

# MASTER CONTRACT

between the

**INDEPENDENT SOUTHERN WELLS**  
**ASSOCIATION OF TEACHERS**  
**(I.S.W.A.T.)**

and the

**SOUTHERN WELLS BOARD OF SCHOOL TRUSTEES**

**July 1, 2016 – June 30, 2017**

**MASTER CONTRACT BETWEEN THE  
INDEPENDENT SOUTHERN WELLS ASSOCIATION OF TEACHERS  
LEGALLY KNOWN AS I.S.W.A.T., INC.  
AND THE  
SOUTHERN WELLS BOARD OF SCHOOL TRUSTEES**

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**ARTICLE I RECOGNITION:** The Independent Southern Wells Association of Teachers, legally known as I.S.W.A.T., Inc., hereinafter called the "Association," is hereby recognized by the Southern Wells Board of School Trustees, hereinafter called the "Board," as the exclusive bargaining agent for all certified teachers employed by the Board, except for the superintendent, the principals, curriculum coordinator, activities director, guidance counselor, and substitute teachers, for the purposes of collective bargaining with respect to wages, salary and wage related fringe benefits, and paid time off. It is understood by both parties that this contract sets forth the terms and conditions to which each party agrees to be bound.

**ARTICLE II ASSOCIATION AND TEACHER RIGHTS**

A. Nothing contained in this contract shall be construed to deny or restrict to any teachers rights he/she may have under applicable State and Federal laws and regulations.

**ARTICLE III TEACHING CONDITIONS**

- A. Teachers will receive \$30 per teaching hour for administration organized tutorial sessions which are provided outside of the school day during the regular school year. These sessions will be for no more than eight (8) students per teacher per session.
- B. Certified staff involved in the 6<sup>th</sup> grade overnight educational field trip will be paid five (5) hours per night at the grant work hourly rate for nights away from home with the students. The administration will determine the schedule and length of the trip.

**ARTICLE IV DAYS OFF WORK**

**Personal Illness Leave:** Each teacher shall be entitled to be absent from work without loss of compensation on account of personal illness, injury, quarantine, or pre-arranged non-routine medical appointments as follows:

Full Time Teachers: Ten (10) days each year of employment with a maximum accumulation of 120 days. A teacher may use accumulated days from previous years as personal illness days.

Part Time Teachers: Part time teachers shall receive and use proportionate sick leave days based upon their full time equivalency rounded to the nearest half day.

Teachers who have accumulated sick leave days at another Indiana school shall have those days transferred to them at the rate of three (3) sick leave days per year beginning in their second year of employment by the board without regard to full or part time status.

**Family Illness Leave:** Each full time teacher can use a maximum of ten (10) of his or her personal illness days each year for immediate family illness leave. Those considered immediate family would include mother, father, brother, sister, wife, husband, children, grandchildren, or any other person living in the household of the teacher. In the event of hospitalization for illness, surgery, or accident of grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, or uncle, or any immediate family member, personal illness days can be used with board approval.

**Illness Day Cash Option:** Teachers who have accumulated a minimum of thirty (30) illness days will have the option at the end of each school year to turn in unused days from the current year's allotment for a total of \$65 including benefits for each day relinquished. At no time can days be relinquished which would take the teacher's accumulation below the thirty day minimum accumulation. The \$65 per day payment will be adjusted to equal any increase in substitute teacher pay.

**Sick Leave Bank.** A sick leave bank shall be administered by the Association in accordance with the following procedures:

1. Within ten (10) school days after the beginning of the school year of employment during the school year, a teacher may donate one (1) day to the sick leave bank by written notice delivered to the Association. The Association shall promptly notify the school board treasurer of such donation by the twelfth school day of each new school year. A teacher, upon donation, becomes a non-voting member of the sick leave bank.
2. The Association shall administer the sick leave bank in its sole discretion. The Association may authorize the use of the sick leave bank for the benefit of a sick leave bank member who has used all of his or her accumulated sick leave days and who would not otherwise receive payment for additional sick leave days.

However, the Board shall refuse sick leave payments if it determines that a teacher becomes ineligible as a result of the limitation in this subsection.

3. Any teacher who is otherwise entitled to sick leave with pay, who, has exhausted all sick leave accumulation because of personal illness or physical disability, and who is not receiving any public funds or benefits derived from public funds as partial or full compensation for the illness or disability causing the absence, shall be eligible for the Sick Leave Bank credits.

**Bereavement Leave:** In the case of a death in the immediate family, teachers shall be permitted four (4) school days of compensated absence that must be used within one year of the funeral and must be used for funeral or death related activities. The immediate family shall be interpreted to include spouse, children, parents, stepparents, father-in-law, mother-in-law, and stepchildren.

For the death of a brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or other person of whom the teacher has legal guardianship or other person living as a member of the family in the teacher's household, three (3) days of compensated bereavement leave shall be granted. The leave shall be within two weeks of the funeral.

For the death of any other person not defined above, the teacher will be granted one (1) day of compensated leave per year.

**Personal Leave**

1. Teachers with 0-13 years experience shall receive two (2) personal leave days, with pay, each year, cumulative to a total of five (5) days, for the transaction of personal business and/or the conducting of personal and/or civic business.

2. Teachers who have completed 14 years of teaching and have 10 years teaching service at Southern Wells will receive three personal leave days, with pay, each year, cumulative to a total of five days.

3. Teachers shall complete the Personal Leave Form provided prior to taking the leave. In case of an emergency situation, the teacher shall make an oral request to the building principal before the absence, and a Personal Leave Form shall be filed in the Superintendent's office on the day the teacher returns.

4. All unused personal leave days in excess of five (5) shall accumulate yearly to the individual teacher's cumulative sick leave.

5. Teachers will have the option at the end of each school year to redeem accumulated personal days in excess of two and limited to two per year for \$65 per day. Teachers who choose this option must turn in a written request to the school corporation treasurer by the last day of school. The rate per day will be readjusted to reflect any increase in substitute teacher pay.

**Jury or Witness Duty.** Teachers who are called for jury duty, or subpoenaed to appear as witnesses in court, shall turn in their compensation for such services to the Treasurer and receive full pay from the school corporation.

**Service in Public Office.** A teacher who is elected/appointed to a public office shall be granted an unpaid leave to fulfill his/her elected/appointed office obligations. Arrangements must be made with the Superintendent in advance of the leave to properly ensure class continuity. This leave shall be granted in semester units only.

**Association Leave.** ISWAT will reimburse the corporation an amount equal to four days of substitute teacher pay to allow ISWAT members to work on contract development during the negotiating period.

**Sabbatical Leave.**

1. A one (1) year sabbatical leave is designed to provide an opportunity for teachers to engage in a professionally related experience.

2. For Board approval, application shall be filed with the Superintendent by March 1, prior to the school year when the leave will be taken.

3. The leave shall be without compensation.

4. A teacher returning from a sabbatical leave shall be restored to a teaching position for which he/she is licensed according to the provisions in this contract. The returning teacher shall be placed on the salary schedule at the level earned at the time the leave began.

**Military Leave.**

1. All teachers who are members of the Indiana National Guard or Reserve/Retired components of the Armed Forces, shall be entitled to a leave of absence without loss of pay for such time as the members of the National Guard are in the military services on training duties under order of the State of Indiana or Federal Government for services not to exceed fifteen (15) calendar days in any one school year.

2. Unpaid military leave shall be granted to any teacher who is inducted into any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed during the period of his/her absence; and, furthermore, he/she shall receive all rights and benefits which generally accrue to a teacher with that level of service. The teacher shall have up to ninety (90) days after release from active duty to notify the Board of his/her intention to return for the following school year.

**Professional Leave.**

1. When it is evident that a convention or conference attendance will contribute to the effectiveness of the instructional program, the Board may grant convention or conference leaves. Fair consideration will be given to any reasonable request for convention or conference attendance. All such requests shall be submitted in writing to the building Principal with a copy to the Superintendent.

2. An aggregate amount of \$100 times the previous school term's Full Time Equivalent Teachers shall be allotted for professional leave for the succeeding year's budget. A maximum reimbursement of \$200 per teacher may be applied toward the cost of an approved professional leave request. The Board, or its Agent, shall have the authority to approve or deny professional leave requests.

3. The maximum amount of reimbursement for professional leave for an individual teacher may be exceeded with Board approval.

**ARTICLE V RETIREMENT AND SEVERANCE PAY**

A. Upon retirement as an Indiana public elementary or secondary school teacher, a teacher may qualify for severance pay of \$570 for teachers on the bachelor's scale and \$610 for teachers on the master's scale times the number of years teaching experience for which they qualify. In order to qualify for the above rate of severance pay, a teacher must have a minimum of ten (10) years experience in the Southern Wells Community School System. A retiring teacher must be at least 50 years of age to be eligible for severance pay. In the event that earlier retirement is necessitated because of physical or mental disability, the Board will decide each case on its own merits.

B. In addition, at retirement, accumulated sick leave days will be paid the retiree at the rate of the \$65 per day. Sick days earned in excess of the one hundred twenty (120) day limit will be accumulated for severance purposes only. Sick days in excess of the 120-day limit cannot be used for sick leave, but shall be combined with accumulated sick days at the time of retirement to compute severance pay.

C. The Board agrees in the case of the teacher's death, the teacher's designated beneficiary, or the teacher's estate if there is no designated beneficiary, will be paid severance pay at the above levels.

D. Severance payments shall begin in June and shall be made in June every year thereafter until the total amount of severance pay has been paid. The initial payment shall be the maximum allowed by the State to be used to determine the benefits under the teacher retirement fund. When a teacher elects to retire, the severance payments will consist of the initial payment of \$2,000 and three subsequent equal annual payments.

E. For a retiring teacher to receive the initial severance payment in June following his/her retirement, the teacher must notify the Superintendent of his/her intention to retire on or before March 1st of the year of retirement. The March 1 deadline for notification may be waived at the discretion of the Board in the event that retirement is necessitated due to emergency circumstances, such as a disabling physical, mental or economic condition.

F. The Board agrees to continue the Corporation's portion of the retiring teacher's monthly life and health insurance premiums for a period of not more than five (5) years from the date of the teacher's retirement or until the retiring teacher reaches age sixty-five (65) or would have reached age sixty-five (65). In the event of the teacher's death during the previously defined period of eligibility, this benefit shall be continued for the remainder of the period of eligibility, as long as the designated beneficiary is under age sixty-five (65) and continues to meet insurance program requirements.

For the 2017 calendar year, the annual amount paid by the corporation toward health insurance for retirees shall not exceed the amounts listed below for various plans:

\$12,081 Family Network Deductible Plan

\$12,081 Family High Deductible Plan A  
\$12,081 Family High Deductible Plan B  
\$12,081 Family High Deductible Plan C  
\$5,830 Single Network Deductible Plan  
\$5,830 Single High Deductible Plan A  
\$5,830 Single High Deductible Plan B  
\$5,830 Single High Deductible Plan C

Also, for the 2017 calendar year, the annual amount paid toward life insurance shall not exceed \$893. Following the five-year period after retirement, the teacher may continue in the group health plan at their own expense until age sixty-five (65) and if the teacher continues to meet insurance program requirements. The amount of the Corporation's monthly contribution to the life and health insurance premiums shall be fixed at the dollar amount last paid by the Corporation prior to the teacher's retirement. It should be noted that in the case of life insurance premiums, the teacher shall pay one dollar (\$1.00) in the month preceding the beginning of each new year. For the retiring teacher, this benefit is taxable under the present Internal Revenue Code.

In the event that the Corporation's contribution would equal or exceed the total amount of the monthly premium, the amount of the monthly premium is to be paid by the corporation, except at the beginning of the plan year. The exception defined here would require the teacher to contribute one dollar (\$1.00) in the month preceding the effective date of the new plan year.

The retiring teacher under this benefit would be required to make payment of any difference between the monthly premium amount and the corporation's share of the premium. The teacher shall be responsible for making sure that the said payments are delivered to the Treasurer on or before the due dates specified by the Treasurer.

- G. Any teacher who passes away while in active service and who was eligible to retire shall have their severance paid to their designated beneficiary.
- H. Part-time teachers shall receive proportionate benefits based upon their full-time equivalency.
- I. The Board shall establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan contributions will commence with the 2002-2003 contract year and continue each contract year thereafter. The maximum contribution that will be made to the 401(a) Plan by the Board will be 1% of Salary. All eligible employees shall be vested in the 401(a) Plan upon the completion of ten years of service with Southern Wells Community Schools and are 50 years of age.  
The 401(a) Plan replaces the current Retirement and Severance Pay Plan. The Retirement and Severance Plan so described above in paragraph A through H will remain in effect until such time as a certified employee receives a greater return from the value of the new 401(a) Plan than he or she would receive under the Retirement and Severance Pay Plan, except for employees described in the following paragraph. The value of the Board contributions and the appreciation, or the amount of the board's total contributions, whichever is more, of the 401(a) Plan will be counted as an offset to the amount that the certified employee would have received had he or she retired under the current Retirement and Severance Pay Plan, specified in sections A through H.
- J. For the certified employees hired after July 1, 2001, the 401(a) Plan will replace the current Retirement and Severance Pay Plan. No provision of paragraphs A through H shall be available to employees hired after July 1, 2001. The severance and retirement for such certified employees shall be limited to the amounts contributed to the 401(a) by the Board and interest or appreciation, if any. Such employees shall be vested in the 401(a) Plan upon completion of ten years of service and upon reaching 50 years of age.
- K. The 401(a) Plan vendor shall:
  - 1. Conduct compliance testing to ensure no over-funding for any teacher;
  - 2. Fully administer the plan;
  - 3. Provide annual enrollment and consultation services;
  - 4. Provide statements to teachers annually;
  - 5. Prohibit loans or early withdrawals that are not IRS compliant; and

6. Hold the School Corporation harmless from any penalties associates with plan noncompliance.

The 401(a) Plan shall be valued effective the last contracted day of employment for the retiring employee.

- L. In addition, for those certified employees for whom payments are yet scheduled to be made under paragraphs A through E, such payments shall be made into a non-elective post-retirement 403(b) created at retirement in the name of the retiring employee. Such payments by the Board shall be made in five (5) equal annual payments.

**ARTICLE VI INSURANCE.** Teachers shall be entitled to the following insurance benefits:

**A. Hospitalization and Major Medical**

1. The Board agrees to make available for the teachers, group hospitalization, surgical, medical and a major medical insurance program.
2. For the 2017 calendar year, the board agrees to pay the following amounts toward the various plans:

\$12,081 for Family Network Plan  
\$12,081 for High Deductible Plan A  
\$12,081 for High Deductible Plan B  
\$12,081 for High Deductible Plan C  
\$5,830 for Single Network Plan  
\$5,830 for Single High Deductible Plan A  
\$5,830 for Single High Deductible Plan B  
\$5,830 for Single High Deductible Plan C

Teachers who are employed at Southern Wells for the entire 2016-2017 school year and do not choose to participate in the health insurance program will receive an additional eleven hundred dollars (\$1,100) in the final paycheck of the contract year.

- B. **Life Insurance.** The Board shall pay all but \$1 of the premium for \$50,000 of the board-approved life insurance for each teacher subject to reduction schedule for staff above the age of 70. Retired teachers are eligible to purchase life insurance to remain at this level of coverage.

- C. **Worker's Compensation.** Under the Act, compulsory in Indiana, a specified schedule of benefits is paid to a worker who is injured, provided three conditions are met:

1. The worker must be an employee.
2. There must be an injury caused by an accident.
3. The injury must have arisen out of the course of the employment of the worker. On-the-job accidents, injuries, and illnesses, regardless of how minor, must be reported to the school nurse or Corporation secretary immediately. Failure to do so may disqualify an employee from receiving worker's compensation benefits.

- D. **Disability Insurance.** The Board shall provide long-term disability insurance for the teachers and shall pay all but \$1 of the premium.

- E. **SEBT Representation.** The Association shall name a representative to the School Employee Benefit Trust Health Plan. This representative shall be subject to Board approval.

- F. **Section 125.** The benefits provided to teachers by Section 125 of the Revenue Act of 1978 shall be made available to any teacher so requesting. An amount not to exceed 30% of salary may be set aside by the teacher for the section of benefits, under Section 125 of the Internal Revenue Code, which are non-taxable benefits of major medical, long term disability, short term disability, life, non-reimbursed medical, and dependent care. The Board shall pay the fees associated with the implementation and maintenance of the Trust Account. The Association shall have input into the provider of Section 125 services. The final decision on the provider will be made by the Board.

**ARTICLE VII SALARY AND WAGE PROVISIONS**

- A. Teachers with prior administrative approval may receive a driving allowance for use of their car for school related duties.
- E. To promote professional growth, teachers will be reimbursed during the first payroll period of the ensuing school year up to Ninety dollars (\$90.00) per semester hour (\$300 per credit hour for credits in graduate level areas of English/language arts, mathematics, science, world language, or other content area of high school courses taught leading to 18 hours of graduate credit in content area) if the following criteria are met:
  - 1. Hours must be taken in courses which benefit the teacher and the school. An approval for the course must be obtained from a committee consisting of the superintendent, and an association Representative from both the elementary school and the high school prior to July 1 for reimbursement during the subsequent contract year.
  - 2. Verification of completion of the course and copies of invoices must be provided in January or June to qualify for reimbursement.
  - 3. Semester hours and quarter hours are not considered equal in value. The following conversion formula shall be used: Semester hours =  $2/3 \times$  Quarter hours
  - 4. To receive payment for credit hours taken, the course must have been completed between August 21 of the preceding year and August 20 of the current year with a grade of C or above.
  - 5. Full reimbursement for classes will be made in the first pay period of the subsequent contract year.
- F. **Salary Payment.** Teachers will receive their pay in twenty-six (26) equal installments throughout the contract year. At no time, however, may payment exceed actual earnings to date.



<b>Appendix A</b>		
<b>Extra-Curricular Schedule</b>		
<b>Position*</b>	<b>Description</b>	<b>Per Position</b>
1	Baseball-Varsity	\$3,000
1	Baseball-Assistant	\$2,000
2	Basketball-Varsity	\$7,250
1	Basketball-Varsity Assistant (boys BB)	\$2,500
1	Basketball-Junior Varsity (boys BB)	\$2,200
1	Basketball-9th Grade (boys BB)	\$1,600
1	Basketball-Assistant (girls BB)	\$3,500
1	Basketball-9th Grade (girls BB)	\$2,800
2	Basketball-8th Grade	\$1,800
2	Basketball-7th Grade	\$1,800
2	Basketball-Elementary	\$700
2	Elementary Intramural	\$1,400
1	Cross Country-Varsity	\$3,000
1	Cross Country-Varsity Assistant	\$2,000
1	Cross Country-Jr High	\$1,600
1	Cross Country-Jr High Assistant	\$1,000
1	Football-Varsity	\$8,000
1	Football-Coordinator	\$4,000
3	Football-Assistant	\$9,000
2	Football-Freshman/JV	\$5,000
4	Football-Jr. High	\$6,400
2	Golf-Varsity	\$3,000
1	Softball-Varsity	\$3,000
1	Softball-Assistant	\$2,000
1	Track-Varsity	\$3,500
3	Track-Assistant	\$1,750
2	Track-Jr High	\$1,600
1	Volleyball-Varsity	\$3,000
1	Volleyball-Assistant	\$2,000
2	Volleyball-Jr High	\$3,200
1	Wrestling-Varsity	\$3,000
1	Wrestling-Assistant	\$2,000
1	Wrestling-Jr. High	\$1,600
1	Elementary Art Exhibit	\$300
1	Secondary Art Exhibit	\$360
1	Cheerleaders - Varsity	\$1,500
1	Cheerleaders - Junior Varsity	\$1,000
1	Cheerleaders - Jr High	\$1,200
1	Choral Music	\$3,500

1	Instrumental Music	\$6,500
1	Elementary Choir	\$855
1	Concessions	\$2,500
1	Drama Club/Musical Production	\$1,000
1	FFA	\$2,500
1	Livestock Judging	\$3,000
1	Junior High FCCLA	\$1,200
1	Senior High FCCLA	\$2,300
1	National Honor Society	\$600
1	Language Club	\$300
1	Biology Club	\$300
1	Yearbook	\$1,300
2	Sunshine	\$1,200
1	Junior Sponsor (Homecmng/Ciss Mtg.)	\$85
1	Junior Class Sponsor (Fundraising)	\$500
2	Junior Class Sponsor (Prom)	\$1,000
1	Senior Sponsor (Homecmng/Ciss Mtg.)	\$85
2	Senior Class Sponsor (Senior Trip)	\$1,300
2	Senior Class Sponsor (Graduation)	\$800
1	Sophomore Class Sponsor	\$85
1	Freshman Class Sponsor	\$85
1	Eighth Grade Sponsor	\$85
1	Seventh Grade Sponsor	\$85
1	Senior High Student Council	\$800
1	Junior High Student Council	\$400
5	Certified mentor for a SWCS teacher	\$200
10	Dual Credit or AP course teacher per semester	\$750
1	Elementary technology assistant	\$500
	<b>Supplemental Projects and Programs</b>	
	Drivers Education	\$25/hour
	Grant Project	\$20/hour
	Tutorial	\$30/hour
	Administration Driven Staff Development	\$30/hour
*Number of positions is not bargained, only included for information purposes.		

## **APPENDIX B**

### **SOUTHERN WELLS COMPENSATION MODEL**

Teacher compensation will be based upon performance with teachers earning units for specific performance in the following defined categories:

1. Teacher evaluation (added to base)  
(6 units for effective evaluation rating, 7 units for highly effective evaluation rating)
2. Experience (added to base) (2 units)

Teachers may earn up to nine (9) units for the year. Only teachers evaluated as Effective or Highly Effective are eligible to receive salary increases. Any compensation units for teachers as evaluated as improvement necessary or ineffective will be redistributed to salary increases for eligible teachers.

Compensation units earned during a school year will be paid the following school year. Teachers must be under contract the following school year to be eligible for unit pay. For the 2016-2017 contract period, teachers who earn units from the 2015-2016 year shall have units (unit value for compensation is \$175 per unit) added to the base for the 2016-2017 base contract.

The base salary range is between \$34,500 and \$64,000. Teachers may not earn base salaries (including stipends) that exceed the base salary range regardless of units earned. Teachers in positions receiving extra days will have base salaries within the base salary range, but total salaries may exceed the maximum base salary due to compensation for extra days. The district reserves the right at any time to determine Academic Needs. Teaching areas that have been determined to be of Academic Need may have salary levels set at any point within the salary range.

#### **CATEGORY DEFINITIONS**

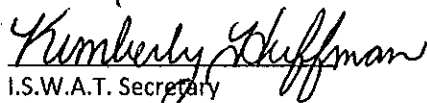
1. Teacher Evaluation (added to base)
  - Teachers rated Highly Effective on the evaluation instruction = 7 units
  - Teachers rated Effective on the evaluation instrument = 6 units
  - Teachers rated improvement necessary or ineffective = 0 units for all categories
2. Experience (added to base)
  - Minimum 120 paid days in the previous school year = 2 units

**Appendix C**


**Ratification:** This contract shall be effective from July 1, 2016 through June 30, 2017. Signatures below certify that the membership of the Board of School Trustees and the Independent Southern Wells Teachers Association have met and ratified provisions of this contract:

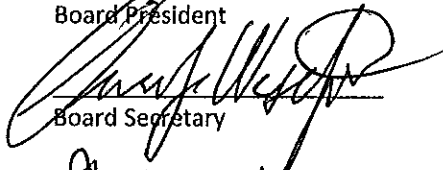
**Independent Southern Wells Teachers Association (legally known as I.S.W.A.T.)**

  
I.S.W.A.T. President

  
I.S.W.A.T. Secretary

**Southern Wells Board of School Trustees**

  
Board President

  
Board Secretary  
9-30-16