

**MASTER CONTRACT
2020-2021**

ELKHART TEACHERS ASSOCIATION, INC.

AND

BOARD OF SCHOOL TRUSTEES

of

ELKHART COMMUNITY SCHOOLS
ELKHART, INDIANA

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PROFESSIONAL NEGOTIATIONS AGREEMENT

This Professional Negotiations Agreement is made on the 10th day of November, 2020, by and between the Elkhart Community Schools, a public school corporation organized and existing under the laws of the State of Indiana, with central offices at 2720 California Road, Elkhart, Indiana, and the Elkhart Teachers Association, Inc., a school employee organization with offices presently at 127 E. Windsor Avenue, Suite 2, Elkhart, Indiana, 46514.

ARTICLE ONE
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

ARTICLE ONE

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Pursuant to Indiana Law providing for collective bargaining, the Board hereby recognizes the Elkhart Teachers Association, Inc. as the exclusive representative for those school employees described in the following bargaining unit: all certificated teachers employed on a regular, temporary, or supplemental contract with the exception of superintendent, assistant superintendents, business administrators, administrative assistants, directors, assistant directors, supervisors, principals, assistant principals, vice-principals, and high school athletic directors.

ARTICLE TWO

DEFINITIONS

As used in this Agreement:

1. "Employer" means the governing body of the Elkhart Community Schools and any person or persons authorized to act for the governing body of the employer in dealing with its employees.
2. "Teacher" means a certificated teacher employed by the school employer and in the bargaining unit.
3. "Board" means the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana.
4. "Association" means the Elkhart Teachers Association, Inc. (ETA), Elkhart, Indiana.
5. "Parties" means the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana, and the Elkhart Teachers Association, Inc., Elkhart, Indiana.
6. "Immediate family" shall mean teacher's spouse, life partner, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, stepparents, stepchildren, or any member of the family unit living in the teacher's household, any person for whom the teacher is the legal guardian, or for whom the teacher is exercising rights authorized pursuant to a Power of Attorney.
7. "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship.
8. "Family unit" shall mean any person related to the teacher, genetically or by marriage, or any person for whom the teacher is the legal guardian.
9. "Family illness absence" shall mean an absence from work necessitated by care for any member of the teacher's immediate family who is ill.
10. "Personal illness absence" shall mean an absence from work because the teacher is ill, physically disabled, or quarantined.
11. "Traveling teacher" shall mean a teacher who is assigned to two or more buildings on a daily basis.
12. "Job Share" shall be defined as the equal division of one daily full-time position by two teachers working in the same building.
13. A "Part Time Teacher" shall be defined as a teacher, not working in a job share, who is employed for the full school year, but whose regular school year assignment is less than that of a full time teacher.
14. "Seniority" shall be defined as the number of years of service in the Elkhart Community Schools computed to the nearest full one-half year.
15. "Substitute Deduction" shall mean the minimum daily rate paid to substitute teachers.

ARTICLE THREE
PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

ARTICLE THREE

PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

A. Paid Leaves

1. In General

- a. Additional leave information is available in Board Policy 3430.02AC (Family or Medical Leave of Absence Policy) and from the Human Resources Office.
- b. A leave may be granted for a period of time not to exceed one (1) year. Successive leaves may be granted.
- c. The leave shall be used for the purpose for which it was granted. The taking of a leave will not allow the teacher to accrue more rights than she or he would have acquired had the leave not been granted.
- d. For any health-related leave, a physician's statement is necessary prior to the commencement of, and the return to work from, the leave, setting forth the need for such leave or the ability to again resume the duties of a teacher.
- e. Any person who has been granted leave by the Board shall be eligible to participate in the group insurance program at his or her own expense by paying the premiums in advance. Arrangement for payment shall be made through the Business Office.
- f. Any teacher on leave has the responsibility to properly notify the employer according to the date given for the respective leave by stating the teacher will:
 - (1) request an additional leave, or
 - (2) return to employment, or
 - (3) resign.
- g. If the teacher does not comply with the return provisions for any leave granted, then all rights to employment are forfeited.
- h. A leave, once granted, may only be terminated before the date of expiration by mutual agreement of the teacher and the Board, or by the Board when the teacher does not use the leave for the purpose for which it was granted.
- i. A teacher who teaches courses of regular length and applicable for student credit or driver education may have excused absences charged against accumulated illness absence or personal business subject to the restrictions below. For sessions of 20 days or less only one (1) absence may be used. For all other sessions a maximum of two (2) absences may be used. Exceptions to the foregoing limitations, e.g. bereavement, professional assignments, etc., may be authorized in writing by the Superintendent. Days charged for excused absence shall be charged at the rate of one-half (1/2) day for each absence. Teachers accepting a summer school position understand absences should be used only in case of an emergency.

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B. Jury Duty and Witness Duty

1. Jury Duty

In the event a teacher is summoned to serve as a juror in a court of law, the teacher shall be granted absence for jury duty for the time during the normal school day which the teacher is required to fulfill the duties of a juror. Such absence shall result in no loss of salary. When the teacher is in receipt of his/her jury duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

2. Witness Duty

In the event a teacher is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the teacher shall be granted absence to witness for the time during the normal school day which the teacher is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of salary. For cases involving extended absence to witness, the Superintendent may grant additional days with pay, with substitute deduction, or without pay. When the teacher is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The teacher will not be paid when such testimony is given in any litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the teacher to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

C. Military Leave

Military leave will be granted in accordance with and as mandated by state or federal statutes governing such leave.

D. Maternity Leave

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the same provisions governing illness and by the following:

1. Any teacher who is pregnant is entitled to a leave any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent at least thirty (30) days before the date on which she desires to start her leave. Temporary contract teachers may take a leave, but only during the period of the temporary contract. When it is mutually agreeable, any leave which ends in the last nine weeks of a semester shall be prolonged to the end of the semester. She shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician. This leave may be taken without jeopardy to re-employment, retirement and salary benefits, teacher status, and seniority rights.

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PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

2. It is agreed such leave shall not be used to engage in other gainful full-time employment. Maternity leaves shall be used for the primary purpose of care of a child of which the teacher has legal custody.
3. All or any portion of an absence taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available illness absence. When personal illness absence is requested, verification by a physician of temporary disability related to the pregnancy must be submitted.

E. Parental Leave

1. A teacher, upon request, shall be entitled to up to one (1) year of parental leave for the primary purpose of child care following the birth or adoption of a child.
 - a. This leave may be taken without jeopardy to employment status, retirement and salary benefits, and teacher status and seniority rights.
 - b. A written request for a parental leave must be submitted in advance of the effective date of said request for leave. The request shall include the expected length of the leave, and except in a situation beyond the control of the teacher, shall be submitted at least thirty (30) days in advance.
 - c. In the event both parents of a child are employed by the corporation, only one of the two may be granted maternity or parental leave for the same period of time. This leave shall be used for the primary purpose of care of a child of which the teacher has legal custody, or in cases of adoption when there is temporary custody with intent to secure legal custody.

F. Adoptive Leave

A teacher who legally adopts a child whose age is less than eighteen (18) years old shall be entitled to use up to six consecutive weeks of accumulated sick leave to serve as the primary caregiver for the adoptive child. The teacher shall not be authorized to make application to the sick leave bank for said days. In order to be eligible for paid adoptive leave, the teacher must notify the Director of Human Resources of the request for adoptive leave upon acceptance of the application for adoption.

All such leaves shall commence on the date the child is physically turned over to the teacher for the teacher's care and legal custody.

G. Personal Business

1. A teacher shall be provided with three (3) days paid personal business per year.
 - a. Request for personal business shall be given to the principal, supervisor, or designee at least one (1) hour prior to the commencement of the normal school day. In the event of an unforeseen emergency beyond the control of the teacher, of which the teacher becomes aware less than one (1) hour prior to the commencement of the normal school day and which requires the absence of the teacher, said teacher may request such personal business less than one (1) hour prior to the commencement of the normal school day, provided such request is made as soon as reasonably possible after the teacher learns of such emergency. If it is not possible to submit a written request in advance, an oral request must be made prior to commencement of the absence, followed by a written request upon return.

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- b. If a teacher retains all three (3) personal business days at the end of the school year, he/she can roll two (2) of the three (3) days to the following school year to equal five (5) personal business days. The remaining unused personal business day shall be transferred to accumulated illness absence at the end of the teacher's contract year. In the event the teacher intends to use five (5) consecutive days the teacher must provide thirty (30) calendar days written notice requesting the use of said consecutive days to their immediate supervisor.
2. An accounting of unused personal business days will appear on each paycheck stub. These days may not be used other than in multiples of a half (1/2) day. Unused personal business days shall be transferred to accumulated illness absence at the end of each teacher's contract year.
3. Except for emergencies, personal business days shall not be used to extend school vacation periods of Thanksgiving, winter recess, spring break, summer break or the day preceding fall recess in the event this day is scheduled as a parent teacher conference day as defined by the school calendar, unless the teacher complies with the following procedure:
 - a. Once every three (3) years a teacher may use a personal business day to extend a holiday or vacation period described above by exchanging two personal business days for a personal business day taken adjacent to the holiday or vacation period.
 - b. The teacher must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.
 - c. This personal business day cannot be used in conjunction with an unpaid day without a consent agreement between the Board and the ETA.

Emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee.

4. In accordance with Indiana law, no personal business shall be granted for participation in any work stoppage.
5. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event which prohibits the teacher from attending to his or her assigned duties.

H. Bereavement

1. In the event of death within the teacher's immediate family (See Article 2), the teacher may be absent from work with pay for five (5) business days beyond the date of death. Said days must be used by the teacher within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively.
2. In the event more than one death in the teacher's immediate family should occur, the teacher may be absent from work with pay for five (5) business days for each death. Said days must be used by the teacher within twelve (12) months of the second death of the immediate family member, but do not have to be used consecutively.

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3. Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the teacher's immediate family.
4. A maximum of one (1) day's paid absence will be granted for attendance at a funeral of any other relative (blood or affinity) of the teacher other than the teacher's immediate family. When travel cannot reasonably be accomplished in one day, an additional day will be granted.
5. For the death of a close friend, student or extended family member, a teacher shall be granted a maximum of one (1) day's paid absence each school year to attend the funeral. In the event more than one death of a close friend, student, or an extended family member occurs, the day will be at the minimum substitute deduction rate, rather than being a paid absence to attend the funeral.
6. The Superintendent may grant additional bereavement days with or without substitute deduction.

I. Illness Absence

1. A teacher contracted for 184 or more days will be provided with 12 personal/family illness absence days each year (see Article 2). Illness absence days will be provided on the first day the teacher works; or the first teacher workday for those teachers authorized to use paid benefit days under the express terms of this Agreement, and be subject to use at the time from the beginning of the teacher's contract. If the first work day is after the beginning of the school year, or for any teacher on leave or who is contracted for less than 184 days, the days will be prorated (fifteen [15] unpaid days equals one personal/family illness day). Request for illness absence shall be given to the principal, supervisor, or designee at least one (1) hour prior to the commencement of the normal school day, except in cases of emergency. These may not be used other than in multiples of a half (1/2) day.
2. In the event a teacher shall have accumulated one (1) or more days of personal illness in another school corporation and shall thereupon become employed by the Elkhart Community Schools, there shall be added for the second year and each succeeding year of such employment up to ten (10) days of personal illness until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted. This provision is subject to written verification from the most recent employer.
3. If in any one (1) school year, the teacher shall be absent for such illness, disability, or quarantine less than the provided number of days, the unused days shall accumulate and carry over to no more than one-hundred (100) days.
4. In the event the employer believes abuse of illness absence by a teacher exists, the employer may put the teacher on notice in the event of further use of illness absence by the teacher, the employer may require the teacher to verify such illness or disability by a written statement signed by a licensed practicing physician which in the case of personal illness affirms the teacher is unable to fulfill his or her normal assigned duties because of such illness or disability.
5. In the event the employer believes an improper application of illness absence by a teacher exists, the employer upon notice to the teacher no less than twenty-four (24) hours prior to the teacher's return to work

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may require the teacher to verify such illness or disability in the same manner as provided by paragraph four (4) of this section.

6. The employer may, in the event paragraph four (4) or paragraph five (5) applies, select a licensed physician to examine the teacher or family member in question. In such event, the employer shall pay the costs of such examination.
7. In the event a prolonged illness of a member of the immediate family occurs, the Superintendent may grant additional days with pay, with substitute deduction, or without pay.
8. For a serious illness of a close friend, or family member who is not a member of the immediate family, the provisions in paragraph one (1) will be in effect, except the day(s) will be at the minimum substitute deduction, rather than being a paid absence.
9. A teacher who believes he/she has substance abuse/misuse problems may request appropriate benefits, including a health leave, for assessment and/or treatment purposes(s).
10. A teacher may donate up to four (4) days of accumulated personal/family illness days per school year to another teacher, who has exhausted his or her accumulated personal/family illness days, by providing formal written notification to the Business Office. The maximum number of days transferred to any teacher in a school year shall not exceed thirty (30) days.

J. Personal Illness Bank

A personal illness bank provides a bank of days upon which teachers may borrow in cases of extended absence when the teacher is temporarily ill, physically disabled, or quarantined and unable to perform the duties of a teacher. A teacher may apply for a loan from the bank under the following conditions and procedures:

1. All accumulated and non-accumulated illness absence and personal business days of the applicant shall have been exhausted at the time of application.
2. Applications shall be made in writing to the chairperson of the Personal Illness Bank Committee. Application for a loan may be made by the teacher's authorized representative (i.e. immediate family member) in cases where the individual teacher is unable to do so. Applications shall be accompanied by a statement signed by a physician licensed to practice medicine, certifying said teacher is temporarily disabled. Such doctor's statement should also include the general nature of the disability, impact of the disability on employment, and prognosis for a return to work. "Temporarily disabled" shall mean inability to perform the duties of the teacher. The opinion of a second physician may be requested by the employer at its expense. Further certification may be required by the employer from time to time.
3. Application shall be reviewed by a Personal Illness Bank Committee composed of two (2) members appointed by the Association President and two (2) members appointed by the Superintendent. The committee shall make a recommendation for approval or denial of the loan to the Superintendent, who shall make the final decision on the request. Applicants who are denied approval shall have the right to appeal to the denying party.
4. A maximum of sixty (60) days will be allowed for any one (1) individual in any school year.

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PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

5. Any teacher who becomes ill for an extended period of time more than once during a school year shall re-apply following the same procedure.
6. Following a return to work, all accrued illness absence days which exceed the state minimum benefit for personal illness (five [5] days per year) shall be paid back to the bank until the loan has been repaid.
7. The bank shall be maintained from year to year by the repayment of loans from individual borrowers.
8. The Personal Illness Bank Committee may recommend to the Superintendent a waiver of any of the above conditions or procedures.
9. The Personal Illness Bank may be used for the period of disability related to pregnancy.

K. Involuntary Health Leave

In the event the Board has reason to believe a teacher's physical or mental health may be interfering with the successful performance of his or her responsibilities, the Board may require a teacher to have an examination by a physician of the Board's choosing who shall file a written statement with the Board certifying the teacher is physically and/or mentally capable/incapable of completing the duties required of his or her assignments. The cost of the examination will be borne by the Board. After such examination, and based upon the results of the examination, the Board may place a teacher on a paid administrative leave for health reasons. A second examination may be requested by either party, with the cost borne by the requesting party.

In the event said leave is without pay, the teacher may exercise the right to request, in writing, a hearing pursuant to IC 20-28-7.5.et.seq., any such hearing shall employ the procedures set forth in IC 20-28-9-22(3) through 20-28-9-22(8).

L. Family Medical Leave

Pursuant to the Family Medical Leave Act ("FMLA"), teachers employed for 1,250 hours or more during the twelve (12) month period prior to application, are entitled to request leave under the FMLA. Eligible teachers may take an unpaid leave of up to twelve (12) weeks under the FMLA for the following reasons:

1. the birth of a child and to care for the newborn child within one (1) year of birth;
2. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;
3. to care for the employee's spouse, child, or parent, as defined by the FMLA, who has a serious health condition;
4. a serious health condition that makes the employee unable to perform the essential functions of his or her job;
5. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
6. to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Teachers are required to use any accrued paid leave days (i.e. personal illness days and personal business days) during the period of time they are taking a leave under the FMLA.

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A teacher shall not lose, while on FMLA leave tenure, seniority, or any other rights enjoyed by a teacher.

Whenever the leave is foreseeable, the teacher shall provide the employer with thirty (30) days' notice. If there is insufficient time to provide such notice because of unforeseeable events, the teacher shall provide such notice as soon as possible and practical, generally not later than the next business day after the teacher realizes the need for leave.

The provisions of Board Policy [3430.02AC](#) along with the express terms of the FMLA shall govern all applications for a leave under the FMLA.

M. Compensatory Time and Professional Assignments

Conference Attendance

1. A teacher who requests a conference leave shall file such request with the appropriate administrator no later than three (3) weeks prior to the conference. Reimbursement for approved expenses incurred while attending an approved conference will be allowed as listed in the following schedule, provided that the teacher submits receipts and an itemized claim:
 - a. Mileage - at the Internal Revenue Service allowable rate based on approved mileage when using personal automobile. Toll and parking fees will be paid if verified by receipts. If transportation is other than automobile, this must be approved by the employer in advance of the travel, and actual cost shall be reimbursed.
 - b. The actual cost of registration, banquet and luncheons. Cost of banquet and luncheons which are a part of the regular conference program may be added to the registration fee. In this case, deductions from the per diem rate allowed for meals will be made.
 - c. Cost of meals not to exceed \$50 per day average as verified by receipt. Reasonable gratuities may be claimed for reimbursement.
 - d. Cost of Room - actual cost as verified by receipt.
 - e. In no case will reimbursement exceed actual expenditures.
2. A teacher who attends a conference shall incur no loss of salary unless otherwise provided by Board action. In the event prior approval by the Board is not secured, the Superintendent may allow teachers to attend conferences. Conference attendance shall be allowed at the discretion of the employer.

Association Professional Assignments

1. The Association President and Vice President shall be given the following professional assignment:
 - a. One half (1/2) day of professional assignment each day for the Association President.
 - b. One half (1/2) day of professional assignment each day for the Association Vice-President.
 - c. Forty-five (45) days per year of professional assignment leave shall be provided for use of Association members at the direction of the president in carrying out Association business.

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PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

The Association will pay the substitutes' cost when such is incurred.

N. Compensatory Time

1. Teachers of Students with Disabilities

- a. The teacher will receive compensatory time for time spent in a case conference beyond the normal school day. The teacher and the building administrator will arrange for the teacher to receive compensatory time equivalent to the time spent in the case conference beyond the normal school day.
- b. With prior approval of the appropriate administrator, staff members may be provided with released time in order to write IEP's or consult with other staff regarding the implementation of an IEP.
- c. Released time will be provided for any teacher who is directed to participate in a case conference during the student day.
- d. Should additional time be required in extraordinary situations a teacher may submit a request for consideration of a Temporary Differential to the Superintendent under Article 6-H.

2. Teachers of "English as a New Language"

- a. Teachers of "English as a New Language" (ENL) may be provided with release time in order to write Individual Learning Plan(s) (ILP), with prior approval of the appropriate administrator.
- b. Should additional time be required in extraordinary situations a teacher may submit a request for consideration of a Temporary Differential to the Superintendent under Article 6-H.

3. Relief of Duty

Teachers may take a break at appropriate times as established by the building principal, if it does not significantly interfere with the school program.

4. Parent/Teacher Conference Leave Day

Teachers with children enrolled in ECS Programs will be authorized to attend Parent/Teacher Conferences at ECS Schools without the use of benefit time, provided the teacher is still able to meet the expectations of ECS regarding the performance of the teacher's responsibilities during Parent/Teacher Conferences.

5. When a teacher substitutes voluntarily for another teacher for up to three (3) hours, the absentee shall not be charged any absence or leave days. However, each substitution must always be approved by the building principal or his or her designee in advance of any such substitution.

ARTICLE FOUR
PROFESSIONAL GRIEVANCE PROCEDURE

ARTICLE FOUR
PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions

1. A "grievant" means a teacher, or class of teachers or the Association making a claim by filing a grievance, providing any grievant to be a proper party to a grievance must be an aggrieved party to such grievance.
2. A "grievance" means an allegation by a grievant of a violation, misinterpretation, or misapplication of the express terms of this Agreement.
3. A "class grievance" means a grievance, as defined above, which has facts common to the class, and which grievance affects more than one (1) teacher.
4. The term "principal," as used in this Article, shall refer to the chief administrative official in each building, and other administrators authorized to process grievances for the employer.
5. "Work day" means any day for which the teacher is eligible to receive pay and every day Monday through Friday at times other than when the teacher is under contract with the exception of winter recess.

B. In General

1. Time limits provided in this Agreement may be extended by mutual agreement in writing signed by the parties. When a teacher is not under contract, if any party to a grievance is unable to meet the deadlines of the procedure, other than at Step One, an extension will be granted upon written request prior to the deadline. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall not prohibit the grievance from being appealed to the next step. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the employer's answer at the previous step without prejudice to other grievances, unless the Association agrees in writing with the settlement of the grievance; then it shall be resolved with prejudice to other grievances involving the same issue.
2. There shall be no reprisal against any teacher for his or her participation in the grievance procedure.
3. Any adjustment of any grievance shall not be inconsistent with the terms of this Agreement.
4. Should the employer deem it necessary for the grievant and an Association representative to be in attendance during school hours in any grievance meeting reaching Step Two or beyond, any such teacher shall be released from regular duties for such period as deemed necessary by the employer without loss of salary or leave.

C. Procedure

1. Grievance Procedure - Step One

In the event the teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the building principal or immediate supervisor, either personally or accompanied by an Association Representative. The discussion must take place within

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ten (10) work days of the act or condition. The teacher must notify the principal when a grievance is being initiated and the meeting is to be considered as the informal level of the grievance procedure.

Within five (5) work days after the informal meeting, the principal or immediate supervisor shall inform the teacher of his or her decision in the matter. Documentation of this meeting must be made by the teacher and principal completing A-F and G respectively on the Grievance Report Form found in Appendix C.

2. Grievance Procedure - Step Two

- a. Within ten (10) work days of the time the principal has informed the teacher of his/her decision at the Step One informal level, the grievant, either individually or accompanied by a maximum of three (3) representatives who are teachers of this system, shall present the grievance in writing, on the Grievance Report Form provided in Appendix C, to the Principal or other authorized administrator, during non-teaching hours. A five (5) workday extension will be granted when the teacher has met during the ten (10) day period to discuss the grievance with the Principal.
- b. The "Statement of Grievance" shall name and/or identify the grievant(s) involved, shall state the specific facts giving rise to the grievance, shall identify by appropriate reference all provisions of this Agreement or Board policies alleged to be violated, and shall indicate the specific relief requested.
- c. Within five (5) workdays after receiving the grievance, the Principal or other authorized administrator shall complete H and I on the Grievance Report Form and distribute it.

3. Grievance Procedure - Step Three

- a. If the grievance is not resolved in Step Two, the grievant may, within ten (10) work days after receiving the Principal's or other authorized administrator's written answer, submit to the Superintendent or authorized designee a Grievance Report Form completed through L. The designee(s) of the Superintendent shall not be the counsel for the employer at any subsequent arbitration hearings.
- b. The Superintendent or his or her authorized representative shall have fifteen (15) work days to meet with the grievant and answer the grievance in writing. If further investigation is needed, additional time may be allowed by mutual agreement in writing by the Superintendent or authorized representative and the Association President or designee.

4. Grievance Procedure - Step Four

- a. Within fifteen (15) work days after receiving the decision of the superintendent, an appeal of the decision may be made to the Elkhart Community Schools Board of Trustees. The Board shall then schedule an evidentiary hearing, with witnesses as necessary, on the grievance after receipt of the appeal.
- b. The hearing shall be held at a regular or special meeting of the Board of Trustees. The hearing shall be held at a mutually agreeable time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

ARTICLE FOUR
PROFESSIONAL GRIEVANCE PROCEDURE

- c. The Board shall render their decision in writing to the Association president and the grievant not more than 30 work days after the hearing has been held and after the first subsequent regular meeting following the hearing.

D. Rules Governing Board Hearings

1. Neither party to a grievance shall be permitted to present any evidence not disclosed to the other party at least forty-eight (48) hours prior to the arbitration hearing, nor shall either party be permitted to amend a grievance at the level of arbitration (after Step Three).
2. In the event a teacher believes he/she has been subjected to harassment or discrimination in violation of Board Policy 3122ACS, said teacher shall file a complaint pursuant to Administrative Regulation AC. Complaints of discrimination and harassment shall not be subject to the grievance procedure.

ARTICLE FIVE
FRINGE BENEFITS

A. Injury Arising Out of Employment Relationship

1. Time needed for a teacher to recuperate from any personal injury arising out of and in the course of his or her employment shall result in no loss of salary, contract rights, or leave for the remainder of the current contract year, provided the injury results in disablement preventing such teacher from performing the normal duties required of said teacher, and further provided the teacher shall qualify for worker's compensation benefits, must request worker's compensation benefits, and must receive worker's compensation benefits after the required waiting period, and must receipt into the general fund an amount of money equal to any benefits. The Board reserves the right to require, at the Board's expense, a physical examination at any time during this absence, and to receive a complete copy of such examination.
2. Time for appearance before the Industrial Board or court of law involving a case in which a teacher is physically injured while acting out of and in the course of his or her employment shall result in no loss of wages or reduction of leave to the injured teacher.

B. Personal Property Damage Reimbursement

The employer agrees to reimburse a teacher for damages sustained to a teacher's personal property, such as clothing, eye glasses, cellular phone, hearing aids and wrist watches, or repair such personal property, providing the following limitations and conditions shall apply:

1. Such personal property must be worn, be in the teacher's physical control or be within the teacher's work space at the time damage to such property is sustained;
2. Acceptable evidence shall be presented to the employer establishing such damage to said personal property was sustained during the normal school day and when the teacher was involved in an assigned duty involving authorized discipline of students related to instruction or supervision; or in other cases when approved by the employer;
3. The amount of reimbursement of such personal property replaced shall be the fair market value of such property at the time such damage was sustained;
4. The employer shall reserve the right to require property to be repaired by persons or firms authorized by the employer, or to replace such personal property at its option. Repair or replacement amounts shall be authorized and approved by the employer prior to such repair or replacement; and
5. Verification (bill, receipt, canceled check, etc.) of the amount expended by the teacher for repair or replacement for such personal property is presented to the employer.

C. Teacher Liability Protection

The employer shall provide primary liability insurance coverage for teachers who drive school corporation automobiles on the employer's business and secondary liability insurance coverage for teachers who drive their personal automobiles on the employer's business. Such secondary coverage will commence above the minimum liability required by law or after the teacher's

ARTICLE FIVE
FRINGE BENEFITS

liability insurance limit has been reached, whichever is higher, and will extend to the maximum limit of insurance carried by the corporation.

D. Legal Assistance to Teachers

1. Any case of alleged battery upon a teacher resulting from or related to the discharge of his or her duties shall be promptly reported to the employer. The employer shall provide legal counsel to advise the teacher of his or her rights and obligations with respect to such alleged battery.
2. In a civil case where a teacher is sued because of an incident arising out of the discharge of his or her duties, the employer agrees to defend such teacher pursuant to its powers under the Indiana General School Powers Act of 1965, and within its limitations I.C. 20-5-2-2-(16), to wit:

To defend any member of the governing body or any employee of the school corporation in any suit arising out of the performance of his duties for, or employment with, the school corporation, provided the governing body by resolution determined that such action was taken in good faith; and to save any such member or employee harmless from any liability, cost of damage in connection therewith, including but not limited to the payment of any legal fees, except where such liability, cost or damage is predicated on, or arises out of the bad faith of such member or employee, or is a claim or judgment based on his malfeasance in office or employment.

3. In cases where criminal charges are alleged against a teacher, when such charges are related to acts occurring during the course of normal duties, the Board's attorney will only be available to provide initial consultation. Should such need arise, contact the District Counsel/Chief of Staff and the Association President. The Attorney General of Indiana has given an opinion which prevents the Board's attorney from defending the teacher in any case involving criminal charges.
4. Legal assistance will also be provided when necessary in meetings with parents.

E. Life, Health, and Disability Insurance

The Board agrees to make available life, health and disability insurance.

In the event any insurance or company providing coverage below becomes no longer available, or at the request of either party not more than yearly, a joint search for comparable new policy(ies) or carriers shall be conducted by the Association and the employer. Changes in insurance which are approved by the Insurance Committee and the ETA Board and the School Board shall become a part of the overall insurance provisions.

1. Life Insurance

The Board agrees to make available a group insurance plan with coverage of fifty thousand dollars (\$50,000). The Board agrees to contribute ninety percent (90%) of the cost for all teachers except those who teach half-time or less, for whom the contribution will be sixty percent (60%).

2. Health Insurance

The Board will provide a single and dependent hospitalization and major medical plan, including family deductible, dental, and prescription drug. This insurance is provided for each teacher who is a member of the

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FRINGE BENEFITS

group hospitalization and major medical insurance program approved by the Board and the Association.

- a. For all teachers, except those who teach half-time or less, effective January 1, 2021, the Board agrees to contribute the following toward the cost of health insurance plan coverage:

Coverage	Contribution
Single	\$5,925.00
Employee and Spouse	\$11,000.00
Employee and Child(ren)	\$7,400.00
Family	\$15,400.00
Family Both Employed	\$15,750.00

- b. For teachers who teach half-time or less, effective January 1, 2021, the Board agrees to contribute the following toward the cost of health insurance plan coverage.

Coverage	Contribution
Single	\$4,740.00
Employee and Spouse	\$8,800.00
Employee and Child(ren)	\$5,920.00
Family	\$12,320.00
Family Both Employed	\$12,600.00

- c. Health Insurance Following Retirement:

Immediately following retirement, the teacher and his/her spouse, if any, shall have the option of remaining in the Employer's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:

- (1) While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
- (2) Within ninety (90) days of the retirement date, the teacher has provided a written request to Elkhart Community Schools for continuing insurance coverage for the teacher and spouse, if any.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Employer's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse.

3. Long-Term Disability Insurance

The Board agrees to make available a group long-term disability insurance policy, which will guarantee no less than sixty-six and two-thirds percent (66-2/3%) of the teacher's annual salary until age sixty-five (65). The Board agrees to contribute ninety percent (90%) of the cost for all teachers except those who teach half-time or less for whom the contribution will be sixty percent (60%).

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FRINGE BENEFITS

F. Employee Assistance Program

The Employer shall provide an Employee Assistance Program (AEP) through a contracted provider. All costs related to intake and three (3) subsequent sessions shall be paid for by the Employer. The EAP shall cover employees, life partners, spouses, and dependent children. In addition, the Employer will provide a pool of one hundred (100) additional days per school year that may be utilized on an as needed basis by the provider with the intent to assist with situations where additional sessions are required.

G. Death Benefits

In the event of the death of a teacher with ten (10) or more years of service as a teacher in the Elkhart Community Schools, a cash payment as determined by the following formulas will be made to the teacher's primary beneficiary:

- a. One percent (1%) of the bachelor's base times 1.08 times the number of years of recognized service as a teacher in the Elkhart Community Schools; plus
- b. The number of accumulated illness absence days times the teacher's daily rate; minus
- c. The value of teacher's 401(a) Severance account as of the teacher's date of death.

In addition to the cash benefit described above, the surviving dependent spouse of any teacher shall be entitled to participate in the basic group health insurance program until eligible for Medicare coverage by paying one hundred percent (100%) of the premium.

H. Disability Benefits

Any teacher who becomes permanently disabled (physically or mentally) prior to the age of fifty (50) after serving in the Elkhart Community Schools for ten (10) years, and who is not eligible to receive a benefit under Appendix D-B will be eligible to receive disability benefits. Benefits shall be computed as follows:

Multiply one percent (1%) of the bachelor's base times 1.08 times the number of years of recognized service in the Elkhart Community Schools. This benefit will be paid in one lump sum.

I. Transportation Allowance

1. Teachers who are required to travel to carry out their assignment of duties shall be reimbursed, in addition to their basic salaries, at the Internal Revenue Service allowable rate commensurate with the number of miles they are required to travel. This allowance shall not apply for travel from the teacher's residence to the initial place of assignment and from the last place of assignment back to the teacher's residence for either regular or extra-duty assignments.
2. It shall be the responsibility of the teacher to keep a log of dates, nature of business, points of origin and destination, odometer readings, and miles traveled, and to submit the appropriate claim form to the Business Office, monthly or less frequently if desired. When the destination is recurring, the odometer readings need only be recorded once. A trip odometer may be used or the mileage chart (Administrative Regulation DLC-3) when applicable.

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FRINGE BENEFITS

J. Retirement Benefits

The Employer has established and maintains VEBA (Voluntary Employee Benefit Association) Plans pursuant to § 501(c) (9) of the Internal Revenue Code for each teacher employed under a teacher's contract. The Employer shall make an on-going contribution to individual teacher VEBA accounts at a rate of .5%.

Teachers will be assigned to a VEBA Plan based upon their individual employment date. Teachers will not be authorized to receive on-going contributions to multiple plans.

Teachers employed on or before 1/1/2006 shall be assigned to VEBA I

The VEBA Plan (VEBA I) for teachers under contract with the Elkhart Community Schools on January 1, 2006, or on a Board approved Leave of Absence at such time includes the following terms and conditions:

- Vesting: A teacher must have served in the Elkhart Community Schools fifteen (15) years, reached the age of fifty-five (55), and retired from employment with Elkhart Community Schools to be vested in the VEBA account.
- Contributions: The amount contributed by the employer for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- Access to Account Assets: Until such time a teacher has retired and satisfied the eligibility requirements by virtue of age and years of service in the Elkhart Community Schools, the teacher shall have no access to the assets held in his or her separate VEBA account.
- Termination Prior to Vesting: If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA.
- Reallocation of Forfeitures: The ETA President shall receive a list of those teachers whose accounts have been terminated pursuant to this Appendix, which shall list the teacher's name and the total value of the terminated accounts. The ETA President will receive this list on or before September 15. All of the forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA I accounts. Reallocation of forfeitures will be applied on an actuarially sound basis that is consistent with the model previously developed for the distribution of forfeited amounts (i.e. where allocation results are based upon age and number of years until projected retirement date for each teacher) and deposited in teacher accounts on or before October 15th. VEBA I accounts of teachers who have attained the age of fifty-nine (59) but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.
- Teachers Prevented from Participation in Reallocation of Forfeitures: the VEBA I accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA I account.
 - Teachers who forfeited their VEBA I accounts in the same year,
 - Teachers who previously forfeited their VEBA I accounts; and

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- Teachers who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Teachers Hired between January 2, 2006 and March 31, 2016 shall be assigned to VEBA II

The VEBA Plan for teachers hired by Elkhart Community Schools between the dates of January 2, 2006 and March 31, 2016 (VEBA II) includes the following terms and conditions:

- **Vesting:** A teacher must have served in the Elkhart Community Schools fifteen (15) years, reached the age of fifty-five (55), and retired from employment with Elkhart Community Schools to be vested in the VEBA account.
- **Contributions:** The amount contributed by the employer for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- **Access to Account Assets:** Until such time a teacher has retired and satisfied the eligibility requirements by virtue of age and years of service in the Elkhart Community Schools, the teacher shall have no access to the assets held in his or her separate VEBA account.
- **Termination Prior to Vesting:** If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA.
- **Reallocation of Forfeitures:** The ETA President shall receive a list of those teachers whose accounts have been terminated pursuant to this Appendix, which shall list the teacher's name and the total value of the terminated accounts. The ETA President will receive this list on or before September 15. Eighty percent (80%) of the forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA II accounts. Reallocation of forfeitures will be applied on an actuarially sound basis that is consistent with the model previously developed for the distribution of forfeited amounts (i.e. where allocation results are based upon age and number of years until projected retirement date for each teacher) and deposited in teacher accounts on or before October 15th. Twenty percent (20%) of the forfeited amounts shall revert to the Employer. VEBA II accounts of teachers who have attained the age of fifty-nine (59) but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.
- **Teachers Prevented from Participation in Reallocation of Forfeitures:** the VEBA II accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA account.
 - Teachers who forfeited their VEBA II accounts in the same year,
 - Teachers who previously forfeited their VEBA II accounts; and
 - Teachers who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

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Teachers Hired Subsequent to March 31, 2016 shall be assigned to VEBA IV

The VEBA Plan for teachers hired subsequent to March 31, 2016 (VEBA IV) includes the following terms and conditions:

- **Vesting:** A teacher must have served in the Elkhart Community Schools fifteen (15) years, reached the age of fifty-five (55), and retired from employment with Elkhart Community Schools to be vested in the VEBA account.
- **Contributions:** The amount contributed by the employer for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- **Access to Account Assets:** Until such time a teacher has retired and satisfied the eligibility requirements by virtue of age and years of service in the Elkhart Community Schools, the teacher shall have no access to the assets held in his or her separate VEBA account.
- **Termination Prior to Vesting:** If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA.
- **Retention of Forfeitures by Employer:** Teachers assigned to VEBA IV shall not be entitled to any reallocation of forfeitures. One hundred (100%) percent of forfeited funds shall be retained by the Employer.

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SALARY

A. Salary Payment

1. Teachers employed for the full school year shall be paid in twenty-six (26) payments. The first paycheck shall be issued to each contracted teacher within three (3) weeks of the start of the school year. A teacher who notifies the Human Resources Department in writing by July 1 prior to the next school year may be paid his/her salary over twenty-two (22) payments. Teachers who have previously requested twenty-two (22) payments may provide notification to the Human Resources Department of the desire to return to twenty-six (26) payments using the same procedure. The method of payment cannot be changed by either party during any school year. The contracted salary of a teacher will be issued in equal pays every other Friday, with certain exceptions. At no time will a teacher receive more than twenty-six (26) pays in any calendar year.
2. Newly employed, full-time teachers will be eligible to receive an advance of forty (40%) percent of their first regular pay one week prior to the scheduled pay date for teachers, subject to the following guidelines:
 - a. They must have signed a contract.
 - b. All tax forms and other required documentation must be completed and on file.
 - c. A written request must have been filed on or before the teacher's first contracted work day.
 - d. The advance will be deducted in equal installments in the first two (2) contract payments for that teacher.

B. Association Deductions

1. The authorization for deduction of Association dues and/or legal assessments shall be on a continuing basis unless revoked in writing by the employee through the Association President and employer prior to September 1. This continuing authorization shall permit changes in the amount of dues adopted by the respective governing bodies of the Association.
2. The employer shall deduct the authorized sum in twenty (20) or sixteen (16) equal semi-monthly payments and remit to the Association within five (5) work days of the paycheck date, starting with the first check in November, from the regular salary checks of each teacher signing and delivering such assignment. Upon termination of a contract, the employer shall deduct all unpaid Association dues and/or legal assessments from the remaining paychecks.
3. A teacher who is hired after October 15 and who selects to have dues and/or legal assessments deducted shall have said monies deducted in equal installments during the remaining pay periods.
4. A teacher who chooses to revoke deduction authorization for Association dues shall provide written notice to the employer on the duplicate form provided to the employee by the Association. The employer will within five (5) work days of receipt of said notice inform the Association in writing of receipt of such notice.

C. Granting of Experience Credit for New Teachers

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SALARY

1. The hiring range for a Technology Integrator will be \$37,650 - \$52,950.
2. Any newly employed teacher will be placed on the Career Pathway Schedule according to recognized years of experience, but no years beyond five (5) will be recognized.
 - a. When the newly employed teacher also fills an added pay position, at the discretion of the employer, additional levels on the Career Pathway Schedule may be recognized.
 - b. At the discretion of the employer, a newly employed teacher in an area of limited supply may be granted levels on the Career Pathway Schedule.
 - c. Whenever the employer exercises such discretion for a newly employed teacher, written notification shall be given to the Association President prior to the execution of the newly employed teacher's contract.
3. Experience Credit for Verified Teaching Experience

Experience credit on the Career Pathways Schedule, Appendix A, will be granted by the employer for prior verified teaching experience only after the employer determines such teaching experience is equivalent to teaching experience in the Elkhart Community Schools. The employer will consider the following factors:

- a. Certification prior to the verified teaching experience.
- b. Experience will be in an equivalent commissioned and/or accredited elementary or secondary institution.
- c. Class load of prior teaching experience substantially the same as position applied for.
- d. Number of hours taught per week substantially the same as position applied for.
- e. Length of work year substantially the same as position applied for.
- f. The prior experience is helpful to the teaching assignment applied for.

Experience credit for verified teaching experience may be granted by the employer for a teacher who is employed after July 1, 1973. Any adjustment made shall become effective and awarded as a part of a current contract, and shall not be retroactive. Reasons for denial of such credit shall be furnished upon request, and shall not be arbitrary or capricious.

4. Experience Credit for Career Center Teachers

The following shall apply only to those teachers assigned to the Elkhart Area Career Center who hold an Occupational Specialist license.

- a. All professional instructional staff members must qualify for an appropriate teaching license. A copy of said license must be on file with the Director of Human Resources. Teachers with an Occupational Specialist license shall be placed on the Career Pathway Schedule.

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SALARY

- b. The Director of Human Resources shall have the final decision on all matters concerning recognition of teaching and/or work experience submitted for initial placement.
- c. Work experience submitted for initial placement on the Career Pathway Schedule shall be certified in writing by the private or public sector employer prior to initial employment of the teacher by the Board.
- d. Work experience shall be defined as employment in a skilled trade, business, or industry, applicable to the position for which the teacher is to be employed.
- e. A teacher may be granted experience levels on the Career Pathway Schedule in the amount of one year of experience granted for each full year of completed teaching experience, and/or one year of experience each year of approved work experience. No more than five (5) years of experience will be recognized except pursuant to the exceptions established in Article Six C-2.

5. Granting of Experience Credit for Military Service

A teacher will be placed on a level on the Career Pathway Schedule in the amount of one (1) year of experience credit granted for completion of each full year of verified honorable military service, or verified alternate service, provided any such service fulfilled an existing legal military obligation. Notwithstanding the above, no more than four (4) years of experience credit shall be granted for such service.

- 6. Upon issuance of an initial regular teacher's contract, a conference between the employer and prospective teacher shall be held at which time the prospective teacher shall have an opportunity to identify, at that time, all rights under this Article. Any claim shall be subject to verification. The teacher shall have the burden of proof in establishing such claim or claims under this Article.

D. Schedule Placement When Prior Work Experience is a Requirement

- 1. When a current ECS teacher is assigned to or transfers to a position where prior work experience is a requirement to fill the position, the teacher shall be granted experience levels on the Career Pathway Schedule in the amount of one (1) year experience for every two (2) years of approved work experience. No more than ten (10) years of work experience will be recognized.
- 2. Work experience shall be defined as employment in a skilled trade, business, or industry, applicable to the position for which the teacher is to be employed. Work experience must be certified in writing by the private or public sector employer in order to be recognized. Any salary adjustment made shall become effective and awarded as a part of a current contract, and shall not be retroactive.

E. Granting of Academic Credit to New Teachers

- 1. A teacher who earns academic credit subsequent to the completion of a Bachelor's Degree program but prior to being hired by Elkhart Community Schools may receive credit for such course work. Such academic courses must be within the area of the teacher's current assignment, or be related to and helpful in the teacher's current assignment, and should increase the instructional skills of the teacher. A teacher may not receive credit for workshops or other activities

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SALARY

completed prior to being hired by Elkhart Community Schools. Credits for academic courses completed prior to being hired by Elkhart Community Schools will be subject to the approval of the Director of Human Resources.

- 2. For Career Center teachers: college, university, and trade or technical school credit, in addition to what’s required for teacher licensing, may be applied to the Career Pathway Schedule.

F. Compensation Plan

Salary Range

The salary range, not including current year increases or TRF contributions, of a teacher employed with Elkhart Community Schools ranges from \$37,050 to \$72,950.

Eligibility

In order to receive an increase in compensation, teachers, with the exception of first and second year teachers, pursuant to I.C. 20-28-9-1.5(d), must not have received an evaluation rating for the prior school year of ineffective or needs improvement.

Advancement

Eligible teachers shall advance from level to level on the Career Pathway Schedule by satisfying the following factors:

- 1. Evaluation (67%) – teachers must not have received an evaluation rating of ineffective or improvement necessary for the prior school year.
- 2. Experience (33%) – teachers who have taught more than one hundred twenty (120) days in the previous school year.
- 3. All levels in the Career Pathway Schedules shall increase \$600.
- 4. Teachers who began their teaching career with Elkhart Community Schools during the 2020-2021 school year will not advance any levels on the Career Pathway Schedule.
- 5. Teachers with one (1) to four (4) years of consecutive service with Elkhart Community Schools will advance one (1) level on the Career Pathway Schedule.
- 6. Teachers with five (5) to twenty (20) years of consecutive service with Elkhart Community Schools will advance three (3) levels on the Career Pathway Schedule.
- 7. Teachers with twenty-one (21) or more years of consecutive service with Elkhart Community Schools will advance one (1) level on the Career Pathway Schedule.

Redistribution of Compensation Plan Allocation

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend paid on the last pay date in June.

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Per Diem Rate

The Per Diem or Daily Rate for a bargaining unit member shall be determined by dividing the base salary for a bargaining unit member by 184.

Compensation for Part-Time Teachers

Compensation for part-time teachers will be determined by dividing the average number of student contact minutes the bargaining unit member is working, plus fifteen (15) minutes before and after student contact time, each day divided by 340. The report time for the teacher shall be adjusted accordingly and the additional thirty (30) minutes shall be used by the teacher on a part-time contract for collaboration, consultation, and preparation.

Compensation for Teachers with Extended Contracts

Compensation for teachers with extended contracts shall be determined by adding the teacher's base salary to the teacher per diem rate for each 7.5 hour day worked beyond 184 days.

G. Emergency Closing of Schools

If a teacher finds that he or she cannot report for assignment because of hazardous road conditions, substitute wages only will be deducted from such teacher's salary unless personal leave is taken.

H. Temporary Differential

At the discretion of the Superintendent or designee with prior notification to the Association President or Designee, temporary differentials will be paid in addition to the regular Career Pathway Schedule for the following reasons:

1. Responsibility – a teacher approved for a temporary differential for an assigned temporary responsibility will be paid a differential, at the teacher's professional hourly rate, while he or she carries that responsibility.
2. Extra Work – a teacher approved for a temporary differential for assigned work, with the exception of curriculum development, beyond his or her normal load will be paid a differential, at the teacher's professional hourly rate, while he or she performs that extra work.
3. Orientation –
 - a. New Teachers: Orientation of new teachers will be paid at the professional development rate.
 - b. New Assignment: A teacher who has been given a different assignment during the school year may be given release time for a period of orientation at the discretion of the Superintendent. A teacher entering the system during the school year or one who has been given a different assignment during the school year may be paid for a period of orientation when it has been authorized by the Superintendent.
4. The duties described above are listed for informational purposes only; the rate of pay is the only thing that has to be the subject of negotiations.

I. Additional Instructional Responsibility

1. Elementary and Secondary

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When no substitute is available to replace an absent teacher, then a teacher in the building may be assigned, by the building administrator, the responsibility and shall be compensated at a rate of .001 of the Bachelor's base salary per hour for each hour in half-hour increments when he or she is fulfilling such assigned responsibility, other than his or her normal assignment. Except for a teacher who is assigned the sole responsibility of instructing all students of an absent teacher, when the assignment is for three (3) or more hours, the pay shall be at the rate of .003 of the Bachelor's base salary per day, or the minimum daily substitute deduction, whichever is greater. The exceptions to the above shall be department chairpersons required to substitute within their department during their scheduled department chairperson period, secondary teachers who have an unassigned period for that given day, and elementary personnel who do not have a regular student assignment.

2. Secondary

In the event a full-time secondary teacher is assigned for an extended period of time, usually a semester or a year, as a required duty, additional classroom instruction beyond that teacher's normal instructional load (e.g. 8 block schedule), such teacher shall be compensated (at minimum) at a rate equal to said teacher's daily rate divided by five (5) for each additional period of required instruction beyond the normal teaching load. Beginning June 15, 2021, in the event of an irregular instructional load (e.g. 4 block schedule), the compensation rate set forth above will be adjusted proportionally to reflect the increase in instructional responsibilities. Compensation shall include all of the workdays falling within the period for which there is an additional assignment.

J. Mentor Stipend

The Employer will pay a total of six hundred (\$600) dollars as a stipend to mentor a teacher new to the district. The stipend may be divided among a maximum of four (4) mentor teachers. This stipend is not included in the compensation plan and as such is not subject to the provisions of Indiana Code 20-28-9-1.5.

K. Extended Contractual Compensation

A teacher shall not be required to work without pay prior to or after the dates specified on the individual teacher's Regular Teacher's Contract for which teaching or additional services are to be rendered. When a teacher is requested to work prior to or after the dates specified on the individual teacher's Regular Teacher's Contract for which teaching, or additional services are to be rendered, the teacher shall be paid, for each full day worked, his or her per diem rate; or for each hour worked, his or her hourly rate, as computed on the existing Career Pathway Schedule, Appendix A.

L. Professional Development Rate

Teachers will be paid twenty-four (\$24) dollars per hour for participation in voluntary professional development activities occurring outside of the teachers' contracted workday. Such activities shall be calculated for purposes of compensation in half-hour increments.

M. Added Pay Schedule

- 1. All continuing additional pay assignments shall be compensated in accordance with Appendix B. Part B.1 will be for the Added Pay/Extra Duty positions and Part B.2 will be for the Added Pay/Included Duty

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positions. The Added Pay Schedule does not impose an obligation on the employer to fill any vacant positions.

2. For included duty positions, the added pay position is not severable from the regular teacher's contract unless mutually agreeable. The continued employment of such teacher is based on the satisfactory evaluations of duties related to both parts of the individual contract. This shall be applicable to included duty positions as follows:
 - a. Positions in Appendix B.2 have responsibilities which are an integral part or an extension of a related instructional assignment and are not severable from the assignment.
 - b. Positions in Appendix B.2, the teacher accepts as a condition of initial employment. This includes the high school football and boys basketball coaches who shall be informed, as verified in writing, the coaching position is a part of their regular teacher's contract. (This shall only be applicable to teachers initially hired after the 1980-81 school year.)
3. A teacher with an Added-Pay/Extra-Duty position may choose to split the pay and responsibilities of the position with one other teacher on a fifty/fifty (50/50) basis. Such a split requires the approval of the building administrator and the District Counsel/Chief of Staff. The ETA President shall receive a copy of all positions approved for such a split within ten (10) work days of the position being filled.
4. With the exception of included duty positions and positions with responsibilities throughout the school year (e.g. class sponsor, department chair, MTSS, etc.), compensation for added pay positions will be paid to teachers holding said positions in four (4) equal payments during the season. A proposed payment schedule for the following school year for added pay positions, other than non-seasonal positions, shall be published by the Business Office on or before May 25 and provided to the Association President at least 10 days before publication.
5. In the event an employee with an added pay assignment experiences an extended absence during the time when the employee is expected to perform the primary duties related to the added pay assignment, the employee's compensation shall be prorated for the time they performed the assignment.
6. 2022 Higher Learning Commission Standards Eligibility
 - a. Content Area Teachers

Teachers who have completed Master's level course work in a content area satisfying the 2022 Higher Learning Commission Standards related to courses resulting in college credit for students shall be entitled to additional compensation set forth under Appendix B and identified as "Dual Credit Qualified".

Teachers will become eligible for this stipend when, during the course of their post graduate work, they have successfully completed eighteen (18) graduate credit hours in a core subject area (e.g. mathematics, economics, African History, Creative Writing, Chemistry, French, etc.) in addition to a Master's degree in a different subject, or obtained a Master's Degree in a core subject area. In both instances, the graduate degree or 18 hours of graduate coursework must be in a subject for which dual credit courses exist.

ARTICLE SIX
SALARY

Occasionally, teachers may have these credentials in more than one core subject area. In a circumstance such as this, the teacher would be eligible for the “Dual Credit Qualified” stipend for each of those areas.

Teachers who believe they meet the criteria allowing receipt of this added pay should submit evidence in the form of transcripts from the degree granting institution to the Human Resources Department. The transcripts will then be reviewed by district administrators in order to determine whether the submitted evidence meets the requirements of the Master Contract.

b. EACC Teachers

CTE Teachers assigned to the Elkhart Area Career Center who meet the criteria set forth below will be entitled to additional compensation set forth under Appendix B and identified as “Dual Credit Qualified”:

- Successfully completed a predetermined number of years in the field with evidence of ongoing industry approved professional development.
- Earned and maintained industry recognized credentials related to the field of training.
- Completed bachelor's and beyond post-secondary education, paired with industry documented employment in the field of study.

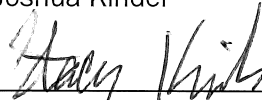
ARTICLE SEVEN
EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

ARTICLE SEVEN
EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

- A. This agreement shall become effective as of August 10, 2020 and remain in effect until June 30, 2021.
- B. This negotiations agreement is so attested to by the parties whose signatures appear below.


ELKHART TEACHERS ASSOCIATION, INC.

By 
Joshua Kinder

By 
Stacy Kirk

By 
Kerry Mullet

By 
Jessica Ramirez

By 
Heather Sheldon

By 
Holly Stanfill

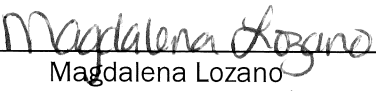
By 
Alex Holtz, Spokesperson

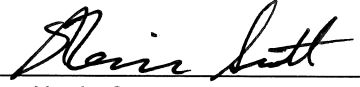
ADMINISTRATIVE NEGOTIATING TEAM

By _____
Latosha Bonds

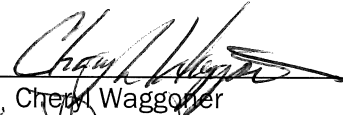
By 
Melinda Higginson

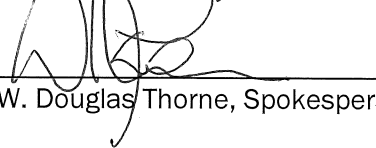
By _____
Tracey Kizyma

By 
Magdalena Lozano

By 
Kevin Scott

By 
Steve Thalheimer

By 
Cheryl Waggoner

By 
W. Douglas Thorne, Spokesperson

APPENDICES

APPENDIX A
CAREER PATHWAY SCHEDULES

Career Pathway Schedule A
2020 - 2021 School Year

Schedule A					
Bachelor's Degree					
Level	Salary	Level	Salary	Level	Salary
1	37,650	51	42,650	101	47,650
2	37,750	52	42,750	102	47,750
3	37,850	53	42,850	103	47,850
4	37,950	54	42,950	104	47,950
5	38,050	55	43,050	105	48,050
6	38,150	56	43,150	106	48,150
7	38,250	57	43,250	107	48,250
8	38,350	58	43,350	108	48,350
9	38,450	59	43,450	109	48,450
10	38,550	60	43,550	110	48,550
11	38,650	61	43,650	111	48,650
12	38,750	62	43,750	112	48,750
13	38,850	63	43,850	113	48,850
14	38,950	64	43,950	114	48,950
15	39,050	65	44,050	115	49,050
16	39,150	66	44,150	116	49,150
17	39,250	67	44,250	117	49,250
18	39,350	68	44,350	118	49,350
19	39,450	69	44,450	119	49,450
20	39,550	70	44,550	120	49,550
21	39,650	71	44,650	121	49,650
22	39,750	72	44,750	122	49,750
23	39,850	73	44,850	123	49,850
24	39,950	74	44,950	124	49,950
25	40,050	75	45,050	125	50,050
26	40,150	76	45,150	126	50,150
27	40,250	77	45,250	127	50,250
28	40,350	78	45,350	128	50,350
29	40,450	79	45,450	129	50,450
30	40,550	80	45,550	130	50,550
31	40,650	81	45,650	131	50,650
32	40,750	82	45,750	132	50,750
33	40,850	83	45,850	133	50,850
34	40,950	84	45,950	134	50,950
35	41,050	85	46,050	135	51,050
36	41,150	86	46,150	136	51,150
37	41,250	87	46,250	137	51,250
38	41,350	88	46,350	138	51,350
39	41,450	89	46,450		
40	41,550	90	46,550		
41	41,650	91	46,650		
42	41,750	92	46,750		
43	41,850	93	46,850		
44	41,950	94	46,950		
45	42,050	95	47,050		
46	42,150	96	47,150		
47	42,250	97	47,250		
48	42,350	98	47,350		
49	42,450	99	47,450		
50	42,550	100	47,550		

APPENDIX A
CAREER PATHWAY SCHEDULES

Career Pathway Schedule B
2020 - 2021 School Year

Schedule B							
Master's Degree/Dual Credit/National Board Certified/Grandfathered Teachers							
Level	Salary	Level	Salary	Level	Salary	Level	Salary
1	37,650	51	42,650	101	47,650	151	52,650
2	37,750	52	42,750	102	47,750	152	52,750
3	37,850	53	42,850	103	47,850	153	52,850
4	37,950	54	42,950	104	47,950	154	52,950
5	38,050	55	43,050	105	48,050	155	53,050
6	38,150	56	43,150	106	48,150	156	53,150
7	38,250	57	43,250	107	48,250	157	53,250
8	38,350	58	43,350	108	48,350	158	53,350
9	38,450	59	43,450	109	48,450	159	53,450
10	38,550	60	43,550	110	48,550	160	53,550
11	38,650	61	43,650	111	48,650	161	53,650
12	38,750	62	43,750	112	48,750	162	53,750
13	38,850	63	43,850	113	48,850	163	53,850
14	38,950	64	43,950	114	48,950	164	53,950
15	39,050	65	44,050	115	49,050	165	54,050
16	39,150	66	44,150	116	49,150	166	54,150
17	39,250	67	44,250	117	49,250	167	54,250
18	39,350	68	44,350	118	49,350	168	54,350
19	39,450	69	44,450	119	49,450	169	54,450
20	39,550	70	44,550	120	49,550	170	54,550
21	39,650	71	44,650	121	49,650	171	54,650
22	39,750	72	44,750	122	49,750	172	54,750
23	39,850	73	44,850	123	49,850	173	54,850
24	39,950	74	44,950	124	49,950	174	54,950
25	40,050	75	45,050	125	50,050	175	55,050
26	40,150	76	45,150	126	50,150	176	55,150
27	40,250	77	45,250	127	50,250	177	55,250
28	40,350	78	45,350	128	50,350	178	55,350
29	40,450	79	45,450	129	50,450	179	55,450
30	40,550	80	45,550	130	50,550	180	55,550
31	40,650	81	45,650	131	50,650	181	55,650
32	40,750	82	45,750	132	50,750	182	55,750
33	40,850	83	45,850	133	50,850	183	55,850
34	40,950	84	45,950	134	50,950	184	55,950
35	41,050	85	46,050	135	51,050	185	56,050
36	41,150	86	46,150	136	51,150	186	56,150
37	41,250	87	46,250	137	51,250	187	56,250
38	41,350	88	46,350	138	51,350	188	56,350
39	41,450	89	46,450	139	51,450	189	56,450
40	41,550	90	46,550	140	51,550	190	56,550
41	41,650	91	46,650	141	51,650	191	56,650
42	41,750	92	46,750	142	51,750	192	56,750
43	41,850	93	46,850	143	51,850	193	56,850
44	41,950	94	46,950	144	51,950	194	56,950
45	42,050	95	47,050	145	52,050	195	57,050
46	42,150	96	47,150	146	52,150	196	57,150
47	42,250	97	47,250	147	52,250	197	57,250
48	42,350	98	47,350	148	52,350	198	57,350
49	42,450	99	47,450	149	52,450	199	57,450
50	42,550	100	47,550	150	52,550	200	57,550

APPENDIX A
CAREER PATHWAY SCHEDULES

Career Pathway Schedule B
2020 - 2021 School Year

Schedule B							
Master's Degree/Dual Credit/National Board Certified/Grandfathered Teachers							
Level	Salary	Level	Salary	Level	Salary	Level	Salary
201	57,650	251	62,650	301	67,650	351	72,650
202	57,750	252	62,750	302	67,750	352	72,750
203	57,850	253	62,850	303	67,850	353	72,850
204	57,950	254	62,950	304	67,950	354	72,950
205	58,050	255	63,050	305	68,050	355	73,050
206	58,150	256	63,150	306	68,150	356	73,150
207	58,250	257	63,250	307	68,250	357	73,250
208	58,350	258	63,350	308	68,350	358	73,350
209	58,450	259	63,450	309	68,450	359	73,450
210	58,550	260	63,550	310	68,550	360	73,550
211	58,650	261	63,650	311	68,650	361	73,650
212	58,750	262	63,750	312	68,750	362	73,750
213	58,850	263	63,850	313	68,850	363	73,850
214	58,950	264	63,950	314	68,950	364	73,950
215	59,050	265	64,050	315	69,050	365	74,050
216	59,150	266	64,150	316	69,150	366	74,150
217	59,250	267	64,250	317	69,250	367	74,250
218	59,350	268	64,350	318	69,350	368	74,350
219	59,450	269	64,450	319	69,450	369	74,450
220	59,550	270	64,550	320	69,550	370	74,550
221	59,650	271	64,650	321	69,650	371	74,650
222	59,750	272	64,750	322	69,750	372	74,750
223	59,850	273	64,850	323	69,850	373	74,850
224	59,950	274	64,950	324	69,950	374	74,950
225	60,050	275	65,050	325	70,050	375	75,050
226	60,150	276	65,150	326	70,150	376	75,150
227	60,250	277	65,250	327	70,250	377	75,250
228	60,350	278	65,350	328	70,350	378	75,350
229	60,450	279	65,450	329	70,450	379	75,450
230	60,550	280	65,550	330	70,550	380	75,550
231	60,650	281	65,650	331	70,650	381	75,650
232	60,750	282	65,750	332	70,750	382	75,750
233	60,850	283	65,850	333	70,850	383	75,850
234	60,950	284	65,950	334	70,950	384	75,950
235	61,050	285	66,050	335	71,050	385	76,050
236	61,150	286	66,150	336	71,150	386	76,150
237	61,250	287	66,250	337	71,250	387	76,250
238	61,350	288	66,350	338	71,350	388	76,350
239	61,450	289	66,450	339	71,450	389	76,450
240	61,550	290	66,550	340	71,550	390	76,550
241	61,650	291	66,650	341	71,650	391	76,650
242	61,750	292	66,750	342	71,750	392	76,750
243	61,850	293	66,850	343	71,850	393	76,850
244	61,950	294	66,950	344	71,950	394	76,950
245	62,050	295	67,050	345	72,050	395	77,050
246	62,150	296	67,150	346	72,150	396	77,150
247	62,250	297	67,250	347	72,250	397	77,250
248	62,350	298	67,350	348	72,350	398	77,350
249	62,450	299	67,450	349	72,450	399	77,450
250	62,550	300	67,550	350	72,550	400	77,550

APPENDIX B
ADDED PAY/INCLUDED DUTY

APPENDIX B
REVISED ADDED PAY SCHEDULE
2020 - 2021 SCHOOL YEAR

B-1. ADDED PAY/EXTRA DUTY

	INDEX 2020-2021	AMOUNT 2020-2021	Year (Y) Fall (F) Winter (W) Spring (S) Claim (C)
BASE	32,059		
SYSTEM-WIDE ASSIGNMENTS			
Academic Dean Stipend	0.12000	3,850	Y
Guidance Coordinator	0.05900	1,895	Y
National Board Certification (\$500 each)		500	Y
Agriculture Department Chair	0.10400	3,335	Y
Cooper Science Lab Coordinator	0.04000	1,285	Y
Athletic Training Coordinator	0.04000	1,285	Y
Science Fair Coordinator	0.04500	1,445	W
Assistant Science Fair Coordinator	0.02250	725	W
Science Mentor Coordinator	0.03000	965	W
MTSS Coordinator	0.08000	2,565	Y
MTSS Team Member	0.04000	1,285	Y
Alternative Programs Lead Teacher	0.14000	4,490	Y
Blind/Low Vision/Braille	0.12000	3,850	Y
Building Level High Ability Coordinator	0.01500	485	Y
District Wellness Coordinator	0.03000	965	Y
Building Wellness Coordinator	0.01500	485	Y
New Teacher Mentor		600	C
**Contest Advancement		200	C
Hourly Employment			
Building Rental Manager		14.50	C
Curriculum Development	0.00090	28.85	C
Data Coordinator		35.00	C
Technology Coordinator		35.00	C
Intramurals		7.25	C
Health Programs & Other Programs from 8-D-2	0.00100	32.06	C
Evening High School Coordinator	0.00100	32.06	C
Homebound or Adult Continuing Education (BS-0 rate on Certified Hiring Schedule)	0.00113	36.23	C
HIGH SCHOOL ASSIGNMENTS			
Department Chairpersons:			
English	0.12000	3,850	Y
Mathematics	0.11000	3,530	Y
Business, Guidance, Social Studies, Science, Industrial Arts	0.10400	3,335	Y
Art, Home Economics, Media, Physical Education, Health	0.08800	2,825	Y
Special Education	0.12000	3,850	Y
Foreign Language, Music	0.08800	2,825	Y
Athletics			
Cross Country Coach	0.12000	3,850	F
Cross Country Assistant Coach	0.06000	1,925	F
Crew Coach	0.15000	4,810	S
Assistant Crew Coach	0.07500	2,405	S
Archery Coach	0.10000	3,210	S
Assistant Archery Coach	0.05000	1,605	S

APPENDIX B
ADDED PAY/INCLUDED DUTY

Lacrosse Coach	0.15000	4,810	S
Lacrosse Assistant Coach	0.07500	2,405	S
Coed Dive Coach	0.10000	3,210	W
E-Sports Coach	0.07500	2,405	Y
Unified Track Coach	0.10000	3,210	S
Unified Track Assistant Coach	0.05000	1,605	S
Unified Football Coach	0.07500	2,405	F
Unified Football Assistant Coach	0.03750	1,205	F
Football Cheerleader Coach	0.15000	4,810	F
Football JV Cheerleader Coach	0.07500	2,405	F
Football Freshman Cheerleader Coach	0.07500	2,405	F
Basketball Cheerleader Coach	0.15000	4,810	W
Basketball JV Cheerleader Coach	0.07500	2,405	W
Basketball Freshman Cheerleader Coach	0.07500	2,405	W
Boys Athletics			
Assistant Basketball Coach	0.15000	4,810	W
Freshman Basketball Coach	0.10000	3,210	W
Assistant Football Coach	0.15000	4,810	F
Freshman Football Coach	0.10000	3,210	F
Baseball Coach	0.15000	4,810	S
Assistant Baseball Coach	0.07500	2,405	S
Freshman Baseball Coach	0.07500	2,405	S
Track Coach	0.15000	4,810	S
Assistant Track Coach	0.07500	2,405	S
Golf Coach	0.10000	3,210	S
Assistant Golf Coach	0.05000	1,605	S
Wrestling Coach	0.15000	4,810	W
Assistant Wrestling Coach	0.07500	2,405	W
Freshman Wrestling Coach	0.07500	2,405	W
Swimming Coach	0.15000	4,810	W
Assistant Swimming Coach	0.07500	2,405	W
Tennis Coach	0.14000	4,490	F
Assistant Tennis Coach	0.07000	2,245	F
Freshman Tennis Coach	0.07000	2,245	F
Soccer Coach	0.18180	5,830	S
Assistant Soccer Coach	0.09090	2,915	S
Freshman Soccer Coach	0.09090	2,915	S
Girls Athletics:			
Basketball Coach	0.30000	9,620	Y
Assistant Basketball Coach	0.15000	4,810	W
Swimming Coach	0.15000	4,810	W
Assistant Swimming Coach	0.07500	2,405	W
Volleyball Coach	0.15000	4,810	F
Assistant Volleyball Coach	0.07500	2,405	F
Freshman Volleyball Coach	0.07500	2,405	F
Gymnastics Coach	0.15000	4,810	W
Assistant Gymnastics Coach	0.07500	2,405	W
Track Coach	0.15000	4,810	S
Assistant Track Coach	0.07500	2,405	S
Golf Coach	0.10000	3,210	F
Assistant Golf Coach	0.05000	1,605	F
Softball Coach	0.15000	4,810	S
Assistant Softball Coach	0.07500	2,405	S
Freshman Softball Coach	0.07500	2,405	S
Soccer Coach	0.18180	5,830	F
Assistant Soccer Coach	0.09090	2,915	F

APPENDIX B
ADDED PAY/INCLUDED DUTY

Freshman Soccer Coach	0.09090	2,915	F
Tennis Coach	0.14000	4,490	S
Assistant Tennis Coach	0.07000	2,245	S
Freshman Tennis Coach	0.07000	2,245	S
Athletic-Related Assignments:			
Ticket Manager	0.10000	3,210	Y
Sports Information Director	0.10000	3,210	Y
Athletic Trainer	0.24000	7,695	Y
Supervisor and Instructor of Student Trainers	0.04000	1,285	Y
Supervision Manager	0.06800	2,185	Y
Cheer Block Sponsor	0.03000	965	Y
Booster Club Sponsor	0.03000	965	Y
Non-Athletic Assignments:			
Dual Credit Qualified (\$500 each content area) <i>(using 2022 Higher Learning Commission Stds.)</i>		500	Y
Activities Director	0.11000	3,530	Y
Theatre Director	0.15000	4,810	Y
Assistant Drama Director	0.07500	2,405	Y
Forensics Coach	0.14000	4,490	Y
Assistant Forensics Coach	0.06800	2,185	Y
Speech Coach	0.11000	3,530	Y
Assistant Speech Coach	0.05000	1,605	Y
Mock Trial Coach	0.02000	645	S
ElkLogic Robotics Coach	0.15000	4,810	Y
ElkLogic Robotics Assistant Coach	0.07500	2,405	Y
Marching Band Color Guard Director	0.12000	3,850	F
Marching Band Assistant Color Guard Director	0.06000	1,925	F
Winter Color Guard Director	0.12000	3,850	W
Winter Color Guard Assistant Director	0.06000	1,925	W
Pep Band	0.04000	1,285	W
Marching Band Percussion Director	0.08500	2,730	F
Marching Band Percussion Assistant Director	0.04250	1,365	F
Winter Percussion Director	0.10000	3,210	W
Winter Percussion Assistant Director	0.05000	1,605	W
Musical Pit Orchestra Director	0.04000	1,285	W
Musical Vocal Director	0.04000	1,285	W
Co-Curricular Jazz			
Jazz Choir	0.02500	805	Y
Jazz Band	0.02500	805	Y
Jazz String	0.02500	805	Y
Extra Curricular Jazz			
Jazz Choir	0.05000	1,605	Y
Jazz Band	0.05000	1,605	Y
Jazz String	0.05000	1,605	Y
Art Café	0.04100	1,315	Y
Move to Stand	0.02000	645	Y
Sigma Beta Upsilon	0.01350	435	Y
Key Club	0.02000	645	Y
Academic Competition Teams (Full Squad Competing Teams)	0.07700	2,470	Y
National Honor Society	0.03000	965	Y
National Honor Society Assistant	0.01500	485	Y
Student Government Sponsor	0.03000	965	Y
Student Government Assistant Sponsor	0.01500	485	Y
Senior Class Sponsor	0.02800	900	Y
Senior Class Assistant Sponsor	0.01400	450	Y
Junior Class Sponsor	0.03500	1,125	Y

APPENDIX B
ADDED PAY/INCLUDED DUTY

Junior Class Assistant Sponsor	0.01750	565	Y
Sophomore Class Sponsor	0.02000	645	Y
Sophomore Class Assistant Sponsor	0.01000	325	Y
Freshman Class Sponsor	0.02000	645	Y
Freshman Class Assistant Sponsor	0.01000	325	Y
MIDDLE SCHOOL ASSIGNMENTS:			
Building Department Chairpersons			
English, Mathematics	0.08800	2,825	Y
Science, Social Studies	0.04700	1,510	Y
Special Education	0.08800	2,825	Y
Art, Home Economics, Industrial Arts, Media,	0.03500	1,125	Y
Music, Physical Education/Health			
Athletics			
Eighth Grade Basketball Coach	0.10000	3,210	W
Eighth Grade Assistant Basketball Coach	0.03750	1,205	W
Seventh Grade Basketball Coach	0.10000	3,210	W
Seventh Grade Assistant Basketball Coach	0.03750	1,205	W
Eighth Grade Track Coach	0.05500	1,765	S
Eighth Grade Assistant Track Coach	0.03750	1,205	S
Seventh Grade Track Coach	0.05500	1,765	S
Seventh Grade Assistant Track Coach	0.03750	1,205	S
Eighth Grade Soccer Coach	0.07500	2,405	F
Eighth Grade Assistant Soccer Coach	0.03750	1,205	F
Seventh Grade Soccer Coach	0.07500	2,405	F
Seventh Grade Assistant Soccer Coach	0.03750	1,205	F
Eighth Grade Lacrosse Coach	0.07500	2,405	S
Eighth Grade Assistant Lacrosse Coach	0.03750	1,205	S
Seventh Grade Lacrosse Coach	0.07500	2,405	S
Seventh Grade Assistant Lacrosse Coach	0.03750	1,205	S
Eighth Grade Volleyball Coach	0.07500	2,405	F
Eighth Grade Assistant Volleyball Coach	0.03750	1,205	F
Seventh Grade Volleyball Coach	0.07500	2,405	F
Seventh Grade Assistant Volleyball Coach	0.03750	1,205	F
Cross Country Coach	0.05500	1,765	F
Swimming Coach	0.05500	1,765	W
Football Eighth Grade Cheerleader Coach	0.07500	2,405	F
Football Seventh Grade Cheerleader Coach	0.07500	2,405	F
Basketball Eighth Grade Cheerleader Coach	0.07500	2,405	W
Basketball Seventh Grade Cheerleader Coach	0.07500	2,405	W
Boys Athletics			
Eighth Grade Feeder Football Coach	0.10000	3,210	F
Eighth Grade Feeder Assistant Football Coach	0.05000	1,605	F
Seventh Grade Feeder Football Coach	0.10000	3,210	F
Seventh Grade Feeder Assistant Football Coach	0.05000	1,605	F
Wrestling Coach	0.07500	2,405	W
Assistant Wrestling Coach	0.03500	1,125	W
Non-Athletic Assignments:			
Middle School Jazz Band	0.05000	1,605	Y
Middle School Jazz Choir	0.05000	1,605	Y
Middle School Jazz Orchestra	0.05000	1,605	Y
Drama Director	up to 0.05000	550 to 1,605	Y
Yearbook Sponsor	0.03000	965	Y
Debate Coach	0.01000	325	Y
Move to Stand	0.02000	645	Y
Academic Competition (Full Squad Competing Teams)	0.05000	1,605	VARIES
Robotics Coach	0.05000	1,605	Y

APPENDIX B
ADDED PAY/INCLUDED DUTY

Junior Honor Society	0.01500	485	Y
Student Council	0.01500	485	Y
Science Fair Coordinator	0.01700	550	W
ELEMENTARY ASSIGNMENTS:			
Athletics			
System-wide Athletic Director	0.24000	7,695	Y
Boys Basketball Coach	0.04850	1,555	W
Boys Softball Coach	0.02100	675	S
Boys Track Coach	0.01500	485	F
Boys Football Coach	0.04850	1,555	S
Boys Soccer Coach	0.04850	1,555	F
Boys Volleyball Coach	0.04850	1,555	S
Lacrosse Coach	0.03200	1,030	S
Girls Volleyball Coach	0.04850	1,555	F
Girls Basketball Coach	0.04850	1,555	W
Girls Softball Coach	0.02100	675	S
Girls Track Coach	0.01500	485	F
Girls Soccer Coach	0.04850	1,555	S
Assistant Basketball Coach	0.02425	780	W
Assistant Softball Coach	0.01050	340	S
Assistant Track Coach	0.00750	245	F
Assistant Football Coach	0.02425	780	S
Assistant Soccer Coach	0.02425	780	F
Assistant Lacrosse Coach	0.01600	515	S
Assistant Volleyball Coach	0.02425	780	S
Football Cheerleader Coach	0.02500	805	S
Basketball Cheerleader Coach	0.02500	805	W
Non-Athletic Assignments:			
Drumming	0.04800	1,540	Y
Safety Patrol Sponsor	0.01700	550	Y
Science Fair Coordinator	0.01700	550	W
Robotics Coach	0.05000	1,605	F
Academic Competition (Full Squad Competing Teams)	0.05000	1,605	VARIES
Oratorical	0.02400	770	S
Student Council	0.00750	245	Y
UNIFIED SPORTS			
Special Olympics Coordinator (hourly rate)		7.50	Y
Special Olympics Basketball Coach – Traditional	0.04100	1,315	W
Special Olympics Middle/Elementary School Coach – Unified	0.04100	1,315	S
ELKHART AREA CAREER CENTER			
Lead teacher at EACC Annex	0.10000	3,210	Y
Vocational Club Coordination Sponsor	0.05000	1,605	Y
Vocational Advisors	0.01500	485	Y
Attendance at State Competition		500	C
Attendance at National Competition		1,000	C
Approved Equipment Repair, Maintenance or Procurement (hourly rate)	0.00100	32.06	C
Guidance Chairperson	0.07000	2,245	Y
National Honor Society Sponsor	0.03000	965	Y
B-2 ADDED PAY/INCLUDED DUTY			
SYSTEM-WIDE ASSIGNMENTS			
6 th Grade Band	0.04800	1,540	Y
6 th Grade Orchestra	0.04800	1,540	Y
Psychologist	0.06800	2,185	Y
HIGH SCHOOL ASSIGNMENTS			
Boys Football Coach	0.30000	9,620	Y

APPENDIX B

ADDED PAY/INCLUDED DUTY

Boys Basketball Coach	0.30000	9,620	Y
Director of Bands	0.18000	5,775	Y
Lead Band Director Freshman Division	0.13010	4,175	Y
Assistant Band Director	0.09000	2,890	Y
Head Band Director Competitive Marching Band	0.15000	4,810	Y
Assistant Band Director Competitive Marching Band	0.07500	2,405	Y
Director of Orchestras	0.12000	3,850	Y
Lead Orchestra Director Freshman Division	0.10000	3,210	Y
Assistant Orchestra Director	0.06000	1,925	Y
Director of Choirs	0.12000	3,850	Y
Lead Choir Director Freshman Division	0.10000	3,210	Y
Assistant Choir Director	0.06000	1,925	Y
Annual Sponsor	0.10000	3,210	Y
Magazine Sponsor	0.10000	3,210	Y
Media Specialist	0.04700	1,510	Y
MIDDLE SCHOOL ASSIGNMENTS:			
Activities Director	0.17000	5,455	Y
Media Specialist	0.03000	965	Y
Middle School Band	0.10000	3,210	Y
Assistant Middle School Band	0.05000	1,605	Y
Middle School Orchestra	0.10000	3,210	Y
Assistant Middle School Orchestra	0.05000	1,605	Y
Middle School Choir	0.10000	3,210	Y
Assistant Middle School Choir	0.05000	1,605	Y
ELEMENTARY ASSIGNMENTS			
Elementary Music	0.01000	325	Y

** Contest Advancement – This provision is applicable for all extra-curricular and and co-curricular programs with officially sanctioned contests. When a program advances beyond sectionals (or the first round equivalent), “coaches” are eligible for this stipend paid by claim, signed by the Building Principal, for each additional level of competition (e.g. regional, semi-state, state, etc.).

574-262-5510
Number of work days: 184

APPENDIX C
ELKHART COMMUNITY SCHOOLS
Certified Hiring Schedule
2020 - 2021 School Year

2720 California Road
Elkhart, Indiana 46514

This schedule is used by the Employer solely for the purpose of determining the starting salary for candidates for employment by Elkhart Community Schools. Placement on the hiring schedule by the Human Resources Department is governed by Article 6 §§ C, D & E. Increases in compensation after initial placement shall be solely governed by the Compensation Plan set forth in Article 6 § F, and this hiring schedule shall have no effect on a teacher's further advancement.

Base: 33315

Bachelor's Schedule										INC 300										Masters Schedule										INC 400			
Years	Index	BS-0	BS-0 /TRF	BS+6	BS-6 /TRF	BS+12	BS+12 /TRF	BS+18	BS+18 /TRF	BS+24	BS+24 /TRF	BS+30	BS+30 /TRF	Index	MS-0/ BS+42	MS-0/BS +42/TRF	MS+6	MS+6 /TRF	MS+12	MS+12 /TRF													
0	1.13	37650	38780	37950	39089	38250	39398	38550	39707	38850	40016	39150	40325	1.20	39980	41179	40380	41591	40780	42003													
1	1.14	37980	39119	38280	39428	38580	39737	38880	40046	39180	40355	39480	40664	1.22	40645	41864	41045	42276	41445	42688													
2	1.16	38650	39810	38950	40119	39250	40428	39550	40737	39850	41046	40150	41355	1.24	41315	42554	41715	42966	42115	43378													
3	1.18	39315	40494	39615	40803	39915	41112	40215	41421	40515	41730	40815	42039	1.26	41980	43239	42380	43651	42780	44063													
4	1.19	39645	40834	39945	41143	40245	41452	40545	41761	40845	42070	41145	42379	1.27	42315	43584	42715	43996	43115	44408													
5	1.21	40315	41524	40615	41833	40915	42142	41215	42451	41515	42760	41815	43069	1.32	43980	45299	44380	45711	44780	46123													
6	1.23	40980	42209	41280	42518	41580	42827	41880	43136	42180	43445	42480	43754	1.37	45645	47014	46045	47426	46445	47838													
7	1.25	41645	42894	41945	43203	42245	43512	42545	43821	42845	44130	43145	44439	1.42	47310	48729	47710	49141	48110	49553													
8	1.27	42315	43584	42615	43893	42915	44202	43215	44511	43515	44820	43815	45129	1.47	48975	50444	49375	50856	49775	51268													
9	1.29	42980	44269	43280	44578	43580	44887	43880	45196	44180	45505	44480	45814	1.52	50640	52159	51040	52571	51440	52983													
10	1.31	43645	44954	43945	45263	44245	45572	44545	45881	44845	46190	45145	46499	1.57	52305	53874	52705	54286	53105	54698													
11	1.33	44310	45639	44610	45948	44910	46257	45210	46566	45510	46875	45810	47184	1.63	54305	55934	54705	56346	55105	56758													
12	1.35	44980	46329	45280	46638	45580	46947	45880	47256	46180	47565	46480	47874	1.68	55970	57649	56370	58061	56770	58473													
13	1.37	45645	47014	45945	47323	46245	47632	46545	47941	46845	48250	47145	48559	1.74	57970	59709	58370	60121	58770	60533													
14	1.41	46975	48384	47275	48693	47575	49002	47875	49311	48175	49620	48475	49929	1.80	59970	61769	60370	62181	60770	62593													
15	1.50	49975	51474	50275	51783	50575	52092	50875	52401	51175	52710	51475	53019	1.89	62970	64859	63370	65271	63770	65683													
16	1.52	50640	52159	50940	52468	51240	52777	51540	53086	51840	53395	52140	53704	1.91	63635	65544	64035	65956	64435	66368													
17	1.55	51640	53189	51940	53498	52240	53807	52540	54116	52840	54425	53140	54734	1.94	64635	66574	65035	66986	65435	67398													
18	1.58	52640	54219	52940	54528	53240	54837	53540	55146	53840	55455	54140	55764	2.01	66965	68974	67365	69386	67765	69798													

NOTE: Beginning January 1, 1994, the Board will contribute 3% of the teacher's salary, including Added Pay, to the Teachers Retirement Fund

APPENDIX C
ELKHART COMMUNITY SCHOOLS
Certified Hiring Schedule
2020 - 2021 School Year

This schedule is used by the Employer solely for the purpose of determining the starting salary for candidates for employment by Elkhart Community Schools. Placement on the hiring schedule by the Human Resources Department is governed by Article 6 §§ C, D & E. Increases in compensation after initial placement shall be solely governed by the Compensation Plan set forth in Article 6 § F, and this hiring schedule shall have no effect on a teacher's further advancement.

Base: 33315

Masters Schedule (Continued)																			
Years	Index	MS+18	MS+18 /TRF	MS+24	MS+24 /TRF	MS+30	MS+30 /TRF	MS+36	MS+36 /TRF	MS+42	MS+42 /TRF	MS+48	MS+48 /TRF	MS+54	MS+54 /TRF	MS+60	MS+60 /TRF	MS+66	MS+66 /TRF
0	1.20	41180	42415	41580	42827	41980	43239	42380	43651	42780	44063	43180	44475	43580	44887	43980	45299	44380	45711
1	1.22	41845	43100	42245	43512	42645	43924	43045	44336	43445	44748	43845	45160	44245	45572	44645	45984	45045	46396
2	1.24	42515	43790	42915	44202	43315	44614	43715	45026	44115	45438	44515	45850	44915	46262	45315	46674	45715	47086
3	1.26	43180	44475	43580	44887	43980	45299	44380	45711	44780	46123	45180	46535	45580	46947	45980	47359	46380	47771
4	1.27	43515	44820	43915	45232	44315	45644	44715	46056	45115	46468	45515	46880	45915	47292	46315	47704	46715	48116
5	1.32	45180	46535	45580	46947	45980	47359	46380	47771	46780	48183	47180	48595	47580	49007	47980	49419	48380	49831
6	1.37	46845	48250	47245	48662	47645	49074	48045	49486	48445	49898	48845	50310	49245	50722	49645	51134	50045	51546
7	1.42	48510	49965	48910	50377	49310	50789	49710	51201	50110	51613	50510	52025	50910	52437	51310	52849	51710	53261
8	1.47	50175	51680	50575	52092	50975	52504	51375	52916	51775	53328	52175	53740	52575	54152	52975	54564	53375	54976
9	1.52	51840	53395	52240	53807	52640	54219	53040	54631	53440	55043	53840	55455	54240	55867	54640	56279	55040	56691
10	1.57	53505	55110	53905	55522	54305	55934	54705	56346	55105	56758	55505	57170	55905	57582	56305	57994	56705	58406
11	1.63	55505	57170	55905	57582	56305	57994	56705	58406	57105	58818	57505	59230	57905	59642	58305	60054	58705	60466
12	1.68	57170	58885	57570	59297	57970	59709	58370	60121	58770	60533	59170	60945	59570	61357	59970	61769	60370	62181
13	1.74	59170	60945	59570	61357	59970	61769	60370	62181	60770	62593	61170	63005	61570	63417	61970	63829	62370	64241
14	1.80	61170	63005	61570	63417	61970	63829	62370	64241	62770	64653	63170	65065	63570	65477	63970	65889	64370	66301
15	1.89	64170	66095	64570	66507	64970	66919	65370	67331	65770	67743	66170	68155	66570	68567	66970	68979	67370	69391
16	1.91	64835	66780	65235	67192	65635	67604	66035	68016	66435	68428	66835	68840	67235	69252	67635	69664	68035	70076
17	1.94	65835	67810	66235	68222	66635	68634	67035	69046	67435	69458	67835	69870	68235	70282	68635	70694	69035	71106
18	2.01	68165	70210	68565	70622	68965	71034	69365	71446	69765	71858	70165	72270	70565	72682	70965	73094	71365	73506

APPENDIX D
GRIEVANCE REPORT FORM

STEP 1 (INFORMAL LEVEL)

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

STATEMENT OF GRIEVANCE

A.

Teacher(s) involved. _____

B.

Date grievance occurred. _____

C.

Specific facts giving rise to grievance. _____

D.

Article and Section of Agreement or Board Policy violated.

E.

Specific relief requested. _____

F.

Date informal meeting held. _____

G.

Decision by principal and date grievant was informed of decision. _____

Principal's Signature

Grievant(s) signature.

Distribution of copies:
Superintendent
Grievant(s)

Principal or authorized administrator
Grievance Chairperson

APPENDIX D
GRIEVANCE REPORT FORM (Page 2)

STEP 2 (FORMAL LEVEL)

H. Date grievance formally submitted to principal or authorized administrator.

I. Disposition by principal or authorized administrator and date given to grievant(s)._____

Date_____

*J. Resolution accepted._____

STEP 3 (SUBMISSION TO SUPERINTENDENT OR DESIGNEE)

K. Date Step 3 grievance filed with superintendent. _____

L. Signature of grievant(s). _____

M. Date received by superintendent or authorized representative. _____

N. Disposition by superintendent or authorized representative. _____

*O. Date superintendent's response distributed. _____

P. Date received by grievant. _____

STEP 4

*Q. Position of Association by _____

Resolution accepted _____

Proceed to board hearing _____

**Note: Distribution of copies is to be made after Item K by the grievant, after Q by the Association and after Items O and T/U by the Administration.*

Distribution of copies:

Superintendent
Grievant(s)

Principal or authorized administrator
Grievance Chairperson

APPENDIX E

RETIREMENT BENEFITS – *(This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)*

2001 – 2006 401(a) Plan, Severance, Retirement, Death, and Disability Benefits

- A. Effective the 2001-2002 school year, Elkhart Community Schools will begin providing employer contributions into a 401(a) Plan for each teacher. One-half percent (0.5%) of each teacher's monthly base salary for 2002-2003 will be contributed monthly beginning in September of 2002 and ending June 30, 2006. Participants in the 401(a) Plan must have completed ten (10) years of continuous employment with Elkhart Community Schools in order to be vested in the 401(a) Plan.

The vendor for said 401(a) Plan shall be selected by mutual agreement of the Board and ETA.

B. 401(a) Severance, Retirement, and VEBA Plan

1. Severance:

The Employer shall establish a qualified 401(a) Severance Plan for each teacher employed under a teacher's contract with the Elkhart Community Schools on January 1, 2006, or on a Board approved Leave of Absence on that date. The total sum of the amount calculated by Educational Services Corporation as the present value of severance benefits calculated under the terms of the Master Contract in effect on January 1, 2006, shall be contributed to each teacher's individual Severance Plan on or before October 1, 2006. A teacher must have served in the Elkhart Community Schools for ten (10) years and reached the age of fifty (50) or fifteen (15) years in the Elkhart Community Schools and reached the age of forty-five (45) to be vested in the 401(a) Severance Plan. The teacher's age is determined as of December 31st in the calendar year the teacher's final contract expires.

The vendor for said 401(a) Severance Plan shall be selected by mutual agreement of the ETA and the Board.

The terms and conditions for administration of the 401(a) Severance Plan shall be as follows:

- a. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for this 401(a) Severance Plan.
- b. Until such time, the teacher has properly severed employment by having given a proper written notice and actually severing employment, the teacher shall have no access to the assets held in his or her separate 401(a) Severance Plan account.
- c. Proper notification shall be construed as written notification of such teacher's resignation for the forthcoming year received by the Superintendent prior to August 1 or the signing of the last individual teacher's contract, whichever comes later. In the event the teacher does not give notice as required and resigns due to ill health, accident, or when mutually agreeable, the required notice shall be waived by the employer.
- d. If a teacher dies or severs employment before satisfaction of the vesting requirements set forth in this agreement, the terminated teacher's 401(a) Severance Plan account shall be forfeited. The ETA president shall receive a list of those teachers whose accounts have been terminated pursuant to this appendix, which shall list the teacher's name and the total

APPENDIX E

RETIREMENT BENEFITS – *(This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)*

value of the terminated accounts. The ETA president will receive this list at the end of the plan year. The forfeited amounts shall be reallocated at the end of each plan year only among the remaining separate 401(a) Severance Plan accounts in a manner similar to that used in initially determining the present value calculations and deposited in teacher accounts by June 1. Therefore, the 401(a) Severance Plan accounts of the following teachers will not share in the reallocation of a forfeiture of a 401(a) Severance Plan account.

- (1) Teachers who forfeited their 401(a) Severance Plan accounts in the same year
- (2) Teachers who previously forfeited their 401(a) Severance Plan accounts
- (3) Teachers who have attained the age of 59 and terminate employment in or before the year of reallocated forfeiture

The 401(a) Severance Plan accounts of teachers who have attained the age of 59, but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

- e. Amounts forfeited upon termination of employment because of failure to meet applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently re-hired or re-employed by the employer. Said teacher shall be treated as a “new-employee” and only be entitled to the benefit for teachers hired subsequent to July 1, 2006. However, if the Board approves a leave of absence for a teacher, such period of leave shall not result in forfeiture, provided the teacher promptly returns to employment upon expiration of the period of leave.
- f. Following severance and the satisfaction of the requirements set forth in this Appendix, the severed teacher may elect to commence distributions from his 401(a) Severance Plan account. If a teacher dies after having satisfied the vesting requirements of this Appendix, the deceased teacher’s 401(a) Severance Plan account shall be distributed to the decedent’s designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) Severance Plan account.
- g. All costs incurred in the administration of the 401(a) Severance Plan and investment fees shall be paid from the 401(a) Severance Plan assets.
- h. Future Adjustments – The parties agree this Appendix, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current teacher, future teacher, prospective teacher or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood the Board and Association may in the future bargain modifications of any kind to this provision, provided however, the future revision of this Appendix shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Appendix.

APPENDIX E

RETIREMENT BENEFITS – *(This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)*

2. Retirement:

The Employer shall establish a qualified 401(a) Retirement Plan for each teacher employed under a teacher's contract with the Elkhart Community Schools on January 1, 2006, or on a Board approved Leave of Absence. A teacher must have served in the Elkhart Community Schools fifteen (15) years in the Elkhart Community Schools, reached the age of fifty-five (55), and retire from employment with Elkhart Community Schools to be vested in the 401(a) Retirement Plan. The teacher's age is determined as of December 31st in the calendar year the teacher's final contract expires.

The vendor for said 401(a) Retirement Plan shall be selected by mutual agreement of the ETA and the Board.

The 401(a) Retirement Plan's terms and conditions for administration of the 401(a) Retirement Plan shall be as follows:

- a. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for this 401(a) Retirement Plan.
- b. Until such time the teacher has properly retired from employment with Elkhart Community Schools by having given a written notice accepted by the employer, and actually retiring from employment, the teacher shall have no access to the assets held in his or her separate 401(a) Retirement Plan account.
- c. Proper notification shall be construed as written notification of such teacher's retirement for the forthcoming year received by the Superintendent prior to August 1 or the signing of the last individual teacher's contract, whichever comes later. In the event the teacher does not give notice as required and retires due to ill health, accident, or when mutually agreeable, the required notice shall be waived by the employer.
- d. If a teacher dies or severs employment before satisfaction of the requirements set forth in this agreement, the terminated teacher's 401(a) Retirement Plan account shall be forfeited. The ETA president shall receive a list of those teachers whose accounts have been terminated pursuant to this article, which shall list the teacher's name and the total value of the terminated accounts. The ETA president will receive this list at the end of the plan year. The forfeited amounts shall be reallocated at the end of each plan year only among the remaining separate 401(a) Retirement Plan accounts in a manner similar to that used in initially determining the present value calculations and deposited in teacher accounts by June 1. Therefore, the 401(a) Retirement Plan accounts of the following teachers will not share in the reallocation of a forfeiture of a 401(a) Retirement Plan account.
 - (1) Teachers who forfeited their 401(a) Retirement Plan accounts in the same year
 - (2) Teachers who previously forfeited their 401(a) Retirement Plan accounts

APPENDIX E

RETIREMENT BENEFITS – *(This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)*

- (3) Teachers who have attained the age of 59 and terminate employment in or before the year of reallocated forfeiture

The 401(a) Retirement Plan accounts of teachers who have attained the age of 59, but have not retired from employment with Elkhart Community Schools may share in the reallocated forfeiture, but on a reduced actuarial basis.

Amounts forfeited upon termination of employment because of failure to meet applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently re-hired or re-employed by the employer. Said teacher shall be treated as a “new-employee” and only be entitled to the benefit for teachers hired subsequent to July 1, 2006. However, if the Board approves a leave of absence for a teacher, such period of leave shall not result in forfeiture, provided the teacher promptly returns to employment upon expiration of the period of leave.

- e. Following retirement and the satisfaction of the requirements set forth in this Appendix, a retired teacher may elect to commence distributions from his 401(a) Retirement Plan account. If a teacher dies after having satisfied the requirements of this Appendix, the deceased teacher’s 401(a) Retirement Plan account shall be distributed to the decedent’s designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) Retirement Plan account.
- f. All costs incurred in the administration of the 401(a) Retirement Plan and investment fees shall be paid from the 401(a) Retirement Plan assets.
- g. Future Adjustments – The parties agree this Appendix, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current teacher, future teacher, prospective teacher or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Appendix shall not affect the retirement benefits of teachers already receiving benefits pursuant to this section.

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