

MASTER CONTRACT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES

of the

WESTFIELD WASHINGTON SCHOOLS

and the

WESTFIELD CLASSROOM TEACHERS ASSOCIATION

an affiliate of the

INDIANA STATE TEACHERS ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

2019-2021

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*This Table of Contents is included as an item of information only and shall not be construed in any aspect or manner as a part of this Contract, nor was this Table of Contents bargained between the Board and the Association.

THIS CONTRACT IS ENTERED INTO THIS 8th DAY OF October, 2019, BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF WESTFIELD WASHINGTON SCHOOLS, HEREINAFTER CALLED THE "BOARD" AND THE WESTFIELD CLASSROOM TEACHERS ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION."

ARTICLE I

RECOGNITION

The Board recognizes the Westfield Classroom Teachers Association as the exclusive representative of certificated school employees in the following bargaining unit:

All certificated school employees, as defined in Public Law 217, in the Westfield Washington Schools, except for persons occupying the following positions:

Superintendent, Assistant Superintendent(s), District Executive Director(s), District Director(s), Principal(s), Assistant Principal(s), Dean(s), Athletic Director(s), Assistant Athletic Director(s) (non-teaching), Support Staff, Substitute Teachers, Instructional Assistants, and Guidance Personnel.

Per diem teachers' collective bargaining rights shall be limited only to those rights established herein for per diem teachers.

ARTICLE II

DEFINITIONS

As used in this Contract unless otherwise stipulated:

- A. "Board" means the Board of School Trustees of Westfield Washington Schools and any person(s) authorized to act for said body in dealing with its employees.
 - B. "Schools" means the Westfield Washington Schools of the County of Hamilton of the State of Indiana.
 - C. "Certificated School Employees" and "Teacher(s)" mean the certificated personnel employed by the Board in the bargaining unit as defined in Article I of this Contract.
 - D. "Association" means the Westfield Classroom Teachers Association, which has been recognized as the exclusive representative of the certificated school employees, or the person or persons authorized to act on behalf of such representative.
 - E. "Substitute Teacher" means a person hired to replace a certificated teacher for a period of fewer than 15 consecutive work days.
 - F. "Job Sharing" means two teachers sharing one full-time position on a prorated basis such as, but not limited to, 50/50, 60/40, or one trimester each. Job sharers shall not be deemed part-time employees.
 - G. "Per diem Teacher" means a replacement teacher for a period spanning not less than fifteen (15) consecutive work days and up to sixty (60) consecutive work days in any given school year.
 - H. "Temporary Teacher" means a replacement teacher for a period extending beyond sixty (60) consecutive work days in any given school year.
 - I. "Full-time Teacher" means a teacher who teaches three (3) or more high school periods or, at other levels, teaches 50% or more of the student day.
 - J. "Part-time Teacher" means a teacher who teaches two (2) or fewer high school periods or, at other levels, teaches less than 50% of the student day.
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ARTICLE III
COMPENSATION

Section 1 Basic Salaries

- A. **Salary.** The basic salaries of full-time teachers covered by this agreement are set forth in Appendix I which is attached to and incorporated in this Agreement. Such salary table will remain in effect during the term of this contract. No employee shall be paid in excess of credit authorized by this salary table.
- B. **Daily Rate.** A teacher's daily rate shall be determined by dividing the teacher's Regular Teacher's Contract Salary by the number of teacher contract days in the Regular Teacher's Contract.
- C. **Hourly Rate.** A teacher's hourly rate shall be determined by dividing the daily rate by the number of hours in the Regular Teacher's Contract.
- D. **Partial Salary Computation.** In instances where a teacher works part of the school day, the salary for that teacher will be computed by:
- a. High school teachers teaching one (1) class shall be paid 22.5% of full-time pay. Those teaching two (2) classes shall be paid 45% of full-time pay. Those teaching three (3) or more classes shall be paid a percentage of full-time pay derived by dividing the number of periods taught by the number of periods in the instructional day.
 - b. Part-time teachers at other levels shall be compensated by:
 - i. Multiplying the full-time salary by the number of periods employed divided by the total number of periods in a school day or at schools that do not have multi-period days by
 - ii. Multiplying the full-time salary by the percentage of the work day that the teacher is employed.
- E. **Changes.** At the end of each trimester or as changes occur, the calculation of the portion of the salary will be adjusted to reflect changes in the number of days or hours.

Section 2 Salary Table Placement

- A. **Newly Employed Teachers.** Initial salary placement for the 2019-2020 and 2020-2021 school year will be computed using Appendix I-B to identify the appropriate level of creditable experience, then locating the salary for that level on Appendix I-A. Teachers hired under this Section will be expected, as a condition of employment, to sign a form releasing the Board and the Association from any claims of entitlement to any other placement on the salary table.
- B. **Teachers Returning from Additional Teaching Background Leave.** Upon return from such leave, a teacher shall be placed at the same position on the salary table as the teacher would have been had the teacher taught in the schools during the period of leave.
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- C. **Teachers Returning from Military Leave.** Upon return from military leave, a teacher shall be placed on the salary table at the level that the teacher would have achieved had he or she remained actively employed in the Schools during the period of absence, not to exceed a maximum of four (4) years. A year shall be defined as at least eight (8) months of military service or a combination of military service and teaching experience occurring between the dates of July 1 and June 30.
- D. **Retired Teachers.** For retired Westfield Washington Schools teachers rehired to a contracted position, their initial placement on the salary table shall be as agreed to between them in a salary placement document signed and dated prior to their return to work provided such agreement shall not place them any lower than what is provided for in A. above nor higher than where they would have been placed in the year following retirement had they not retired.
- E. **Cooperative Teachers.** Educators employed by a cooperative in which Westfield Washington Schools is partnered who transfer to Westfield Washington Schools shall receive full credit for all previous consecutive years that they were employed as educators in the cooperative. Only time prior to a break in service with the cooperative or time prior to employment with the cooperative shall be subjected to Appendix I-B.

Section 3 Salary Table Advancement

- A. **General Provisions.** This section will apply to any raise or increase provided to teachers after their initial year of employment as a teacher. Performance-based compensation statutory criteria of performance evaluation, and education will be used. A teacher qualifies for an additional year of experience when s/he has been contracted for, and been in attendance for, 120 or more days of the preceding school year. Approved leaves taken by a teacher for the following purposes will not count against the teacher's attendance for purposes of eligibility in this category: worker's compensation, FMLA, bereavement leave, military leave, or professional development.
- B. **Salary Range.** At the beginning of the 2019-2020 school year, the salaries of returning full time teachers were between \$39,750-\$86,650.00 prior to any increases negotiated in this agreement. Under the compensation plan in 2019/2020, teachers will each get a \$1,250 salary increase. After the increase is awarded, full-time teachers will be making \$41,000-\$89,300. Under the compensation plan in 2020/2021, teachers will each get a \$350 salary increase. After the increase is awarded, full-time teachers will be making \$41,350-\$89,650 for the 2020/2021 school year.
- C. **Evaluation.** A teacher rated ineffective or improvement necessary by Westfield Washington Schools will not be eligible for any raise or increase for the following year if the teacher's employment contract is continued.

- D. **Education.** Teachers who otherwise qualify for advancement and complete a content area Master's degree prior to September 1 shall be advanced without step increase to the MS column in the current school year. Content area is defined by IEERB or the Superintendent of WWS. Teachers who otherwise qualify for advancement and are awarded a Master's degree after September 1 shall be advanced without step increase to the MS column in the next school year.
- E. **Application of Factors and Percentages.** Sixty-six point seven percent (66.7%) of the possible increase in salary is based on evaluation and thirty-three point three percent (33.3%) is based on education.
- a. In accordance with the statute, the increase received for education will account for not more than thirty-three point three percent (33.3%) of the calculation used to determine any teacher's increase.
 - b. A teacher's salary will be unchanged until the teacher meets all of the requirements for an increase under either Column Change or Row Change, as described below.
 - c. Only one movement will be permitted per contract year. A teacher may move down one row, or right one column in a school year. No diagonal movement shall be permitted.
 - d. No teacher rated "ineffective" or "improvement necessary" will receive any increase in compensation. The amount that would otherwise have been allocated for the salary increase of teachers rated "ineffective" or "improvement necessary" shall be evenly reallocated between all teachers rated effective and highly effective as a one-time stipend within one month of all evaluation rankings for the preceding year becoming finalized.
 - i. **Column Change**
Requirements to move over to the right one (1) column in the same row: The teacher: (a) does not receive an "ineffective" or "improvement necessary" evaluation rating for the preceding school year and (b) completes a master's degree.
 - ii. **Row Change**
Requirements to move down one (1) row within the same column: The teacher does not receive an "ineffective" or "improvement necessary" evaluation rating for the preceding school year.
- F. **Effective Date.** Any row or column change is retroactive to the first contract day of the 2019-2020 school year for year one of this Agreement and retroactive to the first contract day of the 2020-2021 school year for the second year of this Agreement.
- G. **Table Placement of Teachers Rated Ineffective or Improvement Necessary.** A teacher rated ineffective or improvement necessary by Westfield Washington Schools will not be eligible for any raise or increase for the following year if the teacher's employment contract is continued. Any teacher who is disqualified for a row or column change due to the operation of this provision shall continue to have the salary designated by the row and column position

the teacher last obtained on the salary table in effect at the time of disqualification for the duration of such disqualification.

- H. **Reopener Fall 2020.** If the Fall 2020 ADM report meets or exceeds 250 newly enrolled students to the district as compared with the Fall 2019 ADM report, the parties may, by mutual agreement, reopen negotiations in Fall 2020 for bargaining any additional money resulting from the enrollment exceeding 185 students per the Fall 2020 ADM report and for reviewing 2019-2020 early retiree savings for potential use for salary increases.

Section 4 Job Share Teacher Compensation

- A. The salary of each teacher participating in the job sharing team shall be the proportionate amount of the job share stated in the job share plan of the salary that each teacher would have received if he or she were a full-time teacher.
- B. Job share employees who are employed at least 120 days of the school year and meet the evaluation standards set forth for advancement shall move a full step on the salary table for each year employed.
- C. Job share teachers who otherwise meet the requirements for advancement but whose schedule prevents them from meeting the 120-day employment requirement stipulated in B. above shall be eligible for advancement on the salary table after accumulating 120 days of employment as a certificated teacher in two consecutive years.

Section 5 Per Diem and Temporary Teacher Compensation

Per diem and temporary teachers shall be paid in accordance with their placement on the negotiated salary table per Appendix I.

Section 6 Compensation for Travel Between Buildings

Teachers who are required by the Administration to use their personal automobile in the course of their work to travel between buildings on authorized business of the school corporation will be compensated.

Section 7 Professional Development

Certificated teachers instructing a summer professional development class will be paid the summer activity hourly stipend (80% of the BS level A hourly salary rate for the school year just ended) for each hour of preparation agreed upon between the teacher and administration. In addition, the teacher will be compensated \$100 for each hour taught.

Section 8 Summer School Contract

Teachers teaching summer school will be paid their hourly rate.

Section 9 Unemployment

- A. A teacher dismissed because of a reduction in force shall be partially reimbursed for loss of job payment for seventy-five percent (75%) of accumulated sick leave. All payments are to be paid in two (2) equal payments (one in September and the other in January). If the teacher has taken another teaching position or another position with comparable pay on or before the date of the payment, then no payment will be made.

- B. Any teacher who is laid off shall be offered daily substitute positions according to seniority at the rate approved by the Board to pay certificated substitute teachers.

Section 10 New Teacher Orientation

Compensation shall be paid as a stipend of 40% of the daily rate for a teacher at the BS level A salary.

Section 11 Special Summer Employment

The Board may offer the opportunity for teachers to participate in summer curriculum writing or other activities during the summer months. Teachers who agree to perform these functions will be compensated at 80% of the BS level A hourly salary rate for the school year just ended. No teacher will be required to participate in these activities.

Section 12 National Board for Professional Teaching Standards (NBPTS) Certification

Within thirty (30) work days of a teacher presenting documented evidence of having attained NBPTS certification, the Board shall pay the teacher \$1,000 per year for the life of the certification. Obtainment of this certification shall be considered the statutory factor of meeting the academic needs of students. Obtainment of this certification shall be considered the statutory factor of meeting the academic needs of students.

Section 13 Advanced Degrees

Employees who receive an advanced degree beyond a Masters will receive a stipend of \$2,000.

Section 14 Extra-curricular Activity Pay

- A. Employees accepting voluntary extra duty assignments shall be compensated as set forth in Appendix II, Extra-curricular Pay Schedule, which is attached to and incorporated in this contract.
- B. The Association agrees that the Board has authority to establish new positions of an extra-curricular or extra duty nature during the term of this agreement and to recommend the rate of pay for the position. The Board recognizes a responsibility to formally discuss the addition of newly created positions and recommend rate of pay per I.C. 20-29-6-7(4) with the Association prior to establishing the positions or hiring personnel, as well as observe the right of the Association to subsequently negotiate the rate of pay.

Section 15 Wage Payment Arrangement

All teachers will be paid on a 24 pays per calendar year schedule. Any retro pay for 2019-2020 will be paid in a lump sum prior to January 1, 2020.

Section 16 Non-instructional Supervisory Activity Pay

Teachers who supervise Thursday School at Westfield High School or Media Center Extended Hours at Westfield Middle School outside the contracted day throughout the school year will receive compensation of 80% of the BS level A hourly salary rate.

Section 17 Background Checks

For any teacher, excluding first year teachers, the Board shall pay the cost of any and all expanded criminal history background checks and expanded child protection index checks (exception - pre-employment checks) that are required by the School Corporation or per IC 20-26-5-10.

ARTICLE IV

BENEFITS

Section 1 Definitions

As used in this Article:

- A. "Maximum Board Payment" means the maximum amount that the Board will contribute toward health coverage for employees enrolled in the corporation's medical plan.
- B. "Cost per Teacher" means the annual premium less the maximum Board payment.
- C. "PPO Plan" means the coverage schedule listed in the corporation's Medical Plan as the PPO Plan.
- D. "High Deductible Health Plan (HDHP)" means the coverage schedule listed in the corporation's Medical Plan as the HDHP.

Section 2 Medical Insurance Coverage

A. **Maximum Board Payment Amount.**

- a. Full-time Teacher – PPO. The Board shall pay an amount equal to seventy percent (70%) of the total premium for any category of medical coverage in the PPO plan. At no time will this amount exceed seventy percent (70%) of the cost of the applicable PPO plan category of medical coverage in which a given teacher is enrolled.
- b. Full-time Teacher – HDHP. The Board shall pay an amount equal to seventy-five percent (75%) of the total premium for any category of medical coverage in the HDHP.

B. **Cost per Teacher Amount.** Depending on the amount of change in the insurance premium each year and the type of coverage in which the teacher has chosen to enroll, the cost per teacher could increase or decrease. In no case shall the cost per teacher be less than one dollar (\$1.00) per year. The cost per teacher shall be paid by payroll deduction (or personal check if the amount of pay the teacher is receiving is insufficient to cover the cost).

C. **Dual Employee/Spouse Employment.**

Prior to January 1, 2016: In the event that both an enrolling teacher and spouse are employed as full-time employees as defined for this Article by the School Corporation, the Board shall pay an amount equal to all but one dollar (\$1.00) of the total premium for one of either the family or the employee/spouse medical PPO or HDHP coverage options with the enrolling teacher paying the difference. In no case will the Board contribution allowance(s) be paid/rebated to individual teachers.

Effective January 1, 2016: In the event that both an enrolling teacher and spouse are employed as full-time employees as defined for this Article by the School Corporation, the Board shall pay an amount equal to all but one dollar (\$1.00) of the total premium for one of either the family or the employee/spouse medical HDHP coverage option with the enrolling teacher paying the difference. The Board shall pay an amount equal to seventy percent

(70%) of the total premium for one of either the family or the employee/spouse medical in the PPO plan. At no time will this amount exceed seventy percent (70%) of the cost of the applicable PPO plan category of medical coverage in which a given teacher is enrolled. In no case will the Board contribution allowance(s) be paid/rebated to individual teachers.

- D. **Premium Establishment.** The Insurance Committee shall decide the premium amounts for each category and type of medical coverage. The resulting cost per teacher shall, if possible, be communicated in writing to each teacher enrolled in the medical plan at least thirty (30) days before the date on which the premium shall become effective, or otherwise as soon as possible thereafter.
- E. **Disability.** During the time of disability, the Board will continue to pay the same portion of the insurance as is paid for all other full-time teachers until government health insurance takes over.

Section 3 Long-term Disability Insurance

The Board will provide each full-time teacher a long-term disability policy to pay sixty-six and two-thirds percent (66 2/3%) of salary or seven thousand dollars (\$7,000.00) per month, whichever is less. The cost for this coverage will be one dollar (\$1.00) per year per policy per member.

Section 4 Life Insurance

The Board will provide each full-time teacher a fifty thousand dollar (\$50,000.00) life insurance policy and a fifty thousand dollar (\$50,000.00) ADD policy. The cost for this coverage will be one dollar (\$1.00) per year per policy per member.

Section 5 Section 125

A teacher may participate in the School's flexible benefits plan, with all Administration fees paid by the Board and all monthly user fees paid by the participating teacher. The plan shall be solely determined and adopted by the Board under the provisions of Section 125 of the Internal Revenue Service Code. The plan will provide for the following benefits through salary reduction agreements:

- A. The employee share of group insurance premiums;
- B. Medical care reimbursement accounts;
- C. Dependent care assistance accounts; and
- D. Other benefits provided through the plan.

Section 6 Vision Insurance

All teachers shall be entitled to carry the vision care insurance at the level of coverage determined by the Insurance Committee with the Board paying all but one dollar (\$1.00) of the annual premium for single or family coverage.

Section 7 Dental Insurance

All teachers shall be entitled to carry the dental care insurance at the level of coverage determined by the Insurance Committee with the Board paying all but one dollar (\$1.00) of the annual premium for single or family coverage.

Section 8 Effective Dates for Insurance Benefits

Medical, dental, and vision insurance benefit coverage shall begin on the first day of the month following the teacher's payment of their first month's cost of premium. Others shall be as stated in the various insurance plans.

Section 9 Legal Assistance

Threats of Criminal or Civil Action. A teacher shall report to the Superintendent any threats of criminal or civil action against, arising out of, and in the course of his or her employment with the schools. Except in cases where the Board and/or Schools is the adversary party, the Board will select and provide legal counsel to defend a teacher of the schools in any suit arising out of the performance of his or her duties for, or employment with, the Schools, provided the Board by resolution determines that the action was taken in good faith and shall save the teacher harmless from any liability, cost, or damage in connection therewith, inclusive, but not limited to the payment of any legal fees, except where the liability, cost, or damage is predicated on, or arises out of, the bad faith of the teacher, or is a claim or judgment based on his or her malfeasance in employment.

Section 10 Long-term Care

Enrolled prior to June 30, 2019: The Board shall cover all but one dollar (\$1.00) of the annual cost of a basic long-term care program vended by Unum or such other vendor as the parties might subsequently agree to use.

- A. The employer paid plan shall provide the following or better coverage: Two thousand dollar (\$2,000.00) monthly Skilled Facility benefit; one thousand two hundred dollar (\$1,200.00) monthly Assisted Living Facility benefit; one thousand dollar (\$1,000.00) monthly Professional Home Care benefit; three (3) year duration period; ninety (90) day elimination period; seventy-two thousand dollars (\$72,000.00) lifetime maximum for the base plan; guaranteed issue coverage for employees who are actively at work; level premium locked in at the age coverage begins for a given employee; complete portability allowing the given employee to take the coverage with him/her at separation from employment for any reason with the same premium pricing then in effect; coverage guaranteed for family members at the same discounted premiums contingent on the family member's proof of good health; and a three (3) year rate guarantee.
- B. Each employee will have the option to enhance the base plan with any or all of the following, provided that the given employee pays the difference in premium for his/her base plan via payroll deduction:
 - a. Up to eight thousand dollars (\$8,000.00) in monthly benefits, of which up to six thousand dollars (\$6,000.00) comes with the guarantee issue for employees actively at work.
 - b. Up to six (6) year benefit duration.
 - c. Total Home Care (family and friends are paid for providing care at home).
 - d. Five percent (5%) compound inflation protection, uncapped.

- C. In regard to items A. and B. above, the parties acknowledge that changing market conditions could make the specifications set forth exceed the costs for same estimated at the time the parties agreed to add a Long-term Care (LTC) benefit to this contract. If the Board believes this to be the case, it may notify the Association President in writing that these specifications need to change to better conform to the original estimated costs. At that time, the parties would reconvene bargaining teams to revise the specifications accordingly.

Section 11 Insurance Coverage for FMLA

The Schools' payments in support of insurance programs provided by this Article shall continue during any FMLA leave.

Section 12 Insurance Partnership

- A. The Board and the Association shall form a partnership for the benefit of providing insurance for the Corporation's employees. The partnership shall be comprised of four (4) members, two (2) appointed by the Association and two (2) appointed by the Administration. The purpose of the partnership shall be to oversee, manage, and provide guidance on issues relating to insurance coverage, investments, and benefits.
- B. The partnership may make decisions about overall benefits for the insurance committee. They shall also be responsible for suggesting whether a change of carrier is necessary. All decisions of the partnership shall be made by a majority vote of the four (4) members. The partnership shall not, on its own authority, select or change the carrier.
- C. There shall be established a Medical Appeals Board made up of the members of the partnership.
- D. If an employee feels aggrieved by the decision of the carrier, or if an employee feels that benefits should be added, they shall make application to the Medical Appeals Board. If the Medical Appeals Board finds that the insurance plan has been misinterpreted by the carrier, then the Medical Appeals Board shall, by a majority vote, direct the carrier to pay the claim.
- E. If an employee requests a change in benefits, then the request shall be forwarded for consideration to the partnership. A change of benefit must be approved by the partnership.
- F. The decision of the choice of carrier shall be referred to the bargaining teams for action. Following approval of a new carrier, the Association and the Board shall conduct a ratification vote.
- G. Failure by the Association and the Board to adopt a change in carrier shall cause the parties to table the issue until the expiration of the current Master Contract agreement.
- H. The funds set aside for the provision of insurance shall be used only for that purpose. All funds contributed by the employees and the corporation shall be placed in a separate fund, and only be used for the purpose of providing insurance benefits for the employees. Interest earned on those funds shall be accumulated in the insurance fund. The corporation shall not be allowed to commingle other funds, withdraw, or otherwise expend insurance funds for any purpose other than insurance.

- I. The Board agrees to provide detailed documents to the members of the partnership. All documents (except those specifically forbidden by federal or state law) related to expenses, benefits, and claims shall be available to the members of the partnership. However, each partnership member must agree that information available to him or her is largely confidential and shall not be shared for the benefit or detriment of any other employee.
- J. At all times, the management of insurance funds shall be in accordance with Indiana Code.

ARTICLE V

PAID LEAVES OF ABSENCE

Section 1 General

Unless otherwise stated, leaves will accrue and may be used in half-hour segments.

Section 2 Sick Leave

A. Days Earned.

- a. Full-Time Teachers. Unless otherwise stipulated in the Contract, during the first year of employment and each consecutive year thereafter, teachers under contract shall be allowed a maximum of fourteen (14) days at full pay for absence on account of personal and/or family illness each year.
- b. Part-time Teachers. The provisions of a. above apply to part-time teachers except that the award and use of time will be adjusted proportionately to the percentage of time they are employed.
- c. Temporary Replacement Teachers. Temporary replacement teachers employed on a temporary contract shall have all the rights of the Master Contract except that paid leave shall be granted per the formula set forth in b. above.
- d. Per diem Teachers. Westfield Washington Schools will grant per diem teachers one (1) paid day of absence for every twenty (20) days of service. A per diem teacher's paid leave is accumulative, but may only be used while the given individual serves as a per diem teacher.

B. Accrued Leave Days

- a. Illness days not used, not to exceed ten (10) per year, shall be added to the accumulated illness days at the close of the school year up to a total of one hundred eighty (180) days. In those situations where a teacher begins the school year with an accrued level of one hundred eighty (180) days, the teacher will be granted his or her full amount of additional days per Section 2 above at the beginning of the school year. In the event a teacher is given an additional assignment during the same school year, either as a temporary replacement or per diem teacher, per Sections A.c. and A.d. above, the teacher's unused paid leave days would continue to accumulate.
 - b. When a retired Westfield teacher is rehired by Westfield Washington Schools, he/she shall not be entitled to any sick leave days he/she accrued prior to retirement.
 - c. Transfer of Days Earned. A teacher shall be allowed to transfer all sick leave from the previous school corporation at the rate of three (3) days per year starting with the second year. Teachers who were previously employed by Westfield Washington Schools and are hired following a break in service with Westfield Washington Schools shall have any remaining accrued leave days reinstated at the same rate.
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- C. **Medical Certification.** When a teacher returns to work after an extended absence for personal illness (ten {10} consecutive work days or twenty {20} cumulative work days in any sixty {60} day period), the Superintendent may require that the teacher obtain a statement from the teacher's physician that she/he is capable of performing the teacher's regular duties and is able to return to work. Where the Superintendent has requested such a statement pursuant to this paragraph, failure to supply the statement within five (5) work days of the teacher's return to duty will require the teacher to take sick leave, personal leave, or unpaid leave, whichever is applicable, until such time as the statement is provided.

Should a teacher who is required to furnish a physician's statement incur a cost for this certification that is greater than that which is compensated by the medical insurance company, upon presentation of a valid claim, the Board will reimburse the teacher for the excess cost.

- D. **Summer School.** A summer school teacher shall be allowed to use available accumulated sick leave days. A sick leave day used during summer school will be the equivalent of one-half (1/2) day of accumulated sick leave. Use of the days shall be limited to use at the rate of only one-half (1/2) day of accumulated sick leave for each twenty (20) days of teaching in summer school.
- E. **Maternity.** Following the birth of a child, the teacher giving birth may remain on leave, either paid or unpaid up to six (6) calendar weeks following the date of the natural birth or up to eight (8) calendar weeks following the cesarean birth without providing a doctor's statement. The six (6) or eight (8) week period begins at the date of the birth. Provided school is in session, and if the employee is then on the unpaid portion, if any, of this leave, this leave shall be consecutive with FMLA leave.
- F. **Pregnancy Leave.**

Temporary disability caused by pregnancy shall be governed by the following:

- a. Any teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if the necessity for leave is foreseeable based on the expected birth, the teacher shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin, except that if the date of birth requires the leave to begin in fewer than thirty (30) days, the teacher shall provide such notice as is practicable. She shall notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, but not related to the expected date of birth, the teacher shall be granted a leave, as otherwise provided in this Section, immediately on her request and the certification of the emergency from an attending physician.
 - b. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the teacher is not entitled to take accumulated sick 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 leave without pay.
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G. Job Share Teachers.

- a. Teachers sharing a job may agree to cover up to five (5) consecutive illness days within a trimester provided there is no cost to the corporation. In such instances, the absent teacher shall not be required to use leave days.
- b. Members of a job sharing team shall receive the prorated number of leave days as provided full-time teachers and shall be charged the prorated amount when using the days.

Section 3 Sick Leave Bank

A. **Qualifications for Membership.** Any teacher employed at Westfield Washington Schools may join the Sick Leave Bank.

B. **Purpose.** The purpose of this Sick Leave Bank is:

- a. To help offset the potential and detrimental financial effect of a member of the Sick Leave Bank having to be absent for non-elective medical purposes without accumulated paid sick leave sufficient to cover, in whole or in part, the absence; and
- b. To protect the availability of Sick Leave Bank days to allow for the most equitable and widespread meeting of the first purpose.

C. **Membership.**

- a. As a member, a teacher must contribute one (1) day to the Bank for the first year of membership and two (2) days each for the second and third years of membership. Teachers shall contribute and receive benefits in direct proportion to their contracted employment.
- b. After the third year, a member of the Sick Leave Bank shall not be asked to contribute any more days unless the bank drops below five hundred (500) accumulated days. Even then, no assessment will ever exceed one (1) day per year, although the Sick Leave Bank Committee may solicit voluntary contributions at any time.
- c. Teachers who have extra days may contribute up to half of their remaining balance as of June 1, or at the time of separation, whichever comes sooner.
- d. A retired Westfield teacher who is re-employed shall be reinstated as a paid-up member of the Sick Leave Bank if, at the time of retirement, he/she was a paid-up member of the Bank and for teachers initially signing a re-employment agreement on or after September 1, 2007, if otherwise qualified, he/she shall be entitled to use Sick Leave Bank days without first taking any unpaid leave (deduct) days.
- e. All days required for membership must be contributed by October 15 of each school year.

D. **Administration.**

- a. The Sick Leave Bank Committee shall oversee the Bank's operation. The Committee shall consist of not less than one (1) nor more than two (2) members from each school building.
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- b. The Sick Leave Bank Committee members shall be elected from their respective buildings with each member elected for two (2) years. Newly established positions will have staggered terms so that one-half the Committee members are up for election each year.
- c. All actions of the Committee may be appealed to the total membership with a 51% vote of the membership overruling the Committee.
- d. The Sick Leave Bank Committee shall be responsible for a vice chairperson to conduct the meetings, a secretary to record the pertinent minutes of the meetings and to handle all correspondence necessary with members, and a treasurer to keep track of accumulated days in the Bank and repayments to the Bank. Copies of all minutes shall be provided to the Superintendent no less than thirty (30) days following any meeting.
- e. The Sick Leave Bank Committee shall meet, when necessary, but at least once each school year with a majority required to pass any action. It shall have the responsibility to run the Sick Leave Bank for the best interest of the members and may award days to applicants up to a maximum of forty (40) days per individual or to the point where the disability insurance begins, whichever is lower. The Committee may disallow any claim for cause. The Board is not responsible for any decision on a claim. No grievance may be filed against the Administration or Board because of a decision of the Committee.

E. Application for Days.

- a. Any member may apply for days from the Bank after his or her own sick days have been used.
 - i. Teachers having a balance of forty (40) or greater accumulated sick leave days within the last two (2) years shall, if otherwise qualified, be entitled to use Sick Leave Bank days without first taking any unpaid leave (deduct) days.
 - ii. All other teachers, if otherwise qualified, will be required to take two (2) unpaid leave (deduct) days to be entitled to use Sick Leave Bank days.
 - b. For short-term illnesses, applications may be made when need arises and pay has been deducted. The Member shall be reimbursed by the Corporation according to the action of the Sick Leave Bank Committee.
 - c. For long-term illnesses, applications may be made in advance for approval by the Sick Leave Bank Committee in order that missed days would not be deducted from the member's pay.
 - d. A doctor's certification is required with the application and would better facilitate action by the Sick Leave Bank Committee.
 - e. For a long-term illness, a member of the Sick Leave Bank or a family member of the teacher must appear before the Sick Leave Bank Committee to present the doctor's certification and the reason for the request.
 - f. Section D.e. above notwithstanding, regardless of the number of applications, employees owing eighty (80) days may not apply for additional days.
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F. Repayment.

- a. Each year that a member draws days from the Sick Leave Bank, the member automatically agrees to repay the Sick Leave Bank at the rate of two (2) days per year, beginning the next school year.
- b. The maximum number of days to be repaid per year, regardless of the number of years in which the member borrowed days, shall be four (4).
- c. This repayment continues until there is either complete repayment or termination of teaching for Westfield Washington Schools.
- d. D.5 above notwithstanding, regardless of the number of applications, employees owing eighty (80) days may not borrow additional days unless there is an extreme hardship, in which case the Sick Leave Bank Committee, with the concurrence of the Administration, may forgive up to ten (10) days currently owed to enable granting days within this limit.

Section 4 Personal Leave

- A. Three (3) personal leave days shall be granted during the contractual year upon the request in writing to the Superintendent or designee without loss of compensation for the absence. The only reason that must be given is that of personal business. Those personal leave days that are not used shall be added to the accumulated sick leave days at the close of the school year.
- B. The parties acknowledge that giving prior notice of personal leave time is important and should occur whenever possible. It is suggested that three (3) days prior notice is important and should be given except in cases of emergency.

The Board and the Association continue to be concerned about personal leave usage on the workdays before and after school holidays, inclement weather make-up days (Flex Days), professional development days (full days, not half days), the first student day of the school year, and the last student day of the school year.

Section 5 Bereavement Leave

In case of death(s) within the immediate family, the teacher shall be provided with five (5) full working days beyond the death and shall receive full compensation for the leave. "Immediate family" shall be interpreted as spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, and each similar relationship established by the present marriage. If more than one death should occur, five (5) full working days shall be granted for each.

Section 6 Professional Leave

When proper arrangements have been made with the principal and the approval of the Superintendent has been granted, teachers may be excused to attend professional meetings, conventions, and like activities which occur during the school year or summer school. The principals may plan for a visiting day in other schools or school systems for their teachers, not to exceed one (1) day per year.

Unless approved by the Board and Superintendent, the schools will not assume an individual teacher's expenses for the conventions, professional meetings, or visitations. A part or all of a teacher's expenses will be granted by the Board where that teacher has been asked to be part of the program and the teacher does function in that capacity. The teacher must give a written request to the Superintendent at least ten (10) days prior to attendance at a professional meeting. The Board will pay for the substitute teacher for any teacher under this Section.

Section 7 Parental Leave

When a teacher becomes the parent of a newborn child he/she is entitled to use three (3) days of paid Parental Leave within six (6) weeks following the birth of the baby with no loss of other paid leave. Parental Leave does not apply to foster parenting situations. Parental Leave must be used in no less than full day increments.

Section 8 Adoptive Leave

When a teacher becomes the adoptive parent of a child of any age, he/she is entitled to use three (3) days of paid Adoptive Leave with no loss of other leave. Once a teacher who has adopted a child has exhausted his/her Adoptive Leave, and his/her annual allowance of Personal Leave, he/she may use accumulated Sick Leave subject to the following conditions:

- A. Additional Adoptive Leave shall not exceed six (6) weeks.
- B. Additional Adoptive Leave shall not exceed the teacher's accumulated Sick Leave.
- C. Additional Adoptive Leave must be used by no later than six (6) weeks past the date of adoption.
- D. Additional Adoptive Leave shall run consecutively with any FMLA Leave described in the Teacher Handbook.
- E. Adoptive Leave does not apply to foster parenting situations.
- F. Sick Leave Bank days may not be used for Adoptive Leave purposes.
- G. Adoptive Leave must be used in no less than full day increments.

Section 9 Court Leave

- A. A teacher called for grand or petit jury duty or subpoenaed to testify before a Legislative or Congressional body shall be paid full salary during the required period of absence from assigned duties by the Board.
 - B. A teacher summoned to testify before a court for reasons directly related to his/her employment as a teacher in Westfield Washington Schools shall be paid full salary during the required period of absence. Likewise, if the teacher is assigned by the Corporation to testify in an official capacity on behalf of a private party in connection with a judicial proceeding in which the United States, State or local government, or the Corporation is a party, the teacher shall receive full salary.
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- C. A teacher summoned to testify regarding an alleged personal violation of the law, or as a witness in a lawsuit, neither of which is related to the faculty member's professional responsibilities, will not be granted Court Leave. The teacher may use Personal Leave days, if any are available. If no Personal Leave days are available, the teacher may use accrued Sick Leave days to receive pay.
- D. To receive full pay for the duration of Court Leave, the teacher must remit to the Corporation the per diem amount received from the court or agency, exclusive of mileage, parking reimbursement, and/or meals reimbursement.
- E. During Court Leave, the teacher shall not suffer loss of insurance entitlement subject to the underwriter's active work regulation.

Section 10 Association Work Leave

Provided it does not interfere with the delivery of professional services by other employees, the Association shall be entitled to the following consideration:

- A. The Association shall be entitled to use up to six (6) paid Association Work Leave days for Association purposes granted or used by the Association President in half or whole day increments with the Association President giving the Superintendent as much advance verbal and written notice as time and circumstances allow.
- B. Additionally, the Association President shall be entitled to use leave during any non-instructional portions of the contract day.
- C. Additional Association Work Leave days may be granted at the discretion of the Superintendent with the understanding that granting any such days for one occasion does not set precedent that would require the Superintendent to grant additional such leave days on another occasion, even when the purpose for requesting the additional leave days is the same.
- D. Paid Association Work Leave days shall not be used for internal or external candidate promotion, shall not interfere with the normal education program, and shall not be used for the express purpose of member solicitation.

Section 11 Worker's Compensation

- A. In the event of a job injury, a teacher may draw Sick Leave pay, if available, in lieu of or complementary to Worker's Compensation up to the teacher's full pay.
 - B. **Job Injury.** If the teacher's injury was sustained on the school premises as a result of an assault and the injury is determined to be compensable under Worker's Compensation laws, the teacher will:
 - a. Receive full salary for the first seven (7) school days of absence;
 - b. Receive the difference between the daily rate paid through Worker's Compensation and the teacher's daily salary for a period of fifty-three (53) additional school days of absence.
 - c. Not be charged for Sick Leave for the sixty (60) school days described above;
 - d. Obtain validation for the absence from the teacher's physician. In the event the Worker's Compensation is to be used, it shall be the responsibility of the teacher to follow all of the established procedures for applying for Worker's Compensation.
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- e. Receive time for appearance before a judicial body or legal authority as a result of such assault and will not result in loss of wages or in reduction of accumulated Sick Leave days of the teacher.

Section 12 Executor/Executrix Leave

In the event that a teacher is named executor or executrix of an estate, that member shall receive up to two (2) paid leave days within the twelve (12) months following the death to conduct the business of the estate.

Section 13 Temporary Closing of School

If during the term of a teacher's contract, the school or Schools are closed by order of Westfield Washington Schools, or by order of the health authorities, or if, through no fault of the teacher, school cannot be held, such teacher shall receive regular payments during the time that the school or Schools are closed. However, whenever a canceled student instructional day is rescheduled to comply with law, each teacher shall work on that rescheduled day without additional compensation.

ARTICLE VI

UNPAID LEAVES OF ABSENCE

Section 1 Additional Teaching Background Leave

A leave of absence of up to one (1) year may be granted to any teacher who has at least one (1) year of teaching experience with Westfield Washington Schools, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign, or military teaching programs, as a full-time participant in the program; or cultural, travel, or work program related to the teacher's professional responsibilities, provided the teacher states his or her intention to return to the School Corporation. Upon return from such leave, a teacher shall be placed at the same position on the salary table as the teacher would have been had the teacher taught in the schools during the period of leave.

Section 2 Study Leave

A leave of absence for up to one (1) year may be granted to any teacher who has at least one (1) year of teaching experience with Westfield Washington Schools, upon application, for the purpose of engaging in study at an accredited college or university.

Section 3 Military Leave

Military leave shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be placed on the salary table at the level that the teacher would have achieved had he or she remained actively employed in the Schools during the period of absence, not to exceed a maximum of four (4) years. A year shall be defined as at least eight (8) months of military service or a combination of military service and teaching experience occurring between the dates of July 1 and June 30. The teacher shall have up to sixty (60) days after release from active duty to notify the Board of his or her intention to return to the Schools. If National Guard or Reserve encampment or a period of active training duties should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence for periods not to exceed fifteen (15) days in any one (1) calendar year.

Section 4 Adoptive Leave and Paternity Leave

Adoptive leave shall be granted for up to a period of one (1) school year, without pay. Paternity leave shall be granted for up to one (1) calendar year following the birth of the child, without pay. If the necessity for leave is foreseeable based on the expected birth or placement, the teacher shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin, except if the date of birth or placement requires the leave to begin in less than thirty (30) days, the teacher shall provide such notice as is practicable. The period of leave shall commence when the

child is physically turned over to the teacher-parent. The unpaid leaves shall be in addition to paid Parental and Adoptive leaves provided by Article V Sections 7 and 8.

Section 5 Administrative Leave

The Board may, at its discretion grant a leave of absence, without pay or benefits, for a period of up to one (1) year, and/or extend any leave that has been granted to a teacher.

ARTICLE VII

RETIREMENT

Section 1 Indiana State Teachers' Retirement Fund Contributions

In addition to the salary provided in Appendix I-A and extra-curricular pay in Appendix II the School shall pay to the Indiana State Teachers' Retirement Fund (ISTRF) an additional three percent (3%) of each teacher's salary as the teacher's contribution obligation to the ISTRF. Teachers shall not be entitled to the option of choosing to receive the contributed amount directly instead of having the employer's funds paid directly to the ISTRF on the teacher's behalf.

Section 2 Traditional Severance Plan

Retirement pay shall be provided to a retiring teacher based upon the applicable formula specified below and in accordance with the following requirements and provisions:

- A. **Eligibility.** Only teachers employed by Westfield Washington Schools prior to the end of the 2001-2002 school year shall be eligible for benefits provided in this Traditional Severance Plan.
- B. **Benefits.** The following schedule of benefits shall be paid a teacher's VEBA/HRA account when he/she leaves the employment of the Board of School Trustees, provided the teacher has been employed by this Board for no less than fifteen (15) years on or after the teacher has achieved the age of fifty (50) years old and is retiring under the Indiana Teachers Retirement Fund (TRF) or otherwise qualifies for the TRF Rule of 85.
 - a. With 15 to 20 years of Westfield Washington Schools' experience, the teacher will receive 45% of his/her accumulated but unused Sick Leave days paid at the teacher's final average per diem rate of pay based on a 184-day work year.
 - b. With 21 to 30 years of Westfield Washington Schools' experience, the teacher will receive 75% of his/her accumulated but unused Sick Leave days paid at the teacher's final average per diem rate of pay based on a 184-day work year.
 - c. With 31 or more years of Westfield Washington Schools' experience, the teacher will receive 100% of his/her accumulated but unused Sick Leave days paid at the teacher's final average per diem rate of pay based on a 184-day work year.
 - d. Provided the teacher has at least 15 years of Westfield Washington Schools' experience, in no event will a teacher's severance pay be less than that which he/she would have received under the 1999-2002 collective bargaining agreement.
 - e. Insurance Premium Entitlement.
 - i. Provided the teacher is age 55 or older, the Board of School Trustees will continue to pay the same portion of the monthly insurance premium as is paid for all other full-time teachers until the teacher qualifies for government health insurance. For teachers who have retired before June 30, 2019, the Board of School Trustees will contribute an additional \$150 annually toward insurance premiums until the teacher qualifies for government health insurance.

- ii. In the case of a teacher who will turn age 55 after the next school year begins, but before the end of its first trimester, he/she may apply in writing by March 31 of the current school year to be allowed to retire at the end of that current school year and receive the monthly insurance premium entitlement established in number B.e.i. above, plus an extended like entitlement bridging the time between the end of his/her entitlement as an active teacher and his/her 55th birthday.
 - 1. Upon receipt of such application, the Board shall make a decision as to whether or not to grant the request with such decision based on the school corporation's ability and willingness to fund such an extended benefit and its anticipated ability and willingness to secure a replacement teacher, if needed, for the period of time between the beginning of the upcoming school year and the retiring teacher's 55th birthday.
 - 2. The Board shall make its decision and such decision shall be communicated in writing to the teacher by no later than May 31 following receipt of the application.
 - 3. The application shall be irrevocable on the teacher's part and considered revoked and moot should the Board deny the application per B.e.ii.2. above, or should the Board fail to make or communicate its decision in the timeline set above.

f. The separating teacher will receive traditional severance benefits in accordance with Paragraph D. below.

C. **Requirements.** Written notice of intent to separate from employment with Westfield Washington Schools must be given to the Office of the Superintendent not later than one hundred twenty (120) calendar days prior to separation, provided, however, that said notification days may be waived in case of separation due to the teacher's disability or other reason as determined by the Board of School Trustees.

D. **Payment Schedule.**

- a. Payment for separation from employment with Westfield Washington Schools will be made within thirty (30) days after the earlier of either the first of July or the first of January following separation, provided the teacher has initiated application for retirement under TRF or the Superintendent is satisfied that the teacher has qualified for retirement under TRF's Rule of 85.
- b. The above notwithstanding, the total payment under D.a. above, shall not exceed the sum of fifteen thousand dollars (\$15,000).

E. **Beneficiary Payment.** Upon the death of a teacher who otherwise qualifies under this part of Article VI, the separation benefits provided in this Section, shall be paid to the teacher's beneficiary as filed with TRF (annuity designation).

- F. The above notwithstanding, all amounts due a teacher under this part of Article VI shall be discounted by the total amount of monies contributed by the Board of School Trustees to the given teacher's Matching Fund Account as provided for in Section 3 below, plus an assumed six percent (6%) annual rate of return as determined by the Match Fund Plan's vendor at the time of the teacher's separation from employment.
- G. The above notwithstanding, if a teacher elects to not participate in the Matching Fund Plan, in whole or in part, all amounts due a teacher under this part of Article VI shall be discounted by the total amount of monies which would have been contributed by the Board of School Trustees to the given teacher's Matching Fund Account as provided for in Section 3 below, had the teacher fully participated in the Match Fund Plan, plus an assumed six percent (6%) annual rate of return as determined by the Match Fund Plan's vendor at the time of the teacher's separation from employment.
- H. With regard to computing the interest in Section 2 F. and G. above, during the first year, interest will be computed on an average quarterly basis.

Section 3 401(a) Retirement Plan

- A. Effective August 1, 2001, and thereafter, the School Corporation shall maintain an IRS 401(a) Fund Plan (Plan) Tax Deferred Retirement Account for each teacher.
 - B. Commencing with the 2007-2008 school year, the corporation shall place an amount equal to one percent (1%) of the teacher's base pay each year into the teacher's IRS Section 401(a) account; beginning with the 2008-2009 school year, this contribution shall increase to a total of 1.25%; and beginning with the 2009-2010 school year, this contribution shall increase to a total of 1.50%. The School Corporation shall not contribute to teachers' IRS Section 401(a) accounts after the 2014-2015 school year.
 - C. The parties are committed to making this Plan as advantageous as possible to both Westfield Washington Schools and the teachers, and therefore, in subsequent rounds of collective bargaining shall determine whether or not to increase the School Corporation's contribution to teachers' 401(a) Plan accounts.
 - D. Westfield Washington Schools and the Association shall maintain a Retirement Benefits Committee comprised of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the Association President.
 - a. The Superintendent and Association President, or respective designees, shall co-chair this Committee.
 - b. The Committee shall recommend who shall serve as the vendor of the Plan. If the parties cannot reach consensus on selection of the Plan vendor, the vendor shall not change unless the Board does not show good cause as to why such designated vendor cannot and should not be allowed to serve as the Plan's vendor.
 - c. The Retirement Benefits Committee shall also serve as the oversight committee for the VEBA Trust Accounts program.
 - d. Thereafter, the Committee's function shall be to monitor the Plan and make recommendations for changes it deems appropriate to the parties' negotiation teams.
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- e. When the Committee does not have a majority opinion or recommendation, minority reports and recommendations may be submitted to the bargaining teams, which shall take necessary action to reach a mutually agreeable resolution of all outstanding issues.
 - f. The Committee-selected vendor shall be the sole administrator of school contributions to the Plan accounts with each teacher having discretion in placing the contributions for his/her account in any and/or all investment options offered by the vendor.
 - g. It is understood that the members of the joint Committee, the School Corporation and its agents, and the Association and its representatives, are contractually charged only with the responsibility to act in good faith in regard to the selection of the Plan vendor and in monitoring the Plan's operation, and therefore, should be held harmless against any related claims or allegations brought by any member of the bargaining unit or his/her heirs, successors, and assigns to the fullest extent of the law.
- E. The School Corporation shall see that employer contributions for each teacher are submitted to the vendor for placement in the teachers' accounts on a quarterly basis.
- F. **Vesting.**
- a. A teacher shall be fully vested in the Plan upon completion of five (5) years of employment with the School Corporation. Such employment will count whether it comes before or after implementation of this program.
 - b. Once a teacher is vested, all assets of his/her account become the property of the teacher and, in the event of the teacher's death, the teacher's estate.
 - c. Should a teacher separate from employment with Westfield Washington Schools prior to being vested in the Plan, the teacher's Plan account's monies shall be redistributed within the Plan to offset the School Corporation's contribution obligations for the year of, or after, distribution.
- G. For collective bargaining purposes, it is understood between the parties that each increase in the employer's contribution will be treated for cost analysis as if a like amount was added to the salary table.
- H. The Plan shall be a Matching Fund Plan which means that Westfield Washington Schools will only make contributions to a teacher's Plan account if the teacher has provided proof to Westfield Washington Schools that he/she is already contributing one percent (1%) of his/her base salary or greater amount to an IRS 403(b) account.
- I. Westfield Washington Schools will allow teachers to place their respective IRS 403(b) contributions with vendors heretofore doing business with this School Corporation and/or with the vendor of the IRS Section 401(a) Matching Fund Retirement Plan.
- J. A teacher will be credited toward matching the Westfield Washington Schools Plan contribution with any IRS Section 403(b) contributions made in the year of the Westfield Washington Schools Plan contribution whether or not the teacher previously participated in an IRS Section 403(b) investment program.
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Section 4 VEBA 501(c)(9) Trust Account

- A. Effective with the 2007-2008 school year, the Board shall annually contribute, in monthly installments, an amount equal to one point five percent (1.5%) of the given teacher's salary into a VEBA Trust Account (IRS Section 501(c)(9)) for each teacher and effective with the 2009-2010 school year, this contribution shall increase to a total of two percent (2%) per year. Except as provided in Article VII, Section 2.B., the corporation shall not contribute to teachers' VEBA 501(c)(9) Trust accounts after the 2014-2015 school year.
- B. The Retirement Benefits Committee established in Section 3 D. shall also serve as the oversight committee for this VEBA Trust Account program.
- C. A teacher will be fully vested in this program after five (5) years of employment with Westfield Washington Schools with these years coming before and/or after the effective date of this provision. Any teacher employed during the 2003-2004 school year shall be considered fully vested in this program with the first contribution.
- D. If a teacher dies or becomes totally disabled as determined by the Indiana Teachers Retirement Fund, he/she will be considered to have been fully vested just prior to his/her death or on the day he/she is deemed totally disabled.

Section 5 Early Retirement Incentive

- A. Certified staff submitting a letter of retirement effective at the end of the 2018-2019, 2019-2020, or 2020-2021 school year and meeting the criteria listed below will be eligible for a one-time retirement benefit.
 - B. Certified staff members must meet the following qualifications in order to be eligible for the retirement incentives.
 - a. Must have been continuously employed with the district or HBM Co-Op for at least ten (10) years
 - b. Must be eligible for full TRF benefits
 - Age 55 to 59, if age and service credit total at least 85
 - Age 60 to 64 with at least 15 years of service credit
 - Age 65 or older with at least 10 years of service credit
 - c. Certified staff must finish out the school year in order to be eligible for the incentive
 - C. Certified staff may elect one of the three options if retiring at the end of the 2018-2019 school year or the 2019-2020 school year:
 - a. \$20,000 deposited into a VEBA account. VEBA accounts can be used for payment of medical insurance premiums and/or medical bills. VEBA accounts are income tax exempt.
 - b. \$20,000 deposited into a 401a with VALIC
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- c. \$10,000 deposited into a VEBA account and \$10,000 deposited into a 401a with VALIC
 - D. Certified staff may elect one of the three options if retiring at the end of the 2020-2021 school year:
 - a. \$10,000 deposited into a VEBA account. VEBA accounts can be used for payment of medical insurance premiums and/or medical bills. VEBA accounts are income tax exempt
 - b. \$10,000 deposited into a 401a with VALIC
 - c. \$5,000 deposited into a VEBA account and \$5,000 deposited into 401a with VALIC
 - E. Retiree must indicate which option they are electing when submitting their retirement letter. A hard-copy letter with original signature must be submitted to the Director of Human Resources by the following dates: April 12, 2019 for the 2018-2019 school year, December 20, 2019 for the 2019-2020 school year, and December 18, 2020 for the 2020-2021 school year. Once a letter is submitted it is considered binding.
 - F. Sixty-five percent (65%) of savings accumulated through this incentive will be applied to bargaining unit salary increases.
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ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1 General

A. This grievance procedure (Procedure) stipulates the conditions under the Procedure by which grievances alleged by certain certificated school employees as defined in this Contract shall be processed. If any grievances arise, there shall be no stoppage or suspension of work because of the grievance, but such grievances shall be submitted to the following grievance Procedure.

B. Definitions as used in this Procedure.

- a. "Grievance" means, and shall be limited to, an alleged violation of an express Article or Section of this written Contract, except where the Article or Section is exempt from this Procedure.
- b. "Superintendent" means the chief administrative officer of the School Corporation, or any person(s) designated by him or her to act in his or her behalf in dealing with school employees.
- c. "Grievant" means the certificated school employee directly affected by the alleged violation making the claim. The Association may file a grievance on behalf of the grievant.
- d. "Day" means Board assigned duty day of the teacher which occurs during the term of a teacher's individual contract provided, however, that at all other times, "day" shall mean week day.
- e. "Association Representative" means the teacher designated by the Association to act as its representative.
- f. "Principal" means the principal of the school in which the aggrieved teacher is assigned.
- g. "Immediate Supervisor" means a "supervisor" as the term is defined under Public Law 217, to whom the aggrieved teacher is directly responsible.
- h. "Day" means Board assigned duty day which occurs during the term of a teacher's individual contract, however, at all other times, "day" shall mean week day.

Section 2 Structure

- A. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Contract, and the Association has been given an opportunity to be present at the adjustment. The Association may file a grievance on behalf of the grievant.
 - B. The grievant may be represented by any person(s) of his or her own choosing at all levels of the Procedure, limited, however, to a total of two (2) representatives.
 - C. Either the Board or the grievant shall have the power to invoke the arbitration proceedings under this Procedure.
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Section 3 Procedure

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and Board.

A. Informal Grievance.

Within ten (10) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to his or her principal or the principal's designee by meeting with him or her individually in an informal manner during non-teaching hours. The grievant may be accompanied by a representative, provided his or her principal or designee is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss the alleged grievance shall prevent the grievant from filing the alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the principal or principal's designee shall give his or her answer orally to the grievant.

B. Formal Grievance.

a. Level One

- i. Within five (5) days of the oral answer, or within twelve (12) days after presentation of the grievance at the Informal Level if no oral answer has been rendered, if the grievance is not resolved, it must be filed by the grievant with the principal or principal's designee in writing, signed by the grievant, on the appropriate grievance form. The written grievance shall name the certificated school employee involved, shall state the facts giving rise to the grievance, shall identify by specific reference all express articles or sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of the articles or sections, and shall indicate the specific relief requested.
- ii. Within seven (7) days after receiving the written grievance, the principal or principal's designee shall communicate his or her answer in writing to the grievant.

b. Level Two

- i. In the event that the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided the appeal is filed with the Superintendent within ten (10) days of receipt of the written answer at Level One, or within seventeen (17) days after presentation of the grievance at Formal Level One if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted and a copy, at the same time, shall be given to the principal or designee involved.
 - ii. The grievant shall submit the written claim, signed by the grievant, to the Superintendent. Within ten (10) days from the receipt of the grievance, the Superintendent shall render a written decision to the grievant as to the resolution of the grievance. The Superintendent may hold a formal hearing prior to the rendering of the written decision, and an additional five (5) days
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beyond the ten (10) days shall be allowed if the Superintendent informs the grievant, in writing, that further investigation is necessary.

c. Level Three

- i. In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Three provided the appeal is filed with the Board within ten (10) days of receipt of the written answer at Level Two, or, if no written answer has been rendered by the Superintendent, either within twenty (20) days or within twenty-five (25) days after presentation of the grievance at Level Two, whichever is applicable.
- ii. Within thirty (30) days from receipt of the grievance, the Board shall render its decision at a regular or special meeting of the Board. Such decision shall be communicated to the grievant, in writing, within five (5) days.

d. Level Four

- i. In the event the grievance is not resolved at Level Three, or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to arbitration provided the grievant gives written notice to the Board of the intent within ten (10) days of the Board's decision or, if no decision has been rendered by the Board at Level Three, within forty (40) days of submission of the grievance to the Board, whichever is applicable.
- ii. Upon receipt of the notice of appeal to arbitration, the parties shall jointly request the American Arbitration Association to submit to the parties a panel of arbitrators. From this panel of arbitrators, first the grievant and then the Board shall alternately strike one (1) name until one (1) name remains and that person shall be designated as the selected arbitrator.
- iii. If the selected arbitrator is unable to serve, either:
 1. a new list shall be requested, and the process of selection repeated, or
 2. the Board and the grievant may mutually agree to number the names of the suggested panel in reverse order of their being struck and appoint the first available preference as the selected arbitrator.
- iv. If requested by the Board, the arbitrator shall first rule on the arbitrability of the grievance. With the ruling by the arbitrator that the grievance is not arbitrable, the grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.
- v. This level is not available for matters dealing with teacher termination.

Section 4 Powers of the Arbitrator

It shall be the function of the arbitrator, and he or she shall be empowered except as his or her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the express articles or sections of this Contract:

- A. The arbitrator shall have no power to add to, subtract from, supplement, disregard, alter, or modify any of the terms of this Contract;
- B. The arbitrator's powers shall be limited to:
 - a. deciding whether the Board, the Association or the grievant has violated the express Article or Section of this Contract, and
 - b. specifying the remedy for the violation;
- C. The arbitrator shall have no power to make any decision which would require the commission of an act inconsistent with or prohibited by law or which is violative of the terms of this Contract;
- D. If the Board elects to separate the arbitrability issue from the merits, the arbitrator shall first hear the arbitrability issue and shall render a decision before considering the merits of the grievance;
- E. The decision of the arbitrator shall be accepted unless either party elects to appeal to a court of competent jurisdiction within twenty (20) days after receipt of the arbitrator's decision; and
- F. Each of the parties shall bear the expense of preparing and presenting its own case in arbitration and/or court. The costs and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear the expenses of its respective witnesses and/or attorneys and other costs for arbitration and/or court.

Section 5 Miscellaneous

- A. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
 - B. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
 - C. All necessary forms for the Grievance Procedure provided by this Procedure shall be provided by the Superintendent.
 - D. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless the time limits are extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or the grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.
 - E. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held during non-teaching hours unless otherwise directed by the Board.
 - F. No certificated school employee shall use this Procedure to appeal any decision by the Board or Administration if the decision is applicable to a State or Federal Regulatory Commission or Agency.
 - G. Certificated school employees shall follow all written and oral directives, even if the directives are allegedly in conflict with this Contract. Compliance with the directives will
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not in any way prejudice the certificated school employee's right to file a grievance within the time limits, nor shall compliance affect the ultimate resolution of the grievance.

- H. The fact that the grievance has been considered by the parties in the preceding levels of this Procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Procedure.
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ARTICLE IX

TERM OF AGREEMENT

Section 1 Term

Unless otherwise stated herein, this contract shall be effective as of July 1, 2019, and shall continue in effect through June 30, 2021. This contract shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Section 2 Attest

A. This contract is made and entered into at Westfield, Indiana, on this ___ day of _____, 2019 by and between the Board of School Trustees of Westfield Washington Schools, County of Hamilton, State of Indiana, and the Westfield Classroom Teachers Association.

B. The parties whose signatures appear below attest to this Contract:

BOARD OF SCHOOL TRUSTEES
WESTFIELD WASHINGTON
SCHOOLS

WESTFIELD CLASSROOM
TEACHERS ASSOCIATION

(Its President)

(Its President)

(Its Superintendent)

(Its Negotiations Team Member)

**Appendix I-A
2019-20 Salary Table**

Rows	BS	MS
A	41,000	43,100
B	42,400	44,500
C	43,800	45,900
D	45,200	47,300
E	46,600	48,700
F	48,000	50,100
G	49,400	51,500
H	50,800	52,900
I	52,200	54,300
J	53,600	55,700
K	55,000	57,100
L	56,400	58,500
M	57,800	59,900
N	59,200	61,300
O	60,600	62,700
P	62,000	64,100
Q	63,400	65,500
R	64,800	66,900
S	66,200	68,300
T	67,600	69,700
U	69,000	71,100
V	70,400	72,500
W	71,800	73,900
X	73,200	75,300
Y	74,600	76,700
Z	76,000	78,100
AA	77,400	79,500
AB	78,800	80,900
AC	80,200	82,300
AD	81,600	83,700
AE	83,000	85,100
AF	84,400	86,500
AG	85,800	87,900
AH	87,200	89,300

**Appendix I-A (continued)
2020-21 Salary Table**

Rows	BS	MS
A	41,350	43,450
B	42,750	44,850
C	44,150	46,250
D	45,550	47,650
E	46,950	49,050
F	48,350	50,450
G	49,750	51,850
H	51,150	53,250
I	52,550	54,650
J	53,950	56,050
K	55,350	57,450
L	56,750	58,850
M	58,150	60,250
N	59,550	61,650
O	60,950	63,050
P	62,350	64,450
Q	63,750	65,850
R	65,150	67,250
S	66,550	68,650
T	67,950	70,050
U	69,350	71,450
V	70,750	72,850
W	72,150	74,250
X	73,550	75,650
Y	74,950	77,050
Z	76,350	78,450
AA	77,750	79,850
AB	79,150	81,250
AC	80,550	82,650
AD	81,950	84,050
AE	83,350	85,450
AF	84,750	86,850
AG	86,150	88,250
AH	87,550	89,650

**Appendix I-B
Newly Employed Teacher Conversion Chart**

Prior Years of Teaching Experience Other Than WWS	Level of Placement on Appendix I-A	Prior Years of Teaching Experience Other Than WWS	Level of Placement on Appendix I-A
BS		MS	
0	A	0	A
1-2	B	1-2	B
3-4	C	3	C
5-9	D	4	D
10-14	E	5-7	E
15-19	F	8-10	F
20-24	G	11-13	G
25-29	H	14-16	H
30+	I	17-19	I
		20-22	J
		23-25	K
		26-28	L
		30+	M

Extra-curricular Pay Schedule Appendix II – Athletic Positions

The number of extracurricular positions indicated below is for informational purposes only and is not subject to bargaining.

Baseball			Misc.		
	Qty.	Amt.		Qty.	Amt.
HS Head	1	17.0%	HS Strength Coach	1	12.8%
HS Asst.	4	11.0%	HS Event Supervisor (Fall)	2	1.4%
Gr. 8 Head	1	8.8%	HS Event Supervisor (Winter)	1	2.8%
Gr. 8 Asst.	1	6.5%	HS Event Supervisor (Spring)	2	1.4%
Gr. 7 Head	1	8.8%	MS Event Supervisor (Fall)	1	1.4%
Gr. 7 Asst.	1	6.5%	MS Event Supervisor (Winter)	2	2.8%
			MS Event Supervisor (Spring)	1	1.4%
Basketball			Soccer		
	Qty.	Amt.		Qty.	Amt.
HS Head	2	22.5%	HS Head	2	12.8%
HS Asst.	8	11.0%	HS Asst.	6	8.3%
Gr. 8 Head	2	10.0%			
Gr. 8 Asst.	2	7.7%	Softball		
Gr. 7 Head	2	10.0%		Qty.	Amt.
Gr. 7 Asst.	2	7.7%	HS Head	1	17.0%
Cross Country			HS Asst.	4	11.0%
	Qty.	Amt.	Gr. 8 Head	1	8.8%
HS Head	3	14.8%	Gr. 8 Asst.	1	6.5%
HS Asst.	2	8.3%	Gr. 7 Head	1	8.8%
MS Head	2	8.3%	Gr. 7 Asst.	1	6.5%
MS Asst.	2	6.1%			
Football			Swimming		
	Qty.	Amt.		Qty.	Amt.
HS Head	1	22.5%	HS Head	2	18.5%
HS Asst.	15	11.0%	HS Asst.	4	9.0%
Gr. 8 Head	1	10.0%	MS Head	1	8.3%
Gr. 8 Asst.	4	7.9%	MS Asst.	2	6.1%
Gr. 7 Head	1	10.0%			
Gr. 7 Asst.	4	7.9%	Tennis		
Interscholastic Club Sport				Qty.	Amt.
	Qty.	Amt.	HS Head	2	12.8%
HS Head	1	8.3%	HS Asst.	4	8.3%
MS Head	1	2.4%	MS Head	2	8.3%
			MS Asst.	2	6.1%
Golf			Track		
	Qty.	Amt.		Qty.	Amt.
HS Head	2	12.8%	HS Head	2	18.5%
HS Asst.	2	8.3%	HS Asst.	6	9.0%
MS Head	2	8.3%	MS Head	2	8.3%
MS Asst.	2	6.1	MS Asst.	4	6.1%
Unified Track				Qty.	Amt.
	Qty.	Amt.	HS Head	1	10.0%
HS Head	1	10.0%	HS Asst.	2	8.3%
HS Asst.	2	8.3%			

Unified Flag Football Qty. Amt.

HS Head		10.0%
HS Asst.		8.3%

Volleyball Qty. Amt.

HS Head	1	17.0%
HS Asst.	3	10.4%
Gr. 8 Head	1	8.3%
Gr. 8 Asst.	1	6.1%
Gr. 7 Head	1	8.3%
Gr. 7 Asst.	1	6.1%

Wrestling Qty. Amt.

HS Head	1	17.0%
HS Asst.	3	10.4%
MS Head	1	8.3%
MS Asst.	2	6.1%

Cheer Qty. Amt.

HS Head – Fall	1	12.0%
HS Asst. – Fall	2	10.0%
HS Head – Winter	1	10.0%
HS Asst. – Winter	2	8.3%
MS Head	1	11.8%
MS Asst.	1	11.4%

AMT = percentage of BS Level A, Appendix I-A

**Extra-curricular Pay Schedule
Appendix II – Academic Positions**

The number of extracurricular positions indicated below is for informational purposes only and is not subject to bargaining.

Music - Instrumental	Qty.	Amt.
HS Band Director	1	24.8%
HS Jazz Band Director	1	8.8%
HS Pep Band Director	1	6.8%
HS Asst. Band Director	3	7.9%
HS Percussion Instructor (Fall)	1	7.9%
HS Percussion Instructor (Winter)	1	7.9%
MS Band Director	1	7.9%
MS Asst. Band Director	1	6.0%
IS/MS Instrumental Group instructor	5	4.6%
IS Band Director	2	6.0%
IS Instrument Instructor	5	2.0%

Music – Performances	Qty.	Amt.
ES Performance Ensemble	6	4.6%

Music – Vocal	Qty.	Amt.
HS Vocal Ensemble Director	1	8.8%
HS Vocal Ensemble Asst. Director	1	6.8%
HS Choir Accompanist (1 per trimester)	3	2.0%
MS Vocal Ensemble Director	1	7.9%
MS Choir Accompanist (1 per trimester)	3	1.4%
IS Vocal Ensemble Director	2	6.0%

Academic Coaches	Qty.	Amt.
HS Academic Coaches	7	8.8%
HS Speech / Debate Coach	1	8.8%
HS Academic Competition Coach	6	2.5%
HS National Honor Society Sponsor	1	2.8%
HS Testing Center Coordinator	4	2.0%
HS Learning Center Coordinator	1	7.9%
MS Learning Center Coordinator	1	7.9%
MS Academic Coach	6	7.9%
MS National Jr. Honor Society Sponsor	2	7.9%
IS Academic Coach	6	7.9%
ES Academic Coach	18	7.9%

Dramatic Productions	Qty.	Amt.
HS Dramatics Director	1	8.8%
HS Dramatics Assistant Director	1	6.8%
HS Musical Play Vocal Director (1 per production)	2	4.6%
HS Musical Play Orch. Director (1 per production)	2	4.6%
HS Musical Play Drama Director (1 per production)	2	4.6%
HS Musical Play Choreographer (1 per production)	2	2.8%
MS Play Drama Director (1 per production)	2	4.6%
MS Play Choreographer (1 per production)	2	2.8%
IS Musical Performance Developer	1	2.0%

Department Chair / Team Leader	Qty.	Amt.
HS Department Chair (1 per department)	11	8.8%
MS Lead Teacher	8	2.3%
IS Curriculum Coordinator	9	2.3%
IS Triad Leader	16	1.1%
ES Team Leader (7 per school)	42	2.3%

Curriculum Coordinator	Qty.	Amt.
MS Curriculum Coordinator	12	2.3%
ES Curriculum Coordinator (4 per school)	24	2.3%

Literary	Qty.	Amt.
HS Yearbook Sponsor	1	7.9%
HS Publications Sponsor	2	4.6%
HS Media Sponsor	3	4.6%
MS Yearbook Sponsor	1	4.6%
MS Newspaper Publications Sponsor	2	4.6%
IS Yearbook Sponsor	1	2.7%
IS Broadcasting	1	4.6%
ES Yearbook Sponsor (1 per school)	6	1.4%
Video Scoreboard Supervisor	2	3.4%

Guard / Dance	Qty.	Amt.
HS Guard Instructor (Fall)	1	7.9%
HS Guard Instructor (Winter)	1	7.9%
HS Dance Team Instructor/Director	1	7.9%

Professional Development	Qty.	Amt.
HS Bldg. Professional Development Coordinator	4	3.4%
MS Bldg. Professional Development Coordinator	1	3.4%
HS Instructional Coach		12.8%
MS Instructional Coach		12.8%
IS Instructional Coach	1	12.8%
ES Instructional Coach	6	12.8%

Class Sponsors	Qty.	Amt.
HS Senior Class Sponsor	2	4.6%
HS Junior Class Sponsor	2	4.6%
HS Sophomore Class Sponsor	2	4.6%
HS Freshman Class Sponsor	2	2.5%

Student Council	Qty.	Amt.
HS Student Council Sponsor	2	4.6%
MS Student Council Sponsor	2	2.7%
IS Student Council Sponsor	2	2.7%
ES Student Council Sponsor (1 per school)	6	1.4%

Clubs	Qty.	Amt.
Level 1 (Meets at least 10 times per year)	*	1.4%
Level 2 (Meets at least 20 times per year)	*	2.1%
Level 3 (Meets at least 30 times per year)	*	2.8%
*Within the following funding levels: HS – \$25,000 MS - \$20,000 IS - \$20,000 ES - \$5,733 (per school)		

AMT = percentage of BS Level A, Appendix I-A