



MASTER CONTRACT 2017-2018

Jac-Cen-Del Community School Corporation
and
Jac-Cen-Del Educators Association

Effective: August 1, 2017
Adopted by Board Action: November 13, 2017

TABLE OF CONTENTS FOR MASTER CONTRACT

ARTICLE I	Recognition	3
ARTICLE II	Dues Deductions	3
ARTICLE III	Sick Leave Bank.....	3-5
ARTICLE IV	Leaves	5
	A. Sick Leave	5
	B. Personal Leave	5
	C. Accounting	5
	D. Bereavement Leave	6
	E. Maternity Leave	6
	F. Court Leave	6
	G. Pallbearer	6
	H. Adoptive Leave	7
	I. FMLA	7
ARTICLE V	Fringe Benefits	7-8
ARTICLE VI	Salary and Wage Provisions	8-11
ARTICLE VII	Grievance Procedure.....	11-13
ARTICLE VIII	Waivers.....	13
ARTICLE IX	Effect of Contract	13
	Signature Page	14
APPENDIX "A"	Compensation Model	15-16
	Salary Schedule.....	17
APPENDIX "B"	Extracurricular Schedule.....	18-19

I – RECOGNITION

The Jac-Cen-Del Educators' Association (hereinafter referred to as the "Association") is hereby recognized by the Jac-Cen-Del Community School Corporation (hereinafter referred to as the "Corporation" of Ripley County, Indiana), as the exclusive bargaining representative for purpose of collective bargaining on behalf of certified employees employed by the Corporation (hereinafter referred to as the "Bargaining Unit"), except for the positions of superintendent, principals (including elementary, secondary, and middle school) administrative assistant, guidance counselor, athletic director, and assistant to the athletic director all as set forth in Indiana Code Title 20, Article 29. The association president or designee may be entitled to up to three (3) days of paid leave for purposes of association business.

II – DUES DEDUCTION

On or before September 15th of the school year, the Association shall submit to the Superintendent's office the signed authorization forms from employees who are authorizing the payroll deductions for the dues of the State or National Organization with which the Association is affiliated. The corporation shall deduct such sum from the employee's pay in twenty (20) equal payments beginning with the second paycheck in October. The collected deductions shall be remitted no less frequently than monthly to the Association. The local Association dues will be deducted by the Corporation on the second pay in October and remitted to the Association.

III – SICK LEAVE BANK

The Corporation and Association agree to establish a voluntary sick leave bank pursuant to IC 20-28-9-13 open to all bargaining unit employees of the Corporation, with the exception of employees who have a temporary contract. The operation of said bank shall be governed by and subject to the following provisions:

- A. Use of said bank is limited to those bargaining unit employee members who have an illness or are quarantined as provided in IC 20-28-9-9.
- B. Application for membership in the bank shall be made in writing (on forms provided by the Association) on or before September 15th of each school year by each employee who desires to so participate therein. Said membership shall continue automatically each year thereafter until the Corporation is notified in writing on or before September 15th that a member no longer desires to be a member of the bank. New employees shall have the option to become a member of the bank within fifteen (15) calendar days after their employment during the school year. A school year is defined in the Article as the one hundred eighty-five (185) day regular school term.
- C. Each member in the bank shall contribute one day of his/her available sick leave days to the bank when applying for membership in the bank. These days then become the property of the bank. If a former sick leave bank member reapplies for membership in the bank, he/she shall contribute another sick leave day.
- D. If the accumulated number of days in the bank falls below ten (10) days prior to May 1st of any year, each bank member will be required to contribute an additional day of his/her available sick leave to the bank, provided he/she wishes to continue membership in the bank. If any member has used all of his/her sick leave days, the additional day will be contributed as soon as new sick leave days are granted.
- E. All unused days in the bank will always be carried forward for the next school year.

SICK LEAVE BANK CONTINUED

F. A member's use of the bank must be requested in writing and shall include a statement from the member's physician describing the nature of the illness and the prognosis for recovery satisfactory to return to work. By participation in the sick leave bank, each applicant automatically consents to submit to a medical examination by a physician retained by the Corporation at the Corporation's expense. Days granted from the bank can only be used for:

- a. Extended illness (defined as lasting more than five (5) consecutive scheduled work days) or
- b. Employee disability

The sick leave bank may be used by a member of the bank only after the member has exhausted her/his accumulated sick leave days. No member may draw more than 20 days from the bank during any one school year.

G. Payment for the sick leave days granted from the bank will be made at a rate equal to the per diem rate of pay on the adopted salary schedule for the member granted access to the sick leave bank.

H. Sick leave bank days may be used only for contractual days during the one hundred eighty-five (185) day regular school year; they may not be used for or during summer school employment under a supplemental contract.

I. Sick leave bank benefits shall not be granted for any day in which the member takes any other type of leave or in any way attempts to combine other fringe benefits, if such leave or combination of benefits would operate in such a manner that the employee would draw double or otherwise increased pay for that day.

J. Leave from the sick leave bank may not be used for maternity or childbirth leave, insofar as such leave reflects accommodations made for the sake of convenience, or where the leave is not due to substantial and actual medical disability. However, bank days may be used for any actual medically-determined physical member's child.

K. The maximum number of sick leave bank days granted from the bank to all members shall not be more than forty (40) days per school year.

L. The Corporation shall have no liability or obligation to pay sick leave days from the sick leave bank at any time when such bank has been exhausted for the current school year.

M. The sick leave bank shall be administered by a sick leave bank committee composed of two (2) members selected by the Corporation and three (3) members selected by the Association. The decision of the committee shall not be subject to the grievance procedures set forth in Article VII of this agreement.

N. A member shall apply for sick leave bank benefits through the superintendent's office on provided application forms. The superintendent shall submit such applications to the sick leave bank committee. Any member who wishes to apply should do so as soon as the need can be reasonably anticipated.

O. Sick leave bank days may not be granted from the bank for a period of disability when monies are paid to the employee under Worker's Compensation or other applicable forms of Corporation compensation.

SICK LEAVE BANK CONTINUED

- P. A person who has received sick leave days from the bank will be required to repay those days to the bank at the rate of two (2) days per year or one-fifth (1/5) of the total days used, not to exceed four (4) days each year (whichever number is greater) until all days have been repaid, even if the employee discontinues membership in the bank. If a member of the sick leave bank leaves the employment of the Corporation for any reason, including retirement, before the total number of sick leave bank days is repaid, the remaining days will be deducted from the employee's total accumulated sick leave at the time or from the employee's severance pay upon retirement, if applicable. At no time will the cash equivalent of the remaining days be deducted from the teacher's salary except as the same may reduce severance pay.
- Q. An annual report of the bank will be provided by the Corporation and the Association for comparison on or before July 1st of each year.
- R. The total number of days in the sick leave bank shall be limited to the number of unused days carried forward each year plus any days added by participating members under applicable provision of this Article.

IV – LEAVES

A. Sick Leave

Each certified employee shall receive a leave of absence without loss of compensation due to personal illness or quarantine of the employee, for a total of ten (10) days during each year of the employee's employment with the Corporation. Any unused days shall accumulate year-to-year to a total of one hundred and eighty (180) days. Once an employee has accumulated 180 sick days, that employee will receive \$55 per each additional unused sick day to be deposited in a 403(b) account by the Corporation. The amount warranted per eligible employee will be awarded no later than July 31 of the end of the school year. The account carrier is to be agreed upon by mutual consent of the teachers' association and the superintendent. After the first year of employment with the corporation, an employee may transfer four (4) days of such accumulated leave per year from his/her previous place of employment, which transfer may be made annually so long as said employee continues in the Corporation's employ until the accumulated days to which the employee is entitled are exhausted.

An employee is permitted to use up to ten (10) days of sick leave for family illness. These days can be used in one-half day increments. "Family" is defined as spouse, child, mother, father, or persons domiciled within the household or persons for who the teacher is the primary caregiver. Sick days may be used in ½ day increments.

B. Personal Leave

Each employee shall be entitled to three (3) days leave of absence without loss of compensation for the transaction of personal business and/or conduct of personal or civic affairs during each year of the employee's employment with the Corporation. At the end of the school year, one (1) unused personal leave day may be carried over to the new contract accumulating to a maximum of four (4) days. All other unused personal days will transfer to sick days and are subject to the rules governing accumulated sick days as stated in Section A of Article IV. A maximum of 1 personal day may be used for one occurrence per school year to extend a break or holiday. When requesting personal leave, the employee need only state that such use is for personal business or civic affairs. Personal leave days may be used in one-half day increments.

C. Accounting

Each employee shall be provided an accounting of his/her accumulated sick leave and personal leave each pay period.

IV – LEAVES CONTINUED

D. Bereavement Leave

1. In the event of a death in the immediate family of an employee, such employee shall be granted a leave of absence without loss of compensation for a period of not more than five (5) contract days for the purpose of making funeral arrangements, attending the funeral or visitation and for attending to your duties if you are the executor or personal representative of the decedent's estate. "Immediate family" as defined in this section shall include spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, or other person in the employee's household at the time of death and with whom and with who said employee stands in the relation "in loco parentis."
2. In the event of death of a grandparent an employee shall be granted a leave of absence without loss of compensation for a period of not more than three (3) contract days for the purpose of making funeral arrangements, attending the funeral or visitation and for attending to your duties if you are the executor or personal representative of the decedent's estate.
3. In the event of death of brother-in-law or sister-in-law an employee shall be granted a leave of absence without loss of compensation for a period of not more than two (2) contract days for the purpose of making funeral arrangements, attending the funeral or visitation, and for attending to your duties if you are the executor or personal representative of the decedent's estate.
4. In the event of death of an uncle, aunt, first cousin, niece, and nephew, an employee shall be granted a leave of absence without loss of compensation for a period of not more than one (1) contract day of for the purpose of attending the funeral or visitation.

E. Maternity Leave

Any female employee 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, upon notification to the superintendent of the Corporation at least thirty (30) days before the date on which she desires to start her leave. This notice period may be waived in the event of a medical emergency. Said employee shall also 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. In case of a medical emergency, the employee shall be granted a leave, as otherwise provided in this section, immediately, upon her request and certification of the emergency from an attending physician. All or any portion of leave taken by a female employee because of a disability caused by her pregnancy may be charged, at her discretion, to her accumulated or available sick leave. After her accumulated and available sick leave has been exhausted, the employee's leave shall be without compensation. Any female employee for whom leave is granted for the purposes of this paragraph shall notify the Corporation at leave thirty (30) calendar days prior to her anticipated return to work. Other than leave due to disability caused by pregnancy which is charged to her accumulated or available sick leave, an employee shall not receive credit for leave time in accumulation of years of experience and years of employment with the Corporation for purposes of determining salary benefits, tenure and seniority and retirement severance pay; provided, however that such leave shall not operate to interrupt the accumulation of such years of employment but only delay, to the extent of such leave, the accumulation of years toward such employee's tenure rights and salary increments.

F. Court Leave

In the event an employee is summoned to jury service or is subpoenaed to a witness in court, such employee shall receive his/her regular compensation during the time away from work.

G. Pallbearer

In the event an employee received a request to serve as a pallbearer, such employee shall not be penalized in compensation for that time reasonably taken to perform such service.

IV – LEAVES CONTINUED

H. **Adopted / Parental Leave**

Adopted / Parental leave without compensation shall be granted for a period of one (1) school year to an employee who elects said leave and who notifies the superintendent of his/her intent. The period of the leave shall commence when the child is physically placed with the employee. Adoptive leave shall terminate not later than the beginning of the second semester following the commencement of this leave or one (1) year, whichever shall occur first.

I. **FMLA**

Nothing in this Article IV shall deny any employee the benefit of the rights and privileges provided by the Family and Medical Leave Act

V – FRINGE BENEFITS

- A. The Corporation shall provide a Fifty Thousand Dollar (\$50,000) double indemnity term life insurance policy of each full-time certified employee, convertible without physical examination, the entire cost of which, with the exception of One Dollar (\$1) for each employee, shall be paid by the Corporation.
- B. The Corporation shall pay four thousand, nine hundred, sixty-seven dollars and eighty-eight cents (\$4,967.88) annually, for a single health plan and nine thousand eleven dollars and eight-eight cents (\$9,011.88) annually for family health insurance plans.

In addition, the Corporation shall pay 100% of dental insurance under employee's health/dental insurance plan. Employees may opt to purchase a more comprehensive dental plan, in which case employee pays the difference. If an employee chooses to carry dental insurance only, Corporation pays 100%. In the case of a husband and wife, both being certified employees of Jac-Cen-del Community School Corporation:

1. Those two people are eligible to subscribe to any two policy combinations they choose and will receive the same benefits afforded any other two none-married employees.
2. Should an employed **married couple** choose to participate in only one family plan, employee and spouse plan, or employee and children plan, in addition to the specified contractual amount for the selected plan between the couple, the corporation will contribute a single amount to those two employee's one policy, up to, but not to exceed the total cost of the premium.

The Association shall appoint one member as a representative to the consortium as bargained.

Any health insurance plans offered will include a plan with substantially similar benefits as currently available unless there is mutual agreement to a modification of the current benefits.

In the event the Corporation determines to acquire a policy which incorporates coverage different than its then existing coverage, the Association shall be furnished details of such coverage and the matter will be discussed with the Association prior to adoption of the new coverage. A specimen of the health insurance policy in effect as of the date of this contract is on file at the Corporation business office.

- C. Section 125 benefits of Internal Revenue Act of 1978 are available for medical insurance, disability insurance and cancer insurance premiums; and for non-reimbursed medical expenses including vision and dental care and dependent care. All administrative fees are to be paid by the participating employee.

V – FRINGE BENEFITS CONTINUED

- D. The Board of Education will pay the total cost, except \$1.00, of a Long Term Disability program, effect, that provides the following benefits: 66.67% of earnings to a maximum as follows: Four Thousand One Hundred Seventy-Six Dollars (\$4176) per month. Benefits payable to age sixty-five, will be reduced after age sixty (60). There is a One Hundred Eighty (180) calendar day elimination period.

VI – SALARY AND WAGE PROVISIONS

- A. The teacher's compensation model for the 2017-2018 school year is set forth in Appendix "A" which is attached to and incorporated herein along with the salary schedules referred to therein.
- B. Employees performing extracurricular responsibilities for the 2016-2017 school year shall be paid in accordance with the extracurricular salary schedule set forth in Appendix B which is attached to and incorporated into this contract by this reference.
- C. Employee salaries shall be paid in twenty-six (26) equal installments; however, employees shall have the options of receiving the balance of their pay normally received periodically throughout the summer at the first pay day in June. Employees desiring this pay option must notify the corporation Business Office before the first day of work for any given year. Teachers shall have their pay deposited directly to accounts in a financial institution identified by each person.
- D. Any employee who, after having been initially employed by the Corporation, serves in any branch of the United States military service, and who receives an honorable discharge therefrom shall receive credit for his/her years of service therein upon his/her return to employment for purposes of compensation and experience not to exceed four (4) years.
- E. Upon the retirement of an employee, age fifty-five (55) or older, from the Corporation, the Corporation shall pay to such employee severance pay, which sum shall be equal to his/her accumulated sick leave to a total of one hundred seventy (170) days, multiplied by Seventy-five (\$75.00) per day plus a sum equal to One Hundred Dollars (\$100.00) for each year of employment of such employee with the Corporation. When an employee elects to retire, the severance pay shall be deposited into the teacher's 401(a) account on or before the next scheduled payroll date after the teacher's last day of employment. An amount up to Two Thousand Dollars (\$2,000.00) of such severance pay shall be reported to the Indiana Teacher's Retirement Fund as salary for the last year of service. If the amount of severance pay is not at least Two Thousand Dollars (\$2,000.00) only the amount of the severance pay shall be reported in the Indiana Teacher's Retirement Fund as salary. If the amount of severance pay is at least Two Thousand Dollars (\$2,000.00), then Two Thousand Dollars (\$2,000.00), shall be reported to the Indiana Teacher's Retirement Fund as salary. In order to qualify for such severance, pay, the employee must have made application to retire to the Indiana State Teachers Retirement Fund and must have taught in the Jac-Cen-Del Community School Corporation for a period of not less than fifteen (15) years. Such employee must also submit to the superintendent on or before March 1 of the year of retirement a written notification of intent to retire, unless such requirement is waived by the corporation in cases of medical emergency or unforeseen extraordinary circumstances. No employee shall retire with severance pay before his/her fifty-fifth (55th) birthday. In case of death of the employee after application, payment for severance pay shall be made in one (1) lump sum and shall be made to the beneficiary or beneficiaries listed as such with the Indiana State Teacher's Retirement Fund. Any employee who has been employed for more than fifteen (15) years with the Corporation and who shall become permanently disabled shall be entitled to his/her severance pay upon certification to the Corporation of a final ruling of disability by the Social Security Administration.

VI – SALARY AND WAGE PROVISIONS CONTINUED

- F. In the event any employee shall be required to use his/her personal vehicle for Corporation business, such employee shall be compensated by the Corporation at the rate per mile traveled as allowed by the Internal Revenue Service as a standard mileage deduction, provided said travel shall have received prior approval by the Corporation. Adjustments in the allowed amount under the provision shall be retroactive to the date of the Internal Revenue Service announces or certifies changes in the allowed amount.
- G. The Corporation shall contribute one percent (1.0%) of the teacher's regular salary from Appendix A to a 401(a) qualified tax deferred plan provided in Article IV, Leaves, Section A. This contribution will be made semiannually.
- H. The Corporation has established a qualified deferred compensation plan (The Plan) pursuant to Section 401(a) of the Internal Revenue Code allowing Corporation contributions.

Effective with the 2003-2004 contract year, the Corporation contributes an amount into a separate 401(a) account for the Retirement Savings Plan. This 401(a) account will not contain contributions for Article IV, a (accumulated sick leave compensation) or for Article VI, J the corporation contribution to a tax deferred plan instituted in 2002-2003.

Effective January 1, 2009, the amount of this contribution shall be one and one-quarter percent (1.25%) of each teacher regularly scheduled salary as provided in the appropriate salary schedule of this agreement. This contribution for the Retirement Savings Plan will be made semiannually.

Each employee will have the option of investing in a 403(b) plan, with the current 401(a) vendor, up to the maximum allowable under the Internal Revenue Code or other applicable Federal Law.

The Corporation shall deposit employee contributions, as provided above, semiannually, for each employee into an individual 403(b) account for the teacher with the current 401(a) Plan institution. The institution receiving the 401(a) contributions can only be changed with the agreement of the Association. The institution shall be the sole administrator of the Corporation's contribution.

Bargaining unit members shall have the option of continuing to invest their funds in tax-deferred annuities for which money is already being deducted from the member's salary; if any.

It is understood and agreed that accumulated corporation Retirement Savings Plan contributions to each teacher's Retirement Savings Plan 401(a) account for earnings thereon shall offset the liability of the Corporation for any amount due under Article VI, Section 1, below for early retirement. The calculation shall be made as of May 31 of the year of retirement. Any remaining liability of the Corporation for payment of early retirement benefits shall be allocated evenly over the term of early retirement period.

No employee entering employment with the Corporation after June 1, 2004 shall qualify for the Early Retirement Plan in Article Six.

In the event a certified employee dies in active service, all of the Board's contributions to the 401(a) Plan, plus all accrued earnings, shall be paid to his or her named beneficiary or to his or her estate if no beneficiary is named.

All certified employees shall be 100% vested in the Retirement Savings Plan upon completion of the fourth year with the corporation.

VI - SALARY AND WAGE PROVISIONS CONTINUED

Early Retirement Plan

To be eligible for benefits from an early retirement plan an employee must:

1. Be at least 55 years of age;
2. Have completed fifteen (15) years of service with the corporation;
3. Submit to the superintendent on or before March 1 of the year of retirement a written notification of intent to retire, which notification may be waived by the Corporation in the event of a medical emergency or unforeseen extraordinary circumstances; and
4. Complete a full year's employment after applying for early retirement (with exception of sick leave or disability).

The early retirement payments shall:

1. Not exceed the sum of \$5,400 in each year for five (5) consecutive years, teacher shall decide whether to have the first annual payment made on or before December 31 of the calendar year in which he/she retires or on or before December 31 of the following calendar year;
 2. Not be made in the calendar year wherein said retiring employee reaches age sixty-three (63) on or after December 31;
 3. Be made annually into the teacher's post separation 403(b) account before December 31 following retirement; and,
 4. The Corporation shall continue to insure the participating teacher (retiree) through the Corporation's life insurance plan with coverage of \$15,000 during the period in which the teacher is receiving early retirement compensation. Such insurance shall be at the Board's expense. Such insurance shall cease upon payment of the last compensation due under the early retirement plan. In case of the death of such early retiree prior to the receipt of all the compensation, the named beneficiary shall receive the benefits provided by the life insurance policy. Further, all such early retirement and premium payments by the Corporation shall cease immediately, and the Corporation shall have no further obligations under this Article and Section.
- I. Teachers of non-credit **driver's education** shall be paid for each hour of instruction as follows, per years of experience on the current salary schedule:

0-5 years of teaching experience	\$23.00 per hour
6-10 years teaching experience	\$27.00 per hour
11-15 years teaching experience	\$31.00 per hour
16 years teaching experience and up	\$35.00 per hour

J. Pay for extra instruction for the following areas will be paid per schedule:

Tutoring	\$35 Per Hour
Remediation	\$35 Per Hour
Detention	\$20 Per Hour

K. In the event the corporation experiences difficulty in filling teaching positions in high demand or specialized areas, the Superintendent shall discuss the option of a higher placement on the salary schedule and/or the offering of a stipend with the Association president. Both parties shall be in agreement in order to change the placement of such an employee's placement on the salary schedule or offer a stipend.

VI - SALARY AND WAGE PROVISIONS CONTINUED

L. Administratively-directed professional development outside of the contract shall be paid per the following:

- 0 – 2 hours \$25
- 2 – 4 hours \$50
- 4 – 6 hours \$75
- 6 – 8 hours \$100

Employees receiving compensation for conference attendance / professional development from an outside entity are not entitled to this compensation.

VII - GRIEVANCE PROCEDURES

The Association and the Corporation agree that a grievance which arises out of application or interpretation of this contract shall be resolved in accordance with the following grievance procedure:

SECTION 1 - DEFINITION

Grievance is an alleged violation or claimed misinterpretation of a specific article or section of this contract.

SECTION 2 – PROCEDURE STEPS

Step 1

Within ten (10) working days of the time that the aggrieved employee knew, or reasonably should have known, of the grievance, the aggrieved employee shall present the grievance during non-teaching hours to the building principal. Within three (3) working days after presentation of the grievance, the building principal shall orally respond to the aggrieved employee.

Step 2

If the grievance is not resolved within three (3) working days of the oral response, it shall be submitted to the building principal in writing on the Grievance Report Form attached as Appendix C.

a. The grievance shall

1. Name the employee involved
2. State the facts giving rise to the grievance
3. Identify the specific provisions of this contract alleged to be violated
4. State the contention of the aggrieved employee with respect to the grievance, and
5. Indicate the specific relief requested

b. Within five (5) working days after receiving the written grievance, the principal shall communicate his response in writing to the aggrieved employee.

Step 3

If the grievance is not resolved in Step 2, the aggrieved employee may, within five (5) working days of receipt of principal's written response, appeal to the superintendent by filing the grievance and the principal's written response, along with any written response by the aggrieved employee to the response of the principal, with the office of the superintendent, which shall give receipt thereof.

The superintendent, or his designated representative, shall respond in writing to the aggrieved employee no later than ten (10) working days after receipt of any written grievance properly filed with the superintendent's office.

VII - GRIEVANCE PROCEDURES CONTINUED

Step 4

Within ten (10) working days after receiving the response of the superintendent, an appeal from the decision may be made to the Board of School Trustees of the Corporation in writing and/or in person in an executive session meeting with the Board of school Trustees of the Corporation (hereinafter referred to as "Board").

The Board may not consider any material, allegation or remedy that was not presented in Step 3. The Board shall render its decision in writing within twenty (20) working days of receipt of the aggrieved employee's appeal of the superintendent's response.

Step 5

Within twenty (20) working days after receipt of the decision of the Board, the association or the Board, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

The arbitrator shall have no power:

- a. To add to, subtract from, disregard, alter, or modify any of the terms of this contract.
- b. To rule on the termination of services or failure to re-employ any employee to a position on the extracurricular schedule.
- c. In regard to the dismissal of, or the renewal or non-renewal of any contract, for non-tenured personnel.
- d. In regard to any claim or complaint for which there is another remedial procedure or course established by law or by any matter subject to the procedures specified in the Teacher's Tenure Act, The Equal Employment Opportunity Act, or other legislation, unless the aggrieved employee has specifically stated in such written waiver agreement to be bound by the decision of the arbitrator.
- e. To change any practice, policy, or rule of the Board or to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 1. The decision of the arbitrator shall be final and binding on the Association, its members, the employee(s) involved, and the Corporation.
 2. The arbitrator, as a part of this decision, may assess his fees and expenses against either the Board or the Association, in full or in part, but if the arbitrator does not so act, the fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the parties incurring them.

SECTION 3 - HEARINGS

Any hearings required hereunder shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Hearings shall be conducted during non-school hours, unless there is a mutual agreement for other arrangements. The aggrieved employee may have representatives of his/her choosing at all hearings or meetings connected with processing the grievance.

SECTION 4 - TIME LIMITS

- a. Time limits herein may be extended only by mutual agreement reduced to writing and signed by the parties.
- b. If there is a failure at any step to communicate the Corporation's decision on a grievance within the specified time limit, the aggrieved employee shall then have the right to appeal at the next step of the procedure.
- c. Any grievance not advance from one step to the next within the time limits, shall be deemed resolved by the response at the previous step.
- d. Any grievance not submitted pursuant to Step 1 within ten (10) working days of the time the aggrieved employee knew or reasonably should have known of the grievance, or any grievance not submitted in writing pursuant to Step 2 within six (6) working days of its initial submission in Step 1, shall be deemed waived and shall not be considered.

VII - GRIEVANCE PROCEDURES CONTINUED

SECTION 5 - STATE AND FEDERAL LAW

- a. Nothing contained herein shall deny to any employee rights under State or Federal Constitutions and Laws.
- b. A non-tenured employee may not use the grievance procedure in any way to appeal a decision by the Board to cancel or not renew such employee's contract.
- c. A tenured employee may not use the grievance procedure to dispute any action by the Board which is in accordance with Indiana tenure laws.
- d. An employee may not use the grievance procedure to appeal any decision of the Board if such decision is made pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.

VIII – WAIVERS

The parties agree that all bargainable items have been present during negotiations leading to this contract and that no additional negotiations shall be conducted on any items whether or not contained herein during the life of this contract. Any extension, modification or amendment shall be in writing and dated and executed by the parties and attached to this contract.

XI – EFFECT OF CONTRACT

- A. Should any Article, Section or Clause of this contract be declared illegal or unenforceable by a court of competent jurisdiction, said Article, Section or Clause, as the case may be, shall be automatically deleted from this contract to the extent that it violates the law or is unenforceable, but remaining Article, Sections and Clauses shall remain in full force and effect for the duration of this contract, if not affected by the Article, Section or Clause.
- B. Any individual contract between the Corporation and any individual certified employee shall be expressly subject to the terms of this contract.

APPROVAL AND SIGNATURES

The foregoing collective bargaining agreement shall be in effect from August 1, 2017 through June 30, 2018.

Signed this 13th day of November, 2017


ASSOCIATION



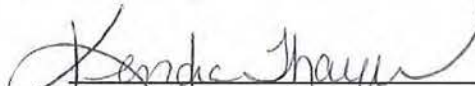
Stacy Gray, President




Bargaining Chair



Bargaining Team Member



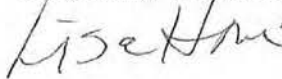
Bargaining Team Member



Bargaining Team Member



Bargaining Team Member




CORPORATION



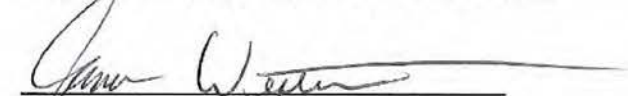
Tim Taylor, Superintendent



Travis Neal, Board President



Stephen Huntington, Board Vice-President



James Westerman, Board Secretary



Lori Pilz, Board Member



Steve Wilhoit, Board Member

APPENDIX “A” – COMPENSATION MODEL

The Jac-Cen-Del 2017-2018 Compensation Plan will be based upon performance using the following three factors:

1. Evaluation
2. Experience
3. Meeting the Academic Needs of Students

Definition of factors:

1. Evaluation – The teacher must not receive an evaluation rating of “Ineffective” or “Improvement Necessary” for the prior school year.
2. Experience- The teacher must have been employed with the corporation at least 120 days in the prior year.
3. Meeting Academic Needs of Students – Meeting any one of the following individual criteria represents fulfilling ONE unit of Meeting Academic Needs of Students. Each individual unit of Meeting Academic Needs of Students equates to \$400. The teacher will be responsible for providing documentation of the Meeting the Academic Needs of Students that are met. A teacher shall not be paid more than \$2,000 under this section no matter how many units the teacher meets.
 - a. Unpaid tutoring and approved by the building principal. (One unit = \$400)
 - b. Unpaid coaching and approved by the building principal. (One unit = \$400)
 - c. Unpaid activity sponsorship and approved by the building principal. (One unit = \$400)
 - d. Unpaid club sponsorship and approved by the building principal. (One unit = \$400)
 - e. Unpaid building leadership committee work such as school improvement team, textbook adoption, curriculum development, etc. and approved by the building principal. (One unit = \$400)
 - f. Serving on any building level committee as approved by the building principal. (One unit = \$400)
 - g. Unpaid district leadership committee work as approved by the superintendent. (One unit = \$400)
 - h. Serving on the district Insurance Committee. (One unit = \$400)
 - i. Teaching a dual credit course. (One unit = \$400)
 - j. Teaching an AP course. (One unit = \$400)
 - k. Maintaining National Board Certification. (One unit = \$400)
 - l. Serving as a teacher mentor with pre-approval from the principal. (One unit = \$400)
 - m. Participation in PTO activities. (One unit = \$400)
 - n. Participating in professional development. (One unit = \$400)
 - o. Other as agreed upon by administration and the association. (One unit=\$400)

During this transition year, the salaries were re-set to represent equal increases in each column. Teachers were placed on this salary schedule based on their salary for 2016-17. Teachers were moved “up” to the salary closest to their 2016-17 salary in the appropriate education column. New hires (except teachers with zero teaching experience) were placed “up” at the next closest salary as well. Teachers qualify for the transition increase to their base by not receiving an evaluation rating of Ineffective or Needs Improvement for the 2016-2017 school year (90%) and for completing an additional year of experience (10%) (employed by Jac-Cen-Del for both 2016-2017 and 2017-2018). Additionally, teachers qualify for placement on the salary schedule during the transition year by being newly hired by the District in 2017-2018. Those teachers who will not be receiving a minimum of four hundred and fifty dollars (\$450.00) added to their base salary during the transition year will receive a stipend for the difference. By way of example, if a teacher only received a transition increase of \$100.00 that teacher shall also receive a stipend of \$350.00. Teachers receiving a rating of Ineffective or Improvement Necessary will not transition to the new scale, but will remain at their 2016-17 base salary.

APPENDIX “A” – COMPENSATION MODEL CONTINUED

A teacher qualifies to advance one level in a Career Path column (Career Path 1 or Career Path 2) by:

- A. Not receiving an evaluation rating of Ineffective or Needs Improvement for the prior school year. The base salary increase that a teacher will receive for meeting this factor is six hundred, seventy-five dollars (\$675.00)
- B. The teacher must have been employed by Jac-Cen-Del School Corporation for at least 120 days in the prior school year. The base salary increase that a teacher will receive for meeting this factor is seventy-five dollars (\$75.00)

To be eligible to move from the Career Path 1 (first column) to the Career Path 2 (second column), a teacher must:

- A. receive an evaluation rating for the prior school year that is not Ineffective or Improvement Necessary;
- B. earn a content area Master's* degree beyond the requirements for employment as defined in the compensation model; and
- C. meet 5 Academic Needs of Students as defined and specified in the compensation model. Each horizontal move consists of \$2000 (\$400.00 for each of 5 Academic Needs points attained during the year in which the teachers completes a content area Master's degree.)
- D. Proof of the qualifying degree must be submitted to the Superintendent prior to the beginning of the school year.

* The Master's degree requirement is an eligibility requirement and not a factor upon which the salary increase is based. Eligibility criteria are not the same thing as the factors on which a salary increase is based. See 2017 IEERB CBA Compliance Rubric, p. 4

Any teacher receiving a final evaluation rating from the 2016-2017 school year of Ineffective or Improvement Necessary will not be eligible for any increase to base salary during the 2017-2018 school year.

The Parties agree that no movement within the compensation model is guaranteed in any given year. The parties must agree that adequate funding exists to fund any increase in salary. Any movement within the compensation model/salary schedule or any increases in salary shall be subject to bargaining each year.

The teacher's contribution to the Indiana State Teachers Retirement Fund shall be made by the Corporation.

New hires will be placed on the salary schedule equivalent to the education and experience of current employees.

APPENDIX A
2017-2018 SALARY SCHEDULE

CAREER PATH 1	CAREER PATH 2
36,000	38,000
36,750	38,750
37,500	39,500
38,250	40,250
39,000	41,000
39,750	41,750
40,500	42,500
41,250	43,250
42,000	44,000
42,750	44,750
43,500	45,500
44,250	46,250
45,000	47,000
45,750	47,750
46,500	48,500
47,250	49,250
48,000	50,000
48,750	50,750
	51,500
	52,250
	53,000
	53,750
	54,500
	55,250
	56,000
	56,750
	57,500
	58,250
	59,000
	59,750
	60,500
	61,250
	62,000
	62,750
	63,500
	64,250
	65,000

Money that would have been paid to a teacher receiving an “Ineffective” or “Improvement Necessary” rating will be distributed equally among all of those teachers receiving an Effective or Highly Effective rating.

The salary range for the 2016-2017 contract was \$35,310 to \$63,933.

The salary range for the 2017-2018 contract is \$36,000 to \$65,000.

APPENDIX “B” – EXTRA-CURRICULAR COMPENSATION

If in any position, a co-sponsor or assistant is called for on the schedule but no one is designated to co-sponsor or assist, the employee shall be paid 100% of the first position and 50% of the other position. The pay for these positions shall be made the first pay in November, March, and May of each year if such duty has been completed by such date.

Girls Fall Sports 1 st Pay November		Coed Fall Sports 1 st Pay November	
Sport	Salary	Sport	Salary
Golf – Varsity	\$1,142	Cross County – Varsity	\$2,720
Volleyball – Varsity	\$2,275	Cross Country – Jr. High	\$1,538
Volleyball – Assistant	\$1,302	Soccer – Varsity	\$1,887
Volleyball – 8 th Grade	\$947	Soccer – Assistant	\$1,081
Volleyball – 7 th Grade	\$947	Soccer – Jr. High	\$800

Boys Winter Sports 1 st Pay March		Girls Winter Sports 1 st Pay March	
Sport	Salary	Sport	Salary
Basketball – Varsity	\$6,000	Basketball – Varsity	\$6,000
Basketball – Assistant	\$3,786	Basketball – Assistant	\$3,786
Basketball – Freshman	\$2,130	Basketball – Freshman	\$2,130
Basketball – 8 th Grade	\$1,803	Basketball – 8 th Grade	\$1,803
Basketball – 7 th Grade	\$1,803	Basketball – 7 th Grade	\$1,803
Basketball – 5 th / 6 th Grade	\$1,126	Basketball – 5 th / 6 th Grade	\$1,126
		Cheerleading – High School	\$1,302
		Cheerleading – Jr. High	\$652
		Dance Team – High School	\$1,018

Boys Spring Sports 1 st Pay May		Girls Spring Sports 1 st Pay May		Coed Spring Sports 1 st Pay May	
Sport	Salary	Sport	Salary	Sport	Salary
Baseball – Varsity	\$3,000	Softball – Varsity	\$3,000	Track – Varsity	\$3,015
Baseball – Assistant	\$1,302	Softball –Assistant	\$1,302	Track – Assistant	\$1,271
Golf - Varsity	\$1,377			Track – Jr. High	\$1,656

			Track – Jr. High Asst.	\$782
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APPENDIX “B” – EXTRA-CURRICULAR COMPENSATION CONTINUED

<p align="center">Extracurricular Sponsors & Activities 1st Pay May <i>The number designated for each position is for informational purposes only and has not been bargained.</i></p>			
Activity	# Sponsors	Total Stipend	Stipend Each
Junior High Class Sponsor	1	\$444	\$444
Freshman Class Sponsor	2	\$686	\$343
Sophomore Class Sponsor	2	\$686	\$343
Junior Class Sponsor	1	\$1,798	\$899
Senior Class Sponsor	2	\$2,130	\$1,065
Academic Coaches	8	\$4,248	\$531
Archery (Elementary, Jr. High, High School)	3	\$2,700	\$900
Art Club Elementary	1	\$372	\$372
Art Club High School	1	\$372	\$372
Band Director	1	\$3,761	\$3,761
Chairperson/Academic Awards	1	\$710	\$710
Drama	1	\$1,033	\$1,033
FFA	1	\$750	\$750
French Club	1	\$372	\$372
High Ability Coordinator	1	\$531	\$531
Honor Society Elementary	1	\$372	\$372
Honor Society High School			
Honor Society Junior High	1	\$710	\$710
SADD	1	\$372	\$372
Spanish Club	1	\$372	\$372
Student Council High Elementary	2	\$1,086	\$543
Student Council High School	2	\$1,086	\$543
Summer Recreation Program	1	\$3,500	May - \$1,750 July - \$1,750
Sunshine	2	\$1,834	\$917
Super Mileage	2	\$800	\$400
Tech Team	7	\$9,175	\$1,311

Yearbook	2	\$2,840	\$1,420
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