MASTER TEACHER CONTRACT

BETWEEN THE

COMMUNITY SCHOOL CORPORATION OF EASTERN HANCOCK COUNTY

AND THE

EASTERN HANCOCK EDUCATORS ASSOCIATION

2018-2019

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This contract entered into this 12th day of November 2018 by and between the Board of School Trustees of the Community School Corporation of Eastern Hancock County, hereinafter called the "School Employer", and the Eastern Hancock Educators Association, hereinafter called the "Association" shall be in effect from July 1, 2018 to June 30, 2019.

ARTICLE I

RECOGNITION

The school employer recognizes the Eastern Hancock Educators Association as the exclusive representative of certified school employees in the following bargaining unit;

All certified employees, as defined by the Indiana collective bargaining statute, in the Community School Corporation of Eastern Hancock County, except for the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Manager, Administrative Assistant, Director of Transportation, Director of Buildings & Grounds, and Athletic Director.

ARTICLE II

DEFINITIONS

As used in this contract:

- 1. "School Employer" means the Board of School Trustees of the Community School Corporation of Eastern Hancock County and any person(s) authorized to act for said body in dealing with its employees.
- 2. "School Corporation" means the Community School Corporation of Eastern Hancock County of the County of Hancock of the State of Indiana.
- 3. "Certificated School Employees" and/or "Teacher(s)" means the certified personnel employed by the school employer in the bargaining unit as defined in Article I of this contract.
- 4. "Part-time teacher(s)" means any certificated employee as defined in Article I who signs a contract for less than a full school day or school year. These employees shall receive health insurance, salary and sick leave in direct proportion to the hours worked. This will apply to all new employees on or after January 1, 1994.
- 5. "School Employee Organization" means any organization which has said certificated school employees as members.
- 6. "Association" means the school employee organization which has been certified or recognized as the exclusive representative of said certified school employees and one whose primary purpose is representing said certified school employees in dealing with the school employer, and includes any person(s) authorized to act on behalf of such organization.
- 7. "Immediate Family" is interpreted as including only husband, wife, mother, father, brother, sister, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, stepmother, stepfather, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchild, or any permanent resident of the household.
- 8. The use of a masculine pronoun, wherein hereafter used indicates one whose sex is unknown, immaterial, or understood by the context of the contract under consideration. The use of such masculine pronoun is not to be so construed as to mean a male person.

ARTICLE III

COMPENSATION MODEL

- 1. <u>New Hire Salary Placement</u>. The New Hire Salary Placement Rules for 2018-2019 school year is contained in "Appendix A" which is attached hereto and made part hereof.
- 2. <u>Base Salary Increases</u>. The compensation model set forth below shall govern base salary increases for teachers during the 2018-2019 school year.

COMPENSATION MODEL FACTORS APPLICABLE TO TEACHERS

The following three factors are used as part of the compensation model for base salary increases: (1) Evaluation results; (2) Experience; and (3) Meeting Academic Needs of Students. To earn a base salary increase, a teacher must meet the evaluation and experience factors (which are defined below). The meeting academic needs factor is only applicable to two particular teachers who meet the definition of this factor as stated below.

FACTOR DEFINITIONS:

FACTOR 1: EVALUATION RESULTS

To receive any base salary increase under the evaluation factor, a teacher must have been evaluated as either highly effective or effective for the 2017-2018 school year.

A teacher with an evaluation rating of 3.5 or higher (i.e., a highly effective rating) is defined as highly effective.

A teacher with an evaluation rating of 2.5-3.49 (i.e., an effective rating) is defined as effective.

FACTOR 2: YEARS OF EXPERIENCE

A teacher who worked a minimum of 120 days during the 2017-2018 school year for the Community Schools of Eastern Hancock County and is re-employed by the Community School Corporation of Eastern Hancock County for the 2018-2019 school year.

BASE SALARY DISTRIBUTION CALCULATION:

HIGHLY EFFECTIVE - EACH TEACHER MEETING THE HIGHLY EFFECTIVE EVALUATION DEFINITION WILL RECEIVE A BASE SALARY INCREASE IN THE SUM OF 2.4866% OF THE TEACHER'S 2017-2018 BASE SALARY.

EFFECTIVE - EACH TEACHER MEETING THE EFFECTIVE EVALUATION DEFINITION WILL RECEIVE A BASE SALARY INCREASE IN THE SUM OF 2.3123% OF THE TEACHER'S 2017-2018 BASE SALARY.

EXPERIENCE – EACH TEACHER MEETING THE EXPERIENCE DEFINITION WILL RECEIVE A SALARY INCREASE THAT IS EQUAL TO 1% OF THE TEACHER'S 2017-2018 BASE SALARY. THE EXPERIENCE FACTOR DOES NOT ACCOUNT FOR MORE THAN 33.33% OF THE TEACHER'S TOTAL BASE SALARY INCREASE.

TOTAL PERCENTAGE INCREASE FOR HIGHLY EFFECTIVE TEACHERS: 3.4866% TOTAL PERCENTAGE INCREASE FOR EFFECTIVE TEACHERS: \$3.3123%

EXAMPLES TO ILLUSTRATE THE DISTRIBUTION CALCULATION FOR BASE SALARY INCREASES:

EXAMPLE NO. 1: TEACHER A EARNED A BASE SALARY IN 2017-2018 OF \$29,590. TEACHER A MEETS THE EXPERIENCE FACTOR AND WAS EVALUATED IN 2017-2018 AS EFFECTIVE. TEACHER A WILL RECEIVE THE FOLLOWING AMOUNTS APPLIED TOWARD HIS BASE SALARY FOR THE 2018-2019 SCHOOL YEAR:

EXPERIENCE FACTOR - \$295.90 (Calculation: \$29,590 (17/18 base) X 1% increase) EFFECTIVE EVALUATION FACTOR - \$684.21 (Calculation: \$29,590 (17/18 base) X 2.3123% increase)

TOTAL BASE SALARY INCREASE FOR **TEACHER A** FOR THE 2018-2019 SCHOOL YEAR: \$980.11

EXAMPLE NO. 2: TEACHER B EARNED A BASE SALARY IN 2017-2018 OF \$60,077. TEACHER B MEETS THE EXPERIENCE FACTOR AND WAS EVALUATED IN 2017-2018 AS HIGHLY EFFECTIVE. THUS, TEACHER B WILL RECEIVE THE FOLLOWING AMOUNTS APPLIED TOWARD HER BASE SALARY FOR THE 2018-2019 SCHOOL YEAR:

EXPERIENCE - \$600.77 (Calculation: \$60,077 (17/18 base) X 1% increase) HIGHLY EFFECTIVE EVALUATION: \$1,493.87 (Calculation: \$60,077 (17/18 base) X 2.4866% increase)

TOTAL BASE SALARY INCREASE FOR **TEACHER B** FOR THE 2018-2019 SCHOOL YEAR: \$2,094.64

Redistribution Provision

The amount of General Fund dollars being set aside for the teacher base salary increases under the Compensation Model described above for the 2018-2019 contract year is approximately \$105,000. This total excludes the amounts being paid to two particular teachers who meet the academic needs factor as described below. The amount that would otherwise have been allocated for the salary increase of teachers rated ineffective or improvement necessary shall be redistributed to the base salaries of teachers rated effective or highly effective in the form of a one-time stipend.

Newly hired teachers for the 2018-2019 school year are not eligible for a base salary increase under this plan.

Differentiated Salary Increase for Two Individual Teachers for Meeting the Academic Needs of Students

The parties have bargained that two individual teachers will receive an additional base salary increase over and above the increase provided in the compensation model described above based upon these two individuals meeting the academic needs of students. The meeting academic needs factor is defined for purposes of this compensation model as the need to retain certain teachers with salaries ranging between \$3,000 to \$4,000 lower than where they should be in the School Corporation. Teachers Jeremy Crist and Ellen Halcomb meet the evaluation and experience factors set forth in the compensation model, and they also meet the academic needs factor as defined herein. Therefore, these two particular teachers will receive an additional increase to their base salary in the following amounts that are directly attributable to them meeting the meeting academic needs factor:

Jeremy Crist: \$3,000

Ellen Halcomb: \$4,000

Salary Range

The salary range for all full-time teachers for the 2018-2019 school year before base salary increases are granted is \$35,000 to \$68,240.

Improvement Necessary and Ineffective Teachers

Under IC 20-28-9-1.5(c), a teacher rated ineffective or improvement necessary under IC 20-28-11.5 may not receive any raise or increment for the following year. Thus, if a teacher's evaluation rating for the 2017-2018 school year falls into one of the bottom two performance categories, the teacher's salary for the 2017-2018 school year will remain the same as the previous year, or for all practical purposes the salary amount is frozen. However, in accordance with IC 20-28-9-1.5(d), this prohibition does not apply to a teacher in the first two (2) full school years that the teacher provides instruction to students in elementary school or high school. If a teacher provides instruction to students in elementary school or high school in another state, any full school years. A year of experience is defined as working at least 120 days.

Any teacher employed on less than a full-time basis (1FTE) shall receive compensation for the two factors of the compensation model on a pro-rated basis, in proportion to the percentage of one time equivalent (1FTE) for which the teacher is employed.

3. <u>Ancillary Duty Compensation and One-Time Current Employee Retention Stipend and Masters Stipend</u>. The parties agree to the following ancillary duty compensation.

See "Appendix B" which is attached hereto and made part hereof for the extra-curricular and co-curricular pay schedule.

Teachers performing the extra ancillary duties as determined by the school employer and provided herein, will be paid a stipend in the amount(s) stipulated herein. The stipend includes pay for services rendered before school starts, during vacation periods, and after school closes. A teacher's acceptance of an extra ancillary duty assignment(s) shall be on a year-to-year basis at the sole discretion of the school employer.

Teachers performing the following extra ancillary duties, as determined by the building principal, will be paid at the following rates:

A Minimum of \$30.00 per ancillary duty/event:

Ancillary Duties	Ancillary Event	
Public Address	Athletic Events	
Timer	Vocal Music Pr	ograms
Scorer	Band Programs	
Judge	Drama Producti	ons
Concessions	Class Related A	ctivity
Ticket Handling	А.	Science Fair
Starter	В.	Style Show

A Minimum of \$30.00 per ancillary duty:

Student Supervision After School Program

\$125.00 per day for the following ancillary duty: Curriculum development and planning beyond the teacher's contracted days.

One-time Current Employee Retention Stipend: If a teacher who is currently employed by the School Corporation receives an offer of employment to teach elsewhere, is a highly effective teacher, or holds a hard-to-fill position, then the Superintendent has the discretion to pay the teacher a retention stipend. To receive a retention stipend, the teacher must have submitted his/her letter of resignation.

One-time Masters Stipend: Teachers who have earned a master's degree since July 1, 2017 AND the Superintendent has determined in her sole discretion that the master's degree will provide a benefit to the School Corporation will receive a one-time stipend in the sum of \$2,500.

4. <u>Pay Schedule</u>. This provision is intended to establish an alternative wage payment arrangement in accordance with Indiana Code 20-26-5-32.2. For the 2017-2018 school year, teachers will be paid in 26 equal installments. The first pay of the school year will be 8/17/2018, with each payroll thereafter falling on the pay dates set forth below. The payroll schedule for the 2018-2019 school year is as follows:

	Pa	ay Period
Pay Date	Begin	End
8/17/2018	7/29/2018	8/11/2018
8/31/2018	8/12/2018	8/25/2018
9/14/2018	8/26/2018	9/8/2018
9/28/2018	9/9/2018	9/22/2018
10/12/2018	9/23/2018	10/6/2018
10/26/2018	10/7/2018	10/20/2018
11/9/2018	10/21/2018	11/3/2018
11/23/2018	11/4/2018	11/17/2018
12/7/2018	11/18/2018	12/1/2018
12/21/2018	12/2/2018	12/15/2018
1/4/2019	12/16/2018	12/29/2018
1/18/2019	12/30/2018	1/12/2019
2/1/2019	1/13/2019	1/26/2019
2/15/2019	1/27/2019	2/9/2019
3/1/2019	2/10/2019	2/23/2019
3/15/2019	2/24/2019	3/9/2019
3/29/2019	3/10/2019	3/23/2019
4/12/2019	3/24/2019	4/6/2019
4/26/2019	4/7/2019	4/20/2019
5/10/2019	4/21/2019	5/4/2019
5/24/2019	5/5/2019	5/18/2019
6/7/2019	5/19/2019	6/1/2019
6/21/2019	6/2/2019	6/15/2019
7/5/2019	6/16/2019	6/29/2019
7/19/2019	6/30/2019	7/13/2019
8/2/2019	7/14/2019	7/27/2019

5. One Time Stipend:

For the 2018-2019 school year, a pot of money in the amount of \$100,000 will be distributed among all teachers who meet the following requirement: the teacher received an evaluation rating of highly effective or effective for the 2017-2018 school year. Teachers evaluated as needs improvement or ineffective for the 2017-2018

school year will be ineligible to receive a stipend under this provision. In addition, new hires for the 2018-2019 school year will be ineligible to receive a stipend under this provision.

The pot of stipend money set forth above will be distributed to eligible teachers as follows:

Each teacher will receive an amount of the stipend pool funds that is equal to 3.266% of the teacher's individual 2017-2018 base salary. For example, if a teacher's base salary during the 2017-2018 school year is \$29,590, and the teacher meets the evaluation requirement to receive a stipend, then the teacher's stipend amount will be approximately \$966.41. The teacher's final stipend amount may be rounded up or down as is necessary to stay within the pot of funds set aside for stipends.

ARTICLE IV

SALARY AND WAGE RELATED BENEFITS

1. <u>Health Insurance</u>. The school employer shall pay toward the cost of the optional insurance programs listed below for each full-time and part-time teacher employed under regular contract and enrolled in the school corporation's group plan for that insurance program. Up to the amounts specified below shall be paid to such insurance company or companies as is determined and selected solely by the school employer with the teacher paying not less than one dollar (\$1.00) per year.

Maximum school employer payment per teacher:

Year	Single Membership	Family Membership
2018	\$6,043	\$12,107

- A. A full-time teacher employed under regular contract will have the option to obtain dental and vision insurance coverage. The teacher will be responsible for paying the cost of the dental and vision premiums.
- B. Hospital, surgical, and medical care type insurance (and/or)
- C. An income protection policy

It is understood that increased contributions by the school employer toward hospital, surgical, and medical care type insurance shall be effective with the January anniversary date of the school corporation's group plan.

- D. Section 125 of the Internal Revenue Code, Generation I and Generation II is available to any member of the bargaining unit.
- 2. <u>Life Insurance</u>. The school employer shall provide term life insurance for death benefit with double indemnity death benefit in case of accidental death in the amount of fifty thousand dollars (\$50,000) coverage for each full-time teacher employed under regular contract.
- 3. <u>Long Term Disability Insurance</u>. The school employer shall provide long-term disability insurance that provides a minimum benefit of sixty-six and two-thirds percent (66 2/3%) of salary to age sixty-five (65).
- 4. Personal and Family Household Member Sick Leave.

Each full-time teacher employed under regular contract shall acquire ten (10) days and each part-time contracted teacher shall acquire ten (10) of his workdays each school year to be absent from work with pay accumulative to a total of one hundred eighty-five (185) days for:

A. Personal illness or quarantine

B. Illness of a family member or other permanent resident living in the teacher's household.

Said teacher employed for only a portion of the school year shall be entitled to only a proportionate number of days of sick leave, determined by the ratio of the number of duty days employed to the number of duty days in the school year, and unused days will be accumulative as specified herein.

5. <u>Non-Household Member Sick Leave.</u>

Each full-time teacher employed under regular contract shall be entitled to be absent from work a maximum combined total of twenty (20) days each school year for the personal illness of the following non-household members: Husband, wife, father, mother, stepfather, stepmother, son, daughter, stepchild, grandchild, or step grandchild only if said teacher has available accumulated sick leave as provided in Article IV 4.

Said teacher employed for only a portion of the school year shall be entitled to only a proportionate number of days of sick leave under this provision, determined by the ratio of the number of duty days employed to the number of duty days in the school year. Sick leave days provided under this provision are non-accumulative.

- 6. <u>Transfer of Unused Sick Leave Days from Prior Public School Employer</u>. In the event any teacher shall have accumulated one or more days of sick leave in another school corporation of this state and shall thereupon become employed in this school corporation, there shall be added for the second year and each year thereafter 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 have been exhausted.
- 7. <u>Personal Business Leave</u>. Each full-time teacher employed under regular contract shall be entitled to three (3) days of absence per school year without loss of pay for the transaction of personal business and/or the conduction of personal or civic affairs. If in any one school year the teacher shall be absent for reasons covered in this provision for fewer than three (3) days, the remaining days shall be accumulated to a total of six (6) days after which time, the remaining days shall be transferred to a teacher's accumulated sick leave.

Application for personal business day(s) shall be submitted through the School Corporation's applicable electronic program prior to the occurrence of such leave except during an emergency as determined by the Superintendent. Personal business day(s) may be taken at any time upon approval by the building principal and the Office of the Superintendent. Personal business day(s) will not be approved immediately preceding or following: Fall Break, Christmas Break, Spring Break, or Memorial Day except for emergency situations as determined by the Superintendent.

8. <u>Bereavement Leave</u>. In the case of death in the immediate family of a regularly employed teacher, the teacher is entitled to be absent without loss of compensation for a period extending not more than five (5) total school days. The bereavement days may be split up into a maximum of two (2) separate periods within 30 days beyond such death, for the purpose of attending the last burial rites, and attending to other personal matters of the immediate family member, provided, however, that said burial rites occur while said teacher is performing duties as assigned by the school employer under a valid teacher's contract; and that said burial rites do not occur during the time of absence, or sick leaves, or leaves for personal business, which may have been previously granted or approved by the school employer. Any other person who at the time of death was living as a member of the teacher's household will be considered as a member of the immediate family.

In the case of death of a person who is not an immediate family member of a regularly employed teacher but is another relative of the teacher, the teacher is entitled to be absent without loss of compensation for a period extending not more than two (2) total school days. These days may not be split and must be used consecutively unless otherwise approved by the Superintendent. The bereavement leave days granted herein may be used for the purpose of attending the last burial rites of the deceased relative; provided, however, that said burial rites occur while said teacher is performing duties assigned by the school employer under a valid teacher's contract; and that said burial rites do not occur during the time of absence, or sick leaves, or leaves for personal business, which may have been previously granted or approved by the school employer. Examples of non-immediate family could include a spouse's grandparent, aunts, uncles, step-siblings, etc.

In the case of the death of a person who is not an immediate family member of the teacher but is a friend or colleague of the teacher, the teacher may request to take one day of funeral leave to attend the funeral of such person. The Superintendent has the sole discretion to grant or deny a request for funeral leave under this provision.

- 9. <u>Temporary Disability Leave</u>. Upon application and approval by the school employer, a temporary disability leave of absence shall be granted to teachers of this school corporation on the following basis:
 - A. Application of Provisions
 - 1. This provision shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration, including major surgery.
 - 2. In case of a temporary disability caused by pregnancy, said teacher is entitled to leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, provided said teacher submits with the timely notice provided herein, a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. If said teacher elects to utilize her sick leave under the provisions of Paragraph C (2) herein, and said sick leave is exhausted, during her temporary disability caused by pregnancy, said teacher may be absent without pay subject to all other provisions contained herein.
 - B. Notification

After determination that such leave is imminent, the teacher shall give timely notice to the Office of the Superintendent, in writing, of the anticipated date he wishes to commence said leave of absence and anticipated date of return.

- C. General Provisions Covering Said Leaves Are As Follows:
 - 1. If said teacher desires to continue his duty assignment prior to the commencement of said leave, such notice must include a written statement from his physician attesting to the teacher's ability to continue performing the full schedule of the duties and responsibilities of his position and assignments. Said teacher will be permitted to continue on full active duty until such date, provided he does perform the full duties and responsibilities of his position and assignments and provides from time to time upon request of the school employer, additional certification from his physician of his full ability to continue performing the full schedule of the duties of his position and assignments.
 - 2. Said teacher may elect to utilize his accumulated sick leave during his period of temporary physical disability provided a physician's statement and certification of physical disability is submitted to the Office of the Superintendent for any said temporary disability absence of more that the (10) consecutive days. While on said leave, sick leave days will be paid for the number of assigned duty days the teacher is absent for which a physician certifies said teacher to be physically disabled, limited to the extent of the number of sick leave days accumulated by the teacher at the time said leave commences.

Additional statements of certification by a physician of the temporary physical disability of said teacher may be required by the school employer, except for temporary disability caused by pregnancy, for said disability which exceeds a duration of twenty (20) consecutive days.

- 3. In all cases the school employer reserves the right to require a second examination by a school employer-appointed physician(s) to determine a teacher's fitness for duty.
 - a. to continue performing the full schedule of the duties and responsibilities of his position and assignments, and/or
 - b. to return to employment and resume the full performance of the duties and responsibilities to which he may be assigned.

In the case of a conflict of physician's reports, the corporation may require a third physician's examination and report. The cost of such examination(s) shall be borne by the school employer.

- 4. No leave under this provision shall be granted for a period exceeding one (1) year.
- 10. <u>Jury Duty</u>. A teacher called for grand or petit jury duty shall, during the required period of absence from assigned duty by the school employer, be paid full regular salary less the total amount of per diem allowance earned by such teacher for jury duty.
- 11. <u>Sabbatical or Study Leave</u>. A teacher may apply to the school employer for a temporary leave of absence without pay for a period of up to one (1) year.

A sabbatical or study leave of absence may only be granted to a teacher after six (6) years of teaching service in this school corporation. The approval of a sabbatical, study, civic affairs, adoptive, or immediate family illness leave of absence is not subject to the grievance procedure.

12. <u>Sick Leave Bank.</u>

A. Eligible Participants

Full-time certificated employees under contract to the school corporation.

B. Structure

The school employer will, at the beginning of each school year, allot up to one hundred (100) days to a sick leave bank for use by all full-time certificated employees of the district who are under contract to the school corporation and who may be absent from assigned duties due to illness, injury, or incapacitation substantial in nature or duration, once said certificated employee's sick leave and personal business leave and any accumulation(s) of such provisions have been exhausted, under the following terms and conditions:

The school employer allotment shall not accumulate from year to year, provided, however, that the school employer may at its sole discretion, not subject to the grievance procedure contained in this contract, add additional days to the sick leave bank, as it deems necessary and appropriate.

C. Sick Leave Bank Committee

The school employer shall be the administering agent of the sick leave bank. A Sick Leave Bank Committee shall be formed to annually assist the school employer in administering the sick leave bank. This committee shall consist of two (2) persons appointed by the school employer and one (1) person appointed by the Association. The school employer shall appoint one (1) Board of Trustees member and one (1) administrator (other than the Superintendent) as its representatives on the Sick Leave Bank Committee. Appointments to the Sick Leave Bank Committee shall be made in writing to the Superintendent not later than the end of the last school day which occurs during the initial week of the school year.

D. Use of Sick Leave Bank

- 1. To be eligible for use of days from the sick leave bank, a certificated employee or member of said employee's immediate family or said employee's authorized designee, if said employee has no immediate family, shall make written application to the Sick Leave Bank Committee, in care of the Superintendent, for leave under this provision, and said application shall be accompanied by a physician's certificate stating the nature, possible length of absence, and prognosis of the employee's condition. "Immediate family" for purposes of this provision, shall be interpreted as including only spouse, dependent children, and any other relative residing in the home of the employee at the time of incapacitation.
- 2. The certificated employee so incapacitated must have exhausted all sick leave and personal business leave and any accumulation of such leaves before use of sick leave bank benefits.
- 3. The Sick Leave Bank Committee shall, once requisites set forth herein above are met by any applicant, review each case on its merits, and its decision will be final.
- 4. Each certificated employee may apply and be entitled to use up to thirty (30) school days per school year from the sick leave bank.
- 5. Certificated employees who are absent because of leave granted by the school employer for reason(s) of maternity/childbirth that is not due to a medical condition of the teacher on such leave, shall not be eligible for sick leave bank benefits while on such leave, and for such purposes.
- E. Repayment of Days to the Sick Leave Bank
 - 1. Upon resumption of assigned duties after having used days from the sick leave bank, the employee shall repay the number of days owed to the sick leave bank at the rate of three (3) days per school year until the loan has been repaid in full.
 - 2. An employee who leaves employment of the school corporation, and who, at the time of leaving, owes loaned sick leave days to the sick leave bank, shall have the days outstanding on such loan canceled.
- 13. <u>School Event Passes</u>. The school employer will provide each certificated school employee's family two (2) passes to all school sponsored athletic events.
- 14. Other Continuing Education Reimbursement Beginning March 1, 2018.

Reimbursement may be permitted if the Superintendent approves the master's degree program and teacher's plan for reimbursement. All proposed plans would be at the discretion of the Superintendent to approve or deny. There will be no tuition reimbursement approved if the teacher is getting the tuition for free.

15. <u>403(b) Match</u>.

The Board shall contribute a match of 2% of a teacher's salary into a qualified IRS Code Section 403(b) annuity plan. To be eligible for this match, teachers must contribute a minimum of 2% of their salary through payroll.

The 403(b) vesting schedule for teachers is:

1 year of service -0%2 years of service -0%3 years of service -50% 4 years of service – 50% 5 years of service – 100%

ARTICLE V

TERM AND GENERAL PROVISIONS

This Contract shall be effective from July 1, 2018 to June 30, 2019.

This Contract supersedes and cancels all previous contracts or agreements, oral or written or based on alleged past practices, between the school employer and the association and institutes the entire agreement between the parties. Any amendment or agreement, supplemental hereto, shall not be binding upon either party unless agreed to and executed in writing by the parties hereto.

If any article or section of this Contract or of any rider thereto shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with and enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

The parties acknowledge that during the bargaining that resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the school employer and the association, for the life of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they bargained or signed this Contract.

The parties agree that should the school employer become subject to Indiana Acts 1973, PL 45, sometimes referred to as the Control Bill, that this Contract would be subject to the Control Bill, and to possible action by the Tax Control Board or the State Tax Board altering the financial terms and conditions of this Contract.

The school employer construes and the association recognizes the specific, express provisions of this Contract as constituting limitations and being the only limitations upon the school employer's right, power, authority, duties, and responsibilities to manage and direct the operations and activities of this school corporation to the full extent authorized by law.

This Contract made and entered into at Charlottesville, Indiana, on this 12th day of <u>November</u> 2018 by and between the Board of School Trustees of the Community School Corporation of Eastern Hancock county, County of Hancock, State of Indiana, party of the first part, heretofore referred to as the "school employer" and the Eastern Hancock Educators Association, party of the second part, heretofore referred to as the "association".

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

[SIGNATURES FOLLOW ON THE NEXT PAGE]

BOARD OF SCHOOL TRUSTEES OF THE COMMUNITY SCHOOL CORPORATION OF EASTERN HANCOCK COUNTY

President

N

Chief Negotiator of the Employer's Negotiating Team

1 ard Secretary 11-12-18 Board Ratification Date:_

EASTERN HANCOCK EDUCATORS ASSOCIATION

tv/_ President

lew

Chief Negotiator of the Association's Negotiating Team

Union Ratification Date:

11-9-18

Appendix A CSC of Eastern Hancock County Certified New Hire Salary Placement Contract Year 2018-2019

Recognition of Teaching Experience Gained Outside of Eastern Hancock School Corporation

The school employer has the option of recognizing previous teaching experience. This may be gained from:

- Any private or parochial school certified by the General Commission
- Any private or parochial school recognized by the duly authorized state agency of any other state
- Teaching experience in any accredited public elementary or secondary school and other experience recognized by Indiana Teachers' Retirement Fund
- Teaching experience in any elementary or secondary school maintained by the U.S. government or teaching experience gained in federally funded programs as approved by the General Commission.

Using the Salary Schedule set forth below, for the initial placement purposes only of a new teacher hired by the School Corporation, a level represents a year of teaching service. A teacher's initial placement on the salary schedule will typically be in the correct degree column and in the level which is equal to the years of service the new teacher has accrued. However, the Superintendent may deviate from this typical placement if he/she deems it appropriate and/or may alternatively pay the new hire a one-time signing bonus in the Superintendent's sole discretion, which one-time bonus would be paid on January 31 of the new hire's first contract year.

		New n	ire Sal	ary Placer	ner	it Kanges		
	Bachelors	+ 0		Bachelor	's +	18	Masters	
Yrs.	Range			Rang	ge		Range	
0-2	\$ 35,000 -	37,255	\$	36,000	-	38,319	\$ 37,000 -	39 <i>,</i> 384
3-5	\$ 37,546 -	37,820	\$	38,619	-	38,901	\$ 39,691 -	39,981
6-8	\$ 37 <i>,</i> 945 -	38 <i>,</i> 990	\$	39,029	-	40,104	\$ 40,113 -	41,218
9-11	\$ 39,750 -	41,750	\$	40,886	-	42,943	\$ 42,021 -	44,136
12-14	\$ 42,820 -	44,850	\$	44,043	-	46,131	\$ 45,267 -	47,413
15-17	\$ 45,750 -	47 <i>,</i> 895	\$	47 <i>,</i> 057	-	49,263	\$ 48,364 -	50,632
18-20	\$ 48,550 -	49 <i>,</i> 980	\$	49,937	-	51,408	\$ 51,324 -	52 <i>,</i> 836
21+	\$ 50,625 -	Max	\$	52,071	-	Max	\$ 53,518 -	Max

New Hire Salary Placement Ranges

2018-2019 School year.

Assignment Cross Country	
Head Coach Varsity	2,842
Middle School Coach	1,484
Football	
Head Coach Varsity	6,695
Assistant Head Coach	2,842
Assistant	2,146
Assistant	2,146
Assistant	2,146
8th Grade	2,054
7th Grade	2,054
7th/8th Grade Assistant Coach	2,054
Tennis	
Varsity Boys	2,842
Assistant	2,054
Varsity Girls	2,842
Assistant	2,054
Middle School	1,882
Basketball	
Head Coach Varsity Boys	6,695
Reserve Coach Boys	2,842
Freshman Boys	2,146
8th Grade Boys	2,054
7th Grade Boys	2,054
Head Varsity Girls	6,695
Reserve Coach Girls	2,842
8th Grade Girls	2,054
7th Grade Girls	2,054
Wrestling	
Head Coach Varsity	3,790
Reserve Coach	2,054
Middle School	1,882
Track	
Head Coach Varsity Boys	3,548
Varsity Assistant Boys	2,054
Middle School Boys	1,882
	0 5 4 0
Head Coach Varsity Girls	3,548
Varsity Assistant Girls	2,054
Middle School Girls	1,882

Golf Head Coach Varsity Boys Head Coach Varsity Girls Middle School	2,842 2,842 820
Softball Head Coach Varsity Girls Reserve Coach (co-coaches) Middle School Softball Middle School Softball	3,474 2,054 1,298 1,298
Baseball Head Coach Varsity Boys Reserve Coach Middle School Baseball Middle School Baseball	3,474 2,054 1,298 1,298
Volleyball Head Coach Varsity Girls Reserve Coach 8th Grade 7th Grade	3,548 2,054 1,882 1,882
Swimming High School Middle School Athletic Night Supervisor (3)*	2,842 1,484 1,100
Cheerleader High School 7-8 Grade	2,526 949
Academic Coaches	
High School Coordinator Math Coach Science Coach English Coach Fine Arts Coach Social Studies Coach Math Coach Science Coach English Coach Fine Arts Coach Social Studies Coach Elementary Math Bowl Elementary Spell Bowl MS Spell Bowl HS Spell Bowl Elementary Science Bowl	683 411 411 411 411 411 411 411 411 411 41

HS Robotics MS Robotics Elementary Robotics	411 411 411
Department Heads	
6-12 Content Coordinators (4)*	747
Standing Committee Members (8)*	747
6th Grade Team Leader	747
7th Grade Team Leader	747
8th Grade Team Leader	747
Elementary Faculty Council (12)*	747
Elementary School Improvement Team (3)*	747
MS School Improvement (2)*	747
HS School Improvement (2)*	747
Yearbook	
High School Sponsor	1,184
Middle School Sponsor	615
Drama	
High School Director	1,895
Middle School Director	683
Elementary Director	683
Vocal Music	
High School/Middle School Director	1,381
Instrumental Music	
Band Director	3,653
Summer Band	2,526
High School Guard	1,283
Summer High School Guard	1,283
Summer Band Assistant	875
Band Instructional Support Assistant (2)*	500
Newspaper	
High School	591
Organizations	
Senior Class Sponsor	758
Junior Class Sponsor	1,011
Sophomore Class Sponsor	460
Freshman Class Sponsor	328
FFA (2)*	2,527
Student Council High School	1,182
Student Council Middle School	484
Student Council Elementary School	484
National Honor Society High School	683
National Honor Society Middle School	683

Other	
Post Prom (2)*	115
Open Gym (2)*	2,526
Summer Curriculum Writing (12)* One per grade. Two days on-site work during the summer.	683
Elementary K-5 (6) Stipends*	
HS/MS Full year class = 1 Stipend*	

Semester class = 1/2 Stipend*

*The number of positions was not bargained, but has been included merely for informational purposes.

2018 CBA COMPLIANCE CHECKLIST¹

Item	Page No. ²
School employer and exclusive representative identified	3
Bargaining unit description matches the IEERB Order in effect at time of ratification	3
Beginning and ending date of CBA (must end on or before June 30, 2019)	13
Ratification date (must be on or after September 15)	14
General definitions (definitions that apply to the whole CBA)	3
Grievance procedure (if arbitration used, must indicate if advisory or binding)	N/A
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)	13
Salary for newly hired teacher (amount, schedule, or method of calculation)	4; 15
Wages/compensation for ancillary duties	6
Wages/compensation for extracurricular duties	16
Compensation for extended contracts	N/A
Compensation plan	
If there are no salary increases, CBA includes a statement to that effect	N/A
Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers)	5-6
Salary increases	
Statement that teachers rated ineffective/improvement necessary are not eligible	6
Based on at least two of the five statutory factors	4-5
Definitions of factors (e.g. experience, academic needs, instructional leadership)	4-5
How much each factor contributes to increase (by points, percentage, amount, etc.)	4-5
Amount of increase (flat amount, % amount) or method for calculating amount	4-5
The combination of education and experience does not exceed 33.33% of the maximum available salary increase (unless the specific increase differential is to reduce the gap)	4
Salary increase differential ³ (if applicable) is based on one or more of the five factors	5
If using a salary increase differential to reduce the gap, the specific salary increase to reduce the gap: (1) is clearly identified and (2) actually reduces the gap.	N/A
Redistribution provision or a statement explaining why redistribution not necessary	5

Reminders:

- 1. Clearly identify the Compensation Plan and make sure <u>all</u> salary increases are included in the compensation plan.
- 2. If using possession of an advanced degree or credit hours as a factor, be sure it is limited to <u>content area</u> degrees or credit hours.
- 3. If you include non-bargainable items for informational purposes only (e.g. number of ECA positions, number of extended contract days, etc.), be sure to include a statement to that effect.

¹ Red text denotes additions to the checklist for 2018.

² IEERB encourages parties to number the pages of their CBA. If there are no page numbers, parties should identify the Article or Section number of the particular item (e.g., Art. I Sec B, Sec IV #2, etc.).

³ See the 2018 Rubric and the 2018 Guide to Salary Increase Differentials for additional guidance.