

Master Contract

BETWEEN

THE BOARD OF SCHOOL TRUSTEES

of the

WESTFIELD WASHINGTON SCHOOLS

and the

WESTFIELD CLASSROOM TEACHERS ASSOCIATION

an affiliate of the

INDIANA STATE TEACHERS ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

2025-2026

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*This Table of Contents is included as an item of information only and shall not be construed in any aspect or manner as a part of this Contract, nor was this Table of Contents bargained between the Board and the Association.

ARTICLE I RECOGNITION

The Board recognizes the Westfield Classroom Teachers Association as the exclusive representative of certificated school employees in the following bargaining unit:

All certificated school employees, as defined in Public Law 217, in the Westfield Washington Schools, except for persons occupying the following positions:

Superintendent, Assistant Superintendent(s), District Executive Director(s), District Director(s), Principal(s), Assistant Principal(s), Dean(s), Athletic Director(s), Assistant Athletic Director(s) (non-teaching), School Psychologist, Support Staff, Substitute Teachers, Instructional Assistants, and Guidance Personnel.

ARTICLE II DEFINITIONS

As used in this Contract unless otherwise stipulated:

- A. "Board" means the Board of School Trustees of Westfield Washington Schools and any person(s) authorized to act for said body in dealing with its employees.
- B. "Schools" means the Westfield Washington Schools of the County of Hamilton of the State of Indiana.
- C. "Certificated School Employees", "Bargaining Unit Member(s)", and "Teacher(s)" mean the certificated personnel employed by the Board in the bargaining unit as defined in Article I of this Contract. This also includes Speech Language Pathologists.
- D. "Association" means the Westfield Classroom Teachers Association, which has been recognized as the exclusive representative of the certificated school employees, or the person or persons authorized to act on behalf of such representative.
- E. "Substitute Teacher" means a person hired to replace a certificated teacher or bargaining unit member for a period of fewer than 15 consecutive work days.
- F. "Job Sharing" means two teachers or bargaining unit members sharing one full-time position on a prorated basis such as, but not limited to, 50/50, 60/40, or one trimester each. Job sharers shall not be deemed part-time employees.
- G. "Temporary Teacher" means a replacement teacher or bargaining unit member for sixteen (16) days or more in any given school year.
- H. "Full-time Teacher" means a teacher or bargaining unit member who teaches three (3) or more high school periods or, at other levels, teaches 50% or more of the student day.
- I. "Part-time Teacher" means a teacher or bargaining unit member who teaches less than a full day of school.

ARTICLE III COMPENSATION

Section 1 Basic Salaries

- A. Salary. The basic salaries of full-time bargaining unit members covered by this agreement are set forth in Appendix I which is attached to and incorporated in this Agreement. Such salary table will remain in effect during the term of this contract. No employee shall be paid in excess of credit authorized by this salary table.
- B. Daily Rate. A bargaining unit member's daily rate shall be determined by dividing the teacher's Regular Teacher's Contract Salary by the number of bargaining unit member contract days in the Regular Teacher's Contract.
- C. Hourly Rate. A bargaining unit member's hourly rate shall be determined by dividing the daily rate by the number of hours in the Regular Teacher's Contract.
- D. Partial Salary Computation. In instances where a bargaining unit member works part of the school day, the salary for that bargaining unit member will be computed by multiplying the full-time salary by the percentage of the work day that the teacher is employed.
 - a. A bargaining unit member teaching 50% or more of the instructional minutes per day at their building will be paid for the amount of prep time corresponding to their building schedule.
- E. Changes. As changes occur, the calculation of the portion of the salary will be adjusted to reflect changes in the number of days or hours.

Section 2 New Hire Placement

- A. Newly Employed Teachers. Bargaining unit members hired after ratification of this agreement will be placed on the salary schedule using Appendix 1 to identify the appropriate level of creditable experience.
- B. Teachers Returning from Additional Teaching Background Leave. Upon return from such leave, the teacher shall not be granted teaching experience credit for the time of their leave.
- C. Teachers Returning from Military Leave. Upon return from military leave, a bargaining unit member shall be placed on the salary table at the level that the bargaining unit member would have achieved had they remained actively employed in the Schools during the period of absence, not to exceed a maximum of four (4) years. A year shall be defined as at least eight (8) months of military service or a combination of military service and teaching experience occurring between the dates of July 1 and June 30.
- D. Cooperative Teachers. Educators employed by a cooperative in which Westfield Washington Schools are partnered who transfer to Westfield Washington Schools shall receive full credit for all previous consecutive years that they were employed as educators in the cooperative. Only time prior to a break in service with the cooperative or time prior to employment with the cooperative shall be subjected to Appendix I-B.
- E. Temporary Teachers. Effective January 1, 2026, temporary teachers will be placed on the salary schedule level corresponding with the teacher's education and year of experience but not to exceed BS(5) or MS(5).
- F. Speech Language Pathologists. Speech Language Pathologists with clinical experience will receive one (1) year of creditable teaching experience for every calendar year, previous to their employment with the school corporation, during which they worked at least one-hundred-twenty (120) days as a clinician.

Section 3 2025-2026 Compensation Plan

- A. Salary Range. At the beginning of the 2024-2025 school year, the salaries of returning full time teachers were between \$46,000-\$98,752.26 prior to any increases negotiated in this agreement. After ratification, full-time teachers will be making \$46,000-\$98,752.26 for the 2025-2026 school year.
- B. The compensation model will be used to determine individual bargaining unit member increases in salary within the salary range.
- C. Compensation Model.
 - a. The salary increase for academic needs is a differentiated salary increase under IC 20-28-9-1.5(c)(2), between \$1,242 and \$2,596.21 and academic needs of Students is defined as the need to retain all eligible bargaining unit members to assure educational continuity for the Corporation's students.
 - b. Assignment of Instructional Leadership Roles-Bargaining unit members who submit an updated teaching license showing the Literacy Endorsement will receive an additional base salary of \$150.
- D. Stipends
 - a. Bargaining Unit members who were placed on MS (27) on the salary schedule in the 2024-2025 school year will receive a \$1,000 stipend for the 2025-2026.

Section 4 Temporary Teacher Compensation

- A. Temporary teachers shall be paid their daily rate in accordance with their placement on the negotiated salary table per Appendix I but shall not exceed BS(5) or MS(5).
 - a. Effective January 1, 2026, temporary teachers working one-hundred-twenty (120) days or more will be eligible for benefits corresponding with those of a full-time teacher.

Section 5 Compensation for Travel Between Buildings

Bargaining unit members who are required by the Administration to use their personal automobile in the course of their work to travel between buildings on authorized business of the school corporation will be compensated.

Section 6 Professional Development

Certificated teachers instructing a summer professional development class will be paid the summer activity hourly stipend (80% of the BS level 0 hourly salary rate for the school year just ended) for each hour of preparation agreed upon between the bargaining unit member and administration. In addition, the bargaining unit member will be compensated at their hourly rate for each hour taught.

Section 7 Summer School Contract

Teachers teaching summer school will be paid their hourly rate.

Section 8 Unemployment

- A. A bargaining unit member dismissed because of a reduction in force shall be partially reimbursed for loss of job payment for seventy-five percent (75%) of accumulated sick leave. All payments are to be paid in two (2) equal payments (one in September and the other in January). If the bargaining unit member has taken another teaching position or another position with comparable pay on or before the date of the payment, then no payment will be made.

- B. Any bargaining unit member who is laid off shall be offered daily substitute positions according to seniority at the rate approved by the Board to pay certificated substitute teachers.

Section 9 New Teacher Orientation

Compensation shall be paid as a stipend of 40% of the daily rate for a teacher at the BS level 0 salary.

Section 10 Special Summer Employment

Bargaining unit members who engage in summer employment activities will be compensated at 80% of the BS Level 0 hourly salary rate for the school year just ended. No bargaining unit member will be required to participate in these activities.

Section 11 National Board for Professional Teaching Standards (NBPTS) Certification

Within thirty (30) work days of a bargaining unit member presenting documented evidence of having attained NBPTS certification, the Board shall pay the bargaining unit member \$1,000 per year for the 2025-2026 contract year.

Section 12 Advanced Degrees

Employees who receive an advanced degree beyond a Masters will receive a stipend of \$2,000.

Section 13 Extra-curricular Activity Pay

- A. Employees who perform extra duty assignments shall be compensated as set forth in Appendix II, Extra-curricular Pay Schedule, which is attached to and incorporated in this contract.
- B. The Association agrees that the Board has authority to establish new positions of an extracurricular or extra duty nature during the term of this agreement and to recommend the rate of pay for the position. The Board recognizes a responsibility to formally discuss the addition of newly created positions and recommend rate of pay per I.C. 20-29-6-7(4) with the Association prior to establishing the positions or hiring personnel, as well as observe the right of the Association to subsequently negotiate the rate of pay.

Section 14 Wage Payment Arrangement

A bargaining unit member shall be paid in twenty-four(24) equal installments, two times a month, scheduled by direct deposit. Any bargaining unit member may opt out of the wage payment agreement at the start of the school year by notifying the payroll department by August 1.

A bargaining unit member separating from employment with the corporation during a school year shall receive all earned and unpaid wages no later than the next regular pay date. A bargaining unit member separating from employment after the last bargaining unit member work day may elect to receive all earned and unpaid wages either in a lump sum on the next regular pay date or in accordance with the remainder of the wage payment arrangement.

The 2025-2026 pay dates are August 20, 2025; September 5, 2025; September 19, 2025; October 3, 2025; October 20, 2025; November 5, 2025; November 20, 2025; December 5, 2025; December 19, 2025; January 5, 2026; January 20, 2026; February 5, 2026; February 20, 2026; March 5, 2026; March 20, 2026; April 3, 2026; April 20, 2026; May 5, 2026; May 20, 2026; June 5, 2026; June 19, 2026; July 3, 2026; July 20, 2026; August 5, 2026.

Any retro pay for 2025-2026 school year will be paid in a lump sum prior to January 30, 2026.

Section 15 Non-instructional Supervisory Activity Pay

bargaining unit members who supervise Thursday or Saturday School at Westfield High School or Media Center Extended Hours at Westfield Middle School outside the contracted day throughout the school year will receive compensation of 80% of the BS level 0 hourly salary rate.

Section 16 Background Checks

For any bargaining unit member , excluding first year teachers, the Board shall pay the cost of any and all expanded criminal history background checks and expanded child protection index checks (exception - pre-employment checks) that are required by the School Corporation or per IC 20-26-5-10.

Section 17 Class Coverage Compensation

A bargaining unit member shall be paid 80% of the BS level 0 hourly rate when instructing or supervising a class period for an unfilled daily assignment.

When 9 or fewer students are added to a bargaining unit member's classroom for the day due to an unfilled daily assignment, the bargaining unit member will be paid \$25 for a half-day (4 hours or less) or \$50 for a full-day (more than 4 hours), as applicable.

When 10 or more students are added to a bargaining unit member 's classroom for the day due to an unfilled daily assignment, the bargaining unit member will be paid \$40 for a half-day (4 hours or less) or \$80 for a full-day (more than 4 hours), as applicable.

Section 18 Long Term Coverage

A bargaining unit member assigned to cover the class of a bargaining unit member on a long-term leave will be paid for such coverage at the bargaining unit member's hourly rate.

ARTICLE IV BENEFITS

Section 1 Definitions

As used in this Article:

- A. "Maximum Board Payment" means the maximum amount that the Board will contribute toward health coverage for employees enrolled in the corporation's medical plan.
- B. "Cost per Teacher" means the annual premium less the maximum Board payment.
- C. "PPO Plan" means the coverage schedule listed in the corporation's Medical Plan as the PPO Plan.
- D. "High Deductible Health Plan (HDHP)" means the coverage schedule listed in the corporation's Medical Plan as the HDHP.

Section 2 Medical Insurance Coverage

A. Maximum Board Payment Amount.

- a. Full-time Teacher – PPO. The Board shall pay an amount equal to seventy percent (70%) of the total premium for any category of medical coverage in the PPO plan. At no time will this amount exceed seventy percent (70%) of the cost of the applicable PPO plan category of medical coverage in which a given bargaining unit member is enrolled.
- b. Full-time Teacher – HDHP. The Board shall pay an amount equal to seventy-five percent (75%) of the total premium for any category of medical coverage in the HDHP.

B. Cost per Teacher Amount. Depending on the amount of change in the insurance premium each year and the type of coverage in which the bargaining unit member has chosen to enroll, the cost per bargaining unit member could increase or decrease. In no case shall the cost per bargaining unit member be less than one dollar (\$1.00) per year. The cost per bargaining unit member shall be paid by payroll deduction (or personal check if the amount of pay the bargaining unit member is receiving is insufficient to cover the cost).

C. Dual Employee/Spouse Employment.

Prior to January 1, 2016: In the event that both an enrolling bargaining unit member and spouse are employed as full-time employees as defined for this Article by the School Corporation, the Board shall pay an amount equal to all but one dollar (\$1.00) of the total premium for one of either the family or the employee/spouse medical PPO or HDHP coverage options with the enrolling bargaining unit member paying the difference. In no case will the Board contribution allowance(s) be paid/rebated to individual bargaining unit members.

Effective January 1, 2016: In the event that both an enrolling bargaining unit member and spouse are employed as full-time employees as defined for this Article by the School Corporation, the Board shall pay an amount equal to all but one dollar (\$1.00) of the total premium for one of either the family or the employee/spouse medical HDHP coverage options with the enrolling bargaining unit member paying the difference. The Board shall pay an amount equal to seventy percent (70%) of the total premium for one of either the family or the employee/spouse medical in the PPO plan. At no time will this amount exceed seventy percent (70%) of the cost of the applicable PPO plan category of medical coverage in which a given bargaining unit member is enrolled. In no case will the Board contribution allowance(s) be paid/rebated to individual bargaining unit members.

- D. Premium Establishment. The Insurance Committee shall decide the premium amounts for each category and type of medical coverage. The resulting cost per bargaining unit member shall, if possible, be communicated in writing to each bargaining unit member enrolled in the medical plan at least thirty (30) days before the date on which the premium shall become effective, or otherwise as soon as possible thereafter.
- E. Disability. During the time of disability, the Board will continue to pay the same portion of the insurance as is paid for all other full-time bargaining unit members until government health insurance takes over.

Section 3 Long-term Disability Insurance

The Board will provide each full-time bargaining unit member a long-term disability policy to pay sixty-six and two-thirds percent (66 2/3%) of salary or seven thousand dollars (\$7,000.00) per month, whichever is less. The cost for this coverage will be one dollar (\$1.00) per year per policy per member.

Section 4 Life Insurance

The Board will provide each full-time bargaining unit member a fifty thousand dollar (\$50,000.00) life insurance policy and a fifty thousand dollar (\$50,000.00) ADD policy. The cost for this coverage will be one dollar (\$1.00) per year per policy per member.

Section 5 Section 125

A bargaining unit member may participate in the School's flexible benefits plan, with all Administration fees paid by the Board and all monthly user fees paid by the participating bargaining unit member. The plan shall be solely determined and adopted by the Board under the provisions of Section 125 of the Internal Revenue Service Code. The plan will provide for the following benefits through salary reduction agreements:

- A. The employee share of group insurance premiums;
- B. Medical care reimbursement accounts;
- C. Dependent care assistance accounts; and
- D. Other benefits provided through the plan.

Section 6 Vision Insurance

All bargaining unit members shall be entitled to carry the vision care insurance at the level of coverage determined by the Insurance Committee with the Board paying all but one dollar (\$1.00) of the annual premium for single or family coverage.

Section 7 Dental Insurance

All bargaining unit members shall be entitled to carry the dental care insurance at the level of coverage determined by the Insurance Committee with the Board paying all but one dollar (\$1.00) of the annual premium for single or family coverage.

Section 8 Effective Dates for Insurance Benefits

Medical, dental, and vision insurance benefit coverage shall begin on the first day of the month following the bargaining unit member's payment of their first month's cost of premium. Others shall be as stated in the various insurance plans.

Section 9 Legal Assistance

Threats of Criminal or Civil Action. A bargaining unit member shall report to the Superintendent any threats of criminal or civil action against, arising out of, and in the course

of their employment with the schools. Except in cases where the Board and/or Schools is the adversary party, the Board will select and provide legal counsel to defend a bargaining unit member of the schools in any suit arising out of the performance of his or her duties for, or employment with, the Schools, provided the Board by resolution determines that the action was taken in good faith and shall save the bargaining unit member harmless from any liability, cost, or damage in connection therewith, inclusive, but not limited to the payment of any legal fees, except where the liability, cost, or damage is predicated on, or arises out of, the bad faith of the bargaining unit member, or is a claim or judgment based on their malfeasance in employment.

Section 10 Long-term Care

Enrolled prior to June 30, 2019: The Board shall cover all but one dollar (\$1.00) of the annual cost of a basic long-term care program vended by Unum or such other vendor as the parties might subsequently agree to use.

- A. The employer paid plan shall provide the following or better coverage: Two thousand dollar (\$2,000.00) monthly Skilled Facility benefit; one thousand two hundred dollar (\$1,200.00) monthly Assisted Living Facility benefit; one thousand dollar (\$1,000.00) monthly Professional Home Care benefit; three (3) year duration period; ninety (90) day elimination period; seventy-two thousand dollars (\$72,000.00) lifetime maximum for the base plan; guaranteed issue coverage for employees who are actively at work; level premium locked in at the age coverage begins for a given employee; complete portability allowing the given employee to take the coverage with them at separation from employment for any reason with the same premium pricing then in effect; coverage guaranteed for family members at the same discounted premiums contingent on the family member's proof of good health; and a three (3) year rate guarantee.
- B. Each employee will have the option to enhance the base plan with any or all of the following, provided that the given employee pays the difference in premium for their base plan via payroll deduction:
 - a. Up to eight thousand dollars (\$8,000.00) in monthly benefits, of which up to six thousand dollars (\$6,000.00) comes with the guarantee issue for employees actively at work.
 - b. Up to six (6) year benefit duration.
 - c. Total Home Care (family and friends are paid for providing care at home).
 - d. Five percent (5%) compound inflation protection, uncapped.
- C. In regard to items A. and B. above, the parties acknowledge that changing market conditions could make the specifications set forth exceed the costs for the same estimated at the time the parties agreed to add a Long-term Care (LTC) benefit to this contract. If the Board believes this to be the case, it may notify the Association President in writing that these specifications need to change to better conform to the original estimated costs. At that time, the parties would reconvene bargaining teams to revise the specifications accordingly.

Section 11 Insurance Coverage for FMLA

The Schools' payments in support of insurance programs provided by this Article shall continue during any FMLA leave.

Section 12 Insurance Partnership

- A. The Board and the Association shall form a partnership for the benefit of providing insurance for the Corporation's employees. The partnership shall be comprised of four

- (4) members, two (2) appointed by the Association and two (2) appointed by the Administration. The purpose of the partnership shall be to oversee, manage, and provide guidance on issues relating to insurance coverage, investments, and benefits.
- B. The partnership may make decisions about overall benefits for the insurance committee. They shall also be responsible for suggesting whether a change of carrier is necessary. All decisions of the partnership shall be made by a majority vote of the four (4) members. The partnership shall not, on its own authority, select or change the carrier.
 - C. There shall be established a Medical Appeals Board made up of the members of the partnership.
 - D. If an employee feels aggrieved by the decision of the carrier, or if an employee feels that benefits should be added, they shall make an application to the Medical Appeals Board. If the Medical Appeals Board finds that the insurance plan has been misinterpreted by the carrier, then the Medical Appeals Board shall, by a majority vote, direct the carrier to pay the claim.
 - E. If an employee requests a change in benefits, then the request shall be forwarded for consideration to the partnership. A change of benefit must be approved by the partnership.
 - F. The decision of the choice of carrier shall be referred to the bargaining teams for action. Following approval of a new carrier, the Association and the Board shall conduct a ratification vote.
 - G. Failure by the Association and the Board to adopt a change in carrier shall cause the parties to table the issue until the expiration of the current Master Contract agreement.
 - H. The funds set aside for the provision of insurance shall be used only for that purpose. All funds contributed by the employees and the corporation shall be placed in a separate fund, and only be used for the purpose of providing insurance benefits for the employees. Interest earned on those funds shall be accumulated in the insurance fund. The corporation shall not be allowed to commingle other funds, withdraw, or otherwise expend insurance funds for any purpose other than insurance.
 - I. The Board agrees to provide detailed documents to the members of the partnership. All documents (except those specifically forbidden by federal or state law) related to expenses, benefits, and claims shall be available to the members of the partnership. However, each partnership member must agree that information available to him or her is largely confidential and shall not be shared for the benefit or detriment of any other employee.
 - J. At all times, the management of insurance funds shall be in accordance with Indiana Code.

ARTICLE V PAID LEAVES OF ABSENCE

Section 1 General

Unless otherwise stated, leaves will accrue and may be used in half-hour segments.

Section 2 Paid Time Off

A. Days Earned.

- a. Full-Time Teachers. Fifteen (15) paid time off (PTO) days shall be granted during the contractual year without loss of pay to any bargaining unit member for the transaction of personal business or illness.
- b. For unplanned absences due to illness that are more than four (4) consecutive days, the bargaining unit member shall communicate with the building principal.
- c. For planned absence over four (4) consecutive days, the bargaining unit member shall communicate with the building principal at least one week prior.
- d. Any unused PTO days will accumulate from year to year into an employee's accrued sick days .
 - i. PTO days must be used before bargaining unit members can use accrued sick days.
- e. Part-time Teachers. The provisions of a. above apply to part-time teachers except that the award and use of time will be adjusted proportionately to the percentage of time they are employed.
- f. Temporary Teachers. Temporary teachers employed on a temporary contract shall have all the rights of the Master Contract except that paid leave shall be granted per the formula set forth for part-time teachers.

B. Accrued Sick Days

- a. PTO days not used shall be added to the accrued sick days at the close of the school year up to a total of two hundred (200) days. In those situations where a bargaining unit member begins the school year with an accrued level of two hundred (200) days, the bargaining unit member will be granted his or her full amount of additional days per Section 2 above at the beginning of the school year. In the event a bargaining unit member is given an additional assignment during the same school year, as a temporary teacher, per Sections A.a.; A.f. and A.g. above, the bargaining unit member's unused PTO days would continue to accumulate as sick days.
 - b. When a retired Westfield teacher is rehired by Westfield Washington Schools, they shall not be entitled to any sick leave or PTO days they accrued prior to retirement.
 - c. Transfer of Days Earned. A teacher shall be allowed to transfer all sick leave or PTO days from the previous school corporation at the rate of three (3) sick days per year starting with the second year. Teachers who were previously employed by Westfield Washington Schools and are hired following a break in service with Westfield Washington Schools shall have any remaining accrued leave days reinstated at the same rate.
- C. Medical Certification. When a bargaining unit member returns to work after an extended absence for personal illness (ten {10} consecutive work days or twenty {20} cumulative work days in any sixty {60} day period), the Superintendent may require that the bargaining unit member obtain a statement from the bargaining unit member's physician that they are capable of performing the bargaining unit member's regular

duties and is able to return to work. Where the superintendent has requested such a statement pursuant to this paragraph, failure to supply the statement within five (5) work days of the bargaining unit member's return to duty will require the bargaining unit member to take PTO days, sick days or unpaid leave, whichever is applicable, until such time as the statement is provided.

Should a bargaining unit member who is required to provide a physician's statement incur a cost for this certification that is greater than that which is compensated by the medical insurance company, upon presentation of a valid claim, the Board will reimburse the bargaining unit member for the excess cost.

- D. Summer School. A summer school teacher shall be allowed to use available accrued sick leave days. A sick leave day used during summer school will be the equivalent of one-half (1/2) day of accrued sick leave. Use of the days shall be limited to use at the rate of only one-half (1/2) day of accrued sick leave for each twenty (20) days of teaching in summer school.
- E. Maternity. Following the birth of a child, the bargaining unit member giving birth may remain on leave, either paid or unpaid up to six (6) calendar weeks following the date of the natural birth or up to eight (8) calendar weeks following the cesarean birth without providing a doctor's statement. The six (6) or eight (8) week period begins at the date of the birth. Provided school is in session, and if the employee is then on the unpaid portion, if any, of this leave, this leave shall be concurrent with FMLA leave.
- F. Pregnancy Leave.
 Temporary disability caused by pregnancy shall be governed by the following:
 - a. Any bargaining unit member who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if the necessity for leave is foreseeable based on the expected birth, the bargaining unit member shall provide the Superintendent with no less than thirty (30) days' notice before the date the leave is to begin, except that if the date of birth requires the leave to begin in fewer than thirty (30) days, the bargaining unit member shall provide such notice as is practicable. She shall notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, but not related to the expected date of birth, the bargaining unit member shall be granted a leave, as otherwise provided in this Section, immediately on her request and the certification of the emergency from an attending physician.
 - b. All or part of a leave taken by a bargaining unit member because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available PTO and/or accrued sick days. However, the bargaining unit member is not entitled to take PTO and/or accrued sick days when the bargaining unit member's physician certifies that the bargaining unit member is capable of performing the bargaining unit member's regular teaching duties. The bargaining unit member is entitled to complete the remaining leave without pay.
- G. Where the bargaining unit member has suffered emotional, physical, or mental stress following circumstances/events/occurrences caused by a student, parent, or legal guardian within the scope of employment, the bargaining unit member may take one (1) day of discretionary leave. This day will not be deducted from personal time off days. Approval must come from building administration and Human Resources.

- H. Teacher of Record Release Time. All bargaining unit members who serve as a Special Education Teacher of Record, Speech Language Pathologist, or EL Teacher of Record will be granted 1 day of leave from student supervision duties each grading period to maintain statutory compliance through the completion of IEP documents and coordination of/participation in case conference committees. This day must be communicated in advance with building administration.

Section 3 Sick Leave Bank

- A. Qualifications for Membership. Any bargaining unit member employed at Westfield Washington Schools may join the Sick Leave Bank.
- B. Purpose. The purpose of this Sick Leave Bank is:
- a. To help offset the potential and detrimental financial effect of a member of the Sick Leave Bank having to be absent for non-elective medical purposes without accumulated accrued sick leave sufficient to cover, in whole or in part, the absence; and
 - b. To protect the availability of Sick Leave Bank days to allow for the most equitable and widespread meeting of the first purpose.
- C. Membership.
- a. As a member, a bargaining unit member must contribute one (1) day to the Bank for the first year of membership and two (2) days each for the second and third years of membership. Bargaining Unit Members shall contribute and receive benefits in direct proportion to their contracted employment.
 - b. After the third year, a member of the Sick Leave Bank shall not be asked to contribute any more days unless the bank drops below five hundred (500) accumulated days. Even then, no assessment will ever exceed one (1) day per year, although the Sick Leave Bank Committee may solicit voluntary contributions at any time.
 - c. Bargaining Unit Members who have extra days may contribute up to half of their remaining balance as of June 1, or at the time of separation, whichever comes sooner.
 - d. In cases of a member resigning or retiring from Westfield Washington Schools, all unused PTO and accrued sick days (after retirement payout) will automatically be donated to the Sick Leave Bank upon a bargaining unit member's separation from Westfield Washington Schools.
 - e. A bargaining unit member previously employed by the corporation who is later re-employed by the corporation shall be reinstated as a member of the Sick Leave Bank. They will be reinstated at their previous level.
 - f. All days required for membership must be contributed by October 15 of each school year.
- D. Administration.
- a. The Sick Leave Bank Committee shall be appointed by the Association consisting only of its members. This committee will oversee all of the Sick Leave Bank's operations.
 - b. The Sick Leave Bank Committee shall meet, when necessary, but at least once each school year with a majority required to pass any action. It shall have the responsibility to run the Sick Leave Bank for the best interest of the members and may award days to applicants up to a maximum of forty (40) days per individual or to the point where the disability insurance begins, whichever is lower. The Committee may disallow any claim for cause. The Board is not

responsible for any decision on a claim. No grievance may be filed against the Administration or Board because of a decision of the Committee.

E. Application for Days.

- a. Any member may apply for days from the Bank after their own PTO and accrued sick days have been used.
 - i. Bargaining Unit Members having a balance of forty (40) or greater accrued sick days within the last two (2) years shall, if otherwise qualified, be entitled to use Sick Leave Bank days without first taking any unpaid leave (deduct) days.
 - ii. All other bargaining unit members, if otherwise qualified, will be required to take two (2) unpaid leave (deduct) days to be entitled to use Sick Leave Bank days.
- b. For short-term illnesses, applications may be made when need arises and pay has been deducted. The Member shall be reimbursed by the Corporation according to the action of the Sick Leave Bank Committee.
- c. For long-term illnesses, applications may be made in advance for approval by the Sick Leave Bank Committee in order that missed days would not be deducted from the member's pay.
- d. A doctor's certification is required with the application and would better facilitate action by the Sick Leave Bank Committee.
- e. For a long-term illness, a member of the Sick Leave Bank or a family member of the bargaining unit member must appear before the Sick Leave Bank Committee to present the doctor's certification and the reason for the request.
- f. Regardless of the number of applications, employees owing eighty (80) days may not apply for additional days.

F. Repayment.

- a. Each year that a member draws days from the Sick Leave Bank, the member automatically agrees to repay the Sick Leave Bank at the rate of two (2) days per year, beginning the next school year.
- b. The maximum number of days to be repaid per year, regardless of the number of years in which the member borrowed days, shall be four (4).
- c. This repayment continues until there is either complete repayment or termination of teaching for Westfield Washington Schools.
- d. Regardless of the number of applications, employees owing eighty (80) days may not borrow additional days unless there is an extreme hardship, in which case the Sick Leave Bank Committee, with the concurrence of the Administration, may forgive up to ten (10) days currently owed to enable granting days within this limit.
- e. Upon retirement, all remaining days owed to the Sick Leave Bank will be repaid before the retirement payout is calculated as described in Article VII.

Section 4 Bereavement Leave

1. In case of death(s) of a fiancé, spouse or child (including stillborn or miscarriage), the bargaining unit member shall be provided with ten (10) full working days beyond the death and shall receive full compensation for the leave.
2. In case of death(s) within the immediate family, the bargaining unit member shall be provided with five (5) full working days beyond the death and shall receive full compensation for the leave. "Immediate family" shall be interpreted as sister, brother,

mother, father, mother-in-law, father-in-law, grandparents, grandchildren, and each similar relationship established by the present marriage or upcoming marriage.

3. In case of a death outside of qualified cases above, the bargaining unit member shall be provided with one (1) full working day and shall receive full compensation for the day. This instance of bereavement leave would be granted at most once per year.
4. In the event that a bargaining unit member is named power of attorney; executor or executrix of an estate; or sole surviving family member, the bargaining unit member shall receive up to two (2) paid leave days within the twelve (12) months following the death to conduct the business of the estate.

Section 5 Professional Leave

When proper arrangements have been made with the principal and the approval of the Superintendent has been granted, bargaining unit members may be excused to attend professional meetings, conventions, and like activities which occur during the school year or summer school. The principals may plan for a visiting day in other schools or school systems for their teachers, not to exceed one (1) day per year.

Unless approved by the Board and Superintendent, the schools will not assume an individual bargaining unit member's expenses for the conventions, professional meetings, or visitations. A part or all of a bargaining unit member's expenses will be granted by the Board where that bargaining unit member has been asked to be part of the program and the bargaining unit member does function in that capacity. The bargaining unit member must give a written request to the Superintendent at least ten (10) days prior to attendance at a professional meeting. The Board will pay for the substitute teacher for any bargaining unit member under this Section.

Section 6 Parental Leave

When a bargaining unit member becomes the parent of a newborn child, they are entitled to use ten (10) days of paid Parental Leave within six (6) weeks following the birth of the baby with no loss of other paid leave. Parental Leave does not apply to foster parenting situations. Parental Leave must be used in no less than full day increments.

Section 7 Adoptive Leave

When a bargaining unit member becomes the adoptive parent of a child of any age, they are entitled to use ten (10) days of paid Adoptive Leave with no loss of other leave. Once a bargaining unit member who has adopted a child has exhausted their Adoptive Leave, they may use PTO, then accrued sick days subject to the following conditions:

- A. Additional Adoptive Leave shall not exceed six (6) weeks.
- B. Additional Adoptive Leave shall not exceed the bargaining unit member's accrued sick.
- C. Additional Adoptive Leave must be used by no later than six (6) weeks past the date of adoption.
- D. Additional Adoptive Leave shall run concurrently with any FMLA Leave described in the Teacher Handbook.
- E. Adoptive Leave does not apply to foster parenting situations.
- F. Sick Leave Bank days may not be used for Adoptive Leave purposes.
- G. Adoptive Leave must be used in no less than full day increments.

Section 8 Court Leave

- A. A bargaining unit member called for grand or petit jury duty or subpoenaed to testify before a Legislative or Congressional body shall be paid full salary during the required period of absence from assigned duties by the Board.
- B. A bargaining unit member summoned to testify before a court for reasons directly related to his/her employment as a bargaining unit member in Westfield Washington Schools shall be paid full salary during the required period of absence. Likewise, if the bargaining unit member is assigned by the Corporation to testify in an official capacity on behalf of a private party in connection with a judicial proceeding in which the United States, State or local government, or the Corporation is a party, the bargaining unit member shall receive full salary.
- C. A bargaining unit member summoned to testify regarding an alleged personal violation of the law, or as a witness in a lawsuit, neither of which is related to the bargaining unit member's professional responsibilities, will not be granted Court Leave. The bargaining unit member may use PTO days, if any are available. If no PTO days are available, the bargaining unit member may use accrued sick days to receive pay.
- D. To receive full pay for the duration of Court Leave, the bargaining unit member must remit to the Corporation the per diem amount received from the court or agency, exclusive of mileage, parking reimbursement, and/or meals reimbursement.
- E. During Court Leave, the bargaining unit member shall not suffer loss of insurance entitlement subject to the underwriter's active work regulation.

Section 9 Association Work Leave

Provided it does not interfere with the delivery of professional services by other employees, the Association shall be entitled to the following consideration:

- A. The Association shall be entitled to use up to six (6) paid Association Work Leave days for Association purposes granted or used by the Association President in half or whole day increments with the Association President giving the Superintendent as much advance verbal and written notice as time and circumstances allow.
- B. Additionally, the Association President shall be entitled to use leave during any non-instructional portions of the contract day.
- C. Additional Association Work Leave days may be granted at the discretion of the Superintendent with the understanding that granting any such days for one occasion does not set precedent that would require the Superintendent to grant additional such leave days on another occasion, even when the purpose for requesting the additional leave days is the same.
- D. Paid Association Work Leave days shall not be used for internal or external candidate promotion, shall not interfere with the normal education program, and shall not be used for the express purpose of member solicitation.

Section 10 Worker's Compensation

- A. In the event of a job injury, a bargaining unit member may draw PTO or accrued sick day pay, if available, in lieu of or complementary to Worker's Compensation up to the bargaining unit member's full pay.
- B. Job Injury. If the bargaining unit member's injury was sustained on the school premises as a result of an assault and the injury is determined to be compensable under Worker's Compensation laws, the bargaining unit member will:
 - a. Receive full salary for the first seven (7) school days of absence;

- b. Receive the difference between the daily rate paid through Worker's Compensation and the bargaining unit member's daily salary for a period of fifty-three (53) additional school days of absence.
- c. Not be charged for PTO or accrued sick days for the sixty (60) school days described above;
- d. Obtain validation for the absence from the bargaining unit member's physician. In the event the Worker's Compensation is to be used, it shall be the responsibility of the bargaining unit member to follow all of the established procedures for applying for Worker's Compensation.
- e. Receive time for appearance before a judicial body or legal authority as a result of such assault and will not result in loss of wages or in reduction of accumulated PTO or accrued sick days of the bargaining unit member.

Section 11 Temporary Closing of School

If during the term of a teacher's contract, the school or Schools are closed by order of Westfield Washington Schools, or by order of the health authorities, or if, through no fault of the bargaining unit member, school cannot be held, such bargaining unit member shall receive regular payments during the time that the school or Schools are closed. However, whenever a canceled student instructional day is rescheduled to comply with law, each bargaining unit member shall work on that rescheduled day without additional compensation.

Section 12 Discretionary Leave

Where the bargaining unit member has suffered emotional, physical, or mental stress following circumstances/events/occurrences caused by a student, parent, or legal guardian within the scope of employment may take one (1) day of discretionary leave. This day will not be deducted from personal time off days. Approval must come from building administration and Human Resources.

ARTICLE VI UNPAID LEAVES OF ABSENCE

Section 1 Additional Teaching Background Leave

A leave of absence of up to one (1) year may be granted to any bargaining unit member who has at least one (1) year of teaching experience with Westfield Washington Schools, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign, or military teaching programs, as a full-time participant in the program; or cultural, travel, or work program related to the bargaining unit member's professional responsibilities, provided the bargaining unit member states his or her intention to return to the School Corporation. Upon return from such leave, the bargaining unit member shall not be granted teaching experience credit for the time of their leave.

Section 2 Study Leave

A leave of absence for up to one (1) year may be granted to any bargaining unit member who has at least one (1) year of teaching experience with Westfield Washington Schools, upon application, for the purpose of engaging in study at an accredited college or university.

Section 3 Military Leave

Military leave shall be granted to any bargaining unit member who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a bargaining unit member shall be placed on the salary table at the level that the bargaining unit member would have achieved had they remained actively employed in the Schools during the period of absence, not to exceed a maximum of four (4) years. A year shall be defined as at least eight (8) months of military service or a combination of military service and teaching experience occurring between the dates of July 1 and June 30. The bargaining unit member shall have up to sixty (60) days after release from active duty to notify the Board of his or her intention to return to the Schools. If National Guard or Reserve encampment or a period of active training duties should occur during the school year, the bargaining unit member required to participate shall be granted a temporary leave of absence for periods not to exceed fifteen (15) days in any one (1) calendar year.

Section 4 Adoptive Leave and Parental Leave

Adoptive leave shall be granted for up to a period of one (1) school year, without pay. Parental leave shall be granted for up to one (1) calendar year following the birth of the child, without pay. If the necessity for leave is foreseeable based on the expected birth or placement, the bargaining unit member shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin, except if the date of birth or placement requires the leave to begin in less than thirty (30) days, the bargaining unit member shall provide such notice as is practicable. The period of leave shall commence when the child is physically turned over to the bargaining unit member-parent. The unpaid leaves shall be in addition to paid Parental and Adoptive leaves provided by Article V Sections 7 and 8.

Section 5 Administrative Leave

The Board may, at its discretion grant a leave of absence, without pay or benefits, for a period of up to one (1) year, and/or extend any leave that has been granted to a bargaining unit member.

ARTICLE VII RETIREMENT

Section 1 Indiana State Teachers' Retirement Fund Contributions

In addition to the salary provided in Appendix I-A and extra-curricular pay in Appendix II the School shall pay to the Indiana State Teachers' Retirement Fund (ISTRF) the state-required teacher's contribution (currently 3%). Teachers shall not be entitled to the option of choosing to receive the contributed amount directly instead of having the employer's funds paid directly to the ISTRF on the teacher's behalf.

Section 2 Retirement Payout

- A. A bargaining unit member submitting a letter of retirement effective at the end of the 2025-2026 school year and meeting the criteria listed below will be eligible for a one-time retirement benefit.
- B. Bargaining unit members must meet the following qualifications in order to be eligible for the retirement incentives.
 - a. Must have been continuously employed with the district or HBM Co-Op for at least ten (10) year
 - b. Must be eligible for full TRF benefits
 - Age 55 to 59, if age and service credit total at least 85
 - Age 60 to 64 with at least 15 years of service credit
 - Age 65 or older with at least 10 years of service credit
 - c. Bargaining unit members must finish out the school year in order to be eligible for the incentive.
- C. A bargaining unit member who notifies the district prior to February 1 of their retirement, effective at the end of the current school year, shall be eligible for an accrued sick days buy out at \$100 per day not to exceed \$15,000. A bargaining unit member who notifies the school after February 1 of retirement at the end of the current school year shall be eligible for a PTO day buy out at \$100 per day not to exceed \$10,000. They may elect to take the proceeds from this plan as a cash payment, VEBA contribution, or deposit into a 401(a) account.
- D. Employees who qualify for the Traditional Severance Plan as defined in Appendix IV.
A bargaining unit member employed with the district shall be eligible for the retirement incentive amount equal to the Traditional Severance Plan if they were hired prior to the 2002-2003 year as defined in Appendix IV.
 - a. Sick days remaining after computation of the Traditional Severance Plan (Appendix IV) calculation can be utilized in the retirement calculation in Article VII, Section 2 not to exceed a total payout of \$15,000 if notification of retirement is submitted prior to February 1, and \$10,000 if notification of retirement is submitted after February 1 of a given school year.
- E. Notification of retirement shall be submitted in writing to Human Resources.
- F. Sixty-five percent (65%) of savings accumulated through this incentive will be applied to bargaining unit salary increases.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1 General

- A. This grievance procedure (Procedure) stipulates the conditions under the Procedure by which grievances alleged by certain certificated school employees as defined in this Contract shall be processed. If any grievances arise, there shall be no stoppage or suspension of work because of the grievance, but such grievances shall be submitted to the following grievance Procedure.
- B. Definitions as used in this Procedure.
 - a. "Grievance" means, and shall be limited to, an alleged violation of an express Article or Section of this written Contract, except where the Article or Section is exempt from this Procedure.
 - b. "Superintendent" means the chief administrative officer of the School Corporation, or any person(s) designated by them to act on their behalf in dealing with school employees.
 - c. "Grievant" means the certificated school employee directly affected by the alleged violation making the claim. The Association may file a grievance on behalf of the grievant.
 - d. "Day" means Board assigned duty day of the bargaining unit member which occurs during the term of a bargaining unit member's individual contract provided, however, that at all other times, "day" shall mean week day.
 - e. "Association Representative" means the bargaining unit member designated by the Association to act as its representative.
 - f. "Principal" means the principal of the school in which the aggrieved bargaining unit member is assigned.
 - g. "Immediate Supervisor" means a "supervisor" as the term is defined under Public Law 217, to whom the aggrieved bargaining unit member is directly responsible.

Section 2 Structure

- A. Nothing contained herein shall be construed to prevent any individual bargaining unit member from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Contract, and the Association has been given an opportunity to be present at the adjustment. The Association may file a grievance on behalf of the grievant.
- B. The grievant may be represented by any person(s) of their own choosing at all levels of the Procedure, limited, however, to a total of two (2) representatives.
- C. Either the Board or the grievant shall have the power to invoke the arbitration proceedings under this Procedure.

Section 3 Procedure

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and Board.

- A. Informal Grievance. Within ten (10) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to their principal or the principal's designee by meeting with them individually in an informal manner during non-teaching hours. The grievant may be accompanied by a representative, provided their principal or designee is informed in advance of the grievant's desire to have a representative present. Failure to so meet

and discuss the alleged grievance shall prevent the grievant from filing the alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the principal or principal's designee shall give their answer orally to the grievant.

B. Formal Grievance.

a. Level One

- i. Within five (5) days of the oral answer, or within twelve (12) days after presentation of the grievance at the Informal Level if no oral answer has been rendered, if the grievance is not resolved, it must be filed by the grievant with the principal or principal's designee in writing, signed by the grievant, on the appropriate grievance form. The written grievance shall name the certificated school employee involved, shall state the facts giving rise to the grievance, shall identify by specific reference all express articles or sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of the articles or sections, and shall indicate the specific relief requested.
- ii. Within seven (7) days after receiving the written grievance, the principal or principal's designee shall communicate his or her answer in writing to the grievant.

b. Level Two

- i. In the event that the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided the appeal is filed with the Superintendent within ten (10) days of receipt of the written answer at Level One, or within seventeen (17) days after presentation of the grievance at Formal Level One if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted and a copy, at the same time, shall be given to the principal or designee involved.
- ii. The grievant shall submit the written claim, signed by the grievant, to the Superintendent. Within ten (10) days from the receipt of the grievance, the Superintendent shall render a written decision to the grievant as to the resolution of the grievance. The Superintendent may hold a formal hearing prior to the rendering of the written decision, and an additional five (5) days beyond the ten (10) days shall be allowed if the Superintendent informs the grievant, in writing, that further investigation is necessary.

c. Level Three

- i. In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Three provided the appeal is filed with the Board within ten (10) days of receipt of the written answer at Level Two, or, if no written answer has been rendered by the Superintendent, either within twenty (20) days or within twenty-five (25) days after presentation of the grievance at Level Two, whichever is applicable.
- ii. Within thirty (30) days from receipt of the grievance, the Board shall render its decision at a regular or special meeting of the Board. Such decision shall be communicated to the grievant, in writing, within five (5) days.

d. Level Four

- i. In the event the grievance is not resolved at Level Three, or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to arbitration provided the grievant gives written notice to the Board of the intent within ten (10) days of the Board's decision or, if no decision has been rendered by the Board at Level Three, within forty (40) days of submission of the grievance to the Board, whichever is applicable.
- ii. Upon receipt of the notice of appeal to arbitration, the parties shall jointly request the American Arbitration Association to submit to the parties a panel of arbitrators. From this panel of arbitrators, first the grievant and then the Board shall alternately strike one (1) name until one (1) name remains and that person shall be designated as the selected arbitrator.
- iii. If the selected arbitrator is unable to serve, either:
 - 1. a new list shall be requested, and the process of selection repeated, or
 - 2. the Board and the grievant may mutually agree to number the names of the suggested panel in reverse order of their being struck and appoint the first available preference as the selected arbitrator.
- iv. If requested by the Board, the arbitrator shall first rule on the arbitrability of the grievance. With the ruling by the arbitrator that the grievance is not arbitrable, the grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.
- v. This level is not available for matters dealing with teacher termination.

Section 4 Powers of the Arbitrator

It shall be the function of the arbitrator, and they shall be empowered except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the express articles or sections of this Contract:

- A. The arbitrator shall have no power to add to, subtract from, supplement, disregard, alter, or modify any of the terms of this Contract;
- B. The arbitrator's powers shall be limited to:
 - a. deciding whether the Board, the Association or the grievant has violated the express Article or Section of this Contract, and
 - b. specifying the remedy for the violation;
- C. The arbitrator shall have no power to make any decision which would require the commission of an act inconsistent with or prohibited by law or which is violative of the terms of this Contract;
- D. If the Board elects to separate the arbitrability issue from the merits, the arbitrator shall first hear the arbitrability issue and shall render a decision before considering the merits of the grievance;
- E. The decision of the arbitrator shall be accepted unless either party elects to appeal to a court of competent jurisdiction within twenty (20) days after receipt of the arbitrator's decision; and
- F. Each of the parties shall bear the expense of preparing and presenting its own case in arbitration and/or court. The costs and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear the expenses of its respective witnesses and/or attorneys and other costs for arbitration and/or court.

Section 5 Miscellaneous

- A. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
- B. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
- C. All necessary forms for the Grievance Procedure provided by this Procedure shall be provided by the Superintendent.
- D. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless the time limits are extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or the grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.
- E. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held during non-teaching hours unless otherwise directed by the Board.
- F. No certificated school employee shall use this Procedure to appeal any decision by the Board or Administration if the decision is applicable to a State or Federal Regulatory Commission or Agency.
- G. Certificated school employees shall follow all written and oral directives, even if the directives are allegedly in conflict with this Contract. Compliance with the directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits, nor shall compliance affect the ultimate resolution of the grievance.
- H. The fact that the grievance has been considered by the parties in the preceding levels of this Procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Procedure.

ARTICLE IX TERM OF AGREEMENT AND ATTESTATION

Term of Agreement, Article 1. On the 25th day of September 2025 at 8am, a public hearing as described in IC 20-29-6-1 (b) was held at Westfield Washington School Administration Building.

Term of Agreement, Article 2. On the 3rd day of November at 8am, a public meeting as described in IC 20-29-6-19 was held at Westfield Washington School Administration Building.

During the public hearing held on the 3rd day of November at 8am, governing body members were allowed to participate in the public hearing by means of electronic communication.

The terms and conditions of this agreement shall become effective on July 1, 2025, and shall continue in effect through June 30, 2026 with all issues having been considered and agreed upon.

Therefore, this agreement is made and entered into this 11th day of November 2025 by and between the Board and the Association, as defined herein, and is attested to by the representatives whose signatures appear below. The Board ratified the CBA on November 11, 2025 and the Association ratified the CBA on October 31, 2025, and is attested to by the respective representatives whose signatures appear below.

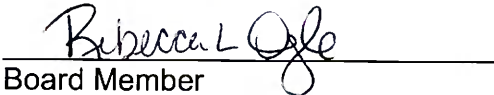
Term of agreement, article 1 is attested to by the Board and Association representatives whose signatures appear below. Term of agreement, article 2 is attested to by the Board representatives whose signatures appear below. Attested on this the 11th day of November 2025.



Board President

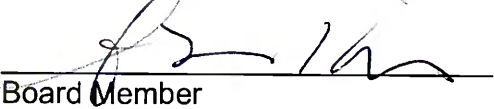


Board Secretary

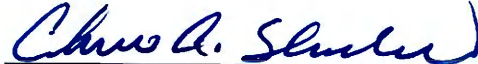


Board Member

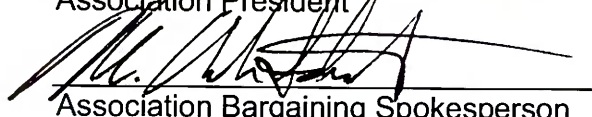
Board Member



Board Member



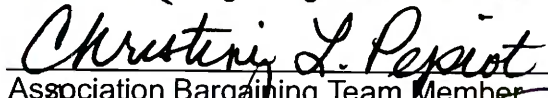
Association President



Association Bargaining Spokesperson



Association Bargaining Team Member



Association Bargaining Team Member



Association Bargaining Team Member

APPENDIX I
2025-2026 Salary Table

Years of Experience	BS Degree	MS Degree
0	\$46,000.00	\$48,100.00
1	\$47,242.00	\$49,398.70
2	\$48,517.53	\$50,732.46
3	\$49,827.51	\$52,102.24
4	\$51,172.85	\$53,509.00
5	\$52,554.52	\$54,953.75
6	\$53,973.49	\$56,437.50
7	\$55,430.77	\$57,961.31
8	\$56,927.40	\$59,526.26
9	\$58,464.44	\$61,133.47
10	\$60,042.98	\$62,784.08
11	\$61,664.14	\$64,479.25
12	\$63,329.08	\$66,220.19
13	\$65,038.96	\$68,008.13
14	\$66,795.01	\$69,844.35
15	\$68,598.48	\$71,730.15
16	\$70,450.64	\$73,666.86
17	\$72,352.81	\$75,655.87
18	\$74,306.33	\$77,698.58
19	\$76,312.60	\$79,796.44
20	\$78,373.04	\$81,950.94
21	\$80,489.11	\$84,163.62
22		\$86,436.03
23		\$88,769.81
24		\$91,166.59
25		\$93,628.09
26		\$96,156.05
27		\$98,752.26

APPENDIX II

EXTRACURRICULAR PAY SCHEDULE - ACADEMIC POSITIONS

The number of extracurricular positions indicated below is for informational purposes only and is not subject to bargaining.

Amt = percentage of \$46,000

Academic Coaches	Qty.	Amt.
HS Academic Coaches	10	8.8%
HS Speech/Debate Coach	1	8.8%
HS Academic Competition Coach	11	2.8%
HS National Honor Society Sponsor	2	7.9%
HS Testing Center Coordinator	4	2.8%
HS Learning Center Coordinator	1	8.8%
MS Learning Center Coordinator	1	7.9%
MS Academic Coach	10	7.9%
MS National Jr. Honor Society Sponsor	3	7.9%
IS Academic Coach	6	7.9%
ES Academic Coach	18	7.9%
Class Sponsor	Qty.	Amt.
HS Senior Class Sponsor	2	4.6%
HS Junior Class Sponsor	2	4.6%
House of Representatives Sponsor	1	4.6%
New Student Ambassador Sponsor	1	2.5%
Department Chair/Team Leader	Qty.	Amt.
HS Department Chair (Content Area Director)	17	8.8%
IS Triad Leader (Community Leaders)	26	1.1%
HS Collaborative Team Leader	29	2.3%
MS Collaborative Team Leader	17	2.3%
MS Interdisciplinary Collaborative Team Leader	10	2.3%
IS Collaborative Team Leader	15	2.3%
ES Collaborative Team Leader	48	2.3%
ELC Collaborative Team Leader	4	2.3%
District Collaborative Team Leader	13	2.3%
District Sped Collaborative Team Leader	6	2.3%
Dramatic Productions	Qty.	Amt.
HS Dramatics Director	1	16.0%
HS Dramatics Assistant Director	2	10.0%
HS Dramatics Vocal Director	1	6.8%
HS Choreographer	4	4.6%
MS Play Drama Director (1 per production)	2	4.6%

Dramatic Productions (continued)	Qty.	Amt.
MS Play Choreographer (1 per production)	2	2.8%
IS Musical Performance Developer	2	2.0%
Entrepreneurship and Innovation	Qty.	Amt.
HS Spirit Shop Sponsor	1	8.8%
Guard/Dance	Qty.	Amt.
HS Guard Instructor (Fall)	1	8.8%
HS Assistant Guard Instructor (Fall)	1	6.5%
HS Guard Instructor (Winter)	1	8.8%
HS Assistant Guard Instructor (Winter)	1	6.5%
HS Dance Team Instructor/Director	1	7.9%
Helping Hands	Qty.	Amt.
Helping Hands Coordinator	6	2.1%
Literary	Qty.	Amt.
HS Yearbook Sponsor	1	7.9%
HS Publications Sponsor	2	4.6%
HS Media Sponsor	3	4.6%
MS Yearbook Sponsor	1	4.6%
MS Newspaper Publications Sponsor	2	4.6%
IS Yearbook Sponsor	1	2.7%
IS Broadcasting	1	4.6%
ES Yearbook Sponsor (1 per school)	6	1.4%
Video Scoreboard Supervisor	2	3.4%
Music, Instrumental	Qty.	Amt.
HS Band Director	1	30.0%
HS Assistant Band Director	1	22.5%
HS Jazz Band Director	1	7.9%
HS Pep Band Director	1	7.9%
HS Assistant Marching Band Director	3	8.8%
HS Assistant Winds Director	3	8.8%
HS Assistant Operations Manager	1	8.8%
HS Band Program Manager	1	8.8%
HS Percussion Instructor (Fall)	1	8.8%
HS Assistant Percussion Instructor (Fall)	1	6.5%
HS Percussion Instructor (Winter)	1	8.8%
HS Assistant Percussion Instructor (Winter)	1	6.5%
MS Band Director	1	7.9%

Music, Instrumental (continued)	Qty.	Amt.
MS Assistant Band Director	1	6.0%
IS/MS Instrumental Group Instructor	5	4.6%
IS Band Director	2	6.0%
IS Instrument Instructor	5	2.0%
Music, Performances	Qty.	Amt.
ES Performance Ensemble	6	4.6%
American Pie Sponsor	3	4.6%
Music, Vocal	Qty.	Amt.
HS Vocal Ensemble Director	1	10.0%
HS Vocal Ensemble Assistant Director	1	6.8%
HS Show Choir Director	1	8.8%
HS Choir Accompanist (1 per trimester)	3	2.0%
MS Vocal Ensemble Director	1	7.9%
MS Choir Accompanist (1 per trimester)	3	1.4%
IS Vocal Ensemble Director	1	6.0%
Professional Development	Qty.	Amt.
HS Building Professional Development Coordinator	4	4.6%
MS Building Professional Development Coordinator	2	3.4%
HS Instructional Coach	3	12.8%
MS Instructional Coach	2	12.8%
IS Instructional Coach	2	12.8%
ES Instructional Coach	6	12.8%
Digital Learning and Assessment Generalist	2	12.8%
Student Council	Qty.	Amt.
HS Student Council Sponsor	3	6.8%
MS Student Council Sponsor	2	2.7%
IS Student Council Sponsor	2	2.7%
ES Student Council Sponsor (1 per school)	6	1.4%
Club	Qty.	Amt.
Level 1 (Meets at least 10 times per year)	*	1.4%
Level 2 (Meets at least 20 times per year)	*	2.1%
Level 3 (Meets at least 30 times per year)	*	2.8%
*Within the following funding levels: HS - \$40,000 MS - \$20,000 IS - \$20,000 ES - \$6,500 (per school)		

APPENDIX III
EXTRACURRICULAR PAY SCHEDULE - ATHLETIC POSITIONS

The number of extracurricular positions indicated below is for informational purposes only and is not subject to bargaining.

Amt = percentage of \$46,000

Baseball	Qty.	Amt.
High School Head	1	17.0%
High School Assistant	5	11.0%
Middle School Head	2	8.8%
Middle School Assistant Assistant	2	6.5%
Basketball	Qty.	Amt.
High School Head	2	24.0%
High School Assistant	8	13.0%
Middle School Head	4	10.0%
Middle School Assistant	4	7.7%
Cheer	Qty.	Amt.
High School Head - Fall	1	12.0%
High School Assistant - Fall	2	10.0%
High School Head - Winter	1	10.0%
High School Assistant - Winter	2	8.3%
Middle School Head	1	11.8%
Middle School Assistant	1	11.4%
Cross Country	Qty.	Amt.
High School Head	3	14.8%
High School Assistant	6	10.0%
Middle School Head	2	8.3%
Middle School Assistant	2	6.1%
Football	Qty.	Amt.
High School Head	1	24.0%
High School Assistant	17	13.0%
Middle School Head	2	10.0%
Middle School Assistant	10	7.9%
Interscholastic Club Sport	Qty.	Amt.
High School Head	1	8.3%
Middle School Head	1	2.4%
Golf	Qty.	Amt.
High School Head	2	12.8%
High School Assistant	4	8.3%

Golf (continued)	Qty.	Amt.
Middle School Head	2	8.3%
Middle School Assistant	2	6.1%
Gymnastics	Qty.	Amt.
High School Head	1	10.0%
High School Assistant	1	8.3%
Lacrosse	Qty.	Amt.
High School Head	2	12.8%
High School Assistant	4	10.0%
Miscellaneous	Qty.	Amt.
High School Strength Coach	1	12.8%
High School Event Supervisor (Fall)	2	1.4%
High School Event Supervisor (Winter)	1	2.8%
High School Event Supervisor (Spring)	2	1.4%
Middle School Event Supervisor (Fall)	2	1.4%
Middle School Event Supervisor (Winter)	3	2.8%
Middle School Event Supervisor (Spring)	2	1.4%
Soccer	Qty.	Amt.
High School Head	2	12.8%
High School Assistant	8	10.0%
Softball	Qty.	Amt.
High School Head	1	17.0%
High School Assistant	5	11.0%
Middle School Head	2	8.8%
Middle School Assistant	2	6.5%
Swimming	Qty.	Amt.
High School Head	2	18.5%
High School Assistant	4	10.0%
Middle School Head	1	8.3%
Middle School Assistant	3	6.1%
Tennis	Qty.	Amt.
High School Head	2	12.8%
High School Assistant	6	8.3%
Middle School Head	2	8.3%
Middle School Assistant	2	6.1%
Track	Qty.	Amt.
High School Head	2	18.5%

Track (continued)	Qty.	Amt.
High School Assistant	8	10.0%
Middle School Head	2	8.3%
Middle School Assistant	4	6.1%
Unified Flag Football	Qty.	Amt.
High School Head	1	10.0%
High School Assistant	2	8.3%
Unified Track	Qty.	Amt.
High School Head	1	10.0%
High School Assistant	2	8.3%
Volleyball	Qty.	Amt.
High School Head	2	17.0%
High School Assistant	8	10.4%
Middle School Head	2	8.3%
Middle School Assistant	2	6.1%
Wrestling	Qty.	Amt.
High School Head	1	17.0%
High School Assistant	5	10.4%
Middle School Head	1	8.3%
Middle School Assistant	2	6.1%

APPENDIX IV

Previous Retirement Plans

Section 1 Traditional Severance Plan

Retirement pay shall be provided to a retiring teacher based upon the applicable formula specified below and in accordance with the following requirements and provisions:

- A. Eligibility. Only teachers employed by Westfield Washington Schools prior to the end of the 2001-2002 school year shall be eligible for benefits provided in this Traditional Severance Plan.
- B. Benefits. The following schedule of benefits shall be paid a teacher's VEBA/HRA account when they leave the employment of the Board of School Trustees, provided the teacher has been employed by this Board for no less than fifteen (15) years on or after the teacher has achieved the age of fifty (50) years old and is retiring under the Indiana Teachers Retirement Fund (TRF) or otherwise qualifies for the TRF Rule of 85.
 - a. With 15 to 20 years of Westfield Washington Schools' experience, the teacher will receive 45% of their accumulated but unused Sick Leave days paid at the teacher's final average per diem rate of pay based on a 184-day work year.
 - b. With 21 to 30 years of Westfield Washington Schools' experience, the teacher will receive 75% of their accumulated but unused Sick Leave days paid at the teacher's final average per diem rate of pay based on a 184-day work year.
 - c. With 31 or more years of Westfield Washington Schools' experience, the teacher will receive 100% of their accumulated but unused Sick Leave days paid at the teacher's final average per diem rate of pay based on a 184-day work year.
 - d. Provided the teacher has at least 15 years of Westfield Washington Schools' experience, in no event will a teacher's severance pay be less than that which they would have received under the 1999-2002 collective bargaining agreement.
 - e. Insurance Premium Entitlement.
 - i. Provided the teacher is age 55 or older, the Board of School Trustees will continue to pay the same portion of the monthly insurance premium as is paid for all other full-time teachers until the teacher qualifies for government health insurance. For teachers who have retired before June 30, 2019, the Board of School Trustees will contribute an additional \$150 annually toward insurance premiums until the teacher qualifies for government health insurance.
 - ii. In the case of a teacher who will turn age 55 after the next school year begins, but before the end of its first sixty school days, they may apply in writing by March 31 of the current school year to be allowed to retire at the end of that current school year and receive the monthly insurance premium entitlement established in number B.e.i. above, plus an extended like entitlement bridging the time between the end of their entitlement as an active teacher and their 55th birthday.
 1. Upon receipt of such application, the Board shall make a decision as to whether or not to grant the request with such decision based on the school corporation's ability and willingness to fund such an extended benefit and its anticipated ability and willingness to secure a replacement teacher, if needed, for the period of time between the beginning of the upcoming school year and the retiring teacher's 55th birthday.

2. The Board shall make its decision and such decision shall be communicated in writing to the teacher by no later than May 31 following receipt of the application.
 3. The application shall be irrevocable on the teacher's part and considered revoked and moot should the Board deny the application per B.e.ii.2. above, or should the Board fail to make or communicate its decision in the timeline set above.
- f. The separating teacher will receive traditional severance benefits in accordance with Paragraph D. below.
- C. Requirements. Written notice of intent to separate from employment with Westfield Washington Schools must be given to the Office of the Superintendent not later than one hundred twenty (120) calendar days prior to separation, provided, however, that said notification days may be waived in case of separation due to the teacher's disability or other reason as determined by the Board of School Trustees.
- D. Payment Schedule.
- a. Payment for separation from employment with Westfield Washington Schools will be made within thirty (30) days after the earlier of either the first of July or the first of January following separation, provided the teacher has initiated application for retirement under TRF or the Superintendent is satisfied that the teacher has qualified for retirement under TRF's Rule of 85.
 - b. The above notwithstanding, the total payment under D.a. above, shall not exceed the sum of fifteen thousand dollars (\$15,000).
- E. Beneficiary Payment. Upon the death of a teacher who otherwise qualifies under this part of Article VI, the separation benefits provided in this Section, shall be paid to the teacher's beneficiary as filed with TRF (annuity designation).
- F. The above notwithstanding, all amounts due a teacher under this part of Article VI shall be discounted by the total amount of monies contributed by the Board of School Trustees to the given teacher's Matching Fund Account as provided for in Section 3 below, plus an assumed six percent (6%) annual rate of return as determined by the Match Fund Plan's vendor at the time of the teacher's separation from employment.
- G. The above notwithstanding, if a teacher elects to not participate in the Matching Fund Plan, in whole or in part, all amounts due a teacher under this part of Article VI shall be discounted by the total amount of monies which would have been contributed by the Board of School Trustees to the given teacher's Matching Fund Account as provided for in Section 3 below, had the teacher fully participated in the Match Fund Plan, plus an assumed six percent (6%) annual rate of return as determined by the Match Fund Plan's vendor at the time of the teacher's separation from employment.
- H. With regard to computing the interest in Section 2 F. and G. above, during the first year, interest will be computed on an average quarterly basis.

Section 2 401(a) Retirement Plan

- A. Effective August 1, 2001, and thereafter, the School Corporation shall maintain an IRS 401(a) Fund Plan (Plan) Tax Deferred Retirement Account for each teacher.
- B. Commencing with the 2007-2008 school year, the corporation shall place an amount equal to one percent (1%) of the teacher's base pay each year into the teacher's IRS Section 401(a) account; beginning with the 2008-2009 school year, this contribution shall increase to a total of 1.25%; and beginning with the 2009-2010 school year, this contribution shall increase to a total of 1.50%. The School Corporation shall not contribute to teachers' IRS Section 401(a) accounts after the 2014-2015 school year.

- C. The parties are committed to making this Plan as advantageous as possible to both Westfield Washington Schools and the teachers, and therefore, in subsequent rounds of collective bargaining shall determine whether or not to increase the School Corporation's contribution to teachers' 401(a) Plan accounts.
- D. Westfield Washington Schools and the Association shall maintain a Retirement Benefits Committee comprised of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the Association President.
 - a. The Superintendent and Association President, or respective designees, shall co-chair this Committee.
 - b. The Committee shall recommend who shall serve as the vendor of the Plan. If the parties cannot reach consensus on selection of the Plan vendor, the vendor shall not change unless the Board does not show good cause as to why such designated vendor cannot and should not be allowed to serve as the Plan's vendor.
 - c. The Retirement Benefits Committee shall also serve as the oversight committee for the VEBA Trust Accounts program.
 - d. Thereafter, the Committee's function shall be to monitor the Plan and make recommendations for changes it deems appropriate to the parties' negotiation teams.
 - e. When the Committee does not have a majority opinion or recommendation, minority reports and recommendations may be submitted to the bargaining teams, which shall take necessary action to reach a mutually agreeable resolution of all outstanding issues.
 - f. The Committee-selected vendor shall be the sole administrator of school contributions to the Plan accounts with each teacher having discretion in placing the contributions for his/her account in any and/or all investment options offered by the vendor.
 - g. It is understood that the members of the joint Committee, the School Corporation and its agents, and the Association and its representatives, are contractually charged only with the responsibility to act in good faith in regard to the selection of the Plan vendor and in monitoring the Plan's operation, and therefore, should be held harmless against any related claims or allegations brought by any member of the bargaining unit or their heirs, successors, and assigns to the fullest extent of the law.
- E. The School Corporation shall see that employer contributions for each teacher are submitted to the vendor for placement in the teachers' accounts on a quarterly basis.
- F. Vesting.
 - a. A teacher shall be fully vested in the Plan upon completion of five (5) years of employment with the School Corporation. Such employment will count whether it comes before or after implementation of this program.
 - b. Once a teacher is vested, all assets of his/her account become the property of the teacher and, in the event of the teacher's death, the teacher's estate.
 - c. Should a teacher separate from employment with Westfield Washington Schools prior to being vested in the Plan, the teacher's Plan account's monies shall be redistributed within the Plan to offset the School Corporation's contribution obligations for the year of, or after, distribution.
- G. For collective bargaining purposes, it is understood between the parties that each increase in the employer's contribution will be treated for cost analysis as if a like amount was added to the salary table.

- H. The Plan shall be a Matching Fund Plan which means that Westfield Washington Schools will only make contributions to a teacher's Plan account if the teacher has provided proof to Westfield Washington Schools that they are already contributing one percent (1%) of their base salary or greater amount to an IRS 403(b) account.
- I. Westfield Washington Schools will allow teachers to place their respective IRS 403(b) contributions with vendors heretofore doing business with this School Corporation and/or with the vendor of the IRS Section 401(a) Matching Fund Retirement Plan.
- J. A teacher will be credited toward matching the Westfield Washington Schools Plan contribution with any IRS Section 403(b) contributions made in the year of the Westfield Washington Schools Plan contribution whether or not the teacher previously participated in an IRS Section 403(b) investment program.

Section 3 VEBA 501(c)(9) Trust Account (Teachers hired prior to the 2015-2016 school year)

- A. Effective with the 2007-2008 school year, the Board shall annually contribute, in monthly installments, an amount equal to one point five percent (1.5%) of the given teacher's salary into a VEBA Trust Account (IRS Section 501(c)(9)) for each teacher and effective with the 2009-2010 school year, this contribution shall increase to a total of two percent (2%) per year. Except as provided in Article VII, Section 2.B., the corporation shall not contribute to teachers' VEBA 501(c)(9) Trust accounts after the 2014-2015 school year.
- B. The Retirement Benefits Committee established in Section 3 D. shall also serve as the oversight committee for this VEBA Trust Account program.
- C. A teacher will be fully vested in this program after five (5) years of employment with Westfield Washington Schools with these years coming before and/or after the effective date of this provision. Any teacher employed during the 2003-2004 school year shall be considered fully vested in this program with the first contribution.
- D. If a teacher dies or becomes totally disabled as determined by the Indiana Teachers Retirement Fund, they will be considered to have been fully vested just prior to their death or on the day they are deemed totally disabled.

APPENDIX V
EXTENDED CONTRACT DAYS

This appendix is for informational purposes only.

All bargaining unit members work on a 184 day annual contract except for the following:

Bargaining Unit Member	Number of Contract Days
Agriculture (HS)	214 days
Agriculture (MS)	199 days
Assistive Technology	199 days
Digital Learning and Assessment Generalist	194 days
Instructional Coach	194 days