

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

AND
THE WESTERN BOONE TEACHERS ASSOCIATION

January 1, 2010 – December 31, 2013

With the ability to open for salary and benefits on January 1, 2012 and January 1, 2013

THIS CONTRACT ENTERED INTO THIS 9th DAY OF August, 2010, 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 Public Law 217, in the Western Boone County Community School Corporation except for:

- Superintendent;
- Business Manager
- Director of Curriculum
- Principals;
- Assistant Principals;
- Athletic Director;
- Guidance Director;
- Director of Joint Services
- Coaches with Corporation-wide Responsibilities including:
 - Head Football Coach;
 - Head Basketball Coach;
 - Head Swimming Coach;
 - Head Wrestling Coach;
- All non-certificated employees;
- 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.

ARTICLE III

A. Salary Schedule
January 1, 2010 – December 31, 2013
 Western Boone County Community School Corporation

Western Boone Salary Schedule
Salary 2009

YR	BS	BS +15	MS	MS +15
0	\$33,638	\$34,511	\$36,738	\$37,699
1	\$33,761	\$34,738	\$37,699	\$38,657
2	\$33,989	\$34,965	\$38,657	\$39,614
3	\$34,310	\$35,200	\$39,612	\$40,574
4	\$35,709	\$35,904	\$40,574	\$41,535
5	\$36,407	\$36,606	\$41,536	\$42,495
6	\$37,108	\$37,306	\$42,495	\$43,455
7	\$37,807	\$38,009	\$43,455	\$44,412
8	\$38,506	\$38,707	\$44,412	\$45,370
9	\$39,205	\$39,408	\$45,370	\$46,330
10	\$39,908	\$40,110	\$46,330	\$47,292
11	\$40,604	\$41,272	\$47,292	\$48,249
12	\$41,306	\$41,980	\$48,249	\$49,207
13	\$42,004	\$43,158	\$49,207	\$50,159
14	\$42,704	\$43,868	\$50,169	\$51,127
15	\$43,402	\$44,572	\$51,127	\$52,089
16			\$52,089	\$53,048
17			\$53,048	\$54,006
18			\$56,740	\$57,763
18				
+			\$58,696	\$59,915

For teachers with a Masters degree and above, newly hired after the effective date of this agreement, credit for salary schedule purposes only will be granted for previous teaching experience either inside or outside Western Boone in the following manner:

- a. Teachers with five (5) years experience or fewer shall be placed according to actual years of experience.
- b. Teachers with more than five (5) years may agree to be placed on the appropriate salary schedule at step five (5).
- c. Once hired a teacher will receive two years on the salary schedule for each one (1) year of experience in this corporation until they reach actual years of experience.
- d. Teachers hired under this provision shall, as a condition of employment, be required to sign a form releasing the School Board and the Association from any claims of entitlement to any different salary placement.

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.

A teacher's appointment to a co-curricular duty assignment(s) shall be on a year-to-year basis at the sole discretion of the Board.

Because of the calendar year salary schedule, all adjustments on the co-curricular pay schedule will begin the school year following the January agreement and be in force through the entire school year. The ECA schedule will reflect the same negotiated teacher salary percent increase.

All funds budgeted and appropriated by the Board for co-curricular pay for a school year which are not expended shall, after the end of the relevant school year, be divided by the number of teachers and contributed by the Board in equal amounts into each individual teacher's 403 B Plan Account.

WEBO EXTRA CURRICULAR

<u>ATHLETIC SUPERVISORS:</u>	<u>2008</u>	<u>2009</u>	<u>2010-2013</u>
Asst Sports Dir	1936	1973	2255
Asst Sports Dir	1936	1973	2255
Jr Hi Dir	1960	1998	2280
<u>BASEBALL:</u>			
Varsity	2953	3009	3463
Reserve	1769	1802	1946
Freshman	1422	1449	1637
<u>BASKETBALL - BOYS:</u>			
Varsity Asst	2812	2866	3386
Reserve	2842	2896	3217
Freshman	2064	2104	2437
8th Gr Head	1691	1723	1937
7th Gr Head	1691	1723	1937
8th Gr Asst	1035	1055	1265
7th Gr Asst	1035	1055	1265
6th Gr - Wells	1072	1092	Volunteer
6th Gr - Ttown	1072	1092	Volunteer
5th Gr - Wells	1072	1092	Volunteer
5th Gr - Ttown	1072	1092	Volunteer
Summer Basketball Camp	1491	1520	Non-paid
<u>BASKETBALL - GIRLS:</u>			
Varsity Asst	2812	2866	3386
Reserve	2842	2896	3217
Freshman	2064	2104	2437
8th Gr Head	1691	1723	1937
7th Gr Head	1691	1723	1937
8th Gr Asst	1035	1055	1265

7th Gr Asst	1035	1055	1265
6th Gr - Wells	1072	1092	Volunteer
6th Gr - Ttown	1072	1092	Volunteer
5th Gr - Wells	1072	1092	Volunteer
5th Gr - Ttown	1072	1092	Volunteer
Summer Basketball Camp	1491	1520	Non-paid
<u>CROSS COUNTRY:</u>			
Varsity	1874	1909	2287
Jr High	1044	1064	1190
<u>FOOTBALL:</u>			
Asst Varsity	2684	2735	3262
Asst Varsity	2684	2735	3262
Asst Varsity	2684	2735	3262
Reserve	2511	2559	2559
Reserve	2511	2559	2559
8th Head Coach	1616	1646	1802
7th Head Coach	1616	1646	1802
8th Asst	1005	1024	1343
7th Asst	1005	1024	1343
Summer Football Camp	490	499	Non-paid
<u>GOLF:</u>			
Boys Varsity	1996	2034	2266
Girls Varsity	1996	2034	2266
Coed Jr High	1044	1064	1070
<u>SOCCER:</u>			
Varsity - Boys	2498	2545	3173
Varsity - Girls	2498	2545	3173
JV - Boys	1492	1521	1767
JV - Girls	1492	1521	1767
Jr Hi - Boys	1044	1064	1220
Jr Hi - Girls	1044	1064	1220
Summer soccer boys			Non-paid
Summer soccer girls			Non-paid
<u>SOFTBALL:</u>			
Varsity	2953	3009	3463
Varsity Asst	1769	1802	1946
Freshman	1422	1449	1637
<u>SWIMMING:</u>			
Varsity Asst – Boys and Girls	1162	1184	2190
Varsity Asst - Girls	1162	1184	Combined above
Jr Hi Head Coach	1517	1546	1546
Jr Hi Asst	772	787	1021
Pool Maint/aquatics director	2040	2079	2079
Summer Swim Program	3781	3853	Non-paid
<u>TENNIS:</u>			
Varsity - Boys	1999	2037	2284
Varsity - Girls	1999	2037	2284
Asst Varsity - Boys	1009	1028	1349

Asst Varsity - Girls	1009	1028	1349
Jr Hi - Boys	544	554	907
Jr Hi - Girls	544	554	907
Summer Tennis Camp	346	352	Un-paid
<u>TRACK:</u>			
Varsity	2578	2627	3444
Varsity Asst	1492	1521	1809
Varsity Asst	1492	1521	1809
Varsity Asst	1492	1521	Eliminated <i>Volunteer Nonpaid</i>
Jr Hi - Boys	1239	1263	1303
Jr Hi - Boys Asst	959	977	977
Jr Hi - Girls	1239	1263	1303
Jr Hi - Girls Asst	959	977	977
<u>VOLLEYBALL:</u>			
Varsity	2527	2575	4010
Reserve	1712	1744	2863
Freshman	1436	1463	1566
8th Gr Head	1562	1591	1628
7th Gr Head	1562	1591	1628
8th Gr Asst	1003	1022	1022
7th Gr Asst	1003	1022	1022
6th Gr - Wells	763	777	Volunteer
6th Gr - Ttown	763	777	Volunteer
5th Gr - Wells	763	777	Volunteer
5th Gr - Ttown	763	777	Volunteer
<u>WRESTLING:</u>			
Asst Varsity	2019	2057	2077
Jr Hi Head Coach	1619	1649	1649
Jr Hi Asst	997	1015	1127
Elementary	745	759	Volunteer
<u>WEIGHT PROGRAM:</u>			
Summer Weight Program	849	865	2348
Play Director	1058	1078	1078
Play/Musical Director	1058	1078	1078
Yearbook	1210	1233	Eliminated <i>Nonpaid</i>
Class Sponsor 12	809	824	824
Class Sponsor 12	809	824	824
Class Sponsor 11	1035	1055	1055
Class Sponsor 11	1035	1055	1055
Class Sponsor 10	364	371	371
Class Sponsor 10	364	371	371
Class Sponsor 9	364	371	371
Class Sponsor 9	364	371	371
Class Sponsor 8	364	371	371
Class Sponsor 8	364	371	371
Class Sponsor 7	364	371	371
Class Sponsor 7	364	371	371
Dept Coordinator (686)			

Dept Coordinator - no prep (889)			
Agriculture	929	947	947
Art	929	947	947
Business	929	947	947
English	929	947	947
FACS	929	947	947
Foreign Languages	929	947	947
Guidance	929	947	947
Math	929	947	947
Music	929	947	947
Physical Education	929	947	947
Science	929	947	947
Social Studies	929	947	947
Special Education			947
Technology			759
Newspaper	745	759	Non-paid
<u>MUSIC:</u>			
Auditorium Manager	1060	1080	1080
Asst Music – Band	772	787	787
Asst Music – Flag	772	787	787
Choral Senior High School	931	949	949
Choral Jr Hi School	707	720	720
Choreographer	306	312	Non-paid
Business Manager	306	312	Non-paid
Band Director (School Year)	2384	2429	2429
<u>OTHER:</u>			
Intramural - High School	930	948	Non-paid
Intramural - Jr Hi School	930	948	Non-paid
Pep Club	542	552	552
Cheerleader Sponsor - Varsity	1978	2015	2015
Cheerleader Sponsor - JV	1462	1489	1489
Cheerleader - Fresman	1214	1237	Non-paid
Cheerleader Sponsor - 8th Gr	1004	1023	1023
Cheerleader Sponsor - 7th Gr	1004	1023	1023
Cheerleader Sponsor - G Wells	264	269	Volunteer
Cheerleader Sponsor - Ttown	264	269	Volunteer
<u>CLUB SPONSORS:</u>			
Art	542	552	552
Creative Writing	542	552	Non-paid
Dance	542	552	1490
Drama - High School	542	552	Non-paid
Drama - Jr Hi	542	552	Non-paid
Ecology	542	552	552
FFA	542	552	552
FHA	542	552	552
FCA	542	552	552
Honor Society	542	552	552
IT Club	542	552	552
Key Club	542	552	552

Foreign Interest Club	542	552	552
Peer Tutoring	542	552	Non-paid
Spell Bowl	542	552	Non-paid
Student Council - High School	542	552	552
Student Council - Jr Hi	542	552	552
Engineering/Technology		552	552
Sunshine Society	542	552	Non-paid
AMP (mentor program)	542	552	759
AMP (mentor program)	742	552	759
Brain Game Sponsor	542	552	552
Brain Game Sponsor	542	552	552
Brain Game Sponsor	542	552	552
Brain Game Sponsor	542	552	552
Literacy Leader - High School	627	639	Non-paid
Literacy Leader - Jr Hi	627	639	Non-paid
Literacy Leader - Wells	627	639	Non-paid
Literacy Leader - Wells	627	639	Non-paid
Literacy Leader - Ttown	627	639	Non-paid
Literacy Leader - Ttown	627	639	Non-paid
Radio TV Production Sponsor	2359	2404	2404
Web Page Developer	2359	2404	Non-paid
Elementary Clubs - Ttown			
Club - 1 (Student Council)	418	426	Non-paid
Club - 2 (Spell Bowl)	418	426	Non-paid
Club - 3 (Math Bowl)	418	426	Non-paid
Club - 4 (Concessions)	418	426	Non-paid
Club - 5 (Yearbook)	418	426	Non-paid
Club - 6	418	426	Non-paid
Elementary Clubs - Wells			
Club - 1 (Spell Bowl)	418	426	Non-paid
Club - 2 (Math Bowl)	418	426	Non-paid
Club - 3 (Yearbook)	418	426	Non-paid
Club - 4 (Visual Art)	418	426	Non-paid
Club - 5 (Music Club)	418	426	Non-paid
Club - 6 (Student Council)	418	426	Non-paid

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

It is understood that positions listed on the co-curricular pay schedule which become vacant, shall be posted and bargaining unit members shall be offered first opportunity to apply for said position.

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.

Suspend: The following financial obligation of the Board shall be suspended for contract years January 1, 2010 through December 31, 2011 and reinstated in the master contract effective January 1, 2012.

All funds budgeted and appropriated by the Board for co-curricular pay for a school year which are not expended shall, after the end of the relevant school year, be divided by the number of teachers and contributed by the Board in equal amounts into each individual teacher's 403B Plan account.

C. Retirement Severance Pay

The Western Boone County Community School Corporation shall provide a severance benefit upon retirement of \$70 per day of actual unused accumulated sick leave up to a maximum of 110 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. Beginning with the 2010-2011 school year; 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 and is otherwise 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.

D. Early Retirement Benefits

The Western Boone County Community School Corporation shall provide an early retirement plan as follows:

1. A teacher must be at least fifty-five (55) years of age and have completed at least ten (10) years teaching in the Western Boone Community School Corporation as a certificated, full time teacher/administrator to be eligible for this benefit. Less than full-time staff are eligible for benefits in proportion to their assignment at the time of retirement.
2. The dollar amount to be received each year shall be determined as follows:
 - a. Thirty percent (30%) of the 1998-99 school year beginning bachelor's salary for those retiring at the end of the 2002-03 school year.
 - b. Twenty-five percent (25%) of the 1998-99 school year beginning bachelor's salary for those retiring at the end of the 2003-2004 school year.
 - c. Twenty percent (20%) of the 1998-99 school year beginning bachelor's salary for those retiring at the end of the 2004-05 school year.
 - d. Fifteen percent (15%) of the 1998-99 school year beginning bachelor's salary for those retiring at the end of the 2005-06 school year.
 - e. Ten percent (10%) of the 1998-99 school year beginning bachelor's salary for those retiring at the end of the 2006-07 school year.
 - f. Five percent (5%) of the 1998-99 school year beginning bachelor's salary for those retiring at the end of the 2007-2008 school year.

- g. Zero percent (0%) of the 1998-99 school year beginning bachelor's salary for those retiring at the end of the 2008-09 school year or thereafter.

Early retirement benefits will be paid until the age of 62 (reduced social security benefits) (maximum of seven [7] years).

3. Retirement pay will begin the month following the effective retirement date of said teacher. The benefit will be payable at one twelfth (1/12) of the rate at the scheduled retirement benefit and continue on the first payday of each month through the month of the sixty-second (62nd) birthday or the death of the retiree whichever occurs first.
4. The superintendent must be notified in writing of the teacher's intention to retire by January 31 preceding the school year of retirement. The board may waive the notification requirement at its discretion.
5. The teacher may continue under any of the group insurance plans offered by the corporation during the period the teacher's early retirement pay is received. Such coverage is at the teacher's expense. Arrangements for such insurance must be made with the corporation office in advance, and is subject to the approval of the insurance carrier(s). At the written request of the employee, any insurance premiums will be deducted from the early retirement amount due the employee, with the balance, if any, paid by the teacher.
6. The provisions of this Section D, Early Retirement Benefits, shall only apply to employees approved for employment prior to June 30, 2003.

E. Mileage

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

F. Salary Adjustment

Teachers expecting to change their salary classification due to additional training shall notify the office of the Superintendent in writing, not later than July 1. Final verification, including official transcript(s) shall be supplied not later than October 15 of the school year next ensuing for changes made at the beginning of the school year, and February 1 of said school year for change to be effective at mid-year.

Changes in salary lane classification shall be made only at the beginning of each semester as provided hereinabove, with salary adjustment, upon substantiation of qualification, retroactive to the beginning of the same semester.

G. 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%).

H. Number of Pays

Teachers shall have the option of receiving their pay in twenty (20) equal pays or twenty-six (26) equal pays. Teachers must notify the superintendent's office in writing by June 1 to have the following year's contract pay schedule changed. It is understood that all deductions that would normally have been divided over twenty-six (26) pays will be divided by the twenty (20) pays if this option is chosen.

In the event of the teacher's retirement, all eligible deferred payments will be processed by the end of June of the said year of retirement. In the event of a teacher's death, all eligible deferred payments will be processed by the following pay period.

ARTICLE IV

Hours

1. The length of the school day of assigned duties for teachers shall not exceed seven (7) hours and fifteen (15) minutes of duty time per day, as scheduled by the Board or its designees. In addition to said time, teachers shall have at least thirty (30) minutes of time between the hours of 10:00 a.m. and 2:00 p.m. during which they shall have no assigned duty. The school day, including the thirty (30) minutes of unassigned time shall be scheduled within the hours of 7:30 a.m. and 4:00 p.m., and shall not exceed a total of seven (7) hours and forty-five (45) minutes.
2. It is agreed that the length of the school day of assigned duties for all teachers shall be extended to include activities such as:
 - Parent-teacher conferences;
 - Student-teacher conferences;
 - Faculty meetings;
 - Open hours;
 - North Central Association planning and evaluation activities.
 - PBA planning and evaluation activities.
3. The length of the school year of assigned duties for all teachers performing service under regular and temporary contracts shall not exceed 182.5 days of work.
4. In the event that the Board requires a teacher to work more than 182.5 days under a regular or temporary contract, the Board shall compensate such teacher at his per diem salary rate for each day in excess of said 182.5 days, with the understanding that this provision does not apply to time required to perform designated additional services for which additional pay is received.
5. 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>2010-2013</u>
Employee Single Coverage:	\$3,325 per year	\$3,425 per year	\$3,425/yr
Employee Family Coverage:	\$6,790 per year	\$6,890 per year	\$6,890/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. It is understood that the increase in the contribution made by the Board for single and family plan participants shall be effective as of September 20, of the school year.

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 amount specified below, not to exceed 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 to the age of Medicare.

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 after the age of Medicare.

C. 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.

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 revenue in the General Fund exceeds expenditures in any calendar year, the amount of the excess, not to exceed \$12,000, shall be equally divided among all certified

employees of the school corporation employed, or any part thereof and credited to their individual 403(b) accounts.

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, 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 ten daily rate of pay for a certified substitute teacher. This option will be offered to teachers in accordance with their seniority 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 certified substitute pay. 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, and unused days shall be accumulative as specified herein.
3. A teacher shall be given a written accounting of accumulative sick leave by October 1 of the school year.
4. 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.
5. 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.

D. 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.

E 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.

F. 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.

G. 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.

H. SABBATICAL LEAVE/OTHER PURSUITS

A sabbatical leave without pay may be granted to teachers who have at least seven (7) years of service in the district. Leaves may be granted for the following reasons:

1. Professional Study: One (1) year;
2. Research: One (1) year.
3. Pursue other options: One (1) year.

A granted sabbatical leave will not disrupt a teacher's continuous years of service within the Western Boone County Community School District. However, the sabbatical leave will not be counted as an additional accumulation to the corporation-wide seniority roster nor will the sabbatical count towards accrued years of experience (increment) delineated on the "Salary and Wage" schedule of this master contract.

I. 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.
2. 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 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 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 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 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>
0-5	\$850	\$850
6-10	\$900	\$900
11+	\$950	\$950

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

During school year 2010/2011 the Board contribution to the individual teacher 403(b) account will be as follows: 0-5 years of experience will be \$350, 6-10 years of experience will be \$400 and 11+ years of experience will be \$450. This agreement is for school year 2010/2011 only and does not in any way alter the previous agreement for section M. 403(b) except to modify the amounts of 403(b) contributions for 2010/2011. Effective with the 2011/2012 school year, this clause will "sunset" and the amounts will return to those amounts depicted in the master contract dated January 1, 2008 – December 31, 2009 (see above 2009 contribution).

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, the premiums paid by the Corporation for Life and Long Term Disability shall continue.

O. Early Retiree Health Insurance Benefits

1. The provisions of this Section O, Early Retiree Health Insurance Benefits, shall only apply to employees approved for employment prior to June 30, 2003.
2. 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 early retirement benefits under Article III, Section D 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.
3. 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.
4. The contributions by the Board into the Section 457 Plan for an eligible retiree and interest of such contributions shall be distributed and used exclusively to pay the Board's portion on the early retiree's group health insurance premiums provided for in this Section O 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.

ARTICLE VI

Dues Deductions

1. The Board shall, on receipt of the written authorization of a teacher, deduct from the pay of such teacher any dues designated by said employee and shall remit such dues to the exclusive representative.
2. The exclusive representative shall indemnify and save the Board and the School Corporation harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board or School Corporation in reliance upon signed authorization cards or lists transmitted to the Board or School Corporation by the exclusive representative for the purpose of payroll deduction of dues.
3. Dues for the Western Boone Teachers Association shall be deducted in fifteen (15) equal installments, beginning with the second (2nd) paycheck in October. The deductions shall be remitted not less frequently than monthly to the Association treasurer.
4. Signed authorizations must be presented to the Superintendent's office ten (10) calendar days prior to the first (1st) deduction. Authorization cards received after this date will not be considered for dues deduction by the Board.

ARTICLE VII

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 VIII

REDUCTION IN FORCE

When the Board of School Trustees determines that a reduction in the number of teacher(s) must be made, the following provisions shall be followed by the Superintendent in making any recommendations concerning teacher layoff:

A. The Superintendent shall first consider and determine the appropriateness of achieving such reduction through elimination of positions which become vacant through attrition (e.g., resignations, retirement).

B. Following the considerations set forth in Paragraph A hereinabove, the Superintendent shall then consider the following factors when recommending to the Board layoff of a teacher(s):

1. Staff pools shall be established as follows:

a. All non-permanent teachers teaching in the position, subject area, grade level, and/or assignment to have the number of teachers reduced;

b. All semi-permanent teachers teaching in the position, subject area, grade level, and/or assignment to have the number of teachers reduced; and

c. All permanent teachers teaching in the position, subject area, grade level, and/or assignment to have the number of teachers reduced.

Said staff pools and a seniority list shall be established and posted in each building by the Superintendent at the time that the Board of School Trustees determines that a reduction-in-force shall take place, and teacher certifications as of the last day in March of the applicable school year will be recognized for purposes of this provision. Objections to a teacher's placement in a staff pool and on the seniority list shall be filed with the Superintendent within twenty (20) days of such posting.

2. Based upon the staff pools as set forth in Paragraph B one (B)(1) hereinabove, in each position, subject area, grade level, and/or assignment to have the number of teachers reduced, non-permanent teachers will be released before semi-permanent teachers and semi-permanent teachers will be released before permanent teachers. However, no permanent teacher will be released if there is a position for which that teacher is certified which is currently occupied by a less senior teacher, and likewise, no semi-permanent teacher will be released if there is a position for which that teacher is certified which is currently occupied by a less senior teacher.

C. Selection for release among non-permanent teachers shall be in accordance with the provisions of Paragraph B hereinabove as determined by the Board. Permanent and semi-permanent teachers shall be released in accordance with the provisions of paragraph B hereinabove and according to years of service in this School Corporation, those with the least amount of such service being laid off first. All years of continuous service being laid off first.

All years of continuous contracted service in this School Corporation shall count toward seniority for permanent and semi-permanent teachers.

D. A teacher on leave of absence shall be eligible for release as a result of such reduction in the number of teachers. A semi-permanent or permanent teacher shall be eligible for recall pursuant to the provisions of Paragraph E herein below.

E. The Superintendent shall maintain a list of non-permanent, semi-permanent and permanent teachers who have been released according to this Article. Unless otherwise terminated, semi-permanent and permanent teachers so released shall remain on this list for a period not to exceed forty-five (45) months from the date of release. Non-permanent teachers shall remain on this list for a period not to exceed twelve (12) months from the time of their release. Each such teacher shall advise the Superintendent by certified mail of any change in address. Failure to so advise the Superintendent shall cause the deletion of such teacher's name from said lists. Notice given hereunder by such teacher shall be deemed given when delivery thereof has been received for.

If the Board of School Trustees determines that a position becomes available, the Superintendent shall offer the position to such teacher on said list who has been most recently subjected to reduction-in-force and who is properly certified (certification held when released). Such notice shall be given by certified mail at the last known addresses. Said teacher shall have ten (10) calendar days to notify the Superintendent, in writing, of acceptance of the offered position. Failure to report to work on the date and at the time specified in the notice of recall shall result in forfeiture of recall status, and any employment relationship shall be considered terminated. However, such teacher under contract with another school corporation may fulfill that contract for the remainder of the current school year without losing the recall privilege established hereinabove, provided that said teacher responds, appropriately, in writing, to the recall notification. In that event, the teacher is also required to notify the Superintendent, in writing, not later than April 1st of his intent to return to this School Corporation the following school year. Failure to so respond will result in forfeiture of recall status and any employment relationship shall be considered terminated.

F. Teachers released under this Article have no contract rights, are dismissed without pay, and will not be entitled to years of experience, benefits, or leaves of any kind. If recalled to service during the recall period, said teachers shall have restored all previously accumulated benefits and leaves as such existed at the time of release.

G. If two (2) teachers have the same number of years of service, the teacher whose contract was approved by the Board at the earliest date shall be considered senior. If a tie still exists, the teachers shall draw lots with the teacher drawing the lowest number being considered senior.

ARTICLE IX

Term and General Provisions

1. TERM

The Contract shall be effective as of January 1, 2010 and shall continue in effect through December 31, 2013. All other provisions of this contract shall remain in force through December 31, 2013.

2. ENTIRE AGREEMENT

This Contract supersedes and cancels all previous contracts or agreements, verbal or written, between the school employer and the exclusive representative and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

3. SEVERABILITY

If any Article or Section of this Contract or of any rider or amendment thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, then such Article or Section shall not be deemed valid and subsisting, except to the extent permitted by law or said tribunal, but all other provisions of the Contract shall continue in full force and effect.

4. ZIPPER

The parties acknowledge that during the bargaining which resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore the Board and the Association, for the life of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Contract and with respect to any subject or matter not specifically referred to or covered in his Contract, even though such subject may not have been within the knowledge and contemplation of either party at the time that they bargained or signed this Contract.

5. CREDIT UNION

Upon written authorization from certificated school employees, the Board shall make deductions for the West Central Federal Credit Union.

6. CONTRACT LIMITATIONS

The Board construes and the Association recognizes the specific, express provisions of this Contract as constituting limitations and being the only limitations upon the Board's right, power, authority, duties, and responsibilities to manage and direct the operations and activities of this school corporation to the full extent authorized by law.

7. USE OF SPECIAL AREA STAFF

In cases where special area staff (Art, Music, Library) are used in the elementary grades, the regular classroom teacher is not required to remain in the classroom and this period shall be used as a preparation/planning period by the regular classroom teacher. In elementary physical education where two (2) or more regular classes are combined, no more than one (1) regular classroom teacher per class period shall be required to stay with the classes to supervise students and help maintain order, but shall not be required to perform instruction duties. In the absence of said special teacher, the regular classroom teacher shall perform his regularly assigned classroom duties.

8. POSTING

All certified vacancies (excluding ECA positions) shall be posted. Posting shall be defined as placing vacancy notices in a prominent place (general office and teacher's workroom/lounge) in each building. During summer months, vacancy notices will be placed in payroll checks mailed. All teachers receiving the twenty (20) pay option shall also be notified by mail during the summer. Extra curricular vacancies shall be posted prior to the beginning of the season if applicable.

9. TRANSFER OF TEACHERS

Involuntary and voluntary transfers will normally be initiated only when a vacancy occurs. Transfers may be made at the request of the employee or upon the initiative of the superintendent or other administrative officer for any reasons which shall serve the best interest of the employee and/or the schools. The procedure for initiating a transfer is as follows:

1. Discuss the request for transfer with the administrator to whom the employee is directly responsible (building principal included).
2. Write a letter requesting a transfer and personal interview with the superintendent.
3. No involuntary transfer will be initiated without input from the affected employee.
4. The employee involuntarily transferred shall have the right to appeal the decision to the superintendent and the board.

All requests for transfer will be accepted or rejected near the close of school in the spring, and a letter sent stating the disposition of the request to the employee.

10. DRIVERS EDUCATION

When Driver Education is offered without credit, instructors will be paid an hourly rate equal to the hourly rate of a BS-0 on the existing calendar year salary schedule.

11. MENTOR TEACHER STIPEND

\$600 per teacher mentored per year shall be paid to a mentor teacher as long as the mentor teacher program is a state requirement.

12. CRU's

The formula for applying continuing renewal units (CRU's) to the salary schedule shall be 15 CRU's=1 semester hour of graduate credit.

CRU's may be applied in the above formula for advancement to the Master's plus schedule.

13. MASTERS USING COLLEGE GRADUATE CREDIT HOURS

Thirty-six (36) semester hours of college graduate credit shall qualify for placement on the Master's schedule.

14/ CONTRACT EXECUTION

This Contract is made and entered into at Thorntown, Indiana, on this 9th day of August, 2010, 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