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ARTICLE I

RECOGNITION

- A. For the purpose of collective bargaining and discussions pursuant to Public Law 217 (1973), the Board of Education of the Metropolitan School District of Warren Township hereby recognizes the Warren Education Association, an association affiliated with the Indiana State Teachers' Association and the National Education Association, as the exclusive representative for all certified teachers employed in the school corporation under a regular or temporary teachers' contract except the following administrators:

Superintendent, Associate Superintendents, Assistant Superintendents, Directors and Assistant Directors with district-wide responsibilities, Supervisors, Principals, Associate Principals, Assistant Principals and Assistants to the Principal, Athletic Directors and Assistant Athletic Directors, Administrative Assistants and Coordinators, Administrative Interns, Deans, and Department Chairpersons at Warren Central High School and Walker Career Center.

B. Definitions:

1. The term "teacher" when used in this Agreement shall refer to all certified personnel employed by the Board of Education as defined in Article I (A).
2. The terms "Board" or "School Corporation" when used in this Agreement shall refer to the Board of Education of the Metropolitan School District of Warren Township and any person(s) authorized to act on its behalf.
3. The term "Association" when used in this Agreement shall refer to the Warren Education Association and any person(s) authorized to act on its behalf.
4. The term "parties" when used in this Agreement shall refer to the Board (and/or its agents) and the Association (and/or its agents).
5. The term "day" when used in this Agreement shall be considered to mean the following:
 - a. During the school year: Any regularly scheduled teacher work day;
 - b. During the summer months: Monday through Friday (excluding national holidays).

ARTICLE II

NEGOTIATIONS & DISCUSSION

A. NEGOTIATIONS:

1. The Board and the Association recognize their mutual obligation to negotiate in accordance with Public Law 217 and to seek agreement on a successor Agreement at the earliest possible time.
2. On or before February 1st of the year in which this Agreement expires, the parties shall initiate negotiations for a successor Agreement for the forthcoming year(s). At this initial meeting, the Association and the Board shall mutually agree to a future meeting date at which time the Association and the Board shall mutually agree in which manner negotiations shall proceed.
3. Meetings shall be held at a mutually agreed upon site or alternate between the UniServ Office and the Administration Building.

B. DISCUSSION:

1. The Board and the Association agree to meet at least once a month to discuss items as described in Public Law 217, unless the chairpersons of both teams agree that no meeting is required. Discussion shall be conducted at a location within the Metropolitan School District of Warren Township.
2. Joint recommendations as a result of discussion shall be forwarded to the Superintendent for action. Items forwarded to the Superintendent shall be acted upon within fifteen (15) days and notice of said action shall be forwarded to the Association's President.
3. In any discussion, neither party shall have any control over the selection of the discussion team members of the other party.
4. No recommendation to the Board by the Superintendent, resulting from the discussion process, shall be considered or construed as part of, modification to or alternation of the negotiated agreement. The Board retains the right to make decisions on any subjects discussed with the Association, except those items specifically contained in the negotiated agreement.

ARTICLE III

INSURANCE BENEFITS

The Board shall provide each teacher the opportunity to enroll in the following insurance benefits: health insurance, dental insurance, vision insurance, income protection/long-term disability insurance, basic life insurance, supplemental life insurance, family life insurance, section 125 benefits (for health/dental insurance premiums, non-reimbursed medical expenses and dependent care expenses).

A. Health Insurance

1. The Board shall provide the option for each teacher to participate in either a major medical program or a health maintenance (HMO) program.
2. The Board shall contribute all but one dollar per school year of the annual premium for each teacher who selects a single membership in any of the offered health insurance/maintenance plans.
3. The Board shall contribute \$4,760.48 per school year in 1999-2000 for each teacher who selects a family membership in the major medical health insurance plan. The Board shall contribute an additional \$4.00 (above the \$4,760.48 in 1999-2000) for each \$6.00 increase in premium in 2000-01.
4. The Board shall contribute \$4,445.24 per school year in 1999-2000 for each teacher who selects a family membership in the health maintenance organization plan. The Board shall contribute an additional \$4.00 (above the \$4,445.24 in 1999-2000) for each \$6.00 increase in premium in 2000-01.
5. Blood pressure screening will be available to teachers at no cost to them when it is convenient to the school nurse. Hearing screening will be available to teachers at no cost to them when it is convenient to the staff conducting such screening and when the equipment is available to the school.

B. Dental Insurance

1. The Board shall contribute all but one dollar per school year of the annual premium for each teacher who selects a single membership in any of the offered dental insurance/maintenance plans.
2. The Board shall contribute \$320 per school year in 1999-2000 for each teacher who selects a family membership in the dental maintenance plans, or \$431.45 per school year in 1999-2000 for each teacher who selects a family membership in the dental insurance plan.
3. The Board shall contribute an additional \$4.00 for each \$6.00 increase in dental insurance premiums in 2000-01.

C. Vision Insurance

1. The Board shall contribute all but one dollar per school year of the annual premium for each teacher who elects to enroll in a single membership in the vision insurance plan.
2. The Board shall contribute all but one dollar per school year of the annual premium of the single membership in the vision insurance plan for each teacher who elects to enroll in a family membership in the vision insurance plan.

D. Income Protection/Long-Term Disability Insurance

1. The Board shall contribute all but one dollar per school year of the annual premium for each teacher who selects income protection/long-term disability insurance.

E. Life Insurance

1. The Board shall pay all but one dollar per school year of the annual premium for each teacher who selects the basic \$50,000 term life insurance policy with accidental death and dismemberment benefits.
2. Supplemental term life insurance shall be available in \$10,000 units up to \$100,000. The teacher shall pay the full cost of the supplemental term life insurance.
3. Dependent term life insurance shall be available in the amount of \$25,000 for a teacher's spouse and in the amount of \$5,000 for each teacher's children. The teacher shall pay the full cost of the term life insurance for family members.

F. Section 125 Benefits

1. Each teacher's deductions for insurance benefits will be deducted on a pre-tax basis under the terms of Section 125 unless the teacher chooses to not participate in Section 125 benefits. Each teacher shall cooperate in the annual Section 125 enrollment/review process.
2. For teachers who elect the Generation II plan (non-reimbursed medical expenses &/or dependent care expenses), amount(s) designated by the teacher will be deducted from paychecks on a pre-tax basis. Teachers choosing to participate in Generation II shall pay all administrative charges.

G. Enrollment in Insurance Benefits

1. Participation in these benefit plans is an individual choice. Teachers may enroll in any of these benefits provided that they enroll within the timelines and restrictions established by mutual agreement of the Board and Association.
2. For health and dental insurance coverages, teachers will be allowed to change their enrollment status and/or covered dependents (a) as a result of a change in family status and (b) in accordance with the provisions of the insurance plans.
3. "Change in family status" shall be defined as a change in marital status (marriage or divorce), loss of insurance due to an involuntary change in the employment status of the spouse, a change in family size, or any other explanation provided by COBRA or Section 125 regulations.
4. For health and dental insurance, in cases where both a husband and wife are entitled to participate in these group programs, such persons may elect to (a) enroll in two separate single plans, (b) enroll in one family membership, or (c) combine the Board contributions for two single plans toward the payment of one family plan.
5. The insurance carriers and/or funding arrangements for these benefits shall be determined by the Board.
6. There shall be no changes in these benefits or eligibility without the approval of the designated representative of the Association.

ARTICLE IV

LEAVES

A. PAID LEAVES

1. Illness Leave

- a. Each teacher shall receive ten (10) illness leave days at the start of each school year. The allocation of illness leave days will be prorated for teachers working less than full time. A day of absence will be treated as a paid day if the teacher has an illness leave day to substitute for the day of absence, and if the day of absence is in accordance with the following rules.
- b. Teachers who are transferring into the school corporation for the first time from another Indiana public school corporation shall transfer all accumulated illness leave to this school corporation.
- c. This accumulated illness leave shall be added beginning with the second year of employment in this school corporation at the rate of (3) days per year, which is in addition to the ten days described in paragraph 1.a.
- d. Illness leave may be used for the following cases:
 - (1) when the teacher is too ill to come to work, when the teacher is directed by a physician to remain at home, or when the teacher is quarantined;
 - (2) when it is necessary for the teacher to have a personal doctor or dental appointment which cannot be scheduled outside regular school hours; (teachers are encouraged to use no more than one-half day illness leave whenever possible for this purpose);
 - (3) to care for the teacher's father, mother or child: or for any other member of the teacher's immediate family who is ill while living as member of the household of the teacher; or
 - (4) when it is necessary for the teacher to accompany the teacher's father, mother or child to medical/dental appointments.
- e. Illness leave may be used to supplement benefits from worker's compensation for on-the-job injuries. (See Appendix E)
- f. If a teacher uses illness leave for purposes other than those listed above, the teacher's absence will be counted as an unexcused unpaid absence.
- g. Unused illness day shall be added to the teacher's illness leave at the end of the contract year. The accumulation of unused illness leave days is unlimited.
- h. Up to 3 absences may be charged to illness leave during summer school. One day of absence may be charged to illness leave during a year-round school's remediation intersession.

- i. Illness leave may not be used for summer recreation, year-round schools' non-remediation intersessions or adult evening school.
- j. Half-day blocks: illness leave days may be used in one-half day blocks. An absence from work of up to and including exactly one-half of the teacher work day will be counted as one-half day; an absence greater than exactly one-half of the teacher work day will be counted as one day.
- k. The Board and the Association expect teachers to use illness leave in accordance with these regulations.

2. Attendance Incentive

- a. If a teacher has accumulated at least 100 illness leave days, the teacher may trade up to 50 of those days per school year at the base rate paid to certified substitute teachers. The teacher must notify the Director of Personnel prior to the first payday of the school year of the teacher's wish to have a number of days traded; the amount of the attendance incentive will be added to the teacher's contract to be paid biweekly (in proportion with the teacher's regular contract salary).
- b. Teachers need to be aware of the provisions of long-term disability coverage that requires a 90-day elimination period prior to LTD benefits.

3. Personal Business Leave

- a. Each teacher shall receive two days of personal business leave at the start of each school year. The allocation of personal business leave days will be prorated for teachers working less than full time. A day of absence taken for personal business will be treated as a paid day so long as the teacher has a personal leave day to substitute for the day of absence, and so long as the day of absence is in accordance with state law.

IC 20-6.1-5-8: Teacher payments; personal days:

Each teacher may have at lease two (2) days each year with pay for the transaction of personal business or the conduct of personal or civic affairs. The teacher shall submit to the superintendent a written statement describing the reason and necessity for the absence.

- b. The Board and the Association discourage teachers from being absent for personal business during the first week of the school year or immediately before/after a school recess.
- c. Unused personal business days shall be reclassified as "additional personal business leave days" at the end of the school year. After a teacher has exhausted his/her two personal business leave days in any one school year, any "additional personal business leave days" may be used with the following restrictions:
 - (1) "Additional personal business leave days" may not be used during the first or last week of school.
 - (2) "Additional personal business leave days" may not be used immediately prior to or following a school recess.

- (3) “Additional personal business leave days” may not be used in combination with any other leave days(s) to extend a school recess.
 - (4) Unused “additional personal business leave days” shall be reclassified as “illness leave days” at the end of the school year.
- d. After a teacher has exhausted the two days of personal business and any “additional personal leave days”, each teacher shall have available three extra days of paid leave for the following:
- (1) to handle financial matters (such as real estate purchases, mortgage closings, or banking business);
 - (2) to handle legal matters (such as meeting with an attorney, handling estate settlement, court appearances for personal matters other than being a trial witness or serving on jury duty);
 - (3) to deal with individual or family medical matters when accumulated illness leave days are exhausted; or
 - (4) to attend a funeral not otherwise covered by bereavement leave.
- e. The Board and the Association expect teachers to use personal business leave in accordance with these regulations.
- f. Half-day blocks: personal business leave days may be used in one-half day blocks. An absence from work of up to and including one-half of the teacher work day will be counted as one-half day; an absence greater than exactly one-half of the teacher work day will be counted as one day.

4. Jury Duty and Trial Witness Leave

- a. Teachers will be excused from work for jury duty or when subpoenaed to appear as a trial witness in court.
- b. In such cases, a teacher will be paid his/her regular salary while on jury duty or trial witness leave. It is the teacher’s responsibility to secure from the court verification of the court duty and the amount of payment the teacher has received for such duty. In order to comply with the State Board of Accounts ruling, that amount will be deducted from the teacher’s next paycheck.
- c. The Board may request that the court relieve a teacher from such duty if the Board or the teacher feels that the teacher’s absence is detrimental to the school program.

5. Bereavement Leave

- a. A teacher shall be granted a bereavement leave of up to five (5) school days due to the death of a member of the teacher’s immediate family for purposes of attending the funeral and/or making arrangements for the funeral.
- b. Immediate family shall include:

parent	sibling	child
foster parent	foster sibling	foster child
step-parent	step-sibling	step-child
parent-in-law		son- or daughter-in-law
grandparent	spouse	grandchild
brother-in-law		step-grandchild
sister-in-law		

and any other person for whom the teacher is legally responsible.
- c. Bereavement leave shall begin on a date determined by the teacher and shall end within five (5) days of the start of the leave.
- d. The teacher is entitled to one (1) day of bereavement leave to attend the funeral of an uncle, aunt, niece, nephew, first cousin, grandparent-in-law, or step grandparent.
- e. Teachers asked to serve as pallbearers or in another official capacity at a funeral (without compensation) shall be excused for this duty. This excused absence will not be charged against illness leave or personal business leave.

6. Professional Leave

Professional Leave days with pay may be granted by the Board according to the following schedule and guidelines:

- a. A teacher may request professional leave to attend and/or to participate in educational conferences or workshops; meetings of local, state or national organizations or colleges, universities or other governmental agencies concerned with public education; school visitations; or any staff development activities which are in accordance with the district, school, department and/or individual annual staff development plan.
- b. Requests for professional leave must be submitted on the appropriate form prior to the leave and prior to incurring any obligation to attend.
- c. The Board shall reimburse the teacher for reasonable expenses incurred for registration fees, lodging and travel upon presentation of paid receipts, up to the amount approved by the principal and/or supervising administrator when the professional leave was granted.
- d. Transportation costs shall be reimbursed at the rate allowed by the Internal Revenue Service.
- e. Teachers will have the opportunity to participate in the development of each school’s staff development plan, and to develop an individual plan for their professional development. Funds that are allocated to each school for these staff development activities will be distributed equitably to fulfill the goals of these plans.

7. Leave for On-The-Job Injury, Illness or Assault

- a. As promptly as the nature of the injury, illness or assault permits (but in no event in excess of 24 hours), the teacher or the teacher's representative shall report to the principal or other supervising administrator all cases of injury, illness or assault suffered in connection with employment.
- b. In the event a teacher is required to be absent due to an injury, illness or assault which is determined to be compensable under Worker's Compensation laws while a teacher is properly discharging his/her duties, the teacher shall receive:
 - (1) The difference between the daily rate paid through Worker's Compensation and the teacher's daily salary for a period of up to ninety (90) school days of absence.
 - (2) The cost not compensated by insurance of replacing or repairing any damage, loss or destruction of a teacher's eye glasses, contacts, hearing aids, braces or dental work; or the cost not compensated by insurance for treatment of injury to the teacher's teeth;
 - (3) The cost not compensated by insurance for replacing or repairing any damage, loss or destruction of personal property (including clothing) in excess of \$50.00.
- c. Absence for a period of up to ninety (90) school days due to injury, illness or assault as described in this section shall not be charged against a teacher's illness leave.
- d. The teacher shall cooperate with the Board and/or its insurance carrier if it is determined that interviews or independent medical or psychological examinations are necessary to verify the condition of a teacher at any time. Such examinations will be conducted at the board's expense.
- e. The teacher must comply with the reporting provisions of paragraph 7 (a) in order to receive the benefits enumerated in paragraph 7 (b). The personnel office shall aid the teacher in filing all necessary forms to report on-the-job injuries, illness or assaults to apply for Worker's Compensation.

8. Pregnancy Leave

- a. A teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she can fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing illness and by the following:
 - (1) Any teacher who is pregnant shall be granted a leave of absence any time between the commencement of the pregnancy and one (1) year following the birth of the child if she notifies the Superintendent at least thirty (30) days before the date on which she wishes to start her leave.

- (2) In requesting a leave, the teacher shall notify the Superintendent of the anticipated start of this leave, expected length of this leave, and the anticipated date of return to teaching, including with this notice a physician's statement certifying her pregnancy. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave upon her request and the certification of emergency from attending physician.
- b. All or part of a leave taken by the teacher because of temporary disability caused by pregnancy may be changed, at her discretion, to her available accumulated illness days; however, the teacher is not entitled to take accumulated illness leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining pregnancy leave without pay.

Note: For purposes of implementation, it shall be understood that a "temporary disability caused by pregnancy" shall not extend beyond forty-two (42) calendar days following the birth of the child unless a doctor certifies that the teacher's continuing disability is a complication of the pregnancy. Thus, accumulated illness leave days may not be used during the pregnancy leave longer than forty-two (42) calendar days following the birth of a child.

- c. Credit toward step increases on the salary schedule and experience credit toward retirement from the District retirement plan(s) shall require one hundred twenty (120) or more paid days per year or the combination of any two (2) sixty (60) day semesters.
- d. Unpaid leaves of more than one year may be granted by the Board. For leaves of more than one year, the teacher's return to work shall coincide with the beginning of a grading period and/or be approved by the principal.
- e. Subject to the requirements set out in paragraphs above for pregnancy leave, the teacher may resume teaching duties at such time as, in the opinion of the teacher and the teacher's physician, the teacher is able to resume teaching. The Board may require certification from the physician to this effect.
- f. The teacher shall notify the Superintendent of her intent to return from pregnancy leave at least two weeks prior to returning to the classroom, and at that time shall make arrangements for paychecks and other benefits. Upon return from pregnancy leave, any salary which is due to the teacher for the remainder of the school year shall be divided evenly among the remaining paychecks, beginning after two full weeks of teaching.
- g. Upon a teacher's return to work, the Board shall assign the teacher to the same position held by such teacher when the leave commenced, except where the teaching assignment has been abolished. In such event, the teacher shall be assigned to a position in the following order of preference: to any available position for which the teacher is qualified or to a position as a full-time substitute at regular contact salary. Such alternate assignment shall extend solely to the end of the current semester if the disability began within such semester.
- h. In any case, the teacher if otherwise entitled to a contract at the commencement of the next school year, shall be assigned in accordance with the policies and applicable law governing reassignment as though the teacher had taken no leave, subject however to dismissal for reduction in staff in accordance with the procedures under applicable law.

9. Adoptive Leave

When a child is adopted by a teacher, that teacher shall be granted, upon written notification, up to five (5) days from the available illness leave. Whenever possible, this notification shall be given prior to the leave. Such leave must be taken within fourteen (14) calendar days after the arrival of the child in the home.

B. LEAVES WITHOUT PAY

1. Period of Leave, Time of Expiration, and Return Procedures (Except Military Leave and Pregnancy)

- a. All leaves without pay shall be for a length of time as specified by the Board, usually conforming to grading periods or the school calendar.
- b. Upon Board approval of the teacher's request for unpaid leave, the teacher requesting the leave shall be notified in writing of the approval and the terms of the leave.
- c. The teacher may request an extension of the unpaid leave, which will be considered under the terms of the Board policies.
- d. Upon return from an unpaid leave, the teacher shall be assigned to a teaching assignment for which the teacher is qualified, subject however to dismissal for reduction of staff in accordance with the procedures under applicable law.
- e. After a period of five (5) years of uninterrupted employment (and during each subsequent five year period), a teacher may request an unpaid leave of up to five (5) days. Such leave shall be approved if requested in accordance with Board guidelines.
- f. After a period of ten years of uninterrupted employment (and during each subsequent ten year period), a teacher may request an unpaid leave of up to one year. Such leave shall be approved if requested in accordance with Board guidelines.

2. All Types of Leave

a. Military Leave

Any teacher who is ordered to active duty or who enlists into the armed forces of the United States for service or training shall be granted unpaid leave for military duty. He/she shall be reinstated to a comparable position in the school district with full credit, including the increment under the salary schedule for service greater than 120 days per school year, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of release or discharge.

b. Exchange Teacher, Peace Corps, VISTA, National Teachers Corps, & Professional Development

An unpaid leave of absence may be granted to any teacher upon application, consistent with Board policy and provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule he/she would have been had he/she taught in the district during such period. Upon returning, the teacher shall receive all rights and benefits available to other teachers under the terms of the negotiated agreement at that time.

c. Leave for Elected Official

A teacher shall be granted an unpaid leave of absence when necessary in order to fill any term of public office to which he/she has been elected.

A teacher elected to represent the Association at the state or national level shall be granted a leave for the duration of their elected office not greater than one school year. This leave shall be renewable in one year increments for the duration of the elected office. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he/she was on prior to the leave. Upon returning, the teacher shall receive all rights and benefits available to other teachers under the terms of the negotiated agreement at that time.

3. Adoptive Leave

Adoptive leave without pay may be granted for a period of up to one (1) year. The teacher shall notify the Superintendent of the need for an adoptive leave as soon as the adoptive date becomes known.

An unpaid leave for more than one year may be granted by the Board. For leaves of more than one year, the teacher's return to work shall coincide with the beginning of a grading period and/or be approved by the principal.

If the teacher wishes to extend the length of the unpaid leave (beyond the length specified in the original request), the teacher must notify the Superintendent of the extension at least sixty (60) days prior to the original expiration date of the leave.

C. SABBATICAL STUDY PROGRAM

1. Requests to the Board for sabbatical leave shall be considered on an individual basis. Requests must be in writing and must have the recommendation of the principal, appropriate administrator with township-wide responsibility, and the Superintendent. Reasons for non-recommendation to the Board shall be given in writing to the applicant upon written request. Requests for leave must be received by the Board by March 15th to be considered for the next school year.
2. Proof of acceptance in graduate school of an accredited institution of higher education must accompany the application. A minimum of nine (9) semester hours of approved and passing accredited work on campus each semester is required. No credit is allowed for summer sessions. A transcript of credits earned must be submitted upon completion of sabbatical leave.

3. Any certified staff member who has completed six (6) consecutive years of teaching service in the Metropolitan School District of Warren Township may apply for sabbatical leave.
4. All leaves shall be for one (1) year and once granted may not be terminated until the leave has expired.
5. The teacher shall notify the Superintendent by February 15th of his/her intent to return to a teaching position for the subsequent school year. Failure to notify the Superintendent or to request an extension of leave prior to February 15th shall serve the same notice as though a resignation has been submitted.
6. Upon return to teaching, the recipient shall be granted a contract for one year paying one and one-half (1.5) times his/her regular salary based on the duly adopted salary schedule. In the event the recipient fails to return or fails to teach for one (1) full contract year upon return, he/she shall receive only that salary earned on the regular contact schedule and shall receive no reimbursement for sabbatical leave.

D. EXTENDED INSURANCE COVERAGES

1. A teacher on leave of absence granted by the Board shall be afforded the opportunity to continue his/her participation in any benefit program (Article III) to which he/she was entitled as a full-time teacher under contract, unless the benefit carrier objects to such a procedure.
2. The Board will comply with the Family and Medical Leave Act (FMLA) of 1993, which allows for up to 12 weeks of leave with Board-paid benefits. While on a paid leave, the Board will continue its contributions to the teacher's benefit plan(s) and all benefits will be prorated to the length of the paid portion of the contract.
3. If the teacher cancels insurance benefits during a leave of absence, the teacher may be uninsurable upon return from the leave of absence; or the coverage may have restrictions that did not exist prior to the teacher's leave of absence.

E. FAMILY & MEDICAL LEAVES

Regulations regarding FMLA are contained in the policies of the School Board, as amended from time to time.

ARTICLE V

DAYS AND YEAR

A. TEACHING YEAR

The teacher's regular work year shall consist of one hundred eighty-four (184) days, two of which shall be designated for staff development.

B. TEACHING DAY

1. Elementary Schools:

- a. For the 1999-2000 school year, the regular teaching day in elementary schools shall not exceed 7 hours.

The regular teaching day in elementary schools shall include a weekly average of at least 35 minutes per day of non-student contact preparation time. This non-student-contact preparation time is in addition to the 30-minute duty-free lunch.

- b. Beginning with the 2000-01 school year, the regular teaching day in elementary school shall not exceed 7 hours 30 minutes.

The regular teaching day in elementary schools shall include a weekly average of at least 35 minutes per day of non-student contact preparation time, with at least 250 minutes per week. This non-student-contact preparation time is in addition to the 30-minute duty-free lunch.

2. Middle Schools:

- a. For the 1999-2000 school year, the regular teaching day in the middle schools shall not exceed 7 hours 15 minutes.

The regular teaching day in the middle schools shall include non-student-contact preparation time equal to the average class period for the day. This non-student-contact preparation time is in addition to the 30-minute duty-free lunch.

- b. Beginning with the 2000-01 school year, the regular teaching day in the middle schools shall not exceed 7 hours 30 minutes.

The regular teaching day in the middle schools shall include non-student-contact preparation time equal to the average class period for the day, with at least 250 minutes per week. This non-student-contact preparation time is in addition to the 30-minute duty-free lunch.

3. The regular teaching day in the high school shall not exceed 7 hours 30 minutes.

This time shall be scheduled between 7:00 A.M. and 4:00 P.M. When it is necessary to alter a teacher's schedule within these hours, volunteers will be requested. Such assignments will be for the entire semester.

The regular teaching day in the high school shall include non-student-contact preparation time equal to an average class period for the day (non-student-contact preparation time with at least 250 minutes per week beginning with the 2000-01 school year). This non-student-contact preparation time is in addition to the 30-minute duty-free lunch.

High school teachers will be scheduled to teach five classes and have one supervision responsibility. The teacher may elect to teach a sixth class in lieu of the supervision period.

The high school principal may recommend changes to the structure of the instructional day to the Superintendent, based on consensus of the school day committee. This committee will consist of teachers appointed by the Association and administrators appointed by the Superintendent.

Vocational teachers at Walker Career Center who are not scheduled for a non-student-contact preparation period will be paid an additional \$2,500.00 per year in lieu of the non-student-contact preparation period.

4. Preparation time for non-teaching personnel (such as counselors) does not need to be scheduled in one block of time per day and can be scheduled any time within the teaching day.
5. The beginning and ending of the school day at each school will be determined by the Superintendent. Beginning and ending times may be changed from year to year with at least two (2) weeks input from the Association before decisions are made on such changes.
6. Teachers who are not assigned to a classroom (such as speech pathologists, school psychologists and counselors) shall have their work schedules assigned by the principal or chief building administrator at the start of the school year. Total hours for these teachers will not exceed the length of teaching day of regularly assigned classroom teachers.
7. Teachers recognize and accept that there will be occasional obligations beyond the regular teaching day. These obligations include regularly scheduled faculty meetings, parent-teacher conferences, back-to-school night, graduation, voluntary participation on school & township committees, etc.

Prior to the end of the first 30 days of the school year, the principal in conjunction with the teachers on the School Improvement Council shall establish and distribute a calendar of mandatory meetings/in-service outside of the contract day. Mandatory meetings shall not exceed 300 minutes per six-week grading period or 450 minutes per nine-week grading period. The principal can schedule additional mandatory meetings within this allocation with at least two weeks notice.

Attendance at other scheduled faculty meetings would be on a voluntary basis. Attendance at any voluntary meeting will not be used in any form of evaluation. Teachers are responsible for obtaining all information distributed/discussed at all faculty meetings, regardless of their attendance.

8. The schedule for Parent-Teacher conference days shall be discussed. The Association will have at least two (2) weeks to give input before a decision is made.
- C. Thirty (30) minutes duty-free time between the hours of 10:00 A.M. and 2:00 P.M. will be granted for lunch. During a teacher's lunch time, a teacher may sign out of the building.

- D. When a teacher on a regular or temporary contract is absent for an approved leave (see Article IV), an attempt will be made to hire a substitute teacher for any portion of the day, if the absence is for at least one-half day. It is unlawful for a teacher on any contract to hire her/hers own substitute.
- E. In the middle schools and the high school/career center: During a teacher's preparation period, a teacher may volunteer to substitute for an absent teacher. When the principal has accepted the teacher's offer to substitute six times, the teacher will have an "additional personal business leave day" added to his/her accumulation. At the beginning of the school year, the principal will seek volunteers who would be interested in substituting during their preparation period.

In the elementary schools: An elementary teacher who is assigned students from an absent teacher's class for a school day (in lieu of a substitute teacher) will receive an "additional personal business leave day" added to his/her accumulation. If elementary teachers are assigned a portion of an absent teacher's class, the teachers will receive that portion of an "additional personal business leave day" added to their accumulation when the portions add up to a full day.

ARTICLE VI

ADMINISTRATION OF THE SALARY SCHEDULE

- A. The salaries of teachers are set out in Appendix A. In addition to these salaries, the Board shall pay the employees' portion (3%) of Indiana State Teachers' Retirement Fund.
- B. Credit shall be granted for prior teaching experience and military service in accordance with the rules of ISTRF and the Indiana Department of Education. Additional stipulations are as follows:
 - 1. Only those years of teaching experience in an accredited private or parochial school (pre-kindergarten through grade 12) that occurred after the teacher received a teacher license shall be counted.
 - 2. All experience must be validated by the private school.
 - 3. It shall be the responsibility of the teacher to provide verification of prior teaching experience and proof of school certification.
- C. In order to qualify for levels of education on the salary schedule, attainment of degrees and completion of course work must be documented by an official transcript. For levels of education beyond the Master's Degree, coursework must be taken on the graduate level from an accredited college or university unless approved in advance by the Superintendent and must be taken after the date of the Master's Degree. Audit courses do not qualify for advancement on the salary schedule.
- D. Credit on the salary schedule will also be given for learning experiences such as television courses, correspondence courses or for-credit workshops that have been approved in advance by the Superintendent. Such credit will be given at the rate of 1 semester hour for each 15 contact hours of instruction.
- E. It is the responsibility of the teacher to establish his/her eligibility for changes in salary placement due to additional level of education. All work must be documented by an official transcript. The teacher's contract and paychecks will be changed within two pay periods of receipt of the transcripts.
- F. The basic salary schedule contemplates a full day of work in teaching and related duties during the regular teaching day and the year as described in Article V.
- G. The rates of pay for extra duty assignments are set out in Appendix B. Listing a position and/or rate of pay in this appendix does not mandate that the assignment will be offered. Addendum to the Regular Teacher's Contract for such extra duty assignments may be offered to teachers at the discretion of the Board. Extra duty assignments, contract addendum, special assignment pay, extended day contracts and/or assignments in lieu of regular classroom duties are offered for one year only unless renewed by the Board; continuous contract rights do not apply to such assignments. Teachers on special assignments in lieu of regular classroom duties may be reassigned to a classroom at any time, but the teacher's contract amount will not be altered for the duration of the teacher's contract.
- H. An amount of pay will be announced for any curriculum work prior to any teacher being asked to volunteer or agree to perform such work. Compensation for each project shall be determined by the Superintendent.

- I. Payroll deductions shall be withheld for federal & state income taxes, social security and Medicare taxes, county option and adjusted gross income taxes, as applicable.

A teacher may elect to have amounts withheld from paychecks for the following: health insurance, dental insurance, vision insurance, term life insurance, supplemental term life insurance, dependent term life insurance, income protection/long-term disability insurance, tax-sheltered annuities, NEA/ISTA/WEA dues, and/or United Way contributions.

- J. Effective with the start of the 1999-2000 school year, the Board will match the teacher's contributions to a tax-sheltered annuity, up to one percent (1.0%) of the teacher's base salary. Effective with the start of the 2000-01 school year, the Board will match the teacher's contributions to a tax-sheltered annuity, up to one and one-half percent (1.5%) of the teacher's base salary

- K. Teachers hired after May 20, 1996 will receive their salary (including pay for extra duty assignments) divided among twenty-six (26) paychecks per year. Teachers assigned to schools on the year-round calendar will receive their salary divided among twenty-six (26) paychecks per year.

Teachers who are hired after the first day of the school year (and teachers who return from an unpaid leave of absence) shall have their prorated contract amount paid to them in evenly divided amounts among the remaining pays on the 26-day schedule.

Teachers hired before May 20, 1996 who are currently receiving their salary divided among twenty-one paychecks and who are not assigned to a year-round school may continue to receive twenty-one paychecks through the 1999-2000 school year.

The Board shall provide each teacher with the option of receiving pay via paychecks or direct deposit into bank account(s). Teachers shall receive their paychecks or direct deposit statements at their assigned building when pay days occur on regularly scheduled work days. When a pay day occurs on a day that is not a regularly scheduled work day:

1. Paychecks or direct deposit statements will be distributed on the last regularly scheduled work day of the same week; or
2. During a week when school is not in session (Winter or Spring or Summer Break, or year-round school intersessions), paychecks or direct deposit statements will be mailed on the day before pay day to the teacher's address of record.

- L. It is the responsibility of each teacher to advise the Personnel Office immediately in writing of any change in name, mailing address, telephone number or tax withholding status.

- M. Teachers shall be reimbursed when it is necessary for them to travel as part of their teaching responsibilities. Mileage shall be paid at the rate currently allowed by the Internal Revenue Service. For purposes of reimbursement for travel between buildings when a teacher's assignment requires that he/she be at two or more locations, either the Mileage Chart (Appendix C) or a record of odometer readings shall be used.

For purposes of attending approved professional leave meetings or for approved travel outside of the school corporation, teachers shall be reimbursed for actual miles traveled as documented with a record of odometer readings.

Teachers are responsible for submitting properly completed mileage claim forms; claim forms must be submitted within six weeks of travel to be honored for payment after the next regularly scheduled meeting of the Board.

N. Job-Sharing:

Two or more teachers may propose to share a single teaching assignment. Based on the review of a written proposal, the Superintendent will determine whether such proposal is in the best interests of the school corporation. If the Superintendent approves the job-sharing proposal, the following provisions shall be in effect:

1. Job-sharing refers to two or more teachers sharing one full-time position; part-time employment refers to one person teaching any portion less than one-hundred percent (100%) of one full-time position.
2. Job-sharing proposals shall be for an entire school year. The job-sharing teachers shall submit a written request for the renewal of the arrangement on an annual basis on or before March 15 if the teachers so desire.
3. The contract of each job-sharing teacher shall be based on the portion of the total assignment each teacher fulfills.
4. Board-contributions toward insurance premiums of job-sharing teachers shall be prorated between the job-sharing teachers in the manner agreed upon by the job-sharing teachers.
5. Credit for a year of experience shall be awarded to job-sharing teachers in accordance with the regulations of the Indiana State Teachers' Retirement Fund.
6. Leave days shall be prorated between job-sharing teachers equal to the percentage of the contract fulfilled by each teacher (rounded to the nearest half day). Leave must be taken in half-day blocks.
7. If the job-sharing teachers do not submit a request for the renewal of the program by March 15th, then the arrangement shall be discontinued and the teachers will be returned to vacant teaching positions for which they are qualified. The job-sharing arrangement shall remain in effect until such time that a position becomes available for which either one of the job-sharing teachers is qualified.
8. No job-sharing arrangement shall be ended if the termination of the arrangement will result in reduction-in-force (RIF) of any other teacher.

O. Warren Career Increment Plan

This plan is available for teachers who have completed 25 or more years in Warren Township Schools. Eligible teachers may elect to participate for up to 5 years by notifying the Personnel Office prior to the start of the school year. The amount of the increment will be \$2,000 per school year, to be paid in biweekly installments. Amounts received under this plan will be subtracted from any other payment(s) the teacher may receive for years of experience in Warren Township Schools.

ARTICLE VII

SEVERANCE BENEFIT

A. Eligibility

Teachers who are actively employed in the school district, who have taught in Warren Township Schools for at least ten years, and who are eligible for full or reduced retirement benefits from the Indiana State Teachers' Retirement Fund (ISTRF) are eligible to receive benefits in this Article.

B. Incentive for Timely Notice.

1. Teachers who notify the Superintendent of their intent to retire at the end of the school year will receive \$2,000.00 in return for submitting their letter to the Superintendent by March 1st prior to retirement.
2. The \$2,000.00 will be paid to the retiring teacher within three weeks of receipt of the letter of intent to retire, and this incentive payment will be included in the teacher's earnings history reported to ISTRF.

C. Severance Benefits

Teachers who are eligible for Severance benefits will receive the following:

1. \$400 for each year of experience as a teacher in Warren Township Schools; and
2. An amount equal to the daily base rate paid to certified substitute teachers for each day of unused leave the teacher has accumulated; and
3. Either of the following options related to health insurance:
 - a. For teachers who are currently enrolled in a health insurance program through the District, the Board will pay all but one dollar (\$1) per year of the cost of the current single health insurance plan. This coverage shall terminate at death, early or normal eligibility for Medicare health insurance coverage, or the retiree's decision to cancel this coverage, whichever comes first; or
 - b. For teachers who do not elect the benefit described in the paragraph above, the Board will pay to the teacher an amount equal to one-half of what the Board would have paid for a teacher's health insurance premium in the first year of retirement, multiplied by the number of years until the teacher would be eligible for Medicare health insurance coverage.
4. For teachers who are currently enrolled in a dental insurance program through the District, the Board will pay all but one dollar (\$1) per year of the cost of the current single dental insurance plan. This coverage shall terminate at death, early or normal eligibility for Medicare health insurance coverage, or the retiree's decision to cancel this coverage, whichever comes first.
5. For teachers who are currently enrolled in a vision insurance program through the District, the Board will pay all but one dollar (\$1) per year of the cost of the current vision health insurance plan. This

coverage shall terminate at death, early or normal eligibility for Medicare health insurance coverage, or the retiree's decision to cancel this coverage, whichever comes first.

6. For teachers who are currently enrolled in a life insurance program through the District, the Board will pay all but one dollar (\$1) per year of the cost of term life insurance coverage of \$25,000.00. This coverage shall terminate at death, early or normal eligibility for Medicare health insurance coverage, or the retiree's decision to cancel this coverage, whichever comes first.

D. Other provisions

1. If the teacher dies after submitting a letter of intent to retire, his/her beneficiary (as filed with ISTRF) shall receive the same retirement payments (items C.1., 2. & 3.b.) for which the retiree applied.
2. If the retiree dies while enrolled in one of the District's family health insurance plans, the retiree's spouse will be allowed to continue to be enrolled in a single health insurance plan with the spouse being responsible for the full annual premium for that plan.
3. If the retiree is enrolled in one of the District's health/dental/vision insurance plans, the retiree may elect to continue to participate in these plans during retirement until the retiree is eligible for Medicare health insurance. The retiree is responsible for paying the full premium for any health/dental insurance plan that is not paid by the Board as part of the benefits listed in paragraphs 3 – 6 above.

ARTICLE VIII

VACANCIES AND TRANSFERS

- A. All teaching job openings (vacancies) which occur during the school year and those which occur at least two weeks prior to or after the first day of the school year will be posted for at least five (5) days. Openings which occur within two weeks of the first day of the school year shall be considered “emergencies” and may not involve a posting announcement.
- B. Such openings may be due to resignation or retirement of a teacher, or due to the creation of a new position. All current teachers are welcome to indicate their interest in any opening by notifying the Personnel Office in writing prior to the announced closing date.
- C. Teachers who indicate their interest in an opening will be given serious consideration for transfer to the requested position prior to administrative consideration of any other applicant who is not currently an employee. Teachers are welcome to contact the Personnel Office regarding information about available openings and the processing for requesting a transfer.
- D. Priority consideration in filling any teaching vacancies shall be given to current teachers who have requested a transfer. Administrators are encouraged to fill positions based on the certification, qualifications and length of service within the school district. Teachers not selected for a requested transfer will be notified in writing within one week of the position being filled.
- E. Teachers, if asked by the principal, may participate in the staff selection process. The principal may consider a variety of factors including years of experience in making a decision.
- F. The Association and the Board will form a committee to discuss any other procedures which will be used if there is a significant change of staffing due to building or calendar realignment or the opening of a new school building. The plan must be acceptable to the representatives of the Association and the Board serving on this committee.

ARTICLE IX

STAFF REDUCTION

- A. In the event that teachers of the bargaining unit are laid off due to a reduction in the number of staff, the least senior teacher(s) within each area of certification will be the first notified that their contracts will not be renewed.
- B. Teachers will be regarded as having seniority within the township and within their area(s) of certification as follows:
 - 1. Early Childhood & Pre-Kindergarten;
 - 2. Kindergarten;
 - 3. Elementary;
 - 4. Middle School by subject area;
 - 5. High School/Secondary by subject area (including vocational);
 - 6. Specialist (such as music, art and physical education)
 - 7. Special Education (by handicap).

For staff reduction purposes, teachers are responsible for reporting all license and certification changes to the Personnel Office by the first school day of the second semester of the school calendar. Data received after the first school day of the second semester may not be taken into account in determining which teachers are affected.

- C. Affected teachers will receive a letter verifying that the termination of employment was the result of a reduction in force and not a reflection of that teacher's abilities as a professional educator. A copy of this letter will be placed in the teacher's personnel file. Upon request a copy of this letter will be sent to any prospective employers.
- D. Teachers whose employment has been terminated according to the terms of Paragraphs A. - C will be notified in order of their seniority in reasonable time when vacancies become available. Teachers shall retain re-employment rights for a period of three (3) school years from the date of layoff.
- E. When two (2) or more teachers within their area(s) of certification have the same length of service, as determined by the number of months employed under a regular contract, the teacher who signed his/her contract or letter of intent with the School Corporation on the earliest date shall be the individual offered re-employment for that position. When two (2) or more teachers within their area(s) of certification sign their individual regular contracts or letters of intent on the same date, then the teacher with the earliest birthday in the calendar year shall have re-employment priority.
- F. If a teacher with the highest seniority is offered re-employment according to the terms in paragraph D and E and that teacher chooses not to accept, then that teacher shall forfeit his/her recall rights; and the re-employment will be offered to the other eligible teachers in order of the next highest seniority until re-employment is accepted by one of the eligible teachers.
- G. Teachers on recall status shall not accumulate seniority experience credit on the salary schedule, sick leave, tenure, or retirement and other fringe benefits; but they shall not forfeit any previous accumulation rights or leaves.

ARTICLE X

ASSOCIATION RIGHTS

A. Use of School Facilities:

The local Association and its authorized representatives shall have the right to request and shall be granted the use of school buildings when space is available for meetings before or after the teacher work day. Requests shall be made in writing to the building principal or his/her designee. Any added costs over and above the normal operational costs of the building will be borne by the Association. If an added cost is to be charged, that cost will be indicated when approval for use is granted.

B. Use of School Equipment:

The Association shall have the right to use any equipment (including computers, word processors, fax machines, duplicating equipment, calculating machines, all types of audio-visual equipment, and E-Mail/Voice-Mail) so long as the Association's use of this equipment does not interfere with the operation of the District.

C. Distribution of Association Information:

The Association shall have the right to post official notices of activities and matters of Association concern on appropriate and specifically assigned bulletin boards. The Association is permitted to access teachers' mailboxes in which to insert material. All items posted on the bulletin boards or distributed in mailboxes shall be dated and the individual or party posting such items shall be identified on the material. All unidentified items will be removed by the Association representative at the request of the building principal.

The Association shall show or provide a copy of any posted or distributed material to the building principal in advance of posting or distribution. A copy of these materials that are posted or distributed by the Association at all schools will be forwarded to the Superintendent in advance of posting or distribution.

The Association shall be permitted to use the inter-school mail system provided that the school corporation shall have no obligation to make special arrangements, incur extra expenses, or devote additional time beyond that which is required for the normal and routine inter-school mail instituted by the school corporation.

Except for Association elections and Political Action Committee (PAC) information, political campaign materials shall not be posted on bulletin boards nor distributed in teachers' mailboxes nor sent through the inter-school mail.

D. For negotiation purposes, upon request and within five days, the Board shall supply the Association with the following materials:

1. Listing of names of individuals assigned to the positions excluded from the bargaining unit in Article I, Section A;
2. Listing of names of individuals who are assigned to contracted summer school positions;

3. Scattergram showing the placement of all bargaining unit members on the salary schedule; and
4. Any other information about the operation of the school system which is available to the general public &/or which is required by the Indiana Teachers' Bargaining Act.

E. Recognition of the Association President:

The President of the Association will be introduced at the orientation day meeting for new teachers and the opening meeting for all teachers. The chairperson of these meetings will honor the request of the Association President to announce the time and location of an Association meeting to be held before or after the regular work day.

F. Association Announcements at Faculty Meetings:

Representatives of the Association will be scheduled to make announcements at building faculty meetings.

G. Notification of New Staff:

The Association President shall be notified of the name, address, teaching assignment, extra duty assignment(s), education and experience level of all newly hired teachers upon their employment.

H. Personnel Files:

Each teacher shall have the right at any time during regular business hours to review, in the presence of an administrator or designee, the contents of his/her own personnel file, except for the documents and confidential evaluations which were prerequisites for employment. At the request of the teacher after reviewing his/her file, he/she will be provided with one reproduction per school year of the contents of his/her own file, at the Board's expense. Such duplication will not include such confidential documents as heretofore described in this section.

At the request of the teacher, the teacher may insert into the personnel file any written statement to clarify or refute information contained in the personnel file.

I. Association Representation:

In matters regarding the terms of this agreement, the Association agrees to fairly represent all members of the bargaining unit regardless of race, creed, sex, color, national origin or marital status.

J. Payroll Deduction of Professional Dues:

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association (National Education Association, Indiana State Teachers Association, and Warren Education Association). Written authorization must be delivered to the Board by August 1st or within thirty (30) days of employment, whichever is later, for the applicable school year in which dues are to be deducted.

Such authorization shall continue in effect unless revoked in writing by June 1st of the current school year. The member shall notify the Association President and the Personnel Office on the change in

membership status if they wish to drop their membership. The Association shall remind its members of this requirement in writing on or before May 20th of each school year.

Payroll deductions shall begin for continuing members from the first paycheck of the school year and continue in equal amounts from the remaining paychecks. For new members and current members re-entering payroll deduction, deductions shall begin with the second paycheck in October and be deducted in equal amounts from the remaining paychecks. The authorization for payroll deductions for dues for teachers hired after October 1st will be submitted to the Board within 30 days of hiring; deductions shall begin within two weeks and be deducted in equal amounts from the remaining paychecks. Dues shall be remitted to the Association within five (5) days of each withholding.

K. Association Leave Days:

The Association shall be granted fifteen (15) days per school year for the purpose of conducting Association business. The President of the Association shall notify the Superintendent at least one (1) full day prior to the time of said leave. Such leave shall be without loss of pay, leave or other benefits available to the President of the Association and/or his/her designee(s). These days are not accumulative and may be used in half-day blocks.

L. Hold Harmless Agreement:

The Association agrees that it will save the Board harmless from any suit, complaint or liability for any action taken or not taken in reliance on information supplied by the Association.

ARTICLE XI

BOARD RIGHTS

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Indiana and of the United States, including, but without limiting the generality of the foregoing right:

1. To provide the executive management and administrative control of the school system and its properties and facilities;
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect hereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only to the specific and express terms hereto are in conformance with the Constitution and Laws of the State of Indiana and the Constitution and Laws of the United States.

ARTICLE XII

GRIEVANCE PROCEDURE

A. Definitions

1. A ‘grievance’ is an alleged violation or claimed misinterpretation or misapplication of a specific article or section of this Agreement.
2. The term “grievant” includes any teacher or group of teachers in the bargaining unit or the Association itself.
3. The term “day” when used in this Article shall mean teacher days as that term is used in the school year of 184 days. During the Summer recess, the term shall mean week days (Monday through Friday).
4. The “grievance procedure” is a method to secure, at the lowest possible administrative level, an equitable solution to grievances.

B. Grievant and Representation

A grievance may be filed (a) by a teacher, (b) by the Association on behalf of an unnamed teacher, (c) by a group of teachers or (d) by the Association on behalf of all teachers.

C. Procedures

Grievances will be initiated informally with a teacher’s immediate supervisor. Grievances arising from the action of an official other than the teacher’s immediate supervisor may be initiated with the appropriate administrator or with the Superintendent (Informal Step).

Informal Step

1. A grievance may be initiated in one of the following ways:
 - (a) The teacher may approach the principal or appropriate administrator and discuss the matter on his/her own behalf; or
 - (b) The teacher may request that a representative of the Association accompany the teacher and, in such case, the administrator shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.
2. Any grievance not presented in the Informal Step within fifteen (15) days of the time the grievant knew, or reasonably should have known, of the alleged violation shall be deemed invalid.

Formal Step One:

In the event the grievance is not resolved in the Informal Step, the grievant may file a formal grievance in writing with the principal or appropriate administrator. The grievance shall be presented in writing within ten (10) days of the completion of the Informal Step. In submitting and/or advancing a formal grievance to an administrator, the teacher or the Association will include all of the following information in a written statement:

- a. Name of grievant;
- b. Facts pertaining to the grievance (including date of the incident);
- c. Specific provisions of the Negotiated Agreement alleged to have been violated or misinterpreted or misapplied;
- d. Position of the grievant or the Association;
- e. Relief, remedy or action that is sought by the grievant; and
- f. Signature of the grievant and the date the grievance is submitted to the administrator.

Within ten (10) days of receiving a written grievance, the administrator may meet with the grievant and a representative (if the grievant requests a representative's presence) to resolve the grievance. The administrator shall respond to the written grievance within ten (10) days following such meeting with the grievant. In the event that no meeting is held after receipt of the written grievance, the administrator will respond within five (5) days after receipt of the written grievance. In responding to a formal grievance, the administrator will include the following information in a written statement:

- a. Date the written grievance was received by the administrator;
- b. Disposition of the administrator;
- c. Signature of the administrator and the date the response is returned to the teacher or the Association.

Formal Step Two

If the action on Formal Step One fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred to the Superintendent. A grievance must be forwarded to the Superintendent within ten (10) days following the Formal Step One response or it shall be deemed invalid. The grievance shall be filed in writing and shall include all details specified of formal grievances (paragraph C.1.a-f).

Within ten (10) days of receiving a written grievance, the Superintendent or his representative shall meet with the grievant and a representative of the Association to resolve the grievance. The Superintendent or his representative shall respond to the written grievance within then (10) days following such meeting with the grievant.

Formal Step Three

Within twenty (20) days after receipt of the decision in formal Step Two, the grievant may submit the grievance through the Association to arbitration under and in accordance with the rules of the American Arbitration Association, pursuant to the following procedures:

- a. A wholly disinterested arbitrator will be selected from a list submitted to the Board and the Association by the American Arbitration Association;
- b. No facts may be presented at an arbitration hearing unless they have been introduced at an earlier level, or unless they were not reasonably available to the parties at an earlier level;
- c. All hearings will be held in Warren Township, Marion County, Indiana, unless the Association and the Board mutually agree to another location.

D. Powers of the Arbitrator

1. The arbitrator shall have no power to:
 - a. rule on the termination of services or failure to re-employ any teacher to a position on the extra duty schedule, or to any other position which has a salary bonus or time-off extra-time bonus;
 - b. change any policy of the Board or to substitute his judgment for that of the Board as to the reasonableness of any such policy or any action taken by the Board;
2. The arbitrator may interpret this Agreement and apply its terms to the particular case presented to him; but he shall have no authority to add to, subtract from, or in any way modify the terms of this Agreement.
3. The fee and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the parties incurring them.
4. The decision(s) of the arbitrator shall be final and binding on all parties.

E. Other Provisions Relating to Grievance Procedures

2. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant and are not valid basis for evaluations or consideration for professional advancement.
4. Time limits herein may be extended only by mutual agreement, signed by the parties.
5. Time limits herein apply to teachers on leave of absence other than illness leave, as if such teacher were present and working.

6. All steps (except the Informal Step) of the grievance procedure shall be conducted during non-regular work hours.
7. If there is a failure at any step by the Administration 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.
8. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the answer at the previous step.
9. Any grievance that arose prior to the effective date of the Agreement or after the termination date of this agreement shall not be processed.
10. A non-permanent or semi-permanent teacher may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew such teacher's contract.
11. No permanent teacher shall use the grievance procedure to dispute any action by the Board that is in accordance with the State Tenure laws.
12. 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 written agreement with any State or Federal regulatory commission or agency or any court order.
13. When a teacher, group of teachers or the Association decides to file a grievance on a specific provision of the Agreement, that grievance will preclude filing an unfair labor charge on the same provision by the grievant.

ARTICLE XIII

THE AGREEMENT

This Agreement supersedes and cancels all previous agreements, whether verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties.

The parties agree that this Agreement shall supersede any rules, regulations, policies, or practices of the Board that would be contradictory or inconsistent with the terms of this Agreement. Any individual contracts between the Board and an individual member of the bargaining unit shall be made subject to this Agreement.

If any such individual contract made during the terms of this Agreement contains any language inconsistent with the teaching contract, this Agreement shall prevail.

The parties agree that this Agreement shall not be used to discriminate against any teacher concerning sex, race, color, creed, religion, national origin, or marital status.

Any amendment or agreement adding to, subtracting from or supplemental to this Agreement shall not be binding upon either party unless it is executed in writing by each of the parties hereto.

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications 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.

This Agreement is made and entered into at Indianapolis, Indiana, on this 21st day of August, 1999, by and between the Metropolitan School District of Warren Township, County of Marion, State of Indiana, and the Warren Education Association. The terms of this Agreement shall become effective as of July 1, 1999, and shall continue in full force and effect until June 30, 2001.

WARREN EDUCATION ASSOCIATION

BOARD OF EDUCATION

by _____
William A. Reed, President

by _____
Jay Wise, President

by _____
Tom Armstrong, Spokesperson

by _____
James F. McLochlin, Spokesperson

by _____
Craig J. Hintz, Superintendent

OTHER MEMBERS OF THE NEGOTIATIONS TEAMS

Warren Education Association
Thom Feit
Tim Hall
Bill Jones
Karon Preston
Judy Taylor

Board of Education
Frank Hancock
David Geise
Elinor Pfluger
Robert Schreiber
Sherry Patterson

METROPOLITAN SCHOOL DISTRICT OF WARREN TOWNSHIP

APPENDIX A: TEACHERS' SALARY SCHEDULE FOR 1999-2000

YEARS of		BACHELOR'S		MASTER'S		MS + 15	
<u>EXPERIENCE</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>SALARY</u>
0	1.00	\$29,000	1.08	\$31,320	1.11	\$32,190	
1	1.04	\$30,160	1.12	\$32,480	1.15	\$33,350	
2	1.09	\$31,610	1.17	\$33,930	1.20	\$34,800	
3	1.15	\$33,350	1.23	\$35,670	1.26	\$36,540	
4	1.21	\$35,090	1.29	\$37,410	1.32	\$38,280	
5	1.27	\$36,830	1.35	\$39,150	1.38	\$40,020	
6	1.33	\$38,570	1.41	\$40,890	1.44	\$41,760	
7	1.39	\$40,310	1.47	\$42,630	1.50	\$43,500	
8	1.45	\$42,050	1.53	\$44,370	1.56	\$45,240	
9	1.51	\$43,790	1.59	\$46,110	1.62	\$46,980	
10	1.57	\$45,530	1.65	\$47,850	1.68	\$48,720	
11	1.59	\$46,110	1.70	\$49,300	1.73	\$50,170	
12	1.61	\$46,690	1.75	\$50,750	1.78	\$51,620	
13	1.62	\$46,980	1.80	\$52,200	1.83	\$53,070	
14	1.63	\$47,270	1.85	\$53,650	1.88	\$54,520	
15	1.64	\$47,560	1.90	\$55,100	1.93	\$55,970	
16	1.65	\$47,850	1.95	\$56,550	1.98	\$57,420	
17	1.66	\$48,140	2.00	\$58,000	2.03	\$58,870	
25	Career Increment		Career Increment		Career Increment		
YEARS of		MS + 30		MS + 45		MS + 60	
<u>EXPERIENCE</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>SALARY</u>
0	1.14	\$33,060	1.17	\$33,930	1.20	\$34,800	
1	1.18	\$34,220	1.21	\$35,090	1.24	\$35,960	
2	1.23	\$35,670	1.26	\$36,540	1.29	\$37,410	
3	1.29	\$37,410	1.32	\$38,280	1.35	\$39,150	
4	1.35	\$39,150	1.38	\$40,020	1.41	\$40,890	
5	1.41	\$40,890	1.44	\$41,760	1.47	\$42,630	
6	1.47	\$42,630	1.50	\$43,500	1.53	\$44,370	
7	1.53	\$44,370	1.56	\$45,240	1.59	\$46,110	
8	1.59	\$46,110	1.62	\$46,980	1.65	\$47,850	
9	1.65	\$47,850	1.68	\$48,720	1.71	\$49,590	
10	1.71	\$49,590	1.74	\$50,460	1.77	\$51,330	
11	1.76	\$51,040	1.79	\$51,910	1.82	\$52,780	
12	1.81	\$52,490	1.84	\$53,360	1.87	\$54,230	
13	1.86	\$53,940	1.89	\$54,810	1.92	\$55,680	
14	1.91	\$55,390	1.94	\$56,260	1.97	\$57,130	
15	1.96	\$56,840	1.99	\$57,710	2.02	\$58,580	
16	2.01	\$58,290	2.04	\$59,160	2.07	\$60,030	
17	2.06	\$59,740	2.09	\$60,610	2.12	\$61,480	
25	Career Increment		Career Increment		Career Increment		
Teachers who earn hours beyond a Bachelor's Degree instead of obtaining a Master's Degree will receive additional compensation as follows:							

BS + 45 semester hours = \$600

BS + 90 semester hours = \$1,000

METROPOLITAN SCHOOL DISTRICT OF WARREN TOWNSHIP

APPENDIX A: TEACHERS' SALARY SCHEDULE FOR 2000-2001

YEARS of EXPERIENCE		BACHELOR'S		MASTER'S		MS + 15	
	INDEX	SALARY		INDEX	SALARY	INDEX	SALARY
0	1.00	\$30,160		1.08	\$32,573	1.11	\$33,478
1	1.04	\$31,366		1.12	\$33,779	1.15	\$34,684
2	1.09	\$32,874		1.17	\$35,287	1.20	\$36,192
3	1.15	\$34,684		1.23	\$37,097	1.26	\$38,002
4	1.21	\$36,494		1.29	\$38,906	1.32	\$39,811
5	1.27	\$38,303		1.35	\$40,716	1.38	\$41,621
6	1.33	\$40,113		1.41	\$42,526	1.44	\$43,430
7	1.39	\$41,922		1.47	\$44,335	1.50	\$45,240
8	1.45	\$43,732		1.53	\$46,145	1.56	\$47,050
9	1.51	\$45,542		1.59	\$47,954	1.62	\$48,859
10	1.57	\$47,351		1.65	\$49,764	1.68	\$50,669
11	1.59	\$47,954		1.70	\$51,272	1.73	\$52,177
12	1.61	\$48,558		1.75	\$52,780	1.78	\$53,685
13	1.62	\$48,859		1.80	\$54,288	1.83	\$55,193
14	1.63	\$49,161		1.85	\$55,796	1.88	\$56,701
15	1.64	\$49,462		1.90	\$57,304	1.93	\$58,209
16	1.65	\$49,764		1.95	\$58,812	1.98	\$59,717
17	1.66	\$50,066		2.00	\$60,320	2.03	\$61,225
25	Career Increment			Career Increment			Career Increment
YEARS of EXPERIENCE		MS + 30		MS + 45		MS + 60	
	INDEX	SALARY		INDEX	SALARY	INDEX	SALARY
0	1.14	\$34,382		1.17	\$35,287	1.20	\$36,192
1	1.18	\$35,589		1.21	\$36,494	1.24	\$37,398
2	1.23	\$37,097		1.26	\$38,002	1.29	\$38,906
3	1.29	\$38,906		1.32	\$39,811	1.35	\$40,716
4	1.35	\$40,716		1.38	\$41,621	1.41	\$42,526
5	1.41	\$42,526		1.44	\$43,430	1.47	\$44,335
6	1.47	\$44,335		1.50	\$45,240	1.53	\$46,145
7	1.53	\$46,145		1.56	\$47,050	1.59	\$47,954
8	1.59	\$47,954		1.62	\$48,859	1.65	\$49,764
9	1.65	\$49,764		1.68	\$50,669	1.71	\$51,574
10	1.71	\$51,574		1.74	\$52,478	1.77	\$53,383
11	1.76	\$53,082		1.79	\$53,986	1.82	\$54,891
12	1.81	\$54,590		1.84	\$55,494	1.87	\$56,399
13	1.86	\$56,098		1.89	\$57,002	1.92	\$57,907
14	1.91	\$57,606		1.94	\$58,510	1.97	\$59,415
15	1.96	\$59,114		1.99	\$60,018	2.02	\$60,923
16	2.01	\$60,622		2.04	\$61,526	2.07	\$62,431
17	2.06	\$62,130		2.09	\$63,034	2.12	\$63,939
25	Career Increment			Career Increment			Career Increment

Teachers who earn hours beyond a Bachelor's Degree instead of obtaining a Master's Degree will receive additional compensation as follows:

	BS + 45 semester hours = \$600	BS + 90 semester hours = \$1,000
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APPENDIX B

EXTRACURRICULAR ASSIGNMENTS

These assignments require management, coordination and supervision responsibilities with primary time and effort occurring outside the regular contract day. After-school, evening and weekend responsibilities occur frequently.

The responsibilities and amount of pay for new extracurricular assignments which are not described in this Agreement may be assigned by the Superintendent. These positions must then be added to any new Agreement or deleted depending on the educational need. The Personnel Director will notify the WEA President of any changes in Appendix B.

I. Athletic Extracurricular Assignments.

Extracurricular assignments will be paid according to the following formula:

$$\text{Pay} = (\text{Contract Base Salary}) \times (\text{Extracurricular Index})$$

Example: Schedule I: Athletic Extracurricular Assignments
 Wrestling, 9th Grade Assistant Coach
 (\$29,000) X (.076) = \$2,204.00

Groups:

- A = MS Athletic Coordinator.
Basketball, Football;
Athletic Trainer (Fall) (Winter) @ Level 2;
Assistant Athletic Trainer (Fall) (Winter) @ Level 4.
- B = Baseball, Softball, Swimming, Track, Volleyball, Wrestling;
Athletic Trainer (Spring) @ Level 4.
- C = Gymnastics, Soccer;
Assistant Athletic Trainer (Spring) @ Level 2.
- D = Golf, Cross Country, Tennis, HS Equipment Manager.
- E = HS Cheerleader Sponsor (Fall, Winter) @ Level 1;
HS Asst. Cheerleader Sponsor (Fall, Winter) @ Level 2;
HS 9th Grade Cheerleader Sponsor (Fall, Winter) @ Level 3;
MS Cheerleader Sponsor (Fall, Winter) @ Level 2
HS Weight Trainer (Each Season) @ Level 8;
HS Athletic Events Coordinator (Each Season) @ Level 8;
HS Videotaper @ Level 7.

Levels:		Groups				
		A	B	C	D	E
1.	HS Head Coach	.285	.185	.135	.110	.057
2.	HS Asst. Coach	.138	.098	.089	.081	.046
3.	9 th Head Coach	.105	.088	.080	.070	.040
4.	9 th Asst. Coach	.093	.076	.073	.062	
5.	8 th Head Coach	.096	.079	.073	.064	
6.	8 th Asst. Coach	.081	.064	.070	.057	
7.	7 th Head Coach	.084	.067	.070	.059	.045

8.	7 th Asst. Coach	.070	.062	.066	.055	.035
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II. Non-Athletic Extracurricular Assignments

Extracurricular assignments will be paid according to the following formula:
 Pay = (Contract Base Salary) X (Extracurricular Index)

Example: Schedule II: Non-athletic Extracurricular Assignments
 MS Team Leader
 (\$29,000) X (.064) = \$1,856.00

<p>1. .141 HS Band Director WPAC Technical Director</p>	<p>8. .046 HS Marching Band Assistant HS Marching Band Winter Guard HS National Honor Society Sponsor Occupational Home Economics HS & MS AV Coordinator MS Student Council Sponsor Arts Events Coordinator Special Services Coordinator</p>
<p>2. .118 HS Choir Director HS Drama Director HS Orchestra Director HS Publications</p>	<p>9. .037 HS Asst. Speech Coach MS National Honor Society Sponsor MS Department Heads (Guidance & Music)</p>
<p>3. .094 HS Assistant Band Director HS Assistant Choir Director MS Band Director MS Orchestra Director WCC Radio Director</p>	<p>10. .026 Home Economics Buyer (in lieu of released time to shop) MS Play Director (each play) Elementary AV Coordinator HS Senior Class Sponsor MS Department Head (4 or more teachers)</p>
<p>4. .085 HS Academic Competition Coach HS Debate Coach HS Speech Coach MS Choir Director MS Publications Director MS Special Education Dept. Head</p>	<p>11. .019 Communication Coordinator</p>
<p>5. .075 HS Asst. Academic Competition Coach HS Student Council Sponsor MS Academic Competition Coach WPAC Assistant Technical Director</p>	<p>12. .017 WCC Vocational Club Sponsor HS Athletic Trainer Club Sponsor HS Freshman, Sophomore & Junior Class Sponsor</p>
<p>6. .064 HS Readers' Theater Sponsor MS Team Leaders</p>	<p>13. .012 HS Service Club Sponsor MS Service Club Sponsor MS Department Heads (1-3 teachers)</p>
<p>7. .057 Music Events Coordinator Computer Coordinator</p>	<p>14. .010 HS Athletic Maids Sponsor WPAC Stagecraft Sponsor</p>

III. Other Assignments

- A. Additional voluntary assignments not listed in this Appendix may include duties assigned and approved in advance by the Superintendent that are instructional in nature, but do not involve typical classroom responsibilities. These include hours preceding or following the regular contract day or year. These assignments will be compensated at the rate of \$22.50 per hour for time assigned to these extracurricular duties. Such duties will include, but are not limited to, the following:
1. Student Assistance programs
 2. Job Placement services
 3. Summer Horticulture services
 4. Summer Music programs
 5. Guidance Counseling programs.
 6. Enrichment (summer and intersession)
- B. Drivers' Education teachers shall be paid at the rate of \$25.00 per hour.
- C. Intramural programs approved by the building principal at any grade level and Summer Recreation activities will be paid at the following rates:
1. \$22.50 per hour for the one person responsible for planning, organizing and supervision the activity;
 2. \$15.00 per hour for the other person(s) assisting with the supervision of the activity.
- D. Teachers in the middle school and at the high school who are assigned mandatory supervisory responsibilities outside the teachers' regular contract day for authorized extracurricular events, including athletic and non-athletic events, shall be compensated at the rate of \$16.50 per event (or \$33.00 per event if the event is interrupted by a scheduled meal break).
- E. Before teachers shall be required to supervise these events, the Board shall allow volunteers to assume these responsibilities. These responsibilities shall be posted on a semester basis for staff volunteers.

Individuals who receive compensation for a program pursuant to Appendix B (section I or II) shall not receive additional compensation pursuant to Section III or release time during the regular school day to conduct their program. Teachers may choose a duty-free schedule (if available) in lieu of pay from Appendix B.

F. Elementary Clubs:

Sponsors of elementary clubs which are approved by the building principal will be paid in the following manner:

1. Club sponsors will notify their principals by October 1st of the anticipated number of club meetings during the school year and the estimated number of students in attendance at each meeting;
2. Club sponsors will notify their principals by April 1st of the definite number of club meetings that will be held during the school year and the average number of students who have attended at all previous meetings;
3. Each sponsor will be paid a portion of \$5,000.00 which is set aside for all sponsors of elementary clubs during each school year, based on units as determined from this chart:

<u># of Meetings</u>	<u>Average Number of Students</u>			
	1-10	11-20	21-35	36 or more
1 - 5	5	6	7	8
6 - 10	10	11	12	13
11 - 15	15	16	17	18
16 - 20	20	21	22	23
more than 20	25	26	27	28

4. The dollar value of each unit will be determined by dividing the total number of units for all elementary club sponsors into \$5,000.00.

G. Summer printing will be paid at the rate of \$25.00 per approved hour.

H. All MS Athletic Coordinators shall have equal assignments.

I. Any Appendix B assignment not held by a certified staff member shall be posted on a yearly basis for certified staff applicants.

J. All portions of Appendix B as described above will become effective with the start of the school year. Summer school and drivers' education programs are part of the previous school year's programs; rates of pay will change with the start of the new school year.

	BR	EA	GC	HA	HH	LA	LO	MO	PR	WECC	CR	RP	ST
BR		1.2	2.7	3.5	1.2	1.2	6.4	1.9	2.4	2.9	3.2	4.6	2.8
EA	1.2		2.7	4.0	1.6	2.4	7.1	2.5	3.6	4.1	2.1	5.4	2.1
GC	2.7	2.7		2.6	3.8	3.7	4.7	3.8	5.1	5.5	0.5	2.8	4.6
HA	3.5	4.0	2.6		4.6	3.7	3.5	2.1	2.4	4.3	3.1	2.6	6.3
HH	1.2	1.6	3.8	4.6		0.9	7.8	3.0	2.7	2.7	3.6	5.7	1.6
LA	1.2	2.4	3.7	3.7	0.9		7.0	2.2	1.8	1.8	4.3	5.0	2.4
LO	6.4	7.1	4.7	3.5	7.8	7.0		4.7	5.0	7.2	5.3	2.0	9.1
MO	1.9	2.5	3.8	2.1	3.0	2.2	4.7		1.2	2.5	4.4	3.7	4.5
PR	2.4	3.6	5.1	2.4	2.7	1.8	5.0	1.2		2.1	5.6	4.3	4.2
SH	2.8	2.0	4.6	6.3	1.6	2.4	9.1	4.5	4.2	2.9	4.1	7.1	0.1
WECC	2.9	4.1	5.5	4.3	3.5	1.8	7.2	2.5	2.1		5.9	5.4	2.9
CR	3.2	2.1	0.5	3.1	3.6	4.3	5.3	4.4	5.6	5.9		3.4	4.1
RP	4.6	5.4	2.8	2.6	5.7	5.0	2.0	3.7	4.3	5.4	3.4		7.3
ST	2.8	2.1	4.6	6.3	1.6	2.4	9.1	4.5	4.2	2.9	4.1	7.3	
WC	0.9	2.3	3.6	3.1	1.6	0.5	6.1	1.4	1.9	2.3	4.0	4.6	3.2

BR = Brookview
EA = Eastridge
GC = Grassy Creek
HA = Hawthorne
HH = Heather Hills
LA = Lakeside
LO = Lowell
MO = Moorhead
PR = Pleasant Run
SH = Sunny Heights
WECC = Warren Early Childhood Center & Renaissance School

CR = Creston
RP = Raymond Park
ST = Stonybrook

WC = Warren Central &
Walker Career Center &
Special Education Office &
Educational Services Center

<u>Pay Period</u>	<u>1999-2000 Pay Dates</u>		<u>2000-2001 Pay Dates</u>
25	July 30, 1999	1st Paycheck of Year-Round Schedule	August 4, 2000
26	August 13, 1999		August 18, 2000
1	August 27, 1999	1st Paycheck of Traditional Schedule	September 1, 2000
2	September 10, 1999		September 15, 2000
3	September 24, 1999		September 29, 2000
4	October 8, 1999		October 13, 2000
5	October 22, 1999		October 27, 2000
6	November 5, 1999		November 10, 2000
7	November 19, 1999		November 24, 2000
8	December 3, 1999		December 8, 2000
9	December 17, 1999		December 22, 2000
10 **	January 4, 2000		January 5, 2001
11	January 21, 2000		January 19, 2001
12	February 4, 2000		February 2, 2001
13	February 18, 2000		February 16, 2001
14	March 3, 2000		March 2, 2001
15	March 17, 2000		March 16, 2001
16	March 31, 2000		March 30, 2001
17	April 14, 2000		April 13, 2001
18	April 28, 2000		April 27, 2001
19	May 12, 2000		May 11, 2001
20	May 26, 2000		May 25, 2001
21	June 9, 2000		June 8, 2001
22	June 23, 2000		June 22, 2001
23	July 7, 2000		July 6, 2001
24	July 21, 2000	26th Paycheck of Year-Round Schedule	July 20, 2001
25	August 4, 2000		August 3, 2001
26	August 18, 2000	26th Paycheck of Traditional Schedule	August 17, 2001

**** SPECIAL NOTE: Teachers will not receive a paycheck on Friday (December 31, 1999).**

APPENDIX E

WORKERS' COMPENSATION

This appendix is for informational purposes only and is not a part of the contract between the Warren Education Association and the Metropolitan School District of Warren Township.

A. On-The-Job Injury

The Metropolitan School District of Warren Township pays the total premium on Workers' Compensation insurance for all employees. In order to receive this benefit, the employee has some responsibilities.

An accident report must be completed regarding each on-the-job injury. The report forms are available in each school office. The employee is responsible for providing the necessary information for completion of the accident report form within 72 hours or during the next work day (whichever occurs first). The employee must ensure that the report is filed in order to receive benefits under the Worker's Compensation insurance coverage.

In general, the insurance company will pay all medical expenses and a portion of the salary for lost days of work. If you have accumulated illness leave and wish to supplement your income up to your normal pay, you may do so.

B. Following are two Attorney General rulings:

Official Opinion of the Indiana Attorney General, N. 134 of 1945, established guidelines to be observed in paying school teachers in instances where an absence from work was because of circumstances under which the teacher received compensation benefits through the provisions of the Workers' Compensation Act. In that opinion, it was clarified that a teacher who receives benefits under the Workers' Compensation Act while absent from work would be entitled to receive from the school corporation only the difference between the amount received under the Workers' Compensation Act and the full benefits provided by Law allowing teachers to be absent without loss of pay for a stated number of days; that the laws considered in the opinion do not authorize double payment for the same injury.

Official Opinion No. 17 of 1975 supports the prior opinion in that it concludes that while a teacher is entitled to each earned sick leave day for actual sickness or injury, in the event a teacher also received Workers' Compensation payments during the same time frame as receiving sick leave, an adjustment must be made so that the combined earned sick leave days and Workers' compensation payments do not exceed that teacher's normal salary for the same time frame.

APPENDIX F

TOTAL COMPENSATION WORKSHEET

Each teacher can determine the total compensation provided by the School Board by completing the following worksheet.

- 1. Enter your Teacher's Salary from Appendix A _____
- 2. Enter your Salary for each Extra-Curricular duty from Appendix B _____

- 3. Subtotal your Contract Salaries (sum of Line 1 & Line 2) _____
- 4. Multiply Line 3 by .0765 for Social Security & Medicare (FICA) _____
- 5. Multiply Line 3 by .03 for the Employee's Portion of the Indiana State Teachers' Retirement Fund (ISTRF), which is paid by the Board _____
- 6. If you were hired in Warren Township after July 1, 1995, multiply Line 3 by .08 for the Employer's Portion of ISTRF _____
- 6. Enter the Board-portion of your Health Insurance premium: _____
 - Anthem PPN (Single) = \$3,066.92
 - Anthem PPN (Family) = \$4,760.48
 - M-Plan (Single) = \$2,329.28
 - M-Plan (Family) = \$4,445.24
- 7. Enter the Board-portion of your Dental Insurance premium: _____
 - Blue Cross (Single) = \$208.64
 - Blue Cross (Family) = \$431.45
 - CompDent (Single) = \$143.00
 - CompDent (Family) = \$320.00
- 8. Enter the Board-portion of your Vision Insurance premium: _____
 - Anthem VSP = \$83.24
- 9. Enter the Board-portion of your Life Insurance premium: _____
 - \$50,000 Term Life = \$108.00
- 10. Enter the Board-portion of your Long-Term Disability Insurance: _____
 - LTD Premium = \$161
- 11. Enter the Board's Matching Contribution to your Tax-Sheltered Annuity account (up to .001 of Line 1) beginning 1998-99 _____
- 12. Subtotal of Board-paid taxes and Board contributions for insurance benefits (sum of Lines 4 through 11) _____

13. **TOTAL COMPENSATION PACKAGE (sum of Line 3 and Line 12)**

APPENDIX G

**NETWORK AND INTERNET ACCESS POLICY
FOR TEACHERS**

The purpose of this policy is to provide Network (Electronic Mail and Electronic Bulletin Board) and Internet access, hereinafter referred to as Network, for educational purposes to the teachers. As such, this access will (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

The intent of this policy is to ensure that teachers will understand and comply with all Network and Internet acceptable use practices approved by the Corporation.

In exchange for the use of the Network resources either at school or away from school, I understand and agree to the following:

- A. The use of the Network is a privilege which may be revoked by the Corporation. Appropriate reasons for revoking privileges include, but are not limited to, the altering of system software, the placing of unauthorized information, computer viruses, or harmful programs on or through the computer system in either public or private files or messages. The Corporation reserves the right to remove files and/or deny access.
- B. The Corporation reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the Corporation, at its sole discretion, believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Teachers will not use the Corporation-approved computer account/access to obtain, view, download or otherwise gain access to, distribute, or transmit such materials.
- C. All information services and features contained on Corporation or Network resources are intended for the private use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes (i.e., advertisements, political lobbying), in any form, is expressly forbidden.
- D. The Corporation and/or Network resources are intended for the exclusive use by their registered users. The teacher is responsible for the use of his/her account/password and/or access privilege. Any problems which arise from the use of a teacher's account are the responsibility of the account holder. Use of an account by someone other than the registered account holder or accessing another person's account without permission is forbidden and may be grounds for loss of access privileges.
- E. Any misuse of the account may result in suspension of the account privileges. Misuse shall include, but not be limited to:
 - 1. Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users;
 - 2. Misrepresenting other users on the Network;
 - 3. Disrupting the operation of the Network through abuse of or vandalizing, damaging, or disabling the hardware or software;
 - 4. Malicious use of the Network through hate mail, harassment, profanity, vulgar statements, or discriminatory remarks;
 - 5. Interfering with others use of the Network;

6. Extensive use of non-curriculum-related communication;
7. Illegal installation of copyrighted software;
8. Unauthorized down-sizing, copying, or use of licensed or copyrighted software or plagiarizing materials;
9. Allowing anyone to use an account other than the account holder.

F. The use of Corporation and/or Network resources is for the purpose of (in order of priority):

1. Support of the academic program;
2. Telecommunications;
3. General Information;
4. Recreation.

G. The Corporation and/or Network does not warrant that the functions of the system will meet any specific requirements the user may have, or that it will be error-free or uninterrupted; nor shall it be liable for any direct or indirect, incidental, or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.

H. The teacher will diligently delete old mail messages on a daily basis from the personal mail director to avoid excessive use of the electronic mail disk space.