

# MASTER CONTRACT



Between the Board of School Trustees of

**FORT WAYNE  
COMMUNITY SCHOOLS**  
1200 South Clinton Street  
Fort Wayne, IN 46802-3594

and

**FORT WAYNE  
EDUCATION ASSOCIATION, INC.**  
2990 East Coliseum Blvd., Suite 100  
Fort Wayne, IN 46805  
an affiliate of the Indiana State Teachers Association  
and the National Education Association

**July 1, 2019 – June 30, 2021**



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BOARD OF SCHOOL TRUSTEES

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SUPERINTENDENT OF SCHOOLS

Wendy Robinson

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## Preamble

This Master Contract is entered into by and between the Board of School Trustees of the Fort Wayne Community Schools, hereinafter called the "Board," and the Fort Wayne Education Association, Inc., an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "Association." The Board and the Association recognize as their mutual goal the providing of a quality education for all students of the School District. The achievement of such a goal is directly related to quality and morale of all employees and requires the cooperation and understanding between the Administration and teaching staffs. The following Master Contract covering certain terms and conditions of employment for teachers has been developed through negotiation between the Board and its representatives and the Association and its representatives.

TENTATIVE AGREEMENT - DRAFT

## Definitions

1. The terms “Board,” “Administration” and “Association,” when used in this Contract, shall include authorized officers and designated representatives.
2. The term “hourly rate,” unless otherwise specified, is computed using the teacher’s base salary divided by a number determined by multiplying the number of contracted days times the minimum number of work hours in a work day.
3. System of Support is the FWCS teacher-evaluation system, designed to support and encourage professional growth to ensure that each teacher is providing effective instruction to all students. The System of Support uses a modified version of the Indiana RISE Rubric which tracks four domains of teacher effectiveness (Purposeful Planning, Effective Instruction, Teacher Leadership and Core Professionalism) as well as student data to assign teachers to one of the four rating categories required by IC 20-28-11.5-4(c)(4).
4. Final Observation Rating is a calculation of the rating of the four domains in the FWCS System of Support. Teacher competencies are rated and a final rating given for each domain, are calculated to determine the final observation rating.
5. Final Summative Rating is the Final Summative Observation Rating combined with applicable student data for a school year in which a teacher was paid at least 120 school days.
6. Rating Categories:
  - a. Highly Effective;
  - b. Effective;
  - c. Improvement Necessary;
  - d. Ineffective.
7. Base Salary is the salary of a teacher which continues from year to year absent a change in employment status.
8. A stipend is a single lump sum payment which does not continue and which does not become part of the Base Salary.
9. An index is a salary payment included in pay for additional duties, responsibilities or other reasons.
10. A content-area master’s degree is a master’s degree in a content area directly related to the subject matter of any FWCS course taught by the teacher who possesses the degree, including a master’s degree in elementary education, if approved by the Superintendent or designee. Teachers are required to receive prior approval from Human Resources if they would like to receive compensation for the master’s degree. The master’s degree must be from an accredited college or university.

## Article 1: Recognition

The Board recognizes the Association as the exclusive representative for teachers, described and defined as

“All professional personnel employed by the Board whose official assignment requires a classroom teacher’s license or Indiana Workplace License, including coaches, interventionists, and any teacher on special assignment, but excluding the Superintendent and Assistants, Area Administrators, Directors and Assistants, Supervisors, Principals and Assistants, Guidance Personnel and employees serving as Substitute Teachers. Any teacher who regularly teaches one or more classes shall belong to the teacher bargaining unit with all the rights, benefits, and privileges thereof.”

The Board recognizes the value of services provided by the Association to all teachers, not just members. The Board encourages teachers to become active members, and provides for Association involvement in new teacher orientation and will provide membership and enrollment information with new employee materials.

This recognition shall be continuing until such time as the Board is shown evidence in accordance with I.C. 20-29-5 et seq. and 560 IAC 2-2.1-1 that the Association is no longer the representative of classroom teachers.

## Article 2: Grievance Procedure

- A. A grievance shall be defined as an alleged violation of an express provision of the master contract.
- B. If a potential grievance involves an individual teacher, it shall be discussed informally with the building principal. The teacher may involve the Association's building representative in the discussion at the teacher's option.
- C. If after this discussion, the teacher believes there is a basis for a formal grievance, or if the Association believes there is a basis for a class grievance, the aggrieved party shall file a written grievance with the building principal or Employee Relations Department no later than seven school days after the occurrence that gave rise to the alleged grievance or after the aggrieved party became aware of the occurrence, whichever is later.
- D. Within ten school days of the filing of the grievance, the parties shall meet to review it, gather facts and discuss possible resolution. If the grievance is not resolved, a written answer with copies to all concerned shall be returned within five (5) school days of the meeting. In the event that a meeting is not held, or no answer is given within the time required, the grievance shall advance to the next step.
- E. If the grievance is not resolved at the meeting or by the written answer, or if no answer is given, the aggrieved party may, within twenty school days after the filing of the grievance, file a notice of arbitration with the Joint Communications Committee. The grievance shall be discussed at the next meeting of the Joint Communications Committee. If it is not resolved, either party may request arbitration.
- F. Arbitration is requested by letter, with a copy to the non-requesting party, to the American Arbitration Association requesting that they select an impartial arbitrator and conduct the arbitration proceedings. Both parties agree that the American Arbitration Association shall conduct the arbitration according to its rules. The arbitrator may apply this agreement to the case under consideration but shall have no authority to add to, subtract from or modify the terms of this master contract. If within the terms of his/her authority, the decision of the arbitrator shall be final and binding on the parties. Upon request, the parties shall exchange information reasonably necessary to prepare for any scheduled arbitration, including lists of witnesses and exhibits.
- G. The Joint Communications Committee may, at any time between the informal building level discussion and arbitration, agree to suspend all timelines to gather

information, attempt mediation or otherwise interrupt the process. Any such suspension of timelines shall be documented in writing. Unless suspended, time limits shall be strictly observed.

- H. The Association shall be informed prior to any adjustment. No adjustment shall take place contrary to negotiated policy.
- I. The cost of the American Arbitration Association arbitrator shall be shared equally by the parties.
- J. All grievances initiated prior to the expiration of this contract shall be resolved according to this grievance procedure.
- K. The rules and regulations of the American Arbitration Association shall be followed if expedited arbitration is utilized on any dispute regarding this contract.
- L. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant. The documents, communications and records shall not become part of any file that is utilized in the promotion process nor shall they be used in any recommendation for job replacement.

## Article 3: Absence and Leave

### A. General Provisions

- a. Teachers needing to be absent for reasons set forth in this Article shall notify their principal or designee and specify the category and length of the leave in order that a substitute may be obtained.
- b. A teacher returning from an absence is not guaranteed a return to his/her former position unless required by law. The teacher is guaranteed a position if an open position for which the teacher is qualified exists.
- c. Teachers shall not have any leave days deducted when school is closed by the Superintendent.
- d. All leave must be taken in four or eight hour increments.
- e. Any teacher who is absent from school under a paid absence category of this contract shall not lose pay for hours from the paid category involved if the school(s) is/are closed by the Board and as long as a substitute was not paid for the day.
- f. Fort Wayne Community Schools complies with the provisions of the Family and Medical Leave Act regarding consecutive and intermittent leave. Teachers may be granted intermittent leave and/or a reduced schedule. If intermittent leave and/or a reduced schedule cannot be accommodated due to the needs of the classroom, teachers may remain as contract substitutes until the end of their leave or the end of the semester in which the leave is requested, whichever is later.

### B. Personal Illness

A full-time teacher shall be allowed eighty (80) hours (ten days) each school year with full pay, cumulative to a total of 960 hours (120 days), for personal illness. Benefit hours for less than full-time teachers are pro-rated. For newly hired teachers, cumulative personal illness hours will be transferred from the last school corporation and credited in full at the beginning of the second school year of employment the Fort Wayne Community Schools, but limited to 960 hours maximum. If it becomes necessary to use three consecutive days (24 hours) in a school year because of personal illness, teachers must notify their unit head as FMLA paperwork will need to be sent to the employee.

### C. Family Illness

- a. Twenty four (24) hours (three days) per school year shall be allowed for illness in the teacher's family. Unused family illness hours may be carried over to the next school year and shall accumulate to a maximum of seventy two (72) hours (nine days). If it becomes necessary to use three consecutive days (24 hours) in a school year because of illness in the family, teachers must notify their unit head as FMLA paperwork will need to be sent to the employee.
- b. A teacher who has used all family illness hours shall be allowed to use forty (40) personal illness hours (five days) per school year to accommodate family illness. Teachers must communicate to their principal that these personal illness hours are for family illness, so that Human Resources and Payroll can accurately track leave. Such requests shall be directed to the teacher's building principal or unit head.

### D. Personal Business

Each teacher, according to law, shall be entitled to 16 hours (two days) for the transaction of personal business and for the conducting of personal or civic affairs during each year of employment. Only under exceptional circumstances may a teacher request the use of personal business hours to extend the following holidays:

- Labor Day
- Fall Break
- Thanksgiving
- Winter Break
- Martin Luther King Jr. Day
- Good Friday, or Presidents' Day if Good Friday falls during Spring Break
- Spring Break
- Memorial Day

If teachers would like to use personal business hours to extend these holidays, they must complete a Request for Absence – Certified and Classified from Human Resources. Teachers may not take personal business hours to extend a holiday unless approved by their principal, the Human Resources Department and the Chief of School Leadership.

Any unused personal business hours shall, at the end of each school year, be credited to the teacher's accumulation of personal illness hours

## E. Bereavement

- a. Teachers absent due to a death in their family shall be allowed up to forty (40) hours (five days) for leave time. Such hours shall normally begin immediately following the death, but may be taken within a sixty-day period following the death.
- b. For the purposes of bereavement leave only, family shall be defined as a teacher's:
  - spouse
  - children (including children of whom the teacher has legal guardianship)
  - step-children
  - parent
  - step-parent
  - grandparent
  - grandchild
  - brother/sister
  - step-brother/step-sister
  - parents-in-law
    - brother-in-law/sister-in-law
- c. Twenty four (24) hours (three days) shall be allowed per school year for deaths not included in the definition of family above.
- d. In cases of extenuating circumstances relative to deaths, the teacher through the principal shall refer questions to the Joint Communications Committee.

## F. Court Responsibilities

- a. A teacher called for jury duty will receive regular pay.
- b. A teacher subpoenaed as a witness will receive regular pay for the time involved if the subpoena is for testimony concerning events occurring on the teachers job, except those subpoenaed by the Association in a suit against the Fort Wayne Community Schools.

## G. Pay for National Guard or Reserve Duty

A teacher who is a member of a recognized reserve component of the Armed Forces of the United States or the National Guard shall be entitled to a leave of absence for annual required active duty training.

A teacher shall be paid at the regular rate of pay for a period not to exceed 120 hours (fifteen (15) days) each school year. It shall be the obligation of the teacher to furnish acceptable evidence of training time and payment therefore to the payroll department and to reimburse the District for the amount of payment.

#### H. Pregnancy and Parental Leave

##### a. Childbirth

##### i. Paid leave for childbirth

1. Pregnancy of the teacher and childbirth. Pregnancy of the teacher is considered a period of temporary physical disability entitling teachers to use their accumulated personal illness or personal business hours for paid leave. Additionally, teachers who participate in the Sick Leave Bank may use hours from the Bank if otherwise eligible.
2. Birth of a teacher's child. For the birth of a teacher's child other than by pregnancy of the teacher, twenty-four hours (three days) paid leave shall be available to take immediately following the birth of the child if all family illness and/or personal business hours have been used.

##### b. Adoption

- i. Paid Leave for Adoption. Teachers may use their accumulated personal business hours for paid leave for the adoption of a child by a teacher. Additionally, teachers are eligible for up to forty (40) hours (five days) of paid leave for adoption after they have used their personal business days.

#### I. Association Leave

The Association, through its president, shall be granted 200 hours (25 days) of paid leave each school year to be used for Association activities.

#### J. Paid Professional Leave

- a. Whenever the District requires a teacher to attend a professional learning conference or event during the school day, the teacher will be given paid professional leave. Expenses, if any, will be reimbursed in accordance with District policy.
- b. Speech Language Pathologist Certification. Speech Language Pathologists may attend the ASHA State Convention on a two-year rotation with 48 hours (two days) of paid leave in order to satisfy state and federal licensure requirements

## K. Reimbursement for Unused Leave

Teachers may return to the Corporation any unused personal illness, family illness, or personal business hours subject to the following terms:

- a. Reimbursement shall be paid for increments of eight hours, at \$40 per eight hours (1 day).
- b. If at least 190 teachers do not utilize reimbursed leave in the 2019-20 school year, this program of reimbursement for unused leave described in section K will revert back to the previous \$25 per day paid increment for the 2020-21 school year.
- c. Payment shall be made annually in June at the end of each school year.
- d. Teachers who retire in the middle of a school year must return the appropriate form to HR by their last day of employment. They shall be reimbursed for unused hours within one calendar month.
- e. Teachers who are terminated or resign prior to the last day of school are not eligible for reimbursement for unused leave.
- f. The maximum number of hours for which a teacher may seek reimbursement is 120 hours per school year.
- g. Hours reimbursed will not be credited to the maximum accumulation for each category of leave.
- h. Teachers who:
  - i. Provide official retirement notification by February 1;
  - ii. complete the school year; and
  - iii. use five percent (5%) or less of their accumulated benefit days in the retirement yearwill be paid five (5) percent of that teacher's individual base salary to be paid following completion of the school year. Donation of a day to the Sick Bank by a retiring teacher does not constitute the use of that day for purposes of the five (5) percent additional payment. All payments to be paid as wages on the employee's final pay; however, employees may elect to make a lump sum wage deferral to an existing 403(b) account on their final pay by submitting a special election form to Human Resources by the last teacher workday of the school year.

#### L. FWEA President

Upon request by FWEA, the FWEA President shall be released by the School Board from their teaching assignment to carry out the duties of President. FWEA shall pay the President's appropriate salary and the School Board provide the President with insurance, fringe benefits and all other rights equivalent to a full-time teacher provided in the contract. At the conclusion of the term in office, the President shall return to his/her former teaching assignment.

Upon return to a teacher position following any full-time release for the Association President, the base salary of the returning President shall be set at an amount which would include any base pay increases for which the President would have been eligible had the President not been released.

#### M. Sick Bank

The Sick Leave Bank is a program where regular-contract teachers contribute personal illness or business hours to a bank, to use if their individual personal illness and business hours are exhausted and they experience a long-term illness or surgery. Teachers may join the Sick Leave Bank only during an open-enrollment period.

Human Resources shall send the Sick Leave Bank Letter to all teachers reminding them of the Sick Leave Bank policies set forth herein within the first thirty (30) workdays of each school year. The open-enrollment period is defined as two weeks immediately following the date the Sick Bank Letter is sent, or for newly-hired teachers, the teacher's first thirty (30) days of employment. During open-enrollment, every eligible teacher will be given the opportunity to participate in the Sick Leave Bank by contributing eight (8) hours from their sick leave allotment. Only participants in the Bank are eligible for access to Bank hours. Any teacher in need of additional sick leave hours may apply to the Joint Sick Leave Committee for consideration of the request. The criteria that must be met by the teacher applying for Sick Leave Bank hours are:

- a. Teachers must have exhausted all of their personal illness and business hours before they request hours from the Sick Leave Bank;
- b. In order to be eligible to use Sick Leave Bank hours, teachers shall have been absent due to personal illness at least ten (10) consecutive school days immediately prior to the day they request hours from the Sick Leave Bank. If all benefit days have been exhausted, teachers will not be paid until they accumulate ten (10) consecutive school day absences at which time Sick Leave Bank would begin;
- c. The Sick Leave Bank hours requested shall apply to days prior to the date when the teacher's long-term disability insurance could or would commence, and

- d. The Sick Leave Bank hours shall take effect immediately following the exhaustion of the teacher's personal sick leave and personal business providing the above conditions have been met.
- e. Teachers must submit a letter to Human Resources requesting Sick Leave Bank hours along with a medical document from their doctor stating the reason for the request.

The Joint Sick Leave Committee consisting of the Director of Human Resources or designee and the Association President or designee shall administer the Sick Leave Bank.

The Board will provide the Joint Sick Leave Committee with accurate accounting of the number of hours and the names of participating teachers in the Sick Leave Bank as requested by the Joint Sick Leave Committee.

Any hours left over at the end of the school year shall carry over to succeeding years.

Teachers with six or more FWCS contracts will be provided a maximum of 320 hours from the Sick Leave Bank. Teachers with less than six FWCS contracts will be provided a maximum of 160 hours from the Sick Leave Bank.

Temporary and substitute teachers are not regular-contract teachers and are not eligible for participation in the Sick Leave Bank.

## Article 4: Insurance

### A. General Statement

The exact benefits provided and effective dates of group coverage under insurance plans negotiated between the Board and the Association are set forth in policies and individual booklets which become a part of this contract by reference.

### B. Group Health Benefits

- a. A full-time teacher is eligible to receive group health benefits provided by the benefit plans of the Corporation. Those employed as of December 31, 2011 may continue in the current PPO plan (the "Buy-Up Plan"). Those employed after December 31, 2011 may enroll in the corporation's revised PPO plan (the "Core Plan") or in the Corporation's High Deductible Health Plan (the "High Deductible Plan"). The Corporation shall pay 80% of the cost of the Core Plan. The balance of any cost shall be paid by the employee.
- b. Employees and eligible dependents on the Comprehensive Major Medical plan will also have use of the two FWCS Health and Wellness Centers. The clinics offer appointments with a doctor, physician assistant or nurse practitioner for health issues, blood draws, prescription refills and wellness coaching.
- c. In the event two employees are married and both spouses are employed by FWCS and eligible for health benefits, they are ineligible for single plans and must select one employee/spouse or employee/family plan.
- d. An annual open enrollment period will be held each fall based on Affordable Care Act (ACA) requirements.
- e. The child of a teacher who is retired shall be eligible to continue coverage in the Core Plan or High Deductible Plan at his/her own expense through COBRA until said child is ineligible for coverage.
- f. Eligible family members of deceased teachers shall have the option of continuing in the Core Plan or High Deductible Plan at his/her own expense through COBRA until coverage eligibility ends.
- g. The spouse of a retired teacher shall be eligible to continue in the Core Plan at his/her own expense until eligible for Medicare.

- h. Spouses of employees hired after January 1, 2014, who are eligible for health insurance coverage from their own employer are not eligible for Corporation group health benefits.
- i. Any teacher who will have reached fifty-five (55) years of age on or before the employee's retirement date but who will not be eligible on that date for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq., and who will have completed fifteen (15) years of creditable employment with Fort Wayne Community Schools shall be eligible to continue health insurance in the Core Plan or High Deductible Plan without the HSA contribution until eligible for Medicare.

#### C. Group Term Life Insurance

A full-time teacher is eligible to receive convertible term life insurance in an amount equal to two times his/her gross contracted salary with the cost borne by the Board.

#### D. Liability Insurance

The Board shall provide comprehensive general liability insurance for both bodily injury and property damage covering all teachers while performing normal work assignments. The Board purchases automobile liability insurance for all owned, non-owned, and hired vehicles for accidents for which they may become liable.

The Board shall provide liability insurance for any teacher who in the course of his/her employment obligations transports students, including members of athletic teams, in the teacher's private motor vehicle. Such liability coverage shall be secondary to the employee's personal liability coverage.

#### E. Section 125 Flexible Benefit Plan

Section 125 Flexible Benefit Plans will be offered to all bargaining unit members on a yearly basis in compliance with Internal Revenue Service regulations. The Administration shall through payroll deduction assure this option.

#### F. Employee Assistance Program

An Employee Assistance Program will be available to all bargaining unit members and their eligible dependents. This program shall be evaluated annually. Additional information regarding this program is available through Human Resources

#### G. Disability Insurance

A full-time teacher shall receive a long-term disability insurance policy which includes benefits of  $66 \frac{2}{3}$  percent earnings after the later of any accumulated sick leave or 180 calendar days of disability and continuing during disability with such limits as described in the LTD benefit plan document. The Corporation shall pay the premium.

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## Article 5: Retirement

### Savings 401 (a) Annuity Plan

The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.

A retirement match will only be available if included in a Board approved budget. The Board agrees to annually match up to 1.0% of each teacher's indexed salary (the salary listed on the teacher's contract before additional compensation) into each individual's separate 401(a) account, if that individual has deposited an equal amount into his/her own 403(b) account or as excess deposits to his/her TRF account in accordance with their rules and regulations. The Board shall deposit its annual contribution on or before July 10 of each year, based on employee deposits the prior fiscal year (July 1 – June 30). There will be no commingling of accounts and each employee may determine how his/her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.

Each bargaining unit member is immediately vested in these individual 401(a) accounts upon signing his/her 6<sup>th</sup> contract with the Board. Forfeitures will be returned to the Board as an offset to future Board contributions.

TENTATIVE AGREEMENT

## Article 6: Compensation

### A. Compensation Model

#### a. Eligibility for Salary Increases

Only teachers who receive a Final Summative Rating of Highly Effective or Effective from the previous school year and who do not negatively affect student achievement and growth are eligible for salary increases.

Teachers rated Ineffective or Improvement Necessary are not eligible for salary increases and will remain at their current salaries.

#### b. Salary Increase Factors

Increases or increments in a local salary range will be based upon a combination of the following factors from IC 20-28-9-1.5(b):

- i. Education. The first year of possessing a content-area master's degree, as defined above.
- ii. Evaluation. The results of an evaluation conducted under IC 20-28-11.5. The Board employs the System of Support, as defined above, to evaluate teachers.
- iii. Academic Needs. The need for teachers to transition to a new compensation schedule.

#### c. General Provisions

- i. Fort Wayne Community Schools shall make the annual Indiana State Teachers' Retirement Fund contribution of 3 percent for all teachers in the bargaining unit covered by this Master Contract.
- ii. All participants in the High Deductible Health Plan shall be given an HSA contribution, made quarterly and prorated, of a maximum of \$1000 single plan and \$2000 for all other plans for plan years 2019 and 2020.
- iii. The individual teacher is responsible for keeping licenses current and renewed when due, and for securing proper certification of outside teaching experience, military service, and cumulative sick leave for submission to the Human Resources department. Any teacher whose license is not current at the beginning of a school year will be placed on substitute-teacher pay as of the first teacher work day; upon attainment of renewal, regular-teacher pay shall

commence, with no retroactive pay for the period of time when the teacher's license had lapsed. A teacher whose license is not current is not eligible for benefits until his or her license is restored.

## B. Teacher Starting Salaries

- a. 2019-20 School Year:
  - i. Teachers with a Workplace Specialist License or a Bachelor's degree with valid licensure: \$40,078.00.
  - ii. Teachers with a Master's degree and valid licensure: \$40,341.00.
- b. 2020-21 School Year:
  - i. Teachers with a Workplace Specialist License or a Bachelor's degree with valid licensure: \$40,679.00.
  - ii. Teachers with a Master's degree and valid licensure: \$40,946.00.
- c. Teachers new to the District with prior teaching experience shall receive a starting salary comparable, in the opinion of the Superintendent or designee, to current teaching employees with similar experience.
- d. New hires in hard-to-fill positions may receive a salary or other recruiting compensation in an amount determined by the Superintendent or designee, if possible, to incent the hire to stay for at least three years, after consultation with the Association in the Joint Communications Committee.
- e. The Superintendent's discretion to set new hire salaries is limited to the established salary range.

## C. Salary Range

The salary range for all teachers (from the 2017-19 Master Contract) prior to any increases was \$33,250.00 to \$68,050.00.

The salary range for all teachers after transitioning to the 2019-20 Salary Schedule is \$40,078.00 to \$70,891.00.

The salary range for all teachers after transitioning to the 2020-21 Salary Schedule is \$40,679.00 to \$71,496.00.

#### D. Compensation Schedules

a. 2019-20 Transition. This Contract eliminates the Workplace Specialist Schedule of the 2017-19 Master Contract and increases the increments between rows on the Bachelor's and Master's Schedule from \$1,100.00 to \$1,175.00. Increases in teacher salaries that occur in transition to the 2019-20 Compensation Schedule are based on academic needs.

i. Workplace Specialist Teachers. Teachers with a Workplace Specialist License who do not possess bachelor's or master's degrees will transition from the Workplace Specialist Schedule to the Workplace Specialist/Bachelor's Column of the 2019-20 Compensation Schedule. They will be placed on the salary rows that are immediately higher than their current salaries.

ii. Teachers with Bachelor's and Master's Degrees. Teachers who were previously placed on the Bachelor's and Master's Schedule will transition to the 2019-20 Compensation Schedule and will remain on the same row and column.

b. 2019-20 Salary Progression.

i. Advancing Rows. All teachers who satisfy the evaluation factor will advance one row on the Schedule. The increase for advancing a row is \$1,175.00.

ii. Advancing Columns. Teachers on the Workplace Specialist/Bachelor's Column of the 2019-20 Compensation Schedule who satisfy the education factor will advance to the Master's Column in addition to advancing a row. The salary increase for advancing to the Master's Column is \$263.00.

The salary increase for teachers who advance both a column and a row on the 2019-20 Compensation Schedule will total \$1,438.00. That is \$1,175.00 for advancing one row and \$263.00 for advancing a column; evaluation = 82%, education = 18%.

c. 2020-21 Transition. Increases in teacher salaries that occur in transition to the 2020-21 Compensation Schedule are based on academic needs.

i. All teachers who are eligible for salary increases will transition to the 2020-21 Compensation Schedule, remaining on the same row and column. This will result in a \$601.00 increase for teachers on

the Workplace Specialist/Bachelor's column and \$605.00 increase for teachers on the Master's column.

d. 2020-21 Salary Progression.

- i. Advancing Rows. All teachers who satisfy the evaluation factor will advance one row on the Schedule. The increase for advancing a row is \$1,175.00.
- ii. Advancing Columns. Teachers on the Workplace Specialist/Bachelor's Column of the 2019-20 Compensation Schedule who satisfy the education factor will advance to the Master's Column. The salary increase for advancing to the Master's Column is \$267.00.

The salary increase for teachers who advance both a column and a row on the 2020-21 Compensation Schedule will total \$1,442.00. That is \$1,175.00 for advancing one row and \$267.00 for advancing a column; evaluation = 82%, education = 18%.

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. Career Ladder

Additional compensation for teachers through the career ladder is contingent on receipt of federal funding through the United States Department of Education Teacher and School Leader Incentive Program - *PEER: Performance + Equity = Excellent Results!*

Teachers shall have additional opportunities for career advancement by selection to hold the following positions:

- a. Mentor Teacher: \$3,050.00 stipend
- b. Curriculum Collaborators: paid \$45/hour

To receive compensation as a Curriculum Collaborator, teachers must sign a three-year commitment agreement. Pay shall be computed to the nearest fifteen (15) minutes based on the actual time worked.

## G. Complex Schools

Additional compensation for teachers in complex schools is contingent on receipt of federal funding through the United States Department of Education Teacher and School Leader Incentive Program - *PEER: Performance + Equity = Excellent Results!*

### a. List of Complex Schools

The following are hereby designated as complex schools within the FWCS School Districts

#### i. Elementary Schools

1. Abbett
2. Adams
3. Bloomingdale
4. Fairfield
5. Forest Park
6. Northcrest
7. Scott Academy
8. South Wayne
9. Study
10. Washington

#### ii. Middle Schools

1. Kekionga
2. Lakeside
3. Lane
4. Miami
5. Northwood
6. Portage
7. Shawnee

#### iii. High Schools

1. North Side
2. South Side
3. Wayne (Traditional)

### b. Commitment Terms

To receive additional compensation for working at a complex school, teachers must

- i. commit to work at the school;
- ii. work five additional school days per school year, for which they will receive compensation at \$45.00 per hour, computed to the nearest fifteen (15) minutes based on the actual time in attendance (this amount does not reflect a new in-service payment rate);
- iii. work a sufficient number of days per school year such that they are paid for at least 120 days during the school year; and

iv. receive an observation rating of effective or highly effective for each of the years that they worked in the complex school.

c. Commitment Bonus

Full-time teachers placed at complex schools any time during the 2019-20 school year shall receive a one-time \$1,500.00 commitment bonus. Part-time teachers placed at complex schools shall receive a one-time \$750.00 commitment bonus.

d. Retention Bonus

Full-time teachers placed at complex schools are eligible to receive retention bonuses based on the date they begin working at the school, pursuant to the following schedule:

- i. Teachers who begin working during the first semester of the school year shall receive a \$2,000.00 retention bonus. Teachers who begin working in the second semester of the school year shall be eligible for the retention bonus in the next school year.

Part-time teachers placed at complex schools are eligible to receive retention bonuses based on the date they begin working at the school, pursuant to the following schedule:

- ii. Teachers who begin working during the first semester of the school year shall receive a \$1,000.00 retention bonus. Teachers who begin working in the second semester of the school year shall be eligible for the retention bonus in the next school year.

e. Payment of Commitment and Retention Bonuses

The Board will pay these bonuses annually no later than September 30 each year to the teachers who meet the commitment terms as stated herein during the previous school year. Teachers must remain employed as of the date Commitment and Retention Bonuses are paid to receive the bonuses.

H. Dual Credit Certification

Teachers who

- a. are currently teaching or are scheduled by FWCS to teach a dual credit course at FWCS during any school year; and
- b. are required to complete additional coursework to continue or begin teaching a dual credit course at FWCS; and
- c. have not completed the additional coursework that is required to teach the dual credit course prior to the 2018-19 school year; and

- d. complete the additional coursework prior to September 2022

will receive a one-time \$3,500.00 stipend within thirty (30) days of proof of credits received for the completed coursework by submission of a transcript.

I. Pay for Ancillary Duties

- a. Teacher Travel

Any teacher required to travel as a regular practice to two buildings per day, including work-oriented study and community-based teachers, in his/her teaching assignment shall receive an additional \$2,050 per school year. Interdisciplinary Cooperative Education (ICE) Teachers working out of high schools shall receive \$2,050 per school year. Those working out of the Career Center and also teachers traveling to more than two buildings on a regular basis shall be compensated \$3,050 per school year. The amount will be prorated at the rate of one-fifth of the total amount for each day of the week in which the teacher travels. The travel pay shall be paid through payroll. This is the total compensation for the personal use of their vehicle – not in addition to mileage.

Elementary Special Area Liaisons are eligible for mileage reimbursement on travel days consistent with District policy.

- b. Curriculum Development

Any teacher who is contracted for curriculum development work for the Fort Wayne Community Schools either during the school year after normal school hours, or during the summer, shall be paid an hourly rate of \$25.00.

- c. Paid In-Service – Teacher

Presenter Rate:	Teacher's hourly rate (presentation time only plus one hour)
Participant Rate:	\$ 20.00 per hour rate

Pay shall be computed to the nearest fifteen (15) minutes based on the actual time in attendance.

This provision shall not require in-service to be paid, but shall only establish the rate at which paid in-service is compensated.

- d. Non-Supplemental Contract Work

Compensation for non-supplemental contract work and enrichment programs will be \$25.00 per hour.

e. Compensation for Class Coverage  
Pilot Program (beginning October 1, 2019, ending June 30, 2021)

i. Loss of Preparation Time

Teachers will receive compensation when they give up District-designated preparation periods (planning time) for class coverage due to the absence of another teacher.

ii. Splitting Elementary Classes

Elementary teachers will receive additional compensation when principals place additional students in their classes, due to the absence of another teacher. When a principal splits a class of students among two or more teachers, the time tracked to receive additional compensation for class coverage will be divided equally among the covering teachers.

iii. Compensation

Time accumulated during a school year will only be paid in four-hour increments. Teachers will receive \$50.00 per four-hour increment. Time accumulated will round down to the nearest four-hour increment. Any amount of time accumulated during a school year less than four hours will not qualify for reimbursement.

iv. Payment

Compensation for class coverage will be paid in June at the end of the school year. Only teachers who remain employed on the last day of the school year are eligible to receive compensation for accumulated classroom coverage.

v. Pilot

This is a pilot program to begin October 1, 2019, for the 2019-20, 2020-21 school years only.

f. Index Positions

If separate pay is to be divided between two or more individuals, it must be divided into 25% increments. This language illustrates how the below-referenced bargainable wages may be divided. The number of positions was not bargained.

i. High School Compensation

Academic Coach	\$1,375
Assistant Band	\$1,200
Assistant Club Advisor	\$250
Assistant Speech Coach	\$1,700
Assistant Theatre Arts	\$1,700
Club Advisor	\$1,025
Lead Teacher Secondary	\$3,050
Marching Band Director	\$6,000
Publications	\$3,050
Speech	\$4,000*
Student Council Sponsor	\$1,375
Technology Coordinator	\$2,375
Theatre Arts	\$3,750
Vocal Music	\$2,050
Show Choir	\$2,050
Dance	\$2,050

\*The following high school speech coaches will be grandfathered in at \$5,100: Eugene Harding, Aaron Stanley, Felicia Cockrell.

ii. Middle School Compensation

Academic Coach	\$1,375
Cheerleader Coach	\$1,700
Fine Arts	\$1,025
Lead Teacher Secondary	\$3,050
Newspaper Advisor	\$525
Speech Coach	\$700
Technology Coordinator	\$2,375
Year/Memory Book Advisor	\$525
Flexible Positions	\$250
Show Choir	\$2,050

iii. Elementary School Compensation

SST Coordinator	\$2,050
Kindergarten	\$200
Lead Teacher Elementary	\$3,050
Patrol Supervisor	\$1,025
Technology Coordinator	\$2,375
Math Bowl	\$500
Spell Bowl	\$500
Flexible Positions	\$250

iv. High School Coaches	
Head Basketball	\$7,125
Head Football	\$7,125
All other Head Coaches	\$3,750
Assistant Basketball	\$3,575
Assistant Football	\$3,750
Assistant Swim (Dive)	\$3,050
All Other Assistant Coaches	\$3,050
Cheerleader Advisor	\$3,050

v. Middle School Coaches	
Head Coaches	\$3,050
Head Intramural	\$3,050
Assistant Coaches	\$1,700
Assistant Intramural	\$1,700

vi. Elementary School	
Cross Country	\$250
Basketball	\$250
District Lead Cross Country	\$250
District Lead Basketball	\$250

g. Club Advisor

A teacher appointed as a club adviser for any of those organizations listed below shall be compensated by the Board with an additional pay of \$1,025 in excess of base salary:

- i. Skills USA
- ii. DECA (Distribution Education Clubs of America) in High Schools
- iii. Home Economics Related Occupations – HERO
- iv. Health Occupations Student Association – HOSA
- v. Teachers assigned by the unit head to assist the lead club advisor shall be paid \$250 annually.

#### J. Pay for Athletic Events

Teachers who work a particular job outside of the official teacher workday, as determined by the Athletic Director participation in all extracurricular athletic events, outside of the official teacher workday, shall be compensated at the rate of below:

Tournament (per game)	\$25
Reserve or Varsity game	\$25
Reserve and Varsity	\$40
Varsity and Varsity	\$50
Supervisor (in absence of AD)	\$50

Supervisors must be approved by the Athletic Director or the Principal. Pay for athletic event work shall take place each pay day.

#### K. Payroll Deductions

- a. Deductions for school-year teachers for daily absences not covered by provisions listed under Article 16 shall be made at the daily rate as appropriate of the contracted salary.
- b. For teachers that are grandfathered in from 2014, on or before October 10 of each school year, payroll authorizations that are available for deduction of professional dues will be submitted by the Association to the Payroll Department. Professional dues will be deducted in 15 consecutive equal payments and remitted as deducted to the Association. The Payroll Department shall provide an electronic copy to the Association office. Teachers who choose to pay Association dues after October 10 by 15 consecutive equal payroll deductions may have their payroll authorization forms filed with the Payroll Department by the Association. Such deductions shall begin with the next regular pay day after the list from the Association has been turned into the Payroll Department and continue for the next 15 consecutive pay days so long as the cycle is initiated no later than the eleventh pay day on the regular pay schedule.
- c. Professional dues shall not be deducted for any teacher other than those grandfathered in, as stated above, except by mutual agreement as discussed in JCC.
- d. Association dues means the total of the dues for the Fort Wayne Education Association, the Indiana State Teachers Association, and the National Education Association.
- e. If the Association requests that the Board deduct Association dues, they will present the Board with a list of teachers who have signed releases.

- f. Payroll deductions for teachers are limited to the following:
- i. Federal Income Tax
  - ii. State Income Tax
  - iii. FICA (Social Security and Medicare)
  - iv. Optional employee ISTRF Contributions
  - v. Association Dues
  - vi. Group Health Benefits
  - vii. Short term disability carrier
  - viii. Life Insurance
  - ix. Credit Union
  - x. United Way
  - xi. County Tax (if applicable)
  - xii. Association Political Action Contributions
  - xiii. Section 125
  - xiv. Arts United
  - xv. Professional Federal Credit Union
  - xvi. Garnishments
  - xvii. Child Support
  - xviii. Pre-employment expense
  - xix. Critical illness insurance
- g. Teachers may authorize reductions for tax-sheltered annuities quarterly or within 30 days of initial employment.

L. Miscellaneous

- a. Any teacher who incurs expenses for damage or destruction of eyeglasses, braces, or personal items because of the actions of a student or students shall be reimbursed for replacement cost by the Board.
- b. Pursuant to IC 20-28-7.5-8, if a teacher resigns from FWCS to work for another Indiana public school corporation at any time during the school year or less than fourteen (14) days before the day on which the teacher must report for work for FWCS, the Board may decline the teacher's resignation for thirty (30) days from the date written notice was delivered by the teacher to FWCS.

## Article 7: 2003-2004 Severance Benefits

### A. Prior Agreements' Severance Benefits

This Article only applies to teachers who received the Buy Out of severance benefits under the 2003-2004 Agreement.

### B. Vesting Requirements

A teacher becomes vested in the Buy Out benefits of the 2003-2004 Agreement so that there is no forfeiture as follows:

- a. For the VEBA contribution and 50% of the retirement contribution of Section C, ISTRF eligibility plus age 55 and 15 years of service with FWCS.
- b. For the other 50% of the retirement contribution, ISTRF eligibility plus age 50 and 10 years of service with FWCS.

### C. Forfeitures

- a. The accounts of teachers terminating employment prior to meeting vesting requirements shall be re-distributed to participating teachers.
- b. 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 reemployed by the school corporation. However, if the Board approves a leave of absence of an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave. In the case where an employee is RIF'd, his/her account will not be forfeited if said employee is recalled and he/she accepts the recall; provided, however, that the period of leave or RIF may not exceed three (3) years without forfeiture.
- c. VEBA. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection B of this Article, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by initially determining the present value calculations, and shall be determined by the Nyhart Company or its successor. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

- i. Employees who forfeited their VEBA accounts in the same year;
- ii. Employees who previously forfeited their VEBA accounts; and
- iii. Employees who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty-nine (59), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

- d. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection B of this Article, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall not be returned to the school corporation. Instead, forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations and shall be determined by the Nyhart Company or its successor. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

- i. Employees who forfeited their 401(a) plan accounts in the same year;
- ii. Employees who previously forfeited their 401(a) plan accounts; and
- iii. Employees who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, 401(a) plan accounts of employees who have attained the age of fifty-nine (59), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

- e. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the Administration of the 401(a) plan and investment fees shall be paid from the plan assets.

#### D. Future Adjustments

The parties agree that this Section, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as

otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Section shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

TENTATIVE AGREEMENT - DRAFT

## Article 8: Effect and Term of Master Contract

### A. Effect of Master Contract

- a. The Board and Association agree that the terms and conditions set forth in this contract represent the understanding and commitment between them for the duration of this Contract. Only with the mutual consent of both parties can the negotiation process be reopened to alter or change this Contract during its duration.
- b. Any contract between the Board and an individual bargaining unit member shall be expressly subject to the terms and conditions of this Contract.
- c. Should any Article or portion thereof be declared illegal by a court of competent jurisdiction or be in conflict with any state or federal statute or regulation that has the effect of statute, such Article or portion thereof shall be deleted from the Contract to the extent it violates the law, but the remainder of the Contract shall remain in full force and effect.
- d. This Contract shall supersede any policies or procedures of the Board which shall be contrary to or inconsistent with its terms.
- e. Nothing of this contract abrogates the rights of the individual under existing laws.
- f. By entering into this contract, all prior agreements of any nature whatsoever are hereby terminated and are of no force or effect, the parties having had the right to present any and all issues in bargaining prior to this agreement.

### B. Term of Master Contract

- a. This Contract shall be effective on July 1, 2019, and shall continue in effect through June 30, 2021.
- b. This Contract is made and entered into at Fort Wayne, Indiana, County of Allen, State of Indiana, by and between the Board of School Trustees of the Fort Wayne Community Schools and the Fort Wayne Education Association, Inc. This Contract is so attested to by the parties whose presidents', secretaries', and designated members' signatures follow.

APPENDIX A - Salary Schedule

	<b>2018-19 Bachelors</b>	<b>2018-19 Masters</b>		<b>2019-20 Bachelors</b>	<b>2019-20 Masters</b>		<b>2020-21 Bachelors</b>	<b>2020-21 Masters</b>
A	39,100			40,078	40,341		40,679	40,946
B	40,200			41,253	41,516		41,854	42,121
C	41,300	41,650		42,428	42,691		43,029	43,296
D	42,400	42,750		43,603	43,866		44,204	44,471
E	43,500	43,850		44,778	45,041		45,379	45,646
F	44,600	44,950		45,953	46,216		46,554	46,821
G	45,700	46,050		47,128	47,391		47,729	47,996
H	46,800	47,150		48,303	48,566		48,904	49,171
I	47,900	48,250		49,478	49,741		50,079	50,346
J	49,000	49,350		50,653	50,916		51,254	51,521
K	50,100	50,450		51,828	52,091		52,429	52,696
L	51,200	51,550		53,003	53,266		53,604	53,871
M	52,300	52,650		54,178	54,441		54,779	55,046
N	53,400	53,750		55,353	55,616		55,954	56,221
O	54,500	54,850		56,528	56,791		57,129	57,396
P	55,600	55,950		57,703	57,966		58,304	58,571
Q	56,700	57,050		58,878	59,141		59,479	59,746
R	57,800	58,150		60,053	60,316		60,654	60,921
S	58,900	59,250		61,228	61,491		61,829	62,096
T	60,000	60,350		62,403	62,666		63,004	63,271
U		61,450			63,841			64,446
V		62,550			65,016			65,621
W		63,650			66,191			66,796
X		64,750			67,366			67,971
Y		65,850			68,541			69,146
Z		66,950			69,716			70,321
AA		68,050			70,891			71,496

Fort Wayne Education Association, Inc.

Board of School Trustees of Fort Wayne  
Community Schools

By: \_\_\_\_\_  
Sandra Vohs  
Its President

By: \_\_\_\_\_  
Julie Hollingsworth  
Its President

By: \_\_\_\_\_  
Shannon Fisher  
Its 1<sup>st</sup> Vice President

By: \_\_\_\_\_  
Anne Duff  
Its Secretary

By: \_\_\_\_\_  
Mark Swain  
Negotiations Liaison

By: \_\_\_\_\_  
Wendy Robinson  
Superintendent

By: \_\_\_\_\_  
Charles Cammack, Jr.  
Spokesperson  
Negotiation Committee

By: \_\_\_\_\_  
David Amen  
Spokesperson  
Negotiation Committee

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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