay of June
HS Dept Chair: FACS/Agriculture	1100	2nd Pay of Dec.	1st Pay of June
HS Dept Chair: PE/Health	1100	2nd Pay of Dec.	1st Pay of June
HS Dept Chair: Visual Arts	1100	2nd Pay of Dec.	1st Pay of June
HS Dept Chair: Guidance	1100	2nd Pay of Dec.	1st Pay of June
HS Dept Chair: Special Education	1100	2nd Pay of Dec.	1st Pay of June
HS Dept Chair: English	1100	2nd Pay of Dec.	1st Pay of June
HS Dept Chair: Business	1100	2nd Pay of Dec.	1st Pay of June
HS Dept Chair: Math	1100	2nd Pay of Dec.	1st Pay of June
HS Dept Chair: Industrial Arts	1100	2nd Pay of Dec.	1st Pay of June
HS Dept Chair: Social Studies	1100	2nd Pay of Dec.	1st Pay of June
HS Dept Chair: Science	1100	2nd Pay of Dec.	1st Pay of June
<b>INSTRUCTIONAL COACH</b>			
Instructional Coach: Elementary	1100	2nd Pay of Dec.	1st Pay of June
Instructional Coach: Elementary	550	2nd Pay of Dec.	1st Pay of June
Instructional Coach: Elementary	550	2nd Pay of Dec.	1st Pay of June
Instructional Coach: Elementary	1100	2nd Pay of Dec.	1st Pay of June
Instructional Coach: Middle School	1100	2nd Pay of Dec.	1st Pay of June
Instructional Coach: High School	1100	2nd Pay of Dec.	1st Pay of June
- District Digital Learning	1100	2nd Pay of Dec.	1st Pay of June
District English Language Learner	1100	2nd Pay of Dec.	1st Pay of June
District English Language Learner	1100	2nd Pay of Dec.	1st Pay of June
NURSE COOR.	1100	2nd Pay of Dec.	1st Pay of June
<b>Department Team Leader - MS</b>			
MS Dept Team Leader: Math	900	2nd Pay of Dec.	1st Pay of June
MS Dept Team Leader: Language Arts	900	2nd Pay of Dec.	1st Pay of June
MS Dept Team Leader: Social Studies	900	2nd Pay of Dec.	1st Pay of June
MS Dept Team Leader: Science	900	2nd Pay of Dec.	1st Pay of June
MS Dept Team Leader: Special Education	900	2nd Pay of Dec.	1st Pay of June
ART: HS	370	2nd Pay of Dec.	1st Pay of June
ART: HS	370	2nd Pay of Dec.	1st Pay of June
ART: MS	370	2nd Pay of Dec.	1st Pay of June
FACS: HS	780	2nd Pay of Dec.	1st Pay of June
INDUSTRIAL ARTS: HS	1140	2nd Pay of Dec.	1st Pay of June
INDUSTRIAL ARTS: HS	1140	2nd Pay of Dec.	1st Pay of June
INDUSTRIAL ARTS: HS	1140	2nd Pay of Dec.	1st Pay of June
INDUSTRIAL ARTS: MS	780	2nd Pay of Dec.	1st Pay of June



G/T COOR. – EACH BLDG K-8			
G/T Coor: Wakarusa	2090	2nd Pay of Dec.	1st Pay of June
G/T Coor: Nappanee	2090	2nd Pay of Dec.	1st Pay of June
G/T Coor: Woodview	2090	2nd Pay of Dec.	1st Pay of June
G/T Coor: NorthWood Middle	2090	2nd Pay of Dec.	1st Pay of June
SCIENCE: HS	960	2nd Pay of Dec.	1st Pay of June
SCIENCE: HS	960	2nd Pay of Dec.	1st Pay of June
SCIENCE: HS	960	2nd Pay of Dec.	1st Pay of June
SCIENCE: HS	960	2nd Pay of Dec.	1st Pay of June
SCIENCE: HS	960	2nd Pay of Dec.	1st Pay of June
SCIENCE: HS	960	2nd Pay of Dec.	1st Pay of June
SCIENCE: MS	780	2nd Pay of Dec.	1st Pay of June
SCIENCE: MS	780	2nd Pay of Dec.	1st Pay of June
SCIENCE: MS	780	2nd Pay of Dec.	1st Pay of June
SCIENCE: MS	780	2nd Pay of Dec.	1st Pay of June
SCIENCE: MS	780	2nd Pay of Dec.	1st Pay of June
SCIENCE: MS	780	2nd Pay of Dec.	1st Pay of June
SCIENCE: MS	780	2nd Pay of Dec.	1st Pay of June
TESTING COOR: HS	1540	2nd Pay of Dec.	1st Pay of June

\*The number of positions was not bargained but is for information purposes only.

#### EXTRA-DUTY ASSIGNMENTS

Unless otherwise indicated, the extra-duty salary is the total amount to be paid for an extra-duty assignment. The positions may be split evenly between two employees with mutual agreement between the parties fulfilling the responsibility and the administration.

It is understood by both parties that the establishment of the extra-duty pay within the designated range is the sole responsibility of the Superintendent and the Board.

Extra assignments as set forth in the Extra-Duty Schedule will be offered to teachers on a voluntary basis. No teacher will be given a negative evaluation for not accepting an extra-duty assignment as set forth in the Extra-Duty Schedule nor for applying for release under this provision. This provision is the school's policy, was not bargained, and is included for informational purposes only.

If, after this Contract has been ratified by the Parties concerned, it becomes necessary for the Board to establish new or additional extra-duty assignments not listed in said Extra-Duty Schedule, then it is understood that the Board retains its sole authority to determine said extra-duty assignments. The establishment of the extra-duty salary range for these assignments shall be mutually agreed upon by the Superintendent and members of the Association Welfare Committee and /or its representatives. These extra-duty assignments and the salary range will become negotiable with the Association at the expiration of the present Contract.

The Parties understand that the Board retains its sole authority to hire, promote, transfer, retain or remove any person from any or to any position for which additional compensation is paid.

**APPENDIX A-1  
STIPENDS**

<b>GROWTH STIPENDS*</b>	
Stipend No. 1	437
Stipend No. 2	874
Stipend No. 3	1311
Stipend No. 4	1748
<b>APPRECIATION STIPENDS*</b>	
Stipend No. 1	364
Stipend No. 2	728
Stipend No. 3	1092

\*These stipends have limited availability and will be paid only to those teachers who qualified for and were receiving the stipends on the date this contract was executed.

Wa-Nee Community Schools will offer a tuition reimbursement stipend for any teacher of the Wa-Nee Community School's that has attained coursework necessary to teach dual credit under the new Higher Learning Commission requirements, enrolls in continuing education necessary for certification to teach dual credit classes, and is currently employed by Wa-Nee Community Schools. Wa-Nee Community Schools will pay a reimbursement stipend up to \$500 per credit hour successfully completed by the teacher for a maximum of 18 credit hours. Any reimbursement stipend paid shall be for only tuition or book fees incurred and documented by the teacher. By accepting the stipend, the teacher commits to continued employment with Wa-Nee Community Schools during the time the teacher is completing the certification and for five years following completion of the certification. Additionally, upon completing the certification, the teacher shall receive an additional \$1,250 in compensation annually for teaching the dual credit course(s).

A teacher receiving the stipend who leaves Wa-Nee Community Schools prior to the completion of five years of employment after certification will be responsible for repayment of the stipend. If a teacher completes one year of the five year term, the teacher shall repay 90% of the stipend; if the teacher completes two years of the five year term, the teacher shall repay 80% of the stipend; if the teacher completes three years of the five year term, the teacher shall repay 50% of the stipend; and if the teacher completes four years of the five year term, the teacher shall repay 25% of the stipend. Repayment of the stipend shall be paid in 24 equal monthly installments beginning the first day of the first month following the resignation or termination date. The teacher may make any payment prior

to the date due without penalty. If a teacher receiving the stipend leaves Wa-Nee Community Schools before completing the certification or without completing one year of the five year commitment, the full amount of the stipend that teacher received shall be repaid on the effective date of teacher's resignation or termination. Any late payments will bear interest from the date the payment was due until paid at the statutory annual rate. Failure to make any monthly payment in a timely manner in the proper amount shall cause the full amount to become immediately due and payable. If an action is brought for collection of these payments against the teacher, the teacher shall pay all reasonable attorneys' fees and costs of Wa-Nee Community Schools.

In the event a teacher retires after completing at least three years of the five year term and does not accept other employment in a certificated position with another public, private or charter school in the State of Indiana, the teacher shall not be responsible for repaying any portion of the stipend. In the event a teacher becomes eligible for disability benefits at any time before or after completing the certification, the teacher shall not be responsible for repaying any portion of the stipend.

**Teacher Retirement Fund Savings Stipend (2021-2023)**

For the 2021-2022 and 2022-2023 school years, the General Assembly will contribute 2% toward the corporation's Teacher Retirement Fund liability. Any and all savings generated by the State's contribution shall be divided evenly among all bargaining unit members as a one-time lump sum stipend and be paid on the first pay of June for both years. This stipend was bargained outside the compensation model and is not subject to the requirements of IC 20-28-9-1.5.

**APPENDIX B**

Wa-Nee Community Schools  
Elkhart-Kosciusko Counties, Indiana  
CERTIFIED EMPLOYEE SICK LEAVE BANK ENROLLMENT FORM

I hereby voluntarily enroll in the Wa-Nee Community School's Certificated Employee Sick Leave Bank and do authorize the Wa-Nee Community Schools to permanently deposit two of my sick leave days in the Sick Leave Bank. I do so with the following understandings.

1. My enrollment and two day deposit makes me eligible to borrow from the sick leave bank in the event that my own accumulated and current year's allotment of sick leave days is completely exhausted.
2. When my employment with the Wa-Nee School Corporation is terminated, the days that I have deposited to the Sick Leave Bank are not returnable to me.
3. I understand that my eligibility to borrow from the Sick Leave Bank (in case my own accumulated Sick Leave including the current year's sick leave days is exhausted) is dependent upon my prior enrollment and deposit of two days to said Sick Leave Bank. Certificated employees must enroll during the enrollment period or upon initial employment in the system.
4. I cannot borrow more than 180 sick leave days, including my own accumulation, in any one school year.
5. I may borrow from the Sick Leave Bank in more than one school year and on more than one occasion provided that the total of days borrowed and not yet repaid does not exceed 180 days.
6. I am to repay borrowed days as the rate of 5 per year, over a period of years, when I do return to active employment with the Wa-Nee Community Schools.
7. In the event of my death my estate is not charged with days I owe to the Sick Leave Bank.
8. A statement by one or more doctors, possibly including one appointed by the school board, may be required of the certificated employee to borrow extensively from the bank.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

**APPENDIX C**

**Wa-Nee Community Schools  
SICK LEAVE BANK APPLICATION AND AGREEMENT FORM**

Official request to borrow sick leave days from the Sick Leave Bank

Days \_\_\_\_\_ Beginning date to borrow \_\_\_\_\_

Due to a prolonged illness or disability, I have now exhausted my current year’s allotment of sick leave days as well as my accumulated sick leave days. Since all allotted sick leave days are presently exhausted, I hereby make official request to borrow from the Wa-Nee Community Schools’ “Certified Employees Sick Leave Bank” with full knowledge of the limitations and my obligation to repay said bank as per agreement.

I hereby request to borrow sick leave bank days as needed within limitations of Board policy until my health permits me to return to active duty as a certified employee with the Wa-Nee Community Schools (maximum 180 days if under professional contract with the Wa-Nee Community Schools.)

My request to borrow sick leave days from the “Certified Employee’s Sick Leave Bank” is made with full knowledge of my obligation for repayment as follows:

I agree to repay the Sick Leave Bank at the rate of at least three (3) days per year when I do return to active employment with the Wa-Nee Community Schools.

If my health permits me to return to active employment and for certain reasons, I elect not to return to active employment with the Wa-Nee Schools, or elect to accept employment elsewhere, I hereby agree to repay the Wa-Nee Schools Community Schools for the sick leave days I have borrowed from the Wa-Nee Certified Employee’s Sick Leave Bank in a cash amount equal to that paid my substitute during the time I borrowed from said Sick Leave Bank, but in no case more than I would have earned.

I further agree to repay this cash amount in total upon electing not to return to active employment (should my health permit) with the Wa-Nee Schools-or at the rate of a cash amount equal to ten (10) substitute days per year over a necessary consecutive period of years immediately following my health eligibility to return to active employment. Health eligibility to be determined by appointed or approved physician. I also agree that any amount of unpaid balance due by me after five years after the end of employment on said repayment plan at the above stated rate per year, shall become due immediately upon request by Wa-Nee Community Schools.

In the case of continued disability or in event of death, it is understood that I, my family, or estate will have no obligation in regard to this agreement. Disability to be verified by Board approved or appointed physician.

Signed: \_\_\_\_\_ Position: \_\_\_\_\_

**Sick Leave Bank Committee Response:**

- Approved      Number of Days Awarded: \_\_\_\_\_
- Denied

**APPENDIX D**

Wa-Nee Community Schools  
Elkhart-Kosciusko Counties, Indiana

**GRIEVANCE REPORT FORM**

Name of Teacher(s) \_\_\_\_\_ Date \_\_\_\_\_

School: \_\_\_\_\_ Subject or Grade \_\_\_\_\_

Date of alleged grievance:

**Identify specific provisions of agreement violated:**

**Nature of grievance:** (Please name employees involved, facts giving rise to the grievance, and state the contention of the grievant with respect to the grievance.)

**Settlement Desired:**

**Grievant** \_\_\_\_\_

**Principal's Reply:**

**Date:** \_\_\_\_\_ **Signed:** \_\_\_\_\_

**Building Principal**

**If additional space is needed, additional sheets may be attached to this form.**