

MASTER CONTRACT
BETWEEN
THE BOARD OF TRUSTEES
OF THE
WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION

AND
THE WESTERN BOONE TEACHERS ASSOCIATION

July 1, 2015-June 30, 2017

THIS CONTRACT ENTERED INTO THIS 14th DAY OF September 2015 BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION, HEREINAFTER CALLED THE "BOARD", AND THE WESTERN BOONE TEACHERS ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

ARTICLE I
RECOGNITION

The Board recognizes the Western Boone Teachers Association as the exclusive representative of CERTIFICATED school employees in the following bargaining unit:

All full-time CERTIFICATED employees as defined in Indiana's Collective Bargaining Law, IC 20-29-2-4, in the Western Boone County Community School Corporation except for:

- Superintendent;
- Business Manager
- Director of Curriculum
- Principals;
- Assistant Principals;
- Athletic Director;
- Coaches with Corporation-wide Responsibilities including:
 - Head Football Coach;
 - Head Basketball Coaches;
- Certificated employees holding positions for which no certification is required.

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ARTICLE II

DEFINITIONS

As used in this Contract:

1. "Board" means the Board of School Trustees of the Western Boone County Community School Corporation and any person(s) authorized to act for said body in dealing with its employees;
2. "School Corporation" means the Western Boone County Community School Corporation of the County of Boone of the State of Indiana;
3. "Certificated School Employees" and "teacher(s)" mean the certificated personnel employed by the Board in the bargaining unit as defined in Article I of this Contract;
4. "School Employee Organization" means any organization which has said certificated school employees as members and one of whose primary purposes is representing said certificated school employees in dealing with the Board, and includes any person or persons authorized to act on behalf of such organization;
5. "Association" means the school employee organization which has been certified or recognized as the exclusive representative of said certificated school employees, or the person or persons duly authorized to act on behalf of such representative;
6. The masculine gender shall include the feminine wherever required by the context in which a specific provision of this Contract is applied.

Salary System
July 1, 2015-June 30, 2017

Part I.

Salary

The compensation model bargained is the B.A.R.I.C. (Bargaining, Analyzing, Researching Information for Compensation) Program.

Under IC 20-28-9-1, a compensation model must use a combination of the following factors: Teacher Evaluation, Leadership, Meeting Academic Needs of Students. This model maintains a salary schedule using teacher evaluation and degree attainment as criteria for movement.

Under IC 20-28-11.5, a teacher rated ineffective or improvement necessary may not receive any raise or increment for the following year.

Movement on the salary schedule can occur for two (2) reasons. There is no diagonal movement. Movement can only occur to the right or down. Once a teacher reaches a column, the teacher will remain in that column until the teacher meets the requirements listed to move to another column to the right.

1. Movement down one (1) row (2.4% increase)
 - a. If the teacher is not eligible for a column change due to degree or hours attainment, the teacher will move down one (1) row in the column s/he is currently placed for being effective or highly effective.
2. Movement over to the right one (1) column (2.4% plus 1.1555% increase)
 - a. If the teacher qualifies for column change for degree or hours attainment, and,
 - b. If the teacher is rated as effective or highly effective.

Teacher must teach at least 120 days to be eligible for movement on salary system chart.

Substitute teachers that work more than 15 continuous days, will be placed on the salary system chart at the discretion of the Superintendent. IC 20-28-9-7(b)

New Teachers will be placed on Salary System Chart based on Superintendent's discretion.

Teachers with less than 120 days will move one performance step following two years of teaching (if total is more than 120 days) and highly effective or effective performance.

A \$500 stipend will be given in school years 2015-2016 and 2016-2017 for top end certified staff row 20. Staff must have been in row 20 for at least one school year to get this stipend. This payment will be made with the movement of certified staff on the salary system for those that are highly effective and effective.

Row	BS	BS + 15	MS	MS + 15
1	36000	37290	38625	40009
2	36864	38185	39552	40969
3	37749	39101	40502	41952
4	38655	40039	41474	42959
5	39582	41000	42469	43990
6	40532	41984	43488	45046
7	41505	42992	44532	46127
8	42501	44024	45601	47234
9	43521	45080	46695	48368
10	44566	46162	47816	49529
11	45635	47270	48963	50717
12	46731	48405	50139	51935
13	47852	49566	51342	53181
14	49001	50756	52574	54457
15	50177	51974	53836	55764
16	51381	53221	55128	57103
17	52614	54499	56451	58473
18	53877	55807	57806	59876
19	55170	57146	59193	61313
20	55470	57446	61000	61613

Part II.

Compensation Model

1. Teachers must achieve effective or highly effective status on summative evaluation in order to receive additional compensation.
2. Teachers must teach at least 120 days in order to receive additional compensation.
3. If there is not annual State Performance Grant dollars available, this Compensation Model will be in effect if cash balance on December 31 is greater than the previous year's cash balance by \$25,000. The allocated amount to will be \$25,000.
4. Teachers earning additional compensation will be paid in a lump sum stipend in January following the summative teacher evaluation of teachers from the previous school year.
5. Only teachers that taught at least 120 days the previous school year, and were highly effective or effective will be entitled to additional compensation since all scores will be based on the previous school year.
6. New teachers will be eligible to receive additional compensation following a full school year of employment and evaluation.
7. Teachers that retire in May the previous school year will not be eligible for Performance Grant or Compensation dollars.
8. Teachers who resign the previous school year will not be eligible for Performance Grant or Compensation in January.
9. Only those teachers employed on December 1st, the year of distribution, will receive Compensation or Performance Grant dollars.

Western Boone Compensation Model

Step 1	Factors used to determine Compensation																				
	(A factor of one will be the maxium amount to achieve each year).																				
	A. Additional Credit hours/degrees (from 0 to .33)																				
		BS=.13		MS=.33																	
	B. Evaluation Rating																				
		0.67																			
		Evaluation of 2.5 or higher =.67 (effective and highly effective)																			
		Evaluation of under 2.5= 0 (improvement necessary & ineffective)																			
	C. Other Criteria																				
		Must complete a minimum of 120 days of service annually to be eligible																			
		An evaluation of " improvement necessary " or " ineffective" does not qualify for an increase																			
	Compensation Examples																				
		Teacher As (35) : Provides 120 days of instruction, has BS+0 scores 2.5 or higher on evaluation																			
		Teacher Bs (1) : Provides less than 120 days of instruction, has BS scores 2.5 or higher on evaluation																			
		Teacher Cs (50) : Provides 120 days of instruction, has MS scores 2.5 or higher on evaluation																			
		Teacher Ds (2) : Provides 120 days of instruction, has MS scores 2.1 on evaluation																			
	Step 2: Calculation of Teacher Compensation Determined by Prior Year Performance																				
						<u>Teacher As</u>	<u>Teacher B</u>	<u>Teacher C</u>	<u>Teacher D</u>		<u>Total Factor</u>										
		Additional degrees				0.13	0	0.33	0												
		Evaluation rating				0.67	0	0.67	0												
		Total of sub factors				0.8	0	1	0												
						X 35 teachers		X 50 teachers				78									
	Step 3: Amount of General Fund Dollars Available for Compensation																				
		\$ 25,000.00																			
	Step 4: Individual Teacher Compensation																				
		Teacher As	=	28	divided by	78	=	0.36	x	\$25,000	=	\$ 9,000	divided by	35	\$ 257						
		Teacher Bs	=	0	divided by	78	=	0.00	x	\$25,000	=	\$ -									
		Teacher Cs	=	50	divided by	78	=	0.64	x	\$25,000	=	\$ 16,000	divided by	50	\$ 320						
		Teacher Ds	=	0	divided by	78	=	0.00	x	\$25,000	=	\$ -									
												total	\$ 25,000								

B. Co-curricular Pay Schedule

Teachers accepting an assignment to co-curricular duties, as determined by the Board and provided herein, shall be paid in addition to their basic salary the amount(s) stipulated herein. The stipend includes pay for services rendered before school starts, during vacation periods, and after school closes according to the assignment of the Board.

WEBO EXTRA CURRICULAR			
ATHLETIC SUPERVISORS:		2014-2015	
	Asst Sports Dir	2278	
	Asst Sports Dir	2278	
	JH / Youth Sports Director	2100	Plus IA Paid Position
BASEBALL			
	Varsity	3498	
	Varsity Assistant	1965	
	JV	1653	
BASKETBALL - BOYS:			
	Varsity Asst	3420	
	Reserve	3249	
	Freshman	2461	
	8th Gr Head	1957	
	7th Gr Head	1957	
	8th Gr Asst	1278	
	7th Gr Asst	1278	
	6th Gr - Wells	Volunteer	
	6th Gr - Ttown	Volunteer	
	5th Gr - Wells	Volunteer	
	5th Gr - Ttown	Volunteer	
	Summer Basketball Camp	Non-Paid	
BASKETBALL - GIRLS:			
	Varsity Asst	3420	
	Reserve	3249	
	Freshman	2461	
	8th Gr Head	1957	
	7th Gr Head	1957	
	8th Gr Asst	1278	
	7th Gr Asst	1278	
	6th Gr - Wells	Volunteer	
	6th Gr - Ttown	Volunteer	
	5th Gr - Wells	Volunteer	
	5th Gr - Ttown	Volunteer	
	Summer Basketball Camp	Non-Paid	
CROSS COUNTRY:			
	Varsity	2310	
	Jr High	1201	
FOOTBALL:			
	Asst Varsity	3294	
	Asst Varsity	3294	
	Asst Varsity	3294	
	Reserve	2585	
	Reserve	2585	
	8th Head Coach	1820	
	7th Head Coach	1820	
	8th Asst	1356	
	7th Asst	1356	
	Summer Football Camp	Non-Paid	
GOLF:			
	Boys Varsity	2289	
	Girls Varsity	2289	
	Coed Jr High	1081	
SOCCER:			
	Varsity - Boys	3205	
	Varsity - Girls	3205	
	JV - Boys	1785	
	JV - Girls	1785	
	Jr Hi - Boys	1232	
	Jr Hi - Girls	1232	
	Summer Soccer - Boys	Non-Paid	
	Summer Soccer - Girls	Non-Paid	

<u>SOFTBALL:</u>					
	Varsity		3498		
	Varsity Asst		1965		
	JV		1653		
<u>SWIMMING:</u>					
	Varsity - Head Boys		2367		
	Varsity - Head Girls		2367		
	Varsity Asst - Boys		1106		
	Varsity Asst - Girls		1106		
	Jr Hi Head Coach		1561		
	Jr Hi Asst		1031		
	Aquatics Director		2100		
	Summer Swim Program		Non-Paid		
<u>TENNIS:</u>					
	Varsity - Boys		2306		
	Varsity - Girls		2306		
	Asst Varsity - Boys		1362		
	Asst Varsity - Girls		1362		
	Jr Hi - Boys		916		
	Jr Hi - Girls		916		
	Summer Tennis Camp		Non-Paid		
<u>TRACK:</u>					
	Varsity		3479		
	Varsity Asst		1827		
	Varsity Asst		1827		
	Varsity Asst		1827		
	Jr Hi - Boys		1316		
	Jr Hi - Boys Asst		987		
	Jr Hi - Girls		1316		
	Jr Hi - Girls Asst		987		
<u>VOLLEYBALL:</u>					
	Varsity		4050		
	Reserve		2892		
	Asst		1582		
	8th Gr Head		1644		
	7th Gr Head		1644		
	8th Gr Asst		1032		
	7th Gr Asst		1032		
	6th Gr - Wells		Volunteer		
	6th Gr - Ttown		Volunteer		
	5th Gr - Wells		Volunteer		
	5th Gr - Ttown		Volunteer		
	Summer Volleyball Camp		Non-Paid		
<u>WRESTLING:</u>					
	Varsity - Head		3205		
	Varsity - Asst		2098		
	Jr Hi Head		1666		
	Jr Hi Asst		1138		
	Elementary		Volunteer		
<u>WEIGHT PROGRAM:</u>					
	Summer Weight Program		2371		

Fall Play - Director		1089			
Fall Play - Asst		500			
Spring Musical Director		1500			
Spring Musical - Asst		700			
Yearbook		Non-Paid			
Class Sponsor 12		832			
Class Sponsor 12		832			
Class Sponsor 11		1066			
Class Sponsor 11		1066			
Class Sponsor 10		375			
Class Sponsor 9		375			
Class Sponsor 8		375			
Class Sponsor 7		375			
Dept Coordinator					
English		1200			
Fine Arts		956	(Band, Choir, Art)		
Foreign Language		956			
Guidance		956			
Math		1200			
Physical Education		956			
Science		956			
Social Studies		956			
Special Education		956			
Vocational		956	(Ag, Bus, FACS, Tech)		
Music:					
Auditorium Manager		1091			
Summer Band Assistants		1000			
Band Director (School Year)		2453			
Choir Director (School Year)		2453			
Other:					
Pep Club		557			
Cheerleader Sponsor - Varsity		2036			
Cheerleader Sponsor - JV		1504			
Cheerleader Sponsor - 8th Gr		1033			
Cheerleader Sponsor - 7th Gr		1033			
Cheerleader Sponsor - G Wells	Volunteer				
Cheerleader Sponsor - Ttown	Volunteer				
Club Sponsors:					
Art		557			
Dance - HS		1505			
Dance - Jr Hi or Asst		700			
Ecology		557			
FFA		557			
FCCLA - (FACS)		557			
FCA		557			
Honor Society		557			
Key Club		557			
Foreigh Interest Club		557			
Peer Tutoring		Non-Paid			
Spell Bowl		Non-Paid			
Student Council - High School		557			
Student Council - Jr Hi		557			
Sunshine Society		557			
AMP (mentor program)		766			
AMP (mentor program)		766			
Brain Game Sponsor		557			
Brain Game Sponsor		557			
Radio TV Production Sponsor		2428			
Elementary Clubs - Thorntown					
Club - Math Bowl		426			
Club - Spell Bowl		426			
Club - Student Countil		426			
Club - Yearbook		426			
Elementary Clubs - Granville Wells					
Club - Spell Bowl		426			
Club - Math Bowl		426			
Club - Student Countil		426			
Club - Yearbook		462			

Supplemental 5% Payment Schedule

1. Varsity coach receives additional 5% of their coaching ECA stipend if during such year, the Varsity team wins its conference championship.
2. Varsity coach receives an additional 5% if, during such year, the Varsity team appears in IHSA State Tournament Regional and an additional 5% for an appearance in the IHSA Semi-State and State Championship games.
3. Varsity coach receives an additional 20% if, during such year, the Varsity team wins the IHSA State Championship.

It is further understood that if one (1) person is appointed by the Board to fill two (2) positions (Examples: varsity coach also fills assistant coach position in the same sport; sponsor also fills co-sponsor position, and the like), then the person shall receive the stipend for the varsity (or sponsor) position plus one-half (1/2) the stipend for the assistant (or co-sponsor) position.

Summer Instructional Classes for Credit Teacher's Hourly Rate of Pay	
Summer Elementary Classes	Teacher's Hourly Rate of Pay
Summer Band Director	Teacher's Hourly Rate of Pay
Homebound Teacher	\$21/hr.

C. Retirement Benefits

Accumulated Sick Days

The Western Boone County Community School Corporation shall provide a severance benefit upon retirement of \$85 per day of actual unused accumulated sick leave up to a maximum of 120 days contingent upon the following eligibility criteria:

1. A teacher must be eligible to receive pension benefits from the Indiana State Teachers' Retirement Fund;
2. A teacher must provide on or before January 31st of the year of retirement written notice to the Superintendent of his/her intention to sever employment and the date thereof. In the event an eligible teacher fails to give the aforementioned required notice, the severance payment will be delayed one (1) year;
3. Should any eligible employee who has given such notice or is otherwise retirement eligible die prior to receiving this severance benefit, this benefit shall be paid to the employee's designated beneficiary or estate; and
4. The severance payment shall be made in one lump sum payment into the employee's 403(b) account on the first scheduled employer payroll date immediately after the employee's last work day.

Retirement Health Insurance Benefits

1. The Board will pay the amount of the Board's contribution of a single health insurance plan, reduced by the amount of any Section 457 Plan distribution described in paragraph 3 below, toward the school's group health insurance premiums for retiree who are eligible for retirement benefits under Article III, Section C, 4 a and b and participate in the group health insurance plan, from the date of their early retirement until such time as the retiree becomes eligible for Medicare/Medicaid or age 65, whichever is sooner, and in no event to exceed a maximum of 10 years.
2. A Section 457 Plan shall be established by the Board for eligible employees. The Board shall contribute each year to the Section 457 Plan in the name of each eligible employee an amount which is equal to one-half percent (1/2%) of such employee's base salary for the school year 2003-04. To the extent permitted by law, an eligible employee will be permitted to make contributions to the Section 457 Plan.
3. The contributions by the Board into the Section 457 Plan for an eligible retiree (4, a and b) and interest of such contributions shall be distributed and used exclusively to pay the Board's portion on the retiree's group health insurance premiums provided for in this Section for those retirees who participate and remain in the group health insurance. A retiree who leaves the group health insurance plan may use the funds in his or her Section 457 Plan account for any purpose authorized by the Plan.
4. A teacher who retires from teaching while employed in this school corporation may continue to participate in this school corporation's group medical insurance plan provided said teacher meets all of the following requirements and provisions:

- a. Is at least age 55 but not more than age of full Social Security benefits;
- b. Has not less than 10 years teaching experience in this school corporation;
- c. Remits the full, total premium minus the Board's single plan contribution to the school corporation's business office prior to the due date each month

D. Mileage

Reimbursement for authorized travel shall be at the current allowable IRS rate as of December 31 of the preceding year per approved mile.

E. Salary Adjustment

Teachers expecting changes in salary lane classification must notify the office of the Superintendent in writing including transcripts, not later than the first teacher work day of the school year.

F. Indiana State Teachers Retirement Fund

Beginning effective not later than January 1, 1991, the amounts contained in (1) the salary schedule herein contained in Article III, Paragraph A, (2) the Co-curricular pay schedule herein contained in Article III, Paragraph B, (3) the leave incentive herein contained in Article V, Section K, and (4) to the extent allowed by law, the additional retirement pay herein contained in Article III, Paragraph C include three percent (3.00%) of said amounts to be paid directly to the Indiana State Teachers Retirement fund by the Board on behalf of each affected teacher for payment of the teacher's share of such retirement contribution. Thus the individual teacher's contract for each affected teacher shall be written for the amount of compensation payable which is less the said three percent (3.00%).

ARTICLE IV

Hours

1. In the event that the Board requires a teacher to work more than the days specified under a regular or temporary contract, the Board shall compensate such teacher at his per diem salary rate for each day in excess of the days specified under a regular or temporary contract, with the understanding that this provision does not apply to time required to perform designated additional services for which additional pay is received.
2. Secondary preparation periods shall be equal to one (1) class period. Teachers who agree to teach during their preparation period shall receive an amount equal to one (1) class period (1/7 of a 7 period day) of their daily rate.

ARTICLE V

Salary and Wage Related Fringe Benefits

A. MEDICAL/HOSPITALIZATION INSURANCE

The Board will pay toward the cost of a twelve (12) month hospital, surgical, and medical care type insurance for each full-time teacher employed under regular contract and enrolled in the school corporation's group medical insurance plan. The amounts specified below will be paid to such insurance company or companies as is determined and selected by the Board, with the teacher not paying less than one dollar (\$1.00) per year.

Board payment per teacher:

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>Sept 2011</u>	<u>Sept2015</u>
Employee Single Coverage:	\$3,325/yr	\$3,425/yr	\$3,425/yr	\$3,925/yr	\$4,452/yr
Employee Family Coverage:	\$6,790/yr	\$6,890/yr	\$6,890/yr	\$7,390/yr	\$8,150/yr

Teachers who choose to enroll in the school corporation's group medical insurance plan must notify the office of the Superintendent in writing, *not later than August 31 of their desire to participate in said insurance plan, provided however, that persons employed after said notification dates shall have the opportunity to participate in the insurance plan.*

B. TERM LIFE INSURANCE

The Board will pay toward the cost of group term life insurance in the amount of \$50,000 coverage for each full-time teacher employed under regular contract and enrolled in the school corporation's group term life insurance plan. The cost of the applicable premium, will be paid by the Board to such insurance company as is determined and selected by the Board, with the teacher paying not more than one dollar (\$1.00) per year.

*Subject to stipulations of and approval of the insurance carrier, a teacher who retires from teaching from this school corporation will be allowed to remain on the school corporation's group term life plan at the sole cost to the teacher **until the age of 65.***

C. LONG TERM DISABILITY

All bargaining unit members shall participate in the long term disability plan offered by the Board of Education through the Wabash Valley/West Central Indiana School Trust (WVWCI). The plan document established by the vendor shall provide details of the coverage. The Board of Education will contribute an amount equal to the cost of the premium except for one dollar (\$1.00) to be paid annually by the certified teacher.

D. LEAVE DAYS

1. Each full-time teacher employed under regular contract shall be entitled to an annual allotment of thirteen (13) leave days. Such allotment shall be credited the first day of each school year and unused days shall be accumulated as sick leave to a total of one hundred eighty-two and one half (182.5) days. The teacher's accumulated sick days may be used following use of 13 days and a doctor's note with approval by Superintendent.

Certificated staff with an accumulation of 182.5 days of accumulated sick leave shall be compensated at the end of each school year at the rate of the current daily certified

substitute pay per each unused day above the 182.5 day accumulation. Such payments shall be made in July of each year. This money shall be placed in the teacher's 403(b).

If school corporation revenue in the General Fund exceeds expenditures in the calendar year by an amount between \$6,000 and \$24,000, then the amount of that excess (minus compensation pay), not to exceed \$18,000, shall be made available to fund a buy back of unused accumulated sick leave days on the following terms:

Teachers shall have the option of selling up to ten (10) days of unused accumulated sick leave back to the school corporation at the daily rate of pay for a certified substitute teacher. This option will be offered to teachers in accordance with their seniority (total years of continuous service at Western Boone) in the school corporation, with the teacher with the most seniority having priority to exercise the option, and it shall be available only to the extent of the total amount of money available as set forth above. Payment for these days shall be deposited in the individual teacher's 403(b) plan, and upon payment those sick leave days shall no longer be available to the selling teacher. Said days must have been earned while the teacher has been employed in the school corporation. To participate in the program a teacher must maintain at all times a minimum balance of one hundred (100) days of accumulated sick leave. This method shall continue in successive rounds until the available money remaining less than daily rate of pay for a certified substitute teacher. If more money is available to the school corporation than is needed to fund the buy-backs exercised under this program, the school corporation may retain such money in its General Fund.

2. A teacher employed under regular contract for only a portion of the school year shall be entitled to a proportional number of days (beginning the day they return to full-time status), and unused days shall be accumulative as specified herein.
3. Teachers shall be permitted to take one-half (1/2) day of paid leave which shall be recorded as one-half (1/2) day of paid leave.
4. Certificated staff may, in any academic year, utilize up to five (5) accumulated sick days for emergency family illness or injury (providing a written doctor's note). The staff member must first use all 13 leave days and submit the request to the superintendent. These five days may be used for the medical emergency of only a spouse, children, mother, father, mother-in-law or father-in-law.

E. TEMPORARY DISABILITY LEAVE

A temporary disability leave of absence shall be granted to teachers of this school corporation on the following basis:

1. Application of Provisions

- a. This provision shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration, including major surgery, pregnancy, childbirth, illness, or injury.
- b. In case of a temporary disability cause by pregnancy, said teacher is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, provided said teacher submits with the timely notice, as provided herein, a physician's statement certifying her pregnancy, or a copy of the birth certificate of the newborn, whichever is applicable. If said teacher elects to utilize her personal illness leave under the provision of Paragraph 3 (b) herein, and said leave is exhausted during her temporary disability caused by pregnancy, said teacher may be absent without pay, subject to all other provisions contained herein.

2. Notification

After determination that such leave is imminent, the teacher shall give timely notice to the office of the Superintendent, in writing, of the anticipated date he wishes to commence said leave of absence and anticipated date of return.

3. General Provisions Covering Said Leaves are as follows:

- a. If said teacher desires to continue his duty assignments prior to the commencement of said leave, such notice must include a written statement from his physician, attesting to the teacher's ability to continue performing the full schedule of the duties and responsibilities of his position and assignments. The teacher will be permitted to continue on full active duty until such date, provided he does perform the full duties and responsibilities of his position and assignments and provides, from time to time, upon request of the Board, additional certification from his physician of his ability to continue performing the schedule of the duties and responsibilities of his position and assignments;
- b. Said teacher may elect to utilize his accumulated leave during his period of temporary physical disability, provided a physician's statement and certification of physician disability is submitted to the office of the Superintendent for any said temporary disability absence of more than ten (10) consecutive days. While on said leave, days will be paid only for the number of assigned duty days the teacher is absent which occur during the current contract term, for which a physician certifies said teacher to be physically disabled, limited to the extent of the number of days accumulated by the teacher at the time said leave commences;

- c. In all cases, the Board reserves the right to require an examination by a Board-appointed physician(s) to determine the teacher's fitness (1) to continue performing the full schedule of the duties and responsibilities of his position and assignments, and/or (2) to return to employment and resume the full performance of the duties and responsibilities to which he may be assigned. The cost of such examination shall be borne by the Board;
- d. If said leave extends beyond the first day of May of any year, the granting of said leave by the Board shall not prevent the Board from serving notice to said teacher on or before May 1st that said teacher's contract will not be renewed, nor will the granting of said leave prevent the Board from invoking, initiating, and utilizing the procedures established by law for the cancellation of any indefinite contract with a permanent teacher;
- e. Except for a temporary disability caused by pregnancy as is provided in Paragraph 1 (b) herein, no leave under this provision shall be granted for a period exceeding one (1) year.

F STAFF DEVELOPMENT LEAVE

Teachers may be granted leave with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

G. JURY DUTY LEAVE

When requested, a teacher may serve on jury duty. The Board shall pay the teacher his full salary provided that such teacher agrees to return to the Board all pay received for serving on such jury.

H. BEREAVEMENT LEAVE

- 1. In the case of death in the immediate family of a regularly employed teacher, the teacher is entitled to be absent without loss of compensation. The number of days provided shall be five (5) days within a seven (7) calendar day period beginning with the day of death or the day following such death at the employee's option. Scheduled vacation days shall not extend bereavement leave. The purpose of such leave is for attendance at last rites and attending to other personal matters of the immediate family, provided, however, that said teacher is performing duties as assigned by the Board under a valid teachers contract.
- 2. This provision shall not be construed to mean five (5) consecutive calendar days for each member of the immediate family if two (2) or more deaths arise immediately out of the same occurrence. If more than one (1) death in the immediate family should occur, five (5) full consecutive calendar days shall be granted for each, limited only by the immediate death provision specified above.
- 3. In the case of death of other family members and/or close friends, the teacher is entitled to be absent without loss of compensation for one (1) day, limited, however, to a total of only two (2) days for such use in any one (1) year.

4. "Immediate family" shall be interpreted as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step children, or any other member of the family unit living in the same household no matter what degree of relationship.

I. LEAVE OF ABSENCE WITH INSURANCE BENEFITS

1. If allowed by the insurance carrier, a full-time teacher on leave of absence may choose to continue in this school corporation's group insurance program(s) provided the teacher remits the full, total premium to the school corporation's business office prior to the due date each month.

J. NON-USE OF LEAVE

During the school year, a teacher who uses:

1. Zero (0) days of his leave days shall receive \$200; or
2. One-half (1/2) day, but not more than two (2) days, of his leave days shall receive \$150.

Such additional pay for which a teacher qualifies shall be paid not later than July 31 after the close of the school year.

K. SICK LEAVE BANK

A voluntary sick leave bank shall be established whereby a certificated school employee, as defined herein in Article I, who is absent from assigned duties due to personal illness (**defined as catastrophic illness/injury as used here means an illness or injury of long duration or an illness that results in frequent recurrence of the same symptoms as distinguished from acute or short-term illness**) and who has utilized all other paid leave benefits of whatever nature may petition a committee, as established below, for allowance of additional paid sick leave days from the bank under the following conditions:

1. A teacher in his or her first year of employment in this School Corporation shall have fifteen (15) days from the date of initial duty assignment, or until September 15th of the school year of hire, whichever is later, to enroll in the bank by contributing one (1) leave day to the bank.

Later enrollment in the sick leave bank by teachers not enrolling in their first year of eligibility shall be available only when the committee opens the bank for new enrollment and/or accumulation of additional bank days needed to support the program.

2. To remain enrolled in the bank and be eligible for benefits hereunder, the teacher must also agree to contribute additional leave days when and in amounts determined by the committee to be needed to support the then anticipated needs of the program.

3. A teacher enrolled in the bank may be found by the committee to be eligible for and granted days from the bank under the following conditions:
 - a. The teacher must have utilized and exhausted all paid leave benefits of whatever nature.
 - b. Written certification will be provided from said teacher's physician substantiating the illness and certifying that the absence will continue during a period of at least ten (10) consecutive days following the utilization and exhaustion of all said paid leave benefits as provided herein;
 - c. Written application must be made no later than ten (10) days after exhaustion of said paid leave benefits; and
 - d. The teacher must have been absent for at least ten (10) consecutive duty days after exhaustion of said paid leave benefits.
 - e. After determining eligibility for sick leave bank benefits as set forth above, the committee shall have the discretion to allow such benefits for continuing but intermittent periods of absence that are related to the condition certified by the physician.
4. A three (3) member sick leave bank committee shall be established to administer the bank, including the determination of whether additional days are needed in the bank, the eligibility for participation, and to process and consider requests for benefits hereunder. The committee shall be composed of two (2) persons appointed by the Association and one (1) person appointed by the Superintendent.
5. Days allotted by the committee to an individual teacher shall be available for use beginning with the fifth (5th) consecutive day of absence after exhaustion of the teacher's paid leave benefits, and subject to the proviso that any allotment to an individual teacher may not exceed 60 school days.
6. Any days granted by the committee to an individual teacher shall terminate effective the earliest date as hereinafter provided:
 - a. The day after the last day of employment for the school year during which sick leave bank days were allowed, or
 - b. The day after the last day of allotted number of days granted by the committee, or
 - c. Except for continuing but intermittent periods of absence allowed by the committee under sub-paragraph 3(e), the first day of return to active duty subsequent to the granting of days by the committee.

L. IRS SECTION 125

A teacher may participate in this School Corporation's flexible benefits plan, with all user fees paid by the participating teacher(s). Such 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: The employee share of group insurance premiums; medical care reimbursement accounts; dependent care assistance accounts; and other benefits provided through the plan.

M. 403 B

A 403 B plan shall be established for all certificated employees beginning with the 1996-97 school year. Each teacher shall have contributed to a 403 B plan in their name an amount as per this section. Teachers shall have the right to match the board's contribution or to invest more up to the amount allowed by law. Contribution amount:

<u>Service in Western Boone School Corp.</u>	<u>2008</u>	<u>2009</u>	<u>2015</u>
0-5	\$850	\$850	\$850
6-10	\$900	\$900	\$900
11+	\$950	\$950	\$950

Carrier to be determined by the board after discussion with the Association.

Beginning in January 1999, each certified employee, regardless of years experience in the Western Boone Community Schools, who is forty-five (45) years old shall receive additional 403-B contributions as specified in the information below. These employees must match the Board's contribution on a one to two (1 to 2) or fifty percent (50%) of the Board's contribution in order to receive this benefit. Certified employees who have notified the school corporation of retirement at the end of the 1998-99 school year shall not be eligible for the additional 403-B contributions listed below.

For the purposes of this article the age shall be determined as of July 1 of each year with the base year being July 1, 1998. Therefore, a teacher who was age 45 as of July 1, 1998 would be considered age 45 for this section.

A certified employee who is 45 at the time of this agreement will receive an additional \$600 each year of 403-B benefits until they discontinue employment with Western Boone and/or retire. This amount will not change unless negotiated by the Board and Association. A certified employee who is 46 as defined above will receive \$700 with the same restrictions as listed above. A certified employee at 47, \$800; 48, \$900; 49 and above will receive \$1,000. These benefits will begin January 1, 1999 and will be based on a calendar year.

Certified employees of 44 (in the base year) and under as defined above will not be eligible for this benefit.

N. FMLA

During the time an employee is on leave under the Family Medical Leave Act (12 weeks), the premiums paid by the Corporation for Life and Long Term Disability shall continue. Teachers must submit a doctor's note stating the illness and length to be absent from work. In order to be paid, teacher must first use current personal days and then may use accumulated days per doctor's note stating length of medical leave.

ARTICLE VI

Grievance Procedure

This Grievance Procedure, hereinafter referred to as "Procedure", stipulates the conditions under which and the procedures by which grievances alleged by certain certificated school employees as defined in the Contract shall be processed. If any grievances arise, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following grievance procedures.

I. Definitions

As used in the Procedure:

1. "grievance" means, and shall be limited to, an alleged violation of an express article or section of this written Contract, except where such article or section is exempt from this Procedure;
2. "superintendent" means the chief administrative officer of the school corporation, or any person(s) designated by him to act in his behalf in dealing with school employees;
3. "grievant" means the certificated school employee directly affected by the alleged violation making the claim;
4. "days" means school days during the school year, provided, however, that "days" means week days during the summer recess (excluding Saturday and Sunday).

II. Structure

1. Nothing herein contained shall be construed as limiting the right of any certificated school employee having a grievance to proceed independently of this Procedure, provided, however, utilization of any such independent procedure shall bar subsequent use of this Procedure for settlement of said grievance.
2. The grievant may be represented by any person(s) of his own choosing at all levels of the Procedure, limited however, to a total of two (2) representatives.
3. There shall be no additional evidence, material, allegation, or remedy submitted to the grievant or his representative during the grievance process, once a formal grievance has been filed at Formal Level One.

III. Procedure

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

A. Informal Grievance

Within seven (7) 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 his principal or immediate

supervisor or his designee by meeting with him individually in an informal manner during non-teacher hours. The grievant may be accompanied by a representative as provided herein, provided his principal or immediate supervisor is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level (s). Within seven (7) days after presentation of the grievance, the principal or immediate supervisor or his designee shall give his answer orally to the grievant.

B. Formal Grievance

1. Level One

- a. 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 with the principal or immediate supervisor or his designee in writing, signed by the grievant, on the appropriate form provided by the Board. 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 said articles or section, and shall indicate the specific relief requested.
- b. Within seven (7) days after receiving the written grievance the principal or supervisor or his designee shall communicate his answer in writing to the grievant.

2. Level Two

- a. 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 said appeal is filed with the Superintendent within ten (10) days of the receipt of the written answer at Level One or within seventeen (17) days after presentation of the grievance at 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 supervisor or designee involved.
- b. The grievant shall submit the written claim, signed by him, to the Superintendent of Schools. 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(s) prior to the rendering of the written decision, and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the Superintendent determines further investigation is necessary.

3. Level Three

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 submit the grievance to the Board provided the grievant files said written appeal with the Board within seven (7) days of the receipt of the Superintendent's written answer, or, if no written decision has been rendered by the Superintendent either within seventeen (17) days or within thirty-one (31) days after presentation of the grievance at Level Two, whichever is

applicable. Upon receipt of said appeal, the Board shall consider and finally rule on the disposition of the grievance.

4. Miscellaneous Provisions

1. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
3. All necessary forms for grievance procedures set forth in this Procedure shall be provided by the Board.
4. 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 said time limits be extended by mutual written 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 said grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.
5. 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.
6. No certificated school employee shall use this Procedure to appeal any decision by the Board or administration for which there is another remedial procedure or forum established by law or by regulation having the force of law.
7. No certificated school employee shall use this Procedure to appeal any decision by the Board or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
8. Certificated school employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
9. This procedure supersedes and cancels all previous grievance policies or procedures, verbal or written or based on alleged past practices or procedures, and constitutes the entire procedure for the processing of grievances.

ARTICLE VII

Term and General Provisions

MASTERS LEVEL

Beginning January 1, 2014, only a licensed Masters Degree (M.S.) will move a teacher to the Masters level on the Salary System. Courses must be graduate level for M.S. degree and M.S.+15

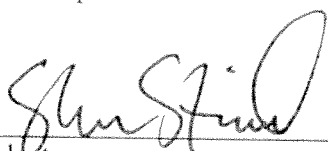
CONTRACT EXECUTION

This Contract is made and entered into at Thorntown, Indiana, on this 14th day of September 2015, by and between the Board of School Trustees of the Western Boone County Community School Corporation, County of Boone, State of Indiana, party of the first part, heretofore referred to as the "Board", and the Western Boone Teachers Association, party of the second part, heretofore referred to as the "Association".

This Contract is so attested to by the parties whose signatures appear below:

Board of School Trustees of the
Western Boone County Community
School Corporation

Western Boone Teachers
Association



President



President



Secretary



Secretary



Chief Negotiator



Chief Negotiator