

THE AGREEMENT
BETWEEN THE
BOARD OF SCHOOL TRUSTEES
OF THE
SCHOOL CITY OF HOBART
AND
HOBART TEACHERS ASSOCIATION

2017 NEGOTIATING TEAMS

FOR THE TEACHERS:

Mr. David Smith, ISTA UniServ Director
Ms. Janice Hamady, Chief Negotiator
Mrs. Beth York
Mrs. Alice Hunt-Lounges
Mrs. Sheri Evans
Mr. Jon Brumley
Mrs. Jennifer Extin
Mrs. Jan Osika
Mrs. Kelly Rehlander

FOR THE BOARD:

Mrs. Monica Conrad, Lewis & Kappes,
Counsel
Dr. Peggy Buffington, Superintendent
Mr. Ted Zembala, Business Manager
Mr. Jon Mock, Director of HR & Compliance
Ms. Karen Robbins, Member

OFFICERS OF THE HOBART TEACHERS ASSOCIATION

Co-President – Ms. Alice Hunt-Lounges
Co-President – Ms. Beth York
Secretary – Ms. Catherine Patterson
Treasurer – Ms. Janice Hamady

BOARD OF SCHOOL TRUSTEES

Mr. Terry D. Butler, President
Mrs. Rikki A. Guthrie, Vice President
Mr. Michael J. Rogers, Board Secretary
Mr. Dave Bigler, Member
Mr. Donald H. Rogers, Member
Mrs. Karen J. Robbins, Member
Mr. Stuart Schultz, Member

SCHOOL ATTORNEYS

Mr. Peter Goerges
Mrs. Monica Conrad

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**ARTICLE I
INTRODUCTION**

A. PARTIES

This agreement is made and entered into this 22nd day of September, 2017, by and between the Hobart Teachers Association (Indiana State Teachers Association, National Education Association), hereinafter referred to as the "Association," and the Board of School Trustees of the School City of Hobart, hereinafter referred to as the "Board."

B. RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for all members of the bargaining unit. The Board agrees not to negotiate with any other "school employee organization" as that term is defined in IC 20-29-2-14 representing employees of the unit set forth for the duration of this Agreement unless otherwise ordered by the Indiana Education Employment Relations Board (IEERB).

C. DEFINITIONS

The term "school employee" shall be consistent with the definition set forth in IC 20-29-2-13, as hereinafter amended, supplemented or superseded. The bargaining unit shall consist of certificated school employees, hereinafter referred to as "teacher," except the following: superintendent, assistant superintendent(s), business manager, directors, principals, assistant principals, deans, athletic director and coordinators.

**ARTICLE II
SALARY/WAGES**

A. COMPENSATION PLAN ELEMENTS

1. The salary of teachers is covered by this Agreement.
2. A teacher on a temporary contract is considered part of the bargaining unit.
3. Credentials: All credits shall be from a college or university approved by the Higher Learning Commission, NCAEP, or a reciprocal accrediting agency.
4. The Superintendent is authorized by the Board to evaluate the training and experience of all applicants, in accordance with training and experience requirements as set forth by the Commission of Teacher Licensing and Certification of the State of Indiana and shall place teachers on the compensation model according to qualifications and/or need.

B. 2017-2018 COMPENSATION PLAN - SALARY AND ELIGIBILITY

1. Starting Salary. Base pay will be no less than \$40,000 for new teachers employed full time (100%).
2. Salary Range. The salary range for the 2017-2018 school year will be \$36,010 - \$69,538 prior to any compensation increase. Salary increases to this range are based on Eligibility Factors.
3. Base Salary Adjustment. For the 2017-2018 school year, teachers will be placed on the salary table attached as Appendix B on the row and column they held in the 2016-2017 school year. This is an adjustment year for salaries to raise the minimum base salary according to the needs of the School City of Hobart.
4. Eligibility Factors: In order to receive the increase in compensation for the 2017-2018 school year, as reflected in Appendix B, a teacher must:
 - a. have completed the 2016-2017 school year at School City of Hobart in good standing;
 - b. have worked at least 120 work days of the 2016-2017 school year;
 - c. receive a performance evaluation rating of "effective" or "highly effective" for the 2016-2017 school year; and,
 - d. return to teach at School City of Hobart for the 2017-2018 school year.
 - e. Teachers who receive a performance evaluation rating of "improvement necessary" or "ineffective" for the 2016-2017 school year are ineligible for any increase in compensation.

C. 2018-2019 COMPENSATION PLAN - SALARY AND ELIGIBILITY

- 1 Starting Salary. Base pay will be no less than \$41,200 for new teachers employed full time (100%).
- 2 Salary Range. The salary range for the 2018-2019 school year will be \$40,000 - \$70,738 prior to any compensation increase. Salary increases to this range are based on Eligibility Factors.
- 3 Base Salary. The School Corporation will make \$230,400 available exclusively for increasing 2018-2019 school year base salaries for eligible teachers. This amount will be allocated according to the 2018-2019 compensation plan eligibility factors and added to the returning teacher's 2017-2018 base salary. If the information required to determine allocation under the compensation plan factors is not known at the beginning of the 2018-2019 contract year, then it will be retroactively applied after all relevant information is known.
- 4 Eligibility Factors. For purposes of determining eligibility for and the amount of any increase in a teacher's compensation for the 2018-2019 school year, the School Corporation will use a seven-point system as follows:

- a. Effectiveness: 5 points for an effective or highly effective evaluation during the 2017-2018 school year;
- b. Experience: 2 points for working 120 or more work days in the 2017-2018 school year;
- c. Teachers return to teach at School City of Hobart for the 2018-2019 school year and be employed at the time the information necessary to calculate distribution is known.
- d. Teachers who receive a performance evaluation rating of "improvement necessary" or "ineffective" for the 2017-2018 school year are ineligible for any increase in compensation.

C. Calculation of Distribution (2018-2019 only)

1. Determine points earned by each eligible teacher in the 2017-2018 school year by totaling points earned in the two eligibility categories.
2. Add up the points earned by all eligible teachers in the 2017-2018 school year.
3. Divide the negotiated amount for compensation increase for the 2018-2019 school year by the total points earned by all eligible teachers. This will result in a per point dollar value.
4. Multiply the per point dollar value by the total points earned by an eligible teacher. This will result in the total amount to be distributed to that individual teacher as an increase to the teacher's base salary for the 2018-2019 school year.

ARTICLE III

WAGE /SALARY-RELATED FRINGE BENEFITS

A. PROFESSIONAL AND PERSONAL LEAVES

1. Personal Leave - Three (3) personal leave days for personal business shall be granted during the contractual year upon request in writing to the superintendent at least twenty-four (24) hours before taking such leave (except in case of emergency). Such requests shall be made on a Personal Leave Form. Such leaves shall be without loss of compensation for such absence. Unused personal leave shall accumulate from year to year to a maximum of six. Those personal days, in excess of six, unused shall be added to the accumulated sick leave days on August 1 at the start of the school year in which they are accumulated. Use of personal leave by any one teacher shall not exceed six (6) days in any given school year.
2. Bereavement Leave – A leave of up to seven (7) work days shall be granted following the death of an employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, or for which any person the teacher and his/her spouse are responsible. If more than one (1) death in the immediate family should occur, seven (7) full work days shall be granted for each. Leave up to five

(5) work days shall be granted for death of aunt, uncle, niece, nephew, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in law, daughter-in-law, and son-in-law. An employee may request leave from the superintendent to attend the funeral of someone not listed above.

If the employee begins such leave during the first half of the teacher day, that day will be counted as the first day of bereavement. If the employee leaves after that time, the first day begins the following day. These days are not cumulative. If a teacher is an administrator or executor of the estate of a deceased person, two (2) of the bereavement days may be used for that purpose within one (1) year of the date of death.

3. Educational Conference Attendance - All staff members shall be eligible for two (2) days conference attendance with pay. Teachers shall be required to file written requests with the superintendent through his/her designee setting forth the nature of the conference. Requests should be filed, if at all possible, by September 30 of each school year, but in no event later than two (2) weeks prior to the conference. The superintendent has the discretion to approve conference attendance. Such approval shall not be unreasonably withheld. A conference may be announced with less than two (2) weeks' notice; and in such instances, the superintendent may waive the notice requirement. Such dates and days of leave may be extended by approval of the superintendent. Further, teachers may be requested to report the nature of the conference/professional meeting(s) attended and content of the program.

Conference Expenses - Since the School City of Hobart encourages professional growth, the School City of Hobart will pay in part the expenses incurred at professional conferences, workshops and seminars. These expenses would include the cost of hiring a substitute for the teacher(s) involved. This does not include the ISTA Conference.

4. Court Appearance Leave - Leave of absence without loss of pay or other leave days shall be granted for any court appearance where attendance of the teacher is requested by the school administration or prosecutor. A teacher called for jury duty or subpoenaed as a witness in a work-related matter shall be compensated for the difference between the teaching pay and the pay received for the performance as a juror or a witness.

In the event a teacher is subpoenaed to appear in court on a non-work related matter, the teacher who is subpoenaed may elect to reimburse the school corporation for the cost of the substitute and not use a day of personal business leave.

A leave of absence without loss of pay or other leave days shall be granted for required testimony by a teacher in a criminal proceeding involving an alleged assault and battery committed against a teacher at school or school function.

5. Serious Injury or Illness in the Family – Teachers shall be allowed up to six (6) work days leave per year with pay (not accumulative but deductible from sick leave days) for absences occasioned by such serious illness or injury of the employee's spouse, parent(s), children or any person for whom the teacher is responsible and up to three (3) work days leave for absences occasioned by serious illness or injury of the employee's mother-in-law or father-in-law. If a teacher has used all of his/her available family illness days for a given school year and still needs access to additional accumulated sick leave days, he/she may make a request to use additional sick leave days for family illness to the superintendent who shall have the discretion to grant or deny such request.
6. Association Business Leave - The Association will be granted up to twelve (12) days, for the purpose of lobbying during the long session of the Indiana General Assembly and eight (8) days for such purpose during the short session. In addition, the Association will be granted ten (10) days every year for Association business other than lobbying. The Association President must coordinate the leave with the superintendent. The request will not be unreasonably denied. The Association will reimburse the school employer for the costs of substitutes. These days will not include any days provided under Article II.
7. The School City of Hobart will comply with the provisions of the Family Medical Leave Act of 1993, as supplemented, superseded or amended (herein referred to as FMLA).
8. For absences caused by illness or physical disability of the teacher, each teacher shall be allowed ten (10) days for each year of employment accumulative to 200 days. However, any teacher who has more than 200 accumulated days as of September 1, 2015 shall have that total number of accumulated days as their personal limit. In the event a new teacher shall have accumulated one or more sick leave days in a prior school corporation of this state, then there shall be added for the second year and each succeeding year of such employment up to three (3) 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. The school employer may require the submission of a physician's certificate of treatment and nature of incapacitation or illness in cases where illness has been frequent or where a reasonable suspicion of abuse exists.
9. Absence due to injury incurred in the course of the teacher's employment shall be charged against the teacher's sick leave days provided that portion of the sick leave days covered by the Indiana Worker's Compensation Act be returned to the teacher. When a teacher has used his/her total accumulation of sick leave days prior to the end of the school year, the Board shall pay to such teacher the difference between his/her salary and benefits received under the Indiana Worker's Compensation Act for a total of not more than thirty (30) additional school days. See below for Long Term Disability insurance.

B. INSURANCE PROTECTION

1. Insurance
 - a. The basic group insurance programs consist of health insurance, dental insurance, prescription drug coverage and vision insurance.
 - b. If a spouse of a teacher is employed by another employer, the spouse will enroll in the single plan of his/her employer as the primary carrier if the employer permits enrollment.
 - c. Teachers may only enroll during the first thirty (30) days of employment in the insurance plan of the school corporation and will only be permitted to enroll or change to a family plan in the case of a significant life qualifying event.
2. In the case of both a husband and wife employed in the bargaining unit, the employees will contribute \$1.00 for the annual insurance premium.
 - a. Where two teachers are married and enrolled in one (1) family plan or in (2) two single plans where that is the most economical for the basic group insurance program, one (1) spouse-teacher shall be entitled to receive a stipend (See 4. below). This paragraph only applies to teachers hired prior to the 2006-2007 school year.
3. The basic group insurance programs shall continue the health insurance, dental insurance, prescription drug coverage and vision insurance. The Board of School Trustees agrees to implement a Section 125 Plan to defer payments of premiums, unreimbursed medical expenses and child care. The school corporation will select the qualifying carrier with the most competitive offer with respect to charges for services of administering this plan.
 - a. The Board will contribute 90% of the single or family premium for the basic group insurance program with the teacher contributing 10%.
4. The Board shall continue to contribute a Five Hundred Dollar (\$500.00) stipend annually for those who do not participate in the medical, dental, and vision group insurance program.
 - a. A teacher electing this option must submit a waiver of coverage prior to commencement of this benefit. The stipend will be distributed within 30 days of the last teacher day, but no later than June 30th.
5. Term Life Insurance
 - a. The Board will provide, at the cost of One Dollar (\$1.00), a term life insurance policy in the amount of Fifty Thousand Dollars (\$50,000.00) and provides double indemnity coverage for accidental death.

6. Long Term Disability

- a. The Board will provide without cost to the employee, an LTD group insurance plan with 66 2/3% of regular salary benefit after a One Hundred Twenty (120) calendar day waiting period.

7. Employee Assistance Program (EAP)

- a. An EAP shall be available. (It is understood that employee participation shall be voluntary.)

8. Miscellaneous Medical Examination

- a. The cost of any medical examination or any other examination required by the Board or the law shall be paid by the Board. The Board reserves the right to designate the licensed physician to administer such medical examination.

C. RETIREMENT BENEFITS

1. Retirement Savings Section 401(a)

- a. The School Corporation agrees to maintain an IRS Code Section 401(a) plan for all members of the bargaining unit. The School Corporation shall contribute to individual accounts in the name of the respective existing certificated school employee an amount equal to 2.5% of the base salary. Base salary is defined as the individual teacher's current contract without supplement salary amounts.

2. Effective September, 1992, the Board will pay the 3% teacher contribution for the Teacher Retirement Fund (TRF).

3. Severance Benefit

- a. Upon written request to the Superintendent before the respective April 1 (See C below) by a certificated school employee who:
 - i has reached age 50 by the end of the succeeding school year;
 - ii has or will have in the succeeding school year 15 years' experience in the School City of Hobart;
 - iii the next school year will be the employee's last year of employment by the School Corporation; and
 - iv timely provides the Superintendent with the required notice.
 - v The School Corporation shall pay Two Thousand Dollars (\$2,000.00) of regular severance benefit to the certificated school employee prior

to the end of the fiscal year. The Superintendent may waive the notice requirement as a result of the certificated school employee's serious ill health, serious accident; unforeseen emergency; or initial school year implementation of the section.

D. PERSONAL AUTOMOBILE USE

1. Teachers required as part of their assignment to drive personal automobiles from one school to another school shall receive a car allowance equal to the maximum deduction permitted by the IRS. A standard approved mileage figure shall set forth the distance between building assignments. As an alternative to the computation of mileage, a traveling teacher may submit an approved log sheet setting forth the date, number of trips and the standard mileage figure.

E. ATTENDANCE STIPEND

1. Exemplary teacher attendance of no more than three (3) total missed days in said contract year (excludes professional development), a stipend of \$500 will be given at the end of a school year.
2. Excellent teacher attendance of no more than five (5) total missed days in said contract year (excludes professional development), a stipend of \$250 will be given at the end of a school year.

F. TUITION REIMBURSEMENT PROGRAM

1. The School Corporation will establish a reimbursement program in the amount of \$30,000 based on available funds from the School Corporation's Title II Grant for the reimbursement of tuition and out-of-pocket expenses for pre-approved college courses. This benefit is contingent upon approval by the Superintendent.
 - a. College Course Reimbursement Criteria:
 - i. All requests for reimbursement must be pre-approved by the Superintendent.
 - ii. The request for approval must be made in writing, in advance of the start of the course.
 - iii. No more than four college courses per teacher each year will be approved for reimbursement. Expenses related to audited courses will not be reimbursed. The following documentation must be submitted as part of the pre-approval process for reimbursement:
 - a. Tuition Reimbursement Program form available on the School Corporation's website for HR forms, including signatures;
 - b. A receipted copy of the tuition bill; and,
 - c. If applicable, the written, practical plan of implementation during the year following teachers taking the class.
 - d. The course must be recognized for college credit at an accredited college or university.

- iv. The School Corporation will reimburse for pre-approved courses taken by a teacher that directly apply toward the teacher obtaining dual credit certification by a college or university utilized by the School Corporation for issuance of dual credit. Teachers must receive advance approval for this benefit which must include a description of the courses to be taken and a timeline of anticipated completion.
- v. The course proposed for approval must be in the area of the teacher's certification, current teaching position, certification or an accredited master's program that advances a teacher fulfilling additional licensure requirements for hard to fill positions (i.e. AP training, PLTW, Guidance).
- vi. Not later than 30 days following the quarter or semester in which the course is completed, documentation of satisfactory evidence documenting the receipt of a grade of B or better for the course;
- vii. Subsequent reimbursement may be contingent on a B or better of course work.

G. EXTRA DUTY CONTRACTS (SEE APPENDIX C)

ARTICLE IV PROFESSIONAL GRIEVANCE PROCEDURE

1. Definition and Procedure

- a. "Grievance" - A claim by a teacher, teachers or the Association verified by a signed grievance form alleging there has been a violation, misinterpretation or misapplication of any express provisions of the Agreement may be processed as a grievance as hereinafter provided.
- b. "Work Day" shall be any day when teachers are required to be in attendance during the regular school term and each day during the summer except Saturdays, Sundays, and legal holidays.
- c. During the summer recess, either party may request, in writing, an extension of the time limits set forth in this Article including the reason(s) for such request; such request will be granted upon submission of the above written request. Normally such time limits will not be extended more than thirty (30) days unless by mutual agreement of the parties.
- d. As grievances arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- e. Any teacher has the right to be represented at any step of the grievance procedure by representatives of the Association. The grievant and the principal will be limited to the total of two (2) representatives at the Informal Level and Formal Level One.

2. Time Limits, Compliance and Submission of Grievance

- a. If an individual teacher has a complaint which he/she wishes to discuss with any member of the school administration, he/she is free to do so without any recourse to the grievance procedure.
- b. No additional evidence, material, allegation, remedy, or defense may be submitted by either party, which has not been disclosed to the opposite party within twenty-one (21) calendar days of an arbitration hearing unless agreed to by both parties.
- c. The superintendent may refer the matter to the principal for an amended answer of the Step I grievance.
- d. The time limits provided for in this Article shall be strictly observed in processing a grievance. The grievance must be processed in accordance with the time limits at each step or the grievance will be considered withdrawn and may not be re-filed. The parties may by mutual written agreement extend the time limits. In the event of illness of a grievant, it is agreed that the time limit will be extended until the grievant returns to work or, in case of extended illness, the Association may pursue the grievance in the grievant's absence.

3. Procedure

a. Informal Grievance

- i. In the event a grievant believes there is a basis for a grievance, he/she must request in writing a meeting to discuss the grievance within twenty (20) work days of when he/she knew or should have known of facts giving rise to the alleged grievance. A mutually agreeable time and place for such a meeting will be established within ten (10) work days of the request. The grievance must be filed with the building principal or his/her designee in the school building in which the alleged grievance arose or occurred.

b. Formal Step I

- i. If the grievant and/or Association is not satisfied with the disposition of the grievance by the building principal or if no disposition has been made within five (5) days of such meeting(s), the grievance may be submitted to Formal Step I if such grievance is filed within five (5) work days of the answer or after five (5) days from the date of the meeting(s) if

no disposition has been made by the principal. The grievant shall set forth the following in writing on the form:

- a. the article(s) and section(s) of the Agreement that allegedly have been violated;
 - b. the date the alleged violation occurred;
 - c. the known facts that support the alleged violation; and
 - d. the remedy sought.
- ii. Within five (5) work days after receiving the formal grievance, the principal and the grievant at a mutually agreeable time and place shall meet to discuss the grievance. Within five (5) work days after such meeting, the principal will communicate his/her answer in writing to the grievant(s) on the proper form.

4. Formal Step II - Superintendent

- a. In the event that the grievance is not resolved at Formal Step I, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Step II provided said appeal is filed with the superintendent within twenty-five (25) work days of receipt of the written answer at Step I or within thirty (30) days if no disposition is forthcoming from the building principal. The appeal on the Step II Grievance Form shall include a copy of all materials and evidence previously submitted and a copy, at the same time, shall be given to the building principal.
- b. The superintendent or his/her designee shall meet with the grievant and/or the representative of the Association at a mutually agreeable time on the grievance within ten (10) work days of the receipt of the grievance. Within ten (10) work days from the meeting on the grievance, the superintendent shall render a written decision to the grievant and the Association as to the resolution of the grievance. The superintendent may hold a formal hearing(s) prior to the rendering of the written decision, and additional time, not to exceed ten (10) work days shall be allowed if the superintendent determines further investigation is necessary.
- c. If the grievance involves alleged violation(s) of the contract in more than one (1) school building, the grievance may be filed at Formal Step II in writing within twenty-five (25) days of its occurrence. An additional five (5) days may be taken by the superintendent to submit his/her written answer to the grievant's presentation or grievance. Additionally, affected principals may attend the grievance meeting.

5. Step III – Arbitration

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the period provided in Step II, the grievance shall, upon motion of the Association be submitted to binding arbitration before an impartial arbitrator. The parties shall not submit any grievances to arbitration except those defined by IC 20-28-9 as topics within the scope of bargaining. The Association shall serve written notice to the superintendent of its intent to arbitrate by submitting a copy of its Request for Arbitration Panel from the Federal Mediation and Conciliation Service (FMCS) within twenty (20) work days after receiving the Step II answer. The Board recognizes the right of the Association to initiate a request for a panel submission and that FMCS is authorized to provide such panel upon such request.

Following submission of a panel of arbitrators to each party by the FMCS, a representative of each party shall within five (5) days of receipt of said panel strike the names of any arbitrators who are unacceptable and number the names of those remaining in order of preference. Within seven (7) days of receipt of the panel from FMCS, the two (2) representatives shall confer either in person or by phone for the purpose of selecting the arbitrator. The numerical ratings of the remaining arbitrators shall be added together with the arbitrator having the lowest total numerical rating being the arbitrator who will hear the case unless that arbitrator disqualifies himself/herself. In the event an arbitrator disqualifies himself/herself, the arbitrator with the next lowest total numerical rating will be requested to hear the case. This procedure shall be followed until an arbitrator is selected.

The conduct of all proceedings hereunder shall be in accordance with the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes as adopted by the National Academy of Arbitrators, the American Arbitration Association and the FMCS.

- a. The arbitrator shall have no authority to add to, subtract from, disregard, or alter any of the terms from this Agreement.
- b. The arbitrator shall have no power to establish new salary structures. No decision in any one (1) arbitration shall require a retroactive wage adjustment for any other member(s) of the bargaining unit if the facts are different.
- c. No formal grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement, unless by mutual agreement of the parties.
- d. The arbitrator shall have no power to make any decision or recommendation which would require the commission of an act inconsistent with or prohibited by law.

- e. The fees and expense of the arbitrator shall be shared equally by the school employer and the grievant or the grievant's representative. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses incurred by the other.
- f. The arbitrator shall have no power to substitute his/her judgment for that of the school employer as to the reasonableness of any practice, policy, or any action taken by the school employer not in violation of the express terms of this Agreement.

6. Miscellaneous

- a. Decisions rendered at any step of this procedure shall be in writing.
- b. All documents, communications, and records solely contained in the grievance process shall be maintained in a grievance file separate from the participants' personnel file(s).
- c. The forms for filing and processing grievances and other necessary documents shall be provided by the superintendent and made available through the building principals, the building representatives and the officers of the Association. The forms are also available on the School City of Hobart's website.
- d. Any hearing at the various steps shall be held during non-teaching hours unless the parties agree otherwise. In the event that the parties mutually schedule an arbitration hearing during the teaching hours, teachers who are required to attend such hearings will be given release time without loss of pay to the extent of their necessary participation.
- e. Prior to any arbitration hearing or administrative hearing, the parties shall determine the timelines and the amount of release time necessary.
- f. The election of the grievant and the Association to process a grievance to Step III shall constitute an election of remedies and bar it from pursuing the dispute in other forums, including, but not limited to, courts, the IEERB, and any federal, state or local administrative agency.

**ARTICLE V
EFFECT AND TERM OF AGREEMENT**

This agreement supersedes and cancels all previous agreements, verbal and written or based on alleged past practices, between the school employer and the exclusive representative and constitutes the entire Agreement between the parties.

This Agreement may not be changed or amended except by a written instrument signed by both parties.

- 1. All bargainable issues have been discussed during negotiations leading to this Agreement and no additional bargaining on said issues will be conducted on any

item, whether contained herein or not, during the life of this Agreement, except by mutual agreement or by order of any court or the IEERB.

2. The Board shall be responsible for the electronic reproduction of the Agreement on the district's website no more than thirty (30) days subsequent to formal Board ratification.
3. In the event that a section or provision is canceled due to a court ruling or a legislative act, either the Association or the Board may reopen negotiations to prevent the resultant cancellation of a right or benefit to either minimize the impact of such ruling or act, or to maintain such right or benefit by amendment.
4. This Agreement shall be effective the 22nd day of September 2017, and shall remain in effect through the 30th day of June, 2019. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated subject to the provisions of IC 20-29 *et seq.*
5. This Agreement is so attested to by the parties' presidents, secretaries, and members' signatures which appear below and is made and entered into at Hobart, Indiana, on the 22nd day of September 2017.

SCHOOL CITY OF HOBART
TEACHERS ASSOCIATION

BOARD OF SCHOOL
TRUSTEES OF THE
SCHOOL CITY OF HOBART

BY: _____
Alice Hunt-Lounges, Co-
President

BY: _____
Terry D. Butler, President

BY: _____
Beth York, Co-President

BY: _____
Rikki A. Guthrie, Vice President

BY: _____
Catherine Patterson, Secretary

BY: _____
Michael J. Rogers, Secretary

BY: _____
Janice Hamady, Treasurer
Chief Negotiator

BY: _____
Dave Bigler, Member

BY: _____
Karen J. Robbins, Member

BY: _____
Stuart Schultz, Member

BY: _____
Donald H. Rogers, Member

**APPENDIX A-1
GRIEVANCE REPORT FORM**

Grievance # _____

SCHOOL CITY OF HOBART GRIEVANCE REPORT

Name of Grievant _____ Date Filed _____

Building _____ Assignment _____

STEP I (INFORMAL)

A. Date cause of Grievance occurred: _____

B. (1) Statement of Grievance: _____

(2) Relief sought: _____

Signature

Date

If additional space is needed in reporting Section B-1 & 2 of Step I, attach on additional sheet.

Grievance # _____

SCHOOL CITY OF HOBART GRIEVANCE REPORT

Name of Grievant _____ Date Filed _____

Building _____ Assignment _____

STEP I (FORMAL)

A. Date cause of Grievance occurred: _____

B. (1) Statement of Grievance: _____

(2) Relief sought: _____

Signature

Date

Grievance # _____

SCHOOL CITY OF HOBART GRIEVANCE REPORT

Name of Grievant _____ Date Filed _____

Building _____ Assignment _____

STEP II

Submit to Superintendent in TRIPLICATE:

A. Position of Grievant: _____

Signature Date

B. Date received by Superintendent or Designee: _____

C. Disposition by Superintendent or Designee: _____

Signature Date

Grievance # _____

SCHOOL CITY OF HOBART GRIEVANCE REPORT

Name of Grievant _____ Date Filed _____

Building _____ Assignment _____

STEP III

Submit to Arbitrator in TRIPLICATE:

A. Position of Grievant: _____

Signature Date

B. Date submitted to Arbitration: _____

C. Disposition and award of Arbitrator: _____

Signature of Arbitrator Date of Decision

**APPENDIX A-2
GRIEVANCE REPORT FORM (BOARD)**

Grievance # _____

SCHOOL CITY OF HOBART GRIEVANCE REPORT

Name of Grievant _____ Date Filed _____

Building _____ Assignment _____

STEP I (INFORMAL)

A. Date cause of Grievance occurred: _____

B. (1) Statement of Grievance: _____

(2) Relief sought: _____

Signature

Date

If additional space is needed in reporting Section B-1 & 2 of Step I, attach on additional sheet.

Grievance # _____

SCHOOL CITY OF HOBART GRIEVANCE REPORT

Submit to Superintendent in TRIPLICATE:

Name of Grievant _____ Date Filed _____

Building _____ Assignment _____

BOARD STEP

A. Position of Grievance: _____

Signature

Date

B. Date received by Board of Trustees or Designee: _____

C. Disposition by Board of Trustees: _____

Signature

Date

**APPENDIX B
2017-18 SALARY TABLE**

For the 2017-2018 school year, teachers will be on the salary table at the row and column they held in the 2016-2017 school year. The rows and columns reflect the compensation increase for all eligible bargaining unit members. (Rows are **NOT** equivalent to years of experience.)

Schedule A				Schedule B			
Row	BS	B15	MS	Row	MS	M15	M30
1	40,000	40,000	40,263	1	41,437	42,279	43,131
2	40,000	40,000	41,475	2	42,844	43,729	44,576
3	40,000	40,884	42,660	3	44,388	45,270	46,123
4	40,741	42,075	43,861	4	45,934	46,786	47,668
5	41,925	43,273	45,252	5	47,486	48,335	49,216
6	43,201	44,600	46,532	6	49,036	49,881	51,247
7	44,497	45,896	48,032	7	50,544	51,396	52,327
8	45,893	47,328	49,671	8	52,146	53,001	53,884
9	47,099	48,899	50,699	9	53,809	54,685	55,546
10	48,306	50,106	51,906	10	55,466	56,352	57,246
11	49,513	51,312	53,112	11	57,155	58,012	58,868
12	50,719	52,519	54,319	12	58,825	59,682	60,539
13	51,926	53,725	55,525	13	60,592	61,483	62,340
14	53,132	54,932	56,732	14	61,189	62,079	62,969
15	54,339	56,139	57,938	15	61,786	62,676	63,566
16	55,545	57,345	59,145	16	62,384	63,273	64,163
17	56,752	58,552	60,351	17	62,981	63,871	64,760
18	57,958	59,758	61,558	18	63,578	64,468	65,358
19	59,165	60,965	62,765	19	64,175	65,065	65,955
20	60,372	62,171	63,971	20	64,773	65,662	66,552
21	61,578	63,378	65,178	21	65,370	66,260	67,149
22	62,785	64,585	66,385	22	65,967	66,857	67,747
23	63,992	65,792	67,592	23	66,564	67,454	68,344
24	65,199	66,999	68,799	24	67,161	68,051	68,941
25	66,406	68,206	70,006	25	67,758	68,648	69,538

***Salary Schedule A** – The 2013-2014 Certified Staff with a Bachelors or Bachelors+15 and new certified staff hired in and beyond 2014.

***Salary Schedule B** – The 2013-2104 Certified Staff with advanced degrees including the masters and beyond. The 2013-2014 Certified Staff who started course work for an advanced degree before July 1, 2011 and completes it before September 2, 2014.

**APPENDIX C
EXTRA-DUTY SCHEDULE**

(If teachers share an extra duty position, the salary is split 50/50.)

ATHLETICS	School	Step 0-1	Step 2-3	Step 4-5	Step 6+
COACHING POSITIONS:					
BASEBALL VARSITY	HS	3,570	4,080	4,590	5,100
ASSISTANT VARSITY/BASEBALL	HS	3,022	3,038	3,053	3,070
JUNIOR VARSITY/BASEBALL	HS	2,924	2,957	2,990	3,021
9TH GRADE BASEBALL	HS	1,589	1,971	2,382	2,924
GIRLS SOFTBALL VARSITY	HS	3,570	4,080	4,590	5,100
ASSISTANT SOFTBALL/GIRLS	HS	3,022	3,038	3,053	3,070
JUNIOR VARSITY/SOFTBALL GIRLS	HS	2,924	2,957	2,990	3,021
BOYS BASKETBALL VARSITY	HS	5,952	6,497	7,039	7,577
ASSISTANT VARSITY/BOYS BB	HS	4,623	4,698	4,772	4,853
JUNIOR VARSITY/BOYS BB	HS	3,315	3,751	4,186	4,622
9TH GRADE/BOYS BB	HS	2,805	2,974	3,144	3,314
9TH GRADE/BOYS BB	HS	2,805	2,974	3,144	3,314
8TH GRADE BOYS A BASKETBALL	MS	1,547	1,949	2,393	2,804
8TH GRADE BOYS B BASKETBALL	MS	1,547	1,949	2,393	2,804
7TH GRADE BOYS A BASKETBALL	MS	1,547	1,949	2,393	2,804
7TH GRADE BOYS B BASKETBALL	MS	1,547	1,949	2,393	2,804
GIRLS BASKETBALL VARSITY	HS	5,952	6,497	7,039	7,577
ASSISTANT VARSITY/GIRLS BB	HS	4,623	4,698	4,772	4,853
JUNIOR VARSITY/GIRLS BB	HS	3,315	3,751	4,186	4,622
9TH GRADE/GIRLS BB	HS	2,805	2,974	3,144	3,314
9TH GRADE/GIRLS BB	HS	2,805	2,974	3,144	3,314
8TH GRADE GIRLS A BASKETBALL	MS	1,547	1,949	2,393	2,804
8TH GRADE GIRLS B BASKETBALL	MS	1,547	1,949	2,393	2,804
7TH GRADE GIRLS A BASKETBALL	MS	1,547	1,949	2,393	2,804
7TH GRADE GIRLS B BASKETBALL	MS	1,547	1,949	2,393	2,804
BOYS CROSS COUNTRY VARSITY	HS	3,468	3,695	3,923	4,150
BOYS CROSS COUNTRY ASST.	HS	2,823	2,993	3,162	3,332
MIDDLE SCHOOL BOYS CC	MS	1,541	1,965	2,381	2,822
MIDDLE SCHOOL BOYS CC	MS	1,541	1,965	2,381	2,822
MIDDLE SCHOOL BOYS CC	MS	1,541	1,965	2,381	2,822
GIRLS CROSS COUNTRY VARSITY	HS	3,468	3,695	3,923	4,150
GIRLS CROSS COUNTRY ASST.	HS	2,823	2,993	3,162	3,332
MIDDLE SCHOOL GIRLS CC	MS	1,541	1,965	2,381	2,822
MIDDLE SCHOOL GIRLS CC	MS	1,541	1,965	2,381	2,822

MIDDLE SCHOOL GIRLS CC	MS	1,541	1,965	2,381	2,822
FOOTBALL VARSITY	HS	5,952	6,497	7,039	7,577
ASSISTANT VARSITY/FB	HS	4,488	4,573	4,657	4,743
ASSISTANT VARSITY/FB	HS	4,488	4,573	4,657	4,743
ASSISTANT VARSITY/FB	HS	4,488	4,573	4,657	4,743
JUNIOR VARSITY/FB	HS	3,571	3,871	4,171	4,471
JUNIOR VARSITY/FB	HS	3,571	3,871	4,171	4,471
9TH GRADE HEAD/FB	HS	3,315	3,400	3,484	3,570
9TH GRADE/FB	HS	2,805	2,974	3,144	3,314
9TH GRADE/FB	HS	2,805	2,974	3,144	3,314
7TH GRADE FOOTBALL	MS	1,547	1,949	2,393	2,804
7TH GRADE/FB	MS	1,547	1,949	2,393	2,804
8TH GRADE/FB	MS	1,547	1,949	2,393	2,804
8TH GRADE/FB	MS	1,547	1,949	2,393	2,804
BOYS GOLF VARSITY	HS	2,175	2,442	2,710	2,977
JUNIOR VARSITY/BOYS GOLF	HS	909	1,207	1,692	2,173
GIRLS GOLF VARSITY	HS	2,175	2,442	2,710	2,977
GIRLS JV GOLF	HS	909	1,207	1,692	2,173
GIRLS GYMNASSTIC VARSITY	HS	3,244	3,790	4,331	4,872
ASSISTANT VARSITY/GIRLS GYM	HS	1,719	2,122	2,556	3,021
8TH GRADE/GIRLS GYM	MS	1,557	1,971	2,382	2,825
7TH GRADE/GIRLS GYM	MS	1,557	1,971	2,382	2,825
6TH GRADE/GIRLS GYM	MS	1,557	1,971	2,382	2,825
BOYS SOCCER VARSITY	HS	3,060	3,455	3,849	4,244
BOYS SOCCER JUNIOR VARSITY	HS	1,530	1,926	2,322	2,716
GIRLS SOCCER VARSITY	HS	3,060	3,455	3,849	4,244
GIRLS SOCCER JUNIOR VARSITY	HS	1,530	1,926	2,322	2,716
BOYS SWIMMING VARSITY	HS	4,080	4,420	4,759	5,100
ASSISTANT VARSITY/BOYS SWIM	HS	1,819	2,223	2,661	3,182
DIVING ASSISTANT/BOYS	HS	789	1,191	1,533	2,172
GIRLS SWIMMING VARSITY	HS	4,080	4,420	4,759	5,100
ASSISTANT VARSITY/GIRLS SWIM	HS	1,819	2,223	2,661	3,182
DIVING ASSISTANT/GIRLS	HS	789	1,191	1,533	2,172
BOYS TENNIS VARSITY	HS	3,060	3,455	3,849	4,244
JUNIOR VARSITY/BOYS TENNIS	HS	1,530	1,926	2,322	2,716
GIRLS TENNIS VARSITY	HS	3,060	3,455	3,849	4,244
JUNIOR VARSITY/GIRLS TENNIS	HS	1,530	1,926	2,322	2,716

BOYS TRACK VARSITY	HS	4,080	4,420	4,759	5,100
ASSISTANT TRACK/BOYS	HS	2,829	2,999	3,168	3,338
ASSISTANT TRACK/BOYS	HS	2,829	2,999	3,168	3,338
MIDDLE SCHOOL BOYS TK	MS	1,681	2,025	2,391	2,828
MIDDLE SCHOOL BOYS TK	MS	1,681	2,025	2,391	2,828
MIDDLE SCHOOL BOYS TK	MS	1,681	2,025	2,391	2,828
MIDDLE SCHOOL BOYS TK	MS	1,681	2,025	2,391	2,828
GIRLS TRACK VARSITY	HS	4,080	4,420	4,759	5,100
ASSISTANT TRACK/GIRLS	HS	2,829	2,999	3,168	3,338
ASSISTANT TRACK/GIRLS	HS	2,829	2,999	3,168	3,338
MIDDLE SCHOOL GIRLS TK	MS	1,681	2,025	2,391	2,828
MIDDLE SCHOOL GIRLS TK	MS	1,681	2,025	2,391	2,828
MIDDLE SCHOOL GIRLS TK	MS	1,681	2,025	2,391	2,828
MIDDLE SCHOOL GIRLS TK	MS	1,681	2,025	2,391	2,828
GIRLS VOLLEYBALL VARSITY	HS	4,080	4,420	4,759	5,100
JUNIOR VARSITY/GIRLS VB	HS	3,386	3,447	3,508	3,570
9TH GRADE/GIRLS VB	HS	2,876	3,045	3,215	3,385
9TH GRADE/GIRLS VB	HS	2,876	3,045	3,215	3,385
8TH GRADE GIRLS A VB	MS	1,557	1,971	2,382	2,875
8TH GRADE GIRLS B VB	MS	1,557	1,971	2,382	2,875
7TH GRADE GIRLS A VB	MS	1,557	1,971	2,382	2,875
7TH GRADE GIRLS B VB	MS	1,557	1,971	2,382	2,875
BOYS WRESTLING VARSITY	HS	5,100	5,511	5,922	6,375
ASST VARSITY/BOYS WR	HS	3,570	3,739	3,909	4,080
JUNIOR VARSITY/BOYS WR	HS	3,336	3,384	3,432	3,481
9TH GRADE/BOYS WR	HS	2,826	2,996	3,165	3,335
8TH GRADE/BOYS WR	MS	1,557	1,971	2,382	2,825
8TH GRADE/BOYS WR	MS	1,557	1,971	2,382	2,825
7TH GRADE/BOYS WR	MS	1,557	1,971	2,382	2,825
6TH GRADE/BOYS WR	MS	1,557	1,971	2,382	2,825
ATHLETIC TRAINER	HS	8,160	8,584	9,009	9,435
ASSISTANT TRAINER	HS	4,080	4,369	4,657	4,947
CONDITIONING COORDINATOR	HS	4,263	5,248	6,232	7,217
ASSISTANT (SEPT-NOV)	HS	492	654	821	984
ASSISTANT (DEC-FEB)	HS	492	654	821	984
ASSISTANT (MAR-MAY)	HS	492	654	821	984
ASSISTANT (JUNE-AUG)	HS	492	654	821	984
CARDIO LAB	MS	3,712			
CARDIO LAB	HS	3,712			

In the case of new coaches hired without experience in Hobart, placement on the lane division may be consistent with outside experience in a comparable position in the sport.

Years of experience within a sport as a coach will count towards experience for any position within a sport, except head coach; however, previous experience as head coach of that sport shall be creditable toward any subsequent service as head coach of such sport.

	School	Step 0-1	Step 2-3	Step 4-5	Step 6+
DRAMATICS:					
PUBLIC PERFORMANCES:					
DRAMATICS COORDINATOR	HS	1,267	1,267	1,267	1,715
ASST. DRAMATICS COORDINATOR	HS	451	719	991	1,266
AUDITORIUM COORDINATOR:					
AUDITORIUM COORDINATOR:	HS	3,478			
SPONSORS:					
CHEERLEADER-VARSITY	HS	2,526	3,070	3,607	
CHEERLEADER-ASSISTANT	HS	1,363	1,749	2,165	
DANCE TEAM	HS	2,526	3,069	3,607	
PEP CLUB SPONSOR	MS	466	605	746	
PEP CLUB SPONSOR	HS	934	1,211	1,490	
SENIOR CLASS/SPON	HS	934	1,211	1,490	
JUNIOR CLASS/SPON	HS	934	1,211	1,490	
SOPHOMORE CLASS/SPON	HS	748	1,026	1,306	
FRESHMAN CLASS/SPON	HS	748	1,026	1,306	
8TH GRADE CLASS/SPON	MS	374	559	748	
7TH GRADE CLASS/SPON	MS	374	559	748	
6TH GRADE CLASS/SPON	MS	374	559	748	
RELATED ARTS SPONSOR				748	
8TH GRADE TRANSITION SPON				1,000	
5TH GRADE TRANSITION SPON				500	
1ST GRADE TRANSITION SPON				500	
STUDENT COUNCIL	HS	1,306	1,677	2,051	
STUDENT COUNCIL	HS	1,306	1,677	2,051	
STUDENT COUNCIL	MS	1,306	1,677	2,051	
STUDENT COUNCIL	JM	874	874	874	
STUDENT COUNCIL	JM	874	874	874	
STUDENT COUNCIL	LIB	874	874	874	
STUDENT COUNCIL	RV	874	874	874	

STUDENT COUNCIL	ELC	874	874	874	
HONOR SOCIETY	HS			2,011	
HONOR SOCIETY	MS	1,119	1,395	1,677	
GERMAN CLUB	HS	442			
FRENCH CLUB	HS	434			
SPANISH CLUB	HS	434			
PSYCHOLOGY CLUB	HS	688			
KEY CLUB	HS	688			
DECA CLUB	HS	1,368			
GENESIUS CLUB	HS	702			
YOUTH & GOVERNMENT	HS	1,400			
MIDDLE SCHOOL CLUBS:	MS	25.00	/Hour		
ELEM SCHOOL CLUBS:	EL	25.00	/Hour		
ACADEMIC COMPETITION COORD	HS	2,487			
QUIZ BOWL COACH	HS	1,400			
ACADEMIC COMPETITION COORD	MS	1,456			
DEBATE TEAM	HS	1,400			
COMMUNITY SVC LIAISON COORD	HS	5,529			
SUBJECT AREA COACHES:					
ENGLISH	HS	1,400			
ENGLISH	MS	700			
MATH	HS	1,400			
MATH	MS	700			
SCIENCE	HS	1,400			
SCIENCE	MS	700			
SOCIAL STUDIES	HS	1,400			
SOCIAL STUDIES	MS	700			
MUSIC AND ART	HS	1,400			
ACADEMIC SPELL BOWL	HS	1,022			
ACADEMIC SPELL BOWL	MS	508			
			Step	Step	Step
	School	0-1	2-3	4-5	6+
GUIDANCE:					
COORDINATOR/GUIDANCE	HS	1,863	2,424	3,076	3,727
COORDINATOR/GUIDANCE	MS	1,119	1,677	2,327	2,983
MEDIA CENTER:					
COORDINATOR/MEDIA CENTER	DIST				1,400
TEAM LEAD:					
TEAM LEAD	HS				688
TEAM LEAD	HS				688

	School	Step 0-1	Step 2-3	Step 4+
SCHOOL PUBLICATIONS:				
SPONSOR, NEWSPAPER	HS	1,306	1,677	2,051
SPONSOR, YEARBOOK	HS	1,306	1,677	2,051
BUS. MGR., YEARBOOK	HS	465	651	934
SPONSOR, NEWSPAPER	MS	1,306	1,677	2,051
SPONSOR, YEARBOOK	MS	1,306	1,677	2,051

In determining creditable experience, service in any position within the following areas shall be credited to another position within that individual area:

1. Guidance
2. School Publications
3. Class Sponsor

For example, service in middle school guidance as a Coordinator shall be creditable to the high school guidance position; however, service in guidance will not be creditable to a school publication position.

	School	Step 0-1	Step 2-3	Step 4+
INTRAMURALS	MS/EL	14.24	17.76	21.34
SUMMER RECREATION	ALL	12.44	16.65	20.00
DRIVERS EDUCATION		25.01		
Extra Duty – Supervision (Evening Event)	20.00 /event			
Extra Duty - Instruction (Homebound) SCOH	hourly rate			
Extra Duty - Instruction (Credit Recovery/Supervision) BS-Row 1	36.23			
Extra Duty - Professional Development	Pro-rated 100.00 /day			
Extra Duty - Extended Calendar	hourly rate			
Extra Duty - Extended Day - Zero Hour - Instruction	hourly rate			

The following positions are considered co-curricular positions which have regular courses assigned in combination with an extra duty position and are to be considered consolidated as a regular curricular position and are to be considered consolidated as a regular curricular and extra-curricular position. The teacher cannot resign from this extra duty position and retain the regular curricular position:

	School	Step 0-1	Step 2-3	Step 4-5	Step 6+
MUSIC:					
BAND/ORCHESTRA	HS/MS	5,816	6,152	6,801	7,489
BAND	HS/MS	4,097	4,472	5,033	7,489
BAND	HS/MS	2,051	2,516	2,891	7,489
VOCAL	HS/MS	2,051	2,516	2,891	7,489
AUXILIARY CORPS	HS	1,306	1,490	1,863	2,239

	School	Step 0-1
MUSICALS:		
VOCALS	HS	352
PIT	HS	352

In determination of creditable experience, service in any position within this area shall be credited to another position within that individual area.

(Note: The persons holding these positions will not be required to have more public performances than the average number for the past five years.)

	School	Step 0-1	Step 2-3	Step 4+
DEPARTMENT CHAIRPERSONS:				
2 - 5 FTE MEMBERS	HS	837	1,026	1,395
+ 6 FTE MEMBERS	HS	1,395	1,677	2,051
DEPARTMENT CHAIRPERSONS:				
1.5 - 4 FTE MEMBERS	MS	748	934	1,306
+ 5 FTE MEMBERS	MS	1,306	1,584	1,863
ELEMENTARY GRADE LEVEL:				
SYSTEM COORDINATOR - KDG		1,395	1,677	2,051
FINE ARTS COORDINATOR		1,070	1,306	1,678
ELEM GR LEVEL CONTACTS:				
1.5 - 4 FTE MEMBERS				750
5+ FTE MEMBERS				1,000