

HHCTA 2023-2025 MASTER CONTRACT

NEGOTIATED CONTRACT BETWEEN
THE BOARD OF SCHOOL TRUSTEES OF THE HAMILTON HEIGHTS
SCHOOL CORPORATION AND
THE HAMILTON HEIGHTS CLASSROOM TEACHERS ASSOCIATION

This collectively bargained agreement, hereinafter called the Contract, is entered into this 18th day of October, 2023, by and between the Board of School Trustees of the Hamilton Heights School Corporation, hereinafter, called the Board, and the Hamilton Heights Classroom Teachers Association, hereinafter called the Association.

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ARTICLE 1: PARTIES

The parties to this contract are the Board of School Trustees of the Hamilton Heights School Corporation, hereinafter, called the Board, and the Hamilton Heights Classroom Teachers Association, an affiliate of the Indiana State Teachers Association and National Education Association, hereinafter called the Association, as the exclusive bargaining representative for all certificated personnel in the following bargaining unit: All professionally licensed school employees except for: Superintendent, Assistant Superintendent, Principals, Assistant Principals, High School Athletic Directors, Director of Curriculum, Assessment and Data, and Special Education Coordinators who evaluate certificated school employees, substitute teachers, and other certificated personnel not meeting the definition of teacher under IC 20-18-2-22.

ARTICLE 2: SALARY & OTHER COMPENSATION

A. Compensation Model

1. For 2023-2024 and 2024-2025, salary increases will be given to effective and highly effective teachers under the compensation model described below to create the salary range found in Appendix A.
2. Increases in salary are based on 1) earning of an effective or highly effective *evaluation* rating and 2) *experience*. An employee's evaluation accounts for 68% of the total increase and experience makes up 32% of the total increase. After initial placement, a teacher's salary will be unchanged until the teacher meets the requirements for an increase as described below. No teacher rated ineffective or needs improvement will receive any increase in compensation under this Contract.
3. To move down one (1) row within the same column, a teacher must earn an effective or highly effective evaluation for the preceding school year. A teacher must have been present for 120 days to earn an evaluation rating. Any teacher hired to HHSC during the school year who has taught previously during the current school year in another Indiana school corporation and has taught a total of 120 days combined in both school corporations will receive a summative evaluation.
4. Teachers returning from a leave of absence who received at least an effective evaluation prior to their leave will advance one row on the schedule.
5. The amount that would otherwise have been allocated for the salary increase of teachers rated ineffective or improvement necessary will be re-allocated, as a one-time stipend, for compensation of teachers rated effective and highly effective.
6. The salary range for 2023-2024 contract year shall be \$40,700.00 to \$76,722.00 and the salary range for 2024-2025 contract year shall be \$41,412.00 to \$78,065.00.

B. Placement for New Hires

1. Superintendent will place newly hired teachers with similar educational accredited public, private, university experience at either in-state or out of state at 1:1 credit of years of experience on Appendix A.
2. Superintendent may place newly hired teachers with similar CTE or workplace

- experience at 3:1 credit of years of experience on Appendix A.
3. Superintendent may place newly hired teachers with military experience at 3:1 credit years of experience on Appendix A.
 4. Superintendent may place newly hired teachers with SLP and Counseling experience at 1:1 credit on Appendix A.
 5. Superintendent may place new hires at any spot on Appendix A. CTA President will be notified of any exceptions to this.

C. Compensation for Extra Duty Assignments

A teacher(s) accepting extra duty assignment(s) shall be compensated as follows:

1. Summer School- A teacher of summer school shall be issued a supplemental service teacher's contract and shall be paid for each hour of instruction at an hourly rate based on his/her regular teacher's base contract salary for the school year just completed. This hourly rate shall be computed by dividing the teacher's base salary daily rate by six hours.
2. Homebound Instruction- A teacher who provides homebound instruction will receive the following rate per hour:
 - i. 1 student = \$30.34
 - ii. 2 students = \$48.54
 - iii. 3 students = \$77.67
3. Class Coverage:
 - i. High School/Middle School: A teacher who covers a class period for an unfilled daily assignment will be paid according to Appendix A at BA 0 hourly rate for that class period.
 - ii. Elementary: If there is an unfilled daily assignment, then the students will be divided among the other grade level teachers and each teacher will be paid for one hour according to Appendix A at BA 0 hourly rate for taking on other students.
4. Professional Development - If a paid professional development opportunity is provided it will be paid at the beginning teacher hourly rate.
5. End of School Year & Compensatory Education – A teacher shall be paid for each hour of instruction at an hourly rate based on his/her regular teacher's base contract salary for the school year just completed. This hourly rate shall be computed by dividing the teacher's base salary daily rate by six hours.

D. Part-time teachers' salaries and fringe benefits will be commensurate with the time employed.

E. Above notwithstanding, placement on the salary range for contracted retired Hamilton Heights' teachers reemployed on a part-time basis will be determined by agreement of the Board and the Teacher.

1. A contracted retired teacher reemployed pursuant to this provision will be entitled to contractual use of annual paid leave days on a pro rata basis, but such days shall not accumulate from year to year, and may not be used for any severance purpose.
2. Contracted retired teachers reemployed in accordance with this provision will not be

eligible, and shall waive any claim for additional employer contributions for any retirement/severance benefit, any health, dental, vision, long term disability, life insurance or any other insurance benefits except workman's compensation, or any other additional employer contribution to any tax-sheltered annuity, deferred compensation plan, VEBA, or other similar plan.

3. Any post retirement/separation reemployment of retired teachers, however, must be in accordance with applicable law and regulations and must not result in any disqualification of any IRS qualified retirement/severance, deferred compensation, or similar plan, or otherwise jeopardize the corporation's qualified post retirement/separation plans, or cause tax penalties to be imposed on reemployed retired teachers, other plan participants, or the school corporation.

F. Stipends

1. Teachers who receive the 2023-2024 Building Teachers of the Year will receive a \$1,000 stipend in the summer of 2024 and the 2024-2025 Building Teachers of the Year will receive a \$1,000 stipend in the summer of 2025.
2. A speech-language pathologist for the Corporation who holds a Certificate of Clinical Competence will be granted a \$225 stipend in each school year covered by this Contract Agreement paid in the first pay of June. The Special Education Director will request documentation that the certificate has been obtained prior to payment of stipend.

G. Pay dates

1. Paydays shall be on alternate Fridays for a total of 26 pays per year. However, teachers may opt to receive their entire summer pay in one lump sum at the end of the school year.
2. The pay schedule for the current contract year shall begin on the alternate Friday after the end of the expiration of the teachers' old individual contract. However, the number and dates of paydays shall be adjusted so that (1) no more than twenty-six (26) pays are made in any calendar year, and (2) no more than twenty-six (26) pays are made in any school year (July 1 to June 30).
3. New teachers to the district shall be paid in twenty-seven (27) consecutive biweekly payments during the first year of employment. These teachers will be paid in twenty-six (26) consecutive payments beginning the second year of employment. However, new teachers may opt to receive their entire summer pay in one lump sum at the end of the school year.
4. Summer checks, including summer school teachers, shall be directly deposited at regular two (2) week intervals to the account designated by the teacher. However, teachers may opt to receive their entire summer pay in one lump sum at the end of the school year.

ARTICLE 3: CAFETERIA & FRINGE BENEFIT PLANS

A. Health Insurance/Retirement Plan- The Board shall provide for each teacher, at the teacher's option, either:

1. A twelve (12) month health insurance plan which provides minimum essential coverage for individuals and/or family which includes surgical and major medical

- provisions. The Board hereby agrees to contribute, based upon the employee's coverage option, an amount equal to eighty percent (80%) of a High Deductible Plan (HDHP) and 75% of any other coverage option premium. The Board will pay a prorated premium for those teachers working on a part-time contract, i.e. fifty percent (50%) of the premium for a part-time teacher. The health plan options shall be those offered by the Wabash Valley-West Central Indiana Trust (WV/WCI) and will be offered in accordance with the requirements established by the Trust. Anyone enrolling in the HDHP Plan will also receive an employer contribution to a Health Savings Account (HSA) as established annually by the Board of Trustees for all employees. HSA contributions are made quarterly. For employees enrolled in a Single HDHP the annual employer contribution is \$800 (or \$200 quarterly). For employees enrolled in a Family HDHP the annual employer contribution is \$1,600 (or \$400 quarterly). IRS rules communicate that beginning with the first month the employee is enrolled in Medicare, no further contributions are allowed into a HSA. Thus, and for employees enrolled in Medicare, the employee can choose for the amount of the employer HSA's contribution to be received as regular wages or a qualified benefit.
2. A 401(a) retirement plan with one (1) of the financial companies mutually selected by the Board and the Association. The Board hereby agrees to contribute forty-five dollars (\$45) per month into each eligible employee's retirement account during a twelve (12) month period. The teacher shall have this money deposited into a qualified 401(a) plan selected in accordance with Article 5, Section H.
 3. Under the Affordable Care Act, the Board is required to obtain reasonable evidence that any employee who receives the opt-out payment and his/her tax family have, or will have, minimum essential coverage (other than coverage in the individual market, whether or not obtained through the Marketplace) during the period of coverage to which the opt-out arrangement applies. Therefore, any teacher receiving this benefit must sign an attestation of minimum essential coverage annually. If the attestation is not or cannot be signed, the teacher forfeits the right to this benefit.
- B. Life Insurance - The Board shall provide a group life insurance policy for fifty-thousand dollars (\$50,000) in life, accident and dismemberment coverage for each teacher. The Board shall contribute 75% of the premium of this plan. Subject to underwriting requirements of the insurance carrier, a teacher may purchase additional term life insurance amounts at the sole expense of the teacher. The School Corporation shall assure that the carrier offers a minimum of fifty thousand dollars (\$50,000) of such voluntary group term life insurance.
 - C. Long Term Disability (LTD) - The Board shall provide a group long-term disability insurance policy for all teachers. It shall offer a minimum benefit of 66-2/3% of covered salary with no maximum monthly benefit and with a 90-calendar day waiting period. The Board shall contribute 75% of the premium of this plan.
 - D. Change in Carrier - Carrier and plan design are subject to change only after adoption by the WV/WCI Trust. Membership in the WV/WCI Trust is ongoing, unless jointly agreed upon by the CTA and the Board negotiating teams, or the trust dissolves. CTA and Board negotiating teams must jointly agree upon changes in carrier or coverage for insurance programs not provided by the Trust.
 - E. Retiree's Health Enrollment - Any retiring teacher who has been employed by this School Corporation for ten (10) years or more and has reached age fifty-five (55) may continue in the group health insurance program until eligible to enroll in Medicare provided all premiums

are paid by the retired teacher.

- F. Section 125 Plan - The benefit plans provided to employees under Section 125 of the Internal Revenue Code shall be made available to any teacher so requesting. The administrator of the Section 125 plan shall be mutually selected by the Board and Association.
- G. Vision Insurance - The Board will provide a vision insurance plan and will contribute 75% of the premium of this plan. All teachers who are eligible for medical insurance are eligible for the vision coverage. The Board will pay a prorated premium for those teachers working on part-time contract, i.e. fifty percent (50%) of the premium for a part-time teacher.
- H. Dental Insurance - The Board shall provide a dental insurance plan and will contribute 75% of the premium of this plan. All teachers eligible for medical coverage shall be eligible for the dental coverage. The Board will pay a prorated premium for those teachers working on a part-time contract, i.e. fifty percent (50%) of the premium for a part-time teacher.

ARTICLE 4: ABSENCES AND LEAVES

- A. Leaves – A leave is determined on a yearly basis, from each July 1 to the following June 30.
- B. Sick Leave – Teachers will receive ten (10) days sick leave the first year of employment and seven (7) days each year thereafter.
 - 1. At the end of each school year, unused sick leave accumulation may not exceed 150 days except for 2, below.
 - 2. Teachers hired before or during the 2001-2002 school year who did not elect to participate in the sick day buy-out of December 2003 may continue to accumulate to a maximum of 200 days. For these teachers, sick day accumulation in excess of maximum days existing at the time of retirement/severance, shall be paid into a teacher's 403(b) plan account in accordance with provisions found within Article 5: Retirement.
 - 3. Teacher sick leave days may be used for family illness. Family is defined as the employee's spouse, (step)child, (step)parents, and any minor dependent regularly living in the employee's household, or a relative in which the employee is a primary caregiver.
 - 4. At the end of each school year, unused sick leave days that would cause a teacher's accumulation to exceed 150, up to ten (10) days per year, shall, subject to applicable IRS funding limitations, be eliminated and a contribution at the rate of thirty-five dollars (\$35.00) for each such eliminated day shall be paid into the teacher's 401(a) plan account in accordance with provisions found elsewhere in this Contract.
 - 5. A teacher employed for the summer may use up to two (2) days of the teacher's accumulated sick leave during the summer employment period for absence due to the teacher's illness.
 - 6. Beginning Fall 2024, any teacher with accumulated sick leave from a prior school district will transfer sick leave days after year (1) at a minimum rate of three (3) or 1/5 per year.
- C. Sick Leave Bank - A voluntary sick leave bank shall be provided as set forth in the rules and regulations of Appendix C.
- D. Personal Leave
 - 1. Each teacher is allowed four (4) school days personal leave each year without loss of

- pay.
2. Unused personal leave accumulates up to a maximum of 10 personal leave days beginning with the 2024-2025 school year.
 3. Any personal leave days accumulated beyond 10-days will transfer to sick leave for that individual teacher.
 4. A teacher is not allowed to utilize more than 5 personal leave days consecutively and must provide Administration two weeks notice if they plan to take 5 consecutive personal leave days.
 5. A teacher that utilizes a personal leave day prior to, and/or following, Fall Break, Winter Break, Spring Break, or Summer Break will be charged two personal leave days for each one requested.
- E. Bereavement Leave - Teachers are allowed non-consecutive paid leave for death, and/or settlement of estate matters, in the immediate family as follows.
1. Seven (7) school days leave will be available in the event of the death of spouse/significant other, children, including stillbirth, and (step)parents.
 2. A period not to exceed five (5) school days is allowed for other members of the immediate family.
 3. The "immediate family" means: brother, sister, father-in-law, daughter-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, grandfather, grandmother, and grandchildren.
 4. Two (2) school days shall be granted for aunt, uncle, niece, nephew and cousin if the teacher attends the funeral.
 5. Bereavement must be utilized within 12-months from the date of death.
- F. New Dependent Leave
1. A bargaining unit member may elect to use up to twenty (20) sick days within a year of a child's birth or foster or adoptive placement with the bargaining unit member. The twenty (20) day maximum applies regardless of the number of births or placements in a given year.
 2. New dependent leave cannot be used in conjunction with maternity leave. New dependent leave runs concurrently with FMLA and applicable FMLA regulations and School Board Policy will apply.
 3. Tentative advance written notice of the anticipated birth or placement should be given to the bargaining unit member's building principal. This notice should be given as soon as reasonably possible. It is not binding on the bargaining unit member or Corporation.
 4. The bargaining unit member shall apply in writing to the Superintendent to use new dependent leave. Such application shall be made as soon as the bargaining unit member is aware of a date the birth or placement is anticipated to take place. This application shall specify the dates the bargaining unit member would like to begin and end the leave.
 5. Provided the bargaining unit member has met the conditions set forth here, the Superintendent or her designee shall not unreasonably deny the bargaining unit member's application for this leave.
 6. The above notwithstanding, the Superintendent or designee shall have the discretion to grant new dependent leave for what the Superintendent or designee determines to be mitigating circumstances beyond the control of the bargaining unit member, e.g. a

change in adoption dates that might change the time the bargaining unit member would have need to begin the leave.

7. Sick Leave Bank is not available to be used for this purpose.

G. Maternity Leave: A teacher who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:

1. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged at her discretion, to her available sick days. However, the teacher is not entitled to accumulated sick 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.
2. Six (6) consecutive weeks following the birth (eight (8) weeks for c- section) is the period in which you may use sick days and/or sick leave bank on behalf of recovery or needs of the birth mother. You may use up to thirty (30) sick days (forty (40) sick days for a c-section) as long as it falls within the time frame. It is exactly six (6) consecutive weeks - school breaks do not extend it.
3. Before you deliver, if unable to teach due to a temporary disability due to pregnancy, you may elect to use any of your available sick days.
4. Sick days from the Sick Leave Bank are not used for care of the new baby.
5. You can continue your insurance, under FMLA, at employee rate for up to twelve (12)- weeks during any rolling twelve (12) month period.

H. Jury Duty - Teachers will be excused for jury duty. The teacher will have deducted from the teacher's check the per diem amount paid for court service. The teacher will provide the School Corporation treasurer a statement of court earnings.

I. Professional Leave - Requests to attend professional meetings, with full pay and estimated expenses must be in writing, approved by the building principal and filed with the Superintendent. The Board will determine eligibility to attend these meetings upon the recommendations of the Superintendent.

J. Association Leave – Seven (7) professional leave days shall be granted for the CTA President or designee to be used to Association business. Twenty (20) additional days will be available for association members to attend association business at the discretion of the CTA President with a cap of five (5) members per day. The Association President will be provided with a prep period if the president teaches at the Middle School or High School and will be provided with 40 minutes if the president teaches at the Elementary or Primary School, without loss of compensation, for the transaction of Association business.

K. Subpoenas - A teacher subpoenaed to appear as a witness in court for school related reasons will be excused from work and HHSC shall receive any earnings from the court for the employee's appearance. Any check should be made payable to and delivered to HHSC for the witness fee. A teacher subpoenaed to appear as a witness in court for reasons unrelated to school business will be required to use personal business days or receive no pay if personal business days are exhausted. In the latter instance, the employee will keep all court earnings.

ARTICLE 5: RETIREMENT

- A. TRF Contribution - The Board shall contribute 3% of each teacher's gross wages for the teacher's share of TRF retirement contribution directly to the Indiana State Teachers Retirement Fund. As a result, the individual teacher's contract shall be written to indicate the amount of gross wages, which is gross wages reported on IRS Form W-2.
- B. Retirement Notification - Notification of planned retirement must be made to the Superintendent in writing by December 1 of the last school year of teaching. A teacher who is forced to retire because of disability or a serious health condition (medical verification required) shall be entitled to receive retirement pay to which the teacher is entitled without prior December 1 notification.
- C. Retirement Benefits - The Board has also agreed to provide or make contributions toward retirement and severance benefits in addition to Teachers Retirement Fund Contributions. The applicable benefits, board contribution amounts, eligibility requirements, benefit vendor requirements, and selection process are set forth in this Article.
- D. Estate Payments - In the event of the death of a teacher who is entitled to retirement pay under this Article one hundred (100) percent of the benefit will be paid in the following order 1) to a designated beneficiary, 2) closest surviving relative(s) using a small estate affidavit, or 3) to the estate if use of a small estate affidavit is not possible.
- E. 403(b) Post Separation Accumulated Sick Leave Benefits
1. Benefit Description
 - a. An amount equal to \$80 per accumulated sick leave day will be contributed into a Teacher's 403(b) plan account if the teacher was hired before or during the 2001-2002 school year.
 - b. An amount equal to \$30 per day will be contributed into the teacher's 403(b) plan account if the teacher was employed after the 2001-2002 school year.
 2. Benefit Limitation. No sick leave days in excess of 150 shall accumulate for purposes of this 403(b) plan contribution for any teacher hired after the 2001-2002 school year, or who elected to participate in the sick day buy-out of December 2003.
 3. Eligibility. Only teachers with ten (10) or more years of service with this school corporation and who meet the eligibility requirements under the Indiana Public Retirement System (INPRS) would receive this benefit (i.e. 10 year cliff vesting schedule).
 4. Timing of Board Contributions. The first two thousand dollars (\$2,000) of the contribution amount payable under this section shall be deposited via payroll by June 30, of the year of retirement as a part of the teacher's contract for their last year of employment. The remaining amount of this retirement contribution shall be deposited in three (3) separate payments spread over three (3) tax years into the teacher's 403(b) plan account.
 5. Plan Maintenance. The Board will maintain a IRS qualified retirement plan recommended by the Joint Retirement Committee described in Section H.
- F. 401(a) Benefits
1. Board Contributions to Teacher 401(a) Accounts Benefit: The Board will contribute the following amounts annually to a 401(a) plan adopted in accordance with the procedures set forth in Section H on behalf of each teacher.
 - a. Years of Creditable Service

<u>0-5</u>	<u>6-10</u>	<u>11-15</u>	<u>16-25</u>	<u>26+</u>
\$850	\$950	\$1,050	\$1,150	\$1,750

- b. Eligibility: All teachers on a regular contract are entitled to this contribution, except that, reemployed retired teachers shall not be entitled to further 401(a) contributions on their behalf upon their return to a full or part-time employment except as otherwise may be required by law.
 - c. Vesting: This 401(a) plan contribution has no vesting requirement (i.e. 100% vested).
2. Excess Accumulated Sick Leave Day Benefit: Accumulated sick days in excess of 150, up to ten (10) days per year, shall, subject to applicable IRS contribution limitations, be cashed out and contributed at the rate of \$35.00 per day into a teacher's 401(a) plan account.
 - a. Eligibility: Teachers who accumulate in excess of 150 sick leave days
 - b. Timing of Payments: Contributions into the teacher's 401(a) plan account for excess sick leave days cashed out pursuant to this section will be made after the end of the school year and before July 1 annually.
 3. 401(a) Supplemental Benefits For Teachers Not Electing Group Health Insurance: The Board will contribute forty-five dollars (\$45) per month to a teacher's 401(a) plan account during a twelve (12) month period for each teacher who elects this benefit in lieu of health insurance.

G. Medicare Bridge Program

1. Buyout: Teachers that did not take the buyout in the 2015-2017 Master Contract are eligible for the benefit described below in G2. The list of eligible teachers is maintained in personnel files.
2. Benefit Program Description
 - a. The Board shall make a Medicare Bridge Program contribution to the qualified teacher's individual VEBA/HRA account in the amount of \$2,800 after the September board meeting of each year following the teacher's retirement until the teacher becomes eligible to enroll in Medicare or until the Board has made a maximum of five such contributions to the teacher's VEBA/HRA account, whichever comes sooner.
 - b. Eligibility. To qualify for this Medicare Bridge Program, a teacher must meet the following requirements:
 1. Be employed on a regular or temporary teacher's contract during or before school year 2005-2006
 2. Be at least fifty-five (55) years of age by June 30, 2016, with the teacher's age in years plus the teacher's years of teaching experience totaling at least eighty-five (85) by the first year he/she receives benefits from this program.
 3. Have at least twenty (20) years of teaching experience for which credit has been granted by the Board, the last fifteen (15) of which have been in this school corporation
 4. Have applied to the Superintendent, in writing, for participation in the Program by December 1 of the teacher's last school year of employment, except in the event of unforeseen circumstances when the Board, at its discretion, may waive said notification date; and

5. Retired teachers reemployed pursuant to this Contract shall not forfeit benefits vesting under this section, but shall not be eligible for additional Board contributions except as may otherwise be required by law.
6. Provide evidence of permanent retirement from teaching.

H. JRC Committee and IRS Tax Qualified Plan Selection Process

1. The Superintendent and Association will each appoint three (3) representatives to a Joint Retirement Benefits Committee (JRC) to recommend IRS qualified retirement plans (such as 403(b), 401(a), etc.) to the Board.
2. The Board will select IRS Qualified retirement plan(s) and plan vendor(s) recommended by a majority of the JRC. If there is no majority recommendation, the Association may make the recommendation to the Board. If the Board fails to adopt a plan and/or vendor recommended by the JRC or Association, the Board shall provide written reasons to the committee for its rejection of the recommendation. In that case, the JRC may request the Board to reconsider its decision or repeat the above process.
3. The vendor of these plan(s) shall be chosen with consideration given to service, fees assessed on accounts, and ratings by companies such as Standard & Poor's, A.M. Best, and Moody's. The chosen vendor(s) shall meet the following requirements:
 - a. conduct compliance testing to ensure there is no overfunding for any participating teacher;
 - b. fully administer plan;
 - c. provide annual enrollment and consultation services;
 - d. provide a minimum of an annual statement to the teachers;
 - e. prohibit loans or early withdrawals that are not IRS compliant, and
 - f. provide a hold harmless agreement that holds the school corporation harmless from any penalties associated with noncompliance with applicable laws and plan documents.
4. The Board will also adopt a post-separation IRS qualified retirement plan recommended by the JRC.
5. The Board may also adopt other qualified retirement/ severance plans recommended by the JRC.

I. Post-Retirement Group Health Plan Participation

1. Eligibility: Any qualified retiring teacher who has been employed by Hamilton Heights for ten (10) years or more and has reached age fifty-five (55) may, if a participant in the group health insurance program at the time of retirement, continue in the group health insurance program until eligible to enroll in Medicare by paying all related insurance premiums due in a manner designated by the Superintendent.

J. Non-Applicability of Certain Retirement Benefits To Reemployed Retired Teachers

1. Pursuant to Article 2 D.2. the Board will not make additional 403(b) or 401(a) plan contributions based on post-retirement employment or services, unless required to do so by applicable law or regulation.

K. Legal Compliance

1. All Board payments or contributions to IRS qualified plans or to teachers will comply with applicable law or regulations.

L. Contract Payout at Retirement

1. Retirees will receive a final salary payment on the second pay of June.

ARTICLE 6: CRIMINAL HISTORY CHECKS

HHSC will cover the costs of all recurring criminal history checks for all staff covered under this contract.

A staff member that is terminated for charges included on a report may be required to reimburse HHSC for the cost of the criminal history check. The fee will be reimbursed with a payroll deduction in the employee's final paycheck.

ARTICLE 7: GRIEVANCE PROCEDURE

A grievance is the claim by one or more teachers or the Association that there has been a violation of this Contract.


1. A grievance must be in writing and presented in proper order to the principal, administrative supervisor, or administrative designee no later than thirty (30) calendar days from the occurrence of the alleged violation, unless it is an alleged failure to follow the teacher evaluation procedure stipulated in this Contract, in which case the grievance must be presented no later than May 7th of the school year. The grievance must cite the Contract provision(s) allegedly violated and contain a clear statement of the appropriate relief sought.
2. The grievance may be handled informally between the Grievant, the building principal, and the Association's grievance committee.
3. If the grievance is not resolved within ten (10) days of filing, it may be appealed by the Grievant and the Association representative to the Superintendent.
4. If there is no satisfactory solution at the Superintendent's level within seven (7) days, the Grievant and the Association representative may appeal to the Board at its next calendar meeting.
5. Miscellaneous:
 1. The purpose of the grievance procedure is to settle equitably, at the lowest possible administrative level, issues, which may arise from time to time regarding alleged violations of this Contract.
 2. A representative of the Association may be present at all proceedings involving individual or small group grievances. A committee of the Association shall be present for all Association grievances.
 3. All grievances are expected to be handled expeditiously.
 4. No reprisal shall be taken against any participant in the grievance procedure because of such participation.
 5. Time limits may be shortened or expanded if both sides agree. Both parties shall keep appropriate records regarding the dates, dispositions, and outcomes of various steps in the grievance. If mutually agreed both parties may share such information.
 6. Should any grievant not adhere to the above procedure, the claim of the grievant shall be forfeited.

7. Grievance records, defined as the written grievance, subsequent responses and appeals, communications directly related to the grievance process, and the grievance resolution document, if any, shall not be kept as part of a teacher's personnel file and will only be shared on a need to know basis.

ARTICLE 8: Attestation, Effective Date, and Term of Agreement

- A. The undersigned attest to the following:
1. A public hearing was held in compliance with Indiana Code 20-29-6-1(b) on September 20, 2023, and electronic participation from the parties and public was not permitted; and
 2. A public meeting in compliance with Indiana Code 20-29-6-19 was held on October 4, 2023, to discuss the tentative agreement and electronic participation from the governing body and public was not permitted.
- B. Term of Contract - The term of this Contract shall be for twenty-four (24) months from July 1, 2023 through June 30, 2025.
- C. Contract Date - This Contract is made and entered into at Arcadia, Indiana, on this 18th day of October, 2023, by and between the Board of School Trustees of the Hamilton Heights School Corporation, County of Hamilton, State of Indiana, party of the first part, and the Hamilton Heights Classroom Teachers Association, party of the second part.
- D. Contract Signatures - This Contract is attested to by the parties whose signatures appear below.

Board of School Trustees of the Hamilton
Heights School Corporation



President



Secretary

Hamilton Heights Classroom Teachers
Association



Co-President



Co-President

Appendix A: Salary Range

(Does not include 3% for Indiana State Teacher's Retirement)

2023-2024

	BA	MA
0	40,700	42,074
1	41,616	43,020
2	42,552	43,988
3	43,510	44,978
4	44,488	45,990
5	45,489	47,025
6	46,513	48,083
7	47,560	49,165
8	48,630	50,271
9	49,724	51,402
10	50,843	52,559
11	51,987	53,741
12	53,156	54,950
13	54,352	56,187
14	55,575	57,451
15	56,826	58,743
16	58,104	60,065
17	59,412	61,417
18	60,748	62,799
19	62,115	64,212
20	63,513	65,656
21		67,134
22		68,644
23		70,189
24		71,768
25		73,383
26		75,034
27		76,722

2024-2025

	BA	MA
0	41,412	42,810
1	42,344	43,773
2	43,297	44,758
3	44,271	45,765
4	45,267	46,795
5	46,286	47,848
6	47,327	48,924
7	48,392	50,025
8	49,481	51,151
9	50,594	52,302
10	51,732	53,478
11	52,896	54,682
12	54,086	55,912
13	55,303	57,170
14	56,548	58,456
15	57,820	59,771
16	59,121	61,116
17	60,451	62,491
18	61,811	63,898
19	63,202	65,335
20	64,624	66,805
21		68,308
22		69,845
23		71,417
24		73,024
25		74,667
26		76,347
27		78,065

Appendix B: ECA Schedule

Hamilton Heights School Corporation			
Extra-Curricular & Extended Pay Schedules			
<u>Position</u>	<u># of Positions**</u>	<u>2023-2024 Stipend*</u>	<u>2024-2025 Stipend*</u>
<u>ATHLETICS</u>			
HS Head B Basketball	1	\$8,160	\$8,405
HS Head G Basketball	1	\$8,160	\$8,405
HS Head Football	1	\$8,160	\$8,405
HS Head Baseball	1	\$5,146	\$5,300
HS Head Softball	1	\$5,146	\$5,300
HS B Basketball Asst.	2	\$4,858	\$5,004
HS G Basketball Asst.	2	\$4,858	\$5,004
HS Head Volleyball	1	\$4,858	\$5,004
HS Head Wrestling	1	\$4,858	\$5,004
HS B 9th Basketball	1	\$4,200	\$4,326
HS G 9th Basketball	1	\$4,200	\$4,326
HS Football Asst.	5	\$4,200	\$4,326
HS X-Country Hd. B&G	2	\$3,570	\$3,677
HS Golf Hd. B&G	2	\$3,570	\$3,677
HS Soccer Hd. B&G	2	\$3,570	\$3,677
HS Swimming Hd. B&G	2	\$3,570	\$3,677
HS Tennis Hd. B&G	2	\$3,570	\$3,677
HS Track Hd. B&G	2	\$3,570	\$3,677
8th Basketball Hd. B&G	2	\$3,570	\$3,677
7th Basketball Hd. B&G	2	\$3,570	\$3,677
MS Head Football	1	\$3,570	\$3,677
HS Baseball Asst.	2	\$3,263	\$3,361
HS Cheerleading Sponsor - Fall	1	\$3,263	\$3,361
HS Cheerleading Sponsor - Winter	1	\$3,263	\$3,361

HS Softball Asst.	2	\$3,263	\$3,361
HS Wrestling Asst.	1	\$3,263	\$3,361
HS Unified Track	1	\$3,263	\$3,361
HS Unified Flag Football	1	\$3,263	\$3,361
HS Admin. Event Supervisor	3	\$2,601	\$2,679
HS Soccer Asst. B&G	2	\$2,538	\$2,614
HS Swim Asst.	2	\$2,538	\$2,614
HS Track Asst. B&G	2	\$2,538	\$2,614
HS Volleyball Asst.	1	\$2,538	\$2,614
MS Football Asst.	3	\$2,538	\$2,614
MS Volleyball Head	1	\$2,538	\$2,614
MS Wrestling Head	1	\$2,538	\$2,614
MS Admin. Event Supervisor		\$2,500	\$2,575
HS Weight Room Supervisor	1	\$2,295	\$2,364
HS Cheerleading Asst. - Fall	1	\$2,099	\$2,162
HS Cheerleading Asst. - Winter	1	\$2,099	\$2,162
MS X-Country Head	1	\$2,099	\$2,162
MS Track Head B&G	2	\$2,099	\$2,162
MS Cheerleading - Fall	2	\$1,939	\$1,997
MS Cheerleading - Winter	2	\$1,939	\$1,997
MS Swimming Head B&G	2	\$1,939	\$1,997
8th Basketball Asst. B&G	2	\$1,776	\$1,829
7th Basketball Asst. B&G	2	\$1,776	\$1,829
MS Golf Head	1	\$1,776	\$1,829
MS Volleyball Asst.	1	\$1,776	\$1,829
MS Wrestling Asst.	2	\$1,776	\$1,829
MS X-Country Asst.	1	\$1,496	\$1,541
MS Track Asst. B&G	2	\$1,496	\$1,541
MS Golf Asst.	1	\$1,334	\$1,374

MS Swim Asst.	1	\$1,334	\$1,374
6th Travel B-ball Hd. B&G	2	\$1,129	\$1,163
6th B-ball Asst. B&G	2	\$1,034	\$1,065
HS Gym Supervisor Summer	1	\$458	\$472
<u>ACADEMICS / ADMINISTRATION</u>			
District Guidance Coordinator	1	\$3,695	\$3,806
ES Grade/Department Chairs	7	\$1,776	\$1,829
MS Grade/Department Chairs	11	\$1,776	\$1,829
HS Grade/Department Chairs	10	\$1,334	\$1,374
School Improvement (3 per building)	9	\$1,334	\$1,374
Multi-building Assignment	12	\$575	\$593
MS Washington DC Trip	1	\$459	\$473
Corporation Mentor Teachers	20	\$297	\$306
6th Bradford Woods ***	12	\$272	\$281
MTSS Data Team	13	\$272	\$281
Textbook Adoption	6	\$133	\$137
<u>CLUBS / ORGANIZATIONS</u>			
HS Marching Band Head	1	\$3,570	\$3,677
HS Marching Band Assistant	1	\$2,538	\$2,614
HS Drama	1	\$2,476	\$2,550
HS Business Professionals of America	1	\$2,476	\$2,550
MS Robotics	1	\$1,981	\$2,040

HS Flag Corps.	1	\$1,776	\$1,829
HS Academic Team	1	\$1,634	\$1,683
HS Student Government	1	\$1,634	\$1,683
HS Yearbook	1	\$1,634	\$1,683
MS Academic Team	1	\$1,634	\$1,683
MS Drama	1	\$1,634	\$1,683
ES K-Kids	1	\$1,634	\$1,683
HS Musical Director	1	\$1,302	\$1,341
MS Husky Business Leaders	1	\$1,302	\$1,341
HS Musical Assistant Director	1	\$1,098	\$1,130
MS Yearbook	1	\$1,098	\$1,130
ES Yearbook	1	\$1,098	\$1,130
Senior Class Sponsor	1	\$990	\$1,020
Junior Class Sponsor	1	\$990	\$1,020
Sophomore Class Sponsor	1	\$990	\$1,020
Freshman Class Sponsor	1	\$990	\$1,020
MS Student Government	1	\$990	\$1,020
ES Drama/Musical	1	\$990	\$1,020
HS Honor Society	1	\$842	\$867
MS Huskies, Inc	1	\$842	\$867
HS BPA Assistant	1	\$595	\$612
HS Husky Fan Shop	1	\$595	\$612
MS Art Club	1	\$595	\$612
MS Honor Society	1	\$595	\$612
MS Huskies for the Cross	1	\$595	\$612
MS Media Club	1	\$595	\$612
MS Robotics Assistant	1	\$595	\$612
ES Backpack Program	1	\$595	\$612
HS Musical Pit Director	1	\$584	\$602
HS Musical Set Manager	1	\$584	\$602

HS STIC **	12	\$297	\$306
MS STIC **	12	\$297	\$306
ES STIC **	9	\$297	\$306
ES Young Authors	1	\$297	\$306
<u>MISCELLANEOUS</u>			
Auditorium Supervisor		\$15.38	\$15.84
Driver Education Summer		\$28.71	\$29.57
Pool Supervisor		\$16.40	\$16.89
HS Intramurals (Hours set by Principal)		\$22.55	\$23.23
MS Intramurals (Hours set by Principal)		\$22.55	\$23.23
<u>* Does not include 3% for Indiana State Teacher's Retirement.</u>			
<u>** For informational purposes only: STICs may be considered for movement to regular ECA stipend after 2 contract cycles, or 4 years, of existence.</u>			
<u>*** For informational purposes only: Year to year position - does not require resignation each school year.</u>			

Appendix C: Sick Leave Bank

Hamilton Heights School Corporation Sick Leave Bank (SLB)

Rules & Regulations

1. A Sick Leave Bank (SLB) shall be established and maintained if 15% of the total certified staff agree to enroll and contribute each year during the September enrollment period.
2. Enrollment shall be strictly voluntary. Enrollment and re-enrollment will take place before September 30 of each school year. Participation in the SLB is limited to those who enroll in the SLB during the current school year. Mid-Year hires may enroll in Sick Leave Bank within two weeks of date of hire to be eligible.
3. Two (2) sick leave days must be contributed the first year of enrollment. Subsequent years may require a contribution of one (1) day. Emergency contributions can be required as needed each year if the SLB reserve drops below three hundred (300) sick days. Emergency contributions will be first taken at a rate of 2 days from all members who have borrowed from the sick bank starting with borrowers during the 2017-2018 school year. If that does not get the sick bank back up to its reserve cap of 300 sick days, then all members of the sick bank who have not borrowed from the bank will contribute 1 day. A current member of the SLB who has zero (0) days at the time of a call for an emergency contribution may retain membership and defer the contribution until the following fall enrollment period.
4. Once a teacher enrolls in the SLB they remain a lifetime member.
5. All days contributed to the SLB shall be donated by employees. The Board is under no obligation to contribute any days.
6. Unused sick days in the SLB shall be carried over from school year to school year. The record of sick days contributed, used, and carried over shall be maintained by the superintendent's office. Upon reasonable notice, all records concerning the SLB shall be made available to the SLB committee.
7. A member of the SLB may contribute up to 3 days to the SLB at the end of the school year.
8. A SLB committee of two teachers and one administrator shall be designated each September to administer the SLB. The administrator will be the superintendent or his/her designee. The two teacher representatives will be selected by the Association President or designee. There shall be no term limits for the individuals on this committee.
9. All requests for SLB utilization will be given to any SLB committee member, who will then forward them to the other members of the SLB committee for consideration.
10. The SLB committee will approve or deny the application with a minimum of a two-thirds majority. Upon determination of request the Superintendent will notify applicant and central office for issuance of days.

Method of Contribution

1. The SLB committee shall be responsible for notifying the staff of the enrollment period and distribution of the enrollment forms.
2. The enrollment period shall be before September 30 each school year with the exception of mid-year hires. If a second contribution is needed, it will be called for as needed.
3. The enrollment/contribution forms shall be issued and collected by the SLB committee

and given to the superintendent's office for recording. The SLB committee shall decide if any contribution is needed from ongoing members both during the September enrollment period and as needed.

4. The September enrollment period shall be used to determine if the 15% membership threshold has been met.
5. Should 15% of the total certified staff not enroll in a given year, the sick leave days on record shall be held for two (2) additional September sick leave bank enrollment periods. Should the sick leave bank fail to gain the 15% enrollment required in three (3) consecutive years, the days shall be cancelled.
6. All transactions with the SLB committee shall be on official SLB forms, which are found on the online Human Resources employee portal.
7. Any errors on the SLB contribution forms shall be pointed out to the contributing member by the superintendent's office for correction.

Requesting Sick Leave Bank (SLB) Days

1. An individual's personal and sick leave days must be exhausted before applying to the SLB, this includes any sick days accumulated through employment by another school corporation even those that have not yet transferred over
2. Application to the SLB must be on the official SLB form. This form shall be submitted to any committee member who will share with the rest of the committee for review. Upon determination of request, the Superintendent shall notify that applicant and central office for issuance of days.
3. There is no required waiting period before an application to the SLB may be filed.
4. A medical authorization, signed by a licensed physician and verifying illness, must accompany the application to the SLB.
5. The SLB committee may require a second physician's opinion before making a judgment on the application. This second opinion will be at the School Corporation's expense with a physician selected by the School Corporation.
6. The maximum number of days that may be borrowed per year is 60 days.
7. Approved Sick Leave Bank requests must be renewed each school year.
8. Should an employee file with the superintendent's office a request for early retirement due to ill health with a physician's accompanying statement, while applying for or using SLB days, that person may request an extension grant of sick days from the SLB to finish the school year for the purpose of maximizing retirement calculations. When that individual retires, s/he will be forgiven the days due back to the bank.
9. Beginning with the 2017 – 2019 CBA, any member with outstanding days will be forgiven of their debt. New requests from the SLB will not require any repayment of days.