

MASTER CONTRACT

BY AND BETWEEN

BOARD OF SCHOOL TRUSTEES OF THE

SHENANDOAH SCHOOL CORPORATION

AND

SHENANDOAH EDUCATION ASSOCIATION

July 1, 2019 – June 30, 2020

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PREAMBLE AND ARTICLE I:

Representation For Collective Bargaining

This CONTRACT entered into this November 11, 2019, by and between the Board of School Trustees of the Shenandoah School Corporation hereinafter called the Board, and the Shenandoah Education Association, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the Association.

WITNESSETH:

WHEREAS: The Board and the Association recognize and declare that providing quality education for the children of the Shenandoah School Corporation is their mutual aim, and

WHEREAS: The Board and its designated representatives have met with the representatives of the Association and entered into extended, deliberate negotiations concerning salary, wages, and salary and wage related fringe benefits, and

WHEREAS: Pursuant to Indiana law, the Association serves as the exclusive representative for collective bargaining and discussion purposes as defined by law for the persons employed by the Board that are members of the following bargaining unit: All full time certificated school employees, as defined in I.C. 20-29, of the Shenandoah School Corporation of Henry County, Indiana excluding the Superintendent, assistant superintendent, principals, assistant principals, and high school athletic director. Duties that are administrative in nature and/or involve access and use of confidential records would exclude a school employee from the bargaining unit. However, simply applying a title to a position is not sufficient basis for exclusion.

The Board and Association agree as follows:

Definitions:

- A. The term "teacher," when used in this Contract, shall refer to all persons employed by the Board and included in the bargaining unit.
- B. The term "Board" and "Association" shall include authorized officers, representatives, and agents.
- C. The term "School Corporation," when used in this Contract, shall refer to the Shenandoah School Corporation of the State of Indiana.
- D. When references are made to one sex in this Contract, the reference shall also include the opposite sex.

ARTICLE II

Compensation Model, New Employee Grid(s), Retirement Pay, Insurance and Other Salary and Wage Related Fringe Benefits

Section 1

A. The Compensation Model and New Employee Grid are set forth in Appendix B, C, and D of this Contract.

- (1) Monies will be dispersed using the compensation model. Monies applied to the base salary, or a stipend that comes solely from the school corporation general fund will only be available to eligible returning paid staff, not including new hires, employed by the corporation for the 2019-2020 school year.
- (2) A teacher receiving a Needs Improvement or Ineffective evaluation for 2018-2019 is not eligible for any salary increase or stipend for 2019-2020, except those who are eligible per Indiana Code; so that all of the available funds are distributed, a change will be depicted in the number of eligible teachers sharing available funds in the Compensation Model for 2019-2020.
- (3) The salary step factor is equivalent to experience. To be eligible, a teacher must have been compensated for at least 120 days in 2018-2019 and return to employment in 2019-2020.
- (4) The Master's Degree factor denotes possession of additional content area degree or credit hours beyond the requirement of employment. Eligible content areas are any content area (as defined by IDOE) in which the teacher currently teaches or any other content area approved by the superintendent.
- (5) The salary range is \$32,833 to \$63,996.

B. The New Employee Compensation Grid is set forth in Appendix C of this contract.

- (1) Teachers who have taught in other public school systems shall be given full credit for this experience on the Shenandoah School Corporation new employee compensation grid.
- (2) Teachers who have taught in accredited private or parochial school systems shall be given credit for a maximum of eight (8) years on the Shenandoah School Corporation new employee compensation grid.
- (3) Teachers who have taught in private or public supported colleges or universities shall be given credit for a maximum of eight (8) years on the Shenandoah School Corporation new employee compensation grid.
- (4) For teachers hired in areas of high need and low availability, that are required in order to meet the academic need of students, the

superintendent may have the discretion to offer up to a \$5,000 one-time compensation to be paid out during the current school year.

Section 2

The ECA Schedule is set forth in Appendix E of this contract.

Any reference to number of positions is for informational purposes only and was not bargained.

Any reference to the number of days for an extended contract is for informational purposes only in this contract.

Section 3

The Board agrees to pay the 3% of Teacher Retirement Fund Contribution.

Section 4

Factors hereinafter stated shall constitute the retirement program of the corporation and shall be counted as a part of the cost of any salary agreement between the Board and the Association.

Beginning January 1, 2005, the Board shall provide the following benefits for all members of the bargaining unit.

1. IRS Code Section 401(a) - Ongoing

Effective during the term of this Agreement the parties agree that the Board shall contribute an amount equal to 2% of each teacher's base salary to the corporation's 401(a)-Ongoing plan on a monthly basis. Bargaining unit members will become vested in this program according to the following schedule. Until such time of becoming vested and upon termination of employment for any reason, including death, other than total disability, the nonvested Board contributions and earnings shall be used to offset the contributions for that year. In the event of termination due to total disability, the affected employee will be considered vested.

Vesting Schedule:	11 years of employment	20%
	12 years of employment	40%
	13 years of employment	60%
	14 years of employment	80%
	15 years of employment	100%

Years counted for vesting are all Shenandoah School Corporation years of service since the employee was hired. A year of service will be defined according to ISTRF guidelines.

2. VEBA (Voluntary Employee Benefit Association) - Ongoing

Effective during the term of this Agreement the parties agree that the Board shall contribute an amount equal to 2% of each teacher's base salary to the corporations VEBA plan.

Bargaining unit members will become vested in this program upon attaining the age of 55 and qualifying for retirement, including reduced benefits, under the rules of the Indiana State Teachers Retirement Fund. Until such time of becoming vested all monies contributed by the Board shall not be available to the employee and upon termination of employment for any reason, including death, other than total disability, the Board contributions shall be retained by the fund as provided for within the plan. In the event of termination due to total disability, the affected employee will be considered as vested.

3. Insurance Participation

Corporation retirees and their spouse, if their spouse has had continuous coverage on the SSC plan and was not part of the spousal carve-out program or eligible for other insurance coverage, shall be allowed to remain on the group health and dental plans at their own expense until the first (1st) day of the month following their eligibility for Medicare. A retiree is defined as a teacher who meets the criteria as established by state law. (IC5-10-8-2.6(g).)

4. Total Disability

For purposes of Section 5 and to qualify for total disability, a teacher must be adjudged permanently disabled by the Indiana State Teachers' Retirement Fund, (ISTRF).

Retirement Buy Out Provisions

Section 5

401(a) Buyout and VEBA Buyout

Effective January 1, 2005, the parties agree that the following provisions shall be enacted for all teachers who were under contract prior to the end of the 1998-1999 school year. The Educational Services Company ("ESC") actuarial study will be used by the school corporation to buy out the current benefits as provided by Article IV, Section 5 of the 2000-2001 Master Agreement as they applied to all employees who were under contract for the 1998-1999 school year. The provisions of this buy out shall be as follows:

Based upon the following factors and others used by ESC, the cost to buy out the members of the bargaining unit who qualify shall be determined by the aforementioned study.

- Assumed Initial Interest Rate 4%
- Initial Interest Rate Period 2 years
- Assumed Ultimate Interest Rate 7.25%
- Mortality Table up 94 female table
- Cash Flow Interest Rate 3.8%
- Cash Flow Mortality Table no deaths
- Termination Assumption 2.4%
- Sick day accruals 5 days
- Assumed Retirement Age 58
- Corporation FICA no
- Retain Participant FICA yes
- Substitute Daily Rate \$50
- Salary Inflation Factor 0%
- Health Insurance Premium Rate \$6,400

Years of Service Delimiter Under contract during the 1998-99 school year

The amounts determined by these calculations shall be distributed in the following manner

Retirement/Severance Benefits:

401(a) Buyout

The amount due in this calculation shall be reduced by the amount of the principal contributed to the teacher's 403(b) account by the Board as determined on June 30, 2004, and deposited in the 401(a) Buyout account.

Bargaining unit members will become vested in this program upon attaining the age of 55 and qualifying for retirement, including reduced benefits, under the rules of the Indiana State Teachers Retirement Fund. Until such time of becoming vested all monies contributed by the Board shall not be available to the employee and upon termination of employment for any reason, including death, other than total disability, the Board contributions shall be retained by the fund as provided for within the plan. In the event of termination due to total disability, the affected employee will be considered as vested. The reallocation will be done in the same manner in which the original deposit was made.

Health Insurance Benefits:

VEBA Buyout

The amount due in this calculation shall be deposited in the Voluntary Employee Benefit Association (VEBA) Buyout.

Bargaining unit members will become vested in this program upon attaining the age of 55 and qualifying for retirement, including reduced benefits, under the rules of the Indiana

State Teachers Retirement Fund. Until such time of becoming vested all monies contributed by the Board shall not be available to the employee and upon termination of employment for any reason, including death, other than total disability, the Board contributions shall be retained by the fund as provided for within the plan. In the event of termination due to total disability, the affected employee will be considered as vested. The reallocation will be done in the same manner in which the original deposit was made.

Section 6

For the term of this Contract, the Board shall continue to carry excess liability insurance in the same amount and on the same basis, which it presently carries, provided the Board finds an insurance company willing and able to provide said insurance in such amounts and on such basis. In the event the Board does not find such company and coverage, then the parties will meet to negotiate a substitute provision.

Section 7

1. Health Insurance: * (Effective January 1, 2019)

The Board shall provide health insurance for teachers who elect this coverage. The Board shall pay up to a maximum of \$6,920 toward the premium of a single plan or up to a maximum of \$18,185 for the premium of a family plan, and the teacher shall pay the remainder of the premium to be taken out in 24 pays. For teachers age 65 or over, the Board will pay the full costs of a Medicare supplement insurance policy for such teachers who elect not to enroll in the Corporation's health insurance program, due to enrollment in Medicare. Any retiree currently participating in the corporation's health insurance plan may change coverage only pursuant to the terms and conditions established by the health insurance carrier.

Health insurance options will consist of two different choices effective January 1, 2019:

Plan 4 - HDHP/ HSA with single deductible of \$6,650 / family deductible of \$13,300 and an SSC contribution of \$1,000 for single / \$2,000 for family.

Plan 5 - HRA with single deductible of \$7,350 / family deductible of \$14,700

*Staff members have the option of enrolling in the other plan 4 or plan 5 for the ensuing year if the school corporation is notified in writing prior to April 1st.

*Anniversary / Renewal dates are dictated by the plan and not Shenandoah School Corporation.

All Coverage Information is contained in the Plan Documents.

Section 8

The Board shall offer a group dental plan for teachers. The Board shall pay an amount not to exceed one dollar (\$1.00) per month for each teacher who desires to participate. The dental plan will include the teacher's choice of dentist, if possible.

Section 9

The Board shall offer a group optical plan for teachers. The Board shall pay an amount not to exceed one dollar (\$1.00) per month for each teacher who desires to participate. The optical plan will include the teacher's choice of provider, if possible.

Section 10

The Board agrees for the term of this Contract to provide teachers with Group Term Life Insurance in the amount of \$50,000 and a like amount (\$50,000) of Accidental Death and Dismemberment Insurance (AD&D). The Board shall pay the full cost of such coverage, less \$1.00.

Section 11

The Board shall provide Group Long Term Disability Insurance. Such insurance shall provide an Accident and Sickness benefit of 66-2/3% of salary. Such Accident and Sickness benefit shall be payable from the 91st day of disability (after a 90 calendar day waiting period) to age 65. If the terms of the policy so provide, it will cover all pre-existing conditions and future increases in Social Security benefits will not reduce the amount of monthly benefits payable under the plan. The Board shall pay the full cost of such plan less \$1.00.

Section 12

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. An amount not to exceed 50% of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which are non-taxable benefits of major medical, long term disability, short term disability, Section 79 life, non-reimbursed medical, and dependent care. The Trust account fees shall be paid by the Board. The Board will utilize the plan document of the plan's carrier.

Section 13

When rebates by insurance companies are made to the Board on teacher related policies, the Board will in turn return such monies to the teachers who helped pay the premium in accordance with procedures established by the State Board of Accounts. Such rebate shall be prorated between the Board and teacher in the same ratio as their respective contributions to the total premium.

Section 14

All insurance provisions are conditioned upon the Board being able to obtain such insurance coverage. Eligibility in group insurance programs shall be governed by the terms and provisions of the various insurance policies.

Section 15

When a teacher is employed by the Shenandoah School Corporation and chooses to participate in one of the insurance plans offered through Corporation payroll deductions, the coverage of the insurance plan will take effect on the 1st day of the month following 30 days of employment, , for a period twelve (12) months. However, the individual may elect to enter the group program on the 1st day of the month following their notice of intent to participate in the plan and pay the required premiums directly to the company involved. This provision shall be subject to limitations imposed by the companies involved.

Section 16

The school corporation shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required for current employees by the School Corporation or per IC 20-26-5-10.

ARTICLE III

Leaves of Absence

Section 1

- A. The School Corporation shall allow a teacher fifteen (15) Leave days each contract year to be used if needed. A maximum of ten (10) of these days shall accumulate if not used. Each year, up to five (5) unused leave days may be sold back to the corporation at a rate of forty dollars (\$40) per day. There shall be no maximum number of Leave days a teacher may accumulate over the course of his/her career.

- B. Any days previously accumulated as “sick” days or “personal” days shall be retained by the teacher as “Leave” days.
- C. Leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.
- D. Teachers shall be given a written accounting of accumulated Leave days by October 1 of each school year.
- E. Absence due to injury incurred in the course of a teacher’s employment shall not be charged against leave days.
- F. Leave days shall be transferred and credited to a teacher employed by the School Corporation pursuant to and in accordance with the provisions of the Indiana Code.
- G. Leave Day Bank
 - (1) Purpose
 - (a) To provide additional Leave day(s) and accident benefits beyond normal leave policy for professional personnel who are still unable to perform their normal duties.
 - (2) Participants
 - (a) All certificated personnel of the bargaining unit in the School Corporation.
 - (b) All donated days lose their identity.
 - (3) Structure
 - (a) The bank is formed by voluntary participation and voluntary donations of one (1) day by certificated personnel on a form furnished by the Board.
 - (i) The bank will be opened by voluntary donations thirty (30) school days following the opening of school each year.
 - A. Teachers may contribute at this time.
 - B. Teachers who have been in the School Corporation may take part by paying back all assessments.
 - C. Teachers employed after the initial sign-up period at the start of the school year shall have thirty (30) days after their first date of employment to join the bank.

- (b) At such time as the bank account falls below twenty-five (25) days, an obligatory assessment of one (1) leave day shall be made upon all members of the bank. If an assessment occurs during the time period when a member is repaying the bank, such assessment will be added to the total days to be repaid and not deducted at the time of the needed assessment.
 - (c) The bank will be a continuous year-to-year entity.
 - (d) The Leave Bank Committee will be composed of three (3) members. The superintendent or his designee will serve as one member. The President of the Association or his/her designee will serve as one member, and the superintendent and the President of the Association will mutually agree on the selection of a teacher who is a member of the Association.
- (4) Use of Bank and Procedure
- (a) Withdrawal
 - (i) All teachers who have donated days to the Leave Bank are automatically eligible to apply to the Bank for those days contributed to the bank after those individuals have exhausted all their accumulated leave.
 - (ii) Any teacher who has donated days to the Leave Bank and who has exhausted his/her accumulated days is eligible for a loan of Day(s). The request for this loan shall be made on a form furnished by the Board.
 - (iii) The Leave Bank Committee may grant, deny, or suspend grants of Days from the bank; their decision will be final. Any grants, by necessity, will be retroactive, except in hospitalization, nursing home or similar confinement, in which case the committee may grant days in advance when supported by appropriate medical evidence. Each applicant may be asked to consent to medical examination(s) if it is deemed necessary.
 - (iv) Applicant must have been a donating member of the Leave Bank prior to the time of need.
 - (v) Application will be acted upon by the entire committee and the Chairperson shall inform the superintendent of the committee's decision, and the Chairperson shall report a positive committee decision to the corporation bookkeeping department.

- (vi) Applicant must use all of his/her own Leave Days before application may be submitted, except for those exceptions listed in item three (3) above.
 - (vii) The number of days to be granted shall be determined by the Leave Bank Committee.
 - (viii) Leave Bank days will only apply to absences during the regular school year.
- (b) Repayment of Loan
- (i) The recipient who remains as an employee of the School Corporation shall repay the bank the days borrowed at the rate of three (3) per school year (or more if he/she desires) until the loan has been repaid.
 - (ii) A recipient who leaves the School Corporation and still owes days to the Leave Day Bank:
 - A. shall have the financial value of the remaining days deducted from his/her final checks at the borrowing teacher's current daily rate. The rate shall be refunded to the Leave Day Bank in leave days at the rate of one day per one day's pay.
 - B. may transfer any accumulated Leave days to the bank as payment of the loan.
 - C. use a combination of the two above.
 - (iii) Recipients who retire after borrowing from the Leave Day Bank are responsible for repaying the days, either financially or in days.
 - (iv) Recipients who retire and then become totally disabled after borrowing from the Leave Day Bank and still owe days to the bank are exempt from payment, financially or in days.

Section 2

It is understood by the parties that in the event it is determined by the employer that an improper use of a leave provision of this Agreement has occurred, the employer may impose such discipline as may be permitted by law.

Section 3

- A. When death occurs in a teacher's immediate family, i.e., husband, wife, mother, father, brother, sister, son, daughter, grandparent, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, step-parent, stepchildren, or any other member of the family unit living in the same household, no matter what degree of relationship, the teacher, on request, will be excused for any of the first five (5) school calendar days immediately following the date of death, provided the teacher attends the funeral and/or 3 school days immediately following the death and 2 school days, if necessary, to settle affairs pertaining to the deceased or their estate.
- B. A leave of two (2) school days shall be granted for funerals in case of death(s) of brother-in-law, sister-in-law, grandparents-in-law, uncle, aunt, nephew, or niece, provided the teacher attends the funeral.
- C. One (1) day of leave per school year without loss of pay shall be granted to teachers to attend the funeral of a friend or a colleague or other relative not included in this section.
- D. Additions to these leave policies may be considered by the Board.

Section 4

Court or Jury Leave:

Leave of absence without loss of pay or other leave shall be granted for purposes of attending court as a witness under subpoena by the School Corporation or when a teacher under order of subpoena appears to testify before a court of competent jurisdiction concerning professional observations of an individual student(s) the teacher has made while the teacher was acting both within the scope of and within the course of the teacher's employment as a teacher with the School Corporation. The teacher shall be paid the teacher's regular pay minus any witness fees the teacher shall receive for the court appearance. The provisions of this paragraph shall not apply to any day school is not in session, to any appearance made after normal working hours, or to any court appearance that is not school related. Within twenty-four (24) hours of receiving a subpoena, if possible, the teacher will notify the building principal of the subpoena and after the appearance, the teacher will provide proof of appearance before the court and of any fees the teacher receives for the appearance. A teacher called for jury duty shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

Section 5

Education Conference Attendance:

Teachers may be allowed to attend various conferences, meetings, or workshops without loss of pay. The same is true with regard to visitation to other classrooms. Adequate planning with the principal is necessary. Arrangements are subject to the approval of the principal and/or the superintendent. Reimbursement may be made for housing, meals, and transportation. Transportation reimbursement shall be at IRS rate per mile for the use of the teacher's auto.

ARTICLE IV

Grievance Procedure

Section 1

Definitions:

- A. A "grievance" is an alleged violation or claimed misinterpretation of a specific article or section of this Contract.
- B. The term "teacher" includes any individual or group of individuals in the bargaining unit.
- C. The term "day" when used in this article shall mean teacher days (as that term is used in the school calendar of 183 days). During the summer recess, the term shall mean weekdays (Monday through Friday).

Section 2

Grievant and Representation:

- A. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Contract, and the Association has been given an opportunity to be present at such hearing.

Section 3

Procedure:

- A. Step One:
 - (1) A grievance may be initiated in one (1) of the following ways:
 - (a) The teacher may approach the building principal concerned and discuss the matter on his own behalf.
 - (b) The teacher may request that a representative of the Association accompany the teacher and in such case, the building principal

shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

B. Step Two:

- (1) In the event the grievance is not resolved in Step 1, the grievant may file a formal grievance, in writing, with the building principal on the form shown in Appendix A.
- (2) The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal, and the school central office.
- (3) The grievant shall (1) name the employee(s) involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this Contract allegedly violated, misinterpreted, or misapplied, (4) state the contention of the grievant with respect to the grievance, (5) indicate the specific relief requested, and (6) be signed by the employee(s).
- (4) The form of grievance should be filed as soon as possible, but any grievance not presented, in writing, in Step 2 within thirty (30) days of the time the grievant knew, or reasonably should have known of the grievance, shall be deemed waived and shall not proceed.
- (5) At the time of submission, the teacher may request a meeting with the building principal and the Association representative may accompany the grievant. If requested, such meeting shall take place within five (5) days after the request is made. In any event, within ten (10) days after receiving the written grievance, the building principal shall communicate his answer, in writing, to the grievant and the Association representative, and said answer shall be attached to the grievance.

C. Step Three:

- (1) If the grievance is not resolved in Step 2, the teacher may, within ten (10) days of receipt of the building principal's answer, appeal to the superintendent, or his designee, by filing the grievance and the principal's answer, along with a written response of the teacher, if desired, with the Office of the Superintendent, which shall issue receipt thereof. Any such response by the grievant shall be attached to the grievance.
- (2) At the time of such appeal, the teacher may request a meeting with the superintendent, or his designated representative, the Association representative may accompany the grievant. Such meeting, if requested, shall take place within ten (10) days of the request. The superintendent, or his designated representative, shall give his answer, in writing, no later than five (5) days after such meeting is held, or if no meeting is held within ten (10) days after the receipt of the written appeal properly filed with the Office of the Superintendent. Such answer shall be attached to the grievance.

D. Step Four:

- (1) Within twenty (20) days after receipt of the decision in Step 3, the Association, upon written notice, may submit the grievance to advisory arbitration pursuant to the following procedure:
 - (a) The two (2) parties shall attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within ten (10) days after notification is given, the arbitrator shall be selected by the American Arbitration Association in accord with its Rules, which shall likewise govern the arbitration hearing. The decision of the arbitrator shall be advisory only. The Board shall fully consider the advisory award at a regular or special meeting following the Association's request and will render a decision regarding the evidence.
 - (b) The Board and the Association agree that neither party shall be permitted to assert in such arbitration preceding any ground or to reply on any evidence not previously disclosed to the other party.
 - (c) The costs of the arbitration under this article shall be divided equally between the Board and the Association.
 - (d) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Contract.

Section 4

Other Provisions Relating to the Grievance Procedure:

- A. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- B. Time limits herein may be extended only by mutual agreement, signed by the authorized representatives of each party. In the event a grievance is filed after May 15 of any year, the Board shall cooperate in processing such grievance at least through Step 3 of the grievance procedure.
- C. Any grievance not advanced from one-step to the next, within the time limits, shall be deemed resolved by the answer at the previous step.
- D. Any grievance which arose prior to the effective date of this Contract shall not be processed with the grievance procedure.
- E. Any grievance not answered within the time limits provided for herein shall automatically be advanced to the next step of the grievance procedure unless withdrawn by the grievant.
- F. If the grievance affects a group or class of teachers, the Association may submit a grievance in writing to the principal or his designee directly and the processing of such grievance shall be commenced at Step 2 of the formal grievance procedure.

ARTICLE V

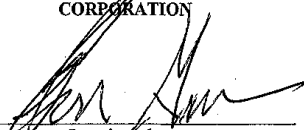
ARTICLE V

Term of Contract

This contract shall remain in full force and effect as of July 1, 2019 through June 30, 2020.

In WITNESS WHEREOF, the parties hereto have duly executed this Contract this 11th day of November, 2019.


BOARD OF SCHOOL TRUSTEES
SHENANDOAH SCHOOL
CORPORATION



Superintendent



Board President



Board Vice President



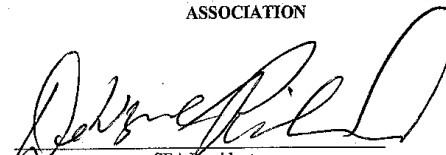
Board Secretary

Board Member

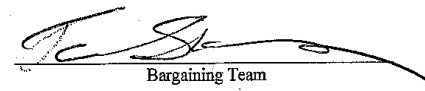


Board Member

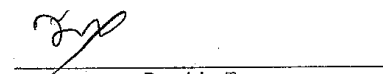
SHENANDOAH EDUCATION
ASSOCIATION



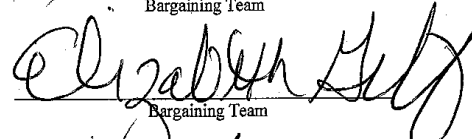
SEA President




Bargaining Team



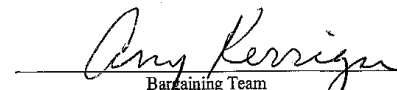
Bargaining Team



Bargaining Team



Bargaining Team



Bargaining Team

APPENDIX A

GRIEVANCE FORM

SHENANDOAH SCHOOL CORPORATION

Grievance # _____

DISTRIBUTION OF FORM

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

**GRIEVANCE REPORT
SUBMIT TO PRINCIPAL IN DUPLICATE**

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP II.

A. DATE CAUSE OF GRIEVANCE OCCURRED _____

B. 1. STATEMENT OF GRIEVANCE _____

2. PROVISION OF CONTRACT ALLEGEDLY VIOLATED _____

3. RELIEF SOUGHT _____

Signature of Grievant

Date

C. DISPOSITION OF PRINCIPAL _____

Signature of Principal

Date

D. POSITION OF GRIEVANT AND/OR ASSOCIATION _____

Signature Date

STEP III.

A. DATE RECEIVED BY SUPERINTENDENT OR DESIGNEE _____

B. DISPOSITION OF SUPERINTENDENT OR DESIGNEE _____

Signature Date

C. POSITION OF GRIEVANT AND/OR ASSOCIATION _____

Signature Date

STEP IV.

A. Date Submitted to Advisory Arbitration _____

B. Disposition and Award of Advisory Arbitrator _____

Signature of Arbitrator

Date of Decision

APPENDIX B

(Sample) Compensation Model Used for Compensation

Compensation Dispersal Table

(The shaded data of \$50,000 and Number of Teachers are examples and will be replaced with real data)

Sample Compensation Model					
Experience (5-15%) / M.A. (15%) / Effective (60%) / Highly Effective (70%)					
Money Available for Raise	\$50,000.00	Raise Difference (.65-1.00)	\$270.90	Total Payout from Raises	\$50,000.00
Sub Factor	Number of Teachers	Factor	Rating Index	Teacher Share	Total Raise per Group
0.65	4	2.600	0.0100619	\$503.10	\$2,012.38
0.675	4	2.700	0.0104489	\$522.45	\$2,089.78
0.7	3	2.100	0.0108359	\$541.80	\$1,625.39
0.725	3	2.175	0.0112229	\$561.15	\$1,683.44
0.75	7	5.250	0.0116099	\$580.50	\$4,063.47
0.775	2	1.550	0.0119969	\$599.85	\$1,199.69
0.8	5	4.000	0.0123839	\$619.20	\$3,095.98
0.825	3	2.475	0.0127709	\$638.54	\$1,915.63
0.85	7	5.950	0.0131579	\$657.89	\$4,605.26
0.875	2	1.750	0.0135449	\$677.24	\$1,354.49
0.9	5	4.500	0.0139319	\$696.59	\$3,482.97
0.925	2	1.850	0.0143189	\$715.94	\$1,431.89
0.95	4	3.800	0.0147059	\$735.29	\$2,941.18
0.975	4	3.900	0.0150929	\$754.64	\$3,018.58
1	20	20.000	0.0154799	\$773.99	\$15,479.88
Total Factor		64.600	Total Number of Teachers		75

Teacher Step Factor Identification Table

	Years of Experience	Percent Value	Degree	Percent Value	Effectiveness Rating	Percent Value	Sub Factor	Number of Teachers
Step Factor A	0-4	0.050	B.S.	0.000	Effective	0.600	0.650	4
Step Factor B	5-9	0.075	B.S.	0.000	Effective	0.600	0.675	4
Step Factor C	10-14	0.100	B.S.	0.000	Effective	0.600	0.700	3
Step Factor D	15-19	0.125	B.S.	0.000	Effective	0.600	0.725	3
Step Factor E	20 +	0.150	B.S.	0.000	Effective	0.600	0.750	5
Step Factor F	0-4	0.050	M.A.	0.150	Effective	0.600	0.800	3
Step Factor G	5-9	0.075	M.A.	0.150	Effective	0.600	0.825	2
Step Factor H	10-14	0.100	M.A.	0.150	Effective	0.600	0.850	3
Step Factor I	15-19	0.125	M.A.	0.150	Effective	0.600	0.875	2
Step Factor J	20 +	0.150	M.A.	0.150	Effective	0.600	0.900	3
Step Factor K	0-4	0.050	B.S.	0.000	Highly Effective	0.700	0.750	2
Step Factor L	5-9	0.075	B.S.	0.000	Highly Effective	0.700	0.775	2
Step Factor M	10-14	0.100	B.S.	0.000	Highly Effective	0.700	0.800	2
Step Factor N	15-19	0.125	B.S.	0.000	Highly Effective	0.700	0.825	1
Step Factor O	20 +	0.150	B.S.	0.000	Highly Effective	0.700	0.850	4
Step Factor P	0-4	0.050	M.A.	0.150	Highly Effective	0.700	0.900	2
Step Factor Q	5-9	0.075	M.A.	0.150	Highly Effective	0.700	0.925	2
Step Factor R	10-14	0.100	M.A.	0.150	Highly Effective	0.700	0.950	4
Step Factor S	15-19	0.125	M.A.	0.150	Highly Effective	0.700	0.975	4
Step Factor T	20+	0.150	M.A.	0.150	Highly Effective	0.700	1.000	20

Hidden Formula Identification

Money Available for Raise	\$50,000.00	Raise Difference (.65-1.00)	\$270.90	Total Payout from Raises	\$50,000.00
Sub Factor	Number of Teachers	Factor	Rating Index	Teacher Share	Total Raise per Group
0.65	4	2.600	0.0100619	\$503.10	\$2,012.38
Sub Factor times the number of teachers in that group (.65 x 4)	Sub Factor divided by the Factor Total (.65 / 64.600)	Total Money Available for Raise times Rating Index (\$50,000 / .0100619)	Teacher Share times Number of Teachers in that group (\$503.10 x 4)		

APPENDIX C

2019-2020 / 2020-2021 New Employee Compensation Grid

Bachelor's Degree

Years	Base
0	32,833
1	33,533
2	34,233
3	34,933
4	35,633
5	36,333
6	37,033
7	37,733
8	38,433
9	39,133
10	39,833
11	40,533
12	41,233
13	41,933
14	42,633
15	43,333
16	44,033
17	44,733
18	45,433

Master's Degree

Years	Base
0	34,587
1	35,587
2	36,587
3	37,587
4	38,587
5	39,587
6	40,587
7	41,587
8	42,587
9	43,587
10	44,587
11	45,587
12	46,587
13	47,587
14	48,587
15	49,587
16	50,587
17	51,587
18	52,587
19	53,587
20	54,587
21	55,587
22	56,587
23	57,587
24	58,587

APPENDIX D

A teacher receiving a Needs Improvement or Ineffective evaluation for 2018-2019 is not eligible for any raise in salary compensation or a stipend for 2019-2020 and a change will be depicted in the number of teachers sharing available funds in the Compensation Model for 2019-2020.

Salary Range: \$32,833 - \$63,996

Compensation Model 2019-2020
5 salary steps (5-15%) / M.A. (15%) / Effective (60%) / Highly Effective (70%)

Money Available for Raise	\$36,594.00	Raise Difference (.65-1.00)	\$216.17	Total Payout from Raises	\$36,594.00
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Sub Factor	Number of Teachers	Factor	Rating Index	Teacher Share	Total Raise per Group
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0.65	4	2.600	0.0109705	\$401.45	\$1,605.81
0.675	7	4.725	0.0113924	\$416.89	\$2,918.26
0.7	8	5.600	0.0118143	\$432.33	\$3,458.67
0.725	0	0.000	0.0122363	\$447.77	\$0.00
0.75	7	5.250	0.0126582	\$463.22	\$3,242.51
0.775	4	3.100	0.0130802	\$478.66	\$1,914.62
0.8	8	6.400	0.0135021	\$494.10	\$3,952.77
0.825	1	0.825	0.0139241	\$509.54	\$509.54
0.85	4	3.400	0.0143460	\$524.98	\$2,099.91
0.875	4	3.500	0.0147679	\$540.42	\$2,161.67
0.9	10	9.000	0.0151899	\$555.86	\$5,558.58
0.925	0	0.000	0.0156118	\$571.30	\$0.00
0.95	2	1.900	0.0160338	\$586.74	\$1,173.48
0.975	2	1.950	0.0164557	\$602.18	\$1,204.36
1	11	11.000	0.0168776	\$617.62	\$6,793.82

Total Factor	59.250	Total Number of Teachers	72	72
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	Years of Experience	Percent Value	Degree	Percent Value	Effectiveness Rating	Percent Value	Sub Factor	Number of Teachers
Step Factor A	0-4	0.050	B.S.	0.000	Effective	0.600	0.650	4
Step Factor B	5-9	0.075	B.S.	0.000	Effective	0.600	0.675	7
Step Factor C	10-14	0.100	B.S.	0.000	Effective	0.600	0.700	8
Step Factor D	15-19	0.125	B.S.	0.000	Effective	0.600	0.725	0
Step Factor E	20 +	0.150	B.S.	0.000	Effective	0.600	0.750	3
Step Factor F	0-4	0.050	M.A.	0.150	Effective	0.600	0.800	0
Step Factor G	5-9	0.075	M.A.	0.150	Effective	0.600	0.825	0
Step Factor H	10-14	0.100	M.A.	0.150	Effective	0.600	0.850	2
Step Factor I	15-19	0.125	M.A.	0.150	Effective	0.600	0.875	4
Step Factor J	20 +	0.150	M.A.	0.150	Effective	0.600	0.900	10
Step Factor K	0-4	0.050	B.S.	0.000	Highly Effective	0.700	0.750	4
Step Factor L	5-9	0.075	B.S.	0.000	Highly Effective	0.700	0.775	4
Step Factor M	10-14	0.100	B.S.	0.000	Highly Effective	0.700	0.800	8
Step Factor N	15-19	0.125	B.S.	0.000	Highly Effective	0.700	0.825	1
Step Factor O	20 +	0.150	B.S.	0.000	Highly Effective	0.700	0.850	2
Step Factor P	0-4	0.050	M.A.	0.150	Highly Effective	0.700	0.900	0
Step Factor Q	5-9	0.075	M.A.	0.150	Highly Effective	0.700	0.925	0
Step Factor R	10-14	0.100	M.A.	0.150	Highly Effective	0.700	0.950	2
Step Factor S	15-19	0.125	M.A.	0.150	Highly Effective	0.700	0.975	2
Step Factor T	20+	0.150	M.A.	0.150	Highly Effective	0.700	1.000	11

3 % TRF = 2607
ER FICA = 2799
TOTAL ER COST 5407

EST 75% AFT TRF

\$36,594.00
\$5,406.76
\$42,000.76

Total Distribution
42000.00

2019-20 Base Increase

\$42,000 Total Distribution

A teacher receiving a Needs Improvement or Ineffective evaluation for 2018-2019 is not eligible for any raise in salary compensation or a stipend for 2019-2020 and a change will be depicted in the number of teachers sharing available funds in the Compensation Model for 2019-2020.

**2019-2020
Salary Range:
\$32,833.00 -
\$63,996.39**

APPENDIX E

2019-2020 Extra Curricular Compensation Grid

ECA Positions	Certified Stipend	2019-2020
Boys' Basketball Head Coach		6,783
Boys' Basketball Assistant / JV		3,699
Boys' Basketball Assistant		2,620
Boys' Basketball Grade 8		2,312
Boys' Basketball Grade 7		2,312
Boys' Basketball Grade 6		1,232
Boys' Basketball Raider Academy		617
Boys' Basketball Summer		1,186
Football Head Coach		6,166
Football Assistant Coach(4) *		3,236
Football Middle School(3) *		1,850
Football Summer		1,186
Baseball Head Coach		3,854
Baseball Assistant Coach		2,620
Baseball Reserve		2,620
Summer Baseball(1) *		2,158
Boys' Track Head Coach		3,699
Boys' Track Assistant(2) *		2,466
Boys' Track Middle School		1,695
Boys' Track MS Assistant		1,232
Cross Country Head Coach		3,083
Cross Country Assistant		1,541
Cross Country Middle School		1,232
Boys' Tennis		2,775
Middle School Tennis		1,109
Wrestling Head Coach		4,471
Wrestling Assistant		2,620
Wrestling Middle School		1,541
Wrestling MS Assistant		1,078
Boys' Golf		2,775
Girls' Basketball Head Coach		6,783
Girls' Basketball Assistant / JV		3,699
Girls' Basketball Assistant		2,620
Girls' Basketball Grade 8		2,312

Girls' Basketball Grade 7	2,312
Girls' Basketball Summer	1,186
Girls' Basketball Grade 6	1,232
Elementary Girls' Raider Academy	617
Girls' Volleyball Head Coach	3,699
Girls' Volleyball Assistant	2,158
Girls' Volleyball Middle School (2) *	1,387
Girls' Track Head Coach	3,699
Girls' Track Asst. Coach	2,466
Girls' Track Middle School	1,695
Girls' Track MS Assistant	1,232
Girls' Softball Head Coach	3,854
Girls' Softball Assistant	2,620
Girls' Softball Reserve	2,620
Girls' Softball Summer(1) *	2,158
Girls' Golf	2,775
Girls' Tennis	2,775
*Weight Room Supervision (\$300 per month max) *	3,600
*HS Athletic Supervision (\$50 x max of 15) *	750
*MS Athletic Supervision (\$40 x max of 15) *	600
SMS Cheerleaders	925
Cheerleader Coach (2) *	1,387
SMS Athletic Director	4,729
National Honor Society(2) *	0
Student Council	925
Junior Class(2) *	1,078
Senior Class(2) *	770
SHS Academic Coach	0
Spell Bowl Coach	0
SMS Academic Coach	0
Pep Club	0
Yearbook	770
SHS BPA	925
Newspaper	0
SMS Publications	0
SMS Student Council	925
Choral Music SMS	630
Sophomore Class Sponsor	0
Freshman Class Sponsor	0
Art Club	0

Biology and Nature Study Club	0
German Club	0
Home Economics Club (2) *	0
Library Club	0
National Junior Honor Society	0
S Club (2) *	0
Spanish Club	0
Elementary Music	315
Substance Abuse Coordinator – 1 each school *	0
Radio Club	0
Chess Club	0
Drama Club	0
Computer Club	0
Literary Journal	0
Scrabble Club	0
Building Level Web Masters (One per school site)	263
<i>* Not Bargained, Information Only</i>	
DEPARTMENT CHAIRS – HIGH SCHOOL	
Family & Consumer Sciences	304
Physical Education	304
Fine Arts	304
Business	304
Agriculture/Horticulture	304
Mathematics	304
Science	304
Social Studies	304
English	304
Foreign Languages	304
Industrial Arts	304

MIDDLE SCHOOL	
Mathematics	304
Language Arts	304
Science	304
Social Studies	304
Practical/Fine Arts, PE	304
ELEMENTARY SCHOOL	
Kindergarten	304
Grade 1	304
Grade 2	304
Grade 3	304
Grade 4	304
Grade 5	304
Specials	304
SHS Band / Choral Director-210 Days including Summer School Activities *	2,678
SHS Counselors – 195 Days *	
SMS Counselors – 190 Days *	
Librarians – 190 Days *	
Vocational Agriculture Teacher – 230 Days *	
Assistant Vocational Agriculture Teacher – 230 Days *	

*** *The Number of Days Were Not Bargained***
**ECA PROGRAMS WILL BE FILLED ONLY IF SUFFICIENT NUMBERS EXIST FOR
A PROGRAM**

Shenandoah School Corporation - 3435
2019 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, 2021) <i>6-30-2020</i>	✓	<i>Covered 18</i>
Ratification date (must be on or after September 15) <i>11-11-2019</i>	✓	18
General definitions (definitions that apply to the whole CBA)	✓	3
Grievance procedure (if arbitration used, must indicate if <u>advisory</u> or binding)	✓	17+20
Contract interpretation provisions (e.g., severability, supremacy, savings clauses) <i>Retirement</i>	✓	5-8
Salary for newly hired teacher (amount, schedule, or method of calculation)	✓	23
Wages/compensation for ancillary duties	✓	25-28
Wages/compensation for extracurricular duties	✓	25-28
Compensation for extended contracts	✓	28
Compensation plan		
If there are no salary increases, CBA includes a statement to that effect	<i>N/A</i>	
Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers)	✓	4+24
Salary increases	✓	4+24
Statement that teachers rated ineffective/improvement necessary are not eligible	✓	4+24
Based on at least two of the five statutory factors	✓	4+24
Definitions of factors (e.g. experience, academic needs, instructional leadership)	✓	4
How much each factor contributes to increase (by points, percentage, amount, etc.)	✓	21+24
Amount of increase (flat amount, % amount) or method for calculating amount	✓	21+24
The combination of education and experience (excluding increases to reduce the gap and teacher retention catch-up increases) does not exceed 50% of the maximum available salary increase	✓	21+24
If using a salary increase to reduce the gap, it must: (1) be clearly identified and (2) actually reduce the gap.	<i>N/A</i>	
If using the teacher retention catch-up salary increase it must: (1) be clearly identified, (2) attributed to the academic needs factor, (3) describe the teachers to whom the catch-up increase applies, (4) describe the increase amount or method of calculating, and (5) describe how the increase amount represents a comparison to the starting salary of new teachers.	<i>N/A</i>	
Redistribution provision or a statement explaining why redistribution not necessary	✓	4+24

Reminders:

- ✓ 1. Clearly identify the Compensation Plan and make sure all salary increases are included and described in the compensation plan. *p. 24*
- ✓ 2. 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. *p. 5 + pp. 25-28*

¹ Red text denotes revisions to the checklist for 2019.

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.).