# Collective Bargaining Agreement between the Bartholomew Consolidated School Corporation and the Columbus Educators Association

July 1, 2017 to June 30, 2019



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#### ARTICLE I RECOGNITION

#### Section 1.

The Bartholomew Consolidated School Corporation Board of School Trustees, hereinafter called the "Board", hereby recognizes the Columbus Educators Association, hereinafter called the "Association", as the exclusive bargaining agent, as provided in Section 2, below, of part-time and full-time certificated employees licensed by the Indiana Department of Education and under regular contract with the Bartholomew Consolidated School Corporation except: the Office of the Superintendent of Schools, Assistant Superintendents, Elementary Principals, Secondary Principals, Directors of Curriculum and Instruction, Secondary Assistant Principals, Elementary Assistant Principals, all Middle/High School Department Chairpersons, High School Athletic Directors, Assistant Director of Special Education, Director of Bartholomew Special Services Cooperative, Director of Vocational Education, Director of Adult Education, and Director of Technology.

#### Section 2.

Such representation is and shall be in accordance with the provisions of Acts 1973, P.L. 217, an Act concerning Collective Bargaining between School Corporations and their Certificated Employees and Senate Enrolled Act 1.

#### Section 3.

This Agreement sets forth the terms and conditions to which each party agrees to be bound.

#### Section 4.

When used in this Agreement, the word "teacher" shall refer to certificated employees as defined under Ind. Code § 20-29-2-4 and identified in Section 1 of this Article as included in the bargaining unit. This Agreement shall cover only those certificated employees included in the bargaining unit.

#### Section 5.

It is understood that the Association has an affiliation with certain other organizations, to wit: the Indiana State Teachers Association and the National Education Association.

#### ARTICLE II SALARY AND WAGE PROVISIONS

#### Section 1.

The performance-based compensation plan is set forth in Appendix A, which is attached hereto and incorporated herein as a part of this Agreement.

#### Section 2.

The starting salary for teachers for employment or re-employment is set forth in Appendix A-1, which is attached hereto and incorporated herein as a part of this Agreement.

#### **Section 3. Pay Options**

Basic salaries for teachers shall be paid according to the following options:

- A. Twenty-six (26) equal installments.
- B. Twenty-six (26) equal installments with teachers having the option of receiving the balance of their checks on the last payday before the close of school on the last teacher day of the school year. The teacher selecting this option must notify the Business Office in writing no later than February 1 of the school year.
- C. New teachers will be paid in twenty-seven (27) equal installments for the first year of employment and will be paid according to options Article II, Sections 3 A or B thereafter.

### Section 4. Compensation for Extended Contracts, Non-Athletic Assignments, and Athletic Assignments

- A. Compensation for non-classroom and extra-curricular responsibilities are set forth in Appendices B and C which are attached hereto and incorporated herein as a part of this Agreement. Such salary schedules for additional compensation shall remain in full force and effect for the term of this Agreement.
- B. It is understood personnel paid stipends or with extended contracts will have duties that fall outside of the regular school day and school year.

#### **Section 5. Ancillary Duty Pay**

- A. Each teacher directed to take part in in-service training, curriculum writing, workshops, or training seminars which take place outside of regular school hours, will be reimbursed at the rate of Twenty Dollars (\$20.00) per hour of actual attendance in such training. Any teacher who is required to give up his regularly scheduled plan time for a required meeting or assignment as verified by the building principal or program director shall receive the \$20 curriculum rate of pay for this period.
- B. Teachers who are scheduled to supervise extracurricular athletic events when there is an admission fee charged will be paid at least \$10.00 per event worked. Duties such as graduation, dances, PTO sponsored events and other unpaid activities that require teacher supervision will be filled on a voluntary basis.
- C. Posted Bus Duty positions that extend beyond the normal school day will be paid at the hourly rate of Fifteen Dollars (\$15.00) per hour.

#### **Section 6. Payroll Deductions**

Upon appropriate written authorization from the teacher on a form acceptable to the Board, the Board shall deduct from the salary of said teacher and make appropriate remittance for contributions including, but not limited to, the following: for retirement plan contributions (including INPRS), credit union, savings bonds, insurances, Health Savings Account, Teacher Association dues and contributions to IPACE, and teacher retirement.

#### Section 7. Teacher Retirement Fund Board Contribution

The Board will contribute three percent (3%) of a teacher's gross salary to the Indiana Public Retirement System (INPRS) on behalf of each teacher. The INPRS contribution is based on total school corporation compensation to the teacher during the year.

# ARTICLE III OTHER WAGE RELATED FRINGE BENEFITS

#### **Section 1. General Insurance Provisions**

- A. The Bartholomew Consolidated School Corporation Health Trust ("Trust") was established by the Board to hold, invest and reinvest trust funds; and pay benefits under the health and dental plan from the assets of the Trust. The Trust is regulated by the Trust Agreement, effective January 1, 1994, as amended.
- B. The coverage provided and effective dates of such coverage under insurance programs offered to eligible teachers under this Agreement are set forth in separate insurance policies. The provisions of such policies shall outline the coverage and effective dates in the event of any dispute concerning same.
- C. As the parties determine they shall meet for the purpose of reviewing the insurance programs provided pursuant to this agreement and to discuss such programs to assist the employer in determining whether or not it may be desirable to rebid such programs or to consider new programs at the appropriate time. Unless required to comply with applicable laws, any material changes in the insurance programs provided pursuant to this agreement including but not limited to the carrier, coverage or employee contribution level may only be made by mutual agreement of the parties in accordance with Article VIII of this agreement.
- D. The effective date of insurance coverage for new teachers shall correspond to the effective date of the new teachers' contract and receipt of the new teachers' enrollment form to the Office of Personnel. The effective date of insurance coverage for teachers changing from one plan to another plan shall be no later than two (2) weeks after date of receipt of the required premium and teacher's enrollment form to the personnel office. It is understood any coverage is subject to the provisions of the insurance contract, and that the contract in event of conflict with this agreement shall control.
- E. A teacher must regularly work a minimum of 50% of a contractual work week to be eligible for participation in any benefit plans under this Article and must pay a pro-rated amount of premium for these benefit plans based on the percentage worked.
- F. Spouses of teachers are not eligible for health plan if the spouse is eligible to participate in a health plan through his/her employer. Spouses of teachers are not eligible to participate in Bartholomew Consolidated School Corporation's ("BCSC" or "School Corporation") dental and vision plan if the spouse is eligible for such plan through his/her employer. A HIPAA qualifying event will allow a spouse an opportunity to enroll in the health plan. If a teacher is found to be in violation of this provision, the claims for the spouse will be the responsibility of the spouse from the time the spouse was eligible for coverage under another plan.

#### **Section 2. Group Life Insurance**

- A. The Board shall offer \$55,000 of Group Term Life Insurance and \$55,000 in Accidental Death and Dismemberment coverage for eligible teachers. Such coverage will offer the same benefits as previously existed. An age reduction schedule after the attainment of age 70 will apply. All insurance will terminate upon retirement with the ability to apply for conversion. Life insurance also terminates for events such as last day of employment.
- B. The Board shall pay 100% minus \$2.00 of the annual premium of the Group Life and Accidental Death and Dismemberment coverage.

#### **Section 3. Health Insurance**

- A. The health insurance coverage provided hereunder shall continue during the term of this Agreement.
- B. Effective Jan. 1, 2018, the School Corporation's share of the total health premium, the base rates for the 2017-2018 school year, and the employee premiums will be:

	Employer Contribution to Employee Health Premiums	2017 Employee Premiums			2018 Employe Premiums			-	
		Per Pay Annual (26 pays)		· · · · · · · · · · · · · · · · · · ·		Annual		Per Pay (6 pays)	
Option #1									
Single	87.14%	\$	805.76	\$	30.99	\$	821.88	\$	31.61
Family	87.09%	\$	2,210.84	\$	85.03	\$	2,255.06	\$	86.73
Single - Wellness		\$	524.76	\$	20.18	\$	571.88	\$	22.00
Family - Wellness		\$	1,929.84	\$	74.22	\$	2,005.06	\$	77.12
Family & Spouse - Wellness			N/A		N/A	\$	1,755.06	\$	67.50
Option #2									
Single	77.50%	\$	2,028.57	\$	78.02	\$	2,069.14	\$	79.58
Family	75.00%	\$	6,372.70	\$	240.30	\$	6,672.70	\$	245.10
Single - Wellness		\$	1,732.57	\$	66.64	\$	1,819.14	\$	69.97
Family - Wellness		\$	5,941.74	\$	228.91	\$	6,122.70	\$	235.49
Family & Spouse - Wellness			N/A		N/A	\$	5,872.70	\$	225.87

There will be multiple options eligible teachers can choose from for their health coverage. Each of these options are listed in Appendix F. A mail order prescription is for a 90-day supply. The option a teacher selects is effective until the next open enrollment. There will be available wellness plan options that will have participation requirements.

- C. A wellness option continues for teachers and spouses enrolled in the health plan. It consists of a reduction in the teacher's premium of \$250 per year for single coverage and \$500 per year for those on a family plan with both the employee and spouse completing the wellness requirements. To be eligible for the wellness option, the teacher must complete a biometric screening (BMS) and a health risk assessment (HRA) by July 31, 2018. With open enrollment in November, those teachers who complete these two assessments can sign up for the wellness option for any particular health plan they choose. While the premium will be reduced by \$250 or \$500 for the year, there are three other requirements that must be met by July 31: (1) meet with a health coach to review the results of the BMS and HRA and set goals; (2) complete a dental and vision exam, and (3) have an annual physical with a primary care physician. If any of these three additional conditions are not met, the \$250 or \$500 will be added back to the teacher's premium and paid over the balance of 2018. The Trust will review data, as it is available, to make improvements to the wellness program for 2019 and future years.
- D. The teacher must elect to participate by executing the proper forms at the time of initial employment. The teacher shall have 30 days from initial employment to enroll in the benefit plans. Enrollment forms will be available on the BCSC webpage. If a teacher chooses not to enroll in the health insurance, or drops coverage for any reason (including, but not limited to leaves of absence) the ability to apply for coverage will be available only during each annual open enrollment and a HIPPA qualifying event.

- E. In order to promote a self-insured Health-Trust that is appropriately reserved, the premium-equivalent for each of the health plan options will be set based on a least 90% of the expected costs up to the then current aggregate level as determined by the stop loss insurance carrier and the third-party administrator for that year. If reserves at the time teacher premium equivalents are set for the immediately following calendar year are expected to end the current year at less than 30%, premiums will be based on 100% of expected costs plus the difference between 30% and where reserves are expected to be at the end of the current year, but no higher than the then current aggregate level. The Health Trust will be considered to be appropriately reserved when cash and investments for the Trust equal 30% of expected claims for a given year. At the end of each calendar year, if expected cash and investments exceed 30% of the-immediately following calendar year's expected claims, then 50% of these funds can be used to "buy down" the premium-equivalent rates for the immediately following calendar year.
- F. The Board shall allow teachers who retire before the age of sixty-five (65) years to continue to participate in the health plan as required by Indiana state law. The premium shall be paid by the retired teacher. The teacher must be fifty (50) years of age and have ten (10) years of service in the School Corporation or over fifty-five (55) years of age with at least five (5) years of service in the School Corporation. A retired teacher's eligibility to continue insurance ends when the teacher becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq., or when the School Corporation terminates the health plan. A retired teacher who is eligible for coverage may elect to have the teacher's spouse covered (subject to Spousal Exclusion as stated in Section 1, F, of this Article) under the health plan at the time the teacher retires. If a retired teacher's spouse pays the amount the retired teacher would have been required to pay for coverage selected by the spouse, the spouse's subsequent eligibility to continue insurance under this section is not affected by the death of the retired teacher. The surviving spouse's eligibility ends on the earliest of the following:
  - (1) When the spouse becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq.
  - (2) When the School Corporation terminates the health plan.
  - (3) Two (2) years after the date of the teacher's death.
  - (4) The date of the spouse's remarriage.

#### **Section 4. Dental Insurance**

Each teacher and his/her immediate family members may elect to be covered by a dental plan paid for by the Board at fifty percent (50%) of the family premium rate and fifty percent (50%) of the single premium rate which meets the following minimum specifications:

- A. 100% No deductibles Preventive cleaning, oral examinations, emergency office visits, space maintainers, fluoride applications, and x-rays.
- B. 20% coinsurance- Basic/General Services that cover the following: Extractions, Fillings, General Anesthetics, Injectable, Antibiotics, Periodontics, Oral Surgery, Endodontics, and repair of Prosthetic Devices.
- C. Maximum benefits of \$1,500 per year per person.
- D. Ortho \$1,000 lifetime limit
- E. TMJ \$1,000 lifetime limit
- F. Calendar year deductible shall be \$50 for single; \$100 for family; maximum benefit of \$1,500.00 per year per person

#### **Section 5. Long-Term Disability Insurance**

- A. The Board shall offer long-term disability insurance for teachers with a maximum benefit of sixty-six and two-thirds percent (66 2/3%) of covered earnings throughout the disability period. The Plan shall carry a Consumer Price Index with yearly escalator for those receiving disability benefits and shall not coordinate with retirement plan benefits paid due to disability.
- B. Long term disability benefits will have a ninety (90) calendar day elimination period after the teacher becomes disabled and benefits may be payable until age seventy (70).

#### **Section 6. Vision Insurance**

The Board shall offer a vision care plan for teachers. The Board will assume the entire premium cost of the plan.

#### **Section 7. Supplemental Life Insurance**

The Board will make available, provided an insurance company is willing to write, group supplemental life insurance covering the teacher, teacher's spouse and/or children. The premium for this coverage shall be paid by the teacher.

#### **Section 8. Short-Term Disability Benefits**

Short-term disability insurance coverage will be made available at 100% of premium cost to teachers to supplement the Long Term Disability Insurance provided by the School Corporation.

#### Section 9. Employee Assistance Plan

An Employee Assistance Plan ("EAP") is available to teachers. This plan offers one to five visits available to teachers and members of their immediate families. The entire cost of this EAP will be paid by the School Corporation.

#### **Section 10. Continuation of Insurance**

When offered under the insurance contract, teachers on unpaid non-FMLA leave for one (1) month or longer shall have the option to continue participation in any benefit plan by paying 100% of the premiums within thirty (30) days of the billing date.

#### **Section 11. Background Checks**

The Board agrees to pay the fee for the expanded criminal history check required every five (5) years for current employees.

#### ARTICLE IV ABSENCES AND LEAVES

#### **Section 1. Paid Absence**

- A. Teachers shall be granted 18 leave days per year (14 days for sick leave and 4 days of personal leave for business that cannot be conducted outside the school day) to be absent from work while receiving compensation from the corporation. These days may not be used to extend Board approved leaves granted under any other clause in this contract or to extend school vacations, recesses and holidays. Any teacher requiring more than two consecutive personal days or requiring a personal day before or after a vacation or on a snow make-up day shall submit a request to the Assistant Superintendent of Human Resources for prior approval. In establishing these days, the Board and the Association recognize the need for the teacher to be present with students and encourage teachers to use such days in a judicious manner. Any unused sick leave or personal leave days shall accumulate as sick days at the end of the school year. Teachers who have accumulated less than one hundred eighty (180) days will accumulate all unused sick leave days or personal leave days at the end of each school year. Teachers who have accumulated greater than one hundred eighty (180) days will continue to receive 18 leave days annually which will be utilized first for any family or personal illness or personal business, but any unused days will be purchased by the School Corporation according to Article IV, Section 2. Any teacher needing more than 18 days of absence in one year may be asked to provide verification of need with the Human Resources Office.
- B. A teacher may transfer up to ten (10) days of accumulated sick leave earned from another school corporation, beginning the second year of employment in the School Corporation and in each succeeding year, until the number of accumulated sick leave days to which said teacher was entitled in the last place of employment shall be exhausted.
- C. A written account of each category of accumulated days of paid leave shall be made available in "Employee Access" for all teachers.
- D. Days held in the sick leave bank shall be considered to be paid days of absence under the definitions set above. The bank will be administered by a committee of three (3) teachers appointed by the Association and one (1) administrator appointed by the Superintendent under the following criteria and subject to the following conditions and limitations:
  - 1. Any teacher who chooses to participate in Sick Leave Bank must donate two (2) sick leave days to the bank. The two (2) days shall be deducted from each participating teacher's accumulated sick leave days. These two (2) donated days shall not be counted against the teacher for the purposes of the calculation in Section 2 below.
  - 2. The minimum number of sick leave days in the bank at the beginning of the school year shall be three hundred (300) days; and so long as the number remains at or above three hundred (300) days, no further contributions shall be required. In the event the number of days in the bank is less than three hundred (300) days at the beginning of a school year, then each member of the bank at such time shall contribute two (2) sick leave days from teacher's accumulated days.
  - 3. Initial enrollment in the bank by new teachers shall be permitted at any time on or before September 15 each school year, and will not extend beyond this period. A new teacher employed after the enrollment period has expired, shall have two (2) weeks from the date such teacher begins work to donate days.
  - 4. Eligibility for use of the sick leave bank shall be subject to the following conditions and limitations:
    - a. The teacher must be an active participant in the bank.
    - b. Applications shall be made in writing to the chairperson of the committee and shall be made on a form (Appendix E) provided by the Board signed by a licensed physician, certifying that the teacher is disabled. "Disabled" shall mean physical inability to perform all duties assigned to the teacher. Such doctor's statement shall also include the nature of the disability, treatment being rendered, and

prognosis for a return to work. Further certification may be required by the committee from time to time.

- c. All accumulated and non-accumulated personal illness and personal business leave days of the applicant shall have been exhausted at the time of utilization of any sick leave bank day awarded by the committee.
- d. The disability must be of a serious nature and of more than seven (7) consecutive days' duration. Whether or not such disability is of a serious nature shall be determined by the committee. Days may be used only for such disability of the member and may not be used for an illness of any relatives of a member.
- e. The maximum number of sick leave bank days that may be granted to any teacher shall be limited to the number of days needed for the teacher to meet the elimination period under the long-term disability insurance plan. Additional sick leave bank days may be granted for participants who qualify for long term disability benefits only after proof of application for long-term disability benefits has been made.
- f. Teachers on leave shall not be eligible for sick leave bank days during the period of their paid leave of absence.
- g. A full-time teacher using sick leave bank days, who is able to return to work on a half-time basis, as certified by a licensed physician, may return to work half-time and receive up to a period offifteen (15) sick leave bank days. Wages and other wage related fringe benefits shall be paid under such circumstances, one-half (1/2) of which shall be allocated from the sick leave bank and the remaining one-half (1/2) from the salary owed by the School Corporation.
- h. The sick leave bank committee may in its discretion waive any of the above conditions in subsection (4) above.
- 5. The aforementioned committee is empowered to determine the rules and procedures under which days from the bank shall be granted to individual teachers and how such days will be repaid.
- 6. Repayment by participant for any such loans shall be made at the rate of a minimum of two (2) sick leave days per year when the teacher owes ten (10) or more days to the bank, one (1) sick leave day per year when the teacher owes less than ten (10) days to the bank. Repayment shall be made on the first day of each school year beginning the second year after the award of sick leave bank days is made to the teacher. With the exception of long-term disability or death, the balance of sick leave days allocated to a teacher's account will be used to repay days to the sick leave bank.
- 7. The Human Resources Office shall notify the Association of all sick leave bank applications and note actions taken in regard to their request for additional sick leave days. The committee will report to their participants the balance of days in the sick leave bank two (2) times per year.

#### **Section 2. Attendance Incentive Program**

A. A teacher who uses no paid days of absence during the school year will receive, following the close of said school year, a stipend in the amount of three hundred dollars (\$300). Stipends to be awarded under this section shall be included in the payroll check normally scheduled following the last day of school.

In any one year, the unused days shall accumulate. The absence calculation will be applied at the end of each school year. At the start of each school year, a teacher will have their previously accumulated days, up to the maximum, and the additional eighteen (18) days for the new school year. For a teacher who begins employment after the start of the school year the eighteen (18) day absence entitlement will be prorated for the remainder of the current school year. The maximum accumulated days of absence for the purpose of this incentive shall be one hundred eighty (180) days.

- B. Any accumulated unused sick leave days over one hundred eighty (180) will be bought by the School Corporation at the rate of forty-three dollars (\$43) per day. These amounts will be contributed on behalf of the teacher into the VEBA plan by August 1.
- C. For the purposes of this section, a teacher receiving contributions into the VEBA plan is considered vested without further service requirements. Consequently, if a teacher ceases to be employed by BCSC, the teacher is entitled to benefits in the VEBA plan as of that date.
- D. At retirement (as defined by Article V, Section 2A), a teacher shall receive eleven dollars and twelve cents (\$11.12) per day up to a maximum of one hundred eighty (180) accumulated unused sick and personal leave days. This amount shall be included in the payroll check normally scheduled following the last day of school and shall be calculated into the teacher's final average salary for purposes of INPRS.
  - If a teacher who is eligible to retire from BCSC according to Article V, Section 2A passes, the teacher is considered vested for the eleven dollars and twelve cents (\$11.12) per day for each day up to one hundred eighty (180) accumulated sick and personal leave days.
- E. The administrator of the VEBA plan cannot be changed without mutual agreement by the Association and the School Corporation.

#### Section 3. Leaves, General Provisions

- A. Leaves as defined within this Article may be extended. All approval for such extensions shall be made at the sole discretion of the Board following consideration of the recommendation of the Superintendent.
- B. Upon return from any leave, a teacher shall be assigned to the same position, or if not, to at least a substantially equivalent position. A new assignment shall be based on a conference between the teacher and the Superintendent concerning the position or positions available for which he is qualified.
- C. Any other reason for a leave of absence not specifically set forth in this Article may be considered by the Board based on individual merits. However, this provision shall not require the Board to grant such leave with pay.

#### Section 4. Health Leave

Medical leaves of absence may be granted to teachers for a school year or portion of a school year with appropriate medical doctor's certification and subsequent approval by the Board.

#### **Section 5. Adoptive Leave**

- A. A teacher may use up to 15 days accumulated paid days of absence for adopting a minor child. The teacher may continue adoptive leave without pay for a period of up to one (1) school year. Upon application for the adoption, the teacher shall notify the Superintendent of the intent to take such leave and the length of leave. The Superintendent shall be given as much advance notice as possible of the date of commencement of such leave.
- B. Such leave shall not be considered as credit toward professional status or retirement.

#### **Section 6. Parent Leave**

- A. When a teacher becomes the parent of a child born to the parent's spouse, the teacher shall be granted five days parent leave with pay, such days being deducted from the teacher's accumulated paid days of absence. The leave shall be used within one week of birth of the child or within one week of discharge date of child from the hospital.
- B. A teacher may extend such leave, upon proper notice as required by the Employer, and be absent for a period of up to one (1) year without pay for purposes of infant care. The leave request shall state the period and dates of requested leave. Such leave shall not be considered as credit toward professional status or retirement.

#### **Section 7. Family and Medical Leave Act**

Notwithstanding any provision in this Agreement to the contrary, each of the parties reserves all rights and responsibilities provided employers and employees under the Family and Medical Leave Act of 1993 (the Act). Additional information pertaining to FML, including information on Maternity Leave, can be found in BCSC Board Policy, 3430.01.

#### **Section 8. Extended Family Illness Leave**

A leave of absence without pay or increment of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family, as defined in Section 10 of this Article.

#### **Section 9. Employment Injury Leave**

- A. Time needed for a teacher to recuperate from any personal injury arising out of and in the course of his employment shall result in no loss of salary or days of paid absence for the remainder of the current teacher's contract year, or until the teacher becomes eligible for long-term disability benefits, whichever occurs first, provided that:
  - 1. The injury results in a disability preventing such teacher from performing the normal duties required of said teacher
  - 2. The teacher qualifies for, requests, and receives worker's compensation benefits
  - 3. The teacher receives an amount of money equal to such disability or worker's compensation benefits from the School Corporation.
- B. This section does not limit a teacher from using days of paid absence leave instead of employment injury leave.

#### **Section 10. Bereavement Leave**

- A. Each teacher shall be entitled to be absent from work without loss of compensation for a period not to exceed five (5) school days in the event of the death of a teacher's father, mother, grandparent, grandchild, brother, sister, husband, wife, child, person of similar relationship established by marriage, or any person domiciled in the teacher's home; provided, however, that in the event such person's death is the teacher's spouse or child, the teacher shall have an additional three (3) school days bereavement leave beyond the five (5) days bereavement leave provided herein. Up to two (2) of these days, if unused during the above timeframe, may be utilized by the teacher for bereavement, attending any funeral or memorial services or any business connected with the death, funeral and/or estate matters within ninety (90) calendar days from the day of death. These five (5) days shall not reduce any accumulated paid days of absence nor shall said additional three (3) school days reduce any accumulated paid days of absence.
- B. If more than one death should occur at the same time in the family members as defined in paragraph A, more bereavement leave may be granted.
- C. Up to two (2) bereavement leave days per year shall be granted a teacher for time needed to travel to and attend a funeral of any other relative not listed in this section or that of a close friend. It is understood that this leave may be used no more than one time per school year.

#### Section 11. Professional Leave

Teachers may upon request to the principal and subject to the subsequent approval of the Superintendent, or designee, visit other schools and/or attend meetings or conferences of an educational nature relating to the development of programs or curriculum. It is the responsibility of the building administrator or program director to find the appropriate substitute fund number for professional leave forms. Said request on a form mutually acceptable to the Board and the Association must be submitted in writing at least two (2) weeks in advance of the date or dates of such leave.

#### Section 12. Association Work Leave

A teacher who is elected to a full-time position with the Association as a State or National Association officer, upon proper written request to the Board, shall be granted a leave of absence without pay, benefits, salary progression or progress toward professional status. Time spent on such leave shall be used in determining a teacher's retirement credit, subject to the applicable provisions of the retirement plan. Such request must be received by the Board no later than thirty (30) days prior to the requested date of commencement of such leave and shall contain a statement of the expected length of the leave. Such leave shall not extend beyond the term of this Agreement. Upon thirty (30) days' notice of his or her desire to again return to work with the School Corporation, such person shall be placed pursuant to the provisions of Section 3.

#### **Section 13. Military Leave**

Any teacher who is a member of a US armed forces, Reserves, or National Guard unit and who shall be required to attend a meeting or other activity of the unit during a school day or days shall be excused from said teacher's contracted obligations to the school corporation for the period of mandatory training, not to exceed fifteen (15) school days during any calendar year. The teacher's compensation for this period of time shall be the regular salary less military compensation. In the event that active duty call-up necessitates days beyond 15 and notwithstanding obligations imposed under USERRA, the regular salary compensation will continue up to a period of one year. Applications for renewal beyond one year will be received during the 10th month of active duty.

#### **Section 14. Jury Duty or Witness Leave**

A teacher who is called to serve on jury duty or is subpoenaed to appear as a witness in a work-related court case shall receive his/her salary while absent, provided the teacher assigns and remits to the School Corporation any compensation received (less mileage reimbursed) for such duty. It is the teacher's responsibility to certify the amount of compensation received to the Payroll Department.

#### **Section 16. Voluntary Leave**

A leave of absence for up to one school year without pay and benefits may be granted solely at the discretion of the employer to a teacher provided the teacher properly requests such leave in writing to the Superintendent at least sixty-five (65) calendar days prior to the requested start of leave. Such request shall include the exact dates requested for the starting and ending of the leave. Any leave granted will be conditioned on the School Corporation obtaining a replacement teacher that the School Corporation determines is properly licensed and sufficiently qualified to replace the teacher in all duties of the teacher. In the event the School Corporation fails to obtain such replacement by thirty (30) calendar days prior to the requested start of said leave, the teacher shall be required to return to his or her position and forego any such requested leave. Any unemployment compensation the School Corporation may have credited to its experience account or be required to pay to any such replacement teacher upon the return of a teacher from leave shall be reimbursed to the School Corporation by the teacher to whom such leave was granted. Such reimbursement shall occur within fifteen (15) days after distribution of each unemployment check to said teacher.

Voluntary leaves will not be granted to teachers who while on leave will receive compensation for work performed excepting work as part of a professional development project, a university work study program, or in the best interests of the School Corporation.

#### **Section 17. Association Leave**

- A. The Association President, or his designee, shall be entitled to paid time for attending formal grievance hearings without loss of compensation.
- B. The Association President, or his designee, shall have seven (7) days per year of paid leave for the conduct of lawful Association business. Except in cases of emergencies, forty-eight (48) hours' notice of such leave shall be provided to the teacher's principal. Substitute teacher compensation shall be shared equally by the Association and the Board. The Superintendent may, at his discretion, grant additional Association leave days, which will be paid for by the School Corporation.

#### ARTICLE V RETIREMENT PROGRAM

#### Section 1. BCSC RETIREMENT PLAN

- A. Each teacher shall have the option of contributing to the 403(b) plan up to the maximum allowable under Federal law. The Board shall match such teacher contributions on a dollar for dollar basis up to 3% of the teacher's salary for the duration of this contract.
- B. The BCSC shall deposit the employer contributions on behalf of each teacher into the 401(a) plan. Such contribution will be made within reasonable amount of time following each payroll period.
- C. All teachers shall be able to elect to participate in or make changes in contributions to the retirement plan(s) on a quarterly basis, i.e. January 1, April 1, July 1 and October 1. All elections or changes shall be made pursuant to the terms and conditions of said plan(s). Requests may be sent in at any time; however, changes will be effective on January 1, April 1, July 1, and October 1 or on the last work day prior to that date if any of these dates fall on a non-work day. Requests must be received by BCSC business office at least fifteen (15) days prior to any of the above dates to be effective on that date.
- D. Any contributions made by the teacher and all earnings derived there from are 100% vested. Any contributions made by the School Corporation on behalf of the teacher and all earnings derived there from become vested after a five (5) year service period following the date contributions began. Should the teacher leave the School Corporation prior to the five (5) year vesting period, then all contributions made by the School Corporation on behalf of that teacher and all earnings derived there from are forfeited. To the extent allowed by IRS regulations, any funds forfeited by a teacher as a result of the teacher separating from employment, will be placed in the plan's forfeiture suspense account, used to pay for the plan's administrative expenses, and/or offset future contributions.

#### **Section 2. BCSC Retirement Insurance Options**

- A. For purposes of this article, a teacher who retires and wishes to participate in the health plan must meet one of the following criteria:
  - 1. At least 55 years of age and having satisfied the rule of 85 (INPRS qualification)
  - 2. At least 60 years of age with at least 15 years of experience (INPRS qualification)
  - 3. At least 50 years of age with 10 years of BCSC experience.
  - 4. At least 55 years of age with 5 years of BCSC experience
- B. The retiring teacher shall be provided the option to apply for, in accordance with the insurance contracts and Section 3 below, any or all of the following group insurance coverage:

Health: Single or Family Plan Dental: Single or Family Plan Vision: Single or Family Plan

Term Life Insurance: \$55,000 on the retired teacher's life only

#### **Section 3. Insurance Benefit Provisions**

- A. The premium cost under the benefit plans to the retired teacher shall be the entire amount of the cost of the premium of active full time teachers.
- B. The retired teacher must remain enrolled in those benefit plans for the full year of enrollment.
- C. In the event a retiring teacher does not enroll in a particular benefit plan and is not a participant in that plan at the time of retirement, the teacher will not be entitled to later participate in that plan.

#### Section 4. Retiring Year Procedure

- A. If allowed under the insurance contract, the retiring teacher can apply to continue to participate in the benefit plans following retirement. Participation in some benefit plans ceases as of the last day of work or end of month.
- B. Each retiring teacher will be supplied the premium costs for continued participation in each plan.
- C. The retiring teacher must timely apply and elect to continue participation in the plan.

#### Section 5. Enrollment and Re-enrollment February/March Cycle.

Continued enrollment, withdrawal, or decisions to modify coverages or method of premium payment must be made by February 15 and will subsequently take effect March 1 and remain in force until each subsequent February 28, or until the month the retiree ceases to remain eligible.

#### ARTICLE VI GRIEVANCE PROCEDURE

#### **Section 1. Purpose**

It is the objective of the Board and the Association to have all grievances resolved informally or at the earliest possible stage of this grievance procedure.

#### **Section 2. Definition**

- A. A "grievance" is a claim, submitted by a grievant, that there has been a violation or misinterpretation of a specific article or section of this Agreement.
- B. A "grievant" may be a teacher or group of teachers or the Association.
- C. A "day" when used in this Article shall refer to teacher days as that term is used in the school calendar. During the summer recess, however, the term shall mean weekdays (Monday through Friday).

#### **Section 3. Informal Procedure**

Before submitting a written grievance, the grievant shall attempt to resolve the grievance informally by contacting the building principal or his designee concerned within twenty (20) days of the time that the grievant knew, or reasonably should have known of the grievance. The building principal or his designee shall respond to the grievant within five (5) days of notification of the problem. The grievant and the person so contacted shall discuss such grievance at a mutually acceptable time and place. The grievant may choose to have an Association representative, the Association building representative or another teacher in the building present at the informal grievance step. If an Association representative other than the building representative is present at such informal grievance, then the building principal or his designee may also have an administrative representative in attendance.

#### Section 4. Formal Procedure Step One - Building Principal or Designee

- A. If resolution is not achieved through discussion with the building principal or his designee, a formal written grievance may be presented. The grievance, on the form attached as Appendix D, shall state the specific provision of the Agreement violated and the relief requested. The grievance shall be dated and signed by the grievant. Such written grievance must be received by the building principal or his designee within five (5) days of the Informal Grievance discussion.
- B. The building principal or his designee may request a meeting with the grievant in an effort to resolve the grievance. If such meeting is requested, the building principal or his designee shall arrange such meeting within five (5) days, unless an extension of such limit is mutually agreed to by the grievant and the building principal or his designee. If no meeting is requested, the building principal or his designee shall submit his response in writing to the grievant within five (5) days after receipt of the grievance. If a meeting has been requested, the building principal or his designee shall submit his response in writing to the grievant within five (5) days following the grievance meeting date.

#### Step Two - Superintendent

- A. If resolution is not achieved through the written response in Step One, the grievant may submit the grievance to the Superintendent or his designee. The grievance must be received by the Superintendent or his designee within five (5) days of the grievant's receipt of the written response in Step One.
- B. The Superintendent or his designee may request a meeting with the grievant in an effort to resolve the grievance. Such request for a meeting shall be submitted in writing at the time the grievance is submitted to the Superintendent. If such a meeting is requested, the Superintendent or his designee shall arrange such meeting within five (5) days, unless an extension of such time limit is mutually agreed to be the grievant and the superintendent or his designee.

If no meeting is requested, the Superintendent or his designee shall submit his response in writing to the grievant within five (5) days after receipt of the grievance.

If a meeting has been requested, the Superintendent shall submit his response in writing to the grievant within five (5) days following grievance meeting date.

#### Section 5. Provisions Relating to the Grievance Procedure

- A. A grievance must be processed within the time limits set forth in the foregoing provisions.
- B. If the grievance is filed by the Association as grievant, and if such grievance is limited to one school, the grievance shall be submitted to the building principal involved. Otherwise, such grievance shall be submitted to the Superintendent in Step Two.
- C. Where the grievance is one properly submitted to the Superintendent in Step Two, it shall be received by the Superintendent within fifteen (15) days, as they are defined in Section 2, paragraph C, of the time that any officer or official of the Association knew, or reasonably should have known of the grievance and shall thereafter be subject to all other provisions of this Article with respect to grievances as defined in Section 2, A.
- D. A grievant may, upon request, be accompanied by a representative of the Association at all steps in Section 4 of the Formal Procedure.
- E. All documents, communications, and records dealing with grievances shall be filed separately from the personnel files of the participants and shall not be used for evaluations.
- F. Time limits herein may be extended only by mutual agreement, signed by both Parties.

#### **ARTICLE VII SEPARABILITY**

#### Section 1.

Should any provision of this Agreement at any time during its term be found in conflict with federal or state law, or rule or regulation thereunder, then such provision shall continue in effect only to the fullest extent permissible under the applicable law. If at any time thereafter such provision is no longer in conflict with the law, then such provision of the Agreement as originally embodied herein shall be restored in full force and effect, as if it had never been in controversy or violation.

#### Section 2.

It is further understood and agreed that the provisions of this Agreement are deemed to be separable to the extent that if and when a court or government agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, or rule or regulation thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall continue in full force and effect.

# ARTICLE VIII TERM OF AGREEMENT

THIS AGREEMENT shall be effective as of July 1, 2017 and shall continue in full force and effect until June 30, 2019.

The parties mutually agree that the terms set forth in the Agreement represent the full and complete understanding and commitment between the parties hereto and may be altered, changed, added to, deleted from or modified only by the voluntary mutual consent of the parties expressed in a written amendment hereto.

THIS AGREEMENT is made and entered into at Columbus, Indiana on this day, by and between the Board of School Trustees of the Bartholomew Consolidated School Corporation, County of Bartholomew, State of Indiana, heretofore called the "Board", and the Columbus Educators Association, affiliated with the Indiana State Teachers Association and the National Education Association, heretofore called the "Association".

THIS AGREEMENT is so attested by the parties whose signatures appear below:

BOARD OF SCHOOL TRUSTEES OF THE BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION

COLUMBUS EDUCATORS ASSOCIATION

James S. Roberts, Superintendent

Richard Stenner, Beard President

Jeff Caldwell, Board Vice President

Dana Schmidt, CEA President

Scott Duncan, CEA First Vice President

Amy London, CEA Second Vice President

# APPENDIX A SALARY INFORMATION BARTHLOMEW CONSOLIDATED SCHOOL CORPORATION

The overall teacher salary range is \$36,720.00 to \$79,477.00 prior to any increases under this Agreement.

#### **Qualifying Factors**

For both the 2017-18 and 2018-19 school years, the factors for teachers to qualify for a salary increase are as follows:

- 1. Year of experience = employed by the corporation at least 120 days in the prior school year.
- 2. Evaluation rating = "Effective" or "Highly Effective" in the prior school year, unless they are in their first two years of instructing students.
- 3. A teacher who satisfies both factors will qualify for a salary increase.

Note: Teachers hired during this transition to a new salary schedule, their salary will be adjusted to the appropriate placement on this new schedule, as outlined in the transition year plan listed below.

#### Salary Schedule 2017-2018 and 2018-2019

Step	Salary
Α	\$ 38,750
В	\$ 39,950
С	\$ 41,150
D	\$ 42,350
Е	\$ 43,550
F	\$ 44,750
G	\$ 45,950
Н	\$ 47,150
ı	\$ 48,350
J	\$ 49,550
K	\$ 50,750
L	\$ 51,950
М	\$ 53,150
N	\$ 54,350
0	\$ 55,550
Р	\$ 56,750

Step	Salary
Q	\$ 57,950
R	\$ 59,150
S	\$ 60,350
Т	\$ 61,550
U	\$ 62,750
V	\$ 63,950
W	\$ 65,150
Х	\$ 66,350
Υ	\$ 67,550
Z	\$ 68,750
AA	\$ 69,950
BB	\$ 71,150
CC	\$ 72,350
DD	\$ 73,550
EE	\$ 74,750
FF	\$ 75,950

#### 2017-18 Placement on New Salary Schedule

This is a <u>transition year plan</u> in which the differential between salary increases will be different for teachers meeting the same criteria.

Using the salary scale above, teachers' 2017-18 salaries will be determined using the method below:

- 1. Using a teacher's current (2016-17) salary as the base, find next highest salary line that represents no less than a 1% increase over her 2016-17 salary. This will be the teacher's 2017-18 base salary, with the following exceptions:
  - a. If the teacher's 2016-17 salary is greater than the last line on the salary scale (\$75,950.00), that teacher's base salary for 2017-18 remains the same as their 2016-17 salary.
  - b. For this 2017-2018 transition year, if the teacher possesses a Master's degree, that teacher's 2017-18 base salary will move one more salary line beyond that which is at least 1% more than the teacher's 2016-17 salary.
- 2. A teacher with a 2016-17 salary that is greater than the last line on the salary scale (\$75,950.00) will receive a stipend of \$1,000.00.

Note: For 2017-18, there will be a salary increase differential resulting from moving on to the new schedule. However, because the amount of increase for advancing a row or a column in the new schedule complies with the salary increase differential restriction, increases for advancing a row or a column in 2018-19 and beyond will be compliant.

#### 2018-19 Advancing on the Salary Schedule/Factors for Salary Increase

- 1. Year of experience = employed by the corporation at least 120 days in the 2017-218 school year. Year of experience accounts for 33.33% of the increase from advancing a row.
- 2. Evaluation rating = "Effective" or "Highly Effective" in the 2017-18 school year. Evaluation rating accounts for 66.67% of the increase from advancing a row.
- 3. A teacher who satisfies both factors will advance a row.
- 4. A teacher with a 2017-18 salary that is greater than the last line on the salary scale (\$75,950) will receive a stipend of \$600.00.

Note: Teachers who earned an evaluation rating of "Ineffective" or "Improvement Necessary" are not eligible for salary increases unless they are in their first two years of instructing students.

Note: Teachers who earned an evaluation rating of "Ineffective" or "Improvement Necessary" are not eligible for salary increases unless they are in their first two years of instructing students.

#### **Redistribution Plan**

Both parties agree that all funds for salary increases that would otherwise have gone to teacher rated ineffective or improvement necessary will be added to the stipends for eligible teachers whose base salaries are at the maximum of the salary range.

# APPENDIX A-1 SALARY SCHEDULE FOR NEWLY HIRED TEACHERS BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION

All teachers hired will be placed at a salary within the overall teacher salary range established in Appendix A.

- -The Superintendent and/or the superintendent's designee shall reserve the right to place a newly hired teacher on the salary table within two steps (above or below) of the step commensurate with employees of the same level of experience.
- If the superintendent and/or the superintendent's designee determines that a salary outside the above referenced parameter is appropriate, the representative will consult with the Association president and/or designee prior to making an offer outside the commensurate experience level.

#### **New Hire Placement Guidelines**

Experience	Salary
0-1	\$ 38,750
2-3	\$ 39,950
4-5	\$ 41,150
6-7	\$ 42,350
8-9	\$ 43,550
10-11	\$ 44,750
12-13	\$ 45,950
14-15	\$ 47,150
16-17	\$ 48,350
18-19	\$ 49,550
20+	\$ 50,750
20+	\$ 51,950
20+	\$ 53,150

### 2017-18, 2018-19 APPENDIX B: COMPENSATION for NON-ATHLETIC EXTRACURRICULAR AND EXTENDED CONTRACTS

Added days and the number of positions in the Corporation were not bargained and are included in this document for informational purposes.

Sources of funding for positions outside the general fund:

- 1. Special Ed. coop positions (autism coordinator, low incidence coordinator): shared funding with area corporations
- 2. HS auditorium director: auditorium rental fees, except in cases of auditorium use by BCSC
- 3. HS/MS bus duty: transportation fund
- 4. HS prom advisor fund: prom ticket sales

	# in Corp.	Added Days	17-18 Stipend	18-19 Stipend
HS Band Director	2	0	\$5,110	\$5,212
HS Choral Director	2	0	\$4,325	\$4,412
Corp. Psychologist	4	15		
C4 Team Leader	1	15		
HS Guidance Director	2	25		
HS Special Education Coordinator	2	5	\$3,537	\$3,608
HS Dean	6	5		
HS Asst. Band Director	2	0		
MS Activity Director	2	0		
Elem. Pupil Services Coordinator	1	0		
HS Yearbook Advisor	2	0	\$3,145	\$3,208
HS Library/Media Specialist	2	10	\$2.752	\$2.907
HS Newpaper Advisor	2	0	\$2,752	\$2,807
HS Budget Supply Coordinator FTE of 7.0 or more		3		
MS Budget Supply Coordinator FTE of 7.0 or more		3		
Corp. Television Consultant	1	10		
HS Counselor	7	8		
HS Speech Coach	2	0	¢2.250	£2.405
HS Pep Stepper Director - CNHS	1	0	\$2,358	\$2,405
HS Color Guard Director - CEHS	1	0		
MS Dean	2	5		
MS Counselor	4	5		
MS Library/Media Specialist	2	5		
MS Band Director	2	0		
Elem. Library/Media Specialist	1	5		

	# in Corp	Added Days	17-18 Stipend	18-19 Stipend
HS Musical Director/Producer	2	0		
HS Musical Orchestra Director	2	0		
HS Musical Vocal Director	2	0	1	
HS Testing Coordinator - CEHS	1	0		
HS Student Council Advisor	2	0	\$1,966	\$2,005
HS Senior Project Coordinator	2	0		
MS Choral Director	2	0		
MS Theater	1	0		
Elem. Counselor	11	0		
HS Budget Supply Coordinator FTE of 4.0 - 6.99		3		
MS Budget Supply Coordinator FTE of 4.0 - 6.99		3		
C4 Youth Leadership - BPA	1	0	1	
C4 Youth Leadership - DECA	2	0	1	
C4 Youth Leadership - FFA	1	5		
C4 Youth Leadership - HOSA	2	0		
C4 Youth Leadership - Skills USA	2	0		
C4 Youth Leadership - FFCLA	2	0	\$1,572	\$1,603
C4 Youth Leadership - Technology Event Coordinator	1	0		
HS Drama Director/Non-Musical	2	0		
HS Publications Bureau Director	1	0	1	
HS Student Activities Advisor - CEHS	1	0		
HS Lead Academic Coach	2	0		
HS Asst. Academic Coach	8	0		
MS Lead Academic Coach	2	0		
MS Asst. Academic Coach	2	0		
HS Prom Fund Advisor	2	0	\$1,238	\$1,263
HS Orchestra/Strings Director	2	0		
MS Orchestra/Strings Director	2	0		
MS Drama Director	2	0	\$1,175	\$1,199
MS Newspaper Advisor	2	0	ψ1,1/3	ψ1,1/2
MS Yearbook Advisor	2	0		
Elem. Academic Coach	11	0		

	# in Corp.	Added Days	17-18 Stipend	18-19 Stipend
HS Budget Supply Coordinator FTE of 1.0 - 3.99	1	3	•	1
MS Budget Supply Coordinator FTE of 1.0 - 3.99		3		
HS Business - CEHS	1	0		
HS Family Consumer Science	2	0		
HS Music	2	0		
MS Department Team Leader			\$786	\$802
MS Art	2	0		
MS Family Consumer Science	2	0		
MS Foreign Language	2	0		
MS Health/PE	2	0		
MS Industrial Tech	2	0		
MS Music	2	0		
MS Special Education	2	0		
Added Days Only:				
Corp. Autism Coordinator	1	20		
Corp. Low Incidence Coordinator	1	10		
Corp. Student Assistance Director	1	15		
C4 School to Work Coordinator				
C4 Building Trades	2	5		
C4 Business/Office Education	1	3		
C4 Child Care	2	2		
C4 Health Occupations	2	2		
C4 ICT/ICE	2	3		
Hourly Rate Only:				
HS Auditorium Director	2	0	\$64.33	\$65.62

### 2017-18, 2018-19 APPENDIX C: COMPENSATION for ATHLETIC ASSIGNMENTS

Added days and the number of positions in the Corporation were not bargained and are included in this document for informational purposes.

A head varsity coach and his/her assistant varsity coaches and basketball and football cheerleaders' sponsors whose team progresses past the sectional tournament level into regional, semi-final and state tournament levels in a sport that may or may not be sanctioned by the IHSAA will be paid an additional stipend for each full week worked beyond the sectional tournament level (including each sectional week beyond the first sectional week in football). Such stipend should be calculated by dividing the length of the season, including practice weeks during which a game or games are held, into the regular athletic salary as provided above. For purposes of this computation only, the commencement of the length of the season shall be fourteen (14) calendar days prior to the first official game or meet. Provided that this provision shall only apply to sports where the teams progress past said sectional level and where the team qualifies for competing for a team championship pursuant to the rules of the Indiana High School Athletic Association. For trainers of boys football and boys basketball who are assigned to work during the weeks set forth in this paragraph, an extra stipend will be paid and calculated in the manner set forth in this paragraph for coaches.

Credit of experience on this schedule is determined in the following manner:

#### In-Corporation Experience

1. Experience gained in a specific sport or assignment at either middle school or high school shall be granted for the same sport or assignment within our corporation at other levels.

#### Out-of-Corporation Experience

2. Previous experience out of the corporation must be verified in writing prior to placement in a coaching assignment subject to review and approval of the Superintendent.

#### 2017-18, 2018-19 APPENDIX C: COMPENSATION for ATHLETIC ASSIGNMENTS

# in (	Corp	2017-2018			2018-2019		
Years of Experi	_	0-2	3-5	6+	0-2	3-5	6+
Group 1				•			
HS Football	2						
HS Boys' Basketball	2	¢0 00 <i>5</i>	¢0.270	\$0.028	¢0 001	¢0.567	¢10.127
HS Girls' Basketball	2	\$8,805	\$9,379	\$9,938	\$8,981	\$9,567	\$10,137
HS Asst. AD	2						
Group II							
HS Asst. Football	12						
HS Asst. Boys' Basketball	6						
HS Asst. Girls' Basketball	6						
HS Baseball	2						
HS Softball	2						
HS Boys' Soccer	2						
HS Girls' Soccer	2						
HS Boy's Swimming	2	\$4,102	\$4,851	\$5,598	\$4,184	\$4,948	\$5,710
HS Girls' Swimming	2						
HS Boys' Track	2						
HS Girls' Track	2						
HS Girls' Gymnastics	2						
HS Weight Traning	2						
HS Boys' Wrestling	2						
HS Girls' Volleyball	2						
Group III							
HS Boys' Cross Country	2						
HS Girls' Cross Country	2						
HS Boys' Golf	2	\$4,102	\$4,477	\$4,851	\$4,185	\$4,567	\$4,948
HS Girls' Golf	2	\$4,102	\$4,477	\$4,631	\$4,163	\$4,507	\$4,540
HS Boys' Tennis	2						
HS Girls' Tennis	2						
Group IV			_				
Boys' Football 7	2						
Boys' Football 8	2						
Boys' Basketball 7	2	\$2,315	\$2,614	\$2,998	\$2,362	\$2,667	\$3,058
Boys' Basketball 8	2	\$4,313	Φ∠,014	\$2,990	\$2,302	\$2,007	\$3,038
Girls' Basketball 7	2						
Girls' Basketball 8	2						

# in Co	rp		2017-2018		2018-2019		
Years of Experien	ice	0-2	3-5	6+	0-2	3-5	6+
Group V							
MS Boys' Cross Country 7-8	2						
MS Girls' Cross Country 7-8	2						
Asst. Football 7	2						
Asst. Football 8	2						
Asst. Boys' Basketball 7	2						
Asst. Boys' Basketball 8	2						
Asst. Girls' Basketball 7	2						
Asst. Girls' Basketball 8	2						
Boys' Track 7	2						
Boys' Track 8	2						
Girls' Track 7	2						
Girls' Track 8	2						
Girls' Volleyball 7	2						
Girls' Volleyball 8	2						
MS Wrestling	2		40 00 040	¢2.700	\$2.082		\$2,763
MS Golf	2						
MS Boys' Tennis 7-8	2					\$2,200	
MS Girls' Tennis 7-8	2	<b>#2.042</b>					
HS Asst. Baseball	6	\$2,042	\$2,343	\$2,709	\$2,083	\$2,390	\$2,763
HS Asst. Softball	6						
HS Asst. Girls' Gymnastics	2						
HS Asst. Boys' Soccer	4						
HS Asst. Girls' Soccer	4						
HS Asst. Boys' Swimming	2						
HS Asst. Girls' Swimming	2						
HS Asst. Diving Coach	2						
HS Asst. Boys' Track	6						
HS Asst. Girls' Track	6						
HS Asst. Girls' Volleyball	6						
HS Asst. Boys' Wrestling	2						
HS Asst. Boys' Tennis	2						
HS Asst. Girls' Tennis	2						
HS Asst. Boys' Cross-Country	2						
HS Asst. Girls' Cross-Country	2						
HS Asst. Boys' Golf	2						
HS Asst. Girls' Golf	2						

# in	# in Corp Years of Experience		2017-2018		2018-2019		
Years of Exper			3-5	6+	0-2	3-5	6+
Group VI							
MS Asst. Cross Country Boys' 7-8	2						
MS Asst. Cross Country Girls' 7-8	2						
MS Asst. Boys' Track 7	2						
MS Asst. Boys' Track 8	2						
MS Asst. Girls' Track 7	2			\$899	\$648	\$788	\$917
MS Asst. Girls' Track 8	2		5 \$772				
MS Asst.Wrestling	2	\$635					
MS Asst. Girls' Volleyball 7	2	\$635					
MS Asst. Girls' Volleyball 8	2						
MS Pom - Pom Sponsor	2						
Cheerleader Sponsor 7	2						
Cheerleader Sponsor 8	2						
Elem.Boys' Basketball	11						
Elem. Girls' Basketball	11						
Group VII							
Elem. Basketball Coordinator	2		\$1,284			\$1,310	
HS Asst. Cheerleader	2		\$1,539			\$1,570	
HS Unified Track	2		\$1,539			\$1,570	
MS Boys' Intramural 7-8	2		\$973			\$993	
MS Girls' Intramural 7-8	2		\$973			\$993	
MS Concessions Manager	2		\$1,139			\$1,162	
HS Cheerleader Sponsor	2		\$2,709			\$2,763	

#### APPENDIX D GRIEVANCE REPORT FORM

(Must be filed within 5 days after the Inferievance #	formal Grievance Discussion)	
Name of		
	_Date	
Building	Donition	
Assignment	Position	
Date on Which Cause of Grievance Occu	ırred	
Specific article(s) of the contract which t	he grievant claims to be in violation	
Statement of Grievance		
Relief Requested		
IDODO NOT request a meet	ting to discuss the grievance.	
Building	Signature of Grievant	
STEP I BUILDING PRINC	CIPAL/MANAGER	
Meeting Date		
Names of Persons in Attendance		

Decision	
Date of Decision	Signature of Principal/Manager
(Must be decided within 5 STEP II	days of receipt of grievance or meeting date)
	Grievance #
Initial Filing Date	
(Must be filed within 5 da	ys of receipt of Step I response; within 15 days if grievance filed by the Association as Grievant
Specify those issues which for same	n you maintain have not been resolved to your satisfaction at the previous level, and your reasons
DODO NOT	request a meeting to discuss the grievance.
Date	Grievant's Signature
DISPOSITION	
Date Received	Meeting Date
Names of Persons in Atter	ndance
Decision	
Date of Decision	Signature of Principal/Manager

# APPENDIX E APPLICATION FOR SICK LEAVE BANK USAGE

NameSchool
Date of Request
Date when first sick leave usage occurred for this disability
Has the illness caused continuous absences since the above date? YESNO
How many continuous school days of absence have occurred since the onset of illness or injury?
PHYSICIAN'S STATEMENT
I hereby certify that is disabled due to the following illness or injury: (Please state the condition and cause of the disability.)
Treatment Provided:
Prognosis for Return to Work:
Physician's Signature
Physician's Printed Name
Address
Date
(Applicant is to return this form to the Personnel Office.)

#### OBLIGATION TO REPAY SICK LEAVE BANK

Sick Leave Bank Repayment Provision

Repayment by a teacher for any such loans from the sick leave bank shall be made at the rate of a minimum of two (2) sick leave days per year when the teacher owes ten (10) or more days to the bank, one (1) sick leave day per year when the teacher owes less than ten (10) days to the bank. Repayment shall be made on the first year after the sick leave bank day is allocated to the teacher. A teacher who resigns, retires, dies, or whose contract is non-renewed or cancelled for any reason prior to repayment in full of sick bank days used shall not be required to repay the balance of any such days owed to the sick leave bank.

I hereby understand and agree to all provisions as it applies to sick leave bank usage.					
C:1					
Signed					
Date					
Witness					
Witness					

#### APPENDIX F HEALTH PLAN OPTIONS

(See Article III for additional details, exclusions, etc. Unless otherwise noted, the changes below take effect January 1, 2018

# **Benefits**

## **EMPLOYEE GUIDE 2018**











#### INTRODUCTION

The Bartholomew Consolidated School Corporation administration, the health trust and teachers have worked with SIHO, your employee benefits administration company, to develop a benefits plan for you and your eligible dependents.

One of the advantages of SIHO is their focus on and attention to customer service. SIHO's helpful staff is ready to assist you with any questions or concerns you may have. Employees are encouraged to contact SIHO by phone at (812) 378-7070 or (800) 443-2980 toll free.

The local customer service staff includes:

- Member Services—Representatives who will help you understand your health care benefits and walk you through the claims process with phone and walk-in accessibility.
- Medical Management—Nurses are available on-site in Columbus to answer any
  medical questions you might have or to work with your physician to ensure you
  receive the highest quality health care.
- Account Management—These individuals work with your employer and claims representatives to help them improve the benefit program and to resolve any concerns during the contract period.

Though BCSC cannot avoid the impact of rising health care costs, we believe this health care plan will provide many advantages while living within the corporation's budget demands.

Advantages of the BCSC Plan:

- Two health plans offering a choice in health care coverage
- Preventive health care coverage

#### Working Spouse Rule:

The purpose of the Working Spouse Rule is to share the costs of the medical, dental and vision expenses with other plans or insurance carriers when the spouse of an Employee is eligible for medical, dental and vision coverage where the spouse is employed. It is the Employer's responsibility to determine who is eligible for this coverage on a non-discriminatory basis.

- If a spouse of an eligible Employee is employed with a company which offers group medical, dental and vision insurance coverage and that spouse is eligible for that plan, that spouse will not be eligible for this Plan.
- 2. If the spouse is employed with a company that does not offer group medical, dental and vision coverage and is eligible to be enrolled, the spouse may be enrolled in this Plan as primary at the family rate which is currently in effect. (A statement from the spouse's employer that verifies they have no coverage available with that employer will be required.)\*

If an employee and spouse are found to be in violation of the provision, claims for the spouse will be the responsibility of the employee from the time the violation began.

\*Note: Medicare does not count as an employer-sponsored plan for the purposes of this rule.

#### TERMS IN THIS BENEFITS GUIDE

Copays – The flat fee charged by the plan for certain services such as emergency room visits or office visits.

Annual Deductible – The amount you pay first before the plan begins paying expenses for covered services.

Coinsurance Stop-Loss – The amount you pay each year in coinsurance before covered expenses are paid at 100% by the Plan. This amount does not include the annual deductible.

Coinsurance – The percentage you pay when you receive care once you have met the annual deductible.

**Balance Billing** – Provider practice of billing the patient for the difference (or balance) of charges above the amount reimbursed by the health plan. Your plan prohibits participating providers from balance billing except for allowed copayments, coinsurance and deductibles.

Reasonable & Customary – A payment rate based on the fees for medical services charged by health care providers in a specified area (usually a zip code or group of related zip codes).

**Primary and Secondary Benefit Coverage (Benefit Less Benefit)** – The integration of benefits payable under more than one health insurance plan that the insured may have. For BCSC members with health insurance coverage from more than one plan, the claim is

processed with the primary carrier's benefit levels. In the event the primary benefit is less than secondary coverage, additional payment will be made to the claim.

**Annual Max**—Maximum payable under the employer's plan per person per calendar year.



#### **Customer Service:**

SIHO has customer service representatives available to answer your questions relating to eligibility, benefits and claim status. You can also log on to their website and click on *Contact Us* to reach a customer service representative.

Phone: 812-378-7070 Website: www.siho.org

Address: 417 Washington Street

P.O. Box 1787

Columbus, IN 47202-1787

To find out if your provider is part of the Network or to find a provider in any Network, call SIHO Customer Service or log on to the website to do a search: www.siho.org

#### **SUMMARY OF HEALTH CARE BENEFITS**

Your Plan Features	r Plan Features Option 1 - HIGH DEDUCTIBLE PLAN			Option 2 - PPO Plan		
	Inspire Health Part- ners	Encore/SIHO Landmark	Out-of-Network	Inspire Health Partners	Encore/SIHO Landmark	Out-of-Network
Annual Maximum		Unlimited			Unlimited	
Calendar Year Deductible Individual Family	\$1,500 \$3,000	\$2,000 \$4,000	\$2,500 \$5,000	\$750 \$1,500	\$1,000 \$2,000	\$2,000 \$4,000
	The High Deductible Health Plan (Option 1) has a non-embedded deductible.  For family policies, the individual deductible is non-applicable. However, the maximum out-of-pocket will never exceed the maximum single out of pocket per tier.			The Preferred Provider Plan (Option 2) has an embedded deductible. This means that one member must meet the individual deductible and the remaining family member(s) can accumulate the remaining amount to meet the family deductible in each tier.		
Calendar Year Coinsurance Stop Loss Maximum Individual Family	\$2,500 \$5,000	\$3,500 \$6,000	\$4,500 \$7,000	\$2,000 \$4,000	\$3,000 \$5,000	\$4,000 \$8,000
Maximum Out-of-Pocket Individual Family	\$4,000 \$8,000	\$5,500 \$10,000	\$6,500 \$12,000	\$2,750 \$5,500	\$4,000 \$7,000	\$5,000 \$10,000
	All tiers deductibles & late towa	coinsurance cross ap rd the maximum out-		All tiers deductibles and coinsurance cross apply. Copays accumulate toward the maximum out-of-pocket		
Hospital Room, Services, Supplies	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible
Inpatient Surgery	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible
Emergency Room Facility Charges	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible
Urgent Care	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible
Outpatient Surgery	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	80% after deductible
Office Visits	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible
Preventive Health Benefit	100% covered-subj	ect to Preventive Health	Benefits Guidelines	100% covered-subj	ect to Preventive Health I	Benefits Guidelines
Diagnostic X-Ray and Lab	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible
Ambulance	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible
Inpatient Mental Health and Substance Abuse	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible
Outpatient Mental Health and Substance Abuse	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible
Physical, Speech & Occupational Therapy	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible

#### SUMMARY OF HEALTH CARE BENEFITS

You Plan Features	Option 1 - HIGH DEDUCTIBLE PLAN			res Option 1 - HIGH DEDUCTIBLE PLAN Option 2 - PPO Plan			an
	Inspire Health Partners	Encore/SIHO Landmark	Out-of-Network	Inspire Health Partners	Encore/SIHO Landmark	Out-of-Network	
Chiropractic Services	Annual Maximum: 6 visits			Annual Maximum: 20 visits			
	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible	
Durable Medical Equipment	Precertification required for purchases over \$750 and all rentals		Precertification required for purchases over \$750 and all rentals				
	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible	
Hospice Care	Precertification required; combined Calendar year maximum: 3 months outpatient; 6 months inpatient		Precertification required; combined Calendar year maximum: 3 months outpatient; 6 months inpatient				
	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible	
Home Health Care	Precertification required; Annual max 60 visits		Precertific	ation required; Annual m	ax 60 visits		
Outpatient	85% after deductible	85% after deductible	85% after deductible	85% after deductible	75% after Deductible	60% after deductible	
Other Covered Benefits	85% after deductible	75% after Deductible	60% after deductible	85% after deductible	75% after Deductible	60% after deductible	

#### YOUR COST FOR COVERAGE

Your cost for medical coverage is based upon the plan you choose level of coverage. The table below shows your contribution for each plan:

	2018 Per Pay	2018 Per Pay Employee Share (26 pay)	
Option #1 (HSA)	Employee Shale (20 pay)	Employee Share (20 pay)	
Single	\$ 41.09	\$ 31.61	
Family	\$ 112.75	\$ 86.73	
Single - Wellness	\$ 28.59	\$ 22.00	
Family - Wellness	\$ 100.25	\$ 77.12	
Family & Spouse Wellness	\$ 87.75	\$ 67.50	

Option #2 (PP0)		
Single	\$ 103.46	\$ 79.58
Family	\$ 318.63	\$ 245.10
Single - Wellness	\$ 90.96	\$ 69.97
Family - Wellness	\$ 306.13	\$ 235.49
Family & Spouse Wellness	\$ 293.63	\$ 225.87

#### **Bartholomew Consolidated School Corporation**

Employees participating in the wellness program will receive a \$250 credit or a \$500 (if the spouse participates) credit towards their contributions to the health plan if all of the following criteria is met by both employee and spouse before July 31, 2018:

- 1. Completion of the Health Risk Assessment;
- 2. Completion of the Biometric Screening;
- Meet with a Columbus Regional Health or BCSC Health Center Health Coach to review you're assessment and set goals.
- Complete an annual Preventive Health exam.
- 5. Complete an annual vision and dental exam.

#### SUMMARY OF PRESCRIPTION DRUG COVERAGE

Your Plan		High Deductible Ith Plan*	Option 2 - Preferred Provider Plan		
Features*	Retail Service (30 day supply)	Mail Order Service (90 day supply)	Retail Service (30 day supply)	Mail Order Service (90 day supply)	
Generic	\$12 after deductible	\$24 after deductible	\$12	\$24	
Brand	\$40 after deductible	\$80 after deductible	\$40	\$80	
Non Formulary Brand	\$75 after deductible	\$150 after deductible	\$75	\$150	

<sup>\*</sup> Prescription Drugs listed on the High Deductible Health Plan Health Savings Account Preventive Therapy Drug List will be covered at the appropriate copay and not subject to the annual deductible.

Your plan has added Maintenance Choice with an opt out provision. After two 30 day fills of a
maintenance drug (prescription drugs taken for 90 days or longer) at a retail pharmacy, you
will be required to fill a 90 day prescription at either a CVS retail pharmacy or CVS/Caremark
mail order facility. This will save you time and money as you will get a 90 day fill for the price
of two 30 day fills. If you prefer not to change to a 90 day supply, you must call
CVS/Caremark at (800) 364-6331 and opt out of the program.



- To obtain your prescriptions though Elect RX, please see detailed instructions on the BCSC website.
- Your plan utilizes the <u>Caremark Value Formulary</u> for prescription drugs. Prescription drugs that are not listed on the formulary are not covered. If your doctor recommends a prescription drug not on this formulary, prior authorization is required.
- If a generic drug is available and either the provider or member preference to elect the brand name drug, the pricing difference will be added to the above copays.

#### SUMMARY OF DENTAL COVERAGE

Another advantage of the BCSC plan is dental coverage through Delta Dental. This plan includes a comprehensive dental plan that emphasizes preventive care, covering 100% of the preventive dental care, 80% of basic and major services and 60% of orthodontic services. Please refer to the Delta Dental brochures for further details on benefits, limitations and procedures for obtaining benefits under the Plan. This coverage is not associated with the BCSC health insurance plan through SIHO. For benefit questions or to find a participating provider, call Delta Dental at (800) 524-0149 or go to their website at www.deltadentalin.com.

Here is an overview of some of the services and coverage you receive:

#### MAXIMUM BENEFITS

Annual Deductible Individual Family	\$50 \$100
Maximum Annual Benefit per Person	\$1,500
Maximum Lifetime benefit for Orthodontia	\$1,000

#### COINSURANCE

Benefit	Participating Provider	
Preventive / Diagnostic Services	100%, no deductible	90%, no deductible
Basic Services	80% after deductible	60% after deductible
Major Services	80% after deductible	60% after deductible
Orthodontia for Children under age of 19	60% after deductible	50% after deductible

The following table shows your contribution for dental coverage:

Employee Premiums	(26 pay periods)	Support/ Adm. Assistants (20+ pay periods)	Support (9 month employees)
Individual Coverage	\$8.12	\$10.56	\$10.56
Family Coverage	\$23.03	\$29.94	\$29.94

### Your Vision Benefits Summary

Get the best in eyecare and eyewear with BARTHOLOMEW CONSOLIDATED SCHOOL CORPORATION and VSP® Vision Care.

#### Using your VSP benefit is easy.

- Register at vsp.com. Once your plan is effective, review your benefit information.
- Find an eyecare provider who's right for you.
   The decision is yours to make—choose a VSP provider or any out-of-network provider. To find a VSP provider, visit vsp.com or call 800.877,7195.
- At your appointment, tell them you have VSP.
   There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

#### Best EyeCare

You'll get the highest level of care, including a WellVision Exam<sup>®</sup>— the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

#### Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like Anne Klein, bebe®, Calvin Klein, Flexon®, Lacoste, Nike, Nine West, and more! Visit vsp.com to find a VSP provider who carries these brands.

#### Plan Information

VSP Coverage Effective Date: 01/01/2016 VSP Provider Network: VSP Signature

Automatically get an extra \$20 to spend when you choose a featured frame brand like Anne Klein, bebe®, Calvin Klein, Flexon®, Lacoste, Nike, Nine West, and more. Visit vsp.com to find a provider who carries these brands.

Visit vsp.com or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.



Benefit	Description	Copay		
	Your Coverage with a VSP Provider			
WellVision Exam	Focuses on your eyes and overall wellness     Every 12 months	\$10		
Prescription G	ilasses	\$25		
Frame	\$120 allowance for a wide selection of frames     \$140 allowance for featured frame brands     20% savings on the amount over your allowance     Every 24 months	Included in Prescription Glasses		
Lenses	Single vision, lined bifocal, and lined trifocal lenses     Polycarbonate lenses for dependent children     Every 24 months	Included in Prescription Glasses		
Lens Enhancements	Tints/Photochromic adaptive lenses Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 35-40% on other lens enhancements Every 24 months	\$0 \$50 \$80 - \$90 \$120 - \$160		
Contacts (instead of glasses)	\$120 allowance for contacts; copay does not apply     Contact lens exam (fitting and evaluation)     Every 24 months	Up to \$60		
	Glasses and Sunglasses			
	Extra \$20 to spend on featured frame brand vsp.com/specialoffers for details.     30% savings on additional glasses and sunjincluding lens enhancements, from the samprovider on the same day as your WellVisior 20% from any VSP provider within 12 month WellVision Exam.	glasses, ne VSP n Exam. Or ge		
Extra Savings	Retinal Screening  No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam			
	Laser Vision Correction  - Average 15% off the regular price or 5% off the promotional price: discounts only available from contracted facilities			
	After surgery, use your frame allowance (if e sunglasses from any VSP doctor			
	Your Coverage with Out-of-Network Providers			

Tints

Lined Trifocal Lenses.

Progressive Lenses....

up to \$100

up to \$10

\_\_\_up to \$75

up to \$50

up to \$70

up to \$50

up to \$75

VSP network provider

Single Vision Lenses.....

Lined Bifocal Lenses.

Exam

Frame...

We know the health care decisions you make are very important. You deserve all the information you need to make the right choices for you and your family. After reviewing this benefit guide, please feel free to contact Columbus SIHO Member Services at **(812)** 378-7070 or Toll Free **(800)** 443-2980 with any questions.

This brochure is for informational purposes only and it is not intended to serve as a legal interpretation of benefits. The entire provisions of benefits and exclusions are contained in the Summary Plan Description (SPD), Certificate and Schedule of Benefits. In the event of a conflict between the SPD and this Guide, the terms of the SPD will prevail.

#### Note:

This is only a brief description available under the plans. For a more detailed description of coverage, benefits, limitations and exclusions, please refer to the applicable certificate of coverage or the summary plan description.



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