



Huntington County Community School Corporation

Tomorrow today.

Contract Between  
The Huntington County Community School Corporation  
And the Huntington Classroom Teachers' Association

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**2017-2018**

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**CONTRACT**  
**BETWEEN**  
**THE HUNTINGTON COUNTY COMMUNITY SCHOOL CORPORATION**  
**AND**  
**THE HUNTINGTON CLASSROOM TEACHERS' ASSOCIATION**

This Contract entered into this 13<sup>th</sup> day of November 2017, effective as of July 1, 2017, as indicated under Article X, Term of Agreement, by and between the Huntington County Community School Corporation by and through its Board of School Trustees, hereinafter called the "Board," and the Huntington Classroom Teachers' Association an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "Association."

**ARTICLE I**

Recognition and Definitions

Section 1. The Board hereby recognizes the Association as the exclusive representative of all teachers in the school corporation, as teachers are defined in Article I, Section 2(F).

Section 2. Definitions of Terms in This Contract.

- A. "Association," "Board," "Principal," "School Corporation" and "Superintendent of Schools" shall include authorized agents.
- B. "Board Policy" shall refer to a policy adopted by the Board in a regular or special meeting.
- C. "Day" when used in this Contract shall mean teacher day during the term of the school year. During the summer recess, the term shall mean a weekday "Monday through Friday."
- D. "Emergency" shall refer to a condition or situation which could not have been anticipated under normal circumstances.

- E. "School Corporation" shall refer to the Huntington County Community School Corporation of the State of Indiana.
- F. "Teacher" shall refer to personnel who are employed on a teacher's contract and who hold certification through the Indiana Professional Standards Board or the Indiana Department of Education except the Superintendent of Schools, Assistant Superintendents, Administrative Assistants, Principals, Assistant Principals, Directors (including current Directors: Coordinator of Secondary Education, Elementary Curriculum, Transportation, Food Service, Special Education, Media Center, Purchases, Attendance and Book Rental), Athletic Director, Head Basketball Coach, Head Football Coach, Girls Head Basketball Coach, and part-time employees, as defined by the Indiana Education Employment Relations Board.
- G. "Seniority" for purposes of this contract shall mean length of continuous service as a member of this Bargaining Unit.

## **ARTICLE II**

### **Contract Procedures**

Section 1. This Contract supersedes and cancels all previous agreements whether verbal or written between the school corporation and the Association, and this Contract constitutes the entire agreement between the parties on the matters which are the subject of its provisions.

Section 2. This Contract shall supersede any rules, regulations, policies, or practices of the Board, as well as any provision of any individual contract between the Board and a teacher which would be contradictory or inconsistent with the terms of this Contract.

Section 3. Any amendment or agreement adding to, subtracting from, or supplemental to this Contract shall not be binding upon either party unless it is executed in writing and ratified by each of the parties.

Section 4. If any provisions of this Contract or any application of this Contract to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be enforceable, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 5. Both parties agree and understand that there are certain items contained in this Contract which the Board maintains it has no obligation to negotiate and/or bargain. By placing such items in this Contract, the Board does not waive its rights and contentions that such items need not be negotiated and/or bargained by the Board in future negotiations and bargaining.

The Board does, however, recognize that it would be in the best interest of both parties to reach agreement in certain of these areas where the Board is not required to negotiate and/or bargain.

Section 6. All bargainable issues have been discussed during the bargaining leading to this Contract, and no additional bargaining on issues will be conducted on any item, whether contained here or not, during the life of this Contract, unless the parties, by supplemental written agreement hereto, agree to conduct additional bargaining on those issues.

### **ARTICLE III**

#### Association Rights

Section 1. The Board agrees to grant upon request up to a maximum total use of fifteen (15) full days to the Association Presidents or designee(s). The Association will pay for the substitute. Such days shall not be used the first five (5) days nor the last five (5) days of the school year nor on a parent-teacher conference day.

### **ARTICLE IV**

#### Board Rights

The Board construes and the Association recognizes that the provisions of this Contract constitute limitations and are the only limitations upon the Board's right to manage the school corporation, and that the Board has the responsibility and authority to manage and direct all the

operations of the school corporation to the full extent vested in it by the laws of the State of Indiana.

## **ARTICLE V**

### Leave of Absence and Job Share

Section 1. Sick Leave. Each teacher shall be entitled to be absent from work because of personal illness or quarantine for a total of ten (10) days the first (1st) year as a teacher in this school corporation and eight (8) days in each succeeding year without loss of compensation.

If in any one year the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulated to a total of one hundred eighty (180) days. If a teacher has accumulated the maximum number of days, the school corporation will pay said teacher for the days above the maximum number at fifty percent (50%) of the substitute teacher's daily rate. Payment to retirees shall be made to each retiring teacher's 401(a) plan administered by the vendor selected to accept employer contributions.

Accumulated sick leave may be used by summer school teachers in half-day increments if the missed time cannot be rescheduled and made up in accordance with existing customs and practice.

Teachers shall be given a written accounting of accumulated sick leave as of the beginning of the then current school year by October 1 of that school year.

Section 2. Sick Leave Transfer. A newly employed teacher who has accumulated sick leave in another school corporation of this state shall receive credit for such sick leave as follows: There shall be added to the teacher's sick leave in the first (1st) year of employment forty (40) days and ten (10) days each succeeding year thereafter until the number of accumulated days to which the teacher was entitled in the last place of employment shall be exhausted.

Section 3. Workmen's Compensation. A teacher who files an approved worker's compensation claim for five (5) or more days shall receive his/her regular pay without deduction from sick leave. After the first five (5) days, the teacher will be paid by the school corporation

the difference between Worker's Compensation benefits and the teacher's regular pay until the teacher's sick leave is exhausted. In the event the teacher receives worker's compensation retroactively for the first five (5) days of injury, he/she shall endorse the check for the period over to the school corporation. If a teacher appears before the industrial board or court due to a worker's compensation claim, the teacher shall be guaranteed no loss of pay.

Section 4. Impairment Leave. "Impairment Leave is available where a teacher is unable to teach because of an impairment substantial in nature and duration, including major surgery, pregnancy, childbirth, physical or mental illness, or injury. Impairment Leave is unpaid unless Sick Leave is available and able to be utilized concurrently in accordance with the provisions of the Agreement."

- A. Limitations. Upon application, and approval by the school corporation, an Impairment Leave shall be granted to teachers after it becomes apparent that the need for an Impairment Leave is imminent. Unless the impairment is caused by pregnancy as provided in Section 5 herein, the leave shall not exceed twelve (12) months.
- B. Anticipated Impairment. Where an impairment can reasonably be anticipated, as in the case of a scheduled operation, the teacher (or an authorized representative acting on the teachers' behalf) requesting leave shall give timely notice to the Superintendent of Schools, in writing, of the anticipated date the teacher wishes to commence said leave of absence. Leave begins on receipt of a written statement by the teacher's physician as to particulars of the teacher's impairment.
- C. Time of Return to Teaching Duties. Subject to the notice and other requirements set out on this Section, the teacher shall resume teaching duties at such time as, the teacher supplies a written certification from his/her physician regarding the medical circumstances related to the teacher's resumption of teaching duties.
- D. Notice of Return to Teaching. As soon as reasonably determinable after the commencement of the Impairment Leave, or in any event at least sixty (60)

calendar days prior to the cessation of the impairment (for impairments of less than sixty (60) calendar days the duration of the leave shall be incorporated in the request for leave), the teacher shall notify the Superintendent of Schools in writing of the probable time of the impairment's cessation, and whether the teacher intends to resume teaching duties consistent with the provisions of this Contract upon cessation of the impairment, and the impaired teacher shall, if intending to return to teaching, keep the school corporation advised of any change in the probable date of the cessation of the impairment. If requested by the Superintendent of Schools, the teacher shall furnish the school corporation proof of continuing impairment. Unless waived by the school corporation, the teacher shall not be entitled to return to teaching duties upon cessation of the impairment unless at least two (2) calendar weeks' notice is given by the teacher of the probable actual date of cessation of the impairment, and the return to work shall at the option of the school corporation be coincidental with the beginning of the next grading period so as to insure continuity of the educational program.

E. Optional Use of Sick Leave. Any impaired teacher may use, and be compensated to the extent of, the sick leave which the teacher has accumulated during the continuance of the impairment, but shall be required, at the option of the school corporation, to present a written physician's certificate of impairment to teach to justify such use of accumulated sick leave days. Such use of sick leave shall be limited to the teacher's personal impairments directly related to the cause of the impairments.

a. Required Physical Examination. The School corporation may require any teacher to have a physician's examination at any time when permitted by law to determine fitness for duty.

The employer shall cover the teacher's out of pocket cost for such an examination.



If the required examination results in the teacher being cleared to remain in or return to paid status, the teacher shall receive his/her regular pay for any days of work missed due to the employer exercising its right to require the examination by having any such days missed deemed administrative leave days with no loss of sick leave, sick leave bank, or personal business days.

Section 5. Maternity Leave. A pregnant teacher or a new mother shall be entitled, upon request, to a maternity leave. Except in an emergency, the teacher shall notify the Superintendent of Schools in writing of her intention to take such leave at least thirty (30) days prior to the date on which the leave is to begin. Such notice shall provide the anticipated date of return and include either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn child, whichever is applicable.

A. Commencement of Leave. A pregnant teacher may continue in active employment as late into her pregnancy as she desires, so long as she is able to fulfill the requirements of her position.

B. Duration. The leave may be taken any time between the commencement of pregnancy and one (1) year following the birth of the child provided that the teacher submits the timely notice as provided herein, a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn child, whichever is applicable. The portion of the maternity leave resulting from the impairment of the teacher shall have a duration no longer than the teacher and the teacher's attending physician, if any, determine that the teacher is temporarily unable to fulfill the requirements of her teaching position as a direct result of her pregnancy, and shall be granted by the Board.

C. Optional Use of Sick Leave. All or any portion of a maternity leave due to a teacher's impairment, as defined by this contract and caused by pregnancy may, at the teacher's option, be charged to the teacher's available sick leave.

D. Balance of Leave Without Pay. That portion of maternity leave which is not the result of the teacher's impairment caused by pregnancy shall be unpaid.

Section 6. Adoptive Leave. A teacher shall be entitled, upon request, to an adoptive leave of up to one (1) year unpaid. Except in an emergency, the teacher shall notify the Superintendent of Schools in writing of his/her intention to take such leave at least thirty (30) days prior to the date on which the leave is to begin. Such notice shall provide the anticipated date of return.

Section 7. Paternal Leave. The non-birthing parent teacher shall be entitled, upon request, to a paternal leave of up to one (1) year unpaid. Except in an emergency, the teacher shall notify the Superintendent of Schools in writing of his/her intention to take such leave at least thirty (30) days prior to the date on which the leave is to begin. Such notice shall provide the anticipated date of return.

Section 8. Family Appointment Leave. A total of three (3) days of paid leave may be taken during each school year, for medical appointments, dental appointments, illness of a spouse, parent, child, legal guardian, or a person living in the home as part of the teacher's family, or on the conclusion of pregnancy of the wife of a teacher.

Unused family appointment leave shall be transferred to accumulated sick leave at the end of the school year subject, however, to the limitation on accumulated sick leave herein contained in Article V, Section 1.

Eight (8) sick leave days may be used each year for this leave if the three (3) days have been exhausted.

Section 9. Bereavement Leave.

In the case of death in the immediate family of a regularly employed teacher, the teacher is entitled to be absent without loss of compensation for a period extending not more than five (5) total school days. The bereavement days may be split up into a maximum of two (2) separate periods within sixty (60) days beyond such death, for the purpose of attending the last burial rites, and attending to other personal matters of the immediate family member, provided that said

burial rites occur while said teacher is performing duties as assigned by the school employer under a valid teacher's contract; and that said burial rites do not occur during the time of absence, or sick leaves, or leaves for personal business which may have been previously granted or approved by the school employer. The immediate family is defined as a teacher's legal partner, child, parent, legal guardian, grandchild, brother, sister, or a person living in the same home as part of the family of the teacher.

If the teacher leaves his/her assigned position before noon on the day of death, this will be counted as the first (1<sup>st</sup>) day. If the teacher leaves after 12:00 noon, or if the death occurs on a non-school day, the first (1<sup>st</sup>) day shall be the following day.

Three (3) consecutive calendar days of leave may be taken upon, and for purposes directly related to, the death of a grandparent, step-child, an in-law (father, mother, son, daughter, brother, sister, grandparent), niece, nephew, or an aunt or uncle of the teacher.

Upon written request from a bereaved teacher, additional bereavement leave may be granted by the Superintendent of Schools without loss of pay in exceptional circumstances where, in the judgement of the Superintendent of Schools, it is warranted.

Section 10. Personal Leave. Teachers shall be granted three (3) days of personal leave for the transaction of personal business and/or the conduct of personal or civic affairs during the school year, without loss of pay. Teachers shall make every effort not to take personal leaves on the day immediately before or after a scheduled vacation. Three (3) hours of personal leave may be taken in one-hour increments and will be equivalent to one-half (1/2) day of personal leave. Only one-half (1/2) day of personal leave may be taken in this manner and no one-hour increment shall be taken consecutively with another one-hour increment. Teachers must notify the Principal upon returning from one-hour personal leaves (the time taken to notify is not to reduce the one-hour leave), if the granted leave terminates prior to the end of the day. One-hour increments of personal leave may be denied by the Principal if one (1) or more prior requests for personal leave for a part or all of the time have been granted in one-hour increments, or if to grant the request for additional personal leave in a one-hour increment would result in over five

percent (5%) of the teachers in that school building being on a one-hour personal leave at the same time.

Unused personal leave shall be transferred to accumulated sick leave at the end of the school year subject, however, to the limitation on accumulated sick leave herein contained in Article V, Section 1.

Upon written request, additional personal leave may be granted by the Superintendent of Schools without loss of pay in exceptional circumstances where, in the judgment of the Superintendent of Schools, it is warranted.

Section 11. Court Leave. Court leave with pay shall be granted to teachers for the time necessary to make appearance(s) in any court proceeding resulting from activities relating to the teacher's employment with the school corporation, except when the teacher is a plaintiff, or where the teacher is a party, either individually, or as one of an association or class, to court proceedings in which the teacher's position, or that of the association or class, is adverse to that of the school corporation, including but not limited to proceedings based upon I.C. 20-7.5.

Section 12. Jury Duty Leave. When a teacher is directed to appear for jury duty, the Board shall pay that teacher's full salary, and that teacher shall file for and pay the Board any daily remuneration granted by the court; reimbursement for incurred expenses (i.e. mileage) shall not be considered as daily remuneration. Provided, however, the teacher will join with the school corporation in requesting to be excused from jury duty when, in the opinion of the school corporation, the teacher's absence would create a hardship on the educational program.

Section 13. Verification. The school corporation reserves the right to require written verification of the reasons for all leaves. In the instance of personal leave, a written statement shall be submitted to the Superintendent of Schools setting forth the reason and necessity which shall be the cause of personal leave. Such statement shall be submitted at the time of making the request for such personal leave, except in an emergency, in which case the written statement shall be furnished not later than the end of the first (1st) full school day that the teacher is on the job after the termination of that personal leave.

Section 14. Prior Notice. Except in emergencies, teachers shall request and/or cancel already requested leaves at least twenty-four (24) hours in advance.

Section 15. Increments. All leaves shall be taken in consecutive or non-consecutive half-day increments, excepting one-half (1/2) day of personal leave and any single hours credited to personal leave in the then current school year which may be taken in one-hour increments.

Section 16. Classroom Coverage. A teacher may arrange classroom coverage from another person who and for a reason which is approved by the Principal not to exceed three (3) classes or three (3) hours in one (1) day without penalty or loss of pay, sick leave or personal leave. Any such arrangement will not involve remuneration or credit of any kind for the covering person; however, when a teacher is required by the Principal or his/her agent to fill a vacancy, that teacher will be credited one (1) hour of personal leave for each class or hour covered. Principals will keep written record of personal leave time teachers should receive for covering for another teacher that is required by the Principal.

Section 17. Sick Leave Bank.

1. Purpose: To provide additional sick and accidental benefits beyond normal sick leave for bargaining unit members who are unable to perform their normal duties for medical reasons.
2. Participation:
  - A. All bargaining unit members are eligible to contribute and will have their contribution automatically deducted from their individual sick leave days unless they choose not to participate.
  - B. Those choosing not to participate must inform the superintendent in writing within ten (10) days of the beginning of the school year or ratification of the contract if it is later than the beginning of the school year.
  - C. Newly hired teachers who choose not to participate in the sick leave bank must so inform the superintendent in writing within ten (10) days of signing their first contract.
  - D. Non-participants are not eligible to receive days from the bank.

3. Contributions:

- A. Each participant shall contribute one (1) day per year until the bank has at least 300 days.
- B. The Board will initially donate 50 days.
- C. When the bank has fewer than 80 days, participants shall contribute another day.
- D. Other than repayment, the bank shall collect no more than one day per year from participants.
- E. Previous non-participants may join the bank by making any back contributions equal to the number of days they would have contributed had they joined when originally eligible.
- F. Once days are in the bank, they lose all identity and cannot be reclaimed by the contributor.

4. Administration:

- A. The Sick Leave Bank shall be administered by a committee composed of two (2) people appointed by the superintendent and two (2) people appointed by the Association president. The Association president or designee shall chair the committee and vote only in case of a tie.
- B. The committee shall develop application guidelines such as how many days may be withdrawn before reapplication is required, develop any application form, rule on requests, and monitor the size of the bank. It is understood that the bank cannot discriminate against any applicant nor can its decisions be illegal.
- C. The corporation shall be responsible for maintaining bank records and shall provide the Association president and committee chair with an account by October 1 of each year and upon request if there has been activity.

5. Procedure:

- A. An applicant must have exhausted all of his/her sick leave, personal leave, and appointment leave days and have had five (5) days of unpaid leave before receiving benefits. In the event of a demonstrated hardship, the applicant may petition the committee to waive all or a portion of the unpaid leave.
- B. Application must be in writing on the committee's form and submitted to the Association president with a copy to the superintendent.

- C. Application may be made by a personal representative if the applicant is unable to do so.
- D. A physician's statement indicating the necessity of the leave and a prognosis for a return to work may be required. This information is deemed confidential.
- E. A maximum of 25 days per loan shall be allowed.
- F. If more days are needed, the applicant must reapply.
- G. The committee may deny a loan if the applicant is eligible for Long Term Disability benefits.
- H. If the committee denies a loan, it must state in writing the reason(s) for denial.
- I. The applicant may appeal a denial to the Board of School Trustees.

6. Repayment:

- A. Following return to work, the borrower shall repay the days at a rate of three (3) days per year until all borrowed days are repaid or he/she retires. In case of a demonstrated hardship, the borrower may petition the committee for a lesser number of days per year.
- B. If a borrower leaves or retires from HCCSC prior to repaying the days borrowed, any sick leave days remaining in his/her account may be used to repay the loan.
- C. The committee may waive repayment of the loan in case of death.

Section 18. No Limitation on FMLA Rights. The provisions of this agreement shall be construed in accordance with, and shall not restrict, the leave provided by the Family Medical Leave Act, as amended (“FMLA”). Unless prohibited by law or the explicit terms of this agreement, FMLA leave shall run concurrently with the leave provided for herein. For purposes of FMLA eligibility, a year is determined on a 12 month rolling basis.

Section 19: Job Share

- 1. Salary. When two teachers are equitably dividing responsibilities over a one-year period, they will be paid one-half of the salary they would have received as a full-time teacher as per contract language.

2. Substitution. If one participant in the job share substitutes for the other participant in the job share, then the substituting teacher will be compensated for the day as per contract language.
3. Health Insurance. The Board shall only be responsible for health/life insurance coverage in accordance with the insurance article for one teacher position involved in the job-share experience. The two teachers may split the benefits (50-50), and pay for the difference out of pocket, or one teacher may decline any benefits and forfeit all insurance benefits to the other.
4. Sick Leave/Family Appointment Leave/Personal Leave. Sick days, Family Appointment Leave and personal days for a full position will be divided between the two job-share teachers as per contract language. Each day missed by a participating teacher will count as one of their teacher days.

## **ARTICLE VI**

### Summer School

Section 1. The salary of a teacher who serves on a supplemental service contract (including remediation classes) shall be computed on the same basis as the salary of a regular teacher on the regular pay schedule in effect in this school corporation. Part-time service on the supplemental service contract shall be computed on the basis of six (6) hours as a full day of service.

Section 2. Sick leave and bereavement leave provisions provided in Article V, Section 1 and Section 7 respectively shall extend through the summer school.

## **ARTICLE VII**

### Compensation and Expenses

Section 1.

The compensation of teachers for the applicable school year is set forth in Appendix A.

Section 2. The salaries for extra-curricular activities are set forth in Appendix B.

Section 3. The Board will pay 3% of the teachers' ISTRF employee contribution.



Section 4. All adjustments to salaries resulting from additional training shall be effective at the beginning of the school year, or on January 1st if the training was completed the previous fall term, provided that the teacher has notified the Superintendent of Schools of the fact, or the likelihood of the fact, in writing prior to May 30 of the prior school year.

Section 5. Any teacher required by the Board to use his/her private automobile for assigned school duties shall be reimbursed for expenses at the I.R.S. rate.

The Board shall insure such teacher including teachers when involved in athletic events and such vehicle under a comprehensive liability policy against bodily injury liability with limits of \$250,000 for each person and \$500,000 for each occurrence and against property damage liability with limits of \$100,000 for each occurrence. This coverage is secondary coverage over and above the limits maintained by the individual teacher.

Section 6. The Principals shall have authority to approve for reimbursement purchases by teachers of educational materials and supplies, up to an amount of \$20.00, within the individual school's 411 budget account.

Section 7. All extra-curricular amounts listed in this contract will be added to the regular contract amount and divided by 26 pays, or by whatever number of pays are remaining in the contract year. All additional extra-curricular pay upon submittal will be paid on the next regular payroll. Extra-curricular amounts will be added to the regular pay and taxes computed on the separate amount. Supplemental contracts, including but not limited to Summer School, Homebound, or Adult Education, will be paid every two weeks for the term of each individual contract.

Section 8. Teachers shall be paid on the basis of twenty-six (26) pay dates for their contract year.

Section 9. If the corporation elects to employ a teacher who is receiving retirement benefits from ISTRF, that teacher may be placed at any step on the teacher salary schedule agreed to between the teacher and the corporation, and the corporation is not required to make any I.R.S. Section 401(a) contribution, ISTRF or VEBA contribution for that teacher unless

required to do so by state or federal law. Health insurance benefit is limited to the cost of a single plan contribution by the corporation unless broader coverage or greater premium support is agreed to between the teacher and the corporation. If the re-employed teacher reaches Medicare eligibility, the corporation may elect at its sole option to pay 100%, or no more than the cost of single plan contribution, of the Medicare Part B coverage in lieu of providing the health insurance otherwise required by this contract.

Section 10. To develop an online course for HCCSC a teacher will receive \$1,500 per semester course or \$3,000 for a two semester course. \$400 will be available for major course revisions. If the teacher is delivering instruction of the online course outside of the contract day, s/he will receive \$110/student who takes the final or \$70 per student who completes 40% of the course, but does not take the final.

Section 11. The Board shall pay for the cost of the expanded criminal history check that is required for existing employees by the school corporation per I.C. 20-26-5-10. A member of central office will provide a link to the teacher(s) chosen. The background check must be completed within 30 days of the link being sent.

## **ARTICLE VIII**

### Insurance

Section 1. The school corporation agrees to continue the current group life insurance policy in force for each teacher in the face amount of \$70,000, for each participating teacher who shall pay one dollar (\$1.00) to continue such group coverage for each calendar year, pursuant to the policy terms.

Section 2. The school corporation shall provide a health insurance program for employees, either a single or family plan at the employee's choice. The corporation shall pay seventy-five percent (75%) of the premium. Married teachers both employed by the school corporation may cover both spouses under one insurance plan.

A joint insurance committee shall be established composed of five teachers appointed by the Association and five administrators appointed by the superintendent. The committee shall be responsible for the following:

1. Manage, through the insurance trust, plan options to keep costs down
2. Develop specifications for insurance coverage
3. Acquire quotes from vendors
4. Implement an employee education program
5. Any refunds will go back into the insurance trust to reduce premiums
6. Recommend the above to the Association's bargaining team and School Board.

Section 3. Any teacher who retires in the calendar year of his/her fifty-fifth(55<sup>th</sup>) birthday or thereafter may elect, in accordance with IC 5-10-8-2.6, to continue in the present medical insurance policy in force and remain in the group by paying the full premium, whether it be single or family plan until eligible for Medicare.

Section 4. If an employee has an unpaid leave of absence during the 12 weeks, or 60 work days, of an approved FMLA leave and is enrolled in health insurance through the corporation, the employee is entitled to the continuation of the health insurance coverage during the same terms as if s/he had continued to work. An employee on unpaid FMLA leave must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage. Coverage may be dropped if the employee's premium payment is late.

The school corporation may require the employee to repay the employer's share of the premium payment if the employee fails to return to work following the FMLA leave unless the employee does not return because of circumstances that are beyond the employee's controls, including a FMLA qualifying medical condition.

Dental and vision premiums are 100% employee paid at all times.

Section 5. The school corporation shall pay all but one dollar (\$1.00) of the long-term disability insurance program. Any rate increase in one calendar year will be deducted from any raise consideration for the following calendar year. The program and carrier to be jointly recommended by Administration and Association with final approval by the Board.

Section 6. Both generations of I.R.S. Section 125 will be made available to the employees with all start-up costs being borne by the Board. Monthly maintenance fees will be paid by participating individuals. The program and carrier to be jointly recommended by the Administration and the Association with final approval by the Board.

## **ARTICLE IX**

### Retirement

#### Section 1. 401(a) Plan Provision

- A. A teacher shall be fully vested in the employer's 401(a) account upon completion of three (3) years of service with the Huntington County Community School Corporation, such service coming before and/or after this program takes effect. The vesting requirement is three years.
- B. Once a teacher is vested, all assets of the accounts become the property of the teacher and, in the event of his/her death, the teacher's estate.

#### Section 2. Early Retirement Benefits and Former Sick Leave Buyout for Teachers Hired Prior to School Year 1999-2000

Preamble: Provisions of prior Article XIV in predecessor contracts remain applicable to teachers hired prior to school year 1999-2000.

#### A. Eligibility

Teachers who were eligible for sick leave or early retirement benefits before the establishment of the 401(a) plan (as per Section 1 of this Article) and who received a buy-out of those benefits remain subject to the vesting and forfeiture provisions of this section. Teachers receiving bridge payments under predecessor agreement are not affected by the language of this article.

## B. Vesting

With the exception of former employees with VEBA accounts as noted in the following paragraph, upon retirement from the Huntington County Community School Corporation, a teacher shall be fully vested in the retirement benefits described in this Article:

Effective August 14, 2012 current employees holding VEBA accounts shall be considered fully vested. Former employees prior to the August 14, 2012 effective date shall remain subject to Sections C.2. & C.3. of Article IX.

## C. VEBA

1. Vesting, see Section B. of this Article.
2. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, or the employee is placed on the RIF/Recall list for a period not to exceed two (2) years, such period of leave or RIF shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.
3. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this article, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:
  - (i) Employees who forfeited their VEBA accounts in the same year;
  - (ii) Employees who previously forfeited their VEBA accounts; and

- (iii) Employees who have attained the age of fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty-eight (58), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

4. Spousal / Dependent Benefit

Following retirement and the satisfaction of the requirements set forth in this article, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums and to be reimbursed for medical expenses not otherwise covered by insurance for the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of this Article, to the extent allowed by law and IRS regulations, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

5. Payment of VEBA Expenses

The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA plan. All costs incurred in the administration of the VEBA plan and investment fees shall be paid from the VEBA plan assets.

D. 401(a)

- 1. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this article, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

- i. Employees who forfeited their 401(a) plan accounts in the same year;
  - ii. Employees who previously forfeited their 401(a) plan accounts; and
  - iii. Employees who have attained the age of fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture.
- 2. Furthermore, 401(a) plan accounts of employees who have attained the age of fifty-eight (58), but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.
  - i. Following retirement and the satisfaction of the requirements set forth in this article, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of this article, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) plan account.
  - ii. The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

#### E. Future Adjustments

The parties agree that this Section 2, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Section 2 shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

**ARTICLE X**

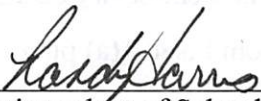
Term of Agreement

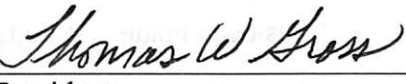
The term of this contract shall begin July 1, 2017, and shall continue in full force and effect through June 30, 2018.

Executed the 13<sup>th</sup> day of November, 2017 and written by:


HUNTINGTON COUNTY  
COMMUNITY SCHOOL  
CORPORATION BY AND THROUGH  
ITS BOARD OF SCHOOL TRUSTEES

THE HUNTINGTON CLASSROOM  
TEACHERS ASSOCIATION

By   
Superintendent of Schools

By   
Co-President

By   
President of Board of Trustees

By   
Co-President

11/13/2017  
Board Ratification Date

11-2-17  
Association Ratification Date



## Appendix A

For the 2017-2018 contract, \$252,500 will comprise the total money to be distributed based on the number of eligible points achieved by the HCCSC Compensation System. A teacher who received an evaluation rating of Ineffective or Improvement Necessary on his/her 2016-2017 evaluation will not be eligible for a salary increase for the 2017-2018 school year, except those who qualify per IC 20-28-9-1.5(d).

### **HCCSC Teacher Compensation System**

#### **Section 1: Definitions**

##### Legal Criteria

I.C. 20-28-6 and I.C. 20-28-9 are the primary basis for this system of pay

##### Stipend unit

One-time money paid in recognition of a particular performance in a compensation category.

##### Base unit

Recurring money added to the teacher's base salary (excluding any stipends).

##### Salary range

All eligible teacher salaries will range between \$ 34,000 and \$70,000 for each school year. Teachers may not earn salaries (including stipends) that exceed the salary range regardless of units earned.

##### Eligibility for pay increase

Only teachers who are not rated ineffective or needs improvement in the year of the most current evaluation/compensation process will be eligible for a salary increase, except those who qualify per IC 20-28-9-1.5(d). With the exception of teachers providing timely notice of intent to retire at the end of the contract year, a teacher must be under contract the year following the evaluation cycle to be eligible for unit pay. The retiring teacher, to be eligible, must submit a written unconditional and irrevocable letter of resignation to both the Board and the Superintendent no later than April 1 of the year when retirement is to begin. However, in the event a teacher is unable to give the required notice because of an accident, ill health, or for another unforeseeable reason, the Board will give due consideration to the situation and may waive the lateness of the teacher's letter of retirement.

#### **Section 2: General Provisions**

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

1. Teacher Evaluation (added to base)
2. Experience (added to base)
3. Academic Needs (added to base)
4. Leadership (stipend)

Teachers may earn four units in category one (1-Teacher evaluation) and one (1) unit each in categories two (2) through four (4) for a maximum of seven units per year.

Teachers new to HCCSC will have their experience evaluated by the Superintendent, or designee at the time of initial hiring to determine the teacher's base salary. Other than consideration for academic need areas, base salary will be based on the mean of HCCSC teacher salaries at the same level of experience and education on the current compensation system at the time of hiring. See Hiring Scale in Section 4 of this Appendix. In the event of error in determining the mean, this contract may be adjusted to reflect the correct salary. Additional consideration for academic need areas will be shared with the Association at the time of hiring as these needs arise.

As it relates to this compensation system, deficit financing will result in no compensation increase for the year.

ECA Salaries are not included in a teacher's salary cap.

### **Section 3: Category Definitions**

1. Teacher Evaluation (added to base)
  - a. Teachers not scored as Ineffective or Needs Improvement on the evaluation instrument will earn four (4) units.
  
2. Experience (added to base)
  - a. Minimum 120 INPRS qualifying days previous year = 1 unit
  
3. Academic Needs (added to base)
  - a. Earned a Master's Degree = 1 unit  
**Or**
  - b. Successful completion of the 3 hours of graduate credit in the year of evaluation (grade of B or above in related field) = 1 unit  
**Or**
  - c. Approved Professional Growth Points equal to 3 hours of graduate credit earned in the year of evaluation (45 PGPs) to be turned in by July 31.
  
4. Leadership (stipend)
  - a. Teachers who demonstrate educational leadership by being recognized in the current contract year by state or nationally recognized education organizations = 1 unit
  - b. Examples of these organizations:
    - i. Indiana Department of Education
    - ii. U.S. Department of Education
    - iii. Milken Institute
    - iv. Colleges and Universities
    - v. National Council of Teachers of Mathematics (NCTM)
    - vi. National Board of Professional Teaching Standards
    - vii. Or, organizations and awards of similar magnitude as determined by the Superintendent on an annual basis.

#### Section 4: Hiring Scale

If there is no information listed in a particular cell on the Hiring Scale, the mean of the position above and below will be used to calculate that salary.

<u>Yrs. Of Experience</u>	<u>Bachelor Mean</u>	<u>Master Mean</u>
1	\$34,712.82	
2	\$37,109.71	
2.5	\$37,298.43	
3	\$38,374.46	\$43,356.78
3.5	\$39,330.42	\$39,775.38
4	\$38,934.05	\$39,755.38
4.5	\$39,504.55	\$39,939.31
5	\$39,479.73	\$40,342.49
5.5	\$40,073.10	
6	\$40,398.88	\$39,910.24
6.5	\$39,433.23	\$40,266.38
7	\$39,665.38	\$42,173.08
7.5	\$37,568.54	\$42,293.38
8	\$40,834.91	\$43,678.83
8.5	\$39,916.57	
9	\$40,820.24	\$48,205.62
10	\$40,375.11	\$45,603.66
11	\$41,728.66	\$46,219.67
11.5		\$46,916.52
12	\$41,978.88	\$46,368.74
12.5		\$48,165.38
13	\$43,270.14	\$48,430.74
14	\$45,741.53	\$49,339.38
15	\$44,079.57	\$50,261.38
16	\$45,509.15	\$51,502.64
16.5	\$59,685.40	
17	\$52,862.38	\$52,066.33
17.5	\$44,534.42	
18	\$47,595.33	\$54,371.67
18.5	\$46,982.15	
19	\$48,578.90	\$55,148.14
19.5		\$56,386.38
20		\$56,092.88
21	\$50,058.28	\$57,593.32
22	\$51,160.03	\$58,738.38
23	\$52,199.38	\$60,135.50

<b><u>Yrs. Of Experience</u></b>	<b><u>Bachelor Mean</u></b>	<b><u>Master Mean</u></b>
23.5		\$61,082.38
24	\$53,051.38	\$61,116.13
24.5	\$53,897.38	\$60,078.05
25		\$62,366.05
26		\$66,062.24
26.5		\$65,976.38
27	\$53,472.42	\$65,976.38
27.5	\$53,335.34	
28		\$65,740.34
28.5		\$65,976.38
29		\$66,131.76
29.5	\$53,075.23	\$65,976.38
30	\$53,630.25	\$65,395.62
31		\$66,096.58
31.5		\$65,976.38
32	\$53,219.17	\$66,484.05
32.5		\$65,976.38
33		\$65,976.38
34	\$53,897.38	\$66,577.38
35		\$66,136.88
36		\$65,976.38
37		\$65,976.38
38		\$66,176.71
38.5		\$65,976.38
39		\$66,437.38
40		\$66,068.34

**APPENDIX B  
EXTRA PAY SCHEDULES**

**2017-2018**

*The number of positions was not bargained, but is for informational purposes only. Not all of the positions listed are filled in a particular year based upon funding availability and/or the number of participants.*

ACTIVITY	Number of Positions	Salary
<b>HIGH SCHOOL</b>		
Assistant Choir Director	1	\$ 967
Assistant Speech Coach	1	\$ 2,491
Asst. Athletic Director	1	\$ 2,862
Asst. Auditorium Manager	1	\$ 1,077
Athletic Trainer	1	\$ 7,403
Auditorium Manager	1	\$ 2,490
Auto Mechanics	1	\$ 2,032
Auxiliary Corps Sponsor	1	\$ 777
Band	1	\$ 6,664
Band Asst.	1	\$ 5,353
Booster Club	1	\$ 777
Building Trades	1	\$ 2,032
Career Education	1	\$ 474
Concession Manager	1	\$ 2,837
Dance Team	1	\$ 1,493
Dance Team - Asst.	1	\$ 931
DECA	1	\$ 726
Department Heads (2-5 teachers)	1	\$ 740
Department Heads {6-25 teachers-add \$30 per extra teacher to basic rate }		
Precision Machinery	1	\$ 6,000
Freshman Class Sponsor	2	\$ 623
Future Educators	1	\$ 803
Graduation Coordinator	1	\$ 1,605
* Interdisciplinary Cooperative Education (ICE)	1	\$ 4,744
Musical Director	1	\$ 1,358

National Honor Society (Jr & Sr)	2	\$	498
Ticket Manager	1	\$	4,818
Jazz Band	1	\$	559
Junior Class Sponsor	3	\$	1,605
Junior Historical Society	1	\$	673
Machine Trades	1	\$	2,032
* Marketing Education	1	\$	4,744
Masque and Gavel	1	\$	808
Music Director for Musical	1	\$	566
Production Coordinator for Musical	1	\$	418
Production Coordinator for Play	1	\$	418
Psychometrist	3	\$	1,226
Quiz Bowl Sponsor	1	\$	2,240
Radio Station Teacher	1	\$	8,529
School Newspaper	1	\$	3,071
Senior Class Sponsor	3	\$	1,605
Skills USA	1	\$	726
Sophomore Class Sponsor	2	\$	623
Special Education Speech Chair	1	\$	622
Special Olympics Coordinator	2	\$	653
Speech Contests (Related Activity)	1	\$	4,234
Spring Play	1	\$	1,121
Student Council Sponsor	2	\$	808
Variety Show	2	\$	702
Varsity Singers	1	\$	3,303
Varsity Singers Choreographer	1	\$	1,606
Vocal Music	1	\$	4,134
Vocational Auto Mechanics	1	\$	2,032
Volleyball Club	1	\$	777
Yearbook	1	\$	3,071
*Voc-Agriculture FFA	1	\$	10,675
*Voc-Agriculture, Ass't./FFA	1	\$	4,744

### **MEN'S ATHLETIC**

Baseball - Head	1	\$	4,163
Baseball - Asst.	3	\$	2,846
Baseball - 9th Head	1	\$	2,895
Baseball - Summer Instructional League	1	\$	1,701
Basketball - Asst. Varsity	5	\$	3,232
Cross Country - Head	1	\$	2,551
Cross Country - Asst.	1	\$	1,766

Football - Asst.	8	\$	3,112
Golf - Head	1	\$	2,988
Golf - Asst.	1	\$	641
Soccer - Head	1	\$	3,485
Soccer - Asst.	1	\$	2,240
Swimming Men's and Ladies Ass't.	2	\$	3,112
Swimming Men's and Ladies Head (\$.315 @ mile practice)	1	\$	4,358
Tennis - Head	1	\$	3,485
Tennis - Asst.	1	\$	2,240
Tennis Summer Instructional (Men's/Ladies)	1	\$	1,134
Track - Head	1	\$	4,107
Track - Asst. Specialist (Men and Women)	1	\$	2,738
Track - Asst.	4	\$	2,738
Wrestling - Head	1	\$	3,920
Wrestling - Asst.	2	\$	3,112

#### **WOMEN'S ATHLETIC**

Basketball - Asst. Varsity	5	\$	3,232
Cheerleader - Head	1	\$	2,365
Cheerleader - B Team	1	\$	1,493
Cheerleader - 9th Head	1	\$	1,120
Cross Country - Head	1	\$	2,551
Cross Country - Asst.	1	\$	1,766
Golf - Head	1	\$	2,988
Golf - Asst.	1	\$	598
Gymnastics - Head	1	\$	3,237
Gymnastics - Asst.	1	\$	2,240
Soccer - Head	1	\$	3,485
Soccer - Asst.	1	\$	2,240
Softball - Head	1	\$	4,163
Softball - Asst.	3	\$	2,846
Softball - Summer Instructional League	1	\$	1,701
Tennis - Head	1	\$	3,485
Tennis - Asst.	1	\$	2,240
Track - Head	1	\$	4,107
Track - Asst.	3	\$	2,738
Volleyball Head	1	\$	3,485
Volleyball - Asst.	2	\$	2,240

## MIDDLE SCHOOL

Academic coaches	2	\$	1,120
Band	3	\$	3,185
Basketball 6 <sup>th</sup> (Boys)	3	\$	840
Basketball 6 <sup>th</sup> (Girls)	3	\$	840
Basketball 7 <sup>th</sup> (Boys)	3	\$	1,979
Basketball 7 <sup>th</sup> (Girls)	3	\$	1,979
Basketball 8 <sup>th</sup> (Boys)	3	\$	1,979
Basketball 8 <sup>th</sup> (Girls)	3	\$	1,979
Cheerleading	3	\$	1,120
Cross Country (Boys and Girls)	3	\$	995
Football 7 <sup>th</sup>	3	\$	1,400
Football Asst.	3	\$	1,132
Football 8 <sup>th</sup>	3	\$	1,400
Football Asst.	3	\$	1,132
Soccer (Girls)	2	\$	1,400
Soccer (Boys)	2	\$	1,400
Swimming (Boys and Girls)	1	\$	995
Swimming Asst. (Boys and Girls)	2	\$	622
Thursday School Supervision	68	\$	50
Track 7 <sup>th</sup> (Boys)	3	\$	1,400
Track 7 <sup>th</sup> (Girls)	3	\$	1,400
Track 8 <sup>th</sup> (Boys)	3	\$	1,400
Track 8 <sup>th</sup> (Girls)	3	\$	1,400
Vocal	3	\$	1,881
Volleyball -7 <sup>th</sup>	3	\$	1,488
Volleyball - 8 <sup>th</sup>	3	\$	1,488
Wrestling Head	3	\$	1,238
Wrestling Asst.	3	\$	995
Yearbook	3	\$	894

## ELEMENTARY SCHOOL

Basketball (Boys)	8	\$	645
Basketball (Girls)	8	\$	645
Intramurals (Cross Country)	16	\$	421
Choirs	7	\$	710



**INTRAMURALS**

High School (100 Per school)	1	\$	2,965
Middle School (100 Per School)	3	\$	2,965

Each school may choose how it best serves its students when spending its Intramural Funds. Funds can be distributed in single allotments, divided between individuals when appropriate, or allocated as stipends based upon the criteria set forth in the extra pay section of the contract. (Total may not exceed the amount set aside for this purpose)

**OTHER**

Special Education		\$	525
Extra Event Pay (Per Building)	100	\$	30

<b>EXTENDED CONTRACTS</b>	<b>Number of Positions</b>	<b>Index</b>	<b>DAYS (for informational purposes only; not bargained)</b>
Asst. Athletic Director	1	.0541	10
Band	1	.0811	15
Band Asst.	1	.0811	15
HS Guidance (25 additional days to be distributed by high school principal)		.1351	25
HS Guidance Counselor	5	.0270	5
MS Guidance Counselor	4	.0108	2
HS Guidance Director	1	.1099	20
Psychometrist	3	.0541	10
Voc-Business Director	1	.1099	20
Pre-Vocational Director	1	.0378	7

\* Teachers holding extended contracts in the following positions, at the end of the 2007-08 school year shall continue to receive the designated number of days provided in the 2004-2008 contract until their employment in that assignment with the school corporation has been terminated

**GENERAL PROVISIONS GOVERNING EXTRA PAY**

**1. Selection**

- a. Positions may be split to optimize the benefit for students. Such divisions must have the approval of the principal, or their representative, the Superintendent, and Board.
- b. If a suitable person cannot be found for a contracted position, volunteer coaching/sponsor positions need only the approval of building administration, the head coach, and other school officials if necessary, but must have background checks completed.

## **2. Experience Pay**

- a. Coaches/Sponsors will receive \$50.00 per year of experience with a four (4) year maximum (those receiving experience pay above the maximum allowed as of 8/25/97 will be grandfathered at the higher rate as long as they stay in that position).
- b. Experience in a sport/activity will accumulate for as many years as the person has been involved in that sport/activity. Interrupted service in a sport/activity does not reset experience to zero.
- c. The sequence for experience pay is not broken or changed if the person moves to a similar position at a different level or with a different gender.
- d. Only experience in the school corporation will be counted.
- e. Experience cannot be transferred from one sport/activity to another.
- f. Experience in a sport/activity can transfer from one grade level to another.
- g. The following positions will not be eligible for experience pay:
  1. Coaches/Sponsors that receive extra-curricular pay at a per diem rate;
  2. Special Education teachers;
  3. High School Department Heads; and
  4. Psychometrists.

## **3. Additional Extra Event Pay Information**

- a. To cover additional intramural, extra-curricular and athletic needs, each school is allowed to spend (as per Extra Pay Schedule) up to 100 events each school year. Principals shall have the authority to approve these expenditures and to consent to transfer to other colleague's building funds.
- b. This event extra pay is for an event or meeting deemed to necessitate skilled personnel to facilitate optimal performance to meet student, building or community needs. Examples include, but are not limited to: club sponsors, after school tutors or supervisors, money agents, event supervisors, intramural instructors, and skill specific athletic workers. Athletic events paid for by Athletics are not limited to only 100 stipends. Positions such as rope holders, ticket takers, some clerical positions and the like which do not require specific skills do not qualify for this pay.
- c. Any teacher/sponsor interested in forming a new club or conducting an existing club may submit a proposal to their building principal for approval. One (1) extra event pay shall be given for each 90 minutes that the club meets.
- d. In the event that a specific activity session exceeds three (3) hours in length, the teacher/sponsor may submit for two (2) extra event pays.
- e. If adjustments are required in the Extra Event Pay schedule, the Administration and the Huntington Classroom Teachers' Association shall meet to discuss and mutually agree upon the changes.

## **4. Extra Pay**

- a. Extra pay is the sum paid in addition to any salary provided for by this Agreement.

- b. Extended contracts are sums paid at the salaried rate for additional days or hours worked over and above paid salaried days or hours based on the individual teacher's base salary.