

# ***MASTER CONTRACT***

***BETWEEN***

***THE WEST NOBLE CLASSROOM TEACHERS' ASSOCIATION***

***AND***

***THE WEST NOBLE BOARD OF EDUCATION***

***EFFECTIVE July 1, 2018 to June 30, 2019***

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This Master Contract by and between the Board of School Trustees of the West Noble School Corporation of Noble County, hereinafter called the "Board", and the West Noble Classroom Teachers Association, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "Association" was ratified by the Association on November 7, 2018, and by the School Board on November 12, 2018.

All terms stated will exist for the contract term, from July 1, 2018 through June 30, 2019 or until altered or omitted by mutual agreement of the parties.

**ARTICLE I**  
**Recognition and Definition**

**Section 1**

The Board hereby recognizes the West Noble Classroom Teachers Association as the exclusive representative of all teachers in the School Corporation.

**Section 2 - Definitions**

- A. The term "teacher", when used in this Contract, shall refer to all certified personnel employed by the Board. (Including those employed to supervise the alternative school program and teachers employed on a temporary contract(s) totaling sixty or more calendar days in a given school year) except; Superintendent and Assistant Superintendent; the Elementary, Middle School, and High School Principals; the Elementary, Middle School, and High School Assistant Principals; the Elementary, Middle School, and High School Directors of Student Activities; Administrative Assistants; Director of Athletics; Inter-Corporation Psychologist; Special Education Director; Inter-Corporation Director of Vocational Education; Retired Teachers; Curriculum Director; Transportation Director; Technology Coordinator; Business Manager and West Noble Administrators.
- B. The term "Local Association" shall mean the West Noble CTA.
- C. The terms "Board" and "Association" shall include authorized officers, representatives and agents.
- D. The term "School Corporation", when used in this Contract, shall refer to the West Noble School Corporation of Noble County of the State of Indiana.
- E. The term "retired teacher" shall be defined as any teacher currently drawing a benefit from Teacher's Retirement Fund based on their personal years of service.

**ARTICLE II**  
**Compensation and Expenses**

**Section 1**

- A. First and Second year teachers who are in their first two full school years that the teacher provides instruction to students in elementary or secondary grade levels without previous instructional experience in another Corporation may receive a compensation increase regardless of their evaluation rating. All other teachers who receive an evaluation performance rating of "Improvement Needed" or "Ineffective" shall not receive an increase. Professional growth stipends were earned prior to 2013-2014 and as such do not increase compensation and are therefore not affected by performance ratings.
- B. For school year 2018-19 the FTE base salary range is established at \$36,078 - \$69,291. Should a teacher's base compensation exceed the maximum, the excess dollars will be paid as a onetime stipend.
- C. Compensation Plan - The following plan will be used for 2018-2019
- a. Teachers who received an evaluation rating of ineffective or needs improvement will not receive an increase. The amount which would have been allocated for the salary increase of those rated ineffective or needs improvement shall then be redistributed to those teachers who receive effective or highly effective.
  - b. One point is awarded for experience. Experience is defined as 120 or more days under contract the previous school year with WNSC.
  - c. Two points are awarded for an Effective rating from the previous year of the WN evaluation plan.
  - d. Two and one tenth points (2.1) are awarded for a Highly Effective rating from the previous year of the WN evaluation plan.
  - e. Each point will have a value of \$300.
  - f. Teachers who earn:
    - 2 pts will receive a base pay increase of \$600
    - 3 pts will receive a base pay increase of \$900
    - 3.1 pts will receive a base pay increase of \$930

- g. This base pay increase is retroactive to the beginning of the school year.
  - h. Teachers will receive an evaluation rating if they attended 90 or more days.
- D. The parties have bargained there will be a salary increase for the 2018-2019 school year.
- E. Teachers who earned approved professional growth hours prior to January 1, 2013 will continue to receive an annual stipend for those hours equivalent to the 2012-13 stipend.
- F. For those teachers who obtain a Master's Degree in an area for which they are licensed to teach; in Education Administration; or in another subject area approved by the Superintendent; a \$2,000 increase will be applied to their base pay provided that criteria below are met.
- a. Academic Need – defined as the need to retain teachers
  - b. The teacher is teaching in a licensed content area or another course
  - c. The teacher has not previously received a Master's or a BS +36 increase
  - d. The course work must be completed prior to September 1
  - e. The teacher must notify the Superintendent prior to September 15, by providing a transcript confirming the attainment of a Master's Degree

## **Section 2**

- A. In addition to base salary, the Board will pay the 3% teacher contribution to the teacher's retirement fund (INPRS)
- B. If the School Corporation requires the teacher to attend a conference, seminar or workshop the Corporation will pay the following expenses: registration, mileage at the IRS standard rate then in effect, room and meals. Any seminar or workshop where credit is given, the teacher will pay that particular part of the cost.
- C. A teacher who is required to use his/her personal vehicle in the course of employment and qualifies for reimbursement will be paid for the miles driven at the IRS standard rate then in effect.

### **Section 3**

Regular salary payments will be made in twenty-six (26) installments. All part-time personnel would be given the option of receiving their pay in twenty (20) installments. In the years that have a 3 week pay period, the 3 week pay period will occur in the last half of the year in the month that would have had 3 pays. The Corporation shall provide written and/or electronic notification to every teacher no less than 90 days in advance of any 3 week pay period.

### **Section 4**

- A. The current extra-curricular salary schedules are set forth in Appendix C.
- B. A teacher may submit in writing to the Superintendent a request to work on curriculum development. The request must designate the amount of hours and include an outline of the work to be accomplished. This request must receive the approval of the Building Principal and the Superintendent of Schools. One of the criteria for granting approval will be based on the inability to accomplish this task by giving released time during the teacher's day. The teacher requesting to write curriculum during the textbook adoption cycle will receive preference. The pay rate for curriculum writing will be twenty dollars (\$20) per hour for those hours approved. Teachers who are approved to do tutoring or work with students outside the regular teacher's day will be paid the higher of either \$32.50/hour if the teacher has a Bachelor's degree or \$35.00/hour if they have a Masters degree. Volunteer workshops, seminars, and other in-service sessions may qualify for the professional pay rate at twenty (\$20) per hour.

### **Section 6**

Title I – Current Title I teachers (as of 8/1/2015) will be compensated at 90% of their FTE. The beginning salary for Teachers new to Title I after 8/1/2015 will be \$36,078.

### **Section 7**

Summer School Benefits - Summer school teachers shall have the right to use their sick days and bereavement days during summer school. Personal days shall not be used during summer school.

## **Section 8**

Safe Work Environment - Any teacher who misses school because of an assault by a student shall not have that time deducted from sick leave until such time as the teacher qualifies for disability benefits. The School Corporation shall reimburse the teacher for all medical expenses the teacher incurs in such a situation, which are not covered by another source (such as insurance) up to, but not to exceed, medical insurance co-pays and deductibles which will be based solely on West Noble's group health policy. With respect to property damage, reimbursement or payment shall be limited to the teacher's deductible amount or the sum of one thousand dollars (\$1,000), whichever is less, if the damage occurs off school premises. If the damage occurs on school premises the payment shall be limited to the teacher's deductible or the sum of one thousand dollars (\$1,000), whichever is less.

## **Article III** **Beginning Teacher Stipends/Raises**

### **Section 1**

This article was negotiated outside the compensation plan.

1<sup>st</sup> year teacher awards are stipends and not subject to the compensation plan. Teachers will receive a \$900 stipend for an Effective rating or a \$1000 stipend for a Highly Effective rating. Teachers must return the following school year to receive the stipend.

Teachers granted four (4) or more years experience when hired will receive second year awards as stipends, not base increases. Second year teacher awards are based on evaluation and experience. Teachers will receive second year awards as a base pay increase (unless they were hired with four (4) or more years of experience). *If a teacher has already been paid additional salary when hired due to a high needs position, these additional funds will be paid as a stipend.*

One point is awarded for experience. Experience is defined as 120 or more paid days.

Two points are awarded for an Effective rating from the previous year of the WN evaluation plan.

Two and one tenth points (2.1) are awarded for a Highly Effective rating from the previous year of the WN evaluation plan.

Each point will have a value of \$550. Teachers who earn:

1 point will receive a base pay increase of	\$550
2 points will receive a base pay increase of	\$1,100
3 point will receive a base pay increase of	\$1,650
3.1 points will receive a base pay increase of	\$1,705

First and second year awards are in addition to other raises/stipends.

Second year teachers are defined as teachers who are completing their second year of 120 or more days of employment (paid days) with West Noble.

First year teachers are defined as teachers who are completing their first year of 120 or more days of employment (paid days) with West Noble.

Teachers will receive an evaluation rating if they attended 90 or more days.

This base pay increase is retroactive to the beginning of the current school year. In no case shall a teacher be paid multiple awards for the same year.

## **ARTICLE IV** **Leaves**

### **Section 1 – Immediate Family**

Immediate Family - Immediate family shall include: current spouse, child, sibling, parent, grandparent, or grandchild. Family members named include teacher and/or the teacher's spouse. Immediate Family also shall include any other person who qualifies by IRS regulation as a dependent or person placed in the household by the court. For bereavement only, the definition of the immediate family shall also include siblings of the teacher's current spouse, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchildren of spouse.



## **Section 2 – Paid Time Off (PTO)**

Teachers will be given twelve (12) leave days to use for personal business, personal illness, family illness, or for funerals. These are not vacation days.

Days will not require written request or prior permission except to extend a break or supersede any of the following limitations.

Unused PTO days roll over to sick days the following year. Previously accumulated sick days will remain as sick days and cannot be used as PTO days.

No more than two (2) PTO days may be used on consecutive school days not related to illness without the approval of the Superintendent prior to the start of the leave.

Only 1 day per year may be used to extend a break.

PTO days may be used to extend bereavement leave.

Teachers will schedule absences in substitute system 48 hours in advance whenever possible.

No more than one day is to be used in May for non-illness or non-bereavement reasons.

Limitations may be waived by Superintendent if deemed appropriate.

If an extended illness occurs in which a teacher uses multiple sick days, the PTO days would be used until the teacher reaches ten (10); at that point two (2) days would be reserved for personal affairs and accumulated sick days would be used if still needed for the illness.

Principals will conference with individuals who have missed nine (9) days. If poor attendance choices are indicated, the employee will receive a written notice that continued poor attendance is likely to result in a one point deduction for core professionalism.

## **Section 3 – Sick Leave**

The maximum accumulation of sick leave is unlimited.

A total of 12 days of sick leave each year may be taken for personal medical or dental appointments or illness within the immediate family. The use of additional days may be requested in writing to the superintendent who may approve or deny the request.

In the event that a teacher finds it necessary to leave for one and one-half (1 1/2) hours or less during the school day for any of these reasons he/she shall be charged in one-fourth (1/4) day increments. A leave time when a teacher has no direct responsibility for students shall not count.

Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.

### **Maternity/Paternity Leave**

A Maternity/Paternity leave utilizes the teacher's available PTO and sick leave days while under a doctor's care. Such a leave commences the day following the birth, or adoption, of the child and continues for six (6) weeks. During this six (6) week period, the teacher may use up to thirty (30) available PTO and sick leave days. If the teacher has few than thirty (30) available sick leave days, the teacher may choose to take the remainder of the six (6) week period as an uncompensated leave.

If the birth, or adoption, of the child occurs over the summer break, the provisions will not be granted if the leave is set to expire prior to the first day of the school year. If the provision has not been expired over the summer break, then the teacher may use any/all of the residual days, beginning with the first day of the new school year and continuing consecutively.

If the teacher is medically disabled, as verified by a physician's statement, beyond the provisions cited here within, the teacher may use more of his/her available sick leave days to cover the time period of the disability.

Uncompensated leave may continue for up to one (1) year following the birth, or adoption, of the child. The teacher granted such a leave shall have the right to maintain, at his/her expense sole expense during the leave, all insurance benefits in which he/she was enrolled at the time of the request. A teacher on uncompensated leave is required to return within one (1) year following the birth, or adoption, of the child, except the return date may be adjusted beyond the child's first birthday to the first day of the next grading period. The teacher granted such a leave will be returned to the same assignment or one that is comparable and equal in benefits as determined by the Administration.

### **Section 4 – Accumulated Sick Day Transfer**

Accumulated sick days from a previous school corporation shall transfer.

### Sick or Personal Leave Accumulation

Sick and personal leave shall not accumulate for a school year when the teacher did not teach. For teachers who do not teach the entire school year, credit for personal or sick leave shall be credited on a twenty-five (25) percent basis for every forty five (45) teacher contract days. Recognizing that sick and personal leave are "credited" to the teacher as of the first day of the Fall Semester, if this policy necessitates "deducting" sick or personal days, such adjustment shall be made in the school year of the teacher's return to teaching at the School Corporation. Each situation will be unique and FMLA laws shall fully apply.

### **Section 5 – Sick Leave Bank**

The Board will recognize a sick leave bank to be administered by the Association subject to the limitations specified below:

Any teacher may elect to donate one (1) day of his/her annual sick leave credit to the sick leave bank. A teacher's election shall be irrevocable. A list of those teachers electing to donate one day of sick leave to the sick leave bank shall be submitted by the Association to the Superintendent's office by December 1 of each year.

- B. Any teacher who is otherwise entitled to sick leave with pay, who elected to participate, and who has exhausted all leave accumulation because of personal illness (including family illness days or physical disability), shall be eligible for sick leave bank credits until he/she has fulfilled the qualifying period for long term disability insurance.
- C. The Association shall have the full responsibility in granting, denying or suspending grants of sick days from the bank. The Association may not grant more than the days necessary to fulfill the waiting period for Long Term Disability of the days granted for teacher illness.
- D. Administrative provisions to implement this Article shall be mutually agreed to between the Board and the Association. They are as follows:
  - 1. Purpose: The general purpose of the Sick Leave Bank is to help those members of the Sick Leave Bank who have used all their own sick leave to meet emergency, illness, injury or hospitalization of the teacher or a member of the teacher's household as defined by the IRS. The Sick leave bank may not be used for routine doctor's appointments.
  - 2. Responsibility: A standing committee of West Noble teachers, representing all the

buildings in the corporation shall be appointed by the Executive Committee of the West Noble Classroom Teachers Association. They shall have the responsibility for granting, denying or suspending grants of sick days from the bank. Their decision shall be final. The secretary of this committee will keep records and report to the Superintendent's Office. It shall be the responsibility of the Superintendent's Office to notify the Sick Bank Committee when a participating teacher has exhausted his/her sick and family illness days.

3. General Procedure: As per Master Contract Article VIII, Section 3, any teacher may donate three (3) days to the bank at the rate of one (1) day each year for three years. When the accumulated days in the bank drop below two-hundred fifty (250) days, the teachers will be required to donate another day each. Failure to donate when requested will terminate the teacher's right to participate in the bank. Those who borrow from the bank shall continue to donate two (2) days a year until their donation is equal to the number they have personally drawn. They can voluntarily pay back more days if they desire. Upon leaving the West Noble School Corporation, the borrower must repay the Sick Leave Bank any accumulated sick days up to the number he/she has previously drawn if at the point of severance the borrower has any accumulation.
4. Procedure for Borrowing: The applicant, or a member of the applicant's family, will contact his/her building's Sick Bank representative. The representative will call a Sick Bank Committee meeting. The applicant will be notified of the decision. The Sick Bank application form will be filled out in triplicate. One copy will go to the Superintendent's Office, one will be kept on file with the committee, and the applicant will retain the third.

## **Section 6 – Court Leave**

Court leave with pay shall be granted to teachers for the time necessary to make appearance(s) in any court proceeding resulting from activities relating to the teacher's employment with the School Corporation, except when the teacher is a plaintiff in court proceedings to enforce Section 14, Public Law 217, Acts of 1973. The Board will pay a teacher for court appearance resulting from a subpoena to testify in a court proceeding, the difference between what the courts pays the teacher and teacher's daily wage. However, if a teacher is charged in a school connected criminal matter requiring his/her appearance in court, pay shall not be granted if the teacher is proven guilty of the charge.

## **Section 7 – Jury Duty**

When requested, a teacher may serve on jury duty. The Board shall pay the teacher his/her full salary less any daily remuneration granted by the court; pay for court-incurred expenses shall not be considered as court pay and shall not be deducted from the teacher's salary; provided, however, the teacher will join with the School Corporation in requesting the court for an excuse from jury duty when, in the opinion of the School Corporation, the teacher's absence would create a hardship on the educational program.

When requested, a teacher may serve on an election board. The Board shall pay the teacher his/her full salary less any remuneration granted by the election board.

## **Section 8 – Bereavement and Funeral Leave**

Up to five (5) consecutive school days of absence, without loss of pay, within 8 days of the death, commencing with the first day requested by the teacher, shall be granted a teacher for a death in the immediate family, including miscarriage.

Up to three (3) consecutive school days of absence, without loss of pay, within 8 days of the death, commencing with the first day requested by the teacher shall be granted a teacher for a death of a niece, nephew, aunt, or uncle. The 8 day rule may be waived by the Superintendent in extreme circumstances.

PTO days may be used to extend bereavement without limitations.

If attendance for the visitation and/or funeral requires extended travel or if the teacher is involved in funeral arrangements for someone other than immediate family, the teacher may request additional leave from the Superintendent.

One (1) funeral day without loss of pay may be granted a teacher for the death of someone outside of the above listed criteria with Superintendent approval.

## **Section 9 – Worker’s Compensation**

A teacher who is absent from work because of injury received on the job shall not be charged for use of sick leave days taken in connection with the injury as long as it is in compliance with the Indiana State Worker's Compensation Law. The teacher will be paid by the School Corporation the difference between Workman's Compensation and his regular pay not to exceed the total dollar value of his total accumulated sick leave.

## **Section 10 – Professional Leave**

The Board agrees that two (2) professional leave days with pay may be granted for the following purposes:

Attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences sponsored by industry, professional associations, colleges, universities or governmental agencies concerned with public school matters.

The visitation to other school corporations or educational institutions for the purpose of observing instructional techniques or other instructionally-oriented programs.

For special education staff, an additional two (2) days may be granted for the purposes of writing/completing IEPs.

The Board agrees to provide sufficient funds to pay mileage, at the IRS standard rate which is incurred in connection with the above mentioned professional leaves within the boundaries of the State of Indiana or a two-hundred fifty (250) mile radius of the Corporation. Request for other professional leave expenses may be paid by the School Corporation if a request for such additional expenses is made to the Superintendent or his designee prior to the use of the professional day leave. Teachers shall be expected to give adequate notification to the office of the Superintendent on the proper form.

Forms are available from the building principal, the personnel office, or the Association. Further, teachers may be requested to report the nature of the professional meetings attended and to give a resume of the program. The School Corporation has the right to limit the use of professional leave days to fifteen (15) percent of the teachers on any one (1) school day. In the event that the School Corporation exercises the right to limit the use of professional leave, the School Corporation shall limit the use of professional leave to the first fifteen (15) percent of the teachers who request professional leave for that day.

This section would not jeopardize any of the other provisions of the professional leave.

## **Section 11 – Association Leave**

A total of five (5) days may be used by teachers for Association business. These days must be approved by the Association Presidents. Three additional days are available if approved by the Association Presidents and the Superintendent. No one person shall use more than four (4) Association days in the one school year.

## **Section 12 – Notification of Teacher's Intent**

Notification will be given the Board of Education, through the Superintendent of Schools, by April 1 of the teacher's intention for the forthcoming school year in order to reduce RIFs and to aid in planning for staff. This will apply to all teachers who have been granted a leave by the Board of Education and to retiring teachers. A statement of this condition will be given to the teacher who is granted a leave.

## **Article V** **Retirement /Severance Benefit**

### **Section 1 – Insurance**

A teacher, as defined in Article 1 Section 2A, who is employed by the Board at the time of retirement or severance from employment, will be eligible for the following benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

**Group Health Insurance** - Immediately following severance, the teacher and his/her spouse, if any, shall have the option of participating in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:

1. While the retired teacher and spouse, if any, are enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the monthly payment to be made on or before the first day of each month.
2. Within ninety (90) days of the severance date, the teacher has provided a written request to the School Corporation for continuing insurance coverage of the teacher and spouse, if any. When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these

provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6.

Term Life Insurance - The retired teacher may convert the School Corporations term policy into a whole life policy to continue coverage. To continue this coverage, the retired teacher must pay the entire insurance premium applicable to the insurance coverage according to the payment schedule of the new policy.

## **ARTICLE VI** **403 (b) ANNUITY PLAN**

Each teacher may elect to make a salary reduction election and make tax deferred contributions, to a plan described in section 403 (b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code. The Board shall forward salary reduction money to the appropriate vendor monthly.

The School Corporation will provide a list of approved investment vendors for the salary reduction contributions made to the 403 (b) Plan.

## **ARTICLE VII** **Insurance**

### **Section 1**

Teachers whose first day of work is/was prior to July 1, 2008 are eligible for a corporation contribution on both single and family health insurance should they choose to participate, provided they are contracted for 50% or more full-time equivalency (FTE) per week. Teachers whose first day of work is/was on or after July 1, 2008 are eligible for a corporation contribution to the single plan, provided they are contracted for 50% or more FTE per week. They are also eligible to a corporation contribution on the family plan if they are contracted at least 90% FTE or greater.



## **Section 2**

Plan A: (plan existing in 2016 and prior)

- a. The Board agrees to pay five thousand, three hundred fourteen dollars (\$5,314) towards a single plan and thirteen thousand, forty dollars (\$13,040) towards a family plan for medical and hospitalization insurance effective upon ratification by the West Noble CTA and the West Noble School Board. The teacher electing to be covered may select either the single plan or family plan and shall pay any necessary difference for the premium. If there is/are an increase(s) in premium prior to the expiration of this contract, the Board agrees to pay sixty percent (60%) of all premium increases.
- b. Should both a husband and wife be entitled to the benefit of this section, such persons may, as group insurance participants, elect either to enroll in separate single plans or combine their individual monthly entitlements so that both such monthly entitlements for a single plan are applied toward payment of one family plan.
- c. Any employee who does not carry the medical insurance provided by the corporation will be offered the opportunity to participate in the "wellness" program. The corporation will pay \$300 toward a yearly physical as described in the current medical insurance policy.

Plan B: (high deductible plan)

- d. The Board agrees to pay all but one thousand, one hundred dollars (\$1,100) toward the single high deductible plan
- e. The Board agrees to pay all but seven thousand dollars (\$7,000) toward the cost of the high deductible family plan. This high deductible family plan includes the spouse only if the spouse is not eligible for any other employer offered health insurance coverage.

## **Section 3 – Medicare Language**

In lieu of Health Insurance, the Board shall pay full premium cost of a Medicare supplemental health insurance program for all members of the bargaining unit age sixty-five (65) and over and still teaching.

#### **Section 4 – Life Insurance**

The Board will pay the full amount of the group term life insurance policy in the face amount of \$50,000 with double indemnity for accidental death until such time as the contract with the subject carrier reduces such benefit amount according to that contract's "Reduction Formulas" at which time, the employees life benefit amount provided by the West Noble School Corporation will be reduced by the amount provided within such reduction schedules.

#### **Section 5 – Long Term Disability Insurance**

The Board will pay one-hundred (100%) percent of the annual premium of the Long Term Disability insurance plan with a ninety (90) calendar day waiting period and sixty-six and two-thirds percent (66 2/3%) benefit level.

Teachers on long-term disability may collect retirement benefits when they qualify. If they collect such, they cease eligibility for Long-term Disability payments on the date of their receipt of the first retirement payment.

#### **Section 6 – Vision Insurance**

The Board will pay the full cost of a vision insurance program for all employees and their eligible dependents. Such plan shall provide one exam and new frames and lenses (with no deductible) for each family member every twelve (12) months.

#### **Section 7**

In the event of any refund by insurance companies made on teacher-related policies, such refunds shall either be returned and paid to the teacher who paid the premiums on a pro rata basis or be applied to adjusting future premium payments in such insurance plan.

#### **Section 8**

Subject to any applicable rules of the insurance carriers, any teacher on a leave who is not being compensated for such leave or whose compensation for such leave has expired, may continue his/her insurance by paying to the School Corporation an amount equal to the total sum of the monthly premiums for such insurance for the anticipated length of such leave, or at least one (1) month in advance, prior to such leave (or when compensated leave expires), and

the School Corporation shall thereupon continue the insurance for such teacher for the duration of the leave so anticipated. This does not apply to the Family Medical Leave Act of 1993.

### **Section 9 – Section 125**

The Board shall provide, without cost to participants, a Section 125 Plan (Generation I and II).

### **Section 10 – Insurance Holidays**

If due to low claims, the insurance fund cash balance grows to exceed \$1.2 million dollars, the superintendent will begin discussion regarding an insurance holiday. With the recommendation of the insurance committee, the approval of the president(s) of the CTA, and the approval of the WN school board; an insurance holiday may be implemented allowing the employees and the employer to skip one or more insurance payroll contributions.

## **ARTICLE VII** **Grievance Procedure**

### **Section 1 – Definitions**

- A. A "Grievance" is an alleged violation or claimed misinterpretation or misapplication of a specified Article or Section of this Agreement.
- B. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit.
- C. The term "day" when used in this Article shall mean teacher days (as that term is used in the school calendar of 185 days). During the summer recess, the term shall mean weekdays (Monday through Friday).
- D. The term "building principal" includes regular licensed Principal or Assistant Principal at each educational institution in the system.

## **Section 2 – Grievant and Representation**

- A. An individual teacher or group of teachers may present a grievance and may do so with the aid of the exclusive representative. The exclusive representative will thus be given an opportunity to be present at all stages of the grievance machinery. The adjustment of any grievance shall not be inconsistent with the terms of this Contract. The purpose of the grievance procedure is to settle grievances which may arise at the lowest possible administrative level.
- B. The Association shall have the right to file system-wide grievances at Step Three, subject to the time limits of Step Two, paragraph 3.

## **Section 3 – Procedure**

Step One. A grievance may be initiated in one (1) of the following ways.

- 1. The teacher may approach the building principal concerned and discuss the matter in his/her own behalf.
- 2. The teacher may request that a representative of the Association accompany the teacher and in such case the building principal shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.
- 3. The teacher may bypass this step of the procedure if the grievance is of a personal nature.

Step Two. In the event the grievance is not resolved in Step One, the grievant may file a formal grievance in writing with the building principal on the form shown in the Appendix.

- 1. The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal, and the Superintendent's office.
- 2. The grievance shall (a) name the other teacher(s) involved, if any; (b) state the facts giving rise to the grievance; (c) identify the specific provisions of this agreement alleged to have been violated or misinterpreted; (d) state the contention of the grievant with respect to the grievance; (e) indicate the specific relief requested; and (f) be signed by the grievant (s). In the case of an Association grievance under Section 2B, the grievance shall be signed by the President(s) of the Association.

3. The grievance should be filed as soon as possible, but any grievance not presented in writing in Step Two within twenty (20) days of the time the grievant knew, or reasonably should have known, of the grievance shall be deemed waived and shall not be processed.
4. The teacher may request a meeting with the building principal, and the Association representative may accompany the grievant. In any event, within three (3) workdays after receiving the written grievance, the building principal shall communicate his/her answer, in writing to the grievant and the Association representative, and said answer shall be attached to the grievance.

Step Three. If the grievance is not settled in Step Two, it may be appealed to the Superintendent of Schools by filing a written notice with the Superintendent. The statement of grievance should be submitted within three (3) work days from the time the employee has received a reply from the immediate supervisor concerning his/her original statement of grievance. The Superintendent shall give the answer in writing no later than three (3) work days after the receipt of the written grievance. A copy of this answer will be sent to the employee submitting the grievance as well as the President(s) of the Classroom Teachers' Association of the West Noble School Corporation.

Step Four.

1. If the grievance is not resolved in Step Three, the teacher may, within three (3) work days of receipt of the Superintendent's answer, appeal to the Board by filing the grievance and the building principal's answer, along with a written response of the teacher, if desired, with the office of the Superintendent who signs a receipt. Any such response by the grievant shall be attached to the grievance.
2. A meeting with the Board or its designated members shall be held within ten (10) work days following the receipt of such notice, and the Superintendent shall promptly notify the grievant and the Association of the date, the time, and the place where the appeal shall be heard. The Board's written answer shall be transmitted to the grievant and the Association within five (5) work days after the informal hearing.

Step Five. Within twenty (20) days after receipt of the decision in Step Four, the Association, upon written notice to the School Board, may submit the grievance to advisory arbitration under and in accordance with the rules of the American Arbitration Association pursuant to the following procedure:

1. The two (2) parties, the School board and the Association, shall attempt to select an arbitrator by mutual agreement. If the two (2) parties cannot agree on the arbitrator,

within ten (10) work days after notification is given, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

2. The parties agree that neither party shall be permitted to present matters outside the scope of the grievance and its attachments.

#### **Section 4 – Powers of Arbitrator**

- A. The role of the arbitrator is advisory only. The arbitrator shall have no power:
  1. To add to, subtract from, disregard, alter, or modify any of the terms of this agreement;
  2. To rule on the termination of services or failure to re-employ any teacher.
  3. To rule in regard to any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including but not limited to any matter subject to the procedures specified in the Equal Employment Opportunity Act, or other legislation, addressed to race, religious origin, sex, or age discrimination;
  4. To advise on any practice, policy, or rule of the Board unless such practice, policy, or rule shall be in conflict with this Agreement.
- B. The decision of the arbitrator shall be advisory and not binding on the Association, the Board, or the School Corporation.
- C. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them.

#### **Section 5 – Other Provisions Relating to the Grievance Procedure**

- A. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- B. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant (s) and are not valid basis

for evaluations.

- C. Time limits herein may extend only by mutual written agreement, signed by the parties.
- D. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teacher were present and working.
- E. All steps of the grievance procedure shall be conducted during mutually agreed to times.
- F. If there is a failure at Step One or Two to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- G. Any grievance not advanced from one step to the next within the time limits and if not processed by the teacher or his/her representative shall be deemed resolved by the answer at the previous step. Any answer not received from the Board or its' representative as outlined previously in this Article shall cause the implementation of the remedy sought by the grievant.
- H. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- J. No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of or compromise agreement with any State or Federal regulatory commission or agency.
- K. This step is the last appeal.

## **APPENDIX A**

### **July 2018 – June 2019 Salary Schedule**

#### **New Hires Starting Salaries**

The Superintendent will make a beginning base salary recommendation to the School Board based on the following:

Category 1 - Teachers with 0 years of experience with a bachelor's degree will be recommended a beginning salary of \$36,078 FTE. Teachers with 0 years of experience with a master's degree will be recommended for a beginning salary of \$38,178 FTE.

Category 2 - Experienced teachers will be placed on a step similar to WN teachers of comparable experience and qualifications. See Appendix B.

Category 3 - In the situation where there are 2 or less qualified applicants, a stipend up to \$4,500 may be offered.

- The teacher must maintain an effective or highly effective rating to obtain the stipend for the school year.
- The stipend will be paid over a 3 year period with 25% of the stipend to be paid at the completion of first year of service, 25% of the stipend to be paid at the completion of the second year of service, and 50% of the stipend to be paid at the completion of the third year of service.

Category 4 - If the superintendent and CTA president(s) agree that there is a critical need situation (zero qualified candidates) then the superintendent may make a recommendation to place a teacher on a salary similar to WN teachers of comparable experience and qualifications plus up to an additional \$5,000 on their base salary. The salary shall not fall below \$36,078 or exceed \$69,291.

A new hire may fall under more than one category and as such have multiple guides applied.



**APPENDIX B**

**Beginning Salaries for new hires**

The superintendent, after checking past employment records, will set the years of experience granted.

Beginning Wage for Teachers Hired after 07/01/15

Experience	Bachelor	Experience	Master
0	\$36,078	0	\$38,178
1	\$36,078	1	\$38,178
2	\$36,078	2	\$38,178
3	\$36,478	3	\$38,578
4	\$37,178	4	\$38,578
5	\$38,166	5	\$41,152
6	\$38,166	6	\$41,652
7	\$39,162	7	\$42,647
8	\$40,157	8	\$43,644
9	\$41,153	9	\$44,653
10	\$42,153	10	\$46,128
11	\$43,145	11	\$47,373
12	\$44,140	12	\$48,617
13	\$45,133	13	\$49,863
14	\$46,128	14	\$51,107
15	\$49,613	15	\$52,348
16	\$51,247	16	\$53,592
17+	\$53,051	17	\$54,837
		18	\$56,082
		19	\$57,326
		20	\$58,575
		21+	\$59,813

## Appendix C 2018-2019 Extracurricular Schedule

The number of position is listed for reference only and is not negotiated.

NON-ATHLETIC ACTIVITY	TITLE	# of Post.	New Amount
Cheerleaders	High School - FB	1	\$1,130
Cheerleaders	High School - BB	1	\$1,130
Cheerleaders	Middle School	1	\$1,050
Pep Band	High School	1	\$877
Robotics	High School	2	\$1,633
Speech & Debate	High School	1	\$1,933
Yearbook	High School	1	\$1,613
Yearbook	Middle School	1	\$1,130
Class Advisors	High School - Sr.	2	\$485
Class Advisors	JR magazines sales	1	\$306
Class Advisors	JR concessions	1	\$1529
Class Advisors	JR class advisor	1	\$517
Class Advisors	High School - other	2	\$204
Student Council	High School	1	\$1,485
Student Council	Middle School	1	\$1,485
Plays	High School - Spring	1	\$1,130
Plays	High School - Fall	1	\$1,130
Plays	High School - Musical	1	\$888
Plays	High School Asst.	2	\$646
Clubs/Organizations	High School	12	\$502
Clubs/Organizations	Middle School	12	\$502
Clubs/Organization	WNE	5	\$247
Clubs/Organization	Primary	5	\$247
Academic Super Bowl	High School	1	\$784
BPA	High School	2	\$510
FFA	High School	1	\$896
FCCLA	High School	1	\$673
VICA	High School	1	\$673
Spelling Bee	Coordinator - Host Yr.	1	\$247
Team Leaders	High School	8	\$1,050
Team Leaders	Middle School	10	\$1,050
Team Leaders	Elementary/Primary	12	\$1,050
Dual Credit/AP Teachers	High School	As Assigned	\$250/Tri
<del>Wellness Grant*</del>		4	\$1175

\*Contingent upon the State Public Health Actions Wellness Grant. Stipend will not exceed grant funding.

If the principal, AD and head coach are in agreement, any position may be held by more than one person, sharing the compensation. All parties must come to agreement as to how the pay will be divided.

Appendix 2017-2018 Extracurricular Schedule  
(continued)

<b>ATHLETIC ACTIVITY</b>	<b>TITLE</b>	<b># of Post.</b>	<b>New Amount</b>
Athletic Director Asst.	Fall Season	1	\$2,081
Athletic Director Asst.	Winter Season	1	\$2,601
Athletic Director Asst.	Spring Season	1	\$1,561
Baseball/Softball	High School	2	\$3,382
Baseball/Softball	High School Asst.	4	\$2,015
Basketball	Varsity	2	\$6,601
Basketball	B-Team	2	\$3,542
Basketball	Freshman	2	\$2,416
Basketball	8th Grade	2	\$1,813
Basketball	7th Grade	2	\$1,813
Basketball	6th Grade	4	\$1,050
Cross Country	High School	2	\$2,256
Cross Country	Middle School	2	\$1,130
Cross Country	Middle School Asst.	1	\$826
Football	High School	1	\$6,601
Football	High School Asst.	4	\$2,979
Football	Middle School	1	\$1,614
Football	Middle School Asst.	3	\$1,292
Golf	High School	2	\$2,256
Golf	Middle School	2	\$1,130
Gymnastics	High School	1	\$2,256
Gymnastics	High School Asst.	1	\$1,211
Gymnastics	Middle School	1	\$1,211
Gymnastics	Middle School Asst.	1	\$826
Soccer	High School	2	\$3,059
Soccer	High School Asst.	2	\$1,773
Soccer	Middle School	2	\$1,292
Soccer	Middle School Asst.	2	\$826
Tennis	High School	2	\$2,256
Tennis	Middle School	2	\$1,292
Track	High School	2	\$2,899
Track	High School Asst.	4	\$1,773

Track	Middle School	2	\$1,292
Track	Middle School Asst.	2	\$826
Volleyball	High School	1	\$3,059
Volleyball	High School Asst.	1	\$1,773
Volleyball	Freshman	1	\$1,211
Volleyball	8th Grade	1	\$1,292
Volleyball	7th Grade	1	\$1,292
Volleyball	6th Grade	2	\$826
Wrestling	High School	1	\$3,059
Wrestling	High School Asst.	1	\$1,773
Wrestling	Middle School	1	\$1,292
Wrestling	Middle School Asst.	1	\$826
Open Gym Supervisors	H.S. - not to exceed 100 Hrs.	0	\$16
Weight Training	Each Semester	0	\$1,050
Additional HS Assistants			\$1,211
Additional MS Assistants			\$826

## Appendix D

### 2018-2019 Extended Contracts

By state law, the number of days worked is set by the Corporation. Extended contracts are listed here for reference only. For 2017-18 school year West Noble intends to extend these contracts. Extended contracts are paid at negotiated professional rate.

<u>EXTENDED CONTRACTS</u>	<u>TIME</u>
Vocational Agriculture	80 hours
Band – High School	135 student contact hrs
Band – Middle School	50 student contact hrs
Social Worker &/or Guidance (6 total)	
HS (2)	HS 80 hours
MS (2)	MS 80 hours
Elem (1 each)	ELEM 40 hours
Librarian – High School	40 hours
Librarian – Middle School	40 hours
Librarian – Elementary Schools (2)	40 hours

**Appendix E**

**GRIEVANCE FORM**

WEST NOBLE SCHOOL CORPORATION

Name of Aggrieved Teacher Seeking Relief:

Date of Alleged Violation:

Name of Other Employee (s) Involved, if Any:

\_\_\_\_\_

Identification of Specific Provisions of Agreement Violated or Misinterpreted:

\_\_\_\_\_

Statement of Facts Giving Rise to the Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Specific Relief Requested:

\_\_\_\_\_

Signature of Teacher Seeking Relief

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Level of Process and Referral Date:

Principal

Superintendent

Received Date: \_\_\_\_\_ Received Date: \_\_\_\_\_

Decision Date: \_\_\_\_\_ Decision Date: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Board

Arbitrator

Received Date: \_\_\_\_\_ Received Date: \_\_\_\_\_

Decision Date: \_\_\_\_\_ Decision Date: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_