

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.
229 West Berry Street
Fort Wayne, IN 46802
an Affiliate of the Indiana State Teachers Association
and the National Education Association

June 27, 2011 – June 30, 2013

SUPERINTENDENT OF SCHOOLS

Wendy Robinson

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Preamble

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

A. The Board has the right, responsibility, and authority to manage and direct on behalf of the public the operations and activities of the school corporation to the full extent authorized by law. It is understood and agreed that all rights, responsibility and authority heretofore exercised by the Board or inherent in the Board as the body charged by law with operation of the school corporation and not modified expressly by any specific provision of this master contract are retained solely by the Board. Such rights, responsibility, and authority of the Board shall include, but not be limited to the right to:

1. Direct the work of its employees;
2. Establish policies, rules and regulations to carry out the responsibilities with which it is charged by law;
3. Hire, promote, demote, transfer, assign and retain employees;
4. Suspend or discharge its employees in accordance with applicable law;
5. Establish and staff curriculum and programs and select related equipment, supplies, and materials;
6. Relieve its employees from duties because of lack of work or other legitimate reason;
7. Manage fiscal operations; and
8. Establish student conduct and discipline rules.

It is agreed that any grievance which involves the exercise of such rights, responsibility, or authority shall not be subject to arbitration except to the extent that the grievance involves an alleged violation of specific provision of this master contract intended by the parties to be a specific limitation on the Board's rights, responsibility and authority.

B. The Board agrees that every teacher shall have the right to freely organize, join and support the Association. The Board further agrees that it shall not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by this master contract, laws of Indiana, or the Constitutions of Indiana and the United States.

C. It is agreed that the Board and its administrative personnel shall not discriminate against any teacher with respect to hours, wages or terms and conditions of employment by reason of the teacher's membership in the Association, participation in any activities of the Association or collective bargaining with the Board, or institution of any grievance, complaint or proceeding under this master contract or otherwise, with respect to any terms or conditions of employment.

Article 2: Board and Administration Rights and Responsibilities (continued)

- D. The Board agrees that the provisions of this contract shall be applied without regard to political activity, race, creed, religion, color, national origin, marital status, age, gender, professional activity, family relationship, residence or personal characteristics.
- E. The Board agrees not to bargain with or recognize any teacher's organization other than the Association for the duration of this contract.
- F. The Board agrees not to employ any individual to perform work for which a classroom teacher's license issued by the State of Indiana is required, who is not included within the teachers' bargaining unit, unless such employment is authorized elsewhere by this contract or by the laws of the State of Indiana
- G. Physical Examinations
 - 1. The Administration may require any teacher to have a physician's examination at the Administration's expense at any time when permitted by law when job-related and consistent with business necessity.

Article 3: Association and Teacher Rights and Responsibilities

- A. As a professional employee, each teacher shall comply with the policies, rules and regulations of the Board in order to implement the optimum educational process.
- B. If a participant in any meeting with a teacher becomes unruly or abusive, the teacher has the right to request that the chairperson briefly recess the meeting to discuss the situation. The chairperson will have the authority to continue the meeting or reconvene at a later date.
- C. Recognizing that professional development is beneficial to both the teacher and the school system, teachers shall attend all development or training required by the district unless excused by the Unit Head.
- D. After reporting to the principal's office, the Association President or designee may visit school buildings to carry on Association business as long as regular school activities are not disrupted.
- E. The Association shall be provided a separate mailbox in each school. The Association's interschool mail shall be distributed by the Board to the extent possible under law without postage. The Association's office shall be a regular stop on the Board's regularly scheduled interschool mail delivery system.
- F. The Association shall have reasonable access to telephones, fax machines, and other forms of electronic communications, provided that such use shall not interfere with the business of the corporation.
- G. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each faculty lounge.
- H. No competing teacher organization shall be allowed to use the interschool mail delivery service or school mailboxes for mailings from its organization to teachers in the bargaining unit.
- I. The Association as the sole and exclusive bargaining agent for classroom teachers shall be the only organization to use school buildings without the normal rental fee for meetings except during a representation election.
- J. A mutual exchange of information that will assist in developing accurate and constructive programs for teachers shall take place.
- K. The Association shall be notified in writing by the Board of any teacher who is either asked to resign from Fort Wayne Community Schools or has dismissal procedures initiated against him/her, unless the teacher objects to such notification.

Article 3: Association and Teacher Rights and Responsibilities (continued)

- L. The Board shall supply to the Association those materials necessary for the Association to discharge its duties of representation.
- M. No in-service, program development and evaluation, or building faculty meetings involving teachers shall be scheduled on one day each month designated as FWEA meeting protected days between the hours of 3:45 p.m. and 7:30 p.m. during the school year and a full day in August before the start of the school year. Protected days are usually the third Monday of each month (the fourth Monday of the month of January and the fourth Monday during the month of February, when President's Day is a paid holiday). A list of protected days for the succeeding school year shall be provided by the Association to the Joint Communications Committee no later than March 15. By mutual agreement, protected days may be adjusted from the traditional protected dates to meet the specific needs of FWCS and FWEA for a given school year.
- N. Upon request by the Association, the Association President shall be released by the Board from teaching assignment, either full-time or afternoons, to carry out the duties of president. The Association shall pay the president's appropriate salary and the 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.
- O. The Association, through its president, shall be granted 25 paid days each school year to be used for Association activities.
- P. 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 costs by the Board.
- Q. No complaint made by a parent or student shall be made part of a teacher's personnel file until the matter is first reported to the teacher in writing. Said teacher shall be allowed to submit a written reply to accompany the complaint in said file.
- R. Any teacher may submit positive communications to be included in the teacher's personnel file.

Article 4: Board, Association and Teacher Expectations

A. General

The Board expects its professional teaching staff to be and behave as professionals and to treat them as such. Professional behavior includes a commitment to create a culture and learning environment to meet each student's needs; a commitment of accountability for personal behavior, conduct and dress; and a commitment of accountability for student learning and achievement.

The Board and the Association are committed to providing a safe environment for teachers and students. Any time a teacher believes that an unsafe condition exists that may place the teacher and/or students in an unsafe situation, the teacher must notify the Administration of the unsafe situation.

B. Professional Expectations

A teacher's contract shall be written for a 193-day school year, of which 183 are work days (194 for Kindergarten teachers) within the weeks designated in the official school calendar.

Teachers are to work a minimum of eight hours per work day, to implement district curriculum with fidelity, and to meet district job descriptions and performance expectations.

FWCS and FWEA will collaborate on recommendations for district guidelines to determine when work beyond the minimum work day may be required by the unit head. Issues with implementation of final guidelines will be brought to the Joint Communications Committee.

C. Quality Improvement Teams

The work of improving student achievement is the primary responsibility of school Quality Improvement Teams.

1. Each school will have one planning committee – the Quality Improvement Team.
2. The size of a school's Quality Improvement Team will vary depending on the enrollment at each school. Regardless of the size of any Quality Improvement Team, a majority of its members will be teachers.
3. All decisions made by the Quality Improvement Team shall be made using a consensus model.
4. No teacher shall be required to participate as a member of a school's Quality Improvement Team, although the plan adopted by the Quality Improvement Team is binding on all teachers in the school.

5. No teacher shall be disciplined, adversely evaluated, or formally criticized by his/her participation or non-participation on a school's Quality Improvement Team.
6. FWEA, as authorized by PL 217, has the right at its discretion to approve or revoke the ability of a particular school to use the Quality Improvement Team as a vehicle for fulfilling the discussion process as required by Section 5 of Public Law 217.
7. The Joint Communications Committee shall resolve any disputes over the operation and conduct of a school's Quality Improvement Team.

D. Student Management

Teachers are expected to work with administration in implementing the building's student discipline plans, and building administration is expected to support teachers who follow those plans. Issues with student management may be discussed with the Joint Communications Committee, if unresolved at the building level.

E. Joint Communications and Problem Solving

1. Outside the negotiation process, and without regard to whether an issue is a mandatory subject of bargaining or discussion, it is recognized that there is a need for regular dialogue and communication between the Association and the Administration representing the Board. This need for communication may be to exchange information or it may be of an urgent nature necessitated by actions of the Association or the Board/Administration which appear to one of the parties to be in contradiction to good relations. Regular informative meetings of the Joint Communications Committee, which consists of designated representatives of the Association and Administration, shall take place at least once each month during the school year unless mutually agreed otherwise. Special meetings of a more urgent nature may be requested either by the representative of the Administration or by the president of the Association or designee.

Article 5: Grievance Procedures

- 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 5: 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 6: Disciplinary Measures and Due Process Procedures

A. General Information

1. The parties agree that progressive discipline is desirable. Progressive discipline measures shall be waived if, in the judgment of the Administration, the offense is of a gross or serious nature that requires immediate action.
2. If a teacher is to be disciplined or reprimanded by the Board or Administration outside of the regular evaluation procedure, and if a written record of said action is to be kept, the teacher shall be notified in advance of the purpose of the meeting and shall be informed that he/she may be accompanied by a representative of the Association.
3. No official reprimand of a teacher by the Administration or Board shall take place in a public meeting through the media or in the presence of other persons, exclusive of the designated representatives of the parties.
4. If the Administration receives information of teacher misconduct, which it believes serious in nature, it may immediately relieve the teacher from duty, with pay, or give the teacher an alternative assignment, pending an investigation. After the investigation is complete, but no later than five (5) school days after removal, the teacher will be returned to work or a meeting will be held with the teacher and the teacher's representative to discuss the results of the investigation and any proposed suspension. The teacher will be given an opportunity to respond during the meeting.
5. If a teacher is to be released from an assignment carrying additional compensation, the teacher shall be informed of the reason or reasons and may request a conference with a designee of the Superintendent and Association President or designee.

B. The Board agrees that any teacher whose contract is recommended for cancellation shall be provided a fair hearing opportunity under the following procedure:

1. If, following the conference with the Superintendent required by state law, the teacher continues to dispute the proposed contract cancellation, the teacher may elect to waive the right to a conference with the Board.
2. In the event that the Board conference is waived, both the merits as well as the dismissal procedures shall be subject to binding arbitration under the rules of the American Arbitration Association.
3. Because the Board must act by law on the date established in the notice of proposed cancellation to the teacher, if the teacher has waived the right to a Board conference and elected to arbitrate the cancellation any attempt by the teacher or the Association to lobby the Board to take any action other than cancellation forfeits right to arbitrate the merits and the procedures of the dismissal.

Article 7: Teacher's Disciplinary Authority, Responsibility and Protection

A. Disciplinary Authority

1. Referrals.

Teachers may refer students for corrective action to the principal or his/her designee with a written reason for the referral. After the referral, the teacher shall be informed in writing of the disposition of the referral within five (5) school days.

2. Removals.

As permitted by Indiana Law and district policy, when circumstances warrant, a teacher may remove a student from class or any educational function under the teacher's supervision for a one-day period. A student may be removed from a class or educational function on consecutive days if actions warrant it. Removals are subject to applicable provisions of Indiana Code.

B. Teacher Protection

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. In the case of assaults upon teachers by a student or students where injury results which qualifies as compensable injury under Worker's Compensation, Section B-8 of Article 16, ABSENCE AND PAID LEAVE, will be operative.
4. No teacher may be disciplined based on anonymous complaints.
5. No teacher will be required to physically intervene in any incident of student behavior which poses a threat to the teacher or others.

Article 8: Placement, Assignment and Promotion

A. General

1. Placement

Teachers are employed by the Board and are placed in the building or unit by the Board upon the recommendation of the Superintendent.

2. Assignment Within a Building

- a. Teacher assignments within the school buildings or unit are made by the building principal or unit head.
- b. A teacher will not be assigned to teach outside the area of certification, except in an emergency. If it is not feasible to avoid such an assignment, the teacher shall be consulted and alternatives explored.
- c. A teacher, who is affected by an involuntary change of assignment to a grade level or subject areas, shall be notified in writing by the building principal.

3. Qualifications

The term "qualifications," as used in the master contract shall mean a combination of:

- a. Current teacher certification,
- b. Written job performance evaluations,
- c. Educational background,
- d. Relevant instructional work experience, and
- e. "Highly Qualified" classification as defined by law.

4. Transfer, Reassignment or Surplus

The reassignment, transfer or surplus of a teacher shall be made based on the following criteria:

- a. Qualifications in the area of vacancy.
- b. Length of service in school system.
- c. Mutual agreement of teacher and Administration.
- d. Particular teaching needs of the building or unit.

The application of these criteria is at the discretion of the unit head and consistent with Human Resources guidelines.

5. Teachers transferring, voluntarily or involuntarily, from one school building to another during the school year shall have one full school day to move and become acquainted with their new building and principal.

B. Surplus

1. A surplus is a reduction in the number of teachers in a building or unit for the following school year or an involuntary transfer from a building or unit. Surplus will occur prior to the last job fair so that affected teachers may seek other positions.
2. A teacher who is affected by surplus shall be notified in writing by the building principal and/or Human Resources department prior to receiving the official notice of change.

C. Reassignment (Within a Building)

1. Voluntary

A teacher who desires a change in grade and/or subject assignment, for which the teacher is certified, shall submit a written request to the building principal or unit head.

2. Involuntary

A teacher who is affected by an involuntary change of assignment to a grade level or subject areas shall be notified in writing by the building principal.

D. Vacancies for Following School Year/Posting Period

1. Teachers providing official retirement notification by February 1 and completing the school year will be paid:
 - a. 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 to a VEBA account in the employee's name.
2. The posting period begins following the posting of retiree positions created by the notification deadline of February 1. One or more Job Fairs, at the discretion of administration, will be held during the posting period. The posting period ends at the end of the Job Fair or fairs.

3. Job Fairs are open to internal candidates only.
4. A second posting period will begin August 1 and conclude immediately prior to the first contractual paid day for teachers.
5. Voluntary Transfer
 - a. A teacher desiring to interview for a posted position shall request an interview.
 - b. A teacher accepting a voluntary transfer may not accept more than two voluntary transfers for the same school year.
6. The unit head is responsible for making a recommendation for the filling of vacancies. Members of the bargaining unit who participate in the interviewing process for a vacancy shall not make recommendations or be responsible for decisions or ratings.
7. No posted teaching vacancy shall be filled until after the end date of the posting.
8. The parties agree that the Administration may employ minority or other high need teachers for teaching vacancies under a regular contract for the next school year at any time outside the processes of this Article.

E. Vacancies Outside of Posting Period

1. Teaching vacancies that occur outside the posting period shall not be subject to the procedures for the posting period.
2. The Human Resources department will keep a list of job vacancies that occur during the non-posting period for review by substitute teachers and other applicants.
3. A teacher who becomes aware of a vacancy during the non-posting period may apply for the vacancy. Selection for the position may be made at the discretion of the Board without regard to qualifications as defined in paragraph A-4. If a current teacher is selected by the Board for the position, the Board may, at its discretion, treat the vacancy as filled immediately but hold the actual assignment of the teacher selected until the end of the school year or semester and fill it temporarily by some other means.

F. Reduction in Teaching Staff

1. In the event of conditions necessitating a reduction in the number of teachers employed by the Board, the following procedure shall be followed:

Article 8: Placement, Assignment and Promotion (continued)

- a. If a reduction in staff is necessary, teachers who have been declared surplus under the criteria identified in paragraph A.5. of this Agreement, and who have not found a position by the last Job Fair, will be laid off.
2. The Association shall receive the proposed list of teachers to be subjected to a reduction-in-force prior to notification of the bargaining unit members of his/her reduction.
3. The parties may agree to extend an opportunity for teachers to voluntarily participate in a reduction-in-force. However, no teacher will be allowed to voluntarily participate in a reduction-in-force, in order to avoid teaching in a protected multiple certification area.
4. Teachers receiving notice of layoff, as provided in this section, shall have the due process rights and privileges of this master contract and of state laws at the time of notice of layoffs, but teachers exercising such hearing rights shall not be subject to recall. All other teachers released from teacher contracts, as provided in this section, shall be recalled based upon qualifications as defined in this Article.
5. The teacher must accept any position offered for which he/she is qualified in line with other provisions of this article or forfeit all rights to recall.
6. A teacher recalled shall be contacted by registered letter. If the recalled teacher does not respond by registered letter within seven (7) calendar days from the date the recall letter was received, the teacher will be terminated.

G. Administrative Intern Program

Any teacher may apply for the Administrative Intern Program by contacting the coordinator of that program. When interested in an administrative or supervisory position, it is the responsibility of each teacher to make known his/her promotional goals in writing through the Administrative Intern Program or by applying for a posted administrative position. Teachers may also be recruited by the Administration for the Administrative Intern Program. A teacher serving as an Administrative Intern is not subject to the provisions of this agreement.

Article 9: Teacher Support and Evaluation

A. Support and Evaluation

1. The purpose of support and evaluation is to elevate the level of teaching performance, and teachers will be evaluated annually using the FWCS system. Changes in support and evaluation, or use of evaluation pilots, shall be discussed with the Association prior to implementation

Article 10: Teachers Hours and Conditions

A. Teacher Working Conditions

To the extent financially feasible in the opinion of administration, current pupil/teacher ratios, class sizes and preparation time will be preserved.

Article 11: Absence and Paid Leave

A. 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 teacher shall be allowed 10 days each school year with full pay, cumulative to a total of 120 days. 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 120 days 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 days 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 days are:

- a. All personal sick leave days 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 days requested shall apply to days prior to the date when the teacher's long-term disability insurance could or would commence, and
- d. The bank days shall take effect immediately following the exhaustion of the teacher's personal sick leave 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 days 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 days (total 15 days) for a reimbursement of \$25 per day. Days returned will not be credited to the maximum accumulation. Returned days will be paid in a check on the first Friday of the succeeding school year.

Upon redeeming any of the above days, the teacher will not be able to use more than 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. Paternity/Adoptive Leave

Up to two days paid paternity leave shall be available to a teacher immediately following the birth of his child. Up to two days paid leave shall be available to a teacher for the purpose of adoption. 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 for the sole purpose of extending 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. No reason need be given except immediately prior to or after a holiday or vacation period.

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.

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.

Article 12: Unpaid Leave

A. General Provisions

1. Application for Leave

- a. A discretionary leave of absence is granted only to a permanent teacher except by special permission of the Board upon recommendation of the Superintendent.
- b. A leave of absence is granted for the school year or any portion thereof and may be renewed so long as the total leave does not exceed two consecutive years. Whenever two school years become involved, two separate requests for leave must be made.
- c. A teacher desiring a leave of absence for the succeeding full school year should make request for the leave as soon as possible in the current school year and preferably prior to April 1.
- d. A leave of absence generally is not granted for purposes of obtaining other employment. However, a teacher on leave 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 such notice is received after spring vacation, the teacher's leave shall continue until the beginning of the next school year unless the leave qualified as Family and Medical Leave by law.
- c. A teacher returning from a leave of absence shall have accrued benefits restored, including the advancement on the salary schedule when verification of credit for retirement under the Indiana State Teachers' Retirement Fund is submitted.

B. Specific Provisions

1. Disability Leave and Personal Illness: A leave granted for personal illness or disability is based on a physician's written report stating inability to work. Return to work from personal illness or disability leave is based on a physician's written report stating that the teacher is again able to assume teaching duties.
2. Professional Improvement or Study: This area includes study, travel, exchange teaching, and other areas of self-improvement. This leave is granted for one year.
3. Peace Corps - Overseas Dependent Schools: This area normally covers two one-year leaves of absence.
4. Military or Alternative Service: Military or alternative service leave is granted by federal law to any teacher for a period of time not to exceed four years.
5. Indiana General Assembly: A leave will be granted as provided by law to serve in the Indiana General Assembly.
6. Professional Organization: Upon the request of the Association and recommendation of the Superintendent and approval of the Board, a teacher may be granted a leave of absence. Such a leave will be for a one-year period.
7. Childbearing, Adoption and/or Child rearing: Any teacher may request a leave of absence for reasons of childbearing, adoption and/or child rearing. Procedures will be those established by the Family and Medical Leave Act of 1993.
8. Other: Any other reason for leave not specifically enumerated in this Article will be considered for leave of absence based on individual merits.
9. 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:
 - a. Shall not be required to, but may, use personal or sick leave while taking unpaid family or medical leave;
 - b. Shall not lose insurance benefits otherwise provided by this master contract;

- c. In addition to those categories required by the Act, a teacher shall be permitted leave in order to care for a parent-in-law, stepchild, legal guardian, stepparent, grandparent, grandchild, brother, sister, stepbrother, stepsister, or a person living in the home as part of the family who has a serious health condition, and shall be granted intermittent leave and/or reduced schedule for birth or placement of a child; provided, however, that any such leave beyond the requirements of the Family and Medical Leave Act must be for a minimum period of time commencing on the date the leave is requested and ending on the last day of the semester in which the requested leave is completed, and that if the leave involves intermittent leave and/or reduced schedule, it shall be granted with the understanding that the teacher shall be immediately transferred to the contract substitute list and 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.

Article 13: 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 85% of the cost of the Core Plan, but beginning January 1, 2013, no more than permitted by law for the single or family plan, without regard to the plan in which the employee enrolls. The balance of any cost shall be paid by the employee. In the event both husband and wife are eligible for such coverage, they may take individual single plans or one family plan, but must be enrolled in the same plan in order to qualify.
- b. The child of a teacher who is retired shall be eligible to continue coverage in the Core Plan at his/her own expense until said child is ineligible for coverage.
- c. Eligible family members of deceased teachers shall have the option of continuing in the Core Plan at their own expense.
- d. The spouse of a retired teacher shall be eligible to continue in the Core Plan at his/her own expense until eligible for Medicare.

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 $66 \frac{2}{3}$ percent earnings after six calendar months of disability and continuing during the disability or to age 65. Coverage shall be for 52 weeks of the year with maximum benefit payments of \$3,700 per month. 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. Current plan vendors will not be changed without Association agreement to an RFP process.

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.

Article 14: 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 15: 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. 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 6th contract with the Board. Forfeitures will be returned to the Board as an offset to future Board contributions.

Notwithstanding the requirements of this Article, the match described above will not be made for the life of this agreement.

Article 16: Professional Compensation

Notwithstanding any other provisions of this Article, the salary schedules in effect as of the date of ratification of this Master Contract shall remain in effect for the life of this agreement, except as follows:

A 1% increase in salary for all teachers for school year 2011-2012; no step increase for 2011-12 or 2012-13;

For school year 2012-13, a .25% stipend (not added to the salary schedule) based upon each individual teacher's base salary, paid as a lump sum to teachers employed 12/1/2012.

An HSA contribution for participants in the High Deductible Plan made quarterly and prorated, as follows:

For Plan Year 2012, maximum of \$1500 single plan, \$3000 family plan

For Plan Year 2013, maximum of \$1000 single plan, \$2000 family plan

A. Classes

Class I - 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.

Class II - 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, and speech/language associates with Emergency Permits.

Class III - Teachers with a bachelor's degree and four years of training and a valid provisional, professional, standard license or equivalent, and speech/language associates with Emergency Permits.

Class IV - 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.

Class V - Teachers with credit beyond the master's degree and a valid provisional, professional, standard license, or equivalent.

Class VI - Teachers with a doctor's degree and a valid provisional, professional, standard license, or equivalent.

B. Credit on Salary Schedule

1. Credit will be given for each year of military service, including alternate service, up to a maximum of four years. A minimum of six months of military service is necessary to qualify for a year of service (Rule No. 91, 1948, Department of Public Instruction).
2. Credit shall be given on the salary schedule for all vocational education teachers whose programs require occupational work experience, and speech/language associates with Emergency Permits. Occupational area employment experience in excess of the requirements for vocational certification, and experience as a speech/language associate shall be recognized for salary determination at the ratio of two years of work experience equaling one school year of instructional experience. Adjustments for those currently under contract shall be made. Such work experience must be validated over the signature of the chief personnel officer or officers of the firm or firms where the work was performed and filed in the Human Resources department. Class II instructors who earn the bachelor's degree and hold a valid provisional, professional, standard license, or equivalent shall move to the Class III schedule with no loss of work experience credit.
3. Teaching experience outside the school system shall be the sum of full and/or half years according to the rules adopted by the General Commission of the State Board of Education: "One school year of service in any public school certified, or commissioned, by the General Commission on Education of the State Board of Education, or in a public school equally recognized by the duly authorized state agency of any other state, or a school maintained by the U.S. Government for children of military personnel and other government employees either in the U.S. or in a foreign country, including teaching experience in the Peace Corps Service, or in an accredited publicly supported college or university, shall be recognized as one year experience...." No teacher shall lose any credit heretofore given by the Board for parochial school and college teaching experience. No teacher shall be employed in excess of credit authorized by this schedule.
4. A minimum of 120 days of teaching is necessary to qualify for one year of credit on the salary schedule. These days are cumulative over multiple contracts. Increment shall be awarded with the ensuing contract.
5. Completion of technical training programs by conditionally certified teachers such as factory service schools specifically related to the instructional assignment may be recognized as the equivalent of semester hours of credit with prior approval of the Superintendent at the ratio of 15 clock-hours of training equaling one semester hour. Equivalent training may be recognized for up to 50 percent of the requirements for classification advancement on the salary schedule.
6. Professional Incentive Increment - Each teacher should earn a minimum of five semester hours of credit each five-year period of employment. Said five hours shall be college or university credit of which any or all may be college-approved travel or seminars for which university or college credit is given. Audit courses do not apply.

7. Credit earned after the awarding of the master's degree will be paid an additional index rate of .01 of beginning bachelor's salary per five semester hours to a maximum of 60 hours.
 - a. A minimum of 30 semester hours of the 60 semester hours must be in the area or areas in which the teacher is licensed and must be approved prior to enrollment for eventual credit on the salary schedule.
 - b. At least five semester hours of the remaining 30 hours which do not have to be in the area of licensing shall be in the human relations field. Approval must be obtained prior to enrollment for eventual credit on the salary schedule. A joint committee of the Association and the Board shall meet to approve human relations courses for which credit is given.
 - c. Section B-7-b of this Article shall not apply to teachers who have earned 60 semester hours beyond the master's degree prior to February 1, 1974.
 - d. Credit on the salary schedule will be allowed up to a maximum of 10 hours of undergraduate course credit taken after the master's degree is awarded if approved prior to enrollment. Credit on the salary schedule for undergraduate work must be in an area in which the teacher is licensed and cannot exceed 10 semester hours. The total credit on the salary schedule for graduate and undergraduate work beyond the master's degree cannot exceed 60 semester hours.
 - e. All courses for which credit on the salary schedule is granted must be taken at four-year institutions of higher learning that offer at least a bachelor's degree. It is recommended that courses be taken at institutions of higher learning that are accredited by the North Central Association of Colleges and Secondary Schools or other regional accrediting associations.
8. Evidence of the completion of a degree, hours earned after the awarding of a master's degree, and credits for the Professional Incentive Increment earned since the signing of the last contract must be submitted to the Human Resources department by October 1, retroactive to the first day of school but effective January 1. Such evidence submitted by the last day of February shall be retroactive to the beginning of the second semester effective with the next paycheck.

It is the responsibility of the individual teacher to secure college or university transcripts of grades and credits, evidence of awarding of a degree, and certification from colleges and universities of any courses for which credit on the salary schedule is requested.

9. 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.

10. Special Education, Speech and Hearing: Five semester hours of credit on the salary schedule shall be provided teachers holding the Certificate of Clinical Competence in speech pathology or audiology from the American Speech and Hearing Association.

C. Separate Indices

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 assignments in middle schools shall be made as a .09 index.
 - c. Lead teachers in the senior high schools shall receive additional compensation in excess of their base salary of .09 times the beginning bachelor's salary.

One or more lead teachers may be provided for each elementary school.
4. If an index is to be divided between two or more individuals, it must be divided into 50% increments. The agreement dividing the index 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.
5. Lead teachers in the Vocational and Continuing Education (VACE) program, if appointed, shall receive additional compensation of .09 of the beginning bachelor's salary.
6. 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 .06 of bachelor's base salary. Cooperative training teachers working out of high schools shall receive .06 of bachelor's base salary. Those working out of the Career Center and also teachers traveling to more than two buildings on a regular basis shall be compensated .09 of the bachelor's base salary. 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 in separate checks bimonthly.

7. 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.

8. Driver Education Salary Schedule

Salary rate per hour	Hours of driver education taught for FWCS
4 th Step BS Scale rate	401 or more hours
3 rd Step BS Scale rate	250 to 400 hours
2 nd Step BS Scale rate	120 to 249 hours
1 st Step BS Scale rate	0 to 119 hours

9. 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.

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

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

- a. Youth Symphony Manager - .065
- b. Youth Symphony Coach/Assistant All-City - .02
- c. All City Choir Director - .065
- d. All City Accompanist - .03
- e. Instrumental Music Marching Band Director - .145
- f. Instrumental Music Marching Band Assistant/s - .035
- g. Instrumental Music Orchestra Director - .06
- h. Vocal Music Director - .06
- i. Speech - .15 (May be divided between two teachers)

- j. Assistant Speech Coach - .065
 - k. Theater Arts - .11
 - l. Assistant Theater Arts - .05
 - m. Publications Adviser - .09
 - n. Intramural - .09
 - o. Cheerleader Adviser - .04
 - p. Team Leader - .09
 - q. Thinking Skills Coach - .04
 - r. Academic Coach - .04
 - s. Technology Coordinator - .04
 - t. High School Student Council Sponsor - .04
12. 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:
- a. Team Leader - .09
 - b. Yearbook Adviser/Memory Book Adviser - .015
 - c. Newspaper Adviser - .015
 - d. Cheerleader Adviser - .03
 - e. All-City Choir Director - .065
 - f. All-City Orchestra Director - .065
 - g. All-City Music Program Assistant(s) - .02
 - h. All-City Choir Accompanist - .03
 - i. Thinking Skills Coach - .04
 - j. Academic Coach - .04
 - k. Fine Arts - .03
 - l. Technology Coordinator - .04
 - m. Middle school Speech Coach - .02
13. Coaches shall receive an additional index of the beginning bachelor's salary as follows:
- a. High School Coaches
 - i. Head Basketball and Football Coach - .21
 - ii. All other head coaches - .11

- iii. Assistant Basketball Coach - .105
 - iv. Assistant Football Coach - .11
 - v. All other assistant coaches - .09
- b. Middle School Coaches
- i. Middle school head coaches including soccer, and cross country and intramural directors - .09
 - ii. Middle school assistant coaches and intramural assistants - .05
 - iii. Middle School athletic assistant - .09
14. Elementary school compensation areas receiving an index of the beginning bachelor's salary in excess of the base salary shall be the following:
- a. Patrol Supervisor - .03
 - b. Team Leader - .04
 - c. Thinking Skills Coach - .04
 - d. Academic Coach - .04
 - e. Magnet Extracurricular Leader - .032
 - f. Technology Coordinator - .04
 - g. IAT Coordinator - .05
15. A teacher appointed as a club adviser for any of those organizations listed below shall be compensated by the Board with an index of .03 of the beginning bachelor's salary in excess of base salary (effective 1987-88 school year):
- a. Skills USA
 - b. Business Professionals of America - BPA
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.

D. 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 with a two-week lag in reporting.

E. 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 with no less than one-half of a pay cycle being paid to the teacher based on the approved pay schedule.
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 the additional amount due will be included in the last check.

F. 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 include both an electronic copy and hard copy with each payroll deduction check sent 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
 - 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. U.S. Savings Bonds
 - l. County Tax (if applicable)
 - m. Association Political Action Contributions
 - n. Section 125 carrier
 - o. Arts United
6. Teachers may authorize reductions for tax-sheltered annuities quarterly or within 30 days of initial employment.

Salary Schedule: Class I

Effective June 27, 2011 – June 30, 2013

INDEX SCHEDULE FOR 2011-2012 and 2012-2013

Class I

		\$33,875	Base			
Years	Step	Index	Index X Base	(hourly)	3% TRF	Salary with 3% TRF
0-1	1.0	0.81000	\$27,439	\$17.77	1.03	\$28,262
1-2	2.0	0.85000	\$28,794	\$18.65	1.03	\$29,658
2-3	3.0	0.89000	\$30,149	\$19.53	1.03	\$31,053
3-4	4.0	0.93000	\$31,504	\$20.40	1.03	\$32,449
4-5	5.0	0.97000	\$32,859	\$21.28	1.03	\$33,845
5-6	6.0	1.01000	\$34,214	\$22.16	1.03	\$35,240
6-7	7.0	1.05000	\$35,569	\$23.04	1.03	\$36,636
7-8	8.0	1.09000	\$36,924	\$23.91	1.03	\$38,032
8-9	9.0	1.13000	\$38,279	\$24.79	1.03	\$39,427
9-10	10.0	1.17000	\$39,634	\$25.67	1.03	\$40,823
10-11	11.0	1.21000	\$40,989	\$26.55	1.03	\$42,219
11-12	12.0	1.25000	\$42,344	\$27.42	1.03	\$43,614
12-13	13.0	1.29000	\$43,699	\$28.30	1.03	\$45,010
13-14	14.0	1.33000	\$45,054	\$29.18	1.03	\$46,406
14-15	15.0	1.37000	\$46,409	\$30.06	1.03	\$47,801
15-16	16.0	1.41000	\$47,764	\$30.94	1.03	\$49,197
16-17	17.0	1.45000	\$49,119	\$31.81	1.03	\$50,593
17-18	18.0	1.49000	\$50,474	\$32.69	1.03	\$51,988

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.

Salary Schedule: Class II

Effective June 27, 2011 – June 30, 2013

INDEX SCHEDULE FOR 2011-2012 and 2012-2013

Class II

		\$33,875	Base			
Years	Step	Index	Index X Base	(hourly)	3% TRF	Salary with 3% TRF
0-1	1.1	0.88000	\$29,810	\$19.31	1.03	\$30,704
1-2	2.1	0.92000	\$31,165	\$20.18	1.03	\$32,100
2-3	3.1	0.96000	\$32,520	\$21.06	1.03	\$33,496
3-4	4.1	1.00000	\$33,875	\$21.94	1.03	\$34,891
4-5	5.1	1.04000	\$35,230	\$22.82	1.03	\$36,287
5-6	6.1	1.08000	\$36,585	\$23.69	1.03	\$37,683
6-7	7.1	1.12000	\$37,940	\$24.57	1.03	\$39,078
7-8	8.1	1.16000	\$39,295	\$25.45	1.03	\$40,474
8-9	9.1	1.20000	\$40,650	\$26.33	1.03	\$41,870
9-10	10.1	1.24000	\$42,005	\$27.21	1.03	\$43,265
10-11	11.1	1.28000	\$43,360	\$28.08	1.03	\$44,661
11-12	12.1	1.32000	\$44,715	\$28.96	1.03	\$46,056
12-13	13.1	1.36000	\$46,070	\$29.84	1.03	\$47,452
13-14	14.1	1.40000	\$47,425	\$30.72	1.03	\$48,848
14-15	15.1	1.44000	\$48,780	\$31.59	1.03	\$50,243
15-16	16.1	1.48000	\$50,135	\$32.47	1.03	\$51,639
16-17	17.1	1.52000	\$51,490	\$33.35	1.03	\$53,035
17-18	18.1	1.56000	\$52,845	\$34.23	1.03	\$54,430

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.

Salary Schedule: Class III

Effective June 27, 2011 – June 30, 2013

INDEX SCHEDULE FOR 2011-2012 and 2012-2013

Class III

		\$33,875	Base			
Years	Step	Index	Index X Base	(hourly)	3% TRF	Salary with 3% TRF
0-1	1.2	1.00000	\$33,875	\$21.94	1.03	\$34,891
1-2	2.2	1.04000	\$35,230	\$22.82	1.03	\$36,287
2-3	3.2	1.08000	\$36,585	\$23.69	1.03	\$37,683
3-4	4.2	1.12000	\$37,940	\$24.57	1.03	\$39,078
4-5	5.2	1.16000	\$39,295	\$25.45	1.03	\$40,474
5-6	6.2	1.20000	\$40,650	\$26.33	1.03	\$41,870
6-7	7.2	1.24000	\$42,005	\$27.21	1.03	\$43,265
7-8	8.2	1.28000	\$43,360	\$28.08	1.03	\$44,661
8-9	9.2	1.32000	\$44,715	\$28.96	1.03	\$46,056
9-10	10.2	1.36000	\$46,070	\$29.84	1.03	\$47,452
10-11	11.2	1.40000	\$47,425	\$30.72	1.03	\$48,848
11-12	12.2	1.44000	\$48,780	\$31.59	1.03	\$50,243
12-13	13.2	1.48000	\$50,135	\$32.47	1.03	\$51,639
13-14	14.2	1.52000	\$51,490	\$33.35	1.03	\$53,035
14-15	15.2	1.56000	\$52,845	\$34.23	1.03	\$54,430
15-16	16.2	1.60000	\$54,200	\$35.10	1.03	\$55,826
16-17	17.2	1.64000	\$55,555	\$35.98	1.03	\$57,222
17-18	18.2	1.68000	\$56,910	\$36.86	1.03	\$58,617

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.

Salary Schedule: Class IV

Effective June 27, 2011 – June 30, 2013

INDEX SCHEDULE FOR 2011-2012 and 2012-2013

Class IV

		\$33,875	Base			
Years	Step	Index	Index X Base	(hourly)	3% TRF	Salary with 3% TRF
0-1	1.3	1.10000	\$37,263	\$24.13	1.03	\$38,381
1-2	2.3	1.14588	\$38,817	\$25.14	1.03	\$39,982
2-3	3.3	1.19176	\$40,371	\$26.15	1.03	\$41,582
3-4	4.3	1.23764	\$41,925	\$27.15	1.03	\$43,183
4-5	5.3	1.28352	\$43,479	\$28.16	1.03	\$44,783
5-6	6.3	1.32940	\$45,033	\$29.17	1.03	\$46,384
6-7	7.3	1.37528	\$46,588	\$30.17	1.03	\$47,986
7-8	8.3	1.42116	\$48,142	\$31.18	1.03	\$49,586
8-9	9.3	1.46704	\$49,696	\$32.19	1.03	\$51,187
9-10	10.3	1.51292	\$51,250	\$33.19	1.03	\$52,788
10-11	11.3	1.55880	\$52,804	\$34.20	1.03	\$54,388
11-12	12.3	1.60468	\$54,359	\$35.21	1.03	\$55,990
12-13	13.3	1.65056	\$55,913	\$36.21	1.03	\$57,590
13-14	14.3	1.69644	\$57,467	\$37.22	1.03	\$59,191
14-15	15.3	1.74232	\$59,021	\$38.23	1.03	\$60,792
15-16	16.3	1.78820	\$60,575	\$39.23	1.03	\$62,392
16-17	17.3	1.83408	\$62,129	\$40.24	1.03	\$63,993
17-18	18.3	1.88000	\$63,685	\$41.25	1.03	\$65,596

Class V – Credit earned after the awarding of the master’s degree will be paid at an additional index rate of .01 of the beginning bachelor’s salary per five semester hours to a maximum of 60 hours.

Class VI – A teacher with an earned doctor’s degree will be paid an additional index of .15 of the beginning bachelor’s salary above placement of Class IV of this section.

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.

Salary Schedule: Class III Kindergarten Teachers only

Effective June 27, 2011 – June 30, 2013

INDEX SCHEDULE FOR 2011-2012 and 2012-2013

Class III – Bachelor's Degree

		\$34,051	Base			
Years	Step	Index	Index X Base	(hourly)	3% TRF	Salary with 3% TRF
0-1	1.2	1.00000	\$34,051	\$21.94	1.03	\$35,073
1-2	2.2	1.04000	\$35,413	\$22.82	1.03	\$36,475
2-3	3.2	1.08000	\$36,775	\$23.70	1.03	\$37,878
3-4	4.2	1.12000	\$38,137	\$24.57	1.03	\$39,281
4-5	5.2	1.16000	\$39,499	\$25.45	1.03	\$40,684
5-6	6.2	1.20000	\$40,861	\$26.33	1.03	\$42,087
6-7	7.2	1.24000	\$42,223	\$27.21	1.03	\$43,490
7-8	8.2	1.28000	\$43,585	\$28.08	1.03	\$44,893
8-9	9.2	1.32000	\$44,947	\$28.96	1.03	\$46,295
9-10	10.2	1.36000	\$46,309	\$29.84	1.03	\$47,698
10-11	11.2	1.40000	\$47,671	\$30.72	1.03	\$49,101
11-12	12.2	1.44000	\$49,033	\$31.59	1.03	\$50,504
12-13	13.2	1.48000	\$50,395	\$32.47	1.03	\$51,907
13-14	14.2	1.52000	\$51,758	\$33.35	1.03	\$53,311
14-15	15.2	1.56000	\$53,120	\$34.23	1.03	\$54,714
15-16	16.2	1.60000	\$54,482	\$35.10	1.03	\$56,116
16-17	17.2	1.64000	\$55,844	\$35.98	1.03	\$57,519
17-18	18.2	1.68000	\$57,206	\$36.86	1.03	\$58,922

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.

Salary Schedule: Class IV Kindergarten Teachers only

Effective June 27, 2011 – June 30, 2013

INDEX SCHEDULE FOR 2011-2012 and 2012-2013

Class IV - Master's Degree

		\$34,051	Base			
Years	Step	Index	Index X Base	(hourly)	3% TRF	Salary with 3% TRF
0-1	1.3	1.10000	\$37,456	\$24.13	1.03	\$38,580
1-2	2.3	1.14588	\$39,018	\$25.14	1.03	\$40,189
2-3	3.3	1.19176	\$40,581	\$26.15	1.03	\$41,798
3-4	4.3	1.23764	\$42,143	\$27.15	1.03	\$43,407
4-5	5.3	1.28352	\$43,705	\$28.16	1.03	\$45,016
5-6	6.3	1.32940	\$45,267	\$29.17	1.03	\$46,625
6-7	7.3	1.37528	\$46,830	\$30.17	1.03	\$48,235
7-8	8.3	1.42116	\$48,392	\$31.18	1.03	\$49,844
8-9	9.3	1.46704	\$49,954	\$32.19	1.03	\$51,453
9-10	10.3	1.51292	\$51,516	\$33.19	1.03	\$53,061
10-11	11.3	1.55880	\$53,079	\$34.20	1.03	\$54,671
11-12	12.3	1.60468	\$54,641	\$35.21	1.03	\$56,280
12-13	13.3	1.65056	\$56,203	\$36.21	1.03	\$57,889
13-14	14.3	1.69644	\$57,765	\$37.22	1.03	\$59,498
14-15	15.3	1.74232	\$59,328	\$38.23	1.03	\$61,108
15-16	16.3	1.78820	\$60,890	\$39.23	1.03	\$62,717
16-17	17.3	1.83408	\$62,452	\$40.24	1.03	\$64,326
17-18	18.3	1.88000	\$64,016	\$41.25	1.03	\$65,936

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.

Article 17: 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 June 27, 2011, and shall continue in effect through June 30, 2013.
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.

C. Printing of Contract

1. The Administration shall bear the cost of printing the master contract for all teachers. The Administration shall provide the Association with 200 copies of the master contract each contract year.

Fort Wayne Education Association, Inc.

Board of School Trustees of Fort Wayne
Community Schools

By: _____
Al Jacquay II
Its President

By: _____
Mark GiaQuinta
Its President

By: _____
Kim Hunter
Its Secretary

By: _____
Becky Hill
Its Secretary

By: _____
Steve Brace
UniServ Director

By: _____
Wendy Robinson
Superintendent

Charles Cammack, Jr.
Co-Spokesperson
Negotiation Committee

William Sweet
Co-Spokesperson
Negotiation Committee

Dated this 27th day of June, 2011.

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