

MASTER CONTRACT

Between the

WESTVILLE TEACHERS ASSOCIATION

and the

METROPOLITAN SCHOOL DISTRICT OF NEW DURHAM TOWNSHIP

2017-2018

This agreement is effective from September 15, 2017 through July 31, 2018

A handwritten signature in black ink, appearing to be "CG" followed by a stylized name, possibly "Garcia".

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**ARTICLE 1**  
**Recognition**

**1.1**

Pursuant to and in accordance with the applicable provisions for recognition provided under Indiana Law, the Employer recognizes the Westville Teachers Association, M.S.D. of New Durham Township, as the exclusive representative for all certificated employees excluding the Superintendent, Elementary and Secondary Principals, and Assistant Principal/Athletic Director.

**ARTICLE 2**  
**Definitions**

Where used in this agreement:

**2.1**

"Teacher" shall mean any certificated individual hired by M.S.D. of New Durham Township in a position requiring a teaching license from the State Board of Education signing a regular or temporary contract.

**2.2**

"Principal" shall mean the person properly licensed and appointed by the School Board, to administer the educational program of a school and to supervise the certificated employees within a school, including the processing of grievances and the direction and evaluation of such employees.

**2.3**

"Employer" hereinafter shall refer to the School Board and Superintendent.

"Superintendent" shall mean the chief administrative officer of the school corporation, or any person or persons designated by the officer or by the governing body to act in the officer's behalf in dealing with school employees.

"School Board" shall mean the M.S.D. of New Durham Township interim and/or elected School Board.

**2.4**

"Association" shall mean the teachers' exclusive representative.

**ARTICLE 3**  
**Salary Payment**

**3.1**

Salaries for teachers covered by this Agreement for school year 2017-2018 are as set forth in the attached salary agreement. See Appendix A.



## ARTICLE 4

### Health Insurance

#### 4.1

All full-time teachers of the M.S.D. of New Durham Township are eligible to participate in a group health plan, (Anthem) or comparable coverage with the consent of the Association. Teachers participating under the plan, but working less than a full-time teacher will receive employer reimbursement on a pro-rated basis based on the percentage of time employed.

#### 4.2

The 2017-2018 premiums for health care benefits shall be shared as follows:

Monetary payment for the coverage year beginning October 1, 2017 and concluding September 30, 2018:

- Traditional Single Plan (Staff Pays \$2350, Employer Pays Remainder)
- Traditional Family Plan (Staff Pays \$6378, Employer Pays Remainder)
- \$3000 High Deductible Single Plan (Employer Pays \$5931, Staff Pays Remainder)
- \$6000 High Deductible Family Plan (Employer Pays \$15,774, Staff Pays Remainder)
  - Staff may change plans based on qualifying events, or during open enrollment periods
  - The school district will utilize the plan options as provided by Porter County Schools Employee's Insurance Trust

#### 4.3

Teacher's portions of insurance premiums will be paid by payroll deductions. There are 24 deductions during the plan period. Each teacher must provide the school corporation a fully executed written deduction authorization that conforms to the laws of the State of Indiana.

#### 4.4

Corporation agrees to implement a Section 125 plan so that teacher's premiums can be paid with pre-tax dollars, as allowed by federal tax law. No fee will be charged to the Board for this benefit.

#### 4.5

Teachers choosing not to accept insurance shall receive a yearly stipend of \$1500 each year they are without insurance. Payment will be made once each semester in the amount of \$750 each. In the event the teacher does not work a full time schedule, this amount shall be pro-rated accordingly.

## **ARTICLE 5**

### **Other Insurance**

#### **5.1**

All full-time teachers of the M.S.D. of New Durham Township are eligible for membership in a group term life insurance plan with AD&D worth \$50,000, for which plan the School Corporation will pay the full amount of policy (premium) excluding the dollar to be paid by the employee.

#### **5.2 Long-term Disability**

The Board will maintain the same long-term disability policy that was in effect for the 2010-2011 school year (Madison-National) unless a change is mutually agreed upon.

## **ARTICLE 6**

### **Payroll Deductions**

#### **6.1**

Payroll deductions may be made by the Superintendent at the employee's discretion.

## **ARTICLE 7**

### **Leaves**

#### **7.1 Personal Leave**

All full time teachers will receive ten personal leave days per year. Non-full time teachers will receive sick days on a pro-rated basis based upon the ratio of 1 day per 10% of regular teaching day. Unused sick days may accumulate from year-to-year up to maximum accumulation of ninety (90) days. Provided, however, that any teacher who had accumulated more than 90 sick days as of June 30, 2005 and who, while still employed as a full time teacher by Board, exhausts all ninety (90) of his/her sick days due to illness or injury will be granted additional sick days by Board not to exceed in number the difference between such teacher's accumulated sick days as of June 30, 2005 and ninety (90).

Teachers shall submit request to the building principal 48 hours in advance on appropriate form (provided by the school office). Emergency conditions may supersede the advanced notice; in this event, the teacher should fill in the request form upon his return to school.

If a teacher has taught in another school system and has accumulated sick leave, this school system will accept three (3) days from the previous system upon completion of the first year of teaching until transferred days are exhausted.

Teachers who are employed to teach summer school will not accrue any sick leave or personal leave, but may use up to two (2) days if a balance is available from the preceding school year. A teaching day in summer school shall be equal to a regular school year teaching day.



Personal leave of three or more days requested immediately preceding or after Thanksgiving, Winter Recess, or during the ISTEP testing window must be approved by the school Principal.

#### 7.2 Family Illness:

All full-time certified staff may be allowed up to two (2) days per year with pay (not accumulated and not deducted from sick leave) in case of serious illness, major surgery, or serious accident involving a member of the immediate family. Non-full time teachers will receive one (1) day pro-rated basis based upon the percentage of time and/or days employed. The term immediate family shall mean spouse, parents, children, grandparents, grandchildren, mother-in-law, father-in-law, or a person who is living in the teacher's home as a member of the family.

#### 7.3 Professional Leave:

A teacher shall receive two (2) days of professional leave each year, not accumulative. Teachers shall submit request to the building principal at least 48 hours in advance on appropriate forms (provided by the school office).

Additional days may be requested to attend extended workshops and travel to distant locations for workshops. Specific information (dates, purpose, location, etc.) must be provided the Administration ten (10) days in advance. Approval or denial of this request will be made by the building Administration and the Superintendent.

#### 7.4 Jury Duty and Court Appearance:

Teachers who are required to serve jury duty shall, during the period of such service, receive full salary with jury check, less mileage, be tendered to the Superintendent within 30 days of such issuance.

Teachers who are called for jury duty or who are subpoenaed for witnesses in a trial in which they are not a part or in which the School Corporation or any member of the Board is not a party, will be paid their regular salary less the amount they are paid for the service they are called to render.

#### 7.5 Extended Illness Leave:

A leave of absence without pay or increment may be granted for the purpose of caring for a sick member of the teacher's immediate family upon approval of Superintendent and building principal. The term immediate family shall mean spouse, parents, children, or a person who is living in the teacher's home as a member of the family.

#### 7.6 Bereavement Leave:

1. Bereavement leave for each death shall be granted for a period not to exceed five (5) teacher days for father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law,



grandchild, stepfather, stepmother, stepchild, or any other person who prior to death was living as a member of the household of the teacher.

2. In cases where multiple deaths occur in one incident, only one leave will be permitted.

3. In computing this leave provision, either the day of the death, or the day on which the teacher receives notification of the death, or the day immediately following either of these events shall be counted as the first day of the leave, at the teacher's option. Under special circumstances, the teacher may choose to delay all or part of the bereavement leave at the teacher's discretion.

4. Bereavement leave for each death of aunts, uncles, nieces, or nephews shall be granted for a period not to exceed one (1) teacher day.

5. A teacher shall be allowed to use one (1) day of bereavement leave to attend the funeral of a close personal friend to perform an active role in a funeral service (e.g. pallbearer, organist, vocalist, eulogist, etc.). If evidence exists that this provision is abused, the school board reserves the right to declare the day as unpaid leave.

#### 7.7 Military Leave:

Military leave shall be granted to any employee who is inducted, who enlists in any branch of the Armed Forces of the United States, who is called to active duty or who is called to service. Upon return from such leave, an employee shall be placed on the salary schedule at the level the employee would have achieved had the employee remained actively employed in the school corporation during the period of the employee's absence. Also, the employee shall receive all rights and benefits that generally accrue to the any employee.

#### 7.8 Maternity Leave:

A teacher who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:

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 she notifies the Superintendent at least thirty (30) days before the date on which she wishes to start her leave. 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, 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.

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.

#### 7.9 Parental Leave

1. A teacher, upon request shall be entitled to one (1) year of parental leave without pay for the primary purpose of child care following the birth or adoption of a child.
  - a. This leave may be taken without jeopardy to employment status, retirement, and salary benefits, and teacher status and seniority rights.
  - b. A written request for parental leave must be submitted in advance of the effective date of said request for leave. The request shall include the expected length of leave, and except in a situation beyond the control of the teacher, shall be submitted at least thirty (30) days in advance.
  - c. IN the event both parents of a child are employed by the corporation, only one of the two may be granted maternity or parental leave for the same period of time. This leave shall be used for the primary purpose of care of a child of which the teacher has legal custody, or in cases of adoption where there is temporary custody with intent to secure legal custody.

#### 7.10 Adoption Leave

1. A teacher who has submitted an application for the purpose of adopting a child will be granted, upon written request, adoption leave, without pay, for a period not to exceed one (1) years from the time the adoptive child becomes available. The teacher may use accumulated sick leave days up to thirty (30) school days, which must be taken within a period of five (5) school days before receiving the child to thirty (30) school days after receiving the child. In a situation where both parents are teachers in the School Corporation, they may use only thirty (30) days collectively for adoption leave.

#### 7.11 Long-Term Child Care Leave

An employee, who has legal custody of a child residing in the employee's household, shall be granted an unpaid leave period up to a period of one (1) school year. Whenever possible, the employee shall give the Board at least thirty (30) days notice of his/her intent to take this leave. This leave may be taken without jeopardy to employment status, retirement and salary benefits, and teacher status and seniority rights.

#### 7.12 Sick Leave Bank:

The Sick Leave Bank shall be a source for additional sick leave days when a bargaining unit member's sick and personal business leave is exhausted and they are unable to perform their normal duties.

- A. Participation is voluntary.
  - a. Teachers may join the bank by a voluntary donation of one (1) sick leave day during window period.
  - b. The period for joining the bank occurs during the first 30 days of school.



- c. Donations to the sick leave bank may be made during the first 30 days of the school year and 5 days after the conclusion of the school year.

## **ARTICLE 8**

### **403B**

#### **8.1**

Each full-time, certificated teacher of the MSD of New Durham Township shall have the option of investing in a 403(8) plan administered by American Fidelity up to the maximum allowable under federal law. The Employer shall contribute 0.5% of each employee's regularly scheduled salary (including extra-curricular or other pay) annually into a separate 403(B) annuity retirement account for each employee.

- A. The Employer shall deposit employer contributions for each employee into an individual account for the employee into the tax deferred annuity program. Such deposits shall be made on a monthly basis.
- B. The American Fidelity agents shall be the sole administrator of employer contributions to the tax deferred annuity program.
- C. School employees will have the option of continuing to invest their dollars in tax-deferred annuities, which money is already being deducted from the employee's salary, if any, or another tax deferred annuity offered by American Fidelity.
- D. Once contributions are made by the Employer on behalf of the employee, all assets of the account become the property of the employee, except that the employee may not withdraw the annuity prior to retirement age or termination of employment, and, in the event of death, his or her designated beneficiaries or lacking same estate.

## **ARTICLE 9**

### **Severance Pay**

#### **9.1**

In November 2005, the parties bargained a retirement/severance buy-out that applied to all bargaining unit employees then employed. This buy-out extinguished former Articles 19, 20 and 21 of prior agreements. The parties acknowledge and agree that the Board has satisfied all of its obligations to pay as required by the buy-out agreement. Copies of the language of the negotiated buy-out provisions are available in the Superintendent's office.

## **ARTICLE 10**

### **Grievance Procedure**

#### **10.1**

##### **Definitions:**

"Grievance" is defined as any difference that arises between the Employer, and the Association, or one or more members of the bargaining unit, involving an alleged violation, misinterpretation or misapplication of this Agreement. (Established Policy Handbook).

#### **10.2**

**Informal Level:** An informal meeting between the building principal and the involved teacher will be held prior to the filing of a formal grievance in an attempt to resolve the problem to their mutual satisfaction. This discussion shall occur within 20 work days of the occurrence if the complaint is to be carried to the formal level.

#### **10.3**

##### **Formal Level One:**

If the problem is not solved at the informal level within the foregoing time limits, a formal written grievance (on forms supplied by the Association and signed by the grievant) may be filed with the principal within fifteen (15) work days of the informal meeting. The written grievance shall set out the section or solutions of this agreement allegedly violated, misapplied, or misinterpreted by the Employer, facts constituting the grievance and the remedy sought.

Within fifteen (15) work days after receipt of the written grievance, the principal will render a decision. The principal shall meet with the grievant and present his/her decision in writing to the grievant. The written decision shall state the Principal's reasons for supporting or denying the grievance. The Principal and the grievant shall each have the right to have a representative present at this meeting.

#### **10.4**

##### **Formal Level Two:**

If the problem is not solved at Formal Level One, the grievance may be filed by the grievant with the Superintendent in writing within fifteen (15) workdays of the principal/grievant meeting.

After considering the written grievance and the principal's written decision, the Superintendent will meet with the grievant within fifteen (15) workdays in an attempt to resolve the grievance.

Within fifteen (15) workdays from meeting with the grievant, the Superintendent will render a decision in writing.



## **10.5**

### **Formal Level Three:**

If the grievance is not resolved in the previous steps, either party may make a request in writing for arbitration of the grievance by asking the Federal Mediation and Conciliation Service to submit the names of ten (10) qualified arbitrators to the parties. A "qualified" arbitrator shall be deemed to be one who is a member of the National Academy of Arbitrators. The parties shall select an arbitrator to hear the complaint by alternately striking one name from the list of arbitrators until only one arbitrator remains, who shall be deemed appointed to hear the matter. The grievant shall make the first strike from the panel. Such request for arbitration shall be made within ten (10) work days after the Superintendent renders his/her written decision as set forth in Article 7.4, Step C.

## **10.6**

The arbitrator shall have no authority to amend, revise, or delete any provision of this agreement and shall consider only the issue submitted to him for determination. The arbitrator's decision is final and binding on all parties.

## **10.7**

The fee of the arbitrator shall be borne equally by both the Employer and the Association.

## **10.8**

A copy of all grievance decisions shall be recorded in the Superintendent's office and the Association office.

## **10.9**

The grievant and the administrator may have a representative of his/her choice present at any level.

## **10.10**

In the event that the arbitration is scheduled during the time that school is in session, the Association president or his designee, and Association witnesses will be released to attend such hearing without loss of compensation. However, the Association will reimburse the School Corporation for resulting sub-teacher pay. The Association agrees to keep interference to the normal educational process at a minimum.

## **10.11**

Article 10.5 through 10.7 and Article 10.10 do not apply to teacher discipline or dismissal proceedings.



**ARTICLE 11**  
**Educational Incentive**

**11.1**

It is recognized that it is the teacher's responsibility to remain qualified in accordance with the laws of the State of Indiana and rules of the General Commission of Education of the State of Indiana.

**11.2**

A teacher will pursue additional education necessary to acquire a professional license. This pursuit should be a joint effort on the part of the teacher and the School Corporation.

**ARTICLE 12**  
**Term of Agreement**

**12.1**

September 15, 2017 to July 31, 2018




MASTER CONTRACT  
September 15, 2017 to July 31, 2018

SIGNATURE PAGE  
The CBA was ratified by all parties on

MSD OF NEW DURHAM TOWNSHIP  
ASSOCIATION

WESTVILLE TEACHERS

  
Board President

  
Association President

  
Board Secretary


  
Bargaining Team Member

  
Board Member

  
Bargaining Team Member

  
Board Member

Board Member

  
Superintendent

Dated: 11-14-17

## Appendix A

### WESTVILLE SALARY COMPENSATION MODEL

#### Distribution

In-line with state mandates, only staff members with successful evaluations for the prior school year, those receiving a score of 3 or 4 on their evaluations (otherwise known as effective or highly effective ratings) are eligible to receive raises. Any amount that would otherwise have been allocated for the salary increase of teachers rated “Ineffective” or “Improvement Necessary” shall be allocated for compensation to teachers rated “Effective” or “Highly Effective”.

In the case where the state releases information necessary to complete evaluations after the beginning of the following school year, the Board of Education shall have the option to decide how the amount in arrears shall be paid, either as a lump sum or by dividing the amount among remaining checks in the fiscal year.

Also, to receive a raise, a teacher must gain a year of experience. A year of experience is defined as a teacher being employed for at least 120 days in the prior year.

#### New Practitioners Exception

Acknowledging that during the early years of employment, it is essential to the profession for staff members to find not only professional success, but also financial success, new practitioners shall be exempt from the correlation between evaluation and raises for the first two years of employment, as per Indiana Code.. This applies only to those that are new to the profession, and not those who join our staff from other similar educational experiences.

#### Evaluation and Experience

Teachers receiving a rating of Highly Effective or Effective for the previous school year on the school corporation instrument (Rise) and who have worked for a minimum of 120 days of employment in the previous school year shall receive the following increases in base compensation:

For 2017/2018 – A maximum total of 2% will be added to the 2016/2017 base salary of eligible teachers by applying the compensation model factors above.

#### New Hires

While it is understood that the WTA does not represent new hires, as they are not members of the TA, the opportunities being afforded new employees can affect what is available to all. In light of this fact, the school district reserves the flexibility to hire new, full time teaching staff with a starting salary between \$36,086 and \$48,000 for teachers in years 0-10, and \$36,086-\$53,000 for teachers with greater than 10 years of experience.

The corporation shall maintain a scatter gram correlating years of experience prior to the 2014-2015 school year and successful evaluations from that point on with educational benchmarks noted earlier.

Salary Range

For the 2017-2018 school year, salaries range between \$22,250 to \$74,029, not including TRF contributions and prior to any increases negotiated in this settlement.

Appendix B  
Teacher Stipend

Teachers who perform corporation approved work (such as curriculum and in-service training) on non-school days shall be paid on the following basis.

Full Day	\$50.00
Up to One Half Day	\$25.00

Award for Non-Use of Days

For the 2017-2018 school year, staff members that use seven (7) or less leave and family illness days will be offered one of two options:

- a. To sale each remaining day, up to 12 maximum days, to the district at a rate of \$65 per day.
- b. A single \$200 stipend



Supplemental Payments  
For Information Only

Master's Degree Incentive

For school years beginning after June 30, 2015, teachers that acquire a master's degree within their field, and have not been previously compensated by the corporation, will qualify for a \$2,000 stipend. For school years beginning after June 30, 2015, teachers that acquire a Master's Degree in Education or a Master's Degree not in field, and have not been previously compensated by the corporation, will qualify for a \$1000 stipend.

Official college transcripts verifying degree status will need to be submitted to the MSD of New Durham Township Superintendent's office on or before August 1 of the upcoming year in order to be awarded that school year. In absence of specific state guidance, the MSD of New Durham Township Board of Education and Superintendent will determine if the degree is within the content area.

Ind. Code 20-28-9-15(a)-Master's degree in field area directly related to subject matter of dual credit course or another course taught by the teacher; or-Elementary school teachers; Master's in math or reading and literacy.

Education Reimbursement

In order for a teacher to be eligible for School Corporation reimbursement, the following criteria must be met.

The form "request for enrollment in the career incentive program" must be submitted and approved by the Superintendent prior to enrollment in the course; courses that are an integral part of a college approved Master's Program will receive automatic approval.

All courses must be:

- Taken in the certification area or listed on the teaching certificate or have direct application to the field of education.
- Taken during the time that the teacher is an employee of the M.S.D. of N.D.T.
- Substantiated with an official transcript or official grade report from the institution in which the work was taken.

Payment will be made as follows: A reimbursement of One Hundred dollars (\$100.00) per semester hour will be made upon the approved evaluation of the courses taken for a maximum of 6 credit hours per calendar year.

After submission of official transcript, the employer will have a maximum of twenty (20) schooldays in which to respond with payment or a reason why reimbursement was not made.

No payment amount can exceed the cost of the class.

Summer School

For Summer 2018, the compensation for staff will be \$175 per day.

Extra-Curricular Activity Positions

Year long Extra-Curricular positions will be once per semester at 50% per payment.

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MS Cross Country Coach	\$960	5th and 6th Grade Girls Basketball	\$500
Varsity Track Coach	\$2,050	Asst. 5th and 6th Grade Girls Basketball	Vol
Asst. Varsity Track Coach	\$970		
Middle School Track Coach	\$960	MS/HS Athletics (Girls)	
Middle School Asst. Track Coach	\$480	Varsity Basketball Coach	\$6,450
Varsity Baseball Coach	\$3,030	Asst./JV Basketball Coach	\$3,100
Asst Varsity Baseball Coach	\$1,360	Varsity Cross Country Coach	\$2,050
7th/8th Grade Basketball Coach	\$1,950	MS Cross Country Coach	\$960
Golf Coach	\$2,334	Varsity Track Coach	\$2,050
Soccer Coach	\$2,560	Asst. Varsity Track Coach	\$970
Asst. Soccer Coach	Vol	Middle School Track Coach	\$960
MS Baseball Coach	\$960	Middle School Asst. Track Coach	\$480
Asst MS Baseball Coach	\$400	Varsity Softball Coach	\$3,030
Varsity Volleyball	\$2,500	Asst. Varsity Softball Coach	\$1,360
Asst Varsity Volleyball Coach	\$1,250	7th/8th Grade Basketball Coach	\$1,950
MS Volleyball	\$400	Soccer Coach	\$2,560
Asst MS Volleyball	\$250	Asst. Soccer Coach	Vol
		PomPon Corps	\$1,350
		Middle School PomPon Corps	\$850
		Cheerleaders (HS)	\$1,350
		Cheerleaders (MS)	\$850
		Varsity Volleyball	\$2,850
		Asst. Varsity Volleyball	\$1,560
		MS Volleyball	\$830
		Asst. MS Volleyball	\$400
		MS Softball Coach	\$960
		Asst MS Softball Coach	\$400

Teachers who perform corporation approved work (such as curriculum and in-service training) on non-schol days shall be paid on the following basis.

Full Day \$50

Up to One Half Day \$25, up to One Half Day \$25

Teachers must complete the stipend pay request form and receive principal and superintendent approval prior to participation in the activity.

Full year ECA activities will receive half the pay at the end of the first semester and half the pay at the end of the second semester of the school year.

SN