2026 CBA COMPLIANCE CHECKLIST

Item	✓	Page No.[1]
School employer and exclusive representative identified	✓	5
Bargaining unit description matches the IEERB Order in effect at time of ratification	✓	5
Beginning and ending date of CBA (must end on or before June 30, 2027)	✓	1
Ratification date (must be on or after September 15 and at least 72 hours after TA meeting)	✓	29
Signed by School Board President, Secretary, or Vice President and Exclusive Representative	✓	29
General definitions (definitions that apply to the whole CBA)		N/A
Grievance procedure (if arbitration used, must indicate if advisory or binding)	✓	27-28
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)	✓	N/A
Salary for new teachers (amount, schedule, or method of calculation)	✓	6,30
Wages/compensation for ancillary duties	✓	8-9
Wages/compensation for extracurricular duties	✓	31-38
Compensation for extended contracts	✓	39-40
Public hearing and public meeting attestations (include electronic participation information)	✓	29
Compensation Plan		
If there are no salary increases, CBA includes a statement to that effect		N/A
Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers)	✓	6
Full-time classroom teacher (instructs students at least 50% of the workday) salaries are at least $45,000	✓	6
Base salary differentiation for possession of literacy endorsement	✓	7-8
Salary increases		
If using optional eligibility criteria, the criteria are described and separate from factors	✓	8
Based on at least two of the five statutory factors (must use academic needs factor)	✓	8
Definitions of factors (e.g., experience, academic needs, instructional leadership)	✓	8
How much each factor contributes to increase (by points, percentage, amount, etc.)	✓	8
Maximum possible salary increase or method for calculating clearly identified	✓	8
Academic needs is at least 10% of the maximum possible salary increase calculation	✓	8
Education plus experience (excluding reduce the gap and teacher retention catch-up increases) does not exceed 50% of the maximum possible salary increase calculation	✓	8
If using a salary increase to reduce the gap, it must: (1) be clearly identified and (2) actually reduce the gap		N/A
If using a teacher retention catch-up salary increase it must: (1) be clearly identified, (2) attributed to a factor, (3) describe the teachers to whom the catch-up increase applies, (4) describe the increase amount or method of calculating, and (5) describe how the increase amount represents a comparison to the starting salary of new teachers		N/A

Reminders:

1. Make sure <u>all</u> salary increases are included and described in the compensation plan.
2. If you include non-bargainable items for informational purposes only (e.g., number of ECA positions, number of extended contract days, etc.), be sure to include a statement to that effect.
3. Ensure all date references in the CBA reflect the current contract period.
4. Ensure that the CBA is uploaded to <u>Indiana Gateway</u> by November 15th to avoid a declaration of impasse.
5. Ensure that the electronic participation information in CBA matches information in Indiana Gateway.

[1] IEERB encourages parties to number the pages of their CBA. If there are no page numbers, parties should identify the Article or Section number of the particular item (e.g., Art. I Sec B; Sec IV #2, etc.).

Professional Agreement

Between

The Board of School Trustees

of

Hamilton Southeastern Schools

and

The Hamilton Southeastern Education Association

Effective July 1, 2026 to June 30, 2027

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Professional Agreement

This agreement is entered into and ratified this November 4, 2026, by and between the Board of School Trustees of the Hamilton Southeastern Schools, hereinafter called the "Board", and the Hamilton Southeastern Education Association, hereinafter called the "Association."

Should any Article, Section, or Clause of this Collective Bargaining Agreement be declared illegal by IEERB or by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be deleted automatically from this Agreement to the extent that it violates the law; but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement to the extent that such remain unaffected by the deleted Article, Section, or Clause.

Now, therefore, in consideration of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows:

Article I

Recognition

For the term of the Agreement, the Board hereby recognizes the Association as the exclusive representative of the bargaining unit for the purposes of collective bargaining and discussion within the meaning of Indiana Code 20-29.

In accordance with Indiana Code 20-29, the bargaining unit shall consist of all certificated members of the faculty of Hamilton Southeastern School Corporation, excluding supervisory personnel, confidential employees, attendance officers, supervisors, deans, and employees providing security work. Among such excluded employees are: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Athletic Directors, High School College and Career Directors, Deans, School Psychologists, Department of Exceptional Learners Specialists. Instructional Technology Coaches, District High Ability Coordinator, Teacher Development Specialists, ENL Coordinator, Intervention Specialists, Directors and Assistant Directors, Coordinator of Experiential Learning, Pre-School Coordinator, Focus Day School Coordinator, Energy Manager, Equity Officer, and Special Project Officer.

The term "teacher" when used in this contract shall refer to all certificated school employees as defined in Indiana Code 20-29-2, employed by the Board and included in the above- described unit.

The terms "Board" and "Association" shall include authorized officers, representatives and agents.

The term "Board" shall refer to the Board of School Trustees.

The term "School Corporation" shall refer to Hamilton Southeastern Schools.

Article II

Compensation

Section 1. Basic Salaries

A. The basic salaries of returning full-time teachers were between $48,500 and $93,201 prior to any increases negotiated in this agreement. After ratification, the basic salaries of full-time teachers will be between $49,000 and $95,029 for 2026-2027. ECA stipends are set forth in Appendix II which is attached and incorporated in this Agreement.

Section 2. Initial Placement on Salary Range

A. From July 1, 2026 to the ratification of the contract, new hire salaries will be calculated based on the following new hire formula: $49,000 plus $1,000 for each year of experience plus $4,000 for Masters and $200 for the possession of an early literacy endorsement.

B. Upon ratification of the agreement, new hire placement will be determined by the New Hire Schedule in Appendix I.

The Superintendent has discretion to pay new hires above the new hire formula up to $95,029 for hard-to-fill positions.

C. A full year of teaching experience and/or its equivalency will be defined as follows:

1. Teaching experience to equal 120 days (in one school year) in any accredited public elementary or secondary school recognized by the Indiana Teachers Retirement Fund or other out of state teacher's retirement fund while maintaining an active state teaching license as a certified teacher. Verification of out of state retirement fund membership must be provided by the teacher.

2. Teaching experience to equal 120 days (in one school year) in any elementary or secondary school maintained by the US Government, or teaching experience gained in federally funded programs, as approved by the US Department of Education.

3. Teaching experience to equal 120 days (in one school year) in any publicly supported college or university accredited by a nationally recognized accrediting association.

4. The School Corporation shall have the option of recognizing up to eight (8) years of experience to equal 120 days as determined by written policy in the following categories:

a. Any publicly or privately supported college, university, or institution accredited by the duly authorized state agency of any other state. A minimum of one course must be taught per semester to

receive credit.
b. Any private or parochial school certified by the US Department of Education;
c. Any private or parochial school recognized by the duly authorized state agency of any other state;
d. Any experience reported for state support prior to the promulgation of this rule.

5. Military Service

a. Eight months of either military service or military service combined with teaching experience shall be equivalent to one year teaching experience, provided such service shall occur within the school year beginning July 1 and ending June 30.
b. Military experience substituted shall not exceed four years.
c. The provisions of this section shall apply to all veterans who took the oath of allegiance, wore the uniform, served in either combat or non-combat units, and were discharged under honorable

6. J. Everett Light Career Center or The Pursuit Institute. For Career Technical Education programs previously staffed by J. Everett Light Career Center or The Pursuit Institute affiliated programs, new hires will be placed on the salary range as follows:

a. Teachers Possessing a Workplace Specialist's License: Shall receive one (1) year of experience (as defined by 365 days at the occupation) for each year of occupational experience in the field the teachers is hired to teach and one (1) year of experience (as recognized by INPRS/ the Indiana Teacher Retirement Fund) for each year of teaching experience. Notwithstanding the forgoing, the same calendar year may not be counted as both occupational experience and teaching experience.

b. Teachers in the process of earning a Workplace Specialist License shall have their experience calculated by subtracting one (1) from the total years(s) of occupational experience in the field the teacher is hired to teach. An occupational year of experience is defined as 365 days in the occupation the teacher is hired to teach.

Section 3. Compensation Model/Placement on Salary Range 2026-2027

Literacy Endorsement Base Salary Differentiation

Prior to receipt of increases described in Section 3, the base salary of teachers who possess a literacy endorsement will be adjusted, as needed, to reflect a $200 differential (in comparison to the base salary of teachers who otherwise have the same credentials but do not possess the literacy endorsement).

Base Salary Increases

1. General Eligibility
    a. A teacher must have been employed 120 days during the 25-26 school year. However, any bargaining unit member on a full year leave during the 25-26 school year will not be eligible for a base salary increase.
    b. These general eligibility criteria do not apply to the early literacy endorsement differential.

2. Factors and definitions
    a. Evaluation rating – The teacher's most recent evaluation was sufficient to maintain employment with the school district.
    b. Academic needs – The need to retain all teachers to provide educational continuity for students.

3. Distribution – Amounts to be distributed as base salary increase
    a. Evaluation rating - $1,628
    b. Academic needs - $200

4. Itemized Compensation Requirements

Calculation of Total Possible Base Salary Increases Available to Teachers under the Compensation Plan = $1,828

    a. Increase attributable to evaluation = $1,628
    b. Increase attributable to academic needs = $200, which is 10.9% of total possible increase

Section 4. Travel Between Buildings. (Ancillary Duty)

A. Teachers who are required by administration to make more than one trip between buildings during the school day will receive a travel period and be compensated for the travel.

B. Teachers who are required by administration to travel eleven (11) miles or more one way will receive 1/2 (one-half) of compensated prep time and be compensated for the travel.

C. Teachers who are required by administration to travel less than eleven (11) miles one way will receive 1/4 (one-fourth) of compensated prep time and be compensated for the travel.

D. Travel claims must be submitted on a monthly basis to receive compensation.

Section 5. Professional Development (Ancillary Duty)

Certified teachers instructing a summer professional development class will be paid the curriculum writing stipend for each hour of preparation. Preparation time will be determined by the number of hours that the class is scheduled to meet. If multiple sessions are taught, preparation time will be granted for only the first session. In addition, the teacher will be compensated at the rate of $100 for each session taught.

Section 6. Summer School Contract
Summer school compensation will be computed based on a teacher's regular hourly rate for all literacy courses. The hourly rate for all non-literacy courses will be the hourly rate of the teacher up to a maximum of $64.00 per hour. The Superintendent has deemed that, pursuant to State Law, this paragraph is to be negotiated into the Professional Agreement.

Section 7. Salary and Benefits Upon Employment of Retirees
Retirees hired back after 30 days of separation would be placed at the appropriate degree and experience on the salary schedule.

If a retiree is offered a temporary contract, he or she will receive his or her daily rate from the first day of employment.

Section 8. Compensation for Attendance at Special Education and Section 504 Annual Case Reviews. (Ancillary Duty)
All bargaining unit personnel will be compensated for attendance at special education annual case conferences and annual case reviews for Section 504 students which are held outside the teacher day. Teachers will be compensated at the rate established for curriculum writing. In the event less than one hour is spent, compensation will be for each fifteen-minute increment or portion thereof. In lieu of dollars, the teacher may request class coverage time under the same circumstances as described in Appendix II, Section 7.

Section 9. Compensation for Homebound Instruction (Ancillary Duty)
Compensation for homebound instruction will be computed based on a teacher's regular hourly rate.

Section 10. Compensation for Direct and Indirect Services (Ancillary Duty)
Definition and Scope (For Information Purposes Only)
Ancillary services refer to tasks or duties assigned to teachers by a principal that are outside of their regular assigned duties. These services may require either *direct* instruction or services to students, or *indirect* tasks that support the educational environment but do not involve direct student instruction or services.

Compensation for *Direct* Instruction or Services
When direct instruction or direct services are provided to students, a teacher shall be compensated at their regular hourly rate. Compensation shall be calculated in 15-minute increments, with a minimum billing increment of 15 minutes.

Compensation for *Indirect* Tasks or Duties
When indirect services are provided to students that do not involve direct instruction or direct services to students, a teacher will be compensated at $30.00 per hour. Compensation shall be calculated in 15-minute increments, with a minimum billing increment of 15 minutes.

Documentation and Approval
All ancillary services requiring compensation under this Section must be documented and approved in advance by the principal or designated administrator. Teachers shall submit time logs or records of hours worked on ancillary services for reimbursement. During the school day, the maximum time available for ancillary service payment is a teacher's prep period.

Article III

Benefits

The Parties have established and utilize an insurance committee to advise the bargaining team on this Article.

Section 1. Group Health Insurance
The School Corporation will make health coverage available to teachers for the teacher or teacher and family.

The amounts provided below are annual amounts that are or will be prorated based on the time of coverage.

Plans Covering July 1 – December 31, 2026
For an employee only plan covering July 1, 2026 through December 31, 2026, the Board will contribute the following annual amounts:
Plan #1 (PPO) - $6,900
Plan #2 (HDHP) - $7,050
Plan #3 (HDHP) - $5,300

For an employee plus spouse plan covering July 1, 2026 through December 31, 2026, the Board will contribute the following annual amounts:
Plan #1 (PPO) - $13,500
Plan #2 (HDHP) - $13,550
Plan #3 (HDHP) - $10,550

For an employee plus child(ren) plan covering July 1, 2026 through December 31, 2026, the Board will contribute the following annual amounts:
Plan #1 (PPO) - $11,400
Plan #2 (HDHP) - $11,450
Plan #3 (HDHP) - $9,000

For family plan covering July 1, 2026 through December 31, 2026, the Board will contribute the following annual amounts:
Plan# 1 (PPO) - $22,100
Plan #2 (HDHP) - $22,800
Plan #3 (HDHP) - $16,900

Plans Staring January 1, 2027
For an employee only plan, the Board will contribute the following annual amounts:
PPO #1 (PPO) - $8,400
Plan #2 (HDHP) - $8,100
Plan #3 (HDHP) - $6,600
Plan #4 (PPO – Community) – $8,290
Plan #5 (HDHP – Community) - $8,100
Plan #6 (HDHP – Community) - $6,300

For an employee plus spouse plan, the Board will contribute the following annual amounts:
PPO #1 (PPO) - $16,500
Plan #2 (HDHP) - $15,700
Plan #3 (HDHP) - $13,100
Plan #4 (PPO – Community) - $16,200
Plan #5 (HDHP – Community) - $15,700
Plan #6 (HDHP – Community) - $12,500

For an employee plus child(ren) plan, the Board will contribute the following annual amounts:
PPO #1 (PPO) - $13,900
Plan #2 (HDHP) - $13,300
Plan #3 (HDHP) - $11,100
Plan #4 (PPO – Community) - $13,700
Plan #5 (HDHP – Community) - $13,200
Plan #6 (HDHP – Community) – $10,700

For a family plan, the Board will contribute the following annual amounts:
PPO #1 (PPO) - $26,900
Plan #2 (HDHP) - $26,300
Plan #3 (HDHP) - $22,000
Plan #4 (PPO – Community) - $26,300
Plan #5 (HDHP – Community) - $26,100
Plan #6 (HDHP – Community) - $20,770
Health insurance premiums are collected the month before the premiums are paid.

Section 2. High Deductible Plans
For those staff members that are actively enrolled in a district high-deductible health plan and have an active health savings account (HSA) through the district-sponsored vendor, the district will provide the following contributions to each staff member's HSA as a part of the payroll for January 31st .

Employee Only Plan	$1,000
Employee + Spouse Plan	$1,500
Employee + Child(ren) Plan	$1,500
Family Plan	$2,000

Married Teacher Additional HSA Contribution
For those teachers who are married and both members of the bargaining unit, an additional HSA contribution will be provided. A total of $20,000 will be evenly divided by the number of married couples who elect a high-deductible employee + spouse or family health plan. The married couple must notify the administrative office by October 30th by completing the survey provided by the administration to be eligible for this HSA payment.

Section 3. Insurance Coverage
The Board further agrees that it will not change the group health, life and long-term disability insurance package without the consent of the Association. Health, dental and vision insurance premium revisions will be effective January 1 of each calendar year.

Section 4. Long Term Disability
The School Corporation will make a long-term disability plan available to the teachers. The School Corporation will pay the premium minus twenty-five cents ($0.25) for each teacher's long-term disability plan.

Section 5. Life Insurance Program
The School Corporation shall make a group life insurance protection plan available to the teachers. The School Corporation will pay the premium minus twenty-five cents ($0.25) for each teacher's life insurance protection plan. All full-time teachers covered shall receive a policy with a face value of $50,000. Part time teachers will receive benefits as defined under section 12.

The plan shall also include a provision under which the beneficiary or estate of a protected teacher shall be paid an amount equal to two times face value of the policy if the teacher's death was the result of an accident.

Additional life insurance for employees and spouses will be made available with premiums paid through payroll deduction.

Section 6. Section 125
A Section 125 plan will be made available to teachers. Both first and second-generation items will be included. Participating employees will pay the monthly cost for generation two.

Section 7. Dental Insurance
The Board will make a dental insurance plan available to teachers. The Board will pay the premium minus twenty-five cents ($0.25) for each teacher on the single plan. The Board will contribute 80% toward the cost of the family plan.

Section 8. Vision Insurance
The Board will provide a vision insurance plan for all teachers and will pay the premium minus twenty-five cents ($0.25). The Board will offer a family vision plan and pay 80% of the premium.

Section 9. Effective Dates for Insurance Benefits
All insurance benefits will be effective based on the following:

First official day of employment is on or before the 10th of the month – Benefits begin the first day of the following month (For example, an employee who starts on October 10th will start receiving benefits on November 1st.)

First official day of employment is the 11th of the month or later – Benefits begin the first day of the month following the next month. (For example, an employee who starts on October 11th will start receiving benefits on December 1st.)

For teachers that leave the district in the middle of a school year, all insurance benefits will terminate based on the following:

Last official day of employment is on or before the 10th of the month – Benefits would end at the end of that month. (For example, an employee who works through the end of the day on October 10th would receive benefits through the last day of October.)

Last official day of employment is the 11th of the month or later – Benefits would end at the end of the month following the next month. (For example, an employee who works through the end of the day on October 11th would receive benefits through November 30th.)

For teachers that leave at the conclusion of a school year and work the last day, all insurance benefits would be effective until August 31st of that year.

Section 10. Death Benefits

Any teacher who dies while employed by the Board shall receive, payable to the teacher's estate, heirs or assigns, full eligible benefits and accumulated sick leave over 70 (seventy) days, capped at 20 (twenty) days, as would be paid for retirement.

Section 11. 403(b)

The Board will provide a 100% match on employees' deferral up to a maximum of 5% of their base salary (excluding ECAs).

Section 12. Part-Time Benefits

A teacher employed less than full-time shall be eligible for the following benefits:

A. Certified Staff: Half-time or more. (3.5 hours for 185 or 92.5 full days per year)
Leave benefits become available with the first day of employment.

1. Bargaining unit employees who work half-time or more are eligible for sick leave, personal leave, and other benefits.
    a) Employees in this category who work on a daily basis, but for a shortened time each day will receive leave benefits for the same number of units as full-time employees in the same category receive in days. (e.g. If a bargaining unit employee in this situation works mornings only, that employee would still receive seven units of sick leave. Each day missed would use one of those units.)
    b) Bargaining unit employees who work full-length days, but who work fewer than the full 185-day amount will have leave benefits pro-rated in proportion to the number of days worked. (e.g. A person who works half of the days would receive three and a half sick leave days instead of seven.)
2. Health insurance is available only with underwriting approval to employees working one semester or more. If such approval is given, the School Corporation would contribute one half of the amount contributed for full-time employees.
3. Life insurance is provided to employees working one semester or more at one half of the face value received by full-time employees in the same category at the cost of $0.25 per year.
4. Long-term disability insurance will be provided at the cost of $0.25 per year.
5. Dental insurance is available with the School Corporation contributing half the amount it contributes for full-time employees.
6. Vision insurance is available with the School Corporation contributing half the amount it contributes for full-time employees.

7. Days under contract at Hamilton Southeastern may be combined for a total of 120 days for a year of experience on the salary schedule.

B. Certified Staff: Less than half-time.
   1. No additional benefits are available.

C. Certified Staff: Temporary teacher full year.
   1. The teacher is eligible for full health and leave benefits.

D. Certified Staff: Temporary teacher for one semester but less than 120 days.
   1. Sick and personal leave will be prorated based on what portion of the year the contract covers.
   2. Health insurance: If a teacher is teaching full-time (all day) for the contracted period the School Corporation contribution will be the same rate as a full-time teacher but only for the period of time under contract. At the end of the contract, if the teacher chooses to continue health insurance under COBRA provisions, that teacher would have to pay the full premium plus a 2% administrative surcharge.
   3. Life and LTD insurance are available for $0.25 each for the period of time covered by the contract.
   4. Dental insurance is not available to persons under contract for less than 120 days.
   5. Vision insurance is not available to persons under contract for less than 120 days.

E. Certified Staff: Temporary teacher one grading period or 9 weeks but less than one semester.
   1. Sick and personal leave will be prorated as units based on what portion of the year the contract covers.
   2. There are no insurance benefits.

F. Certified Staff: Temporary teachers less than one grading period, or 9 weeks.
   1. There is no temporary contract. The first 15 days will be paid at the substitute teacher rate.** Beginning the 16th day, pay will be at the appropriate teacher rate based on salary schedule placement.
   2. There are no leave benefits.
   3. There are no insurance benefits.

** If the temporary teacher is coming from another HSE position to fill a leave, the pay rate for the first 15 days will be at the same rate as that position if it pays more than regular sub pay. These temporary teachers may retain benefits of their previous positions.

Section 13. Background Check

In accordance with Indiana law, all teachers not defined as a new hire must have an expanded criminal history check and expanded child protection index check every five years. The School Corporation will assume all costs associated with obtaining the expanded criminal history check and expanded child protection index check.

ARTICLE IV

Leaves

Section 1. Sick Leave

A. Sick Days

Teachers are granted seven (7) days at full pay for absence due to physical, mental, or emotional health or medical appointments which could not be scheduled outside the regular school day, or illness of an immediate family member as defined in Section B below. Teachers shall be allowed to accumulate 120 sick days. Accumulations above 120 prior to the 2025-2026 school year will be honored. No new days will be accumulated to totals already beyond the 120-day limit.

To receive your full complement of sick days, you must work the first contract day of the school year. Otherwise, your allocation of sick days will be pro-rated.

Doctor's notes may be required for absences of over three (3) days.

Paid Time Off (PTO)

Effective, June 30, 2027, sick leave days (and personal leave days) shall be replaced with PTO days as described herein. Fourteen (14) PTO days shall be granted during the contractual year without loss of pay to any teacher for the transaction of personal business. To earn PTO days, a teacher must work on the first contract day of the school year. Otherwise, the allocation of paid absence days will be pro-rated. Any unused PTO days at the end of the year shall transfer and be added to the accumulated sick days.

All PTO days must be used first before accumulated sick leave days can be used in a school year. After a teacher has used three or more consecutive days from their accumulated sick leave days, medical certification will be required.

Teachers on a temporary contract who are hired as a permanent teacher: 1) in the same school year; or 2) by the first teacher contract day of the school year immediately following the temporary contract, may transfer any unused PTO days to their accumulated sick days.

A non-illness request must be made via the substitute management system 48 hours in advance. Emergency situations will be considered on a case-by-case basis.

Any non-illness consecutive absences over three (3) must be submitted to the building principal at least one week prior to the first proposed absence day. Additionally, no more than five (5) consecutive paid absence days may be taken during the school year. In extreme circumstances (i.e. family emergency), a teacher may request to their building principal additional consecutive days.

B. Sick Days Used for Family Illness

A teacher shall be allowed to use up to twenty (20) accumulated days for illness in the immediate family. Additional sick days may be used with district level administration approval. For emergency childcare leave see Article IV Section 7. This provision runs concurrently with Section 9 of this same Article.

C. Sick Day Transfer
Teachers may transfer unused sick leave at the rate of six (6) days per year, from the last accredited school by which the teacher was under contract. This transfer shall begin with the second year the teacher is employed by the Board under a regular contract.

D. Return from Military Leave
A teacher returning from military leave will be credited with sick leave days accumulated by the teacher prior to the leave.

Section 2. Annual Sick Leave Conversion

A. Each school year, a teacher may sell back any accrued unused sick days over seventy (70) as of June 30th, of that school year, but capped at twenty (20) days per year to their 457(b) account at $60.00 per day. There is no vesting requirement for these funds.

B. Upon retirement from the School Corporation, the teacher may elect to donate up to fifteen (15) days of unused sick leave to the sick bank. This is only if days remain after selling back any days first.

Section 3. Sick Leave Bank

A. General Rules and Regulations:

1. Participation in the Sick Leave Bank program is limited to bargaining unit members who donate to the Bank in the current year and shall be for personal illness.
2. Accumulated sick days must be exhausted before days granted from the Sick Leave Bank may be used.
3. For requests pertaining to Long-Term Disability, the maximum increment of days that may be granted is the lesser of ninety (90), or the number of days until long term disability insurance takes effect. The number of contracted days between the approval of the request and the granting of long-term disability is the maximum number of days a member may borrow per incident. Requests may be made multiple times but the total number of days granted is capped at ninety (90) school days.
4. All other requests from the Sick Leave Bank may be granted for the period of leave supported by appropriate medical documentation. A member may receive no more than ninety (90) total Sick Leave Bank days for the same illness, condition, or related medical situation, regardless of whether the leave extends across more than one school year.
5. If the original sick leave days certified by a doctor are less than 90 days, but the Committee has already approved up to 90 days, then upon the teacher providing updated medical certification to support the need for additional leave days, then the Chair of the Sick Leave Bank Committee may approve or disapprove the additional days that have been requested. If additional days are needed beyond the period originally approved, the member must submit updated medical documentation.
6. A new, unrelated medical condition may qualify for a separate request, subject to the rules of the Sick Leave Bank.
7. There is NO required waiting period before the application to the Sick Leave Bank may be filed. However, if a non-member of the Sick Leave Bank is already in the midst of any type of leave, they may not become a member to

request a grant of days.

8. Paperwork signed by an appropriate medical provider verifying the employee's need for leave must accompany the application to the Sick Leave Bank.
9. Enrollment Period: Two (2) sick days must be contributed the first year of enrollment as a member of the Sick Leave Bank at the start of the school year up through October 1st. New hires after October 1st will have thirty (30) days to enrollment in the bank.
10. Participation in the Sick Leave Bank shall be on a voluntary basis. Should a member withdraw and choose to reenter, the contribution to reenter shall be two (2) days. However, contributed days will be forfeited by the individual if the membership is canceled.
11. Any unused Sick Leave Bank days remaining in the Bank at the conclusion of the school year shall be carried over to the next school year.
12. All contributions of sick leave days will be from the employees. No days will be contributed by the Board.
13. A committee of one (1) teacher from each building will be designated each September to administer the Bank.
14. All requests for utilization of the Bank will be directed to this Committee anonymously for approval or denial.
15. The Rules and Regulations governing the Sick Leave Bank shall be available to all bargaining unit members in the office of each building principal.
16. Upon reasonable notice, all records concerning the Sick Leave Bank shall be made available to the Sick Leave Bank Committee.
17. The HSEA President will select the Sick Bank Chairperson who shall be responsible for communicating any request anonymously to the Sick Leave Bank committee members.
18. The Sick Bank must maintain a minimum of 100 days. If the bank falls below the minimum requirements then continuing members must contribute one (1) day.
19. All records as to the number of days within the Sick Leave Bank, contributed to the Bank, and authorized use from the Bank shall be maintained by the Sick Leave Bank Committee.
20. Two-thirds (2/3) of the members of the Sick Leave Bank Committee must agree to the request of an applicant in order for the requested days to be awarded.
21. If all eligible employees withdraw their Sick Bank membership, the Bank will divide the remaining days among the current Bank members.
22. The Sick Leave Bank Committee may exercise its right to deny requested days even if a doctor's note is given.
23. No appeals exist for the Sick Bank Committee's decision.
24. Members of the Sick Leave Bank Committee shall receive training on HIPAA compliance annually. New members of the Sick Leave Bank Committee shall receive training prior to participating in Committee work.

B. Procedure to Join

1. Contributions can be made at the start of the school year until October 1st or within thirty (30) days for new hires after October 1st.
2. All contributions shall be made on the Sick Leave Bank Contribution Form.
3. The Sick Leave Bank Contribution Form shall be available to all bargaining unit members

4. Persons leaving the School Corporation and currently belonging to the Bank may not withdraw their unused contributed sick leave days from the Bank.
5. Upon completion of the Sick Leave Bank Contribution Form, the certified staff member shall return said form to his building committee member who shall be responsible for delivering said form to the chairperson. If any errors appear on the Sick Leave Bank Contribution Form, the contributing member shall be notified by the chairperson so that proper corrections may be made.

C. Request for use of Sick Leave Bank Days
1. All requests for Sick Leave Bank days shall be made on the digital request forms.
2. The form must be completed and signed by the requested member's health care provider
3. The Sick Leave Bank Request Form shall be available in the Office of the Principal of each building.
4. Upon completion of the Sick Leave Bank Request Form, it must be submitted to the building committee member. After the Sick Leave Bank Committee has ruled on the request, the disposition of the Committee shall be provided to the requesting employee.

Section 4. Family Medical Leave Act

A. FMLA will run concurrent with sick leave.
B. The Board will follow procedures required to comply with the Family Medical Leave Act (FMLA).

Section 5. 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. A teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and the rest of the semester following the birth of the child plus one additional semester (maximum 2 semesters of leave). Teachers giving birth in the summer months may take two (2) full semesters of leave. The teacher must notify HSE Benefits Manager at least thirty (30) days before the date on which she wishes to start her leave. She shall notify her principal of the expected length of this leave, complete a Maternity Leave Form 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. The principal will send the maternity leave form with a change of status form to the HSE Benefits Manager to be approved by the Board of School Trustees. Once approved by the Board of School Trustees, the teacher may not resume duties earlier than the approved return date unless agreed upon by the teacher and administration. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, immediately on her request and the certification of the emergency from an attending physician.

2. 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.

3. Teachers on maternity leave must notify HSE Benefits Manager at least two (2) months prior to the expiration of the leave of their intention to return to work, except in cases of emergencies.

Important Maternity Leave Information

- At least thirty (30) days before you wish to start your leave complete a Maternity Leave Form and send it to the Benefits Manager at Central Office along with a note from your doctor indicating your due date. Also, let your principal know the dates you will be on leave.

- Your last day of teaching will be the date that you designate on the Maternity Leave Form (if needed, you can go earlier). Once that form has been filed, you may not change to a later date. On the return date, you cannot come back early but if you may extend that date by notifying your principal in writing.

- Six (6) consecutive weeks following the birth (eight (8) weeks for c- section) is the period in which you may use sick days. 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.

- 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.

- Sick days from the sick leave bank are not used for pregnancy or care of the new baby. You may apply to the Sick Leave Bank (if participating) if complications occur and you are out of sick days.

You can continue your insurance, under FMLA, at employee rate for up to twelve (12) weeks during any rolling twelve (12) month period. Further continuation of benefits is determined by the number of total days worked during the year before the leave started. After that, you may continue under COBRA (significantly higher cost) for eighteen (18) months.

- If enrolled in the short-term disability plan, you will need to complete a claim form for processing (available from Benefits Manager).

- To receive your full complement of sick days, you must work the first contract day of the school year. Otherwise, your allocation of sick and personal days will be pro-rated. You cannot work the first contract day if it falls within the six (6) weeks (eight (8) for C-section) that you are considered medically disabled.
- If you have questions or need clarification, please contact the benefits manager in the Human Resources Department at the Administration Building.

Section 6. New Dependent Leave
A teacher may elect to use up to thirty (30) sick days within nine (9) months of a child's birth or foster or adoptive placement with the teacher. The thirty (30) day maximum applies regardless of the number of births or placements in a given year. New dependent leave cannot be used in conjunction with maternity leave. New dependent leave runs concurrently with FMLA and applicable FMLA regulations will apply.

Section 7. Emergency Leaves - Child Care, Spousal, and Parent
A teacher may apply for an unpaid leave of absence for up to a year to care for a child, a spouse, or a parent.

Administration will attempt to place a teacher returning from a leave to the position held before the leave, a substantially equivalent position, or a preferred open position. Administration may need to place the teacher in a position in the best interest of the district. Teachers returning from a full year, or second semester leave must inform the administration of their intent to return by March 1st. Failure to do so could result in loss of position. Teachers returning from a leave before the end of the school year must inform the administration of their intent to return, two (2) months prior to the end of the leave. Failure to do so could result in loss of position. Emergency situations will be handled on a case-by-case basis.

A leave under this section runs concurrently with a leave under Section 1 of this Article.

Section 8. Emergency Child Care/Spousal Care Leave Sick Day Donation
A teacher may donate one sick day per year to another teacher, who has exhausted all his/her sick days, to be used toward an approved paid emergency child care/spousal care leave. A maximum of twenty-five (25) days can be donated and used for an emergency child care/spousal care leave per year. All emergency child care/spousal care leave donations and leaves must be approved by district level administration.

Section 9. Workers' Compensation
Days missed due to injuries which would qualify for coverage by workers' compensation insurance will not be charged against sick leave accumulation. The Board shall pay to such employee the difference between his/her salary and benefits received under the Indiana Workers Compensation Act for the duration of such absence.

Section 10. Bereavement Leave
In case of death of a teacher's spouse, fiancée, child, unborn child, guardian children, adoptive children, parent, or siblings the teacher shall be provided with seven (7) paid working days.

In case of death within the immediate family, the teacher shall be provided with five (5) paid working days. The immediate family means grandchildren, grandparents, and each similar relationship established or to be established by marriage, or anyone residing in the same household as the absent teacher.

In case of death of an aunt, uncle, niece, nephew, or cousin and each relationship established by marriage or to be established, the teacher shall be provided with one (1) paid

working days.

A teacher who is otherwise not covered by this Bereavement Leave Policy, may be granted up to three (3) paid working days if the teacher is the executor of the estate, sole surviving relative, or is the legal guardian. These days may not be stacked with the above allocation of days.

All bereavement days must be used within one (1) year of the death.

A teacher may take one (1) day of sick leave to perform an active role in a funeral service (e.g. pallbearer, organist, singer, eulogist etc.) A teacher may request the use of sick days for travel. Bereavement leave request for military services will be granted on a case by case basis.

If arrangements for the viewing/funeral of a HSE employee or student falls within the school day, every attempt will be made to release staff members that request to attend.

Teachers may use additional sick or personal days as needed.

Section 11. Child Care Leave

Immediately after a maternity, new dependent, or adoptive leave, an unpaid leave, up to two (2) semesters, may be granted for care of the teacher's child. The teacher must request a child care leave, in writing, to the HSE Benefits Manager before the end of the current leave. The child care leave is limited to one (1) leave per ten (10) years. Emergency situations will be addressed on a case-by-case basis.

Administration will attempt to place a teacher returning from a leave to the position held before the leave, a substantially equivalent position, or a preferred open position. Administration may need to place the teacher in a position in the best interest of the district. Teachers returning from a full year, or second semester leave must inform the administration of their intent to return by March 1st. Failure to do so could result in loss of position. Teachers returning from a leave before the end of the school year must inform the administration of their intent to return, two (2) months prior to the end of the leave. Failure to do so could result in loss of position. Emergency situations will be handled on a case by case basis.

Section 12. Personal Leave

Seven (7) personal leave school days shall be granted during the contractual year without loss of pay to any teacher for the transaction of personal business. Any additional unused personal days shall transfer and be added to the accumulated sick days. You must work the first contract day of the school year. Otherwise, your allocation of personal days will be pro-rated.

Teachers on a temporary contract who are hired as a permanent teacher: 1) in the same school year; or 2) by the first teacher contract day of the school year immediately following the temporary contract, may transfer any unused personal days to their accumulated sick days.

A request must be made via the substitute management system 48 hours in advance. Emergency situations will be considered on a case-by-case basis.

Any consecutive absences over three (3) must be submitted to the building principal at least one week prior to the first proposed absence day. Additionally, no more than five (5) consecutive paid absence days may be taken during the school year. In extreme circumstances (i.e. family emergency), a teacher may request to the human resources department additional consecutive days.

Paid Time Off (PTO)

As mentioned in Article IV, Section A above, effective June 30, 2027, sick leave days and personal leave days shall be replaced with PTO days.

Personal days before and after scheduled school breaks:

Surrounding Fall Break, Winter Break and Spring Break a maximum of two (2) teachers per hundred members, or a major fraction thereof, in the bargaining unit will be granted use of personal days. On all other holidays, including the beginning of school (all "teacher-only" days are included, except the last teacher day) a maximum of three (3) teachers per hundred members, or a major fraction thereof, in the bargaining unit will be granted use of personal days.

Approval will be made on a first come, first served basis with requests being made using a district-provided form or link from the HSE Benefits Manager.

Application may be made on the last teacher workday of the contract year at an advertised time. The approved requests may be for either before and/or after the break. If a teacher does not cancel a day approved before or after holidays/breaks within 48 hours of the absence, he or she will be charged for the day.

Exceptions may be made in cases of extreme, documented emergencies. Requests should be made to the human resources department.

Section 13. Professional Leave

When a teacher is granted permission by the Board for the purpose of attending and/or participating in professional meetings relating to education, workshops presented by colleges, universities or governmental agencies concerned with public school matters, or visitation to other school corporations or educational institutions for the purpose of observing instructional techniques or other instructional oriented programs, such leave shall be without loss of pay.

Section 14. Jury Duty Leave

A teacher may request a leave to serve on jury duty and will provide notice to the to the Payroll Department as soon as possible. The teacher will receive the regular pay for such leave days but will remit any jury duty pay to the School Corporation. However, if mileage and parking fees are paid by the Court the teacher will keep such payment.

Section 15. Subpoena Leave

If a teacher is subpoenaed to testify in a proceeding in which the Board and School Corporation are not involved, the teacher will be granted one day for subpoena leave. If

more than one day is required personal days may be used to receive pay if personal days are available. If personal days have been exhausted, sick days may be used to receive pay if sick days are available.

Section 16. Military Leave

Military leave for up to four (4) years shall be granted to any teacher who is inducted into the Armed Forces of the United States under the Military Selective Service Act for training and service. Military leave may be extended for one (1) year. The fifth year of service must be at the request and for the convenience of the Federal Government. Military leave is without pay. A teacher who has satisfactorily completed training and service as provided by shall have ninety (90) days to apply for reemployment following discharge from the service or release from hospitalization resulting from the service and continuing after discharge for up to one (1) year. A teacher returning from military leave will be credited with up to four (4) steps on the salary scale that the teacher would have earned had the teacher been actively employed during the leave. A teacher returning from military leave will be credited with sick leave days accumulated by the teacher prior to the leave.

Administration will attempt to place a teacher returning from a leave to the position held before the leave, a substantially equivalent position, or a preferred open position. Administration may need to place the teacher in a position in the best interest of the district. Teachers returning from a full year, or second semester leave must inform the administration of their intent to return by March 1st. Failure to do so could result in loss of position. Teachers returning from a leave before the end of the school year must inform the administration of their intent to return, two (2) months prior to the end of the leave. Failure to do so could result in loss of position. Emergency situations will be handled on a case-by-case basis.

Section 17. State/National Office Leave

A teacher elected to a state or national office shall be entitled to a leave of absence to perform the duties of the office. No more than one (1) teacher may be on such a leave at a time. The leave notice is to be submitted by the last day of the school year preceding the school year in which the leave is to be taken. The teacher will be treated the same as a teacher is treated when returning from any other unpaid leave except those specifically covered by federal and state law. This is a paid leave, and the School Corporation is reimbursed by ISTA.

Section 18. Association President Leave

The local association president will receive leave for fifty percent (50%) of each school day to conduct association business and carry out the duties of the president.

If the association president has not been rated ineffective or needs improvement, the president will be eligible for any increases afforded to other teachers.

Section 19. Association Leave

The Association President or his/her designee(s) shall be granted fifteen (15) days for Association business without loss of compensation. Sub cost will be paid by the School Corporation. A request should be made two days prior to the leave, if possible.

Section 20. Association Officer Leave
Association Officers, at the discretion of the Association President or his/her designee(s), shall be granted a total of twenty (20) days for Association Officer business without loss of compensation. Sub cost will be paid by the School Corporation. A request should be made two days prior to the leave, if possible.

Section 21. Sabbatical Leave
An unpaid leave, up to two semesters in length, may be granted for a sabbatical for up to one (1) teacher per two hundred bargaining unit members, or a major fraction thereof, each school year. Sabbatical leave may be taken following a written request, for improvement of professional skills through advanced study, work experience, teacher exchange programs, or approved educational travel. After taking a sabbatical, the teacher shall return for a length of time equal to that of the sabbatical leave. (Indiana Code 20-28-10-3).

To qualify, the teacher must have taught at Hamilton Southeastern Schools the full school year prior to taking the leave and have a minimum of five (5) years teaching experience at Hamilton Southeastern Schools to qualify. A request must be made in writing to the Director of Human Resources by May 1 for a sabbatical beginning 1st semester or December 1 for a sabbatical beginning 2nd semester. Teachers should submit a request in a timely manner to allow the position to be filled with a qualified candidate. Sabbatical leave applicants must conclude their leave at the end of a semester.

Sabbatical leave will only be granted once every ten (10) years.

Administration will attempt to place a teacher returning from a leave to the position held before the leave, a substantially equivalent position, or a preferred open position. Administration may need to place the teacher in a position in the best interest of the district. Teachers returning from a full year, or second semester leave must inform the administration of their intent to return by March 1st. Failure to do so could result in loss of position. Teachers returning from a leave before the end of the school year must inform the administration of their intent to return, two (2) months prior to the end of the leave. Failure to do so could result in loss of position. Emergency situations will be handled on a case-by-case basis.

Section 22. Physical Harm or Threat Leave
When a teacher is physically harmed by a student, or when the administration determines that a teacher has been subjected to a bona fide and credible threat of physical violence or serious intimidation by a student, the teacher will receive paid administrative leave for the remainder of the school day. Following the incident, the teacher and building administrator will meet to discuss any safety concerns and identify appropriate support or safety measures before the teacher returns to the classroom. A safety plan will be developed when appropriate. If the incident occurs at or near the end of the school day, the Superintendent or designee may approve paid administrative leave for the next school day.

Section 23. Summer School Absences
A teacher contracted to work 50% or more of the total summer school session on a supplemental contract will be allowed to be absent due to personal illness, family illness, or bereavement, as defined in this article. A teacher working 50% or more but, less than 100%

of the total summer school session will receive paid leave on a prorated basis, based on the percentage of total summer school session worked, rounded to the nearest half day up to one (1) summer school day without loss of pay. This paid leave will not count against a teacher's accumulated sick leave, and if not used, will be added to the teacher's accumulated leave. A teacher may be absent two (2) additional days, without loss of compensation, due to personal illness, and any such absence shall be counted against the teacher's accumulated sick leave.

Article V

Retirement

Section 1. Teacher Experience Level
For retirement, a full year of teaching experience and/or its equivalency will be as defined by INPRS/the Indiana Teachers Retirement Fund.

Section 2. Teacher Retirement Fund
The district shall pay the three percent (3%) employee share of each bargaining unit member's salary as the required portion of TRF.

Should the State allow or require member contributions greater than 3%, the Board would make the larger payment in the same manner.

Section 3. Matching 403 (b)
The Board will provide a 100% match on employees' deferral up to a maximum of 5% of their contract salary (excluding ECAs).

Section 4. 457(b) Plan
A. The School Corporation will provide a 457(b) plan for employee salary deferrals over the 403 (b) plan maximum. This account is immediately vested.
B. The School Corporation will also provide a 457(b) plan for sick day conversion. This account is immediately vested as well.

Section 5. VEBA Account
A. The School Corporation agrees to establish a VEBA (voluntary employees' beneficiary association) trust account.
B. Teachers hired prior to the 2001-2002 who retire with 15 years in the School Corporation or age and all public-school teaching years equal to 80, will be entitled to $850 per year until Medicare eligible, but in no event for more than six years. When a teacher turns 65, that year's contribution will be prorated. These amounts will be transferred from the School Corporation unallocated VEBA account into individual VEBA accounts.
C. New hires mean those who were (i) not on contract for any part of the 2001-02 school year or (ii) who were not on leave under the professional agreement for the 2001-02 school year. Once a teacher retires with 15 years at the School Corporation or age and all public- school teaching years equal to 80, they will be entitled to use funds from the

VEBA Health Insurance Retirement Account to pay health care expenses.

D. In the past, the Board contributed 1.50% of the gross salary to the VEBA Health Insurance Retirement Account, but for the term of this agreement, contributions to the VEBA account will be suspended.

Section 6. Medical, Dental and Vision Insurance

A teacher who is employed as a bargaining unit member at the time of retirement will be eligible for the following benefits provided the teacher has otherwise satisfied the requirements and conditions described.

The teacher must have completed not less than (15) fifteen years of service as a professional educator with the Corporation and must meet INPRS retirement qualifications. Immediately following retirement, the teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's health, dental, or vision insurance by paying the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's insurance plans, 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. Therefore, the right to extended coverage shall not override any rights to continue health care coverage as required by COBRA.

Section 7. Health Care Center

All retirees, spouses, and children covered by the Corporation's health insurance plan will have access to the Health Care Center while they remain on the health insurance plan.

ARTICLE VI

Professional Grievance Procedure

Section 1. Definitions As used in this Article IX:

1. "Grievance" is hereby defined as a claim against, or a dispute with the Board by a teacher or teachers involving the interpretation or application of the express terms of this Agreement. A grievance shall not include a claim or dispute involving the termination or non-renewal of any teacher.
2. "Association representative" means the teacher designated by the Association to act as its representative.
3. "Aggrieved teacher" means a teacher who has a grievance.
4. "Principal" means the principal of the school to which the aggrieved teacher is assigned.
5. "Immediate supervisor" means a "supervisor" as the term is defined under Public Law 217, to whom the aggrieved teacher is directly responsible.

Section 2. Procedure

In the event a teacher believes there is a basis for a grievance, such teacher shall institute the following steps:

Step I

The aggrieved teacher shall, within ten (10) school days from the date that the grievance is discovered, or reasonably should have been known to the aggrieved teacher, present the grievance to the building principal during non-teaching hours. The building principal shall orally answer the grievance within five (5) school days after it is presented by the aggrieved teacher.

Step II

Within seven (7) school days after receiving the building principal's oral response or, if the principal has not given an oral response, within the allotted time, the aggrieved teacher may submit a written grievance to his principal or immediate supervisor. Such grievance shall be set forth on a form mutually agreeable to the Board and Association which is incorporated in the Agreement as Appendix III. The principal or immediate supervisor shall provide a written disposition of the grievance within seven (7) school days.

Step III

Within seven (7) school days after receiving the written decision from the principal or immediate supervisor under Step II, or if the principal or immediate supervisor has made no disposition of the case within the allotted time, the aggrieved teacher may appeal the decision to the Superintendent. Such appeal must be made in writing and refer the original written grievance submitted. If such appeal is mailed, it shall be deemed submitted to the Superintendent on the date of the postmark.

Within seven (7) school days from the date of receipt, the Superintendent shall meet with the aggrieved teacher the Association representative and/or the Association President or designate; and the principal and/or immediate supervisor. Within seven (7) school days of the Step III meeting, the Superintendent shall deliver to the Association a written disposition of the grievance.

Step IV

If the grievance is not satisfactorily resolved in Step III, or if the Superintendent fails to answer the grievance as required, the Association may within twelve (12) school days request a hearing before the Board regarding the unresolved grievance. The Board shall fully consider the grievance at a regular or special meeting following the Association's request and will render a written decision regarding the grievance within twelve (12) school days from the date of such meeting.

Section 3

Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits in this Article (IX) shall be strictly observed unless extended by written agreement of the parties.

If a grievance is pending at the close of the regular school year, then any time limits occurring after the last day of classes shall be changed from school days to calendar days and an additional three (3) calendar days will be added to the time limits.

Section 4

The President of the Association, or the President's designated representative, shall be permitted to visit the building or buildings involved in a grievance to investigate the grievance and to confer with the aggrieved teacher. Such visits shall be conducted outside regular school hours, and the President or the designee shall give notice to the building principal before commencing such a visit. The teacher shall be entitled to be represented by an Association representative in all steps of the grievance procedure. Such representative shall have the right to make comments and express views in any step of the procedure.

If the subject matter of a grievance involves teachers from more than one building, the Association may submit a grievance pursuant to Step III provided that building principals will be given copies of the grievance and allowed to attend any grievance meetings.

Article VII

Attestation, Effective Date, & 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 2, 2026, 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 28, 2026, 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 twelve (12) months from July 1, 2026 through June 30, 2027.

C. Contract Date - This Contract is made and entered into at Fishers, Indiana, on this 4th day of November, 2026, of, by and between the Board of School Trustees of the Hamilton Southeastern Schools, County of Hamilton, State of Indiana, party of the first part, and the Hamilton Southeastern Education Association, party of the second part.

D. Contract Signatures - This Contract is attested to by the parties whose signatures appear below.

For the Association:

Bargaining Chairperson

Bargaining Chairperson

Date: 11/04/2026

For the Board:

President

Secretary

Date: 11/4/26

Appendix I
New Hire Schedule
Upon Ratification – Beginning November 4, 2026

Salaries in the tables below are solely for the hiring of new staff members for the school year negotiated in this Agreement.

Bachelors				**Masters**		
Teaching Experience	Salary	With Literacy Endorsement		Teaching Experience	Salary	With Literacy Endorsement
0	$49,500	$49,700		0	$53,500	$53,700
1	$50,500	$50,700		1	$54,500	$54,700
2	$51,500	$51,700		2	$55,500	$55,700
3	$52,500	$52,700		3	$56,500	$56,700
4	$53,500	$53,700		4	$57,500	$57,700
5	$54,500	$54,700		5	$58,500	$58,700
6	$55,500	$55,700		6	$59,500	$59,700
7	$56,500	$56,700		7	$60,500	$60,700
8	$57,500	$57,700		8	$61,500	$61,700
9	$58,500	$58,700		9	$62,500	$62,700
10	$59,500	$59,700		10	$63,500	$63,700
11	$60,500	$60,700		11	$64,500	$64,700
12	$61,500	$61,700		12	$65,500	$65,700
13	$62,500	$62,700		13	$66,500	$66,700
14	$63,500	$63,700		14	$67,500	$67,700
15	$64,500	$64,700		15	$68,500	$68,700
16	$65,500	$65,700		16	$69,500	$69,700
17	$66,500	$66,700		17	$70,500	$70,700
18	$67,500	$67,700		18	$71,500	$71,700
19	$68,500	$68,700		19	$72,500	$72,700
20	$69,500	$69,700		20	$73,500	$73,700
21	$70,500	$70,700		21	$74,500	$74,700
22	$71,500	$71,700		22	$75,500	$75,700
23	$72,500	$72,700		23	$76,500	$76,700
24	$73,500	$73,700		24	$77,500	$77,700
25	$74,500	$74,700		25	$78,500	$78,700

Appendix II

Extra Curricular Contracts

1= $400.00

The ECA stipend is for time outside the contracted school day

- **Any information in the ECA schedule beyond the wages was not bargained and is included for informational purposes only.**
- **The Parties have created and utilize an ECA committee to maintain this Appendix.**
- **If teachers choose, they may split a stipend. This is included for informational purposes only and was not bargained.**
- **ECA Payments will be made according to the published district schedule.**

Category	Multiplier	The number of positions is included for informational purposes only and was not bargained
I. Academics		
Business-A		
1. DECA Team Sponsor	4	add an additional sponsor with every 60 students
2. Fan Stand	12	up to 12 paid out of Fan Stand proceeds
3. Student Entrepreneurial Class Sponsor	12	Paid out of class proceeds
General-B		
1. High School Academic Team Sponsor	11	
2. High School Academic Team Consultant	2	up to 4
3. Junior High Academic Team Sponsor	7	
Humanities-C		
1. High School Debate Team	3	up to 1 sponsor per school
2. High School Ethics Bowl	2	
3. High School Head Mock Trial	4	
4. High School Asst. Mock Trial	2	add assistant with 15 competitions or more
5. High School Model UN Sponsor	4	add 2nd sponsor with 45 students or more
6. High School Head Speech Team	8	minimum of 4 competitions
7. High School Asst. Speech Team	7	minimum of 4 competitions, add 3rd sponsor with 90 students with principal approval
8. Jr. High Speech Team	5	minimum of 4 competitions, add 2nd sponsor over 30 students
9. High School "We the People" Sponsor	10	
10. High School "We the People" Assistant Sponsor	2	
11. Jr. High "We the People" Sponsor	3	
Media-D		
1. High School Literary Magazine	3	
2. High School Mass Media	5	

3. High School Newspaper	12	
4. High School Sports Network	12	up to 2 sponsors per school
5. High School Yearbook	12	
6. Jr. High School Video Media Broadcasting	8	
7. Jr. High School Yearbook	6	

STEAM-E		
1. Club Med High School HOSA	2	
2. Odyssey of the Mind Coordinator	7.25	up to 4 coordinators for district
3. Odyssey of the Mind Elementary Coordinator	2	up to 9 coordinators for district
4. High School Math Team	8	minimum of 4 competitions, up to 2 sponsors per school
5. Jr. High Math Team	7	up to 1 sponsor per school
6. High School Robotics Team Sponsor	5	
7. High School Assistant Robotics Team Sponsor	4	added with over 30 students
8. High School Science Olympiad Sponsor	4	up to 2 sponsors per school
9. Intermediate Math, Science, and Spell Bowl	3	
10. Elementary Math, Science, and Spell Bowl	3	
11. Elementary, Intermediate, & JH Robotics	3	
II. Athletics		
Baseball-F		
1. High School Head Coach	16	
2. High School Assistant Coach	10	
3. JV Baseball	10	
4. JV Assistant Baseball	6	
5. Freshman Baseball	10	
6. Freshman Assistant Baseball	4	
Basketball-G		
1. High School Head Coach	28	
2. High School Assistant Coach	14	
3. JV Basketball	14	
4. Freshman Coach – Boys & Girls	11	
5. Grade 8 Coach	10	
6. Grade 8 Assistant Coach	6	if under contract for 13-14/grandfathered at 9
7. Grade 7 Coach	10	
8. Grade 7 Assistant Coach	6	if under contract for 13-14/grandfathered at 9
9. Grade 6 Coach	5	Grade 6 coaches hired prior to the 08-09 school year are grandfathered at 9
10. Grade 6 Assistant Coach	3	
Cheer-H		
1. High School Competition/ Varsity Football Head Coach	14	
2. High School Varsity Assistant Coach	7	football
3. High School JV Coach	6	per season (2 seasons / football/basketball)
4. High School Varsity Basketball Coach	7	per season (1 season) girls and boys

5. Freshmen Coach	5	per season (2 seasons / football/basketball)
6. 7th/8th cheer coach (per season)	5	football, boys basketball, girls basketball
7. 7th/8th asst. cheer coach (per season)	3	football, boys basketball, girls basketball

Cross Country-I		
1. High School Head Coach	15	
2. High School Assistant Coach	8	
3. Jr. High School Head Coach	9	
4. Jr. High School Assistant	6	
Football-J		
1. High School Head Coach	28	
2. High School Assistant Coach	14	
3. Freshman Coach	11	
4. Grade 8 Coach	10	
5. Grade 8 Assistant	6	if under contract for 13-14/grandfathered at 9
6. Grade 7 Coach	10	
7. Grade 7 Assistant	6	if under contract for 13-14/grandfathered at 9
Golf-K		
1. High School Head Coach	14	if under contract for 16-17/grandfathered at 15
2. High School Assistant	8	
3. Jr. High School Coach	7	
Lacrosse-L		
1. High School Varsity Head Coach	15	
2. High School Varsity Assistant	9	
3. High School JV Head Coach	9	
4. High School JV Assistant	6	
Soccer-M		
1. High School Head Coach	16	
2. High School Assistant Coach	9	
3. JV Soccer	9	
4. Freshman Soccer	9	
5. Freshman Assistant Coach	4	
Softball-N		
1. High School Head Coach	16	
2. High School Assistant Coach	10	
3. Freshman Coach	10	
4. JV Softball Coach	10	
5. JV Assistant Softball Coach	6	
6. Freshman Assistant Coach	4	
Swimming-O		
1. High School Head Coach	18	
2. High School Assistant Coach	10	
3. High School Assistant Dive Coach	10	
Tennis-P		

1. High School Head Coach	14	if under contract for 16-17/grandfathered at 15
2. High School Assistant	8	
3. Jr. High School Coach	8	
4. Jr. High Assistant	6	
Track-Q		
1. High School Head Coach	15	
2. High School Assistant Coach	10	
3. Jr. High School Coach	8	
4. Jr. High Assistant Coach	6	
5. Elementary Track Coordinator	1	1 coordinator per site-up to 4 district wide
6. Elementary Track Coach	2	per building
7. Intermediate Track	3	
Volleyball-R		
1. High School Head Coach	16	
2. High School Assistant Coach	10	
3. JV Volleyball	10	
4. Freshman Coach	10	
5. Grade 8 Coach	10	
6. Grade 7 Coach	10	
Wrestling-S		
1. High School Head Coach	17	
2. High School Assistant Coach	10	
3. JV Coach	10	
4. JV Assistant Coach	5	
5. Jr. High Head Coach	10	
6. Jr. High Assistant Coach	6	
Event Coordinator-SS	7	1 per season, per high school (3 seasons)
Intramurals-T	3	per season
Unified Sports-TT		
1. High School Unified Track Coach	8	
2. High School Assistant Unified Track Coach	6	
3. High School Unified Flag Football Coach	8	
4. High School Assistant Unified Flag Football Coach	6	
5. High School Unified Bocce	2	
6. High School Unified Bowling	2	
7. High School ESports Coordinator	4	
III. Fine Arts		
Band-U		
1. High School Instrumental Music	10	
2. High School Jazz Band	4	
3. High School Marching Band	11	
4. High School Pep Band	3	
5. High School Percussion Director - Fall	6	
6. High School Percussion Director - Winter	7	
7. Jr. High School Instrumental	10	

8. Jr. High School Jazz Band	3	
9. Jr. High School Pep Band	2	
Choir-V		
1. High School Choir	10	
2. High School Competition Choir Director	9	
3. High School Competition Choir Asst. Director	7	
4. Jr. High School Choir	8	
5. Intermediate School Choir	5	
6. Elementary Choir or Ensemble	4	if rehearsal is outside of the student day or teacher prep time is reduced
Dance-W		
1. High School Dance Team Coach	7	
2. High School Assistant dance team Coach	4	
3. Jr. High Dance Team Coach	3	
Guard Sponsor-X		
1. High School Fall Color Guard Director	6	
2. High School Winter Guard Director	7	
3. Jr. High Winter Guard	4	
Orchestra-Y		
1. High School Orchestra	10	
1a. High School Orchestra Assistant	5	up to 2 positions per school
2. Junior High Orchestra	8	
3. Intermediate Orchestra	2	
Play or Musical Performance-Z		
1. High School Head Play or Musical Director	10	for each approved production
2. High School Instrumental Assistant	7	for each approved production
3. High School Vocal Assistant (Musical)	7	for each approved production
4. High School Staging/Direction (Musical)	7	for each approved production
5. High School Technical Assistant (Musical)	7	for each approved production
6. High School Student Made Film	4	up to 1 sponsor per school
7. High School Play Assistant Directors	7	for each approved production-maximum 2
8. Junior High School Directors	5	for each approved production-maximum 2
9. Intermediate School Directors	4	for each approved production
10. Elementary Production	2	for each approved production
District Art Show-ZZ		
1. District Art Show	1	Per participating art teacher displaying student artwork
IV. Staff Leadership		
Coordinator-AA		
1. High School Aquatics Coordinator	7	
2. High School Auditorium Director	10	
3. 7th Grade Camp Coordinator	7	
4. Commencement coordinator	6	
5. Elementary Counselor Coordinator	3	
5a. Intermediate Counselor Coordinator	3	
5b.Jr. High Counselor Coordinator	3	

6. Jr. High Fundraising Coordinator	2	up to 2 paid out of fundraiser proceeds
7. High Ability Building-Level Coordinator	3	
8. Teacher Librarian Coordinator	3	
9. Multi-Tiered System of Supports Coordinator	3	
10. School Alternate P.E. Credit Coordinator	1	1 up to 100 students with an additional 1 for each 100 students rounded to the closest 100. Only one person per building will receive this stipend
11. School Psychologists' Coordinator	3	
12. Speech and Hearing Coordinator	3	
13. Suicide Prevention Coordinator	3	
14. IB Coordinator	9	
15. IB CAS Coordinator	2	
16. IB Extended Essay Coordinator	2	
17. Summer Internship Supervisor	$30/hr	
99. Social Emotional Learning Building Coordinator	3	
Department Chair-AB		
Guidance Department Chair	7	
Junior High - dept. chair included in count		
1. One to three teachers	4	
2. Four to six teachers	5	
3. Seven to nine teachers	6	
4. Ten or more teachers	7	
Guiding Coalition – AC		
High School Guiding Coalition Position	3	Up to 30 per high school
V. Student Leadership		
Class Sponsor-AC		
1. Senior Class	3	three sponsors
2. Junior Class	3	three sponsors
3. Sophomore Class	1	two sponsors
4. Freshman Class	1	two sponsors
5. 8th Grade Class	1	
6. 7th Grade Class	1	
Freshman Orientation-AD		
1. Freshman Orientation/school advisement coordinators	$1,200.00	2 per high school-teachers who participate less than 4 1/2 days will be prorated accordingly
2. Freshman Orientation/school advisement teacher facilitators	$700.00	up to 11 per high school-teachers who participate less than 4 1/2 days will be prorated accordingly
National Honors Society-AE		
1. High School National Honor Society	5	up to 2 sponsors per school

2. Jr. High National Honor Society	2	add an additional sponsor with over 100 students
Student Council-AF		
1. High School Student Council	6	up to 3 sponsors per school
2. Junior High Student Council	5	up to 2 sponsors per school
3. Intermediate School Student Council	4	per person, up to 2 sponsors per school
4. Elementary Student Council	2	per person, up to 1 sponsor per school
VI. Other		
Additional Duty-AG		
1. Teaching a zero-prep semester	19%	*based on actual placement on the salary range
Curriculum and Instruction-AH		
1. In-Service Stipend or Curriculum Writing/Remediation Stipend	$30/hr	In-service/detention monitoring/Study Table/Interpreting/test proctoring
General-AI		
1. Clubs	1	A club must meet a minimum of eight times. Clubs will be selected by the building principal based on an application stating the educational merits. Club approval is subject to available funds allocated to the building. An attendance report must be kept and submitted to the principal at the conclusion of the club. Although a minimum of fifteen (15) members is recommended, exceptions may be made by the building principal based on the nature of the activity or building need.
2. Half Club Sponsor	0.5	
3. Moving Expenses-Building to Building	$200	If a teacher is transferred involuntarily from one building to another or transfers to a new facility, that teacher will receive $200 the second time such transfer moves him or her.
4. Moving Expenses-Classroom after the start of school	$100	If a principal request a teacher to move to another classroom after the school year begins, that teacher will receive $100.

5. High School Second Agriculture Teacher	15	
6. All others	1	

7. Class Coverage	
Secondary	1. When an administrator requires a teacher to cover a class of a colleague during an entire class period or to remain with his or her class during a preparation period, the teacher shall be credited with the class period or the nearest half hour period of time, whichever is applicable. 2. A teacher will receive compensation in the amount of twenty dollars ($20.00) for each full hour earned. Hours/Periods in excess of six do not have to be in increments of three to receive compensation. Class cover does not apply if a teacher's schedule is altered due to the teacher's involvement in, or attendance at, events such as, but not limited to, convocations, school programs or class trips. Teachers providing class coverage on a block schedule will receive 2 non-block periods of class coverage. 3. This provision is not applicable to special education program teachers in grades 7-12.
Preschool/Elementary/Intermediate Preschool – 12 Special Education Program Classes	1. When an administrator requires a teacher to cover a class of a colleague, as detailed below, or to remain with their class during a preparation period, the teacher will be paid $40. 2. All Preschool, Elementary, and Intermediate Teachers (i.e. All Bargaining Unit Members) and All Preschool to 12 Special Education Program Class Teachers: When students are distributed among classrooms or a teacher is assigned by administration to cover a class for at least a half day, the teacher will be paid $40 per half day or $80 for a full day 3. If an entire class is given to a teacher to supervise for an entire day, the teacher shall receive the permanent substitute rate. For informational purposes only, the current rate of pay for a permanent substitute is one hundred dollars ($105.00). 4. Class cover does not apply if a teacher's schedule is altered due to the teacher's involvement in, or attendance at, events such as, but not limited to, convocations, school programs or class trips.

8. Dance Marathon	8

Appendix IIA
Extended Contracts*

As to this Appendix, anything beyond wages was not bargained and is for information purposes only in compliance with Indiana Code Section 20-29-6-4.5.

Extended contracts will be paid at the teachers' daily wage unless otherwise specified.

The following days represent a maximum number of days. Administration will assign the number of days needed each year.

High School Agriculture	28 days per HS (FFA may supplement days up to a total of 58)
High School Band	20 days per HS *(75 hours of pay for summer school was converted to days)
High School Counselors	20 days
High School Internship Coordinator	10 days
High School Art	6 days
High School Industrial Technology/Woods	6 days
High School Teacher Librarian	6 days
High School Engineering/Technology	3 days
High School Science Department	6 hours x 12 teachers x $15/hour ($1080 for end of the year inventory)
Additional High School Art Teacher	30 hours x $15/hour ($450 for end of the year inventory)
Junior High Guidance Director	20 days
Junior High School Counselors	20 days
Junior High Industrial Technology	6 days
Junior High School Teacher Librarian	6 days
Intermediate School Counselors	10 days
Intermediate School Teacher Librarian	3 days
Elementary Counselors	5 days

Elementary Teacher Librarian	3 days
Special Education Teachers PK-12 (resource & program)	3 days

Appendix III

Step I

The grievance is presented orally to the principal. No form is needed (see p.28 of the agreement)

Grievance Form-Step II

Teacher submitting grievance	Building	Date submitted to Principal Or principal's Supervisor

Cite the specific portion of the contract allegedly misinterpreted or misapplied which led to this grievance.

_____ Date of alleged misinterpretation or misapplication

_____ Date grievance was presented orally to the principal (Step I)

_____ Date of principal's oral response (Step I)

Describe the situation giving rise to the initiation of this grievance:

Describe the remedy sought:

_____
Signature

Step II (continued)

1. This written grievance (Step II) should be submitted in duplicate to the teacher's principal or the principal's supervisor. It is the responsibility of the teacher to provide copies of these materials to the Association.

2. The principal's (or supervisor's) response should be dated, attached to one copy of the grievance, and returned to the teacher. A copy of the response shall also be provided to the Association.

Grievance Form-Step III

Teacher submitting appeal

Date submitted to the Superintendent

Describe why the response at Step II is Unsatisfactory:

Proposed remedy (if different than that submitted at Step II).

Signature

1. Attach this to the paperwork generated at Step II and submit in duplicate to the Superintendent.
2. The Superintendent's response will be dated, attached to one copy of the grievance, and returned to the teacher. A copy of the response will also be provided to the Association.
3. If the Superintendent's response is not satisfactory and the matter is taken to the Board, the teacher should include a copy of the total packet plus any additional suggestions to be considered in resolution of the grievance. Those matters should be addressed in the letter/memo requesting consideration by the Board.
4. The Board will provide the Association with a written response after such consideration.

Appendix IV

Sick Leave Bank Form

Section 1. Sick Leave Bank Authorization Form.

The Hamilton Southeastern Sick Leave Bank committee hereby authorizes Hamilton Southeastern Schools to add _____sick leave days to the exhausted sick leave account of _____who is a certified staff member in Hamilton Southeastern Schools. Such authorization of additional days assures continued salary compensation at the level presented enjoyed by this employee for the number of days stipulated above. The Sick Leave Bank committee authorizes that these additional days be available starting _____.

SICK LEAVE BANK COMMITTEE:

_____ _____

Chairperson Date

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Section 2. Sick Leave Bank Contribution Form.

1. NAME _____ STAFF ID NUMBER _____

2. SCHOOL _____

Check one: _____ New Member of Sick Leave Bank (2 sick days)

_____ Retirement Contribution to Sick Bank

I understand that by affixing my signature below I state that I have read and agree to abide by the Rules and Regulations contained in the Sick Leave Bank, and I authorize the deduction of the specified sick leave days from my personal accumulation of sick leave days in this School Corporation. I further understand that these days will be placed in the Sick Leave Bank. It is understood that, if any of the above information is believed to be incorrect by the Office of the Superintendent, the contributing teacher shall be notified by the Superintendent's Office so that the proper corrections may be made.

_____ _____

Signature Date

==========FOR OFFICE USE==========

Number of days contributed to the Sick Leave Bank _____

Total remaining sick leave days _____