

East Allen County Schools

Teacher Contract



July 1, 2019 - June 30, 2021

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ARTICLE I – Introduction

Section 1. Recognition

The East Allen County Board School Trustees, hereinafter referred to as the “Board,” recognizes the East Allen Educators Association, hereinafter referred to as the “Association,” as the exclusive bargaining agent with respect to salary, wages, and wage related fringes and those other provisions specifically provided for herein for all personnel, employed by East Allen County Schools, hereinafter referred to as the “School Corporation,” whose duties require a certificate issued by the State of Indiana, but excluding the following positions:

1. Superintendent
2. Assistant Superintendent
3. Director of Human Resources
4. Building Administrators, Assistant Building Administrators and Administrative Assistants to Building Administrators
5. Program Directors, Managers and Assistants
6. Certificated Employees with Budgetary or Supervisory Authority (other than Department Heads and Team Leaders)
7. Administrative Interns
8. Substitute Teachers
9. Executive Director of Business Services/Chief Financial Officer

Any future exclusions from the bargaining unit shall be in accordance with the provisions of Indiana State and Federal Statutes. It is understood that nothing contained herein shall be construed to deny or restrict to any teacher the rights the teacher may have under any state or federal law.

Section 2. Definitions

As used in this Contract:

1. “Board” means the Board of School Trustees of the East Allen County School Corporation and any person(s) authorized to act for said body in dealing with its employees.
2. “School Corporation” means the East Allen County Schools of the County of Allen in the State of Indiana.
3. “Certified School Employee(s)” and “Teacher(s)” mean the certificated personnel employed by the Board in the bargaining unit as defined in Article I of this Contract.
4. “Association” means the East Allen Education Association, the school employee organization which has been certified or recognized as the exclusive representative of said certificated school employees, or the person or persons duly authorized to act on behalf of such representative.

ARTICLE II - Association Rights

Section 1. Association Rights

- A. The Association shall be granted seven (7) legislative/Association leave days per school year. The Superintendent may grant additional days at the request of the President of the Association. The Association shall reimburse the School Corporation for the cost of substitute teachers for any days beyond seven (7).

- B. The President of the Association, if assigned to a secondary building, shall be granted one (1) period released time each day in addition to the individual's regular, duty-free time. If the president of the Association is assigned to an elementary building, the released time each day will be one (1) hour in length, in addition to the individual's regular, duty-free time. The purpose of this released time is for meeting with the Superintendent and other central office administrators and other duties required of the Association President's position. In addition, members of the Association Executive Committee, as directed by the Association President, will be granted a total of 20 periods (secondary) or 20 hours (elementary) released time to meet with the Superintendent and other central office administrators.

ARTICLE III – Effect of Agreement

Section 1. Impact of Partial Invalidity

If any article, section, or clause of this Agreement shall be held invalid by operation of law or by any agency of competent jurisdiction, or if compliance with or enforcement of any article, section, or clause should be restrained by such agency pending a final determination as to its validity, the remainder of this Agreement and the application of such article, section, or clause 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. In either of the events set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request, for the purpose of arriving at a mutually satisfactory replacement for such article, section, or clause during the period of invalidity or restraint.

Section 2. Non-Discrimination

There shall be no discrimination because of age, race, color, religion, sex, sexual orientation, national origin, disability, Association membership or Association activities.

Article IV - Salary/Wages

Section 1. Salary Pays

Teachers shall be paid their annual school salary in twenty-six (26) bi-weekly pays. Only those teachers who were on twenty (20) pay option in 2018-19, may continue to elect the twenty (20) pay option for 2019-20 and 2020-21. Teachers selecting the twenty (20) pay option must submit a written notice to the Business Office on/or before July 15 of each school year. For teachers selecting the twenty (20) pay option, there shall be eight (8) bi-weekly pays prior to January 1st and twelve (12) bi-weekly pays after December 31st. For teachers receiving twenty-six (26) pays, there shall be eight (8) bi-weekly pays prior to January 1st and eighteen (18) bi-weekly pays after December 31st. The first pay for the 2019-20 school year for returning twenty-six (26) pay teachers shall be September 13, 2019, and the first day for the 2020-21 school year shall be September 11, 2020. All new teachers and previously employed twenty (20) pay teachers shall receive a payroll disbursement in the amount of \$1,000 made on August 30, 2019 (2019-20) and August 28, 2020 (2020-21). The gross amount of the August 30, 2019 pay shall be deducted from the teacher's wage payments from the eight (8) remaining pays in 2019 and the gross amount of the August 28, 2020 pay shall be deducted from the teacher's wage payments from the eight (8) remaining pays in 2020.

Payments for extra-curricular assignments may be paid, at the teacher's option either seasonally, or in a lump sum at the end of the season. Teachers who terminate employment early in a school year as a result of resignation, retirement, involuntary termination or unpaid leave shall be entitled to all earned compensation as of the date of separation from paid employment status, to be paid in their final paycheck.

Section 2. New Hire Compensation 2019-21 Schedule

New hires will be placed by the Superintendent on the salary schedule in Appendix B based on years of experience and education. The Superintendent may only use their discretion to adjust a salary for a difficult to fill position to an amount on Appendix B. The range on Appendix B for the 2019-2020 school year is \$40,200 through \$71,200 for the 2020-2021 school year is \$40,700 through \$71,700. If the Superintendent uses his/her discretion to adjust a salary for a difficult to fill position, the Association will be notified.

Section 3. Compensation

Refer to Appendix A

In addition, for exemplary effort to help students, a \$400.00 stipend will be paid to teachers, employed by East Allen County Schools the entire current school year, that meet the following qualifications:

- Exemplary effort to help students exhibited by no more than 4 absences in a school year.
- Based only on sick, family illness, unpaid leave and personal business day absences
- Excludes FMLA qualified leave
- Teachers using unapproved personal business or undocumented personal illness/family illness day just prior or just after a school break will not be eligible for this stipend. Supporting documentation must be submitted within 30 days of the absence if the teacher wants to earn the stipend.

For the 2019-20 year, those members of the collective bargaining group that are not eligible to receive the Teacher Appreciation Grant but did receive an Effective or Highly Effective rating, will receive a stipend in the same allocation as approved in the Teacher Appreciation Grant Administrative Guideline 4122. If the Teacher Appreciation Grant guidelines are the same for the 2020-21 school year, this language will also be applicable.

Section 4. Extra Duty Pay

Refer to Extra-Duty Salary Grid Appendix C

Section 5. Additional Days

- A. The Superintendent shall determine the number of additional days to be required of each designated position on an annual basis. Days are not to be designated for the purpose of summer school, grant work, curriculum writing, training sessions, etc. This is not a bargaining issue.
- B. The compensation for each additional day shall be the per diem for the contract year to which the days are added.

Section 6. Teacher Retirement

The Board shall pay the teacher's share of his/her Indiana State Teachers Retirement Fund contribution.

Section 7. Income Reduction

The benefits provided to employees under Section 125 of the Revenue Act of 1978, shall be made available to any teacher so requesting. Participants must pay the monthly administrative fee.

Section 8. Mileage Reimbursement for Traveling Teachers

Traveling teachers will receive mileage reimbursement for the distance traveled between schools or homebound instruction. The amount of compensation will be at the School Corporation mileage reimbursement rate. A traveling teacher is a teacher whose

teaching assignment requires him/her to be in more than one (1) building per day, or a teacher who is performing homebound instruction.

Section 9. State Mandated Criminal Background Checks

The district will pay for the cost of the State Mandated Criminal Background Checks for all current members of the bargaining unit.

1. Compensation for Class Coverage

The parties may bargain wages for an ancillary duty, but may not bargain what constitutes an ancillary duty or any parameters, restrictions, or limitations on the school's assignment of an ancillary duty. Any portion of this section other than wages for an ancillary duty was not bargained and is for informational purposes only.

Should the necessity arise that members of the bargaining unit be asked to perform substitute teaching duty during their preparation time, compensation will be provided as follows: bargaining members may perform this service in half or whole periods (at the secondary level) or half or whole hours (at the elementary level). Once a bargaining member has accumulated an amount equivalent to one half (1/2) of teacher's number of periods (secondary) or hours (elementary) taught (not counting preparation time) in a normal school day for that building, the bargaining member will submit their paperwork to be compensated at the current substitute daily (half or full) rate.

Should the necessity arise that a teacher be asked to have additional students in his/her classroom to cover for a substitute (i.e. splitting a class), or are asked to cover teaching duties (i.e. covering a class) that are not part of the teacher's regular assignment due to a substitute shortage, the time shall accumulate to equal either half or full day increments. If two or more teachers are covering for one substitute, those teachers covering for the substitute will split equally the substitute daily (half or full) rate.

Documentation for compensation for class coverage must be turned into Payroll at the end of the pay period.

Section 11. Dual Credit Stipend

- A. Any teacher that teaches a dual credit course will receive a one-time stipend of \$1,000
- B. Any teacher that has earned a master's degree from an accredited postsecondary educational institution in a content area directly related to the subject matter of a dual credit course actually taught by the teacher and otherwise satisfies the requirements of the Higher Learning Commission will receive an additional one-time stipend of \$2,500. Teachers expecting to receive this stipend due to additional training shall notify the Office of the Superintendent prior to August 1st of the year the teacher seeks the stipend.

The degree must be substantiated by submitting official transcripts to the Office of the Superintendent by October 15th of the school year the teacher seeks the stipend. The payment of the stipend will not occur until the official transcripts have been received by the Office of the Superintendent.

- C. A teacher may not receive more than \$3,500 in one-time stipends pursuant to these dual credit provisions. For the avoidance of doubt, teaching multiple or additional dual credit courses will not result in multiple or additional stipends.

Section 12. Special Education Stipend – Intense Intervention and Emotional Disabled

Due to the nature of these positions, Intensive Intervention Special Education and Emotional Disabled Special Education program teachers will receive a yearly stipend of \$1,500 within 30 days after the end of the first semester of the school year, so long as the teacher is actively employed by the school corporation at that time.

**ARTICLE V
Payroll Deduction**

Section 1. Available Payable Deductions

Upon appropriate written authorization by the teacher, the Board agrees to provide payroll deduction for the following:

- A. Insurance as provided in this Agreement.
- B. East Allen County Schools Employees’ Federal Credit Union.
- C. Tax Sheltered Annuities.
- D. United Way.
- E. East Allen County Schools Education Foundation.
- F. A direct deposit payroll program for the East Allen County Schools Employees’ Federal Credit Union and for any other financial institution which allows direct deposit. Direct deposit payroll program participation shall be mandatory for all teachers hired on or after July 1, 2004.

**ARTICLE VI
Leave of Absence with Pay**

Section 1. Paid absences shall not be used during Summer School

Section 2. Personal Illness Leave

- A. A teacher shall be credited with ten (10) new sick leave days each year. The maximum number of sick leave days a teacher may accumulate is one hundred twenty (120), unless the teacher has voluntarily reduced the teacher’s maximum in accordance with paragraph F below.
- B. Sick days may be used because of illness, disability, medical appointment, or quarantine that substantially prevents the teacher from carrying out the teacher’s duties. Sick days must be taken in half or whole day units.

- C. All days accumulated in the teacher's last previous U.S. school system shall be available during the teacher's first year of employment with the School Corporation.
- D. At the beginning of each school year, teachers will be notified of the number of sick days the teacher has accumulated. Teachers will have their accumulated sick days plus their new sick days available at the beginning of the school year.
- E. Sick leave shall not be paid where other benefits are available if the inability to work is due to sickness or accident for which Workers' Compensation, Social Security, other statutory benefits, or any other insurance benefits are payable except as provided in ARTICLE VI, Section 9 of this Agreement. In no event will the total amount of compensation paid from any source exceed the teacher's regular pay.
- F. Teachers who have accumulated more than ninety (90) personal sick leave days as of July 1, 2007 may be compensated for any sick days in excess of ninety (90) as follows: Seventy-five percent (75%) of daily substitute rate per day. Once a teacher lowers his / her maximum accumulated sick day amount under this Paragraph, he / she cannot ever accumulate above this reset maximum. A teacher desiring to sell back excess sick leave days under this Paragraph shall make application to the Human Resources Department on or before September 15 of any school year. If, in any year of this Agreement the number of excess sick leave days offered for buy back exceeds the remaining maximum number of days the Board is obligated to buy back, the buyback shall be a ratio of the total number of days offered for buy back divided by the total number of days left in the maximum number of days the Board agreed to buy back. The monies will be deposited in the teacher's VEBA account no later than the date of the first pay period in October.
- G. Teachers who are at their maximum sick day accumulation and who do not use all their new sick days in a given school year shall be compensated for those days as follows: Seventy-five percent (75%) of daily substitute rate per day. The date for determining the number of days used under this Paragraph shall be the day before school starts. The monies will be deposited in the teacher's VEBA account no later than the date of the first pay period in October.

Retiring teachers who are at their maximum sick day accumulation and who do not use all their new days in a given school year shall be compensated for those days as follows: Seventy-five percent (75%) of daily substitute rate

per day. The monies will be deposited in the teacher's VEBA account no later than the date of the first pay period in October.

- H. Any days missed due to sickness or accident which would qualify for coverage by Workers' Compensation insurance will not be charged against sick leave accumulation. Any sick leave days used to cover missed days later determined to be days missed due to an absence that qualifies for coverage by Workers' Compensation insurance shall be restored to the teacher's sick leave account.

Section 3. Family Illness Leave

If an illness /injury/ medical appointment of a teacher's spouse, child, step-child, child-in-law, parent, step-parent, parent-in-law, or a person living in the teacher's household as part of the family, or, a life-threatening injury/illness, hospitalization, or out-patient surgery of a teacher's grandparent, grandchild, brother, sister, including persons in such categories related to the teacher due to marriage, calls for his / her absence from work, he/she shall be permitted three (3) days off with pay per year. These days are non-accumulative from year to year. A teacher may elect to use ten (10) days of accumulated personal sick leave for family illness, subject to the requirement of Section 2 of this Article. In extenuating circumstances, the Superintendent may authorize the use of more than ten (10) days of accumulative personal sick leave for family illness purposes. Family illness leave is not to be used to "baby sit" for a sick or ill individual not living in the teacher's household, nor to be used to accompany a sick or ill individual on a vacation trip.

Section 4. Personal Business Leave

- A. Each teacher shall be entitled to be absent from work three (3) days each school year for the transaction of personal business or the conduct of personal or civic affairs. Such leave may be used in whole or half day increments.
- B. If a teacher does not use all of the teacher's personal business leave in a given year, the remaining personal business leave shall be accumulated for use in a subsequent school year, except that no more than a total of two (2) days may be accumulated from earlier school years to use as personal business leave, so that the maximum total personal business leave available in any one school year would be a total of five (5) days.
- C. Teachers who are at their maximum personal business day accumulation and who do not use all their new personal business days in a given school year shall be compensated for those days as follows: Seventy-five percent

(75%) of daily substitute rate per day. The date for determining the number of days used under this Paragraph shall be the day before school starts. The monies will be deposited in the teacher's VEBA account no later than the date of the first pay period in October.

Section 5. Bereavement Leave

Bereavement leave shall be allowed as follows:

- A. For the death of a spouse, child, step-child, parent, parent-in-law, brother, sister, or a person living in the teacher's household as part of the family, a teacher shall be allowed five (5) days off with pay per death.
- B. For the death of a grandparent, grandparent-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or stepparent, a teacher shall be allowed (3) days off per death.
- C. For the death of members of the teacher's family, not included in Paragraphs A and B of this Section, a teacher shall be allowed one (1) day off per death.

Section 6. Court Responsibilities

Leave for court responsibilities shall be allowed as follows:

- A. Each teacher who is subpoenaed by the School Corporation or as a representative of the School Corporation to appear as a witness in court, during any workday, shall receive full compensation. When school is not in session the teacher will be paid in accordance with the Extra-Curricular Salary Grid Appendix B. A teacher subpoenaed by the Association in a suit against the School Corporation shall receive no compensation from the Board.
- B. Each employee who is called for jury duty shall receive the difference in pay for time lost and the amount received as jury pay. Employees released from jury duty prior to 10:00 A.M. will be expected to return to work in a timely manner.

Section 7. Military Leave

Any teacher who is a member of an armed forces unit or the National Guard and who shall be required to attend a meeting or other activity of the unit during the school day or days shall be excused from said teacher's contracted obligations to the School Corporation for the period of mandatory training, not to exceed fifteen (15) days in a calendar year without loss of pay or time. In the event that active duty call-up necessitates use of days beyond fifteen (15) in a calendar year, the teacher's regular salary compensation less military compensation, including all applicable fringe benefits, will continue up to a period of one year. In the event that federal or state laws governing

military leave provide greater benefits than provided herein, the greater benefits shall apply.

Section 8. Conference Leave

A teacher may request to attend a conference(s) in his/her teaching area or extracurricular area. An application for a conference shall be submitted to the building principal no earlier than six (6) weeks prior to the conference. If air travel arrangements must be made, the six (6) week time limit will be waived. Applications will be reviewed in the order received. Official notification shall be within one (1) week of the date submitted. A teacher shall be given an additional personal day in a year if the teacher attends a prior approved conference on a day that school is cancelled and eLearning is not required.

Section 9. Workers' Compensation

- A. In the event a teacher is drawing temporary total disability benefits under the Indiana Workers' Compensation statute, he/she shall receive the difference in total amount between such temporary total disability benefits and his/her regular salary up to a maximum of ninety (90) working days and such amount shall not cause the teacher's regularly accumulated sick leave to be reduced.

- B. If the teacher continues to qualify for benefits under the Indiana Workers' Compensation statute beyond ninety (90) days, then beginning with the ninety-first (91st) day, the employee may elect to be compensated the difference between Workers' Compensation and the employee's regular daily wage. Teacher's accumulated sick leave on a basis of one-third (1/3) sick leave day until the teacher's accumulated sick leave days shall be exhausted. Such sick leave deductions shall be rounded to the nearest half-day upon the return of the teacher to work. The teacher may elect not to receive sick leave pay from the Board and as a result such time will not be charged against the teacher's accumulated sick leave. After the first ninety (90) day period, the Board may request a second doctor's opinion.

Section 10. Adoptive Leave

Up to five (5) days paid leave shall be available to a member of the bargaining unit for purposes of adoption. In addition, up to five (5) accrued sick leave days under Article VI, Section 2, may be taken for purposes of adoption. These days must follow the date the member receives de facto custody of the child within forty-two (42) calendar days, but need not be consecutive.

Section 11. Parental Leave

A non-childbearing employee shall be able to use up to ten (10) personal sick days within a year of the birth of the employee's child.

ARTICLE VII
Sick Leave Bank

Section 1. Operation of Sick Leave Bank

The Board shall, within thirty (30) calendar days after the beginning of the school year upon receipt of a properly completed and signed Sick Leave Bank Authorization Form, deduct one (1) day's sick leave from the authorizing employee's earned sick leave allotment. Individual participation in the Sick Leave Bank by certified teachers in the bargaining unit shall be voluntary but irrevocable.

The Sick Leave Bank shall be for the use of certified teachers in the bargaining unit who have exhausted their sick leave accumulation and whose request has been approved by the Association. The Association shall establish and administer the policies and procedures of the Sick Leave Bank (for the complete set of said policies and procedures, see the Sick Leave Bank Guidelines, available through the Association) subject to the following limitations:

- A. The Board shall not be obligated for any additional days in the Sick Leave Bank over a maximum of 1,000 days per school year unless otherwise agreed to by the Association and the Board.
- B. The Association's decisions in granting, denying, or suspending grants of sick days from the Sick Leave Bank shall be final.
- C. If the sick leave bank balance falls under 250 days, all Sick Bank members will repay the bank by deducting one (1) day's sick leave from his/her sick leave allotment.

ARTICLE VIII
Leave of Absence Without Pay

Section 1. General Provisions:

- A. A leave of absence may be granted for no more than one year. Such days may be taken in one-half (1/2) or full day units.
- B. In accordance with this Article, a teacher returning from a leave which expires at any time during the school year shall notify the Human Resources Director in writing at least ten (10) working days before the

agreed time of return. The returning teacher shall be assigned to the same position held when the leave began, if that position still exists.

- C. In accordance with this Article, a teacher returning from a leave which expires at the end of the school year must notify the Human Resources Director, in writing, of his/her intentions concerning employment by March 15. In unusual circumstances, this date may be extended with the approval of the Human Resources Director. All rights as described in Section 1B of this Article shall apply.
- D. All benefits accrued when the leave began shall be restored to the teacher upon resumption of duties.
- E. Exceptions to notification timelines and return times described in Paragraph B and Paragraph C of this Section may be approved by the Superintendent or his/her designee.
- F. Teachers wishing to request time off without pay must direct such a request to their building principal, via email, at least three school days in advance with a full explanation of the request. The teacher's building principal shall preliminarily grant or deny all requests for time off without pay. If the building principal grants such leave, the Director of Human Resources must also review and approve. If the building principal denies such leave, the decision is final, unless an appeal is taken to the Director of Human Resources within one school day. Time off without pay will not be approved after the absence. The failure on the part of any teacher to comply with this regulation shall be considered an act of insubordination and appropriate disciplinary action will be taken. A request for time off without pay will be considered on an individual basis according to the particular situation. Factors to be considered will ordinarily include whether the teacher has a history of such requests, the reason for the request, and the amount of advance notice, among other things.

Section 2. Types of Leaves:

The following types of unpaid leave are available:

- A. Professional Improvement: This type of leave includes study and exchange teaching and must be approved by the Assistant Superintendent.
- B. Childbearing/Childrearing: Any teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, if she is able to fulfill the requirements of her position. Leave that is taken that is related to, or caused by, the teacher's pregnancy shall be governed by the following:

1. Any teacher who is pregnant is entitled to a leave of absence with such leave to be taken at any time between the commencement of her pregnancy and the first anniversary of the birth of the child.
2. The teacher shall be presumed to be physically incapacitated by childbirth for a maximum period of thirty (30) working days or forty-five (45) calendar days, whichever expires first. During the period of physical incapacitation, a maximum of thirty (30) working days may be charged, at the teacher's discretion, to her available sick leave. If the period of actual physical incapacitation, as documented by a licensed physician's statement, extends beyond thirty (30) working days, or forty-five (45) calendar days (whichever expires first), the duration of the period of actual physical incapacitation may be charged, at the teacher's discretion, to her available sick leave.
3. After her available sick leave has been used, the teacher may be absent without pay for the duration of the leave of absence.
4. A licensed physician's statement certifying pregnancy must accompany the request for childbearing leave.

Both parents are eligible for an unpaid childrearing leave. For childrearing leave, a copy of the birth certificate must accompany the request. Childrearing leave must begin within six (6) weeks after the child is born.

- C. **Adoptive Leave:** Both adoptive parents are eligible for unpaid adoptive leave. This type of leave may begin with the placement of the child or before placement, if necessary, to fulfill requirements for the adoption.
- D. **Illness in the Family:** A leave of absence without pay may be granted to a teacher for the purpose of caring for a parent, a spouse, a brother, a sister, a son or a daughter. This leave may be for one (1) year or part thereof without pay. A signed statement from a licensed physician indicating such need must accompany the request of the teacher. The teacher desiring to return from leave for illness in the immediate family shall be assigned in accordance with Paragraph B, Section 1, of this Article.
- E. **Personal Illness:** This type of leave is for recovering from a personal illness. A signed statement from a licensed physician showing a need must accompany the request.
- F. **Family and Medical Leave Act Leave:** This type of leave must comply with the provisions of the Family and Medical Leave Act of 1993 as written in Administrative Regulation 4150, except that an eligible teacher is not required to use his/her available personal, sick or other

qualifying leaves in FMLA leave situations.

- G. Other leaves not mentioned above must be approved by Board of School Trustees.

ARTICLE IX Insurance

Section 1. Types of Insurance

The Board shall provide a plan of group insurance for those certified teachers under contract with the School Corporation and their dependents. The following group health options are available (during the term of this agreement, a teacher may elect a different plan of insurance during the annual open enrollment period):

- A. Medical (hospital) and Rx Insurance program, including a core plan and high deductible plans,
- B. Dental Insurance program,
- C. Vision Care Insurance program,
- D. Group Life Insurance program, and
- E. Long-Term Disability and Income Protection program.

A teacher may elect to participate in any of the options listed above and select any combination thereof. Once a teacher has made their selection to “opt-out” of Life or LTD the coverage will not be restored to the employee. The contribution rate percentages shall be based on the composite rate percentages provided below.

Section 2. Contracts

The insurance contracts shall be considered a part of this Agreement.

Section 3. Bargaining Changes in Benefit Level Required

The manner in which these benefits will be provided shall be a matter of Board discretion. The Association shall have representation on the EACS Group Health Insurance Committee. Any changes to the benefit levels shall take place only after bargaining with the Association.

Section 4. Board Contribution Amounts

- A. Employee only: The Board shall pay ninety-five point one five percent (95.15%) of the contract rate toward an employee only coverage premium, which includes letters A, B, and C of Section 1 of this Article.

- B. Employee plus spouse: The Board shall pay eighty-five point seven four percent (85.74%) of the contract rate toward an employee and spouse coverage premium, which includes letters A, B, and C of Section 1 of this Article.
- C. Employee plus child(ren): The Board shall pay eighty-two point six three percent (82.63%) of the contract rate toward an employee and child(ren) coverage premium, which includes letters A, B, and C of Section 1 of this Article.
- D. Employee plus family: The Board shall pay seventy-six point four five percent (76.45%) of the contract rate toward an employee and family coverage premium, which includes letters A, B, and C of Section 1 of this Article. An employee's family is defined as their spouse and child(ren).
- E. The Board shall pay ninety percent (90%) of the contract rate toward the life insurance premium for those who elect to have life insurance (Section 1, letter D of this Article). The principal amount of the group life insurance program shall be: \$25,000 until age 69; \$16,250 commencing at age 70 and continuing through age 74; and \$11,250 commencing at age 75 and continuing thereafter.
- F. The Board shall pay ninety percent (90%) of the contract rate toward the long-term disability and income protection premium for those who have long-term disability and income protection insurance (Section 1, letter E of this Article).
- G. If two (2) teachers are married to each other, each teacher shall be allowed to obtain employee only coverage.
- H. If two (2) teachers are married to each other and have one additional dependent, one of the teachers shall be allowed to obtain employee only coverage and the other teacher shall be allowed to obtain employee plus one coverage.

Section 5. Leave of Absence Coverage

When a teacher is granted a leave of absence, other than FMLA leave, by the Board, he/she may continue the group insurance program during the leave period by paying the full premium for the coverage selected.

Section 6. Family and Medical Leave Act (FMLA) Leave Coverage

During an FMLA leave, the teacher may elect to continue insurance benefits at the same level as they existed prior to the leave. If a teacher elects to continue insurance benefits, he/she must continue to pay his/her share of the premiums. If the premiums are changed, the teacher must pay his/her portion of the new premium rates. If a teacher elects not to retain coverage during FMLA leave, he/she is entitled to be reinstated on the same terms without any qualifications when he/she returns from FMLA leave.

The School Corporation's obligation to maintain insurance benefits ceases if the teacher's premium payment is more than thirty (30) days late. The School Corporation may, in certain circumstances, also recover from the teacher the share of the premiums the School Corporation paid during a FMLA leave if the teacher fails to return to work after the teacher's FMLA leave entitlement is exhausted.

Section 7. Retirement Coverage

Those teachers leaving the employment of the School Corporation because of retirement may remain a part of the group plan (which includes letters A, B, and C of Section 1 of this Article) by paying the full premium for such coverage. When Retired Teachers become eligible for Medicare, they are no longer eligible to remain in the EACS Group Health Insurance Plan. A retired teacher may also remain part of the group life insurance program until age 65 by paying the full premium. At age 65, the group life insurance program may be converted to an individual policy in accordance with the carrier's conversion policy.

Section 8. Miscellaneous Provisions

- A. Enrollment Period. A teacher may enroll in the group insurance program during the first thirty (30) days of employment. No proof of insurability will be required of the teacher or the teacher's dependents if they enroll during this enrollment period.
- B. Enrollment Procedures. A teacher may obtain an enrollment form from the Director of Human Resources or his/her designee. The completed form with all requested information, should be signed, dated, and returned to the Director of Human Resources.
- C. Effective Date. The teacher will be insured upon receipt of the completed form by the Director of Human Resources or his/her designee.

ARTICLE X

Retirement Plans/Contributions

Section 1. Establishment of Plans

The School Corporation agrees to establish and maintain a VEBA Plan, consistent with all applicable federal statutes, rules and regulations regarding establishment of, and participation in, a VEBA Plan, for all certified employees covered under this Agreement. The School Corporation also agrees to establish and maintain a 403(b) plan and a 457 plan for all certified employees covered under this agreement.

Section 2. Corporation Contributions to VEBA Plan

The School Corporation will make contributions to individual VEBA accounts for each eligible certified employee covered by this Agreement, as follows:

- A. For eligible certified employees hired on, or after, July 1, 1999, an initial contribution was made to their VEBA. For eligible certified employees hired prior to July 1, 1999, this initial deposit, shall be the only VEBA Plan contribution that the School Corporation shall be obligated to make on behalf of any such individual except as otherwise provided in the Agreement.
- B. For eligible certified employees hired on, or after, July 1, 1999, the School Corporation shall offer during the 2004 – 05 school year and each year thereafter contribute to the VEBA Plan account of all certified employees hired on, or after July 1, 1999. For this Contract period, the contribution shall be \$550.00.

Section 3. Vesting

A certified employee covered by this Agreement last hired prior to July 1, 1999 shall become vested in the VEBA Plan upon the earlier of:

Thirty years School Corporation service; or

Eligibility for retirement benefits under the provisions of the Indiana State Teachers' Retirement Fund.

A certified employee last hired on or after July 1, 1999 shall become vested in the VEBA Plan upon the completion of ten (10) years School Corporation service.

This "vesting" requirement shall be waived in the event of a covered certified employee's death or total disability prior to separation from employment. Upon death or total disability prior to separation from employment, a participant shall be deemed to be 100% vested in his/her VEBA account. Nothing in this agreement should be interpreted to require forfeiture of a covered certified employee's VEBA account if the employee dies or becomes totally disabled prior to separation from employment.

Section 4. Selection of Vendor for VEBA Plan

The Association shall have the authority to select the vendor for the VEBA Plan for certified employees covered by this Agreement.

Section 5. Payment for Limited Use of Sick Leave in Final School Year before Retirement

A teacher retiring under any of the provisions of the Indiana State Teachers' Retirement Fund shall have an additional contribution made to the teacher's VEBA account, based on the number of sick days used by the teacher in the teacher's final year of employment with the School Corporation:

Sick Days Used	Additional Payment
A. 0-2	\$1,500
B. 2.5 - 5	\$1,200
C. 5.5 - 8	\$1,000
D. 8.5 – 9.5	\$ 500

This payment shall be in addition to the payment provided in ARTICLE VI. Section 2 G.

ARTICLE XI

Grievance Procedure

Section 1. Definitions

- A. "Grievance" Defined: A claim by a teacher or the Association that there has been an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, may be processed as a grievance as hereinafter provided.
- B. "Working Day" Defined: A "working day" is any day the School Corporation central office is open for business. Spring Break and Winter Recess, as defined in the annual school calendar, shall not be considered working days for the purposes of this Article.

Section 2. Process

Step 1 (Informal Process)

In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the teacher's building principal(s) or immediate supervisor(s) within twenty (20) working days after the cause of grievance arises. This meeting shall be between the teacher and the teacher's building principal or immediate supervisor only except, at the teacher's request, an EAEA building representative or an EAEA officer may attend. No other representative may attend on behalf of either the supervisor/ building administrator or the teacher.

Step 2 (Formal Process)

If, as a result of the informal discussion with the teacher's building principal(s) or immediate supervisor(s), a grievance still exists, the grievant may within ten (10) working days of the informal discussion, invoke the formal grievance procedure only through the Association. The grievance form shall be available from the Association representative in each building or from the building principal(s)/immediate supervisor(s). Such form, when completed, shall identify the article(s) and section(s) violated and the remedy sought. A copy of the completed form shall be hand delivered to the grievant's building principal(s)/immediate supervisor(s).

Within five (5) working days of receipt of the grievance, the principal(s)/immediate supervisor(s) shall meet with the grievant and the Association representative in an effort to resolve the grievance. The principal(s)/immediate supervisor(s) shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall hand deliver a copy thereof to the grievant and supply a copy to the Association. Both the grievant and the Association representative must be present at all Step 2 meetings.

If the grievance involves more than one (1) school building or a central office function, the Association may submit such grievance in writing to the Director of Human Resources and the processing of such grievance shall commence at Step 3.

Step 3 (Central Office Administration)

If the grievance is not satisfactorily settled after Step 2, the grievance shall be transmitted to the Director of Human Resources within seven (7) working days after the completion of Step 2. Within seven (7) working days, the Director of Human Resources shall meet with the grievant and Association representative concerning the grievance and shall indicate his/her disposition of the grievance in writing within seven (7) working days of such meeting and shall furnish a copy thereof to the grievant and Association.

Step 4 (Arbitration)

1. If the Association is not satisfied with the disposition of the grievance by the Director of Human Resources, the Association shall notify the Director of Human Resources within ten (10) working days of the completion of Step 3 of its intent to file for binding arbitration through the American Arbitration Association within thirty (30) working days of such notification.

2. Jurisdiction of the arbitrator shall be only in regard to the particular dispute before him/her, and he/she shall have no power or authority to add to, subtract

from, modify or change in any way any of the terms of the Agreement or to write any new clause, change an existing clause, or write a new agreement, nor shall he/she establish wage scales, or change any wages or rates of pay. The arbitrator shall have no authority to rule upon any subject not specifically provided for in this Agreement.

3. Either party may request, no less than twenty (20) working days prior to the arbitration hearing, a conference which shall be scheduled, on a mutually agreed upon date, no less than ten (10) working days prior to the arbitration hearing. The purpose of such conference shall be to attempt to resolve the grievance.

4. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds, or to rely on any evidence, not previously disclosed to the other party.

5. Awards of the arbitrator shall be final and binding and shall determine the subject of the arbitration for the duration of this Agreement.

6. Each party shall bear the cost of presenting its case before the arbitrator.

7. The expenses and fees of the arbitrator shall be shared jointly by the Board and the Association.

Section 3. Extension of Deadlines

The time limits provided in this Article shall be strictly observed but may be extended by mutual consent of the parties. If the Board or its agents fail to meet the specified time limits as stated in this Article, the remedy sought by the grievant shall be construed as granted. If the grievant or Association fail to meet the specified time limits as stated in this Article, said grievance shall be deemed abandoned. In the event a grievance is filed after May 15 of any year, the time lines established in Section 2 of this Article shall be met even though the official school year may have ended. All grievances shall be presented and discussed during non-teaching hours.

Section 4. Processing Grievances after Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure through resolution.

Section 5. Separate Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

Section 6. Nondiscrimination

There shall be no discrimination or reprisals against a teacher or Association representative as a result of filing a grievance.

ARTICLE XII
Complete Agreement

Section 1. Prior Unlimited Negotiating Opportunity

The parties acknowledge that during the negotiations which resulted in this Agreement, 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 Agreement.

Section 2. Waiver of Right to Bargain During the Term of This Agreement

Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as otherwise expressly provided in the Agreement.

Section 3. Full and Complete Agreement

This Agreement sets forth the full and complete understandings of the parties hereto and cancels and supersedes any, and all agreements heretofore entered into by and between the parties and cancels and supersedes any Board past practice, written or oral.

ARTICLE XIII
Terms of Agreement


Section 1. Effective Date

This Agreement shall become effective as of the 1st day of July 2019, and shall remain in force and effect, through June 30, 2021. Furthermore, both parties agree to negotiate at any time for any changes necessitated by changes in State or Federal regulations.

Section 2. Agreeing Parties

This Agreement is made and entered into this 29th day of October, 2019 at New Haven, Indiana, County of Allen, State of Indiana, by and between the Board of School Trustees of East Allen County Schools and the East Allen Educators Association.

Board of School Trustees
East Allen County Schools Corporation

BY 
Timothy Hines, President

BY 
Todd Buckmaster, Secretary

East Allen Educators Association

BY 
Andra Kosmoski, Negotiations Co-Chair

BY 
Andy Ross, Negotiations Co-Chair

APPENDIX A COMPENSATION MODEL

- A. The following Compensation Model will be utilized in the 2019-2021 Contract years to determine raises and stipends. The amount of money available for the compensation model is \$1,263,286 for the 2019 – 2020 school year and \$669,542 for the 2020– 2021 school year.
- a. A teacher that is not rated Ineffective or Needs Improvement shall earn 5 Points.
 - b. A teacher who has earned a year of experience as defined by INPRS shall earn 1 Point.
 - c. A teacher who has met the Academic Needs shall earn 1 Point.
 - i. Academic Needs is defined as:
 1. Having earned an eligible Master’s Degree that is not otherwise required for employment, with eligible degrees being those in any content area, as defined by IDOE, in which the teacher currently teaches or any other content area approved by the Superintendent; or
 2. Successfully completing 3 hours of graduate credit in the year of evaluation (BS or above) in a content area, as defined by IDOE, in which the teacher currently teaches or any other content area approved by the Superintendent.

As five of the seven (or approximately 71%) of the available points are attributable to an evaluation-based factor, it is impossible for education and experience factors to account for more than 50% of the available salary increase.

- B. No teacher’s base salary shall exceed \$75,000 as a result of this compensation model in the 2019-2020 or 2020-2021 school years. To the extent a teacher’s base salary would otherwise exceed \$75,000 due to an increase provided herein, their base salary shall be raised to \$75,000 and the remainder of the increase shall be paid as a stipend. The maximum base salary for all teachers is \$75,000 after increases have been applied.
- C. Teachers rated ineffective or improvement necessary are not eligible for and will not be granted salary increases or paid stipends. Further, the amount that otherwise would have been allocated for salary increases for teachers rated ineffective or improvement necessary shall be allocated for compensation for teachers rated effective or highly effective.

	2019 - 2020	2020 - 2021
Total Amount Available	\$1,263,286*	\$669,542*
Total Number of Points		TBD
Amount Per Point	\$	TBD

*The total amount available will be divided by the total number of teacher points. The resulting dollar value per point will be multiplied by the number of points the teacher earned, and the entire amount will be distributed to eligible teachers. Therefore, a redistribution plan is not required.

D. Salary Range

The Salary Range is \$39,000 -\$71,852 before increases have been applied, as stated in the IEERB Compliance Rubric.

E. One-Time Stipends

A teacher that is not rated Ineffective or Needs Improvement and is actively employed by the school corporation on November 18, 2019 will receive a one-time stipend of \$420 during the 2019-2020 school year. The school corporation will pay this stipend on or about December 6, 2019, so long as the school corporation has received evaluation data from the state of Indiana (the Indiana Growth Model) for all teachers.

A teacher that is not rated Ineffective or Needs Improvement and is actively employed by the school corporation on November 20, 2020 will receive a stipend of \$223 during the 2020-2021 school year. The school corporation will pay this stipend on or about December 4, 2020, so long as the school corporation has received evaluation data from the state of Indiana (the Indiana Growth Model) for all teachers.

**APPENDIX B
NEW HIRE SALARY SCHEDULE**

Level	SY 2019-20		SY 2020-21	
	NEW HIRE		NEW HIRE	
	BACHELORS	MASTERS	BACHELORS	MASTERS
	SALARY	SALARY	SALARY	SALARY
0	\$40,200	\$41,484	\$40,700	\$41,984
1	\$40,835	\$42,475	\$41,335	\$42,975
2	\$41,470	\$43,466	\$41,970	\$43,966
3	\$42,400	\$44,485	\$42,605	\$44,957
4	\$43,244	\$46,530	\$43,240	\$45,948
5	\$44,088	\$48,575	\$43,875	\$46,939
6	\$45,100	\$49,945	\$44,510	\$47,930
7	\$46,113	\$51,315	\$45,145	\$48,921
8	\$47,125	\$52,685	\$45,780	\$49,912
9	\$48,138	\$54,055	\$46,415	\$50,903
10	\$49,150	\$55,425	\$47,050	\$51,894
11	\$49,825	\$56,795	\$47,685	\$52,885
12	\$50,500	\$58,165	\$48,320	\$53,876
13	\$51,175	\$59,535	\$48,955	\$54,867
14	\$51,850	\$60,905	\$49,590	\$55,858
15	\$52,525	\$62,275	\$50,225	\$56,849
16	\$53,200	\$63,645	\$50,860	\$57,840
17	\$53,875	\$65,015	\$51,495	\$58,831
18	\$53,875	\$65,035	\$52,130	\$59,822
19	\$53,875	\$65,055	\$52,765	\$60,813
20	\$54,550	\$65,750	\$53,400	\$61,804
21	\$54,550	\$65,770	\$54,035	\$62,795
22	\$54,550	\$65,790	\$54,670	\$63,786
23	\$54,550	\$65,810	\$55,305	\$64,777
24	\$55,220	\$66,580	\$55,940	\$65,768
25	\$55,890	\$67,350	\$56,575	\$66,759
26	\$56,560	\$68,120	\$57,210	\$67,750
27	\$57,230	\$68,890	\$57,845	\$68,741
28	\$57,900	\$69,660	\$58,480	\$69,732
29	\$58,570	\$70,430	\$59,115	\$70,723
30	\$59,240	\$71,200	\$59,740	\$71,700

APPENDIX C

EXTRA-DUTY SALARY GRID

EXTRA-DUTY POSITION	AMOUNT	
ATHLETICS		
Head H.S. Baseball	\$5,095	B
Asst. H.S. Baseball	\$2,800	B
Head H.S. Basketball	\$7,815	B&G
Asst. H.S. Basketball	\$4,300	B&G
9th Grade H.S. Basketball	\$4,300	B&G
J.H.S. Basketball	\$2,740	B&G
H.S. X Country	\$3,125	B&G
H.S. X Country (Comb.)	\$4,690	B&G
J.H.S. X Country	\$1,095	B&G
J.H.S. X Country (Comb.)	\$1,640	B&G
Head H.S. Football	\$7,815	B
Asst. H.S. Football	\$4,300	B
9th Grade H.S. Football	\$4,300	B
J.H.S. Football	\$2,740	B
J.H.S. Asst. Football	\$1,505	B
Head H.S. Golf	\$3,125	B&G
Head H.S. Soccer	\$5,095	B&G
Asst. H.S. Soccer	\$2,800	B&G
J.H.S. Head Soccer	\$1,785	B&G
J.H.S. Asst. Soccer	\$980	B&G
Head H.S. Softball	\$5,095	G
Asst. H.S. Softball	\$2,800	G
Head H.S. Tennis	\$3,125	B&G
Head H.S. Track	\$5,095	
Asst. H.S. Track	\$2,800	
J.H.S. Track	\$1,785	
H.S. Volleyball	\$5,095	
Asst. H.S. Volleyball	\$2,800	
9th Grade Volleyball	\$2,800	
J.H.S. Volleyball	\$1,785	
Head H.S. Wrestling	\$5,095	
Asst. H.S. Wrestling	\$2,800	
J.H.S. Wrestling	\$1,785	

SPONSORS

Senior Class	\$470
Junior Class	\$705
H.S. Student. Council (9-12)	\$1,565
J.H.S. Student. Council (7-8)	\$470
H.S. Cheerleaders (9-12)	\$3,477
J.H.S. Cheerleaders (7-8)	\$1,923

SPEECH AND DRAMA

Speech Team	\$3,760
Debate Team	\$2,975
H.S. Drama Production	\$3,760
H.S. Musical Production	\$3,760
Asst. H.S. Drama Production	\$1,720
Asst. H.S. Music Production	\$1,720
H.S. Instrumental (9-12 or 7-12)	\$6,260
H.S. Auxiliary Corps (9-12 or 7-12) (Fall)	\$1,095
H. S. Auxiliary Corps (9-12 or 7-12) (Winter)	\$1,095
H.S. Vocal (9-12 or 7-12)	\$3,760
J.H.S. Instrumental	\$1,565
J.H.S. Vocal	\$1,565
J.H.S. Drama Director	\$1,316
J.H.S. Drama Asst. Director	\$605
J.H.S. Music Director	\$1,316
J.H.S. Music Asst. Director	\$605
District-wide Show Choir Director (M.S.)	\$1,565

PUBLICATIONS

H.S. Yearbook	\$3,760
M.S. /H.S. Yearbook (Single Publication)	\$4,270
M.S. /J.H.S. Yearbook	\$1,020
H.S. Newspaper	\$1,875
M.S. /J.H.S. Newspaper	\$470

INTRAMURALS

Winter Intramurals	\$925
Fall Intramurals	\$635
Spring Intramurals	\$635
Special Olympics	\$1,335

ACADEMIC COMPETITION (TEAM ENTRIES)

Future Problem Solving (6-8)	\$470
Future Problem Solving (9-12)	\$470
Spell Bowl (6-8)	\$470
Spell Bowl (9-12)	\$470
Head Aca. Decathlon (9-12)	\$1,335
Assistant Aca. Decathlon	\$670

Head Aca. Super Bowl (9-12)	\$1,335
Assistant Aca. Super Bowl	\$670
Academic Super Bowl (M.S. /J.H.S.)	\$470
Assistant Aca. Super Bowl (M.S. /J.H.S.)	\$235
Media Fair (K-6, 6-8, 9-12)	\$1,335
Media Fair (6-8)	\$1,335
Media Fair (9-12)	\$1,335
Misc. Club Sponsor	\$470
Math Bowl	\$470

DEPARTMENT HEADS AND TEAM LEADERS

Elementary	Primary K-2	\$905
	Intermediate 3-6	\$905
Middle School/Junior High		
	Grade 6	\$905
	Grade 7	\$905
	Grade 8	\$905
	Unified	\$905
Jr./Sr. 7-12/H.S. 9-12		
	Agriculture	\$905
	Business	\$905
	Fine Arts	\$905
	Foreign Language	\$905
	Language Arts	\$905
	Mathematics	\$905
	Science	\$905
	Social Studies	\$905
	Technology Education	\$905
	Consumer Family Studies	\$905
	Health/Physical Education	\$905
	Special Education	\$905
	Guidance	\$905

ADDITIONAL DUTY COMPENSATION - HOURLY RATE

Summer School	Hourly Rate as Determined by the Base Salary (6 hr/day) Beginning with the 2020-2021 school year, the hourly rate as determined by the Teacher's daily base salary divided by the number of hours per day the teacher is expected to work under the Regular Teacher Contract (7.5 hr/day).
Homebound Instruction	Hourly Rate as Determined by the Base Salary (6 hr/day) Beginning with the 2020-2021 school year, the hourly rate as determined by the Teacher's daily base salary divided by the number of hours per day the teacher is expected to work under the Regular Teacher Contract (7.5 hr/day) plus mileage reimbursement per Art. IV, Sec. 8

Approved Work Outside of School Year	\$20.00/hour
After Teacher Day or School Year Tutoring	\$28.10/hour
Thursday/Friday/Saturday School	\$28.10/hour
Approved Remediation/Special Ed Outside of Teacher Day	\$28.10/hour

ADDITIONAL DUTY COMPENSATION - PER EVENT PAY

Athletic Contest Worker	
- Ticket Taker & General Supervision (Home)	\$30.00
- Ticket Taker & General Supervision (Away)	\$40.00
- Announcers, Scorekeepers, Timers, Ticket Sellers (Home)	\$30.00
- Announcers, Scorekeepers, Timers, Ticket Sellers (Away)	\$40.00
- Combined Events Workers (Home)	\$45.00
- Combined Events Workers (Away)	\$50.00

ADDITIONAL DUTY COMPENSATION - MISCELLANEOUS

- Buy Out of Prep Period	15% of Annual Base Salary
- Distance Learning (Greater than 35 students)	
-- 36 to 42 students	2.5% of Annual Base Salary divided by 2 for each class per semester
-- 43 to 50 students	5.0% of Annual Base Salary divided by 2 for each class per semester
-- 51 to 70 students	7.5% of Annual Base Salary divided by 2 for each class per semester