

2017 – 2019 AGREEMENT BETWEEN
THE BOARD OF SCHOOL TRUSTEES OF THE
M.S.D. OF WARREN COUNTY, INDIANA
AND
THE WARREN COUNTY EDUCATION ASSOCIATION

ARTICLES OF AGREEMENT
PREAMBLE

This agreement is entered into this 14th Day of November, 2017 by and between the Board of School Trustees of the M.S.D. of Warren County, Indiana, School Corporation, hereinafter called the "Board," and the Warren County Education Association, hereinafter called the "Association."

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ARTICLE I
RECOGNITION

A. ASSOCIATION RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative for all certificated contractual employees of the Board for the duration of the Agreement, except,

1. Certificated teachers who are supported by federal funds in an amount equaling a majority of their salary.
2. Joint service people with other corporations.
3. Substitute Teachers.
4. Athletic Director.
5. Persons performing supervisory tasks as stated in IC 20-29-2-19.
6. Teacher Aides.
7. Superintendents, Assistant Superintendents, Principals, and Assistant Principals.

B. BOARD RECOGNITION

1. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the school corporation, both to the fullest extent authorized by law, and limited only by the specific provisions of this Agreement. Such authority shall include but not be limited to the right of the school employer to: (1) direct the work of its employees; (2) establish policy; (3) hire, promote, demote, transfer, assign, and retain employees; (4) suspend or discharge its employees in accordance with applicable law; (5) maintain the efficiency of school operations; (6) relieve its employees from duties because of lack of work or other legitimate reasons; (7) take actions necessary to carry out the mission of the public schools as provided by law.
2. Non-discrimination: Teachers shall not be discriminated against or harassed because of age, race, religion or sex.

C. DEFINITIONS

As used in this Contract:

1. "Board means the Board of School Trustees of the M.S.D. of Warren County and any person(s) authorized to act for said body in dealing with the employees.
2. "School Corporation" means the M.S.D. of Warren County School Corporation of the County of Warren of the State of Indiana.

3. "Certificated school employee(s)" and "teacher(s)" mean the certificated personnel employed by the Board in the bargaining unit as defined in Article I A of this Contract.
4. "Association" means the Warren County Education Association, 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.
6. The term day shall be calendar day unless otherwise noted in the section's language.
7. INPRS refers to the Indiana Public Retirement System

ARTICLE II

COMPENSATION AND EXPENSES

A. SALARY SCHEDULE

Eligible Teachers employed by the M.S.D. of Warren County School Corporation for the 2017-2018 school year will be moved from their 2016-2017 salaries to the proposed 2017-2018 salary that most closely corresponds to their 2016-2017 salary as reflected on the attached salary schedule in Appendix A.

B. GENERAL ELIGIBILITY

1. To be eligible to be placed on the 2017-2018 salary schedule, a teacher must have received an evaluation rating of Highly Effective or Effective on his/her prior year evaluation.
2. To be eligible to receive a base salary increase, a teacher must meet the following eligibility requirements for the factors in Section C below.
3. Except as provided in Indiana Code 20-28-9-1.5 (d) a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.

C. FACTORS AND DEFINITIONS

1. Evaluation rating – The teacher received a highly effective or effective evaluation for the prior year, except that a teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary

is eligible for a base salary increase. Teachers who receive an evaluation rating of Ineffective or Improvement Necessary on their 2016-2017 evaluation will not be eligible for a base salary increase and shall remain at their 2016-2017 base salary.

2. Education – The teacher attains a Master’s Degree in a content area as defined by the Indiana Department of Education. Notification should be given to the Office of the Superintendent, in writing, no later than July 1 in the year preceding such change.
3. Academic Needs - “Academic Needs” is defined as completing any of the items listed in Appendix C, for which one point is respectively assigned.

D. WEIGHTS ASSIGNED TO EACH FACTOR

1. Evaluation Rating – \$750
2. Education – \$375
3. Academic Needs – \$125

E. DISTRIBUTION AND MOVEMENT

1. Teacher in Bachelor’s Column – A teacher in the Bachelor’s column who satisfies the evaluation rating factor but does not possess a content area Master’s Degree as defined by the Indiana Department of Education will advance one row in the Bachelor’s column.
2. Movement from Bachelor’s Column to Master’s Column – A teacher in the Bachelor’s column who satisfies the evaluation rating factor and who attains a content area Master’s Degree as defined by the Indiana Department of Education will move in the same row from the Bachelor’s Column to the Master’s column.
3. Movement from Master’s Column to Academic Needs Column – A teacher in the Master’s Column who satisfies the evaluation rating factor and accumulates at least one (1) Academic Needs point for each year employed with the School Corporation will move in the same row from the Master’s Column to the Academic Needs Column.

F. DISQUALIFICATION

Except as provided by Indiana Code 20-28-9-1.5(d), a teacher who receives an evaluation rating of Ineffective or Improvement Necessary shall not be eligible to receive a base salary increase and shall continue to receive his or her prior school year salary.

G. REDISTRIBUTION

Any funds otherwise allocated for teachers who received evaluation ratings of ineffective or improvement necessary will be equally distributed as a stipend among teachers who receive an evaluation rating of effective or highly effective for the same evaluation period.

H. TIME OF PAYMENT

Base salary increases and redistribution stipends described herein not later than 60 days after all State data that is part of the M.S.D. Warren County School Corporation evaluation rubric is received from the State of Indiana and evaluations for the preceding school year have been completed. Base salary increases will be applied retroactively to the start of the 2017- 2018 school year.

I. SALARY RANGE

The salary range is \$33,010 to \$61,165 for 2016-2017 and \$34,000 to \$65,000 for 2017-2019.

J. NEW HIRES

1. A "New Teacher" without any experience shall begin at STEP 1 for a Bachelor's Degree at \$34,000 or for a Master's Degree at \$35,125.
2. Any "New Teacher" entering MSD of Warren County with previous years of experience will be placed at a step related to current teachers at MSD of Warren County in which they "mirror" under the following two principals:
 - a. That particular teacher's years of service, AND
 - b. When possible, that particular teacher's degree.

K. STIPENDS

Each eligible teacher will receive a stipend up to \$750 according to their placement on the salary schedule in 2017-2018 only.

L. EXTRA-CURRICULAR PAY

Salary differentials, other than those listed in Appendix "A", shall be found in Appendix "B" (Extra-Curricular Pay).

M. PAYMENTS

The basic salaries for teachers shall be paid bi-weekly and shall be in twenty-six pays.

ARTICLE III

LEAVES OF ABSENCE

A. SICK LEAVE

1. Each certificated employee shall be entitled to be absent from work on account of illness for a total of ten (10) days in each year of employment in the Corporation without loss of compensation.
2. The total unused portion of the annual sick leave allowance shall be permitted to accumulate to a maximum of 185 days in this School Corporation. For those teachers who are at the maximum accumulated days, the Corporation agrees to pay \$60 per unused sick day into a tax-sheltered annuity for those unused sick days beyond the maximum one hundred eighty-five (185) days for that school year. This benefit will be paid at the conclusion of the 2003-04 school year and thereafter. All payments made to the tax-sheltered annuity will be deducted from the "years of service" calculation portion of the severance pay upon the teacher's retirement.

B. FAMILY ILLNESS LEAVE

Such teacher may use up to ten (10) days of the annual sick leave allotment for illness in the immediate family. Immediate family, for the purpose of this provision, shall include only husband, wife, mother, father, brother, sister, son, daughter, stepchildren, foster children and any person residing in the household. The superintendent may approve additional family illness days (from the teacher's sick leave accumulation) for extenuating circumstances. Examples of extenuating circumstances may include a member of the household near death, serious accident or injury, etc. The superintendent may approve up to thirty (30) days and would need school board approval to grant days beyond the amount.

C. FMLA

1. Teachers on leave under this provision of the law shall have their premiums for LTD and Life insurance paid as per the Agreement.
2. Aggregate leave limits for husbands and wives shall not apply and both employees shall have the same twelve (12) weeks.
3. Family Medical Leave
 - a. Where indicated above, a number of leaves allowed under this agreement also qualify as leaves entitled to protection under the Family and Medical Leave Act (FMLA). All eligible teachers will be entitled to the maximum

leave allowed, when necessary, under the provisions of either the specific leave section listed above and/or his family leave section.

- b. Any unpaid leave of absence up to twelve (12) weeks in duration may be granted to eligible teachers for certain family or medical reasons. A teacher who has been employed for at least twelve (12) months before the leave request and who has worked at least 1,250 hours during the previous year is eligible for a leave of absence pursuant to this policy.

4. Qualifying Events

- a. FMLA leave entitlement will be given for any of the following qualifying reasons:

- 1) Birth of the teacher's child, or the placement of a child for adoption or foster care, and first-year care of the child.
- 2) To care for the teacher's spouse, child, or parent who has a serious health condition.
- 3) For a serious health condition that causes the teacher to be unable to perform his/her job.

- b. Leaves may begin before the birth of a child if a medical condition exists that makes the teacher unable to perform the job or prior to the placement of a child for adoption or foster care if circumstances require absence from work for the placement to proceed. A teacher's entitlement to leave for the birth or placement of a child expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

- 5. Notice Requirement – If the leave is foreseeable, thirty (30) days written notice is required. Failure to provide thirty (30) days notice for a foreseeable leave may cause the leave to be denied until thirty (30) days after the teacher first gave the required notice of the foreseeable leave. If the need for the leave is not foreseeable, the teacher must give notice to the office of the Superintendent as soon as possible.

- 6. Certification Requirement – Any teacher's request for leave due to a serious health condition or due to the serious health condition of a qualifying family member must be supported by a timely certification issued by a health care provider. The teacher must provide the requested medical certification within fifteen (15) calendar days after the request was made. If the Superintendent has reason to doubt the validity of medical certification, the employee may be required to obtain a second opinion at school corporation expense. Should any variance between the two medical certifications exist, a third opinion, at school corporation expense, may be requested. This opinion shall be final and binding.

Failure to submit the required medical certification may result in the denial of the leave or denial of the continuation of the leave. Recertification may be required on a reasonable basis. Medical certification shall be on forms provided by the school corporation.

7. Request Procedure – Requests for leaves of absence and extensions must be requested in writing and on the prescribed form available from the office of the Superintendent unless impossible due to an emergency.
8. Leave Substitution – Teachers will substitute accrued personal, sick or other qualifying paid leave for all or part of the FMLA leave entitlement. This qualifying paid leave will be counted as part of the teacher’s twelve (12) weeks of FMLA leave entitlement. However, the use of paid leave by the teacher under circumstances which do not qualify as FMLA leave cannot be counted against the twelve (12) weeks of FMLA leave.
9. Maintenance of Group Insurance – During the FMLA leave, eligible teachers may maintain coverage under the teacher’s group health plan including teacher dental and vision coverage, life, accidental death and dismemberment insurance at the same level and under the same conditions for which coverage would have been provided if the teacher had continued in active employment continuously for the duration of such leave. Teachers who contribute to such a group health plan must continue to make such contributions during the period of their leave in order to maintain coverage. The employer may recover the premium paid for maintaining a teacher’s health plan coverage during any period of unpaid leave if the teacher fails to return from leave after entitlement has expired, provided the teacher fails to return to work for a reason other than the continuation, recurrence or onset of a serious health condition that would entitle the teacher to leave, or other circumstances beyond the teacher’s control.
10. Restoration to Position and Benefits – Eligible teachers returning from FMLA leave within twelve (12) weeks will be returned to the position that they held when they went on leave or they may be placed in equivalent positions with equivalent benefits, pay and other terms and conditions of employment.
11. Return to Work – Teachers returning from any form of leave of absence must be able to assume all of the essential functions of their jobs upon return. As a condition to restoring a teacher whose leave was based on the teacher’s own serious health condition, such teacher must provide certification from the teacher’s health care provider stating that the teacher is able to resume work.
12. Failure to Return from Leave – A teacher granted a leave of absence pursuant to this policy who fails to return to work upon expiration of the leave granted shall be classified as “voluntarily terminated.”

13. Intermittent or Reduced Schedule Leave

- a. During the first twelve (12) weeks of leave for a serious health condition (either a teacher's own or that of a qualifying family member), intermittent or reduced schedule leave may be taken when medically necessary. Teachers seeking intermittent or reduced schedule leave must produce medical certification issued by a health care provider. Teachers who have requested foreseeable intermittent or reduced schedule leave due to planned medical treatment may be transferred temporarily to an available alternative position at the discretion of the Superintendent if the alternative position better accommodates recurring periods of leave than the teacher's regular position, provided the teacher is qualified for the alternative position and the position has equivalent pay and benefits. Certificated staff are required to take leave in half (.5) day increments.
- b. Teachers requesting FMLA leave near the end of the academic term will be subject to special rules of the FMLA.

14. Leave Entitlement Period – The twelve (12) month period in which the twelve (12) weeks of FMLA leave entitlement occurs will consist of the twelve (12) month period measured forward from the date the particular teacher's FMLA leave begins.

15. Status Reports – During the leave, teachers may be required to provide periodic reports on his/her status and intent to return to work following the leave. Requested information must be provided within fifteen (15) days of the request.

16. Jointly Employed Spouses – A total of twelve (12) weeks of FMLA leave will be granted to jointly employed spouses regarding birth or adoption of a child or to care for a sick parent. If the FMLA leave request is for their own illness, each spouse would be entitled to twelve (12) weeks FMLA leave.

D. PERSONAL LEAVE

Each certificated employee shall be entitled to four (4) days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of employment. Certificated employees shall be allowed to accumulate personal business leave days to a maximum of six (6) days including the current year's allocation. Any use of personal leave days beyond three (3) consecutive days must be in writing with the specific reasons. Approval of days in excess of three (3) will be at the Superintendent's discretion but not to be arbitrarily refused. Personal leave is to be used for matters which cannot be scheduled outside of regular school hours and is not to be used as vacation or to extend a vacation. A written statement shall be submitted to the Superintendent of Schools in advance, if possible. After a teacher has accumulated the maximum number of personal days, the remaining personal days at the end of a given year are to be transferred to sick days. Teachers shall be permitted to take one-half (1/2) days of

personal leave. Anyone requesting a personal day the day before or the day after a vacation must submit the reason for the request in writing. Such personal days may be approved by the Superintendent.

E. BEREAVEMENT LEAVE

Teachers shall be allowed seven (7) consecutive calendar days without loss of pay for a death in the immediate family. This is to include husband, wife, father, mother, brother, sister, son, daughter, and stepchildren. Upon the death of grandparents, grandchildren, stepparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, or other relatives living on a permanent basis in the teacher's home at the time of death, the teacher shall be permitted three (3) days of leave without loss of pay. Upon death of uncles, aunts, nephews, nieces, and other dependents, the teacher shall be permitted one (1) day of leave without loss of pay. Additional days may be granted at the discretion of the Superintendent.

F. PREGNANCY / ADOPTIVE LEAVE

1. Any teacher who adopts a child or gives birth to a child is entitled to a leave of absence. This leave should be communicated to the Superintendent of M.S.D. of Warren County at least thirty days before the date on which he/she wishes to start the leave. In the case of adoption, the employee should also notify the corporation within seven days of notification by the adoption agency or court order of the date of adoption.
2. All or any portion of leave taken by a teacher because of the birth of a child or an adoption of a child may be charged, at his/her discretion, to his/her available sick leave. After his/her available sick leave has been used, the teacher may be absent without pay, subject to subsection "C" beginning on page 7. This leave may be taken without jeopardy to re-employment, retirement, and salary benefits, tenure, and seniority rights. Total pregnancy or adoptive leave may not exceed one year.

G. JURY DUTY

A teacher called for jury duty or to appear before any judicial or administrative tribunal shall be compensated fully; compensation shall be co-shared by the school and the judicial body up to the teachers per diem rate.

The teacher is further advised that said compensation for mileage paid by any judicial or administrative tribunal is to remain the sole possession of said teacher in addition to any other compensation.

H. ASSOCIATION LEAVE PAID

The Association shall have five (5) days to lobby the General Assembly to be used by the Association President and his/her designee. The Association President will be granted

one (1) additional day each academic year for Association business. Additional Association business days shall require submission to the Superintendent for his/her approval or disapproval.

I. OTHER LEAVES

Teachers needing special leaves shall present their request through the building principal to the Superintendent. All leaves will be decided by the Board individually on the merits of each case. The length of the leave and decision to pay all or a portion of the health insurance will be left to the discretion of the School Board.

J. ASSOCIATION WORK LEAVE

A leave of absence, without pay, may be granted upon approval of the Superintendent and the Board, to any teacher, upon application, for the purpose of serving as an officer or staff member of the Association (State and/or National).

ARTICLE IV

SICK LEAVE BANK

A voluntary sick leave bank shall be established whereby a certificated school employee, who is absent from assigned duties due to personal illness and who has utilized all sick leave, personal leave, and all other paid leave benefits of whatever nature may petition a committee, as established herein, for sick leave days from the bank under the following conditions:

- A. The number of accumulated days in the bank shall not exceed one hundred seventy-five (175) days, provided, however, that (a) a veteran teacher who is not a current member of the bank may become a member by contributing one (1) sick leave day to the bank not earlier than August 1st nor later than September 15th of any school year, and (b) a teacher who is newly hired in this School Corporation shall have fifteen (15) days from the date of initial duty assignment, or until September 15th of any school year, whichever is later, during which time such teacher may choose to participate in the bank by contributing one (1) sick leave day, even though such contribution by such veteran or newly hired teacher would cause an accumulation of days in excess of the maximum specified herein;
- B. Said teacher may be granted days from the bank under the following conditions:
 - 1. The teacher must have chosen to become a current member of and participate in such bank by contributing one (1) sick leave day to the bank not earlier than August 1st nor later than September 15th each year, and such day contributed shall be non-returnable to the teacher. However, in the event that the number of accumulated days in the bank at the beginning of a school year is of sufficient number that a contribution of one (1) sick leave day by all teachers who are

current members of the bank would cause the maximum number of days specified hereinabove in Paragraph One (1) to be exceeded, the current year's contribution by all such current members shall be suspended, except that in case the bank is depleted during the school year, the current year's contribution shall be assessed at the time of such depletion;

2. The teacher must have utilized and exhausted all paid leave benefits of whatever nature, including said teacher's own accumulated sick leave and personal leave;
 3. 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 five (5) consecutive days following the utilization and exhaustion of all said paid leave benefits as provided herein;
 4. Written application must be made no later than ten (10) days after exhaustion of said paid leave benefits; and
 5. The teacher must have been absent for at least five (5) consecutive duty days after exhaustion of said paid leave benefits.
- C. A three (3) member sick leave bank committee shall be established to receive written requests and allot days from the bank according to the provisions herein, under guidelines established by the committee. The committee shall be composed of two (2) persons appointed by the Association and one (1) person appointed by the Superintendent. Days allotted by the committee to an individual teacher shall be available for use beginning after the fifth (5th) consecutive day of absence after exhaustion of the teacher's said paid leave benefits, and such allotment to an individual teacher by the committee shall not exceed a fixed maximum as is established by the committee. The committee shall be limited to a total allotment of one hundred seventy-five (175) days per year.
- D. Any days granted by the committee to an individual teacher shall terminate effective the earliest date as hereinafter provided:
1. The day after the last day of the term of employment for the school year, or
 2. The day after the last day of allotted number of days granted by the committee, or
 3. The first day of return to employment subsequent to the granting of days by the committee.
- E. If a member uses the Sick Leave Bank in one (1) school year period, that member must donate a minimum of one (1) day the following year to continue membership.
- F. Under unusual and extenuating circumstances, the MSD Board of Education may choose to grant additional days (beyond the 175) to be used as sick bank days.

ARTICLE V

GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is defined as an alleged violation of a specific article or section of this Agreement. A "day" is defined as a scheduled teacher workday during the school year, provided however, that "day" shall mean week day (excluding Saturday and Sunday) during the summer recess.

An individual teacher (grievant) may present his grievance to the Board or its designated representative and have the grievance adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement.

Grievances will be presented in the following steps.

B. PROCEDURE

1. Informal

Within ten (10) days of the time the grievant knew or should have known about the events giving rise to the grievance, the grievant, either directly or accompanied by his Association representative will present the grievance to the Principal who will give an answer orally to the employee.

2. Step One

- a. Within five (5) days of the oral answer, if the grievance is not resolved, the grievance shall be stated in writing, signed by the grievant and submitted to the Principal on the form provided by the Board.
- b. Within five (5) days after receiving the grievance, the Principal shall communicate his answer in writing to the grievant.

3. Step Two

- a. If the grievance is not resolved in Step One, the grievant may within ten (10) days of receipt of the principal's answer, submit to the Superintendent a written "Grievance Report Form" signed by the grievant. A copy shall be given to the Principal involved at the same time.

- b. The Superintendent or his designated representative shall give the employee an answer in writing no later than ten (10) teacher-working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement.

4. Step Three

- a. Within fifteen (15) days after receiving the decision of the Superintendent or his designated representative, an appeal of the decisions may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step Two.
- b. No later than fifteen (15) days after receiving the appeal, the Board shall schedule a hearing on the grievance at a regular or special meeting. All those listed in Step Two shall have a right to participate in this hearing. The hearing before the Board shall be private unless opened by mutual consent.
- c. The decision of the Board is the final step of this Grievance Procedure.

C. APPEARANCE AND REPRESENTATION

- 1. Hearings held under this procedure shall be conducted at a time and place designated by the Board, which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearing shall be conducted in private session during non-school hours, unless there is mutual agreement for other arrangements.
- 2. The Board and the grievant are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
- 3. If the grievance arises from an action of authority higher than the principal of a school, the grievant may present such grievance at Step Two of this procedure.
- 4. The grievant shall be present at all steps of this Grievance Procedure. Failure to be present shall be considered a dismissal of the grievance submitted by the grievant.
- 5. If a grievance affects more than one (1) building or is the result of actions taken from the central office, then that grievance can be filed at Step Two with the Superintendent.

D. TIME LIMITS

- 1. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to submit an appeal at the next step of this procedure, provided the appeal is submitted within the time limit for said next step.
3. Within fifteen (15) teacher-working days after the hearing, the Board may, if requested, communicate the decision of the Board in writing and state the reasons, if any, to the aggrieved employee.
4. Neither party may present any material, allegation, or remedy that was not presented in Step Two without presenting the material, allegation or remedy to the other party prior to the next step of the proceeding. Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed to have been resolved by the previous disposition.

ARTICLE VI

FRINGE BENEFITS

A. HEALTH INSURANCE

(Both Parties agree to open the Collective Bargaining Agreement for Health Insurance should there be an increase of five percent (5%) or greater for the 2018-2019 school year)

1. The Board shall pay towards the cost of hospital, surgical, and medical care type of insurance for each full-time teacher employed under regular contract. For each teacher in the School Corporation's medical insurance plan, the Board shall pay the amounts specified below to such insurance company or companies as is selected solely by the Board.

Maximum Board Payment Per Teacher:

Single Plan: up to \$9,004

Family Plan: up to \$11,500

2. The Board agrees to provide payment of the amount stipulated for a single plan for each of two teachers who are married.
3. The Board agrees to provide the option of a Health Savings Account (HSA) effective January 1, 2011. The Board will, annually determine the savings in premium for the election of the HSA when compared to the current hospital, surgical, and medical care type of insurance premium and deposit this amount (difference) into the teacher's individual savings account as established under the funding agreement by the HSA provider for the payment of qualified medical expenses. The payment of the above noted amount (difference) will be deposited

into the teacher's savings account on the date of the first payroll dispersed by the Board after the first day of each calendar year. The Board agrees to continue the payment towards meeting the HSA premium, for each full-time teacher employed under a regular teacher's contract as is articulated in ARTICLE VI FRINGE BENEFITS A. Item 1, in this section.

B. DUES DEDUCTION

The Board agrees to deduct from the salaries of teachers who are members of the Association, the dues of such Association as such teachers voluntarily and individually authorize on forms provided by the Association, in twenty (20) equal deductions.

C. TERM LIFE INSURANCE

The Board shall pay toward the cost of a fifty thousand dollar (\$50,000) face value group term life insurance plan for the teacher. The Board shall pay all the cost except one teacher shall pay not less than one dollar (\$1.00) per year. If permitted by the insurance carrier, the employee shall be allowed to purchase additional life insurance at their own expense. When a teacher is absent between sixty (60) days and eighty (80) days the corporation shall mail the teacher the necessary information to apply for long-term disability.

D. 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.

E. LONG TERM DISABILITY

The Board will provide payroll deduction for all employees for a mandatory 90-day elimination period long-term disability insurance for each teacher employed under regular contract, with the teacher paying the full amount of the premium. For the sake of history, the contract will reflect the salary was increased by the amount of the disability premium and the total premium would be payroll deducted from the teachers' salaries. From this day forth, the teacher shall have deducted for the full cost of the LTD premium. Premiums will be calculated at an average of all certified personnel rather than individual teachers. This premium will change at the beginning of the school year with the increment and upon ratification each year.

F. MATCHING ANNUITY (403(b) Plan):

1. Level of the employer's contribution: The employer shall provide a tax sheltered annuity plan for each full-time certified teacher and shall contribute the following dollar amounts annually on behalf of each such teacher who voluntarily contributes the required 100% match. The annual amount shall be divided by 26 and that amount shall be contributed bi-weekly to the approved vendor. If the selected vendor accepts bi-weekly payments, payments will be made accordingly. The first installment will be made as soon as is feasible after enrollments are completed. Due to the complexity of annuities and W-2 forms, it is hereby agreed that the annuities will not be retroactive but will begin with the first pay period following the completed enrollment and will amount to 1/26 of the annual amount.

BS \$500 annually

MS \$1,000 annually

2. Section 403(b) Vendor Selection: The School Board shall have the final determination regarding the selection of a vendor; however, a Committee will be used as a vehicle to provide input regarding the selection. All participating teachers shall use the selected vendor.
3. Immediate Vesting: Once contributions are made by the employer on behalf of the employee, all assets of the accounts become the property of the employee, and, in the event of his/her death, his/her designated beneficiaries, or lacking same, estate.
4. Reduction to Severance Pay: The total dollar amount that the employer has contributed on behalf of an employee will be subtracted from the calculation of severance pay (years of service calculation and sick day calculation). If the amount deducted from part A (years of service) has been depleted the remaining principal paid by the Corporation on behalf of the employee shall be deducted from early retirement payments.
5. Voluntary Participation: Each full-time certified teacher may elect to participate. One enrollment opportunity will be given per year. If a teacher declines participation, he or she may not later elect to participate until the next year's enrollment period. Furthermore, a teacher who declines participation during one enrollment period is not entitled to recover the loss of matching funds during a subsequent year's participation.
6. Hold Harmless: Teachers who participate understand and agree that the School Corporation does not assume any responsibility or liability for the soundness of the investments or any losses that might occur as a result of those investments.

G. ACTIVITY PASSES

All certified personnel shall receive one athletic pass. The pass will not cover admission into sectionals and other such tournaments.

ARTICLE VII

RETIREMENT LEAVE PAY

A. SEVERANCE PAY

Retirement leave pay from M.S.D. of Warren County, Indiana, Corporation shall be determined as follows:

1. Notification of intention to retire from the M.S.D. of Warren County, Indiana, must be given in writing to the Superintendent of Schools by May 1 of the year previous to intention for retirement. The purpose of Retirement Leave Pay is to reward personnel who have devoted years towards teaching and are retiring from fulltime teaching. The final decision regarding approval for retirement pay rests with the Board.
2. In case of illness or incapacity of spouse or teacher or other unforeseeable circumstances making early retirement necessary without a year's notice, retirement pay may be delayed one year until it can be budgeted by the school system.
3. To be eligible for Retirement Leave Benefits, a teacher must be at least fifty-five (55) years old and have been employed in the M.S.D. of Warren County, Indiana, reorganization for at least ten (10) years. Only that portion of teacher time spent with the M.S.D. of Warren County, Indiana, shall be counted.
4. Retirement pay shall be determined as follows:
 - a) \$350.00 times the number of years worked in this School Corporation. (Half-years will be included in the calculation)
 - b) \$60.00 times the number of accumulated sick leave days.
 - c) The maximum amount of retirement leave pay that any one teacher may receive shall be \$27,500.00.
5. In case of death by the teacher during the school year, the corporation shall endeavor to pay to the beneficiary/estate the full amount due with the final year's

credit prorated as to the number of days worked as a percentage of days employed. A minimum of 120 days of teaching service is needed to constitute a year's service toward retirement. The calculation applies to a teacher who is eligible for full retirement benefits under TRF at the time of death or would be eligible for full retirement benefits at the end of the year in which death occurred.

6. The Board of Education shall examine each individual request for retirement pay to insure the sincerity of actual retirement prior to making approval. Persons retiring prior to age 55 must present evidence substantiating their withdrawing from the teaching profession to be eligible for retirement leave pay.
7. All but two thousand dollars (\$2,000) of severance at the teacher's discretion shall be placed in an IRS 125 account. After the first regular pay in January after retirement the teacher may present receipt for medical expenses and/or draw all of his/her money out of the IRS 125 account. This provision is conditional upon the approval of the IRS that this is an acceptable practice.
8. A teacher's death prior to retirement age (55) will not be considered to be a retirement and retirement leave pay will not be made as detailed in items #4 and #5.

B. EARLY RETIREMENT

Following the fifty-fifth (55) birthday (and at the conclusion of a school year) and continuing until the teacher is eligible for Medicare benefits and/or the age of full Social Security benefits, a teacher who has taught a minimum of ten (10) full years in the M.S.D. of Warren County and is actually retiring from teaching as demonstrated by filing with the State Teacher Retirement Fund Office, would be eligible to receive the following early retirement benefits.

1. The retiring teacher would be eligible to receive \$5,000 per year to be placed in an IRS 125 plan. The teacher will be able to authorize the school corporation to pay the health insurance premiums for the group plan, or to submit paid medical receipts to be drawn against the IRS 125 plan or to receive the balance of the account on the first regular pay date after January 1 of each year that retirement payments are due. This provision is subject to the approval of the IRS.
2. On or before July 1st of each year until the teacher is eligible for Medicare benefits and/or the age of full Social Security benefits, the retired teacher would decide the type of payment they prefer for the following year.
3. Cash payments would be made twice (2) a year on or about December 1st and June 30th.
4. The amount received the first (1st) year would be the same for each succeeding year.

5. All compensation would cease when the retired person is eligible for Medicare benefits and/or the age of full Social Security benefits or upon the death of the person. The final year of compensation would be prorated from July 1st until the birth date of the individual.
6. At the teacher's discretion all but two thousand dollars (\$2,000) of severance can be deferred until the first regular pay in January after retirement.

ARTICLE VIII

PROFESSIONAL MEETINGS AND ASSIGNED DUTIES

A. EXTRA-DUTY ASSIGNMENT

Extra duty assignment list in Appendix "B" shall be assigned at the prerogative of the Board or its representatives. Compensation for extra duty not listed shall be at the option of the Board and the Association shall be notified.

B. PROFESSIONAL MEETINGS

The Board agrees to pay up to a maximum of forty-five dollars (\$45.00) per day for actual expenses incurred in attending approved academic conferences (registration, mileage, meals).

ARTICLE IX

TERM OF AGREEMENT

A. DUTIES OF EMPLOYMENT

The Board and the Association subscribe to the principle that the differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that during the life of the Agreement there shall be no strikes, concerted failure to report for duty, willful absence from one's position, stoppage of work, picketing, or abstinence in whole or in part from the faithful and proper performance of the duties of employment, without the lawful approval of the Board.

B. SEVERABILITY

If any provisions of this contract or any application of this contract 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.

C. ENTIRE AGREEMENT

This agreement supersedes and cancels all previous agreements whether written or verbal between the Board and the Association as well as any alleged past practices of the Board or the Association and it constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and agreed to by both parties.

D. WAIVER

The parties agree that all items to be bargained have been discussed during the bargaining sessions leading to this agreement, and therefore agree that bargaining will not be reopened on any item, whether contained herein or not, during the life of this contract unless the parties, by supplemental written agreement hereto, agree to conduct additional bargaining on said issue.

E. CONTRACT EXECUTION

Whenever any notice is required to be given either of the parties to this Agreement, to the other party, they should contact the named party listed below.

If by the Association
to the Board, at:

The Superintendent of the
M.S.D. of Warren County, Indiana
101 N. Monroe Street, Box 207
Williamsport, IN 47993

If by the Board to the
Association, at:

The President of the
Warren Co. Education Association

ARTICLE X

EXECUTION

The terms and conditions for the 2017-2018 and 2018-2019 school year(s) will be as per the terms and conditions listed in this contract document.

This agreement shall be effective as of July 1, 2017 and shall continue in effect through June 30, 2019. No provisions of this Agreement separately or in their entirety extended orally or through any means, but the Board and the Association shall take such actions as may be required to give full effect to this Agreement, in part or whole.

THIS AGREEMENT is made and entered into at Williamsport, Indiana, on this 14th day of November, 2017 by and between the Board of School Trustees of the M.S.D. Warren County Corporation and the Warren County Education Association and so attested to by the duly authorized signatures below:

Accepted by the Board of
School Trustees of the
M.S.D. of Warren County,
Indiana

Accepted by the majority of
teachers in the Warren County
Education Association

President of the Board

President of the Association

Chairman, Board Negotiating
Committee

Chief Negotiator of the Warren
County Education Association

Date: _____

Date: _____

APPENDIX A

SALARY SCHEDULE

	BACHELOR'S	MASTER'S	ACADEMIC NEEDS
STEP	SALARY	SALARY	SALARY
1	\$34,000	\$35,125	\$36,000
2	\$34,750	\$35,875	\$37,000
3	\$35,500	\$36,625	\$38,000
4	\$36,250	\$37,375	\$39,000
5	\$37,000	\$38,125	\$40,000
6	\$37,750	\$38,875	\$41,000
7	\$38,500	\$39,625	\$42,000
8	\$39,250	\$40,375	\$43,000
9	\$40,000	\$41,125	\$44,000
10	\$40,750	\$41,875	\$45,000
11	\$41,500	\$42,625	\$46,000
12	\$42,250	\$43,375	\$47,000
13	\$43,000	\$44,125	\$48,000
14	\$43,750	\$44,875	\$49,000
15	\$44,500	\$45,625	\$50,000
16	\$45,250	\$46,375	\$51,000
17	\$46,000	\$47,125	\$52,000
18	\$46,750	\$47,875	\$53,000
19	\$47,500	\$48,625	\$54,000
20	\$48,250	\$49,375	\$55,000
21	\$49,000	\$50,125	\$56,000
22	\$49,750	\$50,875	\$57,000
23	\$50,500	\$51,625	\$58,000
24	\$51,250	\$52,375	\$59,000
25	\$52,000	\$53,125	\$60,000
26	\$52,750	\$53,875	\$61,000
27	\$53,500	\$54,625	\$62,000
28	\$54,250	\$55,375	\$63,000
29	\$55,000	\$56,125	\$64,000
30	\$55,750	\$56,875	\$65,000

APPENDIX B

EXTRA-CURRICULAR SCHEDULE

(CERTIFIED CONTRACT AMOUNT - CORPORATION PAYS 3%)

Note: The number of positions listed is for informational purposes only, and as such, are not bargained by the parties.

ECA Position Title	Amount
Senior Class Sponsor(2)	\$750.00
Junior Class Sponsor(2)	\$750.00
Department Head(5)	\$500.00
Instructional Leader/Coach(5)	\$500.00
Student Government Sponsor(2)	\$750.00
Student Government Activity Sponsor	\$500.00
Jr. High Student Government Sponsor	\$500.00
Sr. High Publications	\$2,000.00
Jr. High Publications	\$500.00
H.S. Spell Bowl Sponsor	\$500.00
Jr. High Spell Bowl Sponsor	\$500.00
H.S. Academic Team Lead Sponsor	\$250.00
H.S. Academic Team As. Sponsor(5)	\$500.00
Jr. High Academic Bowl Lead Sponsor	\$250.00
Jr. High Academic Bowl As. Sponsor(5)	\$500.00
H.S. Fine Arts Center Light & Sound	\$750.00
Jr. High Advisor/Advisee(2)	\$500.00
Jr. - Sr. High FFA(2)	\$750.00
Fellowship of Christian Athletes	\$250.00
Jr. - Sr. High Language Club	\$250.00
Clubs as Approved by H.S. Principal(4)	\$250.00
Band Director	\$1,250.00
Pep Band Director	\$2,500.00
Jr. - Sr. High Summer Band	\$3,000.00
Color Guard	\$1,000.00
Choral Director	\$2,750.00
H.S. Play (Director)	\$1,000.00
H.S. Musical (Director)	\$1,000.00
H.S. Musical (Musicians)	\$1,000.00
Friday School/After School	\$15.00/hour
Homebound Instruction	\$15.00/hour
Swimming Supervisor	\$15.00/hour
PAC Supervision	\$15.00/hour
Elem. Instructional Leader/Coach(4)	\$1,000.00
Elem. Science Bowl(3)	\$500.00
Elem. Spelling Bowl Sponsor(3)	\$500.00
Elem. Math Bowl Sponsor(3)	\$500.00
Elem. Student Council Sponsor(3)	\$500.00
Elementary Publications(3)	\$250.00

Clubs as Approved by W.C. Principal(2)	\$250.00
Club as Approved by P.V. Principal(2)	\$250.00
Club as Approved by W-Sport Principal(2)	\$250.00
M.S.D. Mentor Teacher(5)	\$250.00
M.S.D. Insurance Trust Representative	\$250.00
Activity Supervisor	\$3,000.00
Varsity Baseball	\$4,500.00
Assistant Baseball	\$1,500.00
Varsity Boys' Basketball	\$7,000.00
Boys' Assistant Basketball(2)	\$2,500.00
Boys' Freshmen Basketball	\$2,000.00
Boys' 8th Grade Basketball	\$1,500.00
Boys' 7th Grade Basketball	\$1,500.00
Boys' Junior High As. Basketball	\$1,000.00
Boys' 6th Grade Basketball(3)	\$1,000.00
Boys' Elem. Intramural Basketball(3)	\$250.00
Varsity Girls' Basketball	\$7,000.00
Girls' Assistant Basketball(2)	\$2,500.00
Girls' Freshmen Basketball	\$2,000.00
Girls' 8th Grade Basketball	\$1,500.00
Girls' 7th Grade Basketball	\$1,500.00
Girls' 6th Grade Basketball(3)	\$1,000.00
Girls' Elem. Intramural Basketball(3)	\$250.00
Varsity Cross Country (Boys & Girls)	\$2,500.00
Assistant Cross Country	\$1,000.00
Varsity Football	\$7,000.00
Assistant Football(3)	\$2,250.00
Jr. High Football(3)	\$1,500.00
Elementary Boys' Football(2)	\$500.00
Varsity Boys' Golf	\$2,500.00
Varsity Girls' Golf	\$2,500.00
Varsity Softball	\$4,500.00
Assistant Softball(2)	\$1,500.00
Varsity Swimming (Boys & Girls)	\$4,250.00
Assistant Swimming (Boys & Girls)	\$1,500.00
Jr. High Swimming	\$1,250.00
Jr. High Assistant Swimming	\$750.00
Varsity Boys' Tennis	\$2,500.00
Boys' Assistant Tennis	\$1,000.00
Varsity Girls' Tennis	\$2,500.00
Girls' Assistant Tennis	\$1,000.00
Varsity Track (Boys & Girls)	\$4,500.00
Assistant H.S. Track & Field(2)	\$1,500.00
Assistant Jr. High Track & Field(3)	\$1,250.00
Varsity Volleyball	\$4,500.00
Assistant H.S. Volleyball(2)	\$1,500.00

Freshmen Volleyball	\$1,250.00
Jr. High Volleyball(2)	\$1,250.00
Elementary Volleyball(2)	\$500.00
Varsity Wrestling	\$4,500.00
As. H.S. Wrestling(2)	\$1,750.00
Jr. High Wrestling(2)	\$1,500.00
Cheerleader Coach	\$2,250.00
As. Cheerleader Coach	\$1,000.00
Jr. High Cheerleader Coach	\$1,000.00
Elementary Cheerleader Coach(3)	\$250.00

APPENDIX C

ACADEMIC NEEDS

Teachers are required to earn Academic Needs points every year. Academic Needs points will accrue each year. A teacher shall be paid for their Academic Needs points once they have earned a Master's Degree and obtained/accrued enough Academic Needs points to move to the Academic Needs Column.

Here are some examples of Academic Needs options:

Academic Needs of Students Criteria

1. Earn English Language Learner endorsement
2. Earn a High-Ability endorsement
3. Earn a teaching certificate in an area of Exceptional Learners
4. Teach a subject/course associated with the State Accountability system i.e. ISTEP+. HS Algebra I, English 10, Advanced Placement, Dual Credit
5. Teach a subject with a state required assessment i.e. IREAD-3, Biology, Grade 4 Science, Grade 5 Social Studies, Grade 6 Science, Grade 7 Social Studies

Participates in In-service/Curriculum Mapping throughout the year

Serves as a mentor for a new teacher

Serves as an Intersession or Summer School Teacher

Is recognized and/or holds a leadership position in the current contract year by a state or national organization (i.e. IDOE, U.S. Department of Education, National Council of Teachers of Mathematics or other curriculum organizations, ASCD, Colleges or Universities, National Board for Professional Teaching Standards, Milken Institute)

Participates as a coach/activity sponsor

Voluntarily supervises students outside of the regular contract day for a minimum of 12 hours

Supervises a student teacher

Volunteers for tutoring/study sessions outside the student day for a minimum of 12 hours

Earns 12 PGP points that are not used for license renewal

Serves on a building-level/corporation created committee

Any other needs that both the Administration and Association agree to during the length of this contract