

Agreement

Between the

Board of School Trustees of the Elwood Community

School Corporation

And the

Elwood Classroom Teachers' Association (an affiliate of
ISTA-NEA)

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Article II. RECOGNITION AND DEFINITIONS

Section II.01 Recognition: The Board hereby recognizes the Elwood Classroom Teachers Association as the exclusive representative of all teachers in the school corporation.

Section II.02 Definitions: When used in this Agreement

- (a) "Teacher" shall mean all certified personnel employed by the Elwood Community Board of School Trustees except the Superintendent, Director of Special Services, Director of Career-Technical & Adult Education, Assistant Director of Career-Technical & Adult Programs, Principals, Assistant Principals, Director of Athletics, Technology Coordinator, Varsity Football Coach, Boys and Girls Varsity Basketball Coach.
- (b) "Designee of the Board" shall include the Superintendent, Director of Special Services, Director of Career-Technical & Adult Education, Principals, Assistant Principals or any other person specifically designated by the Board.
- (c) "School Corporation" shall mean the Elwood Community School Corporation of the county of Madison in the State of Indiana.
- (d) "Board" shall mean the Elwood Community Board of School Trustees.
- (e) "Association" shall mean the Elwood Classroom Teachers Association.
- (f) "May" shall mean that the intention is permissive: have the ability to: CAN.
- (g) "Shall" shall mean that the intention is mandatory: will have to: MUST.
- (h) "Emergency" shall mean an unforeseen happening or state of affairs requiring prompt action.

Article III. Salary

Section III.01 Base Salary Compensation

- (a) The base salaries of teachers covered by this agreement are set forth in Exhibit A, which is attached to and incorporated in this agreement. Such salaries shall remain in effect during the term of this agreement. The salary range for all teachers for the 2017-2018 school year was \$33,037 to \$59,750. The salary range for all teachers before base salary increases are granted for the 2018-2019 school year is \$35,000 to \$60,750. The base salary for a full time beginning teacher hired for the 2018-2019 school year is no less than \$35,000.00. For the 2018-2019 school year, base salary increases will be granted in accordance with the compensation model set forth in Appendix A and Appendix A-1. ECA stipends are set forth in Exhibit B which is attached and incorporated in this agreement. A full time teacher whose position is not a full day shall be entitled to benefits proportionate to their contract time.
- (b) The Corporation shall contribute three percent (3%) of each teacher's salary to the Indiana State Teachers' Retirement Fund.

- (c) Salary Placement for New Hires: Initial salary placements for teachers hired after the ratification of this agreement will be computed using Appendix A to identify the appropriate level of creditable experience under Indiana State Teachers Retirement Fund (ISTRF). Any teacher joining staff at Elwood Community Schools with previous experience will be placed at a step that mirrors a current teacher at Elwood based on years of experience with INPRS (TRF) and education. Amounts for new hires in hard to fill positions shall be determined by the New Hire Committee, the New Hire Committee will consist of members of the bargaining team for the Elwood CTA and the superintendent.
 - (i) With respect to Career Center teachers, the following additional rules will apply:
 - 1) One (1) year credit for each year of required work experience on the career center license shall be received by the teacher on the current teacher salary schedule.
 - 2) One (1) year credit for each two (2) years of related work experience beyond the requirements of the career center license shall be received by the teacher on the salary schedule. The maximum credit for related work experience allowed on the salary schedule beyond the career center license requirements shall be eight (8) years.
 - 3) One (1) year will be allowed on the salary schedule for each year of military service, not to exceed four (4) years
- (d) Retiree Re-Employment Compensation: If the Corporation employs a retired teacher on either a full-time or part-time basis, the teacher's salary shall be based on their leaving pay or the closest pay on the salary schedule.
 - (i) The benefits of the returning retired teacher shall include only the following: personal/family illness, quarantine, & business; personal leave; bereavement; jury duty; court appearance leave; sick leave; and any other benefits required to be offered by law.
 - (ii) Neither the Corporation nor the Association will be liable for any problems a returning retired teacher may have with the Indiana State Teachers Retirement Fund (formerly ISTRF and now known as INPRS), the Social Security Administration, or the Internal Revenue Service (IRS) regarding his or her original retirement, return to teaching, or subsequent second retirement.
- (e) Extended Contracts : Extended contracts shall be compensated at each teacher's daily rate, which shall be computed based on the teacher's base salary divided by the total number of school days (i.e., teacher work days) in the school year (as determined by the school calendar).

Article IV. Health Insurance

Section IV.01 Medical Insurance Premium Payment

- (a) If a teacher elects to participate in the Board's group medical insurance plan, the Board shall pay 78% and the employee shall pay 22% of the premium for an Employee, Employee/Dependent, Employee/Spouse, or Employee/Family plan of medical insurance. If both husband and wife are employees of the school corporation and eligible for the school corporation insurance, the Board shall pay 100% of the premium of an Employee/Spouse or Employee/Dependent plan. However, in no case shall the Board's contribution exceed the cost of the premium for the Employee/Dependent plan.

- (b) Coverage: The Board shall offer a group medical insurance plan. Such plan will include options for Employee, Employee/Dependent, Employee/Spouse, or Employee/Family plans of medical insurance
- (c) During Military Leave: Insurance coverage will not be extended to those teachers on military leave unless otherwise required by law (including periods of annual training during the school year) in the National Guard or any active or reserve component of the military forces of any state or country including the United States. Coverage will resume upon the teacher's return to active work with the Board, except that if the military leave ends during a period in which the employee would not regularly be scheduled to work for the Board, coverage will resume on the date the employee could have resumed active work had such date been a regularly scheduled work day.
- (d) Retirees: An employee who retires from the Elwood Community School Corporation may be enrolled in the medical insurance program provided that the employee pays the entire cost of the premium for the plan selected. Enrollment in the program will terminate at such time that the retired employee becomes eligible for the Medicare program. Premiums are payable on the first of each month, one month in advance. Failure to pay premiums as scheduled shall be cause for the corporation to terminate enrollment.
- (e) During Leave of Absence: The Board shall terminate the premium of medical insurance with the last paycheck of a teacher that is on leave of absence. The teacher may continue coverage under the corporation's policy by payment of the full premium for one year.
- (f) Prior to Long Term Disability Coverage: The Board shall continue payment of its 80% portion of the premium of medical insurance up to and including the date disability benefits begin under the long-term disability (LTD) plan. Henceforth, the teacher may continue coverage under the corporation's policy by payment of the full premium until the teacher qualifies for Medicare.

Section IV.02 Long Term Disability and Life Insurance Premium Payments

- (a) The teacher shall pay one dollar (\$1.00) and the Board shall pay the balance of the annual premium for the teacher's group long term disability and term life insurance plans.
- (b) The Board shall provide long term disability (LTD) insurance for each teacher under a group policy, the basic terms and benefits of which shall be as follows:
 - (i) The employee must be employed thirty (30) days before the policy is in effect.
 - (ii) A qualifying period of ninety (90) days on continuous total disability is required before benefit payments may begin.
 - (iii) A monthly benefit of sixty six point six seven percent (66.67%) of monthly salary, exclusive of bonuses and overtime, will be payable up to a maximum benefit of Five Thousand Dollars (\$5,000.00) per month.
 - (iv) All sick leave days must be used, or a teacher must waive such payment, before long-term disability benefits will begin.
 - (v) Accident benefits are payable during continuous disability to age 70.
 - (vi) Sickness benefits are payable during continuous disability to age 70.
 - (vii) Benefits are not payable for disability beyond the 70th birthday except to provide at least one (1) year of benefits during a period of total disability, commencing prior to age 70.

Section IV.03 Life Insurance

- (a) The Board shall provide a group term life insurance policy for each teacher in the amount of \$50,000 with an additional \$50,000 for accidental death or dismemberment. The effective date of the policy shall be October 1.

Section IV.04 Dental and Vision Insurance

- (a) When an employee paid dental and vision insurance policy is offered to all eligible employees:
 - (i) The Board shall have no obligation to pay any portion of the policy premium.
 - (ii) A minimum of ten (10) employees must participate in the selected program for the premiums to be payroll deducted by the school corporation.

Section IV.05 Premium Refunds

- (a) In the event of any refund by insurance companies paid on teacher related policies, such refund shall either be returned and paid to the teacher who paid the premiums on a pro rata basis or be applied to adjusted future premium payments in such insurance plan.

Section IV.06 Section 125 Benefits

- (a) The Board shall establish a Section 125 benefit through a voluntary payroll deduction plan for Generation I and II. The teacher shall pay the monthly charge for the Generation II plan.

Article V. Retirement & Other Compensation

Section V.01 403(b) Contribution

- (a) The Board shall contribute into each teacher's 403(b) an amount equal to 1.0% of the teacher's base salary and will match an amount up to .5% of the teacher's base salary if the teacher is placing 1.0% into the 403(b) account. Teachers shall be vested immediately in the 403(b) and the contributions shall be made through twenty-six (26) payroll periods.

Section V.02 IRS Section 401(a) Contribution

- (a) Monies currently in the 401(a) shall be immediately vested, however, no new contributions will be made into this account.

Section V.03 501(c)(9) VEBA Contribution

- (a) Monies currently in the VEBA shall be immediately vested, however, no new contributions will be made into this account.

Section V.04 Summer School Pay

- (a) A teacher assigned to teach a summer class budgeted through the general fund shall be paid for each hour of student instruction on an hourly rate basis. The teacher's regular hourly rate will be computed by dividing the teacher's per Diem under the teacher's regular contract by (6) six.

Section V.05 School Year Ancillary Duty Compensation

- (a) Teachers who are assigned by the Administration to perform ancillary duties will be compensated at the rate of \$25 per hour unless such duties are being paid through a grant, and in such case the rate of compensation will be the rate of compensation set forth in the grant. Ancillary duties are determined and assigned by the School Administration and may include, but are not limited to homebound instruction and curriculum writing. The examples of ancillary duties set forth herein are for informational purposes only and were not bargained by the parties.

Section V.06 Summer Ancillary Duty Compensation

- (a) Work such as curriculum development that is to be completed during school break periods including summer will be paid at \$50 for a half day (3 hours) and \$100 for a full day (6 hours). The provision also includes attendance at professional development or training sessions outside the work day or during break periods including summer, but excludes activities that have traditionally occurred during meetings such as faculty, PLC, grade-level, etc. that occur as extensions of the school day.

Section V.07 Criminal Background Checks for Current Employees.

- (a) The Board agrees to pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per I.C. 20-26-5-10. This provision shall only apply to current employees and is inapplicable to applicants for employment.

Section V.08 Additional Training to Fill High Needs Positions Reimbursement

- (a) Teachers who are asked by the school corporation to seek additional education or training to fill a high needs position shall be reimbursed 50% of each credit hour or course successfully completed or passed with at least a grade of C. The total amount of what each teacher may be reimbursed to a maximum of \$4,000.00. Teachers must turn in their paperwork to the Superintendent's office at the end of each class to be reimbursed. Reimbursement will be done in a stipend check. If the teacher leaves before completing their additional education or leaves within 2 years or less after completing their additional training, their reimbursement will be paid back, prorated to what they received and when they leave the district.

Section V.09 Retirement Stipend

- (a) The first fifteen (15) effective or highly effective teachers who submit a retirement letter will receive a stipend as described in the following: teachers who submit the letter between January 1, 2019 and February 1, 2019 with a retirement date between the end of the 2018- 2019 school year and the commencement of the 2019-2020 school year will receive a \$3,000 stipend; teachers who submit such a letter between February 2, 2019 and April 1, 2019 will receive a \$1,500 stipend; and teachers who submit such a letter between April 2, 2019 and June 1st, 2019 will receive a \$750 stipend. Payment will be made in a lump sum to be distributed in the teacher's last paycheck.

Section V.10 Attendance Stipend

- (a) Any teacher who has perfect attendance for a semester, starting Jan. 1, 2019 will receive a stipend of \$150. The only days that won't count against the teacher are bereavement days and jury duty. The checks will be paid in January and June.

Article VI. Leaves

Section VI.01 Short Term Leaves

- (a) **Personal/Family Illness, and Quarantine, Business:** Each year, full time teachers shall be entitled to nine (9) days of absence, without loss of compensation, to be used for personal/family illness or quarantine, or to conduct business.
- (i) Full Time, first year teachers under regular contract shall be entitled to be absent from work on account of personal/family illness or quarantine, a total of twelve (12) days the first year of employment without loss of compensation. First year teachers are not eligible to use the days for business.
 - (ii) **Definition of Family:** For the use of days for illness of a family member, family shall be defined as father, mother, stepparent, brother, sister, wife, husband, child, step daughter, step-son, grandparents, grandchildren, mother-in-law, father-in-law or any relative who, at the time of illness, is living as a member of the household of the teacher.
 - (iii) **Accumulation:** If the teacher is absent because of personal/family illness or quarantine less than the prescribed number of nine (9) days, the remaining days shall, when combined with unused personal leave days, accumulate to a maximum of twelve (12) days per year.
 - 1) Teachers in their first year of employment will accumulate a maximum of fifteen (15) days.
 - 2) The maximum total of accumulated days shall be one hundred seventy (170).
 - 3) Accumulated days may be used only for personal/family illness after the nine (9) days have been used.
- (b) **Personal Leave:** Each year, full time teachers shall be entitled to three (3) days of absence, without loss of compensation, for personal reasons. If, in any one school year, the teacher does not use all of their three (3) days, the remaining days shall be transferred to the teacher's accumulated sick leave.
- (c) **Vacation:** Business and Personal leave cannot be used to extend a school vacation. Vacation shall be defined as Fall, Christmas, Spring, and Summer vacations/breaks. However, Personal leave may be available at such times provided a satisfactory reason for such leave is provided to the Superintendent.
- (d) **Bereavement:** Each teacher shall be entitled to a seven (7) non-consecutive school day leave of absence for a death in the immediate family. Four (4) days of leave with compensation shall be permitted in case of the death of other family members. Such leave shall not detract from sick leave.
- (i) **Definition of Immediate Family:** Family shall be defined as father, mother, stepparent, brother, sister, wife, husband, child, stepdaughter, step-son, grandparents, grandchildren, mother-in-law, father-in-law or any relative who, at the time of death, is living as a member of the household of the teacher. Such leave shall not detract from sick leave.
 - (ii) **Definition of Other Family:** Other family is defined as in law (other than mother in law or Father in law), uncle, aunt, niece, or nephew.

- (iii) **Close Personal Friend/Active Role in Funeral Bereavement:** A teacher shall be allowed to use up to two (2) days of sick or personal leave to attend the funeral of a close personal friend or to perform an active role in a funeral service (e.g. pallbearer, organist, vocalist, eulogist, etc.). If evidence exists that this provision is abused, the Superintendent reserves the right to declare the day as unpaid leave.
- (iv) **Executor/Executrix Leave:** In the event that a teacher is named Executor/Executrix of an estate, the teacher may utilize up to four (4) paid leave days within twelve months following the death. Proof of such responsibility shall be provided.
- (e) **Jury Duty:** A teacher called for jury duty shall, during the required period of absence from assigned duty by the Board, be paid full regular salary minus the per diem stipend provided by the court, excluding parking and mileage expenses, earned and will have no leave time charged for such absence.
- (f) **Court Appearance:** A teacher who is (1) subpoenaed to appear as a witness in court resulting from activities unrelated to the teacher's employment with the school corporation and is not a defendant or plaintiff or (2) required to appear in court resulting from activities relating to the teacher's employment with the school corporation, shall receive, during the required period of absence from the assigned duty, his/her full regular salary and will have no leave time charged for such absence.
- (g) **Association Days:** Each year, the Association President or designees shall be entitled to use up to a total of four (4) paid Administrative leave days to be used for Association business plus up to an additional eight (8) paid administrative leave days to be used for lobbying purposes.
- (h) **Summer Employment:** Teachers on summer employment shall be eligible to use leaves on the same basis as used during the regular school year. Teachers shall notify their supervisor of any known absences prior to accepting a summer school contract.

Section VI.02 Long Term Leaves

- (a) Long term leave may be requested in cases where a teacher is unable to perform his/her duties because of a disability substantial in nature for more than three (3) weeks duration. Such disability shall include, among other items, physical illness, mental illness or severe emotional disturbance, or disability arising from major surgery or childbirth.
- (b) Any teacher granted a leave of absence due to substantial disability may use any days which the teacher has accumulated by law or under the school corporation's sick leave policy, but shall be required to present a doctor's certificate of disability to justify the use of such accumulated sick leave days.
- (c) **Adoption Leave.** A teacher shall, upon written request, receive adoption leave without pay subject to the following rules. The adopting teacher may also use up to six weeks of his/her paid leave if he/she chooses to do so.
 - (i) **Limitations:** Adoption being within the contract school year, leave will be granted to the beginning of the next school year. **OPTION** – If leave begins after March 31, the teacher may apply for one school year additional leave.
 - (ii) Adoption being within the summer vacation period, leave will be granted for next school year.
 - (iii) **Notice of Return to Teaching:** The teacher shall notify the Office of the Superintendent within one month after the adoption of his/her anticipated date to return to teaching.

- (d) **Paternity Leave.** A teacher shall, upon written request, receive paternity leave without pay for up to one year. Said teacher may also use up to six weeks of paid time off if he chooses to do so.
 - (i) Limitations:
 - 1) Paternity leave beginning within the contract school year, leave will be granted to the beginning of the next school year. OPTION – If leave begins after March 31, the teacher may apply for one school year additional leave.
 - 2) Paternity leave beginning within the summer vacation period, leave will be granted for next school year.
 - 3) Notice of Return to Teaching: The teacher shall notify the Office of the Superintendent within one month after the birth of his/her anticipated date to return to teaching.

Section VI.03 Unpaid Leaves

- (a) **Public Office Leave.** Teachers holding an elective or appointive public office may be granted a leave of absence without pay.
 - (i) If granted, no teacher shall receive remuneration from the Elwood Community Schools while officially engaged in the discharge of duties incurred by reason of holding an elective or appointive public office as defined by law.
 - (ii) No pay or leave will be granted for campaigning for public office.
 - (iii) Upon returning from leave, the teacher will be placed at the same salary he/she was earning at the time the leave began.
- (b) **Sabbatical Leave.** The Board in its discretion may grant an unpaid sabbatical leave of absence up to one (1) year. To be considered for a sabbatical leave, the applicant must have been employed by the Elwood Community Schools for a minimum of six (6) successive years. Sabbatical leave without pay may be granted for one of the following:
 - (i) To attend a college or university on a full-time basis during the leave, or
 - (ii) To be involved in an “educational experience” approved by the Board.
 - (iii) Prior to the Board considering a sabbatical leave, the teacher shall present to the Board a written proposal stating the justification for such leave.
 - (iv) If a sabbatical leave of absence is approved by the Board, then no fringe benefits will be paid to the teacher during the year of the leave unless otherwise required by law.
 - (v) The teacher must give written notice to the Superintendent at least six (6) weeks prior to the completion of the sabbatical leave of the teacher’s intention to return to work. If the teacher fails to comply with this notice requirement, then the teacher shall forfeit his/her right to return to employment at the Elwood Community Schools.
 - (vi) The Board reserves the right to regulate the number of sabbatical leaves granted each year.
- (c) **Military Leave.** Teachers who go into active military duty status shall be placed on unpaid military leave. Military service leave shall include periods of annual training during the school year in the National Guard or any active or reserve component of the military forces of the United States.

Article VII. Catastrophic Illness/Injury Bank

- (a) Purpose. It is the purpose of the Catastrophic Illness/Injury Leave Bank ("CIILB") to provide bargaining unit members with an opportunity to be protected from a portion of the financial burden that may result from personal or family chronic illness and/or catastrophic injury. Family shall be defined as the following: father, mother, stepparent, brother, sister, wife, husband, child, step-daughter, step-son, grandparents, grandchildren, mother-in-law, father-in-law, or any relative who, at the time of illness, is living as a member of the household of the member. A chronic illness or catastrophic injury is defined as one that is sufficiently severe to prevent the member from performing their duties for the Corporation or that requires the member to become caregiver for the family member. "Catastrophic illness/injury" as used here means an illness or injury of long duration or an illness that results in frequent recurrence of the same symptoms as distinguished from acute or short-term illness.
- (b) Participants.
- (i) The CIILB is open to all bargaining unit members in the school corporation.
 - (ii) No bargaining unit member shall be required to participate in the CIILB.
 - (iii) A bargaining unit member may elect to join the CIILB by providing written authorization for the contribution of two (2) of his/her available sick leave days to the CIILB.
 - (iv) Written authorization consists of filling out Form 1: Authorization for Voluntary Participation. Form 1 may be obtained from the Association President. Form 1 will give written authorization for the contribution of two (2) available sick leave days to the CIILB. The Association President will forward the form to the Superintendent's office.
 - (v) The enrollment period for accepting voluntary membership in the CIILB shall be from the beginning of school until September 15 of each year. New employees shall be given information on the CIILB by the school administration at his/her time of employment with their new hire paperwork.
 - (vi) Any bargaining unit member who does not enroll at the time they are hired shall not be entitled to apply for CIILB leave based upon a condition that had been diagnosed by a healthcare provider at the time of the application for the first semester following enrollment.
 - (vii) A bargaining unit member employed by the school corporation after the annual enrollment period has passed shall have ten (10) school days from his/her hire date in which to enroll in the CIILB.
 - (viii) A bargaining unit member who elects to become a member of the CIILB must remain a member for the entire year. A member of the CIILB ceases to be a member upon his/her termination of employment in the school corporation.
- (c) Operation
- (i) If the CIILB is below fifty (50) days at the conclusion of a school year, each member shall be assessed one (1) day at the start of the following school year.
 - (ii) If at the start of the school year there are at least fifty (50) days in the CIILB, there shall be no contributions to the Sick Leave Bank, except by bargaining unit members wishing membership status and new contracted members.
 - (iii) Membership in the CIILB shall be automatically continued from one school year to the next unless the member indicates in writing his/her election to withdraw from the CIILB. Such withdrawal must be so indicated during the annual enrollment period.

- (iv) All donated days lose their identity and are considered a permanent contribution and not transferable.
 - (v) Once a member has dropped out of the CIILB, he/she must donate two (2) days to renew membership in the program.
- (d) Participant Eligibility
- (i) Applicants to the CIILB must satisfy the following criteria:
 - 1) An applicant must have evidence of being a donating member of the CIILB prior to the time of need.
 - 2) Members must deplete their available sick leave days before using the CIILB.
 - 3) Written application must be made by the participating member of the CIILB or a member of his/her family. The application shall be accompanied by a physician's certificate, signed by a licensed physician, stating the nature of the illness, estimated length of disability, and prognosis of the person's condition.
 - 4) There must be a waiting period of one week before days from the sick leave bank may be used.
 - 5) The member must not have income available to him/her through worker's compensation or long-term disability benefits.
- (e) CIILB Committee
- (i) The Vice President shall oversee the CIILB. The CIILB Committee shall consist of no less than three (3) Association members appointed by the Association President. Upon receipt of application for CIILB, the Vice President will convene a meeting of the committee. The Vice President is a non-voting member. The primary function of the CIILB Committee is to determine the eligibility of each applicant and the number of days the committee will grant.
 - (ii) The number of days to be granted per member per school year shall be at the discretion of the CIILB Committee with the maximum number of days given in any one school year to be sixty (60) days, which are regular teacher workdays.
 - (iii) The CIILB Committee may request additional information to support the application, including a second opinion.
 - (iv) All information concerning an application shall be held in strict confidence.
 - (v) Applications for use may be made by the member's personal representative in cases where the individual member is unable to do so.
 - (vi) The CIILB Committee will act upon each application and shall inform the applicant, or a member of the family, of the decision. The CIILB Committee shall report a written decision to the Superintendent and the Association President.
 - (vii) The administration of the Bank will be the sole responsibility of the CIILB Committee.
- (f) Repayment of Loan
- (i) The recipient who remains in the employment of the school corporation shall repay the CIILB Bank the borrowed days at the rate of at least three (3) days per year from unused sick leave days until the loan has been repaid.
 - (ii) A recipient who leaves the school corporation and still owes days to the CIILB Bank must transfer accumulated sick leave days to the CIILB Bank as payment toward the loan.

- (iii) Any days not recovered by the CIILB Bank in Items a or b above shall be absorbed by the Bank upon termination of the individual's employment.
- (g) A decision of the CIILB Committee is final.
- (h) Unused Approved Days. Any days that are granted for use to a bargaining unit member by the CIILB but are not used shall be returned to the CIILB.

Article VIII. GRIEVANCE PROCEDURE

(a) Definitions

- (i) A "grievance" is an alleged violation or claimed misinterpretation of a specific article or section of this Agreement.
- (ii) The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit.
- (iii) The term "day" when used in this Article shall mean teacher days. During the summer recess, the term shall mean weekdays (Monday through Friday).
- (iv) "Immediate Supervisor" shall mean any one of the following positions: Assistant Superintendent, Principals, Assistant Principals, Director of John H. Hinds Area Career Center, Technology Director, Director of Special Services, Director of High School Athletics, Director of Intermediate School Athletics, or any individual not eligible to belong to the ECTA who holds a supervisory position over individuals who are eligible for membership in the ECTA.

(b) Grievant and Representation

- (i) An individual teacher or group of teachers, may represent a grievance and may do so through the exclusive representative and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance procedure. The adjustment of all grievances shall not be inconsistent with the terms of this Agreement.

(c) Procedure

- (i) Step One: A grievance may be initiated in one (1) of the following ways:

- 1) The teacher may approach his immediate supervisor (if applicable) and discuss the matter in his own behalf.
- 2) The teacher may request that a representative of the Association accompany the teacher and in such case the immediate supervisor shall not initiate any consultation with the grievant pertaining to the grievance prior to any scheduled meeting at which the representative is to be present.
- 3) In the event the grievance is not resolved through the conference with the immediate supervisor, the teacher may approach the building administrator and discuss the matter on his/her own behalf.
- 4) The teacher may request that a representative of the Association accompany the teacher and in such case, the building principal shall not initiate any consultation with the grievant pertaining to the grievance prior to any scheduled meeting at which the representative is to be present.

- (ii) Step Two

- 1) In the event the grievance is not resolved in Step One, the grievant may file a formal grievance in writing with the building principal, and the school central office.

- 2) The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal, and the Superintendent.
- 3) The grievance shall (1) name the other individual(s) involved, if any, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this Agreement alleged to have been violated or misinterpreted, (4) state the contention of the grievant with respect to the grievance, (5) indicate the specific relief requested, and (6) be signed by the grievant(s).
- 4) The form of grievance should be filed as soon as possible, but any grievance not presented in writing in Step Two within ten (10) days of the time the grievant knew, or reasonably should have known of the grievance shall be deemed waived and shall not be processed.
- 5) The grievant may request a meeting with the building principal and the Association representative may accompany the grievant. In any event, within five (5) days after receiving the written grievance, the building principal shall communicate his answer in writing to the grievant and the Association representative, and said answer shall be attached to the grievance.

(iii) Step Three

- 1) If the grievance is not resolved in Step Two. The grievant may, within five (5) days of receipt of the building principal's answer appeal to the Superintendent or his designee by filing the grievance and the principal's answer along with a written response of the grievant, if desired, with the Office of the Superintendent which shall receipt therefore. Any such response by the grievant shall be attached to the grievance.
- 2) The grievant may request a meeting with the Superintendent or his designated representative, and the Association representative may accompany the grievant. The Superintendent or his designated representative shall give the grievant an answer in writing no later than ten (10) days after receipt of the written grievance properly filed with the Office of the Superintendent. Such an answer shall be attached to the grievance.

(iv) Step Four

- 1) If the grievance is not resolved in Step Three. The grievant may within five (5) days of receipt of the Superintendent's answer appeal to the Board by filing the grievance and the Superintendent's answer along with a written response of the grievant, if desired.
- 2) The grievant may request a meeting with the Board and the Association representative may accompany the grievant. The Board shall give the grievant an answer in writing no later than ten (10) days after receipt of the written grievance properly filed with the Board. Such answer shall be attached to the grievance. The Board's answer is final.

(d) Other Provisions Relating to the Grievance Procedure

- (i) At his/her option, a teacher may bypass Step One of this procedure.
- (ii) No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- (iii) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not a valid basis for evaluations.
- (iv) Time limits herein may be extended only by mutual agreement, signed by the parties.

- (v) Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teacher were present and working.
- (vi) All steps of the grievance procedure shall be conducted during a time that is mutually agreeable to the parties.
- (vii) If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- (viii) Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.
- (ix) Any grievance, which arose prior to the effective date of this agreement or after the termination date of this agreement, shall not be processed.
- (x) No teacher may use the grievance procedure to dispute any action by the board to cancel the teacher's contract.
- (xi) No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.

Article IX. Severance/Retirement Benefits

- (a) Effective July 1, 2004, the following severance/retirement benefits program shall be in effect:
 - (i) In accordance with Indiana Public Law 199, the Board shall use bond monies to fund, in part or whole, the benefits in this section.
 - (ii) The Board shall establish individual IRS 401(a) plans and VEBA 501(c) (9) accounts for all teachers. In the case of the VEBA, an aggregate account for purposes set forth below shall also be established as and for so long as it is needed as established herein.
 - (iii) Severance/Retirement Benefits Group One: Group One shall include all teachers who were employed under a regular teacher's deemed vested:
 - 1) in regard to the benefits provided in subparagraph (a) below, upon attainment of age fifty (50) and completion of ten (10) years employment as a teacher with the Corporation, with such years coming before and/or after the effective date of this provision; and
 - 2) in regard to the benefits provided in subparagraph (b), upon attainment of age fifty-five (55) and the completion of fifteen (15) years of employment with the Corporation, with such years coming before and/or after the effective date of this provision.
 - 3) As of September 1, 2004, a percentage equal to the teacher's age plus the teacher's years of corporation experience shall be multiplied times the given teacher's accumulated sick leave days, not to exceed 120 days, times the teacher's per diem rate of pay. For this calculation, the teacher's annual salary and corresponding per diem rate of pay shall be that in effect for him/her as of the pay raise of December, 2003 per the July 1, 2003-June 30, 2004 contract. The product of this formula in dollars shall be adjusted as set forth in paragraph h below. The adjusted product in dollars shall be deposited into an IRS Section 401 (a) plan account in the teacher's name.

- 4) At the time of his/her retirement or death, whichever occurs first, and provided the teacher has met the vesting requirements, an amount shall be determined equal to \$2,000 times the number of years between the teacher's age at retirement up to age 65, not to exceed ten years of this benefit, reduced by the then-current account balance of that teacher's individual VEBA account. This amount shall be transferred from the Board's aggregate VEBA account into an individual VEBA account for that teacher, with such transfer to be limited to \$2,000 per year within thirty (30) days of January 1 of each calendar year following the teacher's retirement from employment with the Board. Alternatively, if the teacher is retiring and at the teacher's option, aggregate VEBA funds in the amount determined above and at a limit of \$2,000 per year following the teacher's retirement shall be applied toward the cost of the teacher continuing either single or family health insurance coverage under the Board's group plan. This option is contingent upon the retired teacher making timely advance payments of the remaining monthly premium costs. The application of the offset for the teacher's individual VEBA account balance shall be applied in accordance with the following example
 - a) Assume a teacher retires and earns the \$2,000 annual benefit for each of the next five years. Further assume that the teacher's individual VEBA account balance is \$5,000 at the time of retirement. The \$5,000 account balance would be divided by five and allocated ratably to each of the five years the Board is required to make the contribution on the teacher's behalf. This means the annual contribution that the Board would be required to make would equal \$1,000 per year. Any increase or decrease in the teacher's individual VEBA account after the initial calculation upon retirement shall not be used to recalculate the Board's annual contribution.
- (iv) Severance/Retirement Benefits Group Two: Group Two shall include all teachers initially employed to begin work after the end of the 2003-2004 school year.
- (v) Vesting: Group One and Group Two teachers shall be deemed vested in regard to the benefits provided in this paragraph 5 upon completion of ten (10) years employment as a teacher with the Corporation, with such years coming before and/or after the effective date of this provision.
- (vi) Other Conditions: The Board shall not reduce the present values by the given teacher's Social Security and Medicare taxes (FICA) that the teacher would have paid if the VEBA and 401(a) contributions were considered salary payments.
 - 1) There shall be no adjustment for mortality.
 - 2) There shall be no adjustment for turnover.
 - 3) Only the retirement benefit element of sick leave is bought out, resulting in no reduction of a given teacher's accumulated sick leave.
 - 4) Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for a teacher or the teacher is laid off due to a reduction in force, such period of leave or layoff shall not result in forfeiture, provided the teacher shall promptly return to employment following the expiration of the period of leave.
 - 5) Sources of Funds/Delayed Funding: Proceeds of bonding under Public Law 199 shall first be used in the following order:

- a) To pay the expenses incurred by the Board in connection with the funding of benefits under this Contract and the bonding process.
 - b) To fund the initial contributions to Group One teacher's individual 401(a) accounts.
 - c) To fund the aggregate VEBA account.
 - d) Any remaining proceeds of bonding under Public Law 199 shall next be used to recover previously paid out retirement/severance/bridge benefits in accordance with Public Law 199.
 - e) Any remaining proceeds of bonding under Public Law 199 shall next be used to fund traditional retirement/severance/bridge benefits paid to teachers who elect to take those benefits per the first part of this Section A., above.
 - f) Any remaining proceeds of bonding under Public Law 199 shall next be used to offset the 2004-2005 contributions to teachers' individual 401(a) accounts and then, to offset the 2004-2005 contributions to teachers' individual VEBA accounts.
 - g) The Board shall use other sources of funds as necessary to meet the funding obligations set forth above. It is not expected that any amounts will be available to be used for items 1 through 7.
- 6) Administration of the IRS Section 401(a) Plan and Accounts: The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:
- a) The amount contributed for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his/her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
 - b) Until such time that a teacher is vested and satisfies any other plan requirements, the teacher shall have no access to the assets held in his/her separate 401(a) plan account.
 - c) If a teacher's employment is severed before he/she is vested, the teacher's 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated in accordance with IRS rules and regulations.
 - d) Once vested, a severed teacher may elect to commence distributions from his/her 401(a) plan account in accordance with IRS rules and regulations.
 - e) If a vested teacher dies, his/her 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made.
 - f) At no time may a participant borrow from his/her 401(a) plan account.
 - g) The Board shall not be paid any compensation for its services performed on behalf of the 401(a) plan. Any costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.
- 7) Administration of the IRS Section 501(c)(9) Plan and Accounts: The Board shall contribute to a voluntary employees' beneficiary association (VEBA) as described in section 501(c)(9) of the Code, the amounts provided for above.
- a) The terms and conditions for the administration and operations of the VEBA shall be as follows:

- i) The amount calculated for each teacher will be invested in an aggregate and/or separate account, as indicated above. There will be no commingling of accounts and each teacher may determine how his/her account shall be invested among the investment options made available by the vendor for the VEBA.
 - ii) Until such time that a teacher is vested and satisfies any other VEBA requirements, the teacher shall have no access to the assets held in his/her separate VEBA account.
 - iii) If a teacher's employment is severed before he/she is vested, the teacher's VEBA plan account shall be forfeited. The forfeited amounts shall be reallocated in accordance with IRS rules and regulations.
 - iv) Once vested and in accordance with IRS rules and regulations, a teacher whose employment with this corporation has been severed may use the amounts held in his/her separate VEBA account to pay all amounts permitted by the IRS and the VEBA carrier including but not limited to, health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents.
 - v) Furthermore, following the death of a vested teacher, any amounts remaining in the deceased teacher's VEBA account may continue to be used to pay these premiums and expenses of the teacher's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.
 - vi) The Board shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.
- b) Future Adjustments: The parties agree that any element of this Section D does not constitute an expectation of receiving the enumerated retirement benefits by any current teacher, future teacher, prospective teacher or applicant beyond the expiration of this Agreement. The parties further acknowledge that the source of future contributions is based on the availability of, and will come from, funds available for teacher salary increases. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Article shall not affect the previously earned retirement benefits of teachers.
- c) Withdrawals and Distributions: Withdrawals and distributions from IRS Section 401(a) accounts and VEBA 501(c) (9) accounts are subject to the rules and regulations established by the IRS

ARTICLE V TERM OF AGREEMENT

This agreement shall be in effect as of July 1, 2018, and shall continue in effect through June 30, 2019. All contract language shall be effective as of the date of ratification by both parties and shall relate only to conditions which occur after that date.

In agreement to and witness to all of the above, the parties' respective agents place their signatures below and ratify this Contract on the dates set forth below.

ELWOOD CLASSROOM TEACHERS' ASSOCIATION

BOARD OF SCHOOL TRUSTEES OF THE ELWOOD COMMUNITY SCHOOLS

By: *James R. Savage*
Association President

By: *[Signature]*
Board President

Attest: *Sheryl Buckmaster*
Association Secretary

Attest: *[Signature]*
Board Secretary

Ratification Date:
10/16/18

Ratification Date:
10/16/18

Article XI. APPENDIX A: COMPENSATION MODEL

Section XI.01 The compensation model will be used to determine individual teacher increases in salary within the salary range.

(a) Eligibility

(i) The following are required to qualify for a salary increase:

- 1) Year of experience-employed by the corporation at least 120 days in the previous school year.
- 2) Evaluation rating of Effective or Highly Effective in the previous school year.

(ii) A teacher who satisfies both factors will qualify for a salary increase.

(iii) Teachers in Rows 5, 10, 28, 33, 38 will have the additional factor of Academic Needs, the ability to retain quality teachers in the community and will receive an additional \$500 on their base salary.

(iv) Increases and increments in the salary range are based on:

- 1) Receipt of an Effective or Highly Effective evaluation rating (80% of total change in range),
- 2) Experience (defined as employment for 120 school days) (20% of total change in range),
- 3) In accordance with statute, the increase received for completion of an additional content-area degree will account for not more than thirty-three percent (33%) of the calculation used to determine any teacher's increase. A teacher's salary will be unchanged until the teacher meets all of these requirements for a increase under either Column Change or Row Change, as described below. Only one movement will be permitted (if sufficient funds are available) and no "catch up movements" will be permitted for teachers who improve to an Effective evaluation rating after a previous Ineffective or Improvement Necessary rating. No teacher rated Ineffective or Needs Improvement will receive any increase in compensation. Teachers newly hired will not be eligible for either Column Change or Row Change. The amount that would otherwise have been allocated for the salary increase of teachers rated Ineffective or Improvement Necessary shall be allocated for compensation of all teachers eligible for movement under this compensation model.

(b) Column Change

(i) Requirements to move over to the right one (1) column in the same row: The teacher:

- 1) Receives an Effective or Highly Effective evaluation for the preceding school year,
- 2) Completes a master's degree in any content area (as defined by IDOE) in which the teacher currently teaches, or any other content area approved by the Superintendent.
- 3) Approved leaves taken by a teacher for the following purposes will not count against the teacher's attendance for purposes of eligibility in this category: worker's compensation, military leave, FMLA, bereavement leave, or professional development. These movements will be made if sufficient funds are available. No diagonal movement shall be permitted.

(c) Row Change

(i) Requirements to move down one (1) row within the same column. If the teacher is not eligible for a column change because the teacher has not attained an additional degree but the teacher meets all other criteria for a column change, then the teacher will be eligible (if sufficient funds are available) to move down one (1) row in his or her current column.

Section XI.02 Redistribution of Forfeited Salary Increases During Term of Contract.

Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be redistributed to all eligible teachers in the form of a stipend.

Article XII. APPENDIX A-1 2018-2019 SALARY SCHEDULE

	BA (Evaluation \$500)	MA (Evaluation \$500, Masters Degree \$250)	
A	35000	35750	
B	35500	36250	
C	36000	36750	
D	36500	37250	
E	37000	37750	
F	38000	38750	Academic Needs: Need to Retain Quality Teachers in the Community
G	38500	39250	
H	39000	39750	
I	39500	40250	
J	40000	40750	
K	41000	41750	Academic Needs: Need to Retain Quality Teachers in the Community
L	41500	42250	
M	42000	42750	
N	42500	43250	
O	43000	43750	
P	43500	44250	
Q	44500	45250	
R	45000	45750	
S	45500	46250	
T	46000	46750	
U	47000	47750	Academic Needs: Need to Retain Quality Teachers in the Community
V	47500	48250	
W	48000	48750	
X	48500	49250	
Y	49500	50250	
Z	50000	50750	
AA	50500	51250	
BB	51000	51750	
CC	52000	52750	Academic Needs: Need to Retain Quality Teachers in the Community
DD	52500	53250	
EE	53000	53750	
FF	53500	54250	

GG	54000	54750	
HH	55000	55750	Academic Needs: Need to Retain Quality Teachers in the Community
II	55500	56250	
JJ	56000	56750	
KK	56500	57250	
LL	57000	57750	
M			
M	58000	58750	Academic Needs: Need to Retain Quality Teachers in the Community
NN	58500	59250	
OO	59000	59750	
PP	59500	60250	
QQ	60000	60750	

Article XIII. EXHIBIT B: ECA SCHEDULE 2018-2019

Section XIII.01 ECA stipends will be paid in one lump sum payment at the end of the applicable event or activity's season.

Group #1 - \$6,000
*Assistant Varsity Football Coaches

Varsity Volleyball
Summer Band
Group #2 - \$3,500
Varsity Swimming
Varsity Wrestling
Varsity Baseball
Varsity Softball
Group #3 - \$2,700
Varsity Boys Track
Varsity Girls Track
Varsity Cross Country
Varsity Boys Golf
Varsity Girls Golf
Varsity Boys Tennis
Varsity Girls Tennis
Varsity Cheerleading
Group #4 - \$2,100
High School Band
Varsity Boys Basketball Assistant
Varsity Girls Basketball Assistant
Freshman Boys Basketball
Freshman Girls Basketball
Varsity Volleyball Assistant
Varsity Baseball Assistant
Varsity Softball Assistant
Group #5- \$2,000
8th Grade Football
7th Grade Football
8th Grade Boys Basketball
7th Grade Boys Basketball
8th Grade Girls Basketball
7th Grade Girls Basketball
8th Grade Volleyball
7th Grade Volleyball
MS Wrestling
MS Swimming

MS Boys Track
MS Girls Track
MS Cross Country
MS Golf
Group #6 - \$1,500
High School Yearbook
Group #7 - \$1,300
7th/8th Cheerleading
HS Student Council
Unified Sports
Group #8 - \$850
HS Fall Drama
HS Spring Drama
Middle School Band
High School Choir
Middle School Choir
Senior Class Sponsor
Junior Class Sponsor
EIS Yearbook
Group #8 - \$850 CONT
EES Yearbook
6th Grade Volleyball
6th Grade Boys Basketball
6th Grade Girls Basketball
6th Grade Volleyball
Group #9 - \$700
MS Drama
Freshman Class Sponsor
Sophomore Class Sponsor
HS Head Academic Team
JHS Head Academic Team
EIS Head Academic Team
6th Grade Cheer
Java Paws
Group #10 - \$300 - CLUBS

EJSHS - 6
EIS - 5
EES - 3