

AGREEMENT

*BY AND BETWEEN THE
BROWNSBURG COMMUNITY
SCHOOL CORPORATION
AND THE
BROWNSBURG CLASSROOM
TEACHERS ASSOCIATION*



2021-22 AND 2022-23

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RECOGNITION

In accordance with the Acts of 1973 Public Law No. 217, the Brownsburg Community School Corporation hereby recognizes the Brownsburg Classroom Teachers Association as the Exclusive Representative of certified teaching employees as defined in Public Law No. 217. All employees as defined in Public Law 217 in the Brownsburg Community School Corporation are members of the bargaining unit except for:

- Superintendent
- Assistant Superintendent
- Chief Operations Officer
- Chief Financial Officer
- Directors (Special Education, Human Resources, Harris Academy, BECC, ALPHA)
- Assistant Directors (Special Education)
- Coordinators (Curriculum and Special Programs, Data and Assessment, Communications)
- Principals
- Assistant Principals
- Athletic Directors (Corporation, Assistant Corporation, High School)
- Secondary Department Heads (language arts, math, science, social studies, special education, world language)

DEFINITION

The term “teacher,” when used in this contract, shall refer to all certificated personnel employed by the Board in the bargaining unit as defined in the “Recognition” section of this contract.

ARTICLE I: Teaching Days

Teacher contract days shall number one hundred eighty-five (185) days, one hundred eighty (180) while students are in attendance. There will be two (2) evening parent conferences each year. One day of the 185 contract days shall be a non-work day to compensate teachers for the two parent conference evenings. The number of days was not bargained and is only included for informational purposes.

ARTICLE II: Sick/Family Illness Leave

- A. Each teacher under contract shall be entitled to be absent from work due to illness, injury, or quarantine or family illness for a total of twelve (12) attendance days the first year of employment by the Board and nine (9) attendance days in each succeeding year without loss of compensation. If the teacher has accumulated sick leave days in the prior school corporation of employment the Board will transfer three (3) days per year starting with the second year of employment and continue doing so until all days have been transferred.
- B. If during any one (1) school year the teacher was absent for such illness, injury, or quarantine or family illness less than the stated number of days, the remaining days shall be accumulative to a total of one hundred eighty-five (185) days. Accumulated sick leave may be used for the personal illness of the teacher and family as defined as husband, wife, son, daughter, step-child, employee’s former legal guardian, mother, father, father-in-law, mother-in-law, step-parents, ward, or any person residing in the household for whom the employee is responsible.
- C. For those teachers who have accumulated sick leave at the end of each school year in excess of one hundred eighty-five (185) days, they will be reimbursed seventy-five dollars (\$75.00) for each day in excess of the one hundred eighty-five (185), with the maximum number of accumulated sick leave days to be reimbursed for any school year equal to twelve (12) days (or thirteen (13) for a teacher who teaches summer school during the particular school year), and an additional three (3) days if the teacher has leave days to transfer from a previous school corporation.
- D. Teachers on summer employment shall be eligible to use accumulated sick leave during the summer school schedule. A teaching day in summer school shall be equal to a regular school year teaching day. One additional sick leave day will be granted to teachers who teach summer school. If unused, that day will be transferred to

the teacher's accumulative total.

E. Any teacher who has been certified by a physician to be unable to perform his/her duties for medical reasons for a period of time extending beyond the teacher's accumulated sick leave days shall have a teaching position held for a period of time not to exceed one (1) full school year beyond the school year in which the disability was granted. During the disability a teacher may continue his/her wage-related benefits by paying the monthly premium to the school corporation's Human Resources office.

F. Catastrophic Illness and Injury Bank

A Catastrophic Illness and Injury Bank (CIIB) exists for all teachers who voluntarily contribute one (1) or more of their annual or accumulated sick leave days to such a bank.

The voluntary CIIB permits a teacher who is absent from assigned duties due to a catastrophic personal illness or debilitating injury and who has utilized all sick leave, personal leave, and all other paid leave benefits of whatever nature to petition for leave days from the CIIB under the following conditions:

- 1) In order to participate in the CIIB, a teacher must make his/her contribution within the first thirty (30) days of the school year or the first thirty (30) days after the ratification of the contract or the first thirty (30) days of employment.
- 2) Only those teachers who voluntarily contribute to the bank at least once as a teacher in BCSC may seek to derive benefits. Unused CIIB days in the bank will be carried forward into the next school year.
- 3) The CIIB will be administered by the Superintendent or the Superintendent's designee. A committee of three (3) teachers appointed by the Association will advise the administrator of the CIIB on the requests of those seeking its benefits. The Superintendent's decision about the application of use of the bank may be appealed to the Board of School Trustees within fifteen (15) days of receiving the written decision. The granting or denial of days from the CIIB is specifically excluded from the grievance procedure.
- 4) Should the CIIB committee determine that sufficient days exist, no contributions will be solicited from current CIIB members. New teachers and teachers not already members of the CIIB shall have thirty (30) days to make their initial contributions. If the reserve of benefit days of the CIIB becomes depleted in the course of a school year, additional contributions may be requested from all donors. If a teacher fails to make an additional contribution when requested his/her membership and access to the CIIB shall be terminated. If the teacher is currently accessing the CIIB at the time an additional contribution is requested or has no paid sick leave days to contribute, he/she shall contribute an additional day at the beginning of the next school year. This contribution shall be made even if the teacher determines that he/she no longer wishes to participate in the CIIB and shall be in addition to any other voluntary contribution.
- 5) CIIB days may be accessed only after all of the teacher's own sick leave, personal leave, and all other paid leave benefits of whatever nature have been exhausted.
- 6) Benefits from the CIIB can only be used for the teacher's own catastrophic personal illness or debilitating injury which extends beyond forty (40) consecutive work days.
- 7) After absence of forty (40) or more consecutive, uncompensated work days for the same catastrophic personal illness or debilitating injury, the teacher may apply for a maximum of thirty (30) days from the CIIB. These days may be retroactive if the teacher's own leave days are exhausted. These requirements may be waived by the Superintendent. (See #3.)
- 8) The CIIB will be confined to the school year and will not be available to summer school teachers or those with extended contracts in the period before or beyond the one hundred eighty-five (185) day school year.
- 9) Benefit days may be granted for the period of disability when monies are being received from worker's compensation or short-term disability (STD). However, the total amount received shall not exceed the teacher's regular salary. Applicants may also be required to report income from other sources that are received because of the individual's catastrophic personal illness or debilitating injury. Adjustments in benefits may be made in order that the total amount received does not exceed the teacher's regular salary.
- 10) All requests to the CIIB must be accompanied by a physician's signed statement confirming the catastrophic personal illness or debilitating injury.

- 11) In case of incapacitation, required paperwork for the CIIB may be submitted by the agent of or a member of the teacher's immediate family.
- 12) No more than thirty (30) CIIB days will be granted in response to one application. Teachers may access the CIIB only one time during any one school year. Once a teacher becomes eligible for long term disability (LTD), CIIB benefits end.

ARTICLE III: Personal Business Leave

- A. Three (3) days per year will be allowed for each teacher under contract during each school year of such employment for conducting of personal business and/or civic affairs. The coordinator for substitute teachers shall be notified prior to the absence. Personal leave will be granted on a half- or full-day basis.
- B. The purpose of personal business leave is for personal or civic affairs that cannot be reasonably scheduled outside the regular school day. The Brownsburg Classroom Teachers Association and the Board of School Trustees believe that personal business leave days are not intended to be used to extend a vacation.
- C. Annually, unused days of personal business leave of teachers under regular contract described in Article III section A shall be converted and added to accumulated sick/family illness leave until the maximum days are accumulated. Sick/family illness leave may be converted to personal business leave for extenuating circumstances with administrative approval.
- D. Any teacher on a summer teaching contract may use one (1) unused personal business leave day from the previous regular school year during his/her summer employment. This personal business leave day is to be taken in one (1) school day only rather than in two half days.

ARTICLE IV: Maternity Leave

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires provided she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the following:

- A. Any teacher who is pregnant is entitled to a leave of absence 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 of Schools at least thirty (30) days before the date on which she desires to start her leave. The teacher 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.
- B. Sick/family illness leave taken in conjunction with the maternity leave may only be charged during the regular school term and only for days the teacher is medically restricted from work.

Rights existing at the time leave commences which arise from a teacher's:

- 1) teacher status;
- 2) accumulation of successive years of service;
- 3) service performed under a teacher's contract pursuant to I.C. 20-28-6-7, I.C. 20-28-6-7.5, I.C. 20-28-6-8; or
- 4) status of rights negotiated under I.C. 20-29-6 shall remain intact.

Any teacher that does not work 120 contract days during the school year of a maternity or medical leave, shall not be eligible for an evaluation rating and/or any merit compensation per Article XVII. If a maternity or medical leave occurs over two (2) different school years, the teacher shall be eligible for an evaluation rating and any merit compensation in either or both years as long as 120 days are worked in each year. Paid leave days, such as sick/family illness, CIIB, or personal will count as work days for this purpose.

The teacher and the school corporation shall execute a regular teacher's contract for each school year in which any part of the teacher's leave is granted.

Teachers on maternity leave may continue receiving wage-related benefits by paying the monthly premium to the school corporation Human Resources office.

During the leave extending into part of a school year, a teacher shall accumulate sick/family leave in accordance with the negotiated agreement in the proportion to which the number of days the teacher is paid during such year for work or leave bears to the total number of days for which teachers are paid in the school corporation.

All or part of a leave granted for pregnancy may be charged, at the teacher's discretion, to the teacher's available sick/family illness days. However, the teacher is not entitled to take accumulated sick/family illness leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay.

ARTICLE V: Association Leave

A total of nine (9) association days, no more than three (3) days to be used per person, will be granted per school year for the president of BCTA or designee for lobbying the General Assembly for educational concerns, political campaign volunteering, BCTA business, or ISTA sponsored professional development activities. If a person needs more than the three (3) days, he/she may appeal to the Superintendent for a waiver of the limit. Leave forms must be filled out as usual for association leave. No expenses will be paid by the corporation other than salary and benefits

ARTICLE VI: Bereavement Leave

- A. Each regularly employed teacher under contract shall be entitled to paid leave because of a death in his/her immediate family for a period of not more than seven (7) days. This leave will begin within fourteen (14) days of the date of death. Immediate family shall be defined as husband, wife, son, daughter, step-child, legal guardian, mother, father, father-in-law, mother-in-law, brother, sister, grandchild, son-in-law, daughter-in-law, step-parents, step-sister, step-brother, or any person residing in the household for whom the employee is responsible. Additional unpaid leave for the death of an immediate family member may be granted at the discretion of the Superintendent.
- B. During the teaching schedule, two (2) days of paid leave shall be granted for death leave for grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, of teacher or spouse, or any other relative of the employee for whom the employee is directly responsible. If travel farther than 75 miles is required for attendance at the funeral, teachers may receive three (3) rather than two (2) days of leave. The 75-mile radius shall be computed from the teacher's home. This leave must occur within fourteen (14) days of the date of death.
- C. The fourteen-day time limit may be waived by the Superintendent.
- D. In the event a legal holiday falls during the leave period, that day shall not count as one of the leave days. Should a make-up day fall on a legal holiday, it shall count as one of the leave days.

ARTICLE VII: Adoptive Leave

Upon the adoption of a child, the adoptive parent may use up to thirty (30) days of sick/family illness or personal leave, if available, as paid leave time. This leave may be taken beginning with the day the child is received. Unpaid leave may be taken for one year from the receipt of the child. As indicated in Article IV, a teacher must be working or on paid leave for 120 days in order to be eligible to receive an evaluation rating and any merit compensation, if any, as outlined in Article XVII.

During the leave the teacher may continue receiving wage-related benefits by paying the monthly premium to the school corporation Human Resources office.

ARTICLE VIII: Military Leave

Unpaid military leave will be granted to any teacher who is inducted or enlists in a branch of the armed forces. As indicated in Article IV, a teacher must be working or on paid leave for 120 days in order to be eligible to receive an evaluation rating and any merit compensation, if any, as outlined in Article XVII.

ARTICLE IX: Jury Duty Leave

A teacher called for jury duty shall, during the required period of absence from assigned duty by the school employer, be paid full regular salary less the total amount of per diem allowed earned by such teacher for jury duty. Verified expenses for mileage and parking will be deducted from court payment.

ARTICLE X: Family Care Leave

An unpaid leave of absence of up to one year may be granted for the purpose of caring for a sick member of the employee's immediate family when an employee is ineligible for leave under the Family & Medical Leave Act (FMLA). As indicated in Article IV, a teacher must be working or on paid leave for 120 days in order to be eligible to receive an evaluation rating and any merit compensation, if any, as outlined in Article XVII.

ARTICLE XI: Parent Leave

Upon the birth of a baby, a parent may use up to twelve sick/family illness and personal leave days, if available, as paid leave time. This leave may be taken beginning with the day the baby is born. Unpaid leave may be taken for up to one year from the birth of the baby.

ARTICLE XII: Public Office Leave

A leave without pay shall be granted to a teacher to serve in public office. Such leaves will be granted annually to an employee for the length of the term of office and may be taken intermittently. As indicated in Article IV, a teacher must be working or on paid leave for 120 days in order to be eligible to receive an evaluation rating and any merit compensation, if any, as outlined in Article XVII.

ARTICLE XIII: Retirement Pay

A. Retirement Savings Plan, 403(b)

A voluntary 403(b) matching annuity plan will be provided for actively employed teachers. If a teacher chooses to participate, the amount to be contributed by the employee and matched by the Board shall be 3% of the employee's base pay. The employee contribution and matching contributions are made on a bi-weekly basis. The employee may contribute his/her 3% to any School Corporation approved annuity vendor. The employer will pay its 3% to the contracted vendor, AIG. This vendor may be changed by mutual agreement of the Board and the Association. Those contributing before July 1, 2019 shall be 100% vested in the employer's 3% contribution immediately. Employees beginning contributions on or after July 1, 2019 shall be 100% vested in the employer's 3% contribution after 5 years from the employee's hire date. The remaining terms of this 403(b) matching annuity plan shall be included in a plan document developed by the Board in accordance with applicable law.

B. Retirement Notification

A teacher eligible for retirement through INPRS and BCSC, who submits an irrevocable letter of retirement by April 1 of the year they wish to retire and has used less than 9.5 days of sick/family illness or personal business leave in the last year of employment will receive a \$2,500 stipend as a part of their last payment from the school corporation. These guidelines may be waived at the discretion of the Superintendent.

ARTICLE XIV: Wage-Related Benefits

A. Health Insurance

The employer shall provide for those contracted teachers and eligible dependents who elect to participate, a health insurance plan for a twelve (12) month period beginning with the first (1st) day of eligibility. The employee shall have the choice of plans mutually agreed to by the Association and the employer. The Board shall pay \$490 of a single plan's monthly premium through plan year 2021 and \$600 of a single plan's monthly premium through plan year 2022. The Board shall pay \$1185 of a family plan's monthly premium through plan year 2021 and \$1490 of a family plan's monthly premium through plan year 2022. When a married couple is employed by the school corporation, the Board shall pay \$1195 of a family plan's monthly premium through plan year 2021 and \$1500 of a family plan's monthly premium through plan year 2022. If the Board's contribution is greater than the premium cost, the Board will pay

the entire premium less one dollar per year paid by the teacher.

B. Section 125 Benefit Plan

A Section 125 Benefit Plan will be offered to all employees as specified under the terms of the Section 125 contract. Employees may reduce salary annually at the start of each plan year by up to fifty percent (50%) of salary for the selection of benefits, under section 125 of the Internal Revenue Code, which are non-taxable benefits of health insurance, long term and short-term disability, life insurance, non-reimbursed medical costs, and dependent care. Administrative costs of the plan shall be paid by the Board. Individual monthly administrative costs for each employee's plan shall be paid by the employee.

C. Term Life Insurance

The employer shall provide for those teachers who elect to participate and are under contract a term life insurance plan for a twelve (12) month period beginning on the first (1st) day of eligibility on the following basis:

- 1) Coverage shall be a \$50,000 term life policy with accidental death and dismemberment per enrollee.
- 2) The Board shall pay up to \$25.00 per month per enrollee for the cost of the term life insurance premium.
- 3) The teacher shall pay the additional amount over the \$25.00 per month of his/her premium amount. This shall be deducted from his/her salary and paid to the insurance carrier.
- 4) If the Board's contribution is greater than the premium cost, the Board will pay the entire premium less one dollar per year paid by the teacher.
- 5) Teachers retiring before age 65 may convert the term life policy to a personal term life policy by paying the monthly premium in full to the Human Resources office by the 18th of each month. This coverage may continue until the teacher reaches age 65 at the same rate per thousand as is paid by the corporation for teachers who are still actively employed. The AD&D coverage does not continue.

D. Dependent Life Insurance

The employer shall provide for those teachers who elect to participate and are under contract a dependent term life plan beginning the first day of eligibility on the following basis:

- 1) Coverage shall be for the spouse and child(ren) or any other dependent, ward or person for whom the employee is the legal guardian until the child, children, ward, reaches ages 19 (23 if unmarried and a full-time student).
- 2) Coverage amounts shall be spouse \$5,000; dependent age birth to 14 days \$1,500; dependent age 14 days to the month he/she becomes 19 years old (23 years if unmarried and a full-time student) \$3,000.
- 3) The Board shall pay up to \$1.50 per month for the cost of this term life insurance for dependents.
- 4) The teacher shall pay the additional amount over the \$1.50 per month of his/her premium amount. This shall be deducted from his/her salary and paid to the insurance carrier.
- 5) If the Board's contribution is greater than the premium cost, the Board will pay the entire premium less one dollar per year paid by the teacher.

E. Income Protection Insurance

The employer shall provide, for each teacher who chooses to participate and is under contract, an income protection plan for a twelve-month period beginning with the first day of eligibility on the following basis:

- 1) A minimum of 66 2/3% of salary to age 65 for the first five full, continuous years of disability.
- 2) The plan shall carry a consumer price index with yearly escalator clause for those on disability.
- 3) A waiver of premium upon disability.
- 4) The Board shall pay up to \$35.00 per month toward the teacher's premium cost for the income protection plan.
- 5) Each teacher shall pay the additional amount over \$35.00 per month of his/her premium cost. This shall be deducted from his/her salary and paid to the insurance carrier.
- 6) If the Board's contribution is greater than the premium cost, the Board will pay the entire premium less one dollar per year paid by the teacher.

F. Dental and Vision Insurance

The Board shall provide dental insurance and vision insurance at a rate of \$15.20 for a single dental plan's monthly premium, \$17.72 for a family dental plan's monthly premium, the entire premium less \$1 a year for a single vision insurance plan, and \$14.00 for a family vision plan's monthly premium. Any increase in the dental and vision premiums will be picked up by the board for the 2022 plan year.

G. General Terms of Insurance Program

- 1) A teacher who terminates his/her employment at the end of the school year or is terminated or RIFed at the end of the school year shall have all insurance coverage continued through the end of the month following the last pay of the contract. Board contributions towards benefits continue as normal through the end of the contract term for teachers terminating employment at the end of the school year. A teacher who terminates his/her employment during a school year or is terminated during a school year shall forfeit all rights to further insurance contributions from the date of termination.
- 2) Any teacher on contract who participates in an insurance program, and who goes on unpaid medically necessary leave to care for self or a family member, shall have his/her Board insurance benefit paid for the remainder of the contract term. Any teacher on contract who participates in an insurance program, and who goes on an unpaid leave shall have his/her Board insurance benefit paid for no more than 12 weeks (example, maternity leave). The month following the 12-week mark of the leave is the first month the teacher shall pay the full premium for insurance. Any teacher not on a 1.0 FTE contract (unless in a job share arrangement) will receive a proportionate amount of the Board contribution for the medical, dental and vision insurance plans.
- 3) Teachers retiring, covered on the health insurance plan, may continue coverage by paying the monthly premium in full to the Human Resources office by the 18th of each month. This coverage may continue until the teacher reaches age 65 or becomes Medicare eligible. Surviving spouses and dependents of a teacher covered on the health insurance may also continue coverage under these same guidelines until the spouse and/or dependents become eligible for other group health coverage or Medicare or the dependent no longer meets the Plan definition of eligible dependent.

ARTICLE XV: Grievance Procedure

This Grievance Procedure, hereinafter referred to as "Procedure," stipulates the conditions under Which and the procedure by which grievances alleged by certain school employees as defined in this Agreement shall be processed. If any such grievances should arise they shall be submitted to the following grievance procedure.

A. Definitions - As used in this Procedure

- 1) A "Grievance" is a claim by one (1) or more teachers of a violation, misapplication, or a misinterpretation of this contract, or the policies of the Board.
- 2) "Superintendent" shall be defined as the chief administrative officer of the school corporation or any person(s) designated by him to act in his behalf in dealing with Grievances under this Procedure.
- 3) "Grievant" shall be defined as the school employee or the Association making the claim.
- 4) "Days" shall be defined as school calendar days. During the summer recess, days shall be defined as work days.

B. Structure

- 1) Nothing contained herein shall be construed as limiting the right of any school employee having a complaint to proceed independently of this Procedure.
- 2) The teacher may be represented by any person(s) of his own choosing at all levels of the Procedure. The teacher will inform the appropriate administrator at least twenty-four (24) hours prior to the meeting, of the teacher's intent to be represented.
- 3) There shall be no additional evidence, material, allegation or remedy submitted by the employer or grievant or his/her representative during the grievance process once a formal grievance has been filed at Formal Level Three.

C. Procedure

The number of days indicated at each level should be considered as maximum. The time limits specified

may, however be extended by mutual agreement of the parties.

- 1) Informal Grievance - Whenever an employee believes there has been a violation, misapplication or misinterpretation of the Contract or policies of the Board he/she should present the complaint to his/her principal or immediate supervisor or his/her designee stating why he/she may have a grievance. Within five (5) days or less after the meeting the principal or immediate supervisor or his/her designee shall give his/her answer orally to the employee.
- 2) Formal Grievance
 - a. Level One:
 - (i) Within thirty (30) days of the time the grievant first knew or should have known of the act or condition upon which the grievance is based, including all claims for back pay, the grievant must present the formal grievance to his/her principal or immediate supervisor or his/her designee in writing, signed by the grievant on the appropriate grievance form. If the contractual rights of the Association are alleged to have been violated, the grievance will be filed by the President of the Association. The written grievance shall name the school employee(s) involved, shall state the facts giving rise to the grievance, shall identify by specific reference all articles or sections of this Agreement or Board policies alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said articles or sections, and shall indicate the specific relief requested.
 - (ii) Within five (5) days after receiving the written grievance, the principal or supervisor or his/her designee shall communicate his/her answer in writing to the grievant.
 - b. Level Two:
 - (i) In the event that the grievance is not resolved at Level One the grievant may appeal the decision to Level Two provided said appeal is filed with the Superintendent within five (5) days of receipt of the written answer at Level One. The appeal shall include a copy of all materials and evidence previously submitted and a copy at the same time shall be given to the principal or supervisor involved.
 - (ii) Within five (5) days from the receipt of the grievance the Superintendent shall hold a formal hearing(s) where all evidence from both parties is presented. The Superintendent has five (5) days after the date of the hearing to render his decision.
 - c. Level Three:
 - (i) In the event the grievance is not resolved at Level Two, the grievance may be submitted to the school employer within seven (7) days of the receipt of the Superintendent's written answer. Upon receipt of said appeal, the school employer shall hold a formal hearing within fifteen (15) days to hear both sides of the complaint. Within ten (10) days of the hearing the school employer shall give a ruling on the grievance.
 - (ii) If the grievant is not satisfied with the decision of the Board, he/she may appeal to a court of competent jurisdiction.

D. Miscellaneous

- 1) Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
- 2) All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
- 3) All necessary forms for grievance procedures set forth in this Procedure shall be provided by the Association. (Appendix A).

ARTICLE XVI: Severability Clause

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. However, the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted Article, Section, or Clause.

ARTICLE XVII: Compensation

- A. The salary range for returning 1.0 FTE teachers before any increases negotiated under this agreement is \$44,500-\$84,500.
- B. Definition of “advanced degree” is any teacher who
- earned a Master’s degree before being employed by BCSC;
 - was employed by BCSC and being paid for a Master’s degree or for an equivalent number of credit hours earned after their Bachelor’s degrees on June 30, 2013; or
 - was employed by BCSC on July 1, 2014 and earned a Master’s degree before September 2, 2014 that they had started before July 1, 2011.
- C. Definition of “district-credited years of experience” is
- Any year of experience earned for an employed BCSC teacher based on how “year of experience” was defined during the CBA in effect during that school year; and
 - Any years of experience credited to the teacher when the teacher was hired by Brownsburg Community School Corporation.
- D. The following amounts will be added to a teacher’s base salary to reach the :
- Any teacher who was rated as “Effective” or “Highly Effective” in 2020-2021 will receive a base salary increase of \$2000. A teacher who did not receive an evaluation rating in 2020-2021 will be ineligible for this salary increase.
 - Any teacher who worked or was on paid leave for a total of at least 120 contract days in 2020-2021 will receive an additional base salary increase of \$500.
 - A base salary increase will be given for academic needs as a teacher retention catch-up.
 - Teachers with at least 3 district-credited years of experience and no advanced degree whose base salary is \$46,250 or less prior to the above increases = \$250
 - Teachers with at least 3 district-credited years of experience and an advanced degree as defined above whose base salary is \$47,250 or less prior to the above increases = \$250
 - Teachers with at least 4 district-credited years of experience and no advanced degree whose base salary is \$46,850 or less prior to the above increases = \$650
 - Teachers with at least 4 district-credited years of experience and an advanced degree as defined above whose base salary is \$47,850 or less prior to the above increases = \$650
 - Teachers with at least 5 district-credited years of experience and no advanced degree whose base salary is \$49,100 or less prior to the above increases = \$900
 - Teachers with at least 5 district-credited years of experience and an advanced degree as defined above whose base salary is \$50,100 or less prior to the above increases = \$900
 - Teachers with at least 8 district-credited years of experience and no advanced degree whose base salary is \$49,300 or less prior to the above increases = \$1200
 - Teachers with at least 8 district-credited years of experience and an advanced degree as defined above whose base salary is \$50,550 or less prior to the above increases = \$950
 - Teachers with at least 9 district-credited years of experience and no advanced degree whose base salary is \$49,900 or less prior to the above increases = \$1600
 - Teachers with at least 9 district-credited years of experience and an advanced degree as defined above whose base salary is \$50,900 or less prior to the above increases = \$1600
 - Teachers with at least 10 district-credited years of experience and no advanced degree whose base salary is \$52,650 or less prior to the above increases = \$1850
 - Teachers with at least 10 district-credited years of experience and an advanced degree as defined above whose base salary is \$53,650 or less prior to the above increases = \$1850
 - Teachers with at least 12 district-credited years of experience and no advanced degree whose base salary is \$56,500 or less prior to the above increases = \$2000

- xiv. Teachers with at least 12 district-credited years of experience and an advanced degree as defined above whose base salary is \$58,000 or less prior to the above increases = \$2000
 - xv. Teachers with at least 15 district-credited years of experience and no advanced degree whose base salary is \$58,000 or less prior to the above increases = \$3500
 - xvi. Teachers with at least 15 district-credited years of experience and an advanced degree as defined above whose base salary is \$59,000 or less prior to the above increases = \$3500
 - xvii. Teachers with at least 16 district-credited years of experience and no advanced degree whose base salary is \$59,000 or less prior to the above increases = \$6500
 - xviii. Teachers with at least 16 district-credited years of experience and an advanced degree as defined above whose base salary is \$60,000 or less prior to the above increases = \$6500
 - xix. Teachers with at least 17 district-credited years of experience and no advanced degree whose base salary is \$61,000 or less prior to the above increases = \$9500
 - xx. Teachers with at least 17 district-credited years of experience and an advanced degree as defined above whose base salary is \$62,000 or less prior to the above increases = \$9500
 - xxi. Teachers with at least 18 district-credited years of experience and no advanced degree whose base salary is \$63,000 or less prior to the above increases = \$12,500
 - xxii. Teachers with at least 18 district-credited years of experience and an advanced degree as defined above whose base salary is \$64,000 or less prior to the above increases = \$12,500
 - xxiii. Teachers with at least 19 district-credited years of experience and no advanced degree whose base salary is \$65,000 or less prior to the above increases = \$19,500
 - xxiv. Teachers with at least 19 district-credited years of experience and an advanced degree as defined above whose base salary is \$66,000 or less prior to the above increases = \$18,500
- d. To meet the requirements of IC 20-28-9-1.5, no more than 20% of the base salary increase (\$500 out of \$2500 for those who do not qualify for an academic needs increase) is based on experience as defined by working or being on paid leave for at least 120 days the previous year.

- E. Below is the salary schedule for the 2021-2022 school year that results from the base salary increases outlined in Section D. This reflects
- *The “b” and “m” notations at the levels refer to different pay levels for teachers who have obtained a Bachelor’s degree and an advanced degree, but note definitions negotiated in Section B of this article regarding those columns.*

Level	Base Salary		Level	Base Salary
b-A	\$46,000		m-A	\$47,000
b-B	\$47,000		m-B	\$48,000
b-C	\$48,000		m-C	\$49,000
b-D	\$49,000		m-D	\$50,000
b-E	\$50,000		m-E	\$51,000
b-F	\$50,500		m-F	\$51,500
b-G	\$51,000		m-G	\$52,000
b-H	\$52,500		m-H	\$53,500
b-I	\$53,000		m-I	\$54,000
b-J	\$54,000		m-J	\$55,000
b-K	\$55,000		m-K	\$56,000
b-L	\$57,000		m-L	\$58,000
b-M	\$58,500		m-M	\$60,500
b-N	\$59,500		m-N	\$61,500
b-O	\$61,000		m-O	\$62,500
b-P	\$64,000		m-P	\$65,000
b-Q	\$68,000		m-Q	\$69,000
b-R	\$73,000		m-R	\$74,000
b-S	\$78,000		m-S	\$79,000
T				\$87,000

- F. Teachers that are not on a 1.0 FTE contract will receive a pro-rated amount of the full-year salary indicated by their salary scale placement.
- G. Teachers who did not work or were not on paid leave for a total of at least 120 contract days in 2020-2021 or were rated as “Ineffective” or “Improvement Necessary” in 2020-2021 will not receive a salary scale placement for the 2021-2022 school year. Instead, their base salary from 2020-2021 will remain as their base salary for the 2021-2022 school year.
- H. At the Superintendent’s discretion, teachers in high need areas can receive up to \$2,000 in addition to their base salary due to the academic needs of the students as defined as the need to attract an individual with specific qualifications to fill a teaching vacancy.
- I. Any teacher that is or becomes a Nationally Board Certified Teacher in their current teaching assignment or as prescribed by law will receive an annual stipend of \$3,500.00. This annual stipend will be added in to the contract amount and paid equally over the 26-pay period of the contract. Teachers are eligible for this stipend at the start of the school year following the receipt of the certification.
- J. Before the bargaining of this contract for 2021-2022, all teacher evaluations from 2020-2021 were complete. No teacher rated ineffective or improvement necessary was accounted for in determining how many teachers would receive salary increases. Therefore, no redistribution of compensation dollars is required. This satisfies the parties’ responsibilities under Indiana Code 20-28-9-1.5(e).

- K. To meet the requirements of IC 20-28-9-1.5, 50% of any base salary increase obtained with a teacher's placement on the salary schedule is based on evaluation results and 50% of the increase is based on experience as defined by working or being on paid leave for at least 120 days the previous year.
- L. There shall be reopeners on salary and wage related benefits for the 2022-2023 school year. Once placed on the salary schedule, no teacher will move/advance within the salary schedule during the 2021-2022 school year.
- M. A teacher beginning employment with BCSC in 2021-2022 or who was not previously given a traditional salary schedule placement (such as those who were ineligible for a salary increase in 2020-2021 under Indiana Code 20-28-9-1.5(e)) will be placed on an appropriate step on the salary scale as determined by the Superintendent based on the teacher's education, experience, previous salary (if applicable), and academic needs of the district as defined by the need to attract an individual with specific qualifications to fill a teaching vacancy.

ARTICLE XVIII: Entire Agreement Clause

This agreement supersedes all previous contracts or agreements, verbal or written or based on alleged past practices, between the school employer and the exclusive representative and constitutes the entire agreement between both parties. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties agree that the amount of money budgeted for extracurricular stipends shall be set by the current Superintendent. All reference materials related to extracurricular stipends and positions are currently included for informational purposes only and were not bargained.

ARTICLE XIX: Terms of Agreement

This contract shall be in effect as of July 1, 2021 and shall continue in effect through June 30, 2023 except by mutual agreement and to determine salary and insurance benefits for the 2022-2023 contract.

This contract shall not be extended orally and it is expressly understood that it shall expire on the date(s) indicated.

This contract is entered into this October 4, 2021 by and between the Board of School Trustees of the Brownsburg Community School Corporation and the Brownsburg Classroom Teachers Association.

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

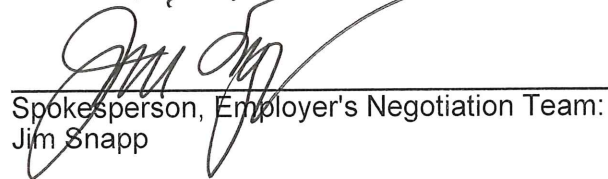
BOARD OF SCHOOL TRUSTEES
Brownsburg Community School Corp.

BROWNSBURG CLASSROOM
TEACHERS ASSOCIATION




President, Eric Hylton

President, Christianne Beebe



Spokesperson, Employer's Negotiation Team:
Jim Snapp

APPENDIX

Grievance No. _____

- Copies to:
1. Principal
2. Association
3. Teacher

GRIEVANCE FORM

Submit to Principal:

Building	Assignment	Name of Grievant	Date Filed
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A. Date Grievance Occurred _____

B. 1. Statement of Grievance

2. Relief Sought

Signature of Grievant

Date

C. Disposition by Principal:

Signature of Principal

Date

D. Position of Grievant and/or Association:

LEVEL II

A. Date Received by Superintendent or Designee: _____

B. Disposition by Superintendent or Designee:

Signature

Date

LEVEL III

A. Date Submitted to Board

B. Disposition and Award of Board

Signature of Board President

Date of Decision