

**AGREEMENT BETWEEN WHITKO COMMUNITY SCHOOL BOARD AND
WHITKO CLASSROOM TEACHERS ASSOCIATION
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**AGREEMENT BETWEEN WHITKO COMMUNITY SCHOOL BOARD AND
WHITKO CLASSROOM TEACHERS ASSOCIATION**

For 2023 – 25

July 1, 2023 to June 30, 2025

I. AGREEMENT

THIS AGREEMENT entered into by and between WHITKO COMMUNITY SCHOOL CORPORATION, by its Board of School Trustees, and the WHITKO CLASSROOM TEACHERS ASSOCIATION, the exclusive representative of all teachers, hereinafter defined, of the Whitko Community School Corporation, through the duly elected or appointed officers:

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains a language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

The parties agree that all negotiable items as defined in Indiana Code 20-29-6-4, have been negotiated during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement, except where specifically provided for otherwise herein, and except where the parties hereto mutually agree to any change, alteration or amendment.

II. DEFINITIONS

A. Teacher:

The term "teacher" when used in this Agreement shall refer to all certified employees employed in the Whitko Community School Corporation of Indiana, except for those individuals occupying the following positions:

Superintendent, Assistant Superintendent, Curriculum Director, Central Office Administration Assistants, Director of Financial Operations, Director of Information Services, Director of Special Services, Principals, Assistant Principals, Athletic Director, Non-contracted Substitute Teachers, Certified Instructional Assistants, and Other Employees and Supervisors who perform administrative and/or supervisory responsibilities 50% or more of their assigned time.

B. Board:

The term "Board" shall mean the School Board of the Whitko Community School Corporation of Indiana.

C. Association:

The term "Association" shall mean the Whitko Classroom Teachers Association.

III. WAGES AND SALARIES

A. Compensation Plan:

It is agreed by and between these parties that the Compensation Model of a two year salary schedule and extra duty compensation for the teachers of the Whitko Community School Corporation shall be determined as set forth in Appendices "A" & "B" attached hereto and made a part hereof, for each teacher who executes a teaching contract with said School Corporation for said school year. The salary schedule goes into effect in the 2023-24 school year. Teachers who received a Highly Effective or Effective evaluation during the 2023-24 school year shall go up one step on the salary schedule during 2024-25 school year.

B. Preparation Period Ancillary Coverage:

Any teacher who covers another teacher's class as requested by the administration during their preparation period, due to a substitute not being available, shall be compensated \$25 for the period. A teacher who covers beyond one preparation period in a day shall be compensated \$50. The additional compensation will be added to the next payroll.

C. Summer Curriculum Work:

Curriculum work authorized by the administration that is completed during the summer shall be compensated at \$20 per hour.

D. Compensated Summer Meetings and Trainings:

Required meetings or trainings that are necessary and held outside the contract year shall be compensated at the rate of \$125 per day. Required state trainings done through GCN will be done on an individual's own time and compensated at \$25/hour up to 3 hours.

E. Grant Stipends:

Stipends paid to individuals from grants will be shared with the Association during the grant application process.

F. Expanded Criminal History Background Check

The school corporation shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per IC 20-25-6-10. Employees will have a background check every 5 years based on years of service.

G. Summer School:

Teachers for summer school classes will be paid at their contracted daily rate divided by six. In addition, teachers will receive a half hour of paid prep time each day they teach summer school. (Rate will be determined using the same formula as above.)

H. AP/Dual Credit and PLTW Teacher Continued Accreditation:

AP/Dual Credit and PLTW teachers will be reimbursed for the required classes to continue their accreditation for the program(s) taught.

I. Dual Credit:

Dual Credit teachers will receive a stipend based on the number of dual credit courses taught. Teachers with one course will receive \$500 and those with two or more will receive \$1,000.

IV. WAGE AND COMPENSATION RELATED FRINGE BENEFITS

A. Leaves:

1. Personal Leave:

Teachers are entitled to four (4) days personal leave during each school year, without loss of compensation. No reason must be given other than "personal business." This leave can accumulate to a maximum of five (5). It is understood that if an appropriate number of days are remaining and available prior to the first year of agreement, the appropriate number may be retained as Personal Leave days to a maximum of five (5) with any remaining day(s) transferred to the Sick Leave balance. A maximum of five (5) personal leave days may be used in any one year. Teachers requesting more than two (2) consecutive personal business days must notify the building principal 24 hours in advance. The teacher shall give the building principal a one day advance notice, whenever reasonably possible, of the taking of a personal leave day. A teacher shall take a personal leave day in not less than one-half day unit. It is recommended that no teacher take a personal leave day to extend a vacation or holiday period. Personal business days used prior to or immediately after a break period will be charged at two days for one used. This applies to Fall Break, Spring Break and Christmas

Break.

2. Sick Leave:

For absences caused by illness or physical disability of a teacher (not covered by worker's compensation), or to attend to the illness, quarantine, pregnancy, or physical disability of any member of the teacher's immediate family as defined in Section IV-A-4, the teacher shall be allowed 10 days the first year of employment and 7 days each succeeding year without loss of compensation. If a teacher uses more than fifteen (15) days to care for an immediate family member(s) in one school year, the teacher must have the approval of the principal. Unused sick days can accumulate to 144 days. In case of illness the teacher involved shall notify the sub service no later than 6:30 a.m. Teachers shall be given an accounting of their accumulated personal sick leave days on each pay check stub. A teacher shall be assessed for using sick leave in not less than one-half day increments (no hourly tracking will take place). Typically, teacher sick leave will not be charged for the partial period worked. Each teacher using any of such family sick leave days shall hold the Board harmless from any cost or expense attributable to such leave days should any government agency or court determine that such use of family sick leave days violates I.C. 20-28-9-9, I.C. 20-28-9-10, I.C. 20-28-9-11, and I.C. 20-28-9-12. A teacher requesting a sick leave day for personal or family reasons shall immediately notify the sub service upon realization that such sick leave is required, and not later than 6:30 a.m. on the leave day. If a substitute teacher is utilized because of a teacher's sick leave, the teacher shall keep the sub service advised. If a teacher uses sick leave prior to a break period the teacher will provide the administration with documentation (a letter of explanation or doctor's note) to substantiate the leave.

Teachers will be automatically enrolled in the Sick Leave Bank as provided in Appendix "C." Any teacher may enroll in the Sick Leave Bank during an "open enrollment" period. This period will begin on the first day of school each year and extend through September 30 of each year.

3. Professional Leave:

This leave is non-accumulative released time without loss of pay to attend professional meetings. This leave shall be requested on the approved Professional Leave Form and must be approved by the building principal and the superintendent in advance of such leave. Teachers shall be reimbursed for such registration fees, mileage, meals and/or lodging which have received the prior approval of the superintendent not to exceed the Board approved per diem rates. Proof of the cost of registration fees, mileage, meals and/or lodging must be submitted before reimbursement can be made.

The WCTA President or designee is entitled to three (3) professional leave days for the purpose of Association business.

4. Bereavement Leave:

This leave is non-accumulative. Each teacher shall be entitled to be absent from work without loss of pay as a result of a death in the immediate family and this leave shall be for not more than a total of five (5) school days within a reasonable period after such death, as approved by the building principal, and such teacher shall utilize only such amount of bereavement leave as is reasonably necessary to attend the funeral, travel to and from the location of the deceased's residence and funeral site, and attend to the important personal and legal affairs of the deceased as is actually required of the teacher. Immediate family is defined as mother, father, mother-in-law, father-in-law, sister, brother, son, daughter, husband, wife, grandparent, grandchild, step-child, legal dependent, or any relative with whom the teacher resides. The teacher shall notify, as soon as is reasonably possible, the building principal and the substitute coordinator as to the beginning and expected end of said bereavement leave.

Each teacher shall be entitled to be absent from work without loss of pay as a result of a death of any of the following: sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parent, step-grandparent, or grandparent-in-law. Such leave shall be for not more than a total of three (3) school days within sixty (60) days immediately after such death.

A teacher is entitled to one (1) day leave with compensation in case of death of uncle, aunt, niece, nephew, and first cousin, for the purpose of attending the funeral of such deceased relative.

An additional two (2) school days leave within such sixty (60) day period shall be allowed the teacher, without loss of pay, in the event of either of the following:

- the distance, one way, from the teacher's residence to the funeral home is more than 400 miles,
- the teacher is required to serve as personal representative of the decedent's estate, or
- permission for such additional leave is granted by the teacher's building principal.

Such teacher shall utilize only such amount of bereavement leave as is reasonably necessary to attend the funeral, travel to and from the location of the deceased's residence and funeral site, and attend to the important personal and legal affairs of the deceased as is actually required of the teacher.

A teacher asked to serve as a pallbearer will be excused without loss of compensation for the reasonable time necessary to act as pallbearer.

5. Leave for Jury Duty:

This leave is non-accumulative. The Board will pay a teacher who has to serve on jury duty the difference between the per diem court rate paid said teacher and the teacher's daily wage. The teacher serving on jury duty must notify the building principal when such jury is assigned, and the teacher must furnish the Office of the Superintendent of Schools with proof of the amount paid by the Court and submit said amount (net of any expense reimbursement) to the Business Office.

6. Leave for Court Appearance:

In the event that any teacher is subpoenaed to appear in any Court proceeding other than a suit against the School Corporation or its Board Members acting in their official capacity or any of its agents acting in their official capacity, the teacher shall be entitled to receive the difference in what is paid by the Court and regular pay for a period not to exceed five (5) days.

7. Election Day Leave:

A teacher shall be entitled to leave school without loss of pay, on each Election Day, at 2:00 p.m., or any time thereafter, if the teacher files a written request with the building principal no later than the end of the school day on the Friday before election.

8. Absence Due to Assault:

Absence due to a physical injury, incurred in the course of the teacher's employment, as a result of a malicious, intentional, bodily assault upon the person of the teacher, shall not be charged against the teacher's sick leave days. The Board shall pay to such teacher the difference between the teacher's compensation and the benefits received by the teacher under Worker's Compensation Laws until such teacher is able to return to work, or until such teacher's Worker's Compensation terminates, or until such teacher begins receiving long term disability benefits, whichever of such three events occur first.

9. Birth Leave:

Teachers are entitled to two (2) days leave with pay for the birth of the teacher's child. Such leave shall be taken during the period beginning with the day of the birth of the child and ending fourteen (14) calendar days after the birth of the child.

10. Adoption Leave:

A teacher is entitled to two (2) paid days for issues related to the adoption of a child.

B. Insurance Benefits:

The Board shall, during this Agreement, provide the teachers with insurance benefits.

1. Fully Paid Benefit:

The Board shall pay the insurance premiums, less \$1, of the following benefits:

- Long term disability: Teacher only. 2/3 of basic monthly earnings up to \$6,000 per month.
- Life Insurance: Teacher only. \$50,000
- Professional Liability Insurance: Teacher only.

2. Medical Premium Payment:

The new annual premium in Calendar Year 1 (2024) is figured on a 21% increase. If the increase is less, the difference will be paid to ALL certified teachers with a stipend.

\$252,367.50 will be applied to the corporation's portion of the insurance premiums.

The Board shall pay towards the health insurance costs in Calendar Year 1 (2024):

\$7500 HSA Plan

- \$17,977 yearly for family hospitalization, medical, and prescription.
- \$5,719 yearly for teacher only hospitalization, medical, and prescription.
- \$12,009 yearly for teacher/spouse hospitalization, medical, and prescription.
- \$9,312 yearly for teacher/children hospitalization, medical, and prescription.

\$3000 HSA/HRA Plan

- \$18,825 yearly for family hospitalization, medical, and prescription.
- \$5,897 yearly for teacher only hospitalization, medical, and prescription.
- \$12,401 yearly for teacher/spouse hospitalization, medical, and prescription.
- \$9,611 yearly for teacher/children hospitalization, medical, and prescription.

No Deductible Plan

- \$19,859 yearly for family hospitalization, medical, and prescription.
- \$6,328 yearly for teacher only hospitalization, medical, and prescription.
- \$13,349 yearly for teacher/spouse hospitalization, medical, and prescription.
- \$10,341 yearly for teacher/children hospitalization, medical, and prescription.

Calendar Year 2 Insurance

The insurance increase for Calendar Year 2 (2025) will be split equally between the corporation and the employee, therefore keeping the percentages the same.

Teachers hired after January 1, 2019 will be subject to a spousal carve out policy immediately. Spousal carve out for all teachers will become effective January 1,

2021. Spousal carve out has never been used. In the event it is needed and agreed upon, the amount of savings from spousal carve out will be redistributed to the corporation's contribution of the other insurance plan premiums for teachers.

3. Section 125:

The Board shall pay the cost for Section 125 benefits.

4. Decline to Participate:

Any teacher not wishing to participate in any of the insurance plans may indicate in writing the desire not to participate in the Health, Life and/or Long Term Disability Insurance Program. The Board, however, shall not pay the teacher for any amounts which otherwise the Board would be required to pay towards such insurance coverage indicated by the teacher as not desiring to participate.

5. Employee Assistance Program:

The Board shall provide an Employee's Assistance Program.

C. Retirement Benefits:

It is agreed that the Board will provide the following retirement benefits for the teachers:

1. Qualification to Retire:

A teacher with fifteen (15) years of experience in the Whitko Community School Corporation and who qualifies for retirement under requirements of the Indiana State Teachers' Retirement Fund (ISTRF) shall be entitled to the benefits described below.

2. Payment for Unused Sick Leave:

A teacher with a minimum of ten years of experience in the Whitko Community School Corporation and who qualifies for retirement under requirements of the Indiana State Teachers' Retirement Fund (ISTRF) shall be entitled to additional compensation for unused sick days at the daily amount of (\$55.00) dollars for each unused sick day to a maximum of 130 days as of the teacher's last contracted day.

3. Benefits:

i. All Employee Benefits:

The Board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Plan") for all certified employees covered under this Collective Bargaining Agreement. The 401(a) Plan shall be available for all certified employees. The Board shall also maintain a 403(b) Plan (hereinafter referred to as the "403(b) Plan") for all certified employees covered under this Collective Bargaining Agreement. The 403(b) Plan will include provisions for pre-tax compensation reduction contributions which will be matched by Board contributions to the 401(a) Plan. The maximum contribution that will be

made to the 401(a) Plan by the Board will be 0.5% of the teacher's base salary.

The 401(a) contributions by the Board shall be an amount which reflects the appropriate percent of each certified employee's base compensation as set forth on the certified employee's Teacher Contract which corresponds to placement on the Compensation Model.

The parties agree that all contributions made to the 401(a) Plan by the Board shall be considered as additional funds and be counted as part of any compensation increases negotiated for the certified employees.

ii. Employees Prior to July 2000 Buyout:

Certified employees hired prior to July 1, 2000, are covered by the conditions of the retirement buy-out that occurred during the 2008-2009 school year as described below.

In lieu of the retirement benefits called for in the 2007-2008 and 2008-2009 agreement under Retirement Benefits, paragraph (1)(a), the Board will cause to be paid into an individual's separate 401(a) account a lump sum equal to the discounted value of his years of service credit (1.75% times their 2006-07 salary times number of years at Whitko through 2006-07 school year) with the actuarial study using a discount rate of 4% per year for the first four years, and 7% per year thereafter, a projected salary increase of 1.75% (per year) and sixty one (61) as the average retirement age. The date of the actuarial study was June 30, 2007 as adjusted for buy-out date. The date of payment was prior to May 31, 2008. Each individual involved in the buy-out received a personalized statement of benefits from the actuarial study.

The individual's balance as of June 30, 2007 (and earnings to date of buy-out) in his existing 401(a) account was used as an offset to the actuarially determined amount.

The amount due a retiring individual based upon unused sick days that is described in Paragraph C-2, will continue to be paid as of the retiree's last contracted day (his actual retirement date). This amount will be deposited into the above-referenced 401(a) account within 2 ½ (two and one half) months of his retirement date.

The account of any individual who receives the buy-out benefit and who leaves employment prior to becoming fully vested as described in Retirement Benefits, paragraph C-1 (has fifteen years of experience in the Whitko Community School Corporation and qualifies for retirement under requirements of the Indiana State Teachers' Retirement Fund) shall be

forfeited and shall be reallocated among the separate 401(a) Plan accounts of all actively employed participants.

All balances in this buy-out 401(a) account of the actively employed participants will remain in this plan until the date of the individual's retirement so as to affect these forfeitures. The forfeitures will be allocated in the same manner and percentage as the original buy-out calculation was determined. Forfeitures will be allocated at the end of the school year following the non-vested employee's resignation.

Inservice transfers to another tax-sheltered plan will be allowed for a fully vested participant if he chooses upon reaching the age of fifty nine and one half (59 1/2). If upon reaching that distributable event, the participant transfers out of the 401(a) Plan their full account balance, in effect closing their account, he will no longer share in any allocation of future forfeitures that might become available to the plan. If he leaves a balance in his 401(a) account, future forfeitures would still be allocated.

At the time of retirement, the individual's 401(a) account balance would be eligible for a direct rollover to another tax-sheltered plan of their choice or for cash distribution, if he chooses that option. The manner of the 401(a) surrender chosen would fall under all applicable Internal Revenue Service rules for taxation of benefits at the time of surrender. Individuals should seek counsel from a financial advisor at that time.

iii. Employees Hired After July 2000:

For the certified employees hired after July 1, 2000, the 401(a) Plan and the 403(b) Plan will be the Retirement Benefit. All eligible certified employees shall be 100% vested in the 401(a) Plan upon completion of five (5) years of service with the Whitko Community School Corporation. Employees will be immediately 100% vested in all pre-tax salary reduction agreements into their personal 403(b). The minimum contribution each contract year to the individual 403(b) Plan shall be .5% of the teacher's contract salary.

The 401(a) Plan and the 403(b) Plan shall:

- be subject to all applicable Internal Revenue Service regulations.
- have no contract initiation fees charged to the employee.
- have no administrative or Plan Document charge to the Board.
- have a vendor selected by mutual agreement of the parties to this agreement.

The employee's 401(a) Plan shall be valued at the official date of retirement. Any additional Employer 401(a) Plan deposits required, but not yet made, shall be added to the Employee's 401(a) Plan.

The employee shall be 100% immediately vested in the Non-Elective 403(b).

iv. Gap in Employment:

In the event an employee has a gap of employment for one year or less, the employee does not forfeit 401a benefits accrued above.

If the employee is not hired back the second year, the 401a benefits accrued are forfeited.

4. Disability Benefit:

A teacher with ten (10) years of experience in the Whitko Community School Corporation and who becomes totally disabled, as defined and required by the Social Security rules and regulations, shall be entitled to a retirement benefit equivalent to twenty five hundredths (0.25%) percent for each year such teacher has been employed as a teacher in the Whitko Community School Corporation, times (x) the disabled teacher's yearly salary being earned at the time of disability, or the last yearly salary if the disability occurs after the end of one school year and before the beginning of the next school year.

Such retirement benefits shall be paid within ninety (90) days after such disability occurs.

5. Death Benefit:

The person(s) designated by a deceased teacher in the Indiana Retirement Teacher's Fund shall be entitled to the retirement benefits of the deceased teacher who has completed the same length of service requirements set forth in Paragraph C-1 herein above.

6. Notification:

Notification of intent to retire should be made prior to May 15 of the last year of teaching. If a teacher is unable to give timely notice of retirement and is forced to retire as a result of ill health, accident, or other unforeseen events, then and in such event, the required notice of retirement shall be waived by the Board on the recommendation of the Association and Superintendent.

7. Retirement Incentive:

Teachers who provide the Superintendent an intent to retire letter by December 31st of the current school year, complete the entire school year, while not revoking their notice to retire, will receive a \$5,000 check or it can be deposited into their 401A account of choice as a retirement payment by the school corporation.

8. Portion of Year:

If a teacher is on Board-approved leave for a portion of the school year, the employer contribution to the 401(a) will be contributed when the employee returns to work.

V. GRIEVANCE PROCEDURE

Pursuant to the provisions of the Indiana Code, the parties have elected to establish a Grievance Procedure to be utilized in the event that any member of the Bargaining Unit feels that a violation of this contract has infringed upon his or her contractual rights, which procedure is set forth hereafter.

A. Definitions:

1. Grievant:

Any member of the bargaining unit who believes a grievance has occurred, or the Association President when it is believed that an Association right, as defined in this agreement, has been violated.

2. Grievance:

An alleged violation of a specific article or section of this Agreement, or any Indiana or Federal law, rule or regulation.

All reference to days as listed in the below procedures will be working days.

B. Procedure:

1. Level 1:

Should a teacher feel that a grievance exists, the teacher is to first meet with the Association Executive Committee and present the grievance to the Committee, which must be done within twenty (20) days when the grievance first became known or should have been known by the teacher. If the grievant and the Committee feel there is a bona fide grievance, the grievant or designee is to make an appointment with the building principal involved, and the grievance is to be presented to the principal in writing, within thirty (30) days after the grievance becomes known, or should have become known to the teacher, said grievance to be signed by the grievant and the Committee on a form available from the Association President. The building principal shall make the determination of said grievance, in writing, within three (3) days after the same has been presented to the principal, and a copy of same shall be delivered by the building principal to the grievant.

2. Level 2:

If, after carrying out the procedure as spelled out, in B-1 immediately above, grievant and the Association Committee feel that the grievant still has not received satisfaction, then the grievant or designee is to make an appointment

with the superintendent and the grievance is to be presented by that group, which shall be done within twenty (20) days after receiving the written report from the building principal. The superintendent shall have the right to have the building principal involved at such meeting. The superintendent shall make the decision on said grievance and send a written copy (Form 2) of said decision to the grievant within three (3) days after hearing said grievance.

3. Level 3:

If, after carrying out the procedures as spelled out in B-2 immediately above, the grievant and the Association Committee still feel that the grievant has not gained satisfaction, the grievant or designee is to make an appointment to appear at the next regularly scheduled meeting of the Board which occurred at least ten (10) days after the superintendent has made a written decision, and the grievance is to then be presented in front of that body. The Board's decision of the grievance is to be final, unless after said decision the grievant and the Association Committee feel that the Board has acted illegally in which case, the grievant has recourse to legal action, as has any citizen in the normal process of law.

C. Informational Procedure:

If an individual teacher has a personal complaint which the teacher desires to discuss with an administrator, the teacher is free to do so without recourse to the grievance procedure.

D. Exception – Direct to Board:

Should a teacher feel that a grievance has occurred out of the application, by a member of the administration staff of this school corporation, of a Board Policy adopted by the Board in the Certified Personnel Section of the "Board Policy Manual - Whitko Community School Corporation", such teacher shall be entitled to present said grievance to the Board at its regularly scheduled meeting. This procedure does not, in any respect, prevent or alter the authority and power of the Board to establish, alter, amend, or delete any such personnel policy as contained in said Board Policy Manual.

VI. PART- TIME TEACHERS

A. Definition:

The term part time teacher is defined as follows: A teacher who executes a teacher contract and who performs a teaching assignment during a portion, but not all, of each teaching day or less than 184 days. The term does not include substitute teachers.

B. Benefits:

The benefits available to teachers under this Agreement shall also be available to part time teachers, except that part time teachers shall be entitled to only a prorated amount

based upon the percentage of the day(s) taught. Benefits include:

- wages
- personal leave days
- sick leave days
- premiums paid by the Board for hospitalization, medical, major medical, dental, long term disability and life insurance.

VII. SUMMARY AND SIGNATURE

It is agreed by and between the parties to this Agreement that upon the affixing of final signatures to this Collective Bargaining Agreement it shall be the final negotiations of all issues of collective bargaining pursuant to the provisions of IC 20-29-6-4 of the Indiana General Assembly for the contract term and the parties mutually agree to abide by all of the terms and conditions of said Agreement without change, alteration or amendment for the term of the Agreement, except where the parties hereto mutually agree to change, alteration or amendment.

This agreement shall be posted to the website within thirty (30) days after ratification.

Should any section or part of this Agreement be declared illegal by a Court of competent jurisdiction, the section or part shall be deleted to the extent it violates the law, but remaining provisions shall remain in effect for the term of the Agreement. Negotiations will begin immediately to provide substitute language for the deleted part.

In witness thereof, the parties have set their hands on the dates indicated below:

The undersigned attest to the following:

that a public hearing was held in compliance with IC 20-29-6-1(b) on September 13, 2023, and that electronic participation was not permitted.

The undersigned further attest that a public meeting in compliance with IC 20-29-6-19 was held on November 13, 2023 to discuss the tentative agreement and that electronic participation was not permitted.

THIS AGREEMENT supersedes and cancels all previous Agreements, Memoranda, or Agreement, past practices or side letters between the parties and constitutes the entire Agreement between the parties this 16th day of November, 2023 to continue in full force and effect from July 1, 2023 to June 30, 2025. Items with dates may become null and void.

Whitko Community Schools	Whitko Classroom Teachers Association
Annette Arnold, Board President	Antimony Fox, President
Georgia Tenney, Board Vice President	Teresa Knepple, Vice President
November 16, 2023	November 8, 2023
Board Approval Date	WCTA Ratification Date

APPENDIX “A”
WHITKO COMPENSATION MODEL DESCRIPTION

Step	2023-2024	2024-2025
A	\$41,250	\$41,250
B	\$42,500	\$42,500
C	\$43,750	\$43,750
D	\$45,000	\$45,000
E	\$46,250	\$46,250
F	\$47,500	\$47,500
G	\$48,750	\$48,750
H	\$50,000	\$50,000
I	\$51,125	\$51,125
J	\$52,500	\$52,500
K	\$53,750	\$53,750
L	\$55,000	\$55,000
M	\$56,250	\$56,250
N	\$57,500	\$57,500
O	\$58,750	\$58,750
P	\$60,000	\$60,000
Q	\$61,250	\$61,250
R	\$62,500	\$62,500
S	\$63,750	\$63,750
T	\$65,000	\$65,000
U	\$66,250	\$66,250
V	\$67,500	\$67,500
W		\$68,750

- I. Salary Range
 - a. \$41,250 to \$67,500 for the 2023-24 school year and \$41,250 to \$68,750 for the 2024-25 school year, which includes current year and second year increases and/or TRF contributions
- II. Average and Gap
 - a. The average of the minimum and maximum teacher salary is \$51,549 for the 2023-24 school year and \$52,799 for the 2024-25 school year.
 - b. The gap between the minimum and average salary is \$10,299 for the 2023-24 school year and \$11,549 for the 2024-25 school year.
- III. Base Salary Increases
 - a. General Eligibility
 - i. To be eligible for a salary increase in 2024-25, a teacher must not have received a rating of Ineffective or Improvement Necessary in the prior school year. A teacher who received a rating of Ineffective or Improvement Necessary will remain at their 2023-24 salary.
 - b. Factors and Definitions
 - i. Evaluation Rating-The teacher received a Highly Effective or Effective evaluation rating for the prior year.
 - ii. Year of Experience-The teacher was employed in the corporation for at least 120 days prior to the beginning of the 2023-24 school year.
 - iii. Academic Need-The need to retain teachers in the corporation.
 - iv. Veteran Teacher Retention Catch Up-The need to retain teachers in the corporation.
 - c. Distribution-Amounts to be added to a teacher's base salary in 2023-24 and 2024-25
 - i. Academic Need (The salary increase for academic need is to reduce the gap and retain teachers using the veteran teacher catch-up provision)
 - ii. Transition of Teachers to the New Salary Schedule for the 2023-24 and 2024-25 School Years

The parties are transitioning to a new salary schedule in the 2023-24 school year with flat dollar increases between rows (\$1,250). Each Teacher will be placed in the 2023-24 Salary Schedule based on their current teaching experience. The parties understand that the base salary increase received by each Teacher in the transition to the new salary schedule are not equal. There are additional salary increases for the 2024-25 school year and all eligible teachers take one step, resulting in a \$1,250 raise.
 - iii. Placement of New Teachers on the Salary Schedule:

A new teacher will be placed on the salary schedule according to recognized teaching experience mirroring the salary and placement of current employees. A teacher with a workplace specialist license will be granted years experience on the salary schedule equal to the years they have worked in their related field.

A one-time stipend of up to \$5,000 can be added during a new teacher's first year at Whitko Community Schools if it is determined to be a hard to fill position. This stipend is awarded at the discretion of the Superintendent after consultation with the WCTA President. This stipend will not be added to the base salary.

iv. 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.

- IV. New minimum and maximum, average, and gap after "reduce the gap" salary increase is implemented
- a. New minimum and new maximum is \$41,250 to \$67,500 for 2023-24 and \$41,250 to \$68,750 for 2024-25.
 - b. The average of the minimum and maximum teacher salary is \$51,549 for the 2023-24 school year and \$52,799 for the 2024-25 school year.
 - c. The gap between the minimum and average salary is \$10,299 for the 2023-24 school year and \$11,549 for the 2024-25 school year.
 - d. The gap has been increased by \$1,164 for the 2023-24 school year and increased by \$1,250 for the 2024-25 school year.

If a teacher hired at a higher initial base salary due to expectations related to a specific position and that teacher subsequently changes positions or has the additional expectations otherwise removed from their position, that teacher will undergo adjustment of their base salary (for example, an individual assumes a position in Special Needs and is awarded a higher base salary due to the difficulty of filling such a position and then subsequently transfers to a regular elementary teaching assignment. Similarly, an individual is hired to teach an advanced subject like Calculus and transfers to a less rigorous mathematics position). Such expectations and agreements will be noted in the initial hiring document and kept in the teacher master file at Central Office.

If a new teacher with experience is brought into the district, the initial salary will not be greater than the current maximum amount capped above.

IN ADDITION TO THE COMPENSATION MODEL ABOVE, WHITKO COMMUNITY SCHOOLS WILL PAY THE 3% ISTRF COST FOR CERTIFIED TEACHERS EMPLOYED ON A REGULAR OR TEMPORARY CONTRACT.

APPENDIX “B”

2023-25 EXTRA DUTY COMPENSATION SCHEDULE

As duties are passed from one person to another, or as sponsors add to or subtract from the “normal” description, this should be noted and the stipend adjusted as agreed upon by the administration and WCTA.

A coach who moves to a different school but continues in the same sport will not lose his place on the experience merit pay.

Position	Stipend
HS Boys Basketball	10,000
HS Boys Varsity Assistant	3,500
HS Boys JV Basketball	3,855
HS Boys Assistant Basketball	2,500
HS Boys Football	10,000
HS Boys Varsity Assistant Football	3,500
HS Boys Assistant Football	2,500
HS Boys Asst 9 th Football	1,988
HS Boys Track	3,500
HS Boys Asst Track	1,670
HS Boys/Girls Cross Country	3,000
HS Boys Wrestling	4,500
HS Boys Asst Wrestling	2,329
HS Boys Baseball	4,500
HS Boys JV Baseball	2,041
HS Boys Assistant Baseball	1,500
HS Boys Golf	3,000
HS Boys Tennis	3,000
HS Boys Soccer	2,492
HS Girls Basketball	10,000
HS Girls Varsity Basketball Assistant	3,500
HS Girls JV Basketball	3,855
HS Girls Assistant Basketball	2,500
HS Girls Volleyball	10,000
HS Girls Asst Volleyball	2,433
HS Girls Track	3,500
HS Girls Asst Track	1,670
HS Girls Tennis	3,000
HS Girls Golf	3,000
HS Girls Softball	4,500
HS Girls Assistant Softball	1,500
HS Girls Soccer	2,492
HS Archery Head	700
HS JV Softball Coach	2,041
Unified Sports Coach	1,000
E Sports Director	1,000
Student Athletic Council Director	1,000
Athletics Media Coordinator	1,000
HS 11 th Grade Sponsor	1,031

HS 12 th Grade Sponsor	927
HS Writers Club	404
HS Instrumental Music	4,063
HS Vocal Music	2,095
HS Auxiliary Corp	1,494
HS Yearbook	1,338
HS Rehearsal Pianist	382
HS SADD/VOICE Sponsor	950
HS Cheerleader Sponsor	2,057
HS JV Cheerleader Sponsor	1,275
HS 9 th Cheerleader Sponsor	840
HS Musical Choreographer	382
HS Student Council Sponsor	950
HS Spanish Club Sponsor	739
HS Academic Coach	817
HS Asst Academic Coach	609
HS Fall Drama Director	2,095
HS Spring Musical Director	1,746
HS Marching Band Asst	1,670
HS Spring Musical Vocal	698
HS Spring Musical Instrumental	698
HS FCCLA Sponsor	1,373
HS National Honor Society	934
HS Auditorium Manager	303
HS Sophomore Class Sponsor	200
HS Freshman Class Sponsor	200
HS Newspaper	581
FFA Coordinator	5,300
HOSA	1,000
BPA	1,000
Skills USA	1,000
Educators Rising	1,000
Technology Student Association	1,000
MS Boys Football	2,470
MS Boys Asst Football	1,584
MS Boys/Girls Cross Country	1,443
MS Boys 8 th Basketball	2,470
MS Boys 7 th Basketball	2,221
MS Boys 6 th Basketball	1,365
MS Boys Wrestling	1,710
MS Boys Asst Wrestling	1,140
MS Head Track	2,200
MS Boys Asst Track	1,140
MS Girls Asst Track	1,140
MS Boys/Girls Golf	1,627
MS Assistant Golf (Boys/Girls)	987
MS Girls 8 th Volleyball	1,942
MS Girls 7 th Volleyball	1,783
MS Girls 6 th Volleyball	1,058
MS Girls 8 th Basketball	2,470

MS Girls 7 th Basketball	2,221
MS Girls 6 th Basketball	1,365
MS Soccer Coach	1,250
MS Baseball Coach	1,250
MS Softball Coach	1,250
MS Cheerleader Sponsor	1,140
MS Clean World Assoc Sponsor	3,000
MS Instrumental Music Director	1,267
MS Concert & Swing Choir	1,267
MS Jazz Band	609
MS Archery Head	500
MS Archery Asst	200
MS Academic Coach	609
MS National Honor Society	300
MS Student Council	300
MS Yearbook Head	208
MS Yearbook Asst	79
MS Geography Bowl Coach	609
MS CWA Asst	650
MS Lego Robotics Coach	609
MS Rehearsal Pianist	303
Elem Archery SWES	250
Elem Archery PES	250
Elem Fall Sports PES	up to 50 hrs @ \$15/hr
Elem Fall Sports SWES	up to 50 hrs @ \$15/hr
Elem Winter Sports PES	up to 75 hrs @ \$15/hr
Elem Winter Sports SWES	up to 75 hrs @ \$15/hr
Elem Spring Sports PES	up to 40 hrs @ \$15/hr
Elem Spring Sports SWES	up to 40 hrs @ \$15/hr
Elem Yearbook PES	208
Elem Yearbook SWES	208
Elem Science Fair PES	437
Elem Science Fair SWES	437
Elem Student Council PES	520
Elem Student Council SWES	520
Elem Academic Bowl PES	730
Elem Academic Bowl SWES	730
Elem Pianist PES	265
Elem Pianist SWES	265
Elem Fine Arts PES	505
Elem Fine Arts SWES	505
PES Talent Show Coordinator	100
SWES Talent Show Coordinator	100
PES Parent Volunteer Coordinator	100
PES 5 th Grade Recognition Slide Show	200
PES Computer Club	500
PES Robotics Coach	500
SWES Robotics Coach	500
CPI Trainer Corp	500
Game Club Sponsor	500

Drama/Theatre Club MS	500
School Testing Coordinator	1,000
Advisor Teacher	500

IN ADDITION TO THE EXTRA DUTY PAY, WHITKO COMMUNITY SCHOOLS WILL PAY THE 3% ISTRF COST FOR CERTIFIED TEACHERS EMPLOYED ON A REGULAR OR TEMPORARY CONTRACT.

Individuals that received experience adjustments prior to the 2013-2014 contract year will continue to receive the same base pay for the positions. No additional experience adjustments will be made. (For example if a person was the PES computer club sponsor for 10 years, their pay from the schedule would be \$500 and their experience pay would be \$10 for a total base of \$510. In future years they would maintain the \$10 experience pay and receive percent increases on the \$500 base only.) In essence, we are grandfathering the experience compensation as it stands at ratification.

APPENDIX "C"

SICK LEAVE BANK

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

Participation:

The Sick Leave Bank Program is open to all certified personnel set forth in this agreement.

Structure:

- A. The bank is formed by voluntary participation and voluntary donations of one (1) day personal sick leave by personnel.
1. Teachers may elect to participate in the Sick Leave Bank Program each year during open enrollment, which will be from the first day of school until September 30 of each year.
 2. No teacher shall be required to participate in the program.
 3. A teacher who does not voluntarily donate one (1) day of sick leave is not qualified to receive benefits from the program.
 4. 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 member will be assessed one (1) day of sick leave to replenish the fund.
 5. Members whose sick leave at the beginning of the school year has accumulated to 144 days and/or has accumulated to 144 days at the beginning of the school year may donate the seven (7) days entitlement for that school year to the bank.
 6. Personnel employed by the school corporation after the annual enrollment period has passed shall have ten (10) days from the date of employment in which to decline membership in the bank.
 7. All donated days lose their identity and are considered a permanent contribution and not transferable.
 8. If, at the start of the school year, there are 200 days in the Sick Leave Bank, there shall be no contributions to the Sick Leave Bank except for contributions by teachers returning to membership status, repaying borrowed days and new members.
- B. Membership in the Sick Leave Bank shall be automatically continued from one school year to the next unless the member indicates in writing an election to withdraw from the bank. Such withdrawal must be so indicated during the annual enrollment period.

Personnel electing to become a member of the bank must remain a member for the entire school year.

- C. The administration of the bank will be vested in the Sick Leave Bank Committee.

Use of Sick Leave Bank:

A. Application of Need:

1. Written application by the teacher or a family member accompanied by a physician's certificate stating the nature and estimated length of disability shall be submitted to the Chairperson of the Sick Leave Bank Committee. The Sick Leave Bank is intended for long-term illnesses of the employee, significant other, dependents, or anyone in that employee's household.

B. Process and conditions

1. Applicants must have been donating members of the bank prior to the time of need.
2. All medical information concerning an applicant shall be held in strict confidence by the Committee.
3. Application will be acted upon by the Committee. The Chairperson shall inform the applicant or appointee in writing of the decision of the Committee within five (5) days following the Committee action. Action to grant sick leave days shall be reported to the Whitko School Corporation human resource personnel.
4. An applicant must use all accumulated sick leave and personal days before application may be acted upon by the Committee.
5. A maximum number of days to be granted per member shall be twenty (20) days per school year. An extension of this twenty (20) day limitation may be granted at the discretion of the Sick Leave Bank Committee not to exceed an additional twenty (20) days. Any extension beyond this forty (40) day limitation will require approval by the Board.
6. Once a member has dropped out of the Sick Leave Bank, the member must donate two (2) sick leave days to regain membership in the bank.
7. A member cannot draw days from the Bank and also receive compensation from some other source.

C. Repayment of Loan:

1. The recipient who remains in the employment of the Whitko Community Schools shall repay the bank the borrowed days. The rate of repayment must be at minimum of three (3) days per school year until the loan has been repaid.
2. A recipient who leaves the Whitko Corporation and still owes days to the Sick Leave Bank must upon agreement with the school corporation transfer any accumulated sick leave days to the bank as payment of the loan. Any remaining sick days over twenty (20) will be repaid at a rate of \$55.00 per day.
3. Recipients who 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 bargaining unit appointed by the President of the Association. The Association President will act as a de facto member of this committee and will have no voting power except in the event of a tie vote by the Committee. The Association President will communicate with the Superintendent and human resources personnel when the sick leave bank committee agrees on a situation. If an employee has a reason to apply for the sick leave bank that they would like to keep private, they will contact the Association president and Superintendent.