

MASTER CONTRACT
Between
THE BOARD OF EDUCATION
OF THE METROPOLITAN SCHOOL
DISTRICT OF PIKE TOWNSHIP

And

THE PIKE CLASSROOM TEACHERS
ASSOCIATION

DATED: October 11, 2018

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	2
I. WAGES/SALARY	2
II. WAGE/SALARY—RELATED FRINGE BENEFITS	4
II (A) LEAVES	4
II (B) INSURANCE & RETIREMENT	9
III. GRIEVANCE PROCEDURE	11
IV. DURATION.....	13
APPENDIX A: SALARY RANGE & COMPENSATION MODEL FOR 2018- 2019.....	15
APPENDIX B: ADDITIONAL PAY FOR EXTRA DUTIES AND RESPONSIBILITIES	18
APPENDIX C: ADDITIONAL PAY FOR EXTRA DUTIES AND RESPONSIBILITIES	20
APPENDIX D: GRIEVANCE FORM.....	22

PREAMBLE

Whereas, representatives of the Board of Education of the Metropolitan School District of Pike Township collectively bargained with representatives of the Pike Classroom Teachers Association and the parties agree as follows:

A. Definitions.

1. "2018 – 2019 school year" means July 1, 2018 through June 30, 2019.
2. "Agreement" means this agreement between the Board of Education of the Metropolitan School District of Pike Township and the Pike Classroom Teachers Association in effect from July 1, 2018 to June 30, 2019.
3. "Association" means the Pike Classroom Teachers Association.
4. "Board" means the Board of Education of the Metropolitan School District of Pike Township.
5. "Corporation" means the Metropolitan School District of Pike Township.
6. "Salary" means the dollar amount corresponding to a teacher's position on the salary schedule listed in Appendix A.
7. "Teacher" means any certificated school employee under teaching contract with the Corporation for the 2018 – 2019 school year who is a member of the Association's bargaining unit.

B. Recognition. The Corporation recognizes the Association as the exclusive representative for all certificated classroom teachers, guidance counselors, instructional coaches, media specialists, and speech pathologists, excluding department chairs under teaching contract with the Corporation for the 2017 – 2018 School Year.

I. WAGES/SALARY.

A. Salary Range. The salary range is \$43,210 to \$86,623, not including current year increases or TRF contributions. The salary range for the 2018 – 2019 School Year, after the increases negotiated in this agreement, is listed in Appendix A.

B. Salary Increase. Salary Increases shall occur as specified in Appendix A.

C. Wage Payment Arrangement. Teachers may elect to receive payment of their basic salaries in either twenty-one (21) or twenty-six (26) biweekly pays. The most recent election will remain in effect until the teacher requests a change in writing to the business office not later than thirty (30) days prior to the start of the contract year.

D. Redistribution. Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend in the last payroll of the school year.

D. Extra-Curricular Pay Schedule. The extra-curricular activity pay schedule for the term of this Agreement is listed in Appendix B, and C. The number of positions listed in Appendix B and C are for informational purposes and were not bargained.

E. 3% Contribution. The Board shall contribute the 3% teacher's share of The Indiana Public Retirement System (formerly known as (ISTRF)). Total compensation includes extended contracts and/or extra duty and responsibilities as stipulated in Appendixes B and C.

F. Legislative, Executive or Regulation Restrictions. Any provision of this contract which cannot be put into effect due to legislation, executive order, or other regulations, dealing with wage and price stabilization shall become effective at such time, in such amount and for such periods, as will be permitted by law during the life of this contract.

G. Newly Hired Teachers. A newly hired teacher shall be placed on the new teacher salary schedule in the column and row that corresponds to comparable teachers based on similar years of experience and degree level.

H. Military Experience. For purposes of placement on the salary schedule, military experience shall be translated into teaching experiences as follows:

1. Eight months of either military experience or military experience combined with teaching experience shall be equivalent to one-year teaching experience, providing such service shall occur within the school year beginning July 1 and ending June 30.
2. Military experience substituted shall not exceed four years.
3. The provisions of this section shall apply to all veterans who took the oath of allegiance, wore the uniform, served in either combat or non-combat units, and were discharged under honorable conditions.

I. Ancillary Duty Mileage Reimbursement. Mileage shall be paid at the maximum rate allowed by the Internal Revenue Service in conformance with the State Board of Accounts regulations for any bargaining unit member whose assignment requires travel during a contract day. Mileage shall also be paid for bargaining unit members assigned as homebound instructors.

J. Ancillary Duty: Homebound Instruction/Compensation. Teachers who are under a valid teacher's contract with the MSD of Pike Township and who have signed a contract with the Pike schools for homebound instruction shall be paid at the teacher's hourly rate as determined by the base salary of said teacher.

K. Ancillary Duty Athletic Events Assignment. Teachers who work at athletic events shall be compensated at the rate of fifteen dollars (\$15) per assignment.

L. Ancillary Duty Teacher Compensation for Voluntary Supervision of Class. In the event that the district is unable to secure a substitute teacher for an absent teacher, another teacher may volunteer to supervise one or more of the absent teacher's classes. These supervision periods will be recorded and maintained in the school office and credited in one of the three below-listed manners.

1. A teacher may exchange one of these periods of service for the opportunity to conduct personal business in or outside of the school, during their personal preparation period.
2. A teacher may choose to accrue these periods of service into days of service, in one-half day increments, through the school year. If this alternative is selected, at the close of each semester (trimester), the teacher may choose to credit these days of service to their personal illness leave account.
3. If neither alternative 1 nor 2 is chosen at the close of each semester (trimester), the teacher may choose to accept compensation at a rate of \$40.00 per one-half day of service. A one-half day of service at the high school and middle school level is equal to three (3) periods of volunteer service, and at the elementary school level four (4) 48-minute periods of volunteer service.

M. Beginning Teacher Salary Advance. A beginning teacher (zero years of experience) will be given the option to receive a Two Thousand Dollar (\$2,000) advance on their salary on the third (3rd) Friday after the beginning of school and will be paid the remaining contract balance over twenty-one (21) or twenty-six (26) equal pays provided the teacher completes the contract. Other teachers who are new to the school district may be provided this advance if, in the discretion of the administration, circumstances establish an inordinate delay between their final pay from prior employment and their first pay by the school district.

N. Ancillary Duty Professional Development/Summer Stretch and Instructional Program Stipend. Teachers authorized compensation for participation in professional development activities will be paid at the rate of \$25 per hour. In addition, teachers are authorized compensation at the rate of \$25 per hour for providing instruction during Summer Stretch and other instruction outside of normal contract time and for serving as Fitness Center Supervisors at the secondary level.

O. National Board Certification Stipend. Stipends are provided outside of the compensation plan in accordance with the IEERB CBA Teacher Rubric, Updated June 2017 page 6. The corporation shall provide a stipend of \$1000.00 to any teacher who has obtained certification from the National Board for Professional Teaching Standards and become National Board Certified Teachers.

II. WAGE/SALARY—RELATED FRINGE BENEFITS.

II (A) LEAVES

A. General Rules Governing Leaves

1. A teacher on leave may continue membership in any group insurance program provided by the Board during the leave period, provided the prorated monthly premium that the Board is not responsible for is paid by the teacher from the time the teacher begins payment until one month after the leave terminates and the teacher returns to work.
2. The teacher shall have the right to return to a teaching position for which the teacher is certified or otherwise qualified in accordance with rules of the Commission on General Education.
3. A teacher who has obtained a leave of absence through fraud or misrepresentation shall forfeit all reemployment rights and be subject to discharge.
4. A teacher on leave of absence who receives unemployment benefits while on leave shall forfeit his/her leave of absence and his/her employment with the Board and shall be subject to termination.
5. Dismissal under #3 and #4 shall be in compliance with Indiana Code.
6. A teacher shall be given an accounting of their accumulated personal illness leave days and personal business leave days on each paycheck stub.
7. In addition to the rights granted in this section, teachers will receive all applicable rights granted to them under the Family Medical Leave Act.

B. Illness Leave

1. Number of Days. Each teacher shall be entitled to be absent from work on account of personal illness or family illness for a total of 14 days the first year and 12 days in each succeeding year of employment without loss of compensation. Family illness shall mean illness involving a person residing in the teacher's immediate household, or the teacher's parents, or children (IC 20-28-9-9).
2. Half-Day Segments. Illness leave may be taken in half-day segments. Such half-day segments must be taken at the beginning or end of the day and not during the middle of the day.
3. Transfer of Sick Days.
 - a. In the event the teacher shall have accumulated one or more days of sick leave in another school corporation in this state or another state (beginning in the 1994-95 school year; not retroactive to 1993-94 or before) and is then employed in this district, then there shall be added for the second year and each succeeding year of such employment up to three days of sick leave until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted (IC 20-28-9-10).
 - b. In the event the teacher transfers to this district from another school corporation, that teacher is entitled to transfer previous sick leave at the rate prescribed above whether that transfer results in continuous year-to-year employment or is interrupted (e.g., by attending graduate school, teaching at a university, etc.) this is construed to be a vested right of the teacher.
4. However, if the employee had received remuneration for the sick days as part of a severance benefit, then the Board is not obligated to transfer to this corporation those sick leave days for which the teacher was paid.
5. Accumulated Sick Leave
 - a. If, in any one school year the teacher shall be absent for such illness less than the stated number of days, the remaining days shall be accumulated to an unlimited number of days. Accumulated leave shall be used for personal illness leave only.

b. A teacher employed under contract for only a portion of the school year shall be entitled to a proportionate number of illness leave days, and unused days will be accumulated as specified herein.

c. Teachers on summer teaching employment shall be entitled to one additional illness day to be absent from work on account of personal illness and/or medical emergency. If this day is not used during summer teaching employment, it shall be added toward the unlimited accumulation.

6. Physician's Statement. The Board reserves the right to ask for and be given proper evidence of the authenticity of the reason given for the absence.

7. Absence due to injury incurred, including injury resulting from battery, in the course of performing duties as assigned by the MSD of Pike Township under a valid teacher's contract shall not be charged against the teacher's illness leave days. The Board of Education shall pay to such employee the difference between his/her salary and the salary benefits received under worker's compensation for the duration of such absence.

C. Personal Illness Leave Bank

1. **Purpose.** The purpose of the Voluntary Personal Illness Leave Bank is to provide personal illness leave for contributors to the Bank after their accumulated personal illness leave has been exhausted.

a). The Personal Illness Leave Bank shall be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information needed whereby the business office of the Metropolitan School District of Pike Township shall keep the records. This committee shall be titled the "Personal Illness Leave Bank Committee," and shall be composed of the following five (5) members:

- (a). One Administrative Services Center Administrator
- (b). One building level Administrator
- (c). Three teachers appointed by the Pike Classroom Teachers Association

b). In the event that a vacancy occurs on the committee, a replacement for the vacant position shall be selected from the appropriate group from which the vacancy occurred.

c). The chairperson of the committee shall be selected by the committee as a whole.

2. **Enrollment.** Enrollment in the Personal Illness Leave Bank by teachers shall be made in writing and open only during the first twenty (20) contract days of the school year or only during first twenty (20) contract days following the first day of employment for any teacher employed after the first contract day of the school year.

3. **Membership.** Membership shall be open to all teachers who wish to participate by contributing the individually required number of days.

4. **Administration of the Bank.** The Personal Illness Leave Bank shall be administered by the committee in accordance with the following process:

a). The Bank may be utilized only by the individual teacher contributing.

b). Days from the Bank may be utilized only for those days that the individual contributor would perform duties as assigned by the MSD of Pike Township under a valid teacher's contract.

c). Any teacher wishing to participate in the Bank shall initially donate one (1) day of his/her personal illness leave days to the Bank. Such donation shall be authorized in writing and directed to the Chief Financial Officer Management with a copy to the Association President.

d). All days, once donated to the Personal Illness Leave Bank, become the property of the Bank and shall not be refunded.

e). All requests to receive days from the Personal Illness Leave Bank must be submitted in writing to the Director of Human Resources along with a written statement from the teachers' physician stipulating:

- (1) the date the condition began;
- (2) the probable duration of the condition;
- (3) appropriate medical facts concerning the condition; and
- (4) a statement that the teacher is unable to perform his or her job functions

f). All requests must be approved by the Committee The Personal Illness Leave Bank Committee shall have the right to request additional information as needed to assist in reaching a decision on a particular case.

g). Any teacher submitting a request to use the Personal Illness Leave Bank must have made his/her proper contribution.

h). Leave days from the Personal Illness Leave Bank shall be used for any injury, illness, physical or mental condition requiring in-patient care in a medical facility or continuing treatment by a health care provider or where extenuating circumstances exist.

i). Periodic review by the committee of all Personal Illness Leave Bank use shall be made. No utilization may extend more than thirty (30) contract days without review by the committee. A teacher who is unable to perform his/her duties after the period for which personal illness leave had been approved through the Bank, may request for additional personal illness leave days. The maximum number of days allocated shall not exceed the total number of days for one contract year.

j). If the Bank falls below sixty (60) days during the year, each Personal Illness Leave Bank member shall be assessed one (1) additional day. A member who does not have any accumulated days left shall not be dropped from membership in the Bank, however, such member shall be assessed a day immediately when one is earned pursuant to this contract.

k). Membership in the Personal Illness Leave Bank shall be automatically continued from one school year to the next unless the member indicates in writing his/her election to withdraw from the Bank. Such withdrawal must be indicated during the annual enrollment period.

l). Personal illness leave days from the Personal Illness Leave Bank shall not be granted for the period of disability when monies are paid to the teacher under worker's compensation or long term disability insurance.

m). The Personal Illness Leave Bank Committee shall make its decision for approval or denial of request within ten (10) calendar days from the date of receipt of said request.

5. **Authorization of Days from the Bank.** The granting of Personal Illness Leave Days by a majority vote of the committee shall be in writing with a copy of such statement being forwarded to the office of Chief Financial Officer Management.

6. **Repayment of Days**

a). The teacher, who is the recipient for loan of days from the Bank, who remains in the employment of the MSD of Pike Township, shall repay the Bank the borrowed days at the rate of at least three (3) days per year until the loan has been repaid.

b). A recipient who leaves the MSD of Pike Township and still owes days to the Bank must transfer accumulated sick leave, personal business leave, and family illness leave days to the Bank as payment towards the loan.

D. Personal Business Leave

1. **Number of Days**

a). Each teacher shall be entitled to three days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of employment.

b). In cases where these days are not used, they will be accumulated as part of that teacher's sick leave.

2. **Requests for Personal Business.** A teacher may request a personal business day by submitting to the Superintendent, through the building principal, a written request which states the dates upon which the teacher requests personal business leave. Personal business days may be taken before or after a holiday or to extend any vacation or recess period due to extenuating circumstances as approved by the Superintendent or his designee. An extension of an employee vacation will be only one time within a two-year period except for an emergency situation.

3. **Summer Teaching Employment Utilization.** Teachers on summer teaching employment shall be eligible to use personal business leave on the same basis as is used during the regular school year; that is, a teaching day in summer school is equal to a regular school teaching day. No additional personal business days shall be granted for summer school.

4. **Half-Day Segments.** Personal business leave may be taken in half-day segments.

E. Bereavement Leave

1. In the case of death in the immediate family, the teacher shall be allowed leave with full compensation for up to six nonconsecutive contract days for grieving and attendance at services which may occur at a later date.

2. The leave shall be granted for the purpose of attending the last rites and attending to other personal matters of the immediate family member, providing, however, that said rites occur while said teacher is performing duties as assigned by the Board under a valid teacher's contract.

3. The immediate family is defined as spouse, child, parent, guardian or custodian, grandparents, grandchild, brother, sister, each similar relationship established by marriage and any other legal dependent.

4. A teacher shall be allowed one day of bereavement leave with full compensation to attend the last rites of an aunt, uncle, niece or nephew, and each similar relationship established by marriage.

5. One day of bereavement leave with full compensation shall be granted to a teacher who is directly involved in the funeral service, i.e. pallbearer, organist, of someone not listed above.

F. Jury Duty Leave. A teacher may serve on jury duty upon presenting a copy of the court order to his/her immediate supervisor. The Board shall pay the teacher his/her full salary less the actual amount per day paid by the court for such appearance. Those costs listed as meals, parking, or mileage shall be retained by the teacher. It is the teacher's responsibility to secure from the court and deliver to the business office verification of the court duty. Failure to provide proper verification will result in a loss of a day's salary for each unaccounted day. Deductions will be made on the next payroll period.

G. Maternity Leave

1. **Continuing Employment During Pregnancy.** Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the following:

2. **Requesting for and Duration of Maternity Leave.** Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent at least 30 days before the date on which she desires to start her leave.

3. **Certification of Pregnancy or Birth of the Child.** She 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.

4. **Emergency Situations.** In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided herein, immediately upon her request and certification of the emergency from an attending physician.

5. Sick Leave Utilization

a. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged at her discretion, to her available personal illness leave days. However, the teacher is not entitled to take accumulated personal illness leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay.

b. Personal Illness Leave may be charged only during the regular school term under approved maternity leave.

6. Execution of a Regular Contract While on Leave. The teacher and the school corporation shall execute a regular teacher's contract for each school year in which any part of the teacher's leave is granted, and the teacher shall have the right to return to a teaching position for which the teacher is certified or otherwise qualified in accordance with the rules of the Commission on General Education.

7. Altering Original Approved Leave. Maternity leave shall be granted for a definite stated period of time. Should extenuating circumstances cause the teacher to alter her original plans for leave, she shall submit such request to the Superintendent for consideration by the Board. Where the position and such substantially similar positions have been fulfilled by a teacher pursuant to a temporary or regular teaching contract, the teacher on leave will be considered for the next vacancy which occurs, provided that she is properly licensed and qualified.

8. Commencing and Terminating the Leave. Teachers are encouraged to commence and terminate such leaves to coincide with the end of the grading period unless it is determined by the teacher and her physician it is necessary to make other arrangements. The total length of the leave shall not violate IC 20-28-10-1.

9. Resignation. At any time when the teacher determines that she does not desire to resume teaching duties, the teacher shall notify the Superintendent accordingly.

10. Rights Granted by Statute for Maternity Leave. All rights under state or federal statutes, which apply to public employees, shall be granted to teachers who are on maternity leave.

H. Adoptive Leave. A leave of absence of up to one (1) year shall be granted by the Board for adoptive purposes. A maximum of five (5) days with pay shall be provided for such leave. The remainder of the leave shall be without pay, except the teacher may elect to have an additional fifteen (15) days of the leave with pay provided the teacher authorizes the deduction of the additional fifteen (15) paid days from the teacher's accumulated illness leave. Adoptive leave cannot be taken in conjunction with teaching summer school or intersession.

I. Military Leave. Military leave shall be granted to any teacher who is called to military service in any branch of the Armed Forces of the United States or the Reserves. Military leave and the rights of the teachers taking this leave shall be governed by applicable federal and state statute.

J. Sabbatical Leave.

1. A teacher who has achieved professional or established status with the School Corporation may be granted a sabbatical leave by the Board for a period not to exceed one year. The leave shall be granted without pay but the time of leave shall accrue as experience for retirement benefits.

2. A sabbatical leave shall be granted only for the following reasons: (1) study at an accredited college or university in a field directly related to a teacher's current or a future assignment which the Superintendent intends to make; (2) teacher exchange programs; and (3) Peace Corps or similar program. The Board may request and the teacher must provide verification at any time that the teacher's involvement is full-time.

K. Association Leave. The Association shall be granted a total of ten (10) days annually without loss of compensation or benefits for use by the Association president, or designated executive committee member(s), to perform work of the Association. If a substitute teacher is hired to fill a position during the Association leave day, the Association will reimburse the school corporation for the cost of that substitute.

II (B) INSURANCE and RETIREMENT

A. Coverage and Carrier. The current Group Health and Dental insurance coverage shall be continued until such time that the Association and the Board mutually agree to change the coverage.

B. Group Medical//Dental/Vision Insurance

1. The Board agrees to make available group health, dental and single vision insurance plans for all bargaining unit members who elect to participate in accordance with the plans.
2. The Board will make available employee plus 1 and family vision plans for bargaining unit members. The Board will contribute a dollar amount equal to the cost of a single vision plan towards the purchase of either of these two plans. If at the time of renewal data shows that the addition of these plans has adversely driven the cost of the single plan beyond normal trend for the single plan coverage, the Board and the Association will meet in an attempt to resolve any concern the Board may have about the increased cost. If the concern cannot be resolved, the employee plus 1 and family plans will no longer be offered. The Board will continue to offer the fully paid single plan.
3. The Board agrees to pay 100% of the cost of the annual single subscription premium less \$1.00 paid by the teacher for the health, dental and vision plans.
4. If the teacher elects employee plus 1 or family subscription participation, the Board agrees to pay 75% of the cost of annual subscription health and dental premiums.
5. If a teacher completes the entire school year of service and or is on approved leave and their insurance premiums are fully paid, his/her health, dental and vision insurance coverage shall continue through September 30 of that calendar year.
6. The board shall pay a proportional amount of insurance premiums for those teachers working less than a full contractual day. The proportional amount paid will be equal to the proportional amount of the contract.

C. Life Insurance. The Board shall provide term life insurance protection for each certificated employee in the amount of \$50,000 to be paid to the employee's designated beneficiary. The policy shall include accidental death and dismemberment provisions. A certificated employee who terminates services on dates effective during the school year will be dropped at the end of the month in which employment is completed. A new employee will be added to the list of insured at the beginning of the next month following his/her first day of employment, provided that he/she has properly completed and submitted the necessary forms to the business office prior to the last working day of the month employed. Additional term life insurance may be purchased by the teacher.

D. Long Term Disability Insurance. The Board shall provide Long Term Disability Insurance. LTD premiums are a taxable income to the teachers; benefits received are non-taxable according to the Internal Revenue Code. The policy shall include a maximum benefit of 66 2/3 percent of salary to age sixty-five after a 90 day waiting period and a cost-of-living adjustment.

E. Section 125. The Board shall provide Section 125 Generation I and Generation II.

F. Buy-Out for Pre 2004/2005 Teachers (Illness Days Remaining at Retirement). This Section applies only to teachers employed in the 2003/2004 school year by the School Corporation and teachers on approved leave in the 2003/2004 school year, but who did not retire at the end of that school year. For those teachers who did retire at the end of that school year, their benefits will be determined without regard to this section.

1. For each year starting with the 2004/2005 school year, if a teacher retires from the school corporation having completed at least ten (10) years of service with the school corporation and having attained at least age 50, any unused accumulated illness leave days as of the teacher's retirement date shall be bought out.
2. The buy-out shall be at \$40 per each unused accumulated illness day.

3. This amount shall be paid as follows:

- a). The first \$2,000 shall be paid to the retiring teacher as part of their final contract year payments.
- b). Any remaining amount shall be deposited at the end of that school year into the teacher's VEBA account.

4. This VEBA account shall be 100% vested at all times.

G. Buy-Out for Post 2003/2004 Hires. This Section applies only to teachers who are not eligible under paragraph F above.

1. For each year starting with the 2004/2005 school year, each eligible teacher will receive an allocation for their year of service.

2. This allocation shall be 0.5% of the teacher's base salary scale amount for that year.

3. Each eligible teacher's allocation will be deposited no later than the end of that school year. One-half of that amount will be deposited into an account for that teacher in a 401(a) plan and one-half of that amount into an individual VEBA account.

4. These 401(a) plan accounts and VEBA accounts will be vested when the teacher completes ten (10) years of service with the school corporation. The teacher's 401(a) plan account and VEBA account will be 100% vested if the teacher dies while actively employed by the school corporation, or if the teacher is disabled under the school corporation's long-term disability plan.

H. VEBA Forfeitures. This section only applies to teachers employed in the 2003/2004 school year by the school corporation and teachers employed or on approved leave during the current school year.

1. For each year starting with the current school year, any forfeitures from any individual's VEBA account identified to be disbursed to participants per the plan document shall be reallocated among the remaining teachers eligible under this section.

2. Reallocation of funds shall be determined using the following steps:

- a. Sum the total of remaining active participants.
- b. Sum the participants' total years of service at Pike Schools.
- c. Sum the total forfeited dollars.
- d. Divide "c" by "b"; express in dollars
- e. "d" shall be allocated for each year of each participant's service to Pike Schools.

3. The reallocation of forfeitures shall be completed and money deposited into participating teachers' VEBAs by June 30 of each year.

- Example:
- a. 397
 - b. 8,483 total years of service by 397 total participants
 - c. \$450,000 forfeited dollars
 - d. \$53.05; amount each participant receives for each year of service
 - e. Teacher A has 34 years of service - $\$53.05 \times 34 = \1803.70
Teachers B has 11 years of service - $\$53.05 \times 11 = \583.55

II (C) EXPANDED CRIMINAL HISTORY CHECK. The School Corporation shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the Corporation or per IC 20-26-5-10.

III. GRIEVANCE PROCEDURE.

A. Definition

1. A grievance is defined as an alleged violation of a specific Article or Section of this Master Contract.
2. A grievant shall be any bargaining unit employee accompanied by an Association representative(s) of his/her choice, or the Association, who may file a grievance and process it through the following procedure.
3. All days referred to in this Article are contract days except during non-contract time during the summer when days shall be calendar days excluding Saturdays and Sundays.

B. Procedure

1. Informal. Within 30 days of the time the grievant knew or should have known a grievance has occurred, the grievant either shall, directly or accompanied by his Building Representative, orally present the grievance to his immediate supervisor during non-teaching hours. Within five days after presentation of grievance, the immediate supervisor shall give an oral response to the grievant.
2. Step One.
 - a). Within ten (10) days of the oral answer, if the grievant is not satisfied, the grievant shall prepare a "Statement of Grievance", sign the grievance and present it to the immediate supervisor on the form provided in Appendix E of this Master Contract.
 - b). The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Master Contract alleged to be violated, shall state the contention of the employee and of the Association with respect to these provisions, and shall indicate the specific relief requested.
 - c). Within ten days after receiving the grievance, the Supervisor shall communicate his answer in writing to the grievant and the appropriate Association representative.
3. Step Two
 - a). If the grievant is not satisfied with the Step One response, the grievant may, within ten (10) days of receipt of Supervisor's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant. A copy shall be given to the Supervisor involved at the same time.
 - b). The Superintendent or his designated representative shall respond to the grievant and the Association representative in writing within ten (10) days after receipt of the "Statement of Grievance". If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent or his designated representative and the Association.
 - c). Within fifteen (15) days prior to the date set for the arbitration hearing, a pre arbitration conference may be held between the Superintendent or his designated representative and the Association to reach a settlement on the issues.

C. Appearance and Presentation

1. Hearings held under this procedure 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. Such hearing shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.
2. The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
3. If the grievance arises from an action of authority higher than the immediate supervisor, the employee may present such grievance at Step Two of this procedure.

4. Time limits provided in this Master Contract may be extended by mutual agreement when signed by the parties.
5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of this procedure.
6. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the administrator's answer at the previous step.

D. Arbitration

1. Within 30 days after receipt of the decision of the Superintendent or his designated representative, the Association, upon written notice to the Superintendent, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.
2. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party.
3. Within ten (10) days prior to the date set for the arbitration hearing, a pre-arbitration conference may be held at the request of either party. At said conference, the parties shall be afforded full discovery, exchange of witness lists, documentary evidence, and attempt to reach agreement on the issues.

E. Powers of the Arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the Specific Articles and Sections of this Master Contract.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Master Contract.
2. He/she shall have no power to establish salary structures or change any salary, except claims for back pay as a result of misplacement on the salary schedules.
3. He/she shall have no power to rule on any of the following:
 - a). The termination of services of or failure to reemploy any non-tenure employee.
 - b). The termination of services or failure to reemploy any employee to a position on the extra-curricular schedule.
4. He shall have no power to change any practice, policy, or rule of the Board unless it is in violation of this contract.
5. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
6. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, the administration, and the Board.
7. 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 party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
8. Except for claims for back pay, all grievances shall be filed within thirty contract days of the time the grievance arises.
 - a). All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, plus interest less any unemployment or other compensation that he/she may have received from any source during the period of the back pay.

b). No decision in any one case shall require a retroactive wage adjustment in any other case.

9. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in the Master Contract.

IV. DURATION

A. This Master Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the School Board and the Association and constitute the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

B. This Master Contract shall be effective upon acceptance by both parties and shall continue in effect until June 30, 2019.

This Agreement is so attested to by the parties whose signatures appear below:

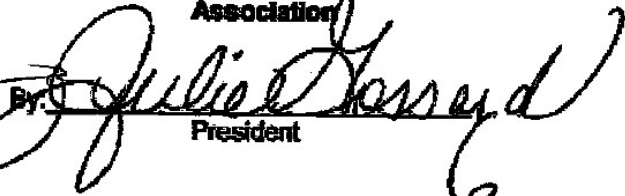
**Board of Education
Metropolitan School District of Pike Township**

By: 
President

By: 
Spokesperson

By: 
Superintendent

**Pike Classroom Teachers
Association**

By: 
President

By: 
Bargaining Chairperson

Board Approval Date: October 11, 2018

PCTA Ratification Date: October 4, 2018

APPENDIX A: COMPENSATION MODEL FOR 2018-2019

A. Salary Range

- a. The salary range, prior to any increases provided pursuant to this agreement, is \$42,363 to \$86,623, not including current year increases or TRF contributions. The base salary range for teachers for the 2018 – 2019 school year, after increases negotiated in this agreement, is from \$43,210 - \$88,355,

B. Base Salary Increases

- a. **General Eligibility.** A teacher who received an evaluation rating of effective or highly effective in the prior school year is eligible for a salary increase. Other than those teachers eligible for a raise per IC 20-28-9-1.5(d), those who received an ineffective or improvement necessary rating in the prior school year shall remain at their prior year's salary and shall not be placed on the new salary table.
- b. **Factors and Definitions**
 - i. Years of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
 - ii. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior school year. The exception would be those that are eligible for a raise per IC 20-28-9-1.5(d)
- c. **Distribution** – Percentage awarded for each factor to the teacher's 2017-2018 base salary:

Evaluation	1.5%
Experience	0.5%

- d. The experience and/or education factor amounts to 25% of the maximum available salary increase (0.5/2.0).

C. Redistribution

- a. Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend in the last payroll of the school year.

D. Life-Long Learning Stipend.

- a. **Eligibility:** In order to be eligible for this one-time stipend, the teacher must receive an evaluation rating of effective or highly effective in the prior school year. The Board, upon receipt of an official transcript or statement from a regionally accredited institution verifying graduate credit beyond the Master's Degree, shall pay in accordance with the following criteria:
 - i. This training may be either graduate or undergraduate, but it must be taken after completion of the Master's Degree and meet the following requirements:
 1. Graduate training must be in the subject matter area in which the teacher is working or a related area, which would improve the teacher's performance in his/her area of work.
 2. A classroom teacher may receive credit for graduate courses in education providing he/she received the approval of the Superintendent or his designee.
 3. Undergraduate courses will be accepted, providing they will aid the teacher in performing assigned duties and providing he/she receives the approval of the Superintendent or his designee.
- b. An official transcript reflecting the additional course work is required. Adjustments shall be provided twice per school year, and shall be submitted prior to the first and/or second semesters, whichever is applicable.

- E. **Distribution:** \$260 per annum for one (1) six-semester hour increment. A maximum of ten increments may be awarded.

The following sections pertaining to the salary table (Sections F through H) are included for informational purposes only, and are not included as part of this Agreement's compensation plan:

F. Definitions:

Under Indiana Code 20-28-9.1.5, a compensation model must use a combination of the following factors: Experience/Degree Attainment, Teacher Evaluation, Leadership and Meeting Academic Needs of Students. This model maintains a salary table using teacher evaluation and meeting the academic needs of students.

Evaluation: A teacher is eligible for an increase in salary under this factor if the teacher was employed by the school corporation during the previous school year and did not receive an evaluation rating of "ineffective or needs improvement for that year, unless the teacher is eligible pursuant to IC 20-28-9-1.5(d).

Academic Needs: A teacher is eligible for an increase in salary under this factor if that teacher earns additional content area degree or credit hours beyond the requirement for employment. Eligible content areas are any content area, as defined by the Indiana Department of Education, in which the teacher currently teaches or any other content area as approved by the Superintendent. This factor is limited to 33% of any available increase.

Tier 1: Teachers who have earned the minimum qualification necessary for a teacher to be employed as a classroom teacher by the school corporation will be placed in Tier 1

Tier 2: Teachers who have met the academic needs of students by earning a bachelor's degree plus fifteen credits shall earn movement from Tier 1 to Tier 2

Tier 3: Teachers who have met the academic needs of students by earning a master's degree shall earn movement from Tier 2 to Tier 3.

G. Salary Schedule Movement

Provided adequate funding exists, movement on the salary schedule can occur for two reasons. There is no diagonal movement. Movement can only occur to the right or down. Once a teacher reaches a column, the teacher will remain in that column until the teacher meets the requirements listed to move to another column on the right.

- a. Eligibility: Per IC 20-28-9-1.5, teachers rated "ineffective" or "needs improvement" for the previous school year, shall remain at the same salary they received in in that previous school year, except those who are eligible per IC 20-28-9-1.5(d).
- b. Movement down one (1) row: Evaluation
If a teacher is not eligible for a column change and the teacher's evaluation is not in the bottom two performance categories ("ineffective" or "needs improvement") the teacher will move down one (1) row in the column in which s/he is currently placed.
- c. Movement over to the right one (1) column: Academic Needs
If the teacher qualifies for a column change, and the teacher's evaluation rating is not in the bottom two performance categories ("ineffective" or "needs improvement") the teacher will move one column to the right. The teacher's degree or hour's attainment does not account for more than 33% of the teacher's increase or increment.
- d. The total increase available because of movement on the salary table in a given year is a raise of 3.732%. Of that total increase 2.5% of the raise is due to the evaluation factor and 1.232 % is due to the academic needs factor. $1.232/3.732$ establishes that the increase for column movement is 33%, and thus less than the statutory limit of 33.33% for the possession of educational credentials.

H. Notification of Lane Change

A Teacher must notify in writing and verify to the Superintendent any additional credit hours or degrees earned that qualify the teacher for a column change on the salary table prior to October 1st annually.

For the 2018-2019 school year, the parties determined that insufficient funds exist for movement on the salary table.

2018-2019 Salary Table			
Row	Tier 1	Tier 2	Tier 3
A	43,210	44,823	46,496
B	44,291	45,944	47,658
C	45,398	47,092	48,849
D	46,533	48,270	50,071
E	47,696	49,476	51,322
F	48,890	50,713	52,605
G	50,111	51,981	53,920
H	51,364	53,281	55,268
I	52,648	54,613	56,651
J	53,964	55,978	58,067
K	55,314	57,377	59,518
L	56,696	58,812	61,006
M	58,113	60,282	62,531
N	59,566	61,790	64,095
O	61,056	63,334	65,697
P	62,581	64,917	67,339
Q	64,147	66,540	69,023
R	65,750	68,203	70,749
S	67,393	69,909	72,517
T	69,080	71,657	74,330
U	70,805	73,448	76,189
V	72,575	75,284	78,093
W	74,391	77,166	80,046
X	76,250	79,096	82,046
Y	78,156	81,073	84,097
Z	80,111	83,099	86,200
AA	82,113	85,177	88,355

APPENDIX B: ADDITIONAL PAY FOR EXTRA DUTIES AND RESPONSIBILITIES

Assignments on the additional pay for extra duties and responsibilities will be made annually at the **sole discretion of the Board** and are not subject to the grievance procedure. A separate ECA contract will be issued for each ECA position listed on this schedule. These ECA contracts must be signed prior to the beginning of the assignment. Compensation for these assignments will be paid in two installments, the first at the mid-point of the season and the second at the normal conclusion of the season. Assignments may be split between staff members when mutually agreed to and approved by building principal. The number of positions listed below are for informational purposes and were not bargained.

In the event that insufficient students choose to participate and a given program is canceled, the teacher involved will render his/her contract to the Superintendent and receive a revised contract deleting the extra pay for extra duty.

	<u>Building Total</u>	<u>District Total</u>
CATEGORY I: (\$13,000)		
Basketball, Boys Head Coach - HS	1	1
Basketball, Girls Head Coach - HS	1	1
Football, Boys Head Coach - HS	1	1
CATEGORY II: (\$5,780)		
Baseball, Head Coach - HS	1	1
Cross Country, Boys Head Coach - HS	1	1
Cross Country, Girls Head Coach - HS	1	1
Football, Defensive Coordinator - HS	1	1
Football, Offensive Coordinator - HS	1	1
Soccer, Boys Head Coach - HS	1	1
Soccer, Girls Head Coach - HS	1	1
Softball, Head Coach - HS	1	1
Swimming, Boys Head Coach - HS	1	1
Swimming, Girls Head Coach - HS	1	1
Tennis, Boys Head Coach - HS	1	1
Tennis, Girls Head Coach - HS	1	1
Track, Boys Head Coach - HS	1	1
Track, Girls Head Coach - HS	1	1
Volleyball, Head Coach - HS	1	1
Wrestling, Head Coach - HS	1	1
CATEGORY III: (\$5,009)		
Basketball, Boys Assistant Coach - HS	5	5
Basketball, Girls Assistant Coach - HS	5	5
Football, Tier 1 Assistant Coach - HS	8	8
Golf, Boys Head Coach - HS	1	1
Golf, Girls Head Coach - HS	1	1
CATEGROY IV: (\$3,468)		
Baseball, Assistant Coach - HS	3	3
Football, Tier 2 Asst. Coach - HS	4	4
Cheerleading, Head Coach Fall - HS	1	1
Cheerleading, Head Coach Winter - HS	1	1
Cross Country, Boys Assistant Coach - HS	1	1
Cross Country, Girls Assistant Coach - HS	1	1
Golf, Boys Assistant Coach - HS	1	1
Golf, Girls Assistant Coach - HS	1	1
Soccer, Boys Assistant Coach - HS	3	3
Soccer, Girls Assistant Coach - HS	3	3
Softball, Assistant Coach - HS	3	3
Swimming, Boys Assistant Coach - HS	2	2
Swimming, Girls Assistant Coach - HS	2	2
Tennis, Boys Assistant Coach - HS	1	1

	<u>Building Total</u>	<u>District Total</u>
Tennis, Girls Assistant Coach - HS	1	1
Track, Boys Assistant Coach - HS	3	3
Track, Girls Assistant Coach - HS	3	3
Volleyball, Assistant Coach - HS	3	3
Wrestling, Assistant Coach - HS	3	3
 CATEGORY V: (\$3,083)		
Baseball, Head Coach - MS	1	3
Basketball, Boys 7 th Grade Head Coach - MS	1	3
Basketball, Boys 8 th Grade Head Coach - MS	1	3
Basketball, Girls 7 th Grade Head Coach - MS	1	3
Basketball, Girls 8 th Grade Head Coach - MS	1	3
Cheerleading, Assistant Coach Fall - HS	2	2
Cheerleading, Assistant Coach Winter – HS	2	2
Cheerleading, 7 th Grade Head Coach – MS	1	3
Cheerleading, 8 th Grade Head Coach – MS	1	3
Cross Country, Boys Head Coach - MS	1	3
Cross Country, Girls Head Coach - MS	1	3
Football, 7 th Grade Head Coach - MS	1	3
Football, 8 th Grade Head Coach - MS	1	3
Soccer, Boys Head Coach – MS	1 district coach	1
Soccer, Girls Head Coach – MS	1 district coach	1
Softball, Head Coach - MS	1	3
Swimming, Boys/Girls Head Coach - MS	1 district coach	1
Tennis, Boys Head Coach - MS	1	3
Tennis, Girls Head Coach - MS	1	3
Track, Boys Head Coach - MS	1	3
Track, Girls Head Coach - MS	1	3
Volleyball, 7 th Grade Head Coach - MS	1	3
Volleyball, 8 th Grade Head Coach – MS	1	3
Wrestling, Head Coach - MS	1	3
 CATEGORY VI: (\$2,312)		
Auxiliary Coach - MS	3	9
Baseball, Assistant Coach - MS	1	3
Basketball, Boys 7 th Grade Assistant Coach - MS	1	3
Basketball, Girls 7 th Grade Assistant Coach - MS	1	3
Basketball, Boys 8 th Grade Assistant Coach - MS	1	3
Basketball, Girls 8 th Grade Assistant Coach -MS	1	3
Certified Weight Trainer Fall - HS	1	1
Certified Weight Trainer Winter - HS	1	1
Certified Weight Trainer Spring - HS	1	1
Certified Weight Trainer Summer - HS	1	1
Football, 7 th Grade Assistant Coach - MS	1	3
Football, 8 th Grade Assistant Coach - MS	1	3
Soccer, Boys Assistant Coach – MS	1 district coach	1
Soccer, Girls Assistant Coach – MS	1 district coach	1
Softball, Assistant Coach - MS	1	3
Swimming, Boys/Girls Assistant Coach - MS	2 district coaches	2
Track, Boys Assistant Coach - MS	1	3
Track, Girls Assistant Coach - MS	1	3
Volleyball, 7 th & 8 th Grade Assistant Coach	1	3
Wrestling, Assistant Coach - MS	1	3
 CATEGORY VII: (\$1,927)		
None		

APPENDIX C: ADDITIONAL PAY FOR EXTRA DUTIES AND RESPONSIBILITIES

Assignments on the additional pay for extra duties and responsibilities are made annually at the sole discretion of the Board and are not subject to the grievance procedure.

A separate ECA contract will be issued for each ECA position listed on this schedule. These ECA contracts must be signed prior to the beginning of the assignment. Compensation for these assignments will be paid in equal installments. Assignments may be split between staff members when mutually agreed to and approved by building principal. The number of positions listed below are for informational purposes and were not bargained.

In the event that insufficient students choose to participate and a given program is canceled, the teacher involved will render his/her contract to the Superintendent and receive a revised contract deleting the extra pay for extra duty.

	<u>Building Total</u>	<u>District Total</u>
CATEGORY IA: (\$9,634)		
Band, Director - HS	1	1
CATEGORY IIA: (\$7,707)		
Band, Associate Director – HS	1	1
Choral, Director – HS	1	1
Orchestra & Strings, Director – HS	1	1
CATEGORY II: (5,780)		
Choral, Assistant Director – HS	1	1
Dance Team, Director – HS	1	1
CATEGORY III: (\$5,009)		
None		
CATEGORY IV: (\$4,239)		
Dramatics, Director – HS	1	1
Instrumental, Assistant Director – HS	1	1
Orchestra & Strings, Assistant Director – HS	1	1
CATEGORY V: (\$3,468)		
Band, Director – MS	1	3
Choral, Director – MS	1	3
Choral, Gospel Choir Director – HS	1	1
Choral, Choreography Director – HS	1	1
Marching Guard, Director – HS	1	1
Orchestra & Strings, Director – MS	1	3
Winter Guard/Flag Team, Director – HS	1	1
CATEGORY VI: (\$2,312)		
Academic Competition, Coach - HS	1	1
Dance Team, Assistant Director – HS	1	1
Drama Club, Sponsor – HS	1	1
Drum Line, Assistant Director – HS	1	1
Greenhouse, Coordinator – HS	1	1
Greenhouse, Coordinator – MS	1 (NAN only)	1
Intramural, Program Coordinator – HS	1	1
Musical, Director – HS	1	1
Musical, Choreographer – HS	1	1
Outdoor Lab, Coordinator – HS	1	1
Outdoor Lab, Coordinator – MS	1	3

	<u>Building Total</u>	<u>District Total</u>
Stage Director – HS	1	1
Theater, Director – HS	1	1
Yearbook, Sponsor – HS	1	1
CATEGORY VII: (\$1,927)		
Academic Competition, 6 th Grade Head Coach - MS	1	3
Academic Competition, 7 th Grade Head Coach - MS	1	3
Academic Competition, 8 th Grade Head Coach - MS	1	3
Academic Competition, Assistant Coach - HS	1	1
Business Professionals of America (BPA), Sponsor – HS	2	2
Robotics Team, Sponsor – HS	2	2
Speech Team, Coach	1	1
CATEGROY VIII: (\$1,541)		
Drama, Assistant Director – HS	1	1
Drama, Director – MS	1	3
School Newspaper, Sponsor – HS	1	1
CATEGORY IX: (\$1,156)		
Class Advisor, Senior – HS	1	1
Class Advisor, Junior – HS	1	1
Music Director - Elementary	1	9
Quiz Team, Sponsor – Elementary	1	9
Quiz Team, Sponsor – HS	2	2
Quiz Team, Sponsor – MS	1	3
Student Council, Sponsor – MS	1	9
Student Council, Sponsor – HS	1	1
Yearbook, Sponsor – MS	1	3
CATEGORY X: (\$771)		
Class Advisor, Sophomore – HS	1	1
Class Advisor, Freshman – HS	1	1
Drama, Assistant Director – MS	1	3
Extended Activities – Elementary	Max 9 per school	81
Extended Activities – MS	Max 29 per school	87
Extended Activities – HS	Max 35	35
Intramural Program, Coordinator – Elementary	1	9
Intramural Program, Coordinator – HS	1	1
Special Olympics, Coach – HS	1	1

APPENDIX D: GRIEVANCE FORM

Grievance No _____ Date: _____

Employee: _____

Building: _____ Subject or Grade: _____

Date Hired: _____ Position: _____

Nature of Grievance:

Settlement Desired:

Signed: _____ Signed: _____
Grievant Association Representative

Administrative Reply:

Date: _____ Signed: _____