

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, Suite 100  
Fort Wayne, IN 46805  
an Affiliate of the Indiana State Teachers Association  
and the National Education Association

July 1, 2015 – June 30, 2017

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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 negotiations between the Board and its representatives and the Association and its representatives.

## 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 basic contract 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. The term "length of service," when used in this contract, shall mean the teacher's continuous period of employment under a regular teacher's contract in the Fort Wayne Community Schools as a member of the bargaining unit, including approved leaves of absence, layoffs, and services in administrative intern positions. The length of service shall commence to accumulate the date the Board approved the teacher contract or the date the teacher began to teach under a regular contract, whichever is earlier. If more than one teacher commenced service on the same date, the date of the first contract signed commencing continuous service shall be the date used for beginning the teacher's service. In the event that a tie-breaker is required, the sum of the last four digits of the teachers' social security numbers will be used, with the higher sum being the more senior. Should this still result in a tie, lots shall be drawn.

## Article 1: Recognition

- A. The Board recognizes the Association as the sole and exclusive bargaining agent for the classroom teachers. The term "classroom teachers," hereinafter called "teachers," is defined as meaning all professional personnel employed by the Board whose official assignment requires a classroom teacher's license or permit issued by the state of Indiana, but specifically excludes Superintendent and Assistants, Area Administrators, Directors and Assistants, Supervisors, Principals and Assistants, Guidance Personnel and employees serving as Substitute Teachers.
- B. 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.
- C. The Board and Association agree that any teacher who regularly teaches one or more classes shall belong to the teacher bargaining unit with all the rights, benefits, and privileges thereof.
- D. The parties agree that coaches, interventionists, and any teacher on special assignment belong to the teacher bargaining unit with all the rights, benefits and privileges thereof.
- E. This recognition shall be continuing until such time as the Board is shown evidence in accordance with the provisions of PL 217 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.



*Article 2: Grievance Procedures (continued)*

- 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. Paid Leave General Provisions

1. A teacher needing to be absent for reasons set forth in this Article as paid leave shall notify the principal or designee and specify the category and the length of the leave in order that a substitute may be obtained.
2. A teacher returning from an absence with permission or a paid leave situation shall sign and submit to the unit head a written statement upon the form prescribed by the Superintendent setting forth the category under which the paid leave or absence with permission should be recorded for payroll purposes.
3. 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.
4. Teachers shall not have any leave days deducted when school is closed by the Superintendent.

### B. Specific Provisions

#### 1. Sick Leave

- a. A full-time teacher shall be allowed 80 hours each school year with full pay, cumulative to a total of 960 hours. Benefit hours for less than full-time teachers are pro-rated. Cumulative sick leave transferred from the last school corporation will be credited in full at the beginning of the second year of employment with the Fort Wayne Community Schools, but limited to 960 hours maximum.
- b. The actual period of temporary physical disability associated with pregnancy and/or childbirth is understood to be an eight-week period made up two weeks prior to projected delivery and six weeks after that date. If all or any portion of the two weeks allotted for the period prior to projected delivery are not used due to an early birth, these days can be added to the six weeks allowed for after projected delivery date. For that period of time, the teacher is eligible if she so desires for sick leave pay:
  - i. If there is a sufficient number of sick leave days accumulated by the teacher, and

- ii. If it is for a day the teacher would be working and receiving pay if she were not disabled. A longer period of disability must be verified in writing by a physician for the teacher to qualify for the additional use of sick leave.
- c. Three days per year shall be allowed for illness in the teacher's immediate family. The term "immediate family" should be interpreted as spouse, children, legal guardian, stepchildren, parent, stepparent, grandparent, grandchild, brother, sister, stepbrother, stepsister, parents-in-law, or a person living in the home as part of the family. These days shall accumulate to a maximum of nine days. Teachers will not be required to specify which family member is ill unless four consecutive days are used for the same family member. If it becomes necessary to use the fourth consecutive day because of illness in the immediate family, a physician's statement may be required.
- d. A teacher who has used all family illness days shall be allowed to use two personal illness days to accommodate family illness. Such requests shall be directed to the building principal or unit head.
- e. Any teacher who is absent from school under a paid absence category of this contract shall not lose pay for a day(s) 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.

## 2. Sick Leave Bank

A sick leave bank shall be established and provided by the school corporation. Teachers may join the bank only during an open enrollment period each year or during the teacher's first 30 workdays of employment. During the first 30 workdays of each school year, every eligible teacher will be given the opportunity to participate in the sick leave bank by contributing one day from the teacher's sick leave allotment. Only participants in the bank would be eligible for access to bank days. 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. All personal sick leave hours and personal business hours shall have been used,
- b. The teacher shall have been absent due to illness at least 15 consecutive school days immediately prior to the day the sick leave bank begins,
- c. The bank hours requested shall apply to days prior to the date when the teacher's long-term disability insurance could or would commence, and

*Article 3: Absence and Paid Leave (continued)*

- d. The 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.

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 bank as requested by the Joint Sick Leave Committee.

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

3. Reimbursement for Unused Sick Leave (Personal/Family) and Personal Business

Teachers may return to the corporation any unused personal sick leave, family illness, and personal business hours (total equivalent to 15 days) for a reimbursement of \$25 per day. Hours returned will not be credited to the maximum accumulation. Returned hours will be paid in a check on the first Friday of the succeeding school year.

Upon redeeming any of the above hours, the teacher will not be able to use more than 120 hours or 15 days from the Sick Leave Bank for the succeeding year.

4. Bereavement

- a. A teacher absent due to a death in the immediate family shall be allowed up to five school days for leave time. Such days shall normally begin immediately following the death, but may be taken within a thirty-day period following the death. The "immediate family" shall be limited to spouse, children, legal guardian, stepchildren, parent, stepparent, grandparent, grandchild, brother, sister, stepbrother, stepsister, parents-in-law, or a person living in the home as part of the family.
- b. Three days shall be allowed per year for death of other members of the family not included in the definition of "immediate family."
- c. In cases of extenuating circumstances relative to deaths, the teacher through the principal, shall refer questions to the Joint Communications Committee.

5. Parental Leave

Up to five days paid leave shall be available to a teacher immediately following the birth or adoption of a child if the teacher is ineligible for paid sick days. These days must follow the date of birth or custody within 180 days, but need not be consecutive.

6. Personal Business

Each teacher, according to law, shall be entitled to two days for the transaction of personal business and for the conducting of personal or civic affairs during each year of employment. Personal business days shall not be requested or used to extend a vacation or holiday. Personal business days may be taken in half-day units. Any unused personal business days shall, at the end of each school year, be credited to the teacher's accumulation of sick leave in accordance with the sick leave policy of the Board.

7. 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 teacher's job, except those subpoenaed by the Association in a suit against the Fort Wayne Community Schools.

8. Absence Due to Compensable Injury or Accident

In case of absence of a teacher who qualifies for benefits under the Indiana Worker's Compensation Act Provisions, the teacher shall be compensated the difference between Worker's Compensation payments and the regular salary for as long as Worker's Compensation payments continue, but not to exceed 120 school days or six calendar months. Sick leave is not used or necessary in a compensable injury or accident situation.

9. Differential 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 15 calendar days each 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.

10. Paid Professional Leave Days

Whenever a teacher is required to attend a professional development conference or event during the school day, the teacher will be given a paid professional leave day. Expenses, if any, will be reimbursed in accordance with district policy.

11. 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 shall 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 classroom 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 would have been eligible had the President not been released.

C. Unpaid Leave General Provisions

1. Application for Leave

A teacher may apply for a leave of absence through Human Resources. Teachers shall be required to use applicable benefit leave hours while taking a leave of absence. Leave of absence will be a rolling twelve months. Example: Employee's first date of absence is March 1, 2011; the leave would end March 1, 2012.

- a. A leave of absence is granted for up to six (6) months or any portion thereof and may be renewed so long as the total leave does not exceed one (1) year. The position will be posted after six (6) months of leave.
- b. In order to return to their former position, the teacher must return to work within six (6) months. After six (6) months, the teacher may apply for open positions through the posting process when ready to return to work.
  - i. Teacher will be considered surplus
  - ii. If the surplus employee applies for positions and is not recommended for a position, the surplus employee will be placed in a position if a position is available in their area of licensure.

After one (1) year, if the teacher does not obtain a position, the teacher would be considered to have resigned. The teacher may request to be considered for a certified substitute position.

- c. A leave of absence generally is not granted for purposes of obtaining other employment. However, a teacher on leave who is not under a physician's care shall not be denied the opportunity to substitute in the school district by reason of the fact that the teacher is on leave.

## 2. Return From Leave

- a. A teacher on leave for reasons other than qualifying Family and Medical Leave who notifies the Human Resources department in writing at least 14 days before the expiration of the leave that the teacher desires to return to active employment shall be returned immediately upon expiration of the leave to a position for which the teacher is qualified. A teacher who fails to notify the Human Resources department prior to expiration of the leave shall be notified of pending termination.
- b. If an employee returns from leave during a time that is not a normal break, such as Christmas break, semester break, spring break, etc., it will be at the discretion of HR with input from the assistant superintendent and unit head if the employee will return to the building. Example: Employee has been out since the first date of school and is released to return February 1. If it is determined it is not in the best interest of the students, the employee will be given a contract as a permanent substitute with benefits until able to return to the classroom. In this case, the employee would return to the classroom at the start of the next school year.
- c. A teacher returning from a leave of absence shall have accrued benefits restored.
- d. If an employee has worked a minimum of 120 days in the current school year and has been approved for a leave for the remainder of the school year, the unit head must complete the summative evaluation. An employee must know their evaluation status when leaving, as this will be the employee's status upon return from leave.

If an employee has worked less than 120 days and has been approved for a leave for the remainder of the school year, then no final summative evaluation will be completed unless the unit head believes he or she has sufficient information to complete the evaluation. When the employee returns from leave, the last evaluation on file will be referenced.

## 3. Family Medical Leave

Fort Wayne Community Schools will follow the provisions of the Family and Medical Leave Act of 1993. In administering the provisions of that Act, a teacher:

*Article 3: Absence and Paid Leave (continued)*

- a. Teachers shall be required to use applicable benefit leave hours while taking a Family Medical Leave.
- b. Shall not lose insurance benefits.
- c. A teacher shall be permitted leave in order to care for a spouse, parent, son, daughter, birth, adoption or placement of a foster child, to care for a newborn child in loco parents, and may be granted intermittent leave and/or reduced schedule. If intermittent leave and/or reduced schedule cannot be accommodated due to the needs of the classroom, the teacher may remain as a contract substitute until the end of the leave or the end of the semester in which the leave falls, whichever is later.
- d. Shall continue to accrue seniority while on leave.

4. Other

Any other reason for leave not specifically enumerated in this Article will be considered for leave of absence based on individual merits.



## Article 4: Insurance and Health

### A. Insurance

1. 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. Health Benefits

#### 1. 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.

Article 4: Insurance and Health (continued)

- 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.

2. 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.

3. Long-term Disability Insurance

A full-time teacher shall receive a long-term disability insurance policy which includes benefits of 66 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.

4. Liability Insurance

- a. 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.
- b. 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.

5. Retirement

Any teacher who is at least 55, meets the requirements of IC 5-10-8-2.6, and who elects to retire after 15 years of service 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.

6. 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.

C. 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.

## Article 5: Severance Benefits

### A. Prior Agreements' Severance Benefits

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

A teacher who has retired or severed employment before the 2003-2004 Agreement shall only be entitled to the benefits contained in the agreement in effect as of the time of his or her retirement.

### 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:

1. 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.
2. For the other 50% of the retirement contribution, ISTRF eligibility plus age 50 and 10 years of service with FWCS.

### C. Forfeitures

1. The accounts of teachers terminating employment prior to meeting vesting requirements shall be re-distributed to participating teachers.
2. 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.
3. 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:

- a. Employees who forfeited their VEBA accounts in the same year;
- b. Employees who previously forfeited their VEBA accounts; and
- c. 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.

4. 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:

- a. Employees who forfeited their 401(a) plan accounts in the same year;
- b. Employees who previously forfeited their 401(a) plan accounts; and
- c. 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.

5. 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.

## Article 6: Retirement Savings 401(a) Annuity Plan

- A. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.
- B. 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.

- C. 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.

## Article 7: Professional Compensation

### A. Compensation Model

#### 1. Definitions

- a. Eligibility for Salary Increase: The FWCS Evaluation system ("FWCS System of Support") assigns all teaching professionals each year one of four ratings:
  - i. Highly Effective;
  - ii. Effective;
  - iii. Improvement Necessary;
  - iv. Ineffective.

Only those teachers who receive a Final Rating of Highly Effective or Effective and who do not negatively affect student achievement and growth are eligible for salary increases.

- b. Final Rating: A teacher's Final Rating consists of the final summative observational score and the application of student data.
- c. Base Salary: The salary of a teacher which continues from year to year absent a change in employment status.
- d. Stipend: A single lump sum payment which does not continue and which does not become part of the Base Salary.
- e. Index: A salary payment included in pay for additional duties, responsibilities or other reasons; an index may be a flat amount or be a percentage of the beginning teacher base.

#### 2. Use of Statutory Factors

- a. Education and Experience: Education and experience as defined by law are not directly used to determine pay increases for teachers.
- b. Evaluation: The FWCS System of Support (the FWCS evaluation system) uses the RISE rubric and student data to place teachers in one of the required four categories, and involves both frequent classroom involvement by observers and ongoing training in the rubric; along with the Academic Needs of Students, it is the primary determinant of Base Salary.
- c. Academic Needs of Students: In order to compete in the marketplace for quality educators, the Plan allows for flexibility in determining base salary for new hires and for hard-to-fill positions. In addition, this Plan provides a salary makeup to base salary for eligible teachers whose salaries were frozen due to changes in Indiana law while new hires were offered a competitive salary in many cases higher

*Article 7: Professional Compensation (continued)*

than similarly existing teaching staff. This makeup is required to minimize loss of teaching staff to other school corporations in order to meet the academic needs of students.

3. General

- a. 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.
- b. 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 2016 and 2017.
- c. 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.

B. Teacher Starting Salaries

Teachers who hold the Occupational Specialist Certificate (I, II, or III) with less than 12 semester hours of approved vocational teacher education course work or equivalent, \$30,000.

Teachers who hold the Occupational Specialist Certificate (I, II, or III) with 12 or more semester hours of approved vocational teacher education course work or equivalent, \$32,500.

Teachers with a bachelor's degree and four years of training and a valid provisional, professional, standard license or equivalent, \$37,000.

Teachers with a master's degree (State Rule No. 34 for those who were qualified prior to June 1, 1947) and a valid provisional, professional, standard license, or equivalent, \$41,000.

Teachers new to the district with prior teaching experience shall receive a starting salary up to a comparable, in the opinion of the Superintendent or designee, to current teaching employees with similar experience.

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.



C. Salary Range

The salary range for teachers other than Occupational Specialists is \$37,000 to \$70,000.

D. Base Salary Increases for 2015-16 and 2016-17

1. 2015-16:  
Move eligible teachers with salaries below the average as of August 18, 2015, for those with comparable experience to the average, with a minimum of 1%; eligible teachers at or above the average, 1%.
2. 2016-17:  
1% for eligible teachers.
3. The eligible teacher must be on active payroll or leave of absence during the bi-weekly pay period when FWCS pays the retroactive increase.
4. This offer is contingent on TIF Funding.

E. Stipend for 2015-16 and 2016-17

FWCS has received a grant known as a "Teacher Incentive Fund" grant, or "TIF" grant, which allows, among other things, stipends to be paid to teachers under certain circumstances. The grant funds stipends as follows:

1. Eligibility: Otherwise eligible teachers must have been paid at least 120 days in the year of the evaluation; and be either in active employment status on the first school day in September in the year of payment or, for school years 2015-16 and 2016-17, have begun drawing Indiana teacher retirement benefits.

Amount:

School Year 2015-16:	Effective: \$2000
	Highly Effective: \$2500
School Year 2016-17:	Effective: \$2000
	Highly Effective: \$2500

2. Contingency: Payment for school years 2015-16 and 2016-17 is contingent upon grant renewal.
3. Form of Payment: All payment under this Agreement will be in the form of lump sum stipends paid within 45 days of finalization of the prior year teacher evaluation process, including student data; the payment is subject to all required taxes and withholding.

F. Total Funding for Compensation Model 2015-17

Funding from all sources, not including benefits or wage related fringes, will be \$13,155,360.

G. Separate Pay

1. All teachers, regardless of assignment, are expected to carry a normal teaching load. Any exceptions must be requested in writing by the principal and approved by the Superintendent.

2. Lead Teachers

a. The district prepares all lead teacher job descriptions. Corporation wide the lead teacher job descriptions shall be provided to the Association and discussion may be requested. Building-level team leader job descriptions shall be provided to the building representative and discussion may be requested. The job descriptions shall be reviewed by the Joint Discussion Committee. A copy of the job description shall be attached to any postings.

b. Middle schools may choose to appoint lead teachers.

Lead teacher assignment pay in middle schools shall be \$3,050.

c. Lead teachers in the senior high schools shall receive additional compensation in excess of their base salary of \$3,050.

One or more lead teachers may be provided for each elementary school.

3. If separate pay is to be divided between two or more individuals, it must be divided into 50% increments. The agreement dividing the separate pay shall be in writing and signed by all parties involved, including the unit head and head position if the position involves an assistant. Copies of the agreement shall be given to the FWCS Human Resources department with a copy to the Joint Communications Committee.

4. Lead teachers in the Vocational and Continuing Education (VACE) program, if appointed, shall receive additional compensation of \$3,050.

5. 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. Cooperative training teachers working out of high schools shall receive \$2,050. 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. 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

6. 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.

7. Driver Education Salary Schedule

Step	Hours of Driver Education taught for FWCS	Proposed Amount
1	0 to 119 hours	\$22.00
2	120 to 249 hours	\$23.00
3	250 to 400 hours	\$24.00
4	401 or more hours	\$25.00

8. Paid In-Service - Teacher Presenter/Participant Conditions

Presenter Rate:	Hourly rate (presentation time only plus one hour)
Participant Rate:	\$ 20.00 per hour rate

Pay shall be computed to the nearest 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.

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

10. Other Additional Compensation - High school compensation areas receiving additional pay shall be the following:

High School Compensation	
Academic Coach	\$1,375
Assistant Band	\$1,200
Assistant Club Advisor	\$250
Assistant Speech Coach	\$2,225
Assistant Theatre Arts	\$1,700
Club Advisor	\$1,025
Intramurals	\$3,050
Lead Teacher Secondary	\$3,050
Marching Band Director	\$4,925

Article 7: Professional Compensation (continued)

High School Compensation (continued)

Orchestra	\$2,050
Publications	\$3,050
Speech	\$5,100
Student Council Sponsor	\$1,375
Technology Coordinator	\$1,375
Theatre Arts	\$3,750
Vocal Music	\$2,050

All City Music

Senior Choir Director	\$2,225
Senior Orchestra Director	\$2,225
Senior Accompanist	\$1,025
Youth Symphony Manager	\$2,225
Coach/Assistant	\$700

11. Other Additional Compensation - Middle school compensation areas receiving an index of the beginning bachelor's salary in excess of the base salary shall be the following:

Middle School Compensation

Academic Coach	\$1,375
Academic Support Staff	\$1,700
Cheerleader Advisor	\$1,025
Fine Arts	\$1,025
Lead Teacher Secondary	\$3,050
Newspaper Advisor	\$525
Speech Coach	\$700
Technology Coordinator	\$1,375
Year/Memory Book Advisor	\$525

All City Music

Middle Choir Director	\$2,225
Middle Orchestra Director	\$2,225
Middle Accompanist	\$1,025
Youth Symphony Manager	\$2,225
Coach/Assistant	\$700

12. Coaches shall receive an additional index of the beginning bachelor's salary as follows:

a. High School Coaches

High School Compensation	
Head Basketball	\$7,125
Head Football	\$7,125
All other Head Coaches	\$3,750
Assistant Basketball	\$3,575
Assistant Football	\$3,750
All other Assistant Coaches	\$3,050

b. Middle School Coaches

Middle School Compensation	
Head Coaches	\$3,050
Head Intramural	\$3,050
Intramural Co-Director	\$2,375
Assistant Coaches	\$1,700
Assistant Intramural	\$1,700

13. Elementary school compensation areas receiving an additional pay in excess of the base salary shall be the following:

Elementary Compensation	
SST Coordinator	\$2,050
Kindergarten	\$200
Lead Teacher Elementary	\$1,375
Magnet Extracurricular Leader	\$1,100
Patrol Supervisor	\$1,025
Technology Coordinator	\$1,375

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

14. 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:

a. Skills USA

b. Business Professionals of America - BPA

Article 7: Professional Compensation (continued)

This provision shall apply to PBA and DECA clubs (Distributive Education Clubs of America) in the high schools.

- c. Home Economics Related Occupations – HERO
- d. Health Occupations Student Association - HOSA
- e. Future Farmers of America - FFA
- f. Teachers assigned by the unit head to assist the lead club advisor shall be paid \$250 annually.

H. Pay for Athletic Events

1. Middle and high school teacher participation in all extracurricular athletic events, outside of the official teacher workday, shall be compensated at the rate of below:

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

2. Teachers working at senior high school athletic events will not be paid under this provision of the master contract for the following events:
  - a. All IHSAA-sponsored tournaments and meets which are part of a state championship series for which teacher workers are paid from gate receipts.
  - b. The Summit Athletic Conference Holiday Basketball Tournaments for boys and girls for which teachers are paid from gate receipts.
  - c. Any other SAC Tournaments involving all member schools for which workers are paid from gate receipts.
3. Pay for athletic event work shall take place each pay day..

I. Payroll Disbursement

1. Pay during the school year may be on a school year basis or yearly basis at the teacher's choice. Designation or changes in pay basis must be made no later than three (3) weeks prior to the first compensable day of each school year.
2. Payments will be on a bi-weekly basis.
3. Personnel who terminate employment prior to the last day of school will have their pay recomputed on a daily-rate basis from the first day of employment in the current school

year to the date of termination of employment, and settlement of the amount owed or due will be made on the last pay.

J. Payroll Deductions

1. Deductions for school-year personnel for daily absences not covered by provisions listed under Article 16 shall be made at the daily rate as appropriate of the contracted salary.
2. On or before October 10 of each 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 forms have 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. After January 1, the Payroll Department shall deduct all unpaid Association dues from the remaining paycheck(s) of teachers who retire early, resign, go on leave of absence, or are terminated so long as the Payroll Deduction Form in effect provides for such deductibility.
3. Association dues means the total of the dues for the Fort Wayne Education Association, the Indiana State Teachers Association, and the National Education Association.
4. Signed payroll deduction authorization forms for Association dues shall be retained by the Board for deductions in subsequent years. Such professional dues deductions for the Association shall be made for those teachers remaining in the employ of the Board unless notified in writing by the Association on or before October 10 of each year. Additionally, any adjustment in the Association dues total in subsequent years for teachers having already signed the designated form will be supplied by the Association on or before October 10 of each year.
5. Payroll deductions for teachers are limited to the following:
  - a. Federal Income Tax
  - b. State Income Tax
  - c. Social Security Tax

*Article 7: Professional Compensation (continued)*

- d. Optional employee ISTRF Contributions
  - e. *Association Dues*
  - f. Group Health Benefits
  - g. Short term disability carrier
  - h. Life Insurance
  - i. Credit Union
  - j. United Way
  - k. County Tax (if applicable)
  - l. Association Political Action Contributions
  - m. Section 125
  - n. Arts United
  - o. Professional Federal Credit Union
  - p. Garnishments
  - q. Child Support
  - r. Pre-employment expense
  - s. Critical illness insurance
6. Teachers may authorize reductions for tax-sheltered annuities quarterly or within 30 days of initial employment.

**K. Miscellaneous**

1. No teacher shall suffer loss of salary or reduction of leave if the teacher is absent to appear before judicial body or legal authority in an action resulting from student disciplinary situations.
2. 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.



3. Teachers providing official retirement notification by February 1 and completing the school year will be paid two percent (2%) of that teacher's individual base salary, if and only if the retiring teacher uses five percent (5%) or less of that teacher's accumulated benefit days in the retirement year, 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 two percent (2%) 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 June 1<sup>st</sup>.

L. Joint Committees

A joint committee will be established to review additional position (index) pay, including National Board Certification in addition to existing or proposed contract positions, and report to the bargaining teams for a reopener of this Master Contract for 2016-17 limited to additional position (index) pay.

## Article 8: Effect and Term of Master Contract

### A. Effect of Master Contract

1. The Administration 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.
2. Any contract between the Board and an individual bargaining unit member shall be expressly subject to the terms and conditions of this contract.
3. 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.
4. This contract shall supersede any rules, regulations, policies, or practices of the Administration which shall be contrary to or inconsistent with its terms.
5. 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.

The subject of any prior agreement may be brought to the Joint Communications Committee.

6. Nothing of this contract abrogates the rights of the individual under existing laws. Individual teachers may present views, requests and complaints, or recommendations to the Superintendent or representatives.

### B. Term of Master Contract

1. This Contract shall be effective on July 1, 2015, and shall continue in effect through June 30, 2017. Provided, however, that the Separate Pay provisions of paragraph G of Article 7 shall reopen for bargaining June 30, 2016.
2. 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.

Fort Wayne Education Association, Inc.

By: Julia Hyndman  
Julie Hyndman  
Its President

By: Marlena Mulligan  
Marlena Mulligan  
Its 1<sup>st</sup> Vice President

By: Carissa Lahrman  
Carissa Lahrman  
Negotiations Liaison

Board of School Trustees of Fort Wayne  
Community Schools

By: Mark GiaQuinta  
Mark GiaQuinta  
Its President

By: Steve Corona  
Steve Corona  
Its Secretary

By: Wendy Robinson  
Wendy Robinson  
Superintendent

Charles L. Cammack, Jr.  
Charles Cammack, Jr.  
Co-Spokesperson  
Negotiation Committee

William Sweet  
William Sweet  
Co-Spokesperson  
Negotiation Committee

Dated this 29<sup>th</sup> day of September, 2015.

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