

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

AND  
THE WESTERN BOONE TEACHERS ASSOCIATION

July 1, 2019 to June 30, 2020

THIS CONTRACT ENTERED INTO THIS 11th DAY OF NOVEMBER 2019 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".

Tentative Agreement

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;  
Director of Business and Technology  
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.

Tentative Agreement

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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. "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;
5. The masculine gender shall include the feminine wherever required by the context in which a specific provision of this Contract is applied.

### **Legal Rights and Limitations**

If any provisions of this Agreement or any applications of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## Article III

### Salary System July 1, 2019 - June 30, 2020

#### Part I.

#### Salary

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

Under IC 20-28-9-1.5, a compensation model must use a combination of the following factors:

- Years of experience
- Possession of an additional content area degree or content hours beyond the requirements for employment.
- Evaluation results
- Assignment of instructional leadership roles
- Academic needs of students in the corporation

Salary Increase Factors:

This model maintains a salary schedule using:

- a. Across the Board increase under the Evaluation factor: The Salary Schedule reflects a 4.5% base salary increase for all teachers rated highly effective/effective.
- b. Movement within the salary schedule:
  1. Teacher evaluation for vertical movement for all teachers rated highly effective/effective
  2. Education: Additional hour or degree attainment and possession in content area for horizontal movement. Per the Indiana Department of Education, the definition of “content area” is a subject or field of knowledge or expertise that appears on a license that reflects that the license holder has met necessary testing and/or preparation/training requirements. Under the licensing rules found at 511 IAC the term “content area” describes instructional areas (examples: math, language arts, science, etc), school services areas (examples: school counselor, school nurse, etc), and administrative areas (examples: building level administration, district level administrator: director of career and technical education, etc).

Teachers rated ineffective or improvement necessary (except those exempted per IC 20-28-9-1.5 (f) are not placed on the new schedule and remain at their prior year’s salary; and eligible teachers are placed on the new schedule at their 2018-19 column/row. A teacher that returns to a rating of effective or highly effective after being rated ineffective or needs improvement in a prior year will not return to the salary schedule but will receive the same increase that other eligible teachers receive.

Newly hired teachers will be placed on the same column/row in which they were hired but will receive corresponding base pay.

Under IC 20-28-9-1.5(c), the amount that would otherwise have been allocated for the salary increase of teachers rated ineffective or needs improvement shall be allocated for compensation to teachers rated effective or highly effective.

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. A new teacher (hired for the 2019-2020 school year) will be placed but may not move on the new salary schedule.

1. Movement down one (1) row (2.4%)
  - 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 1.18%)
  - 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.

Eligibility Criteria: A Teacher must teach at least 120 days to be eligible for movement on salary system chart. A year of experience is defined as at least 120 contract days.

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)

Full-time teachers rated effective or highly effective with 120 days teaching in the past two years are eligible for increases. An example of this would be a teacher who misses days due to FMLA and is unable to be present 120 days in a single year.

<b>Row</b>	<b>BS</b>	<b>BS + 15</b>	<b>MS</b>	<b>MS + 15</b>
<b>A</b>	38948	40343	41787	43283
<b>B</b>	39883	41311	42790	44322
<b>C</b>	40840	42302	43817	45385
<b>D</b>	41820	43317	44868	46475
<b>E</b>	42824	44357	45945	47590
<b>F</b>	43852	45422	47048	48732
<b>G</b>	44904	46512	48177	49902
<b>H</b>	45981	47628	49333	51099
<b>I</b>	47086	48771	50517	52326
<b>J</b>	48216	49942	51730	53581
<b>K</b>	49372	51140	52971	54867
<b>L</b>	50557	52368	54242	56184
<b>M</b>	51770	53624	55544	57533
<b>N</b>	53013	54911	56877	58913
<b>O</b>	54286	56229	58242	60327
<b>P</b>	55589	57579	59640	61775
<b>Q</b>	56922	58961	61071	63258
<b>R</b>	58288	60376	62537	64776
<b>S</b>	59687	61825	64038	66331
<b>T</b>	61120	63309	65575	67923

### **Redistribution**

Any teacher who receives a teacher evaluation rating of Ineffective or Needs Improvement shall not receive any increase in salary. The salary increase budgeted for the Ineffective and Needs Improvement teachers will be divided equally amongst the remaining teachers who are not rated needs improvement or ineffective as a one-time stipend.

### **Salary Range**

The salary range for teachers hired at the beginning of 2019-20 is \$37,271 to \$64,997. The Superintendent has the discretion to set the new hire salary within this range, but the salary cannot exceed the salary of a veteran teacher with similar experience and education credentials.

Any salary increase is based on the following criteria: no more than 33.33% of the payment is based upon the teacher gaining additional year of degree or hours in the content area as defined in Article III and no less than 66.67% of the payment is based upon the teacher not receiving a rating of ineffective or needs improvement on the most recent evaluation.

Tentative Agreement



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. Where a number is listed for the number of positions, it was not bargained and is for informational purposes only.

<b>WEBO EXTRA CURRICULAR</b>		
<b>ATHLETIC SUPERVISORS:</b>		<b>2019-20</b>
	Asst Sports Dir	2464
	Asst Sports Dir	2464
	JH / Youth Sports Director	2273
<b>BASEBALL</b>		
	Varsity - High School (minimum of 2 positions)	7699
<b>BASKETBALL - BOYS:</b>		
	Varsity Assts - High School (minimum of 3 positions)	9877
	8th Gr Head	2117
	7th Gr Head	2117
	8th Gr Asst	1383
	7th Gr Asst	1383
	6th Gr Head	1514
	6th Gr Asst	1082
	5th Gr - Wells	
	5th Gr - Ttown	
<b>BASKETBALL - GIRLS:</b>		
	Varsity Assts - High School (minimum of 3 positions)	9877
	8th Gr Head	2117
	7th Gr Head	2117
	8th Gr Asst	1383
	7th Gr Asst	1383
	6th Gr Head	1514
	6th Gr Asst	1082
	5th Gr - Wells	
	5th Gr - Ttown	
<b>CROSS COUNTRY:</b>		
	Varsity – High School (minimum of 2 positions)	3963
	Jr High Head Coach	1299
	Jr High Asst	779
<b>FOOTBALL:</b>		
	Varsity Assts - High School (minimum of 5 positions)	16285
	8th Head Coach	1969
	7th Head Coach	1969
	8th Asst	1467
	7th Asst	1467

<b>GOLF:</b>		
*Asst Coach Stipend Criteria: minimum of 10 golfers per team	Varsity - High School Boys	2476
	*Varsity - High School Boys Asst	1485
	Varsity - High School Girls	2476
	*Varsity - High School Girls Asst	1485
	Coed Jr High	1169
	*Coed Jr High Asst	701
<b>SOCCER:</b>		
	Varsity - High School Boys (minimum of 2 positions)	5398
	Varsity - High School Girls (minimum of 2 positions)	5398
	Jr Hi - Boys	1332
	Jr Hi - Girls	1332
<b>SOFTBALL:</b>		
	Varsity - High School (minimum of 2 positions)	7699
<b>SWIMMING:</b>		
	Varsity - High School Boys (minimum of 2 positions)	3758
	Varsity - High School Girls (minimum of 2 positions)	3758
	Jr Hi Head Coach	1689
	Jr Hi Asst	1115
	Aquatics Director	2273
<b>TENNIS:</b>		
	Varsity - High School Boys (minimum of 2 positions)	3968
	Varsity - High School Girls (minimum of 2 positions)	3968
	Jr Hi - Boys	992
	Jr Hi - Girls	992
<b>TRACK:</b>		
	Varsity - High School (minimum of 4 positions)	9693
	Jr Hi - Boys	1424
	Jr Hi - Boys Asst	1068
	Jr Hi - Girls	1424
	Jr Hi - Girls Asst	1068
<b>VOLLEYBALL:</b>		
	Varsity - High School (minimum of 3 positions)	9222
	8th Gr Head	1779
	7th Gr Head	1779
	8th Gr Asst	1116
	7th Gr Asst	1116
	6th Gr Head	1298
	6th Gr Asst	865
	5th Gr - Wells	
	5th Gr - Ttown	
<b>WRESTLING:</b>		
	Varsity - High School (minimum of 2 positions)	5738
	Jr Hi Head	1803
	Jr Hi Asst	1231
<b>WEIGHT PROGRAM:</b>		
	Summer Weight Program (2 positions)	2565

Fall Play - Director		1178
Fall Play - Asst		541
Spring Musical Director		1623
Spring Musical - Asst		758
Yearbook		
Class Sponsor 12		900
Class Sponsor 12		900
Class Sponsor 11		1154
Class Sponsor 11		1154
Class Sponsor 10		407
Class Sponsor 9		407
Class Sponsor 8		407
Class Sponsor 7		407
Dept Coordinator		
	English	1298
	Fine Arts (Band Choir, Art)	1034
	Foreign Language	1034
	Guidance	1034
	Math	1298
	Physical Education	1034
	Science	1034
	Social Studies	1034
	Special Education	1034
	Vocational (Ag, Bus, FACS, Tech)	1034
Music:		
	Auditorium Manager	1180
	Summer Band Assistants	1082
	Band Director (School Year)	2654
	Choir Director (School Year)	2654
Other:		
	Pep Club	602
	Cheerleader Sponsor - Varsity	2203
	Cheerleader Sponsor - JV	1628
	Cheerleader Sponsor - 8th Gr	1117
	Cheerleader Sponsor - 7th Gr	1117
	Cheerleader Sponsor - G Wells	Volunteer
	Cheerleader Sponsor – Ttown	Volunteer

Club Sponsors:		
	Art	602
	Dance - HS	1629
	Dance - Jr Hi or Asst	758
	Ecology	602
	FFA	602
	FCCLA - (FACS)	602
	FCA	602
	Honor Society - High School	602
	Honor Society - JH	602
	Key Club	602
	Foreign Interest Club	602
	Peer Tutoring	Volunteer
	Spell Bowl	Volunteer
	Student Council - High School	602
	Student Council - Jr Hi	602
	Sunshine Society	602
	Gamers Guild	602
	JH Art Club	602
	JH FCA	602
	AMP (mentor program)	829
	AMP (mentor program)	829
	Academic Team Sponsor - High School	602
	Academic Team Sponsor - High School	602
	Academic Team Sponsor - JH	602
	Academic Team Sponsor - JH	602
	Radio TV Production Sponsor	2626
	Robotics Club (2 Positions)	461
	After Hours Weight Room Supervisor	10.30/Hr
<b>Thorntown Elementary</b>		
Clubs:	Club - Math Bowl	461
	Club - Spell Bowl	461
	Club - Student Council	461
	Club - Yearbook	461
	Club – Robotics	461
Other:	RTI - (3 positions)	567
	Dyslexia Specialist (2 positions)	567
<b>Granville Wells Elementary</b>		
Clubs:	Club - Spell Bowl	461
	Club - Math Bowl	461
	Club - Student Council	461
	Club - Yearbook	461
	Club – Robotics	461
Other:	RTI - (3 positions)	567
	Dyslexia Specialist (2 positions)	567
<b>Corporation</b>		
Other:		
	E.L. Teacher (As needed)	567
	New Teacher Mentor (As needed)	567

### **Supplemental 5% Payment Schedule**

- 1. Varsity head coach receives an additional 5% of their coaching ECA stipend if during such year, the Varsity team wins its conference championship.**
- 2. Varsity head coach receives an additional 5% if, during such year, the Varsity team wins a Sectional Championship and advances to the Regional and an additional 5% each for an appearance in the IHSAA Semi-State and the State Championship game.**
- 3. Varsity coach receives an additional 20% if, during such year, the Varsity team wins the IHSAA State Championship.**

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 \$25/hr.

Tentative Agreement

## A. Retirement Benefits

### Accumulated Sick Days

The Western Boone County Community School Corporation shall provide a severance benefit upon retirement of \$90 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 have completed ten (10) years of creditable employment with WBCSC immediately preceding the retirement date
3. A teacher must provide on or before January 31<sup>st</sup> 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;
4. 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
5. 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 previously established a Section 457 Plan for eligible employees who were employed by the Corporation during the 2003/04 school year. The Board will continue to contribute one-half of one percent (1/2%) of the eligible employee's 2003/04 base salary to the Section 457 Plan. This contribution will be made annually on approximately December 31<sup>st</sup>. To the extent permitted by law, an eligible employee will be permitted to make contributions to the Section 457 Plan.
2. In accordance with Indiana Code § 5-10-8-2.6, the Board shall provide a group health insurance program to each retired employee:
  - (1) Who will have reached fifty-five (55) years of age on or before the employee's retirement date but who will not be eligible on that date for Medicare coverage as prescribed by 42 U.S.C. § 1395 et seq.;
  - (2) Who will have completed twenty (20) years of creditable employment with a public employer on or before the employee's retirement date, ten (10) years of which must have been completed immediately preceding the retirement date; and

- (3) Who will have completed at least fifteen (15) years of participation in the retirement plan of which the employee is a member on or before the employee's retirement date.

To be eligible for this health coverage, the retired employee must request and enroll in coverage within ninety (90) days after the employee's retirement date. The retired employee may elect to have the employee's spouse covered under the health insurance program at the time the employee retires. Except as otherwise provided in paragraph 2, the retired employee shall be solely responsible for payment of premiums associated with coverage for the retired employee, spouse and any other covered persons.

The coverage for the retired employee shall terminate upon the earliest of the following: (a) when the retired employee becomes eligible for Medicare coverage as prescribed by 42 U.S.C. § 1395 et seq. (except to the extent that continuing coverage is required under Medicare relating to end stage renal disease); (b) when the retired employee fails to make timely payment of premiums for the coverage; or (c) when the Board terminates the health insurance program. Coverage for the spouse shall terminate as set forth under Indiana law.

The group insurance program offered to retired employees is intended to be consistent with the requirements of Indiana Code § 5-10-8-2.6.

3. The Board shall make a contribution towards the cost of insurance coverage for the retired employee if all of the following provisions apply:
  - a. The retired employee is eligible for coverage in accordance with Indiana Code § 5-10-8-2.6;
  - b. The retired employee is enrolled in the health insurance program offered by WBCSC; and
  - c. The retired employee completed ten (10) years of creditable employment with WBCSC immediately preceding his/her retirement date.
4. The amount of the Board's contribution toward the cost of insurance coverage depends upon whether the Corporation contributed any funds to a Section 457 Plan for the employee.
  - a. The amount of the Board's contribution for the retired employee shall equal the amount that the Board contributes towards the cost of single coverage for active employees at the time of retirement.
  - b. However, if the Corporation previously contributed funds to a Section 457 Plan for the retired employee, the retired employee must utilize all available funds in an established Section 457 Plan prior to WBCSC contributing any funds toward their health insurance premium.

- c. A retired employee who does not participate in the group insurance program may use the funds in his or her Section 457 Plan for any purpose permissible under the Section 457 Plan.

#### 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. A content area is a subject or field of knowledge or expertise that appears on a license that reflects that the license holder has met necessary testing and/or preparation/training requirements. Under the licensing rules found at 511 IAC the term "content area" describes instructional areas (examples: math, language arts, science, etc), school services areas (examples: school counselor, school nurse, etc), and administrative areas (examples: building level administration, district level administrator: director of career and technical education, etc).

#### 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%).

#### G. Criminal Background Check

The school corporation agrees to pay for the state required background check once every five (5) years for all certified staff. New hires will be responsible for initial background check.



## 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. *Informational Purposes Only:* 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.

Tentative Agreement

## 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:

Sept 2019

Employee Single Coverage: \$6,852

Employee Family Coverage \$10,550

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 no 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 Education 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 buyback of unused accumulated sick leave days on the following terms:

Teachers shall have the option of selling up to ten (10) days, per round, 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 Education 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 Board shall bear the cost of such examination;
- 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/her leave days shall receive \$1,000; or
2. One-half (1/2) day, but not more than two (2) days, of his/her leave days shall receive \$500; or
3. Two and one-half (2 1/2) days, but not more than four (4) days, of his/her leave days shall receive \$250.

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.
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

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 certificated employee may elect to participate in the 403 B plan beginning with the 1996-97 school year. The School Corporation will match 100% of the amounts indicated below:

<u>Service in Western Boone School Corp.</u>	<u>2019</u>
0-5	\$950
6-10	\$1000
11+	\$1050

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

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/her principal or immediate supervisor or his/her designee by meeting with him/her individually in an informal manner during non-

teacher hours. The grievant may be accompanied by a representative as provided herein, provided his/her 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/her designee shall give his/her 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.) in the content area (as defined in Article III) will move a teacher to the Masters level on the Salary System. Courses must be graduate level in the content area for M.S. degree and M.S.+15. To earn MS +15, all courses must be taken after MS is reached.

#### STIPENDS

##### A. Continuing Education Stipend

1. Dual Credit Stipend - A teacher pursuing course work toward earning a Masters Degree in their content area may receive a stipend from WBCSC. WBCSC will pay a \$500 per credit hour between July 1, 2019, and June 30, 2020. Prior approval of the building Principal and Superintendent is required. The stipend will be paid upon WBCSC receiving an official college credit verifying the credits were earned. If a teacher leaves WBCSC within the time frames stated below after earning his/her Masters Degree, the teacher is responsible for reimbursement of the following.

- 1 year – 75% of the total amount received from WBCSC
- 2 years – 50% of the total amount received from WBCSC
- 3 years – 25% of the total amount received from WBCSC
- 4 years or longer – Reimbursement is not required

##### B. Daycare

1. Beginning January 1, 2018, the district will pay a monthly single stipend per employee of \$100 toward the cost of daycare from August – May for dependents of certificated employees between birth and age 3 or until the child is eligible to enroll in pre-kindergarten. The following will need to be provided by the employee in order to receive payment:

- Tax record or divorce settlement showing the child's care is the certificated employees' responsibility.
- A copy of monthly billing statement from the state licensed daycare provider.

##### C. Pre-Kindergarten

1. Beginning January 1, 2018, the district will waive the tuition costs associated with pre-kindergarten program at Thorntown Elementary School and Granville Wells Elementary School for certificated staff members. Students must meet eligibility requirements established by the district to enroll in the program.

**CONTRACT EXECUTION**

This Contract is made and entered into at Thorntown, Indiana, on this **11th day of November 2019**, 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

Tentative Agreement