## **MASTER CONTRACT**

between the

# BOARD OF SCHOOL TRUSTEES OF THE SPRINGS VALLEY COMMUNITY SCHOOLS

and the

SPRINGS VALLEY TEACHERS ASSOCIATION

2023-2025

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#### MASTER CONTRACT

#### BETWEEN THE

#### **BOARD OF SCHOOL TRUSTEES**

#### OF THE

#### SPRINGS VALLEY COMMUNITY SCHOOLS

#### AND THE

#### SPRINGS VALLEY TEACHERS ASSOCIATION

THIS MASTER CONTRACT ENTERED INTO THIS 31st DAY OF JULY 2023, BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE SPRINGS VALLEY COMMUNITY SCHOOLS, HEREINAFTER CALLED THE "CORPORATION", AND THE SPRINGS VALLEY TEACHERS ASSOCIATION, HEREINAFTER CALLED THE "EXCLUSIVE REPRESENTATIVE."

#### WITNESSETH:

WHEREAS, the Corporation and the Exclusive Representative recognize and declare that providing quality education for the children of the Springs Valley Community Schools is their mutual aim; and

WHEREAS, the Corporation has met with the Exclusive Representative and entered into extended deliberate negotiations and discussions as provided by Indiana Code; it is hereby agreed as follows:

#### **ARTICLE I**

#### RECOGNITION

A. The Corporation hereby recognizes the Springs Valley Teachers Association, hereinafter referred to as the Exclusive Representative, as the bargaining agent for all "School Employees" which shall include all "Certificated Employees" of the Corporation except the Superintendent, Athletic Director, High School Principal, Administrative Assistant(s), Assistant High School Principal, and the Elementary School Principal.

#### B. DEFINITIONS.

When used in this agreement, School Employer shall be referred to as the "Corporation" and School Employee shall be referred to as "Teacher".

#### **ARTICLE II**

#### SEVERABILITY

A. If any provision of this agreement or the application thereof to any person or circumstance is held to be contrary to law and therefore invalid, such invalidity shall not affect the other provisions or applications of this agreement, which can be given effect without the invalid provision or application, and, to this end, the provisions of this agreement are declared to be severable.

#### ARTICLE III

#### EFFECT OF AGREEMENT

A. The agreements in this Contract shall supersede any rules, regulations, or practices of the Corporation and the Exclusive Representative which are contrary to or inconsistent with the terms recorded herein.

If any individual Contract made subsequent to this Contract contains any language inconsistent with this Contract, this Contract shall prevail.

B. The parties mutually agree that the terms and conditions set forth in this Contract represent the full and complete understanding and commitment between the parties hereto concerning the contents hereof, which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

#### ARTICLE IV

#### GENERAL EMPLOYMENT PRACTICES

- A. If a Teacher is disabled as a result of an assault by another arising from the performance of duties, the Teacher's wages shall continue in full without reduction in sick leave or accumulated sick leave for the days of disability until Workers' Compensation begins.
- B. Absence due to injury incurred in the Teacher's employment shall not be charged against the Teacher's sick leave days until Workers' Compensation takes over or for Seven (7) calendar days whichever comes first.

#### ARTICLE V

#### LEAVES OF ABSENCE

#### A. LEAVE DAYS

Teachers shall be entitled to be absent from work on account of illness or quarantine, including family illness, personal business, etc. for a total of Eighteen (18) days the first year of employment with the Corporation and Eighteen (18) days in each succeeding year without loss of compensation. Should a Teacher not use any or all these days, the remaining days shall be accumulative to One Hundred Fifty (150) days.

Teachers that are above the One Hundred Fifty 150 days maximum accumulation with the ratification of the 2023-2025 contract will have their current number of days be the maximum. Any days above the maximum amount will be purchased at the rate of One Hundred Twenty-Five Dollars (\$125) for each day. The money will be deposited in a 401(a) account before July 1<sup>st</sup> of each year.

Anytime there is a drop in the accumulation, the new number will be the new maximum accumulation. Example: Teacher has 335 days currently and uses 20 days this year from the accumulated amount. The teacher will have a maximum of 315 days.

In the event any Teacher shall have accumulated One (1) or more sick/leave days in another School Corporation, up to Fifteen (15) days shall be added to his or her leave the first year of employment with Springs Valley Community Schools. Up to Five (5) days a year will be transferred until all leave is exhausted with the former employer. During the 2023-2024 school year, any current employee may transfer Fifteen (15) days and Five (5) days a year from his/her former employer.

Leave days used during summer or evening school shall be deducted at the rate of One-half (½) day for each absence. Teachers shall be given a copy of each absence verification form.

Leave may be used on a One-half (1/2) day basis.

#### B. BEREAVEMENT LEAVE.

Teachers shall be entitled to be absent from work without loss of compensation for the death of a spouse or child, including miscarriage for Ten (10) working days. Teachers shall be entitled to Six (6) working days for parent, stepchildren, and grandchildren within Eight (8) calendar days.

Teachers shall be entitled to be absent from work without loss of compensation for death of other immediate family members for a period extending not more than Five (5) working days within Seven (7) calendar days beyond such death. Immediate family shall be defined as: brother, sister, father-in-law, mother-in-law, stepfather, stepmother, son-in-law, daughter-in-law, half-brother, half-sister, brother-in-law, sister-in-law, or any other dependent person living in the Teacher's household.

Teachers shall also be entitled to be absent from work without loss of compensation for up to Two (2) days per occurrence for the death of any aunt, uncle, first cousin, brother-in-law, sister-in-law, niece, nephew, grandparent, grandparent-in-law, great-aunt, great-uncle, great-niece, great-nephew, great-grandparent and great-grandchild.

Up to One (1) day of bereavement leave may be used within one calendar year from date of death for estate/financial matters.

#### C. JURY DUTY LEAVE.

When requested, a Teacher may serve on jury duty. The Corporation shall pay the Teacher his or her full salary provided that such Teacher has previously agreed to pay to the Corporation pay, except mileage fees, received for serving on jury duty. A Teacher who is called to jury duty and is dismissed in the morning shall report for afternoon work.

#### D. COURT APPEARANCE LEAVE.

Court leave with pay shall be granted to Teachers for the time necessary to make appearance(s) in any court proceeding resulting from activities relating to the Teacher's employment in the School Corporation where the Teacher's presence is required by the Court. Provided, however, that no compensation shall be paid for time lost as a result of court appearances resulting from any action taken by the Teacher or the Corporation under Public Law 217, Acts of 1973, Indiana, or any action by the Teacher against the Corporation, its servants or agents.

#### E. STAFF DEVELOPMENT LEAVE.

Within the discretion of the Superintendent of Schools, a Teacher may be granted up to two (2) days with pay for the purpose of visiting other schools for educational reasons or attending meetings or conferences of an educational nature. The Superintendent has discretion to grant or deny additional days.

#### F. MATERNITY LEAVE/ADOPTION LEAVE.

- 1. A Teacher who is pregnant shall be granted a leave of absence and may continue in active employment as late into the pregnancy as she wishes, if she can fulfill the requirements of her position. Teachers adopting a child not yet age eligible to be enrolled in school shall qualify for the same benefits as a natural birth. This provision does not apply to the adoption of stepchildren by the stepparent. Maternity and adoption leave shall be governed by the following:
- a. A letter from the Teacher shall be given to the Superintendent as soon as possible stating the beginning date of the leave and the expected date of return. The teacher shall provide a statement from the doctor certifying the leave, or a letter from the adoption agency that the adoption is in process.
- b. A female employee shall be granted Forty-Two (42) consecutive days. The period of leave shall include all holidays which fall during the period of maternity leave. Fall, Christmas, and Spring Break will be counted as holidays. If birth or adoption occurs during the summer months, the leave will commence on the date of birth or adoption.
- c. The teacher may not use accumulated leave days when the Teacher's physician certifies that the Teacher can perform the Teacher's regular teaching duties. The Teacher is entitled to complete the remaining leave without pay. In case of adoption, a Teacher is entitled to complete additional leave without pay following completion of the Corporation paid leave.
- 2. During unpaid leave, the Teacher may maintain coverage in any group insurance program by paying the total premium including the Corporation's share, if any, attributable to the leave period.
- 3. During leave extending into a part of a school year, a Teacher shall accumulate leave in accordance with the provisions of the Master Contract in effect at the Springs Valley Community Schools in the same proportion which the number of days the Teacher is paid during such year of work or leave bears to the total number of days for which Teachers are paid in the Corporation.

#### G. MILITARY LEAVE.

All Teachers, who are members of the Indiana National Guard or of the reserve components or the retired personnel of the naval, air, or ground forces, shall be entitled to leave of absence from their respective duties, without loss of time or pay for such time as the members of the National Guard are in the military service on training duties of the State of Indiana under order of the Governor as Commander-in-Chief, or as members of any reserve component under order of the component authority thereof, for services not to exceed Fifteen (15) days in any One (1) calendar year. It is understood that this section covers not only training duties but also a call up for situations such as flood, fire, riot and insurrection and tornado.

#### H. FAMILY MEDICAL LEAVE ACT (FMLA) LEAVE.

If a teacher requests long term leave for his/her own health conditions, the Corporation may require that all or part of his/her accrued leave, personal leave or other forms of compensable time off, be used in conjunction with FMLA leave. If leave is requested for any other FMLA approved reason, a teacher may be required to use all or part of his/her accrued leave or other compensable or non-compensable time off in conjunction with FMLA leave. If the Teacher has no other compensable leave time remaining, but has FMLA leave time remaining, it will then consist of unpaid leave with the required health care. If the teacher has no compensable leave or FMLA leave remaining, they may apply for unpaid leave.

#### I. SICK LEAVE BANK.

The Board has established a "Sick Leave Bank" for all Teachers of the Springs Valley Community Schools. The bank maximum is Two Hundred Seventy-Five (275) days. Teachers may contribute days annually to the Sick Leave Bank unless the bank is at its maximum number of days. Teachers new to the school system who have not had a chance to donate days to the Sick Leave Bank, may donate up to Five (5) of their leave days to the bank in order to become a member of the bank, even if the donation increases the number of days in the bank to more than Two Hundred Seventy-Five (275) days.

A Sick Leave Bank Committee will be composed of the Superintendent, the President or Co-Presidents of the Association, One (1) Elementary School Teacher and One (1) High School Teacher, both chosen by the Association. The purpose of said Committee is to administer the Sick Leave Bank.

Any Teacher wishing to use days from the Sick Leave Bank must have donated One (1) or more days to said bank and also must first use all of his or her own accumulated leave days before submitting a request to the Sick Leave Bank Committee. Requests to the Committee for days from the bank shall be acted upon by the Committee. Pregnancy related conditions qualify for days from the Sick Leave Bank.

The maximum number of days to be granted per Teacher shall be Ninety (90) school days per school year. It is understood that no Teacher shall receive more than One Hundred Eighty (180) school days with pay from the Sick Leave Bank in any given Six (6) consecutive year period. It is further understood that said Six (6) consecutive year period shall begin on the first day that a Teacher shall receive a paid day from the Sick Leave Bank. It is also understood that once the Six (6) consecutive year period has expired, a Teacher is once again entitled to receive up to One Hundred Eighty (180) paid days from the Sick Leave Bank in another given Six (6) consecutive year period, again beginning with the first paid day given by the Sick Leave Bank. It is understood and agreed to that once a Teacher has received any days from the Sick Leave Bank it is necessary for that Teacher to donate up to Five (5) days of his or her own leave days to the bank the following school year in order to continue to be a member of the Sick Leave Bank and have an opportunity to draw days from the bank in the future. A member who continues in the employment of the School Corporation shall repay the days used from the bank at the rate of Four (4) days per year until One Hundred Percent (100%) of the granted leave days have been repaid. The Committee, by unanimous vote only, may waive repayment in part or in whole upon a showing of extenuating

circumstances. Days repaid shall be credited to the bank. In the event that the number of days in the Sick Leave Bank is at or above Two Hundred Seventy-Five (275) days, a Teacher who has drawn days from the Sick Leave Bank the previous year shall still be allowed to contribute up to Five (5) days of his or her own leave days to the bank in order to remain a member of the Sick Leave Bank.

If at any time during the school year, the number of days in the Sick Leave Bank drops below Fifty (50) days, Teachers shall be allowed to contribute up to Five (5) additional leave days each to the Sick Leave Bank in order to build the days in the bank back up again.

#### J. PATERNITY LEAVE.

- 1. Male Teachers eligible for paternity leave must use paternity leave within Six (6) weeks of the birth or adoption of a child. Teachers adopting a child not yet age eligible to be enrolled in school shall qualify for the same benefits as a natural birth. This provision does not apply to the adoption of stepchildren by the stepparent. Paternity and adoption leave shall be governed by the following:
- a. A letter from the Teacher shall be given to the Superintendent as soon as possible stating the beginning date of the leave and the expected date of return. The teacher shall provide a statement from the doctor certifying the leave, or a letter from the adoption agency that the adoption is in process.
- b. An employee shall be granted Twenty-One (21) consecutive days. The period of leave shall include all holidays which fall during the period of paternity leave. Fall, Christmas, and Spring Break will be counted as holidays. If birth or adoption occurs during the summer months, the leave will commence on the date of the birth or adoption.

#### ARTICLE VI

#### PROFESSIONAL COMPENSATION

#### A. SALARY

The basic salaries of Teachers covered by this Contract are set forth in APPENDIX A which is attached to and incorporated in this Contract. Pursuant to IC 20-28-9 and IC 20-28-11.5 a teacher must be identified as Effective or Highly Effective via the completion of the entire summative performance evaluation process to be eligible for consideration to receive any form of a salary increase. Summer school Teachers shall be paid based on the fiscal year in which the days are taught. Summer School pay will be based on prior year's base contract. If the ADM is 815 or lower, the superintendent may reopen the contract for the 2024-2025 school year.

#### B. MILITARY SERVICE

Each year of military service by a Teacher up to a maximum of Four (4) years shall be given credit as the equivalent of One (1) year of teaching experience. If service is less than One (1) year, a minimum of Eight (8) months' military service is necessary to qualify for the equivalent of a year of service. The above shall apply to all veterans who took the Oath of Allegiance, wore the uniform, served in either combat or non-combat units of a branch of the United States Armed Services and were honorably discharged. No credit previously given in this system for military service shall be reduced as a result of this agreement.

#### C. ADDITIONAL TRAINING

All adjustments to salary as a result of additional training shall be effective at the beginning of the school year succeeding the date of completion of the course.

#### D. PRIVATE OR PAROCHIALSERVICE

All Teachers shall receive One (1) year of experience credit on the salary schedule for each year of service in any public, private or parochial school certified or commissioned by the Commission on General Education of the State Board of Education, or in a public school equally recognized by the duly authorized state agency of any other state, or in an accredited publicly supported college or university (excepting service as graduate assistants), or a school maintained by the United States Government for children of military personnel and other government employees either in the United States or a foreign country.

#### E. NEW HIRE PLACEMENT

The 2023-2025 Salary Schedule will provide a basis for salary placement of new hires. No new hire will be placed on the compensation model above a teacher at Springs Valley Community Schools with the same years of service and degree/certification without discussion with the President and/or UniServ Director of the Association.

#### F. PERSONAL CAR MILEAGE

Teachers shall not generally use their personal automobiles for school business. However, if such Teachers shall be required to use their automobile on school business by the Corporation, he/she shall receive the rate determined by the Internal Revenue Service.

#### G. LIABILITY INSURANCE

The Corporation shall continue in force the excess One Million Dollar (\$1,000,000.00) liability insurance policy which covers Teachers in case of suit arising from or in the performance of their duties.

#### H. INSURANCE.

1. For each Teacher, the Corporation shall provide a One Hundred Thousand Dollar (\$100,000.00) life insurance policy plus AD&D, which shall be fully paid by the Corporation.

If a Teacher chooses to work to age Sixty-Five (65) or beyond, the life insurance shall be reduced as follows:

Upon attainment of age 65	Carrier will pay 65% of full amount	
	(Example: $$100,000.00 \times 65\% = $65,000.00$ )	
Upon attainment of age 70	Carrier will pay 40% of full amount	
	(Example: $$100,000.00 \times 40\% = $40,000.00$ )	
Upon attainment of age 75	Carrier will pay 25% of full amount	
	(Example: $\$100,000.00 \times 25\% = \$25,000.00$ )	

2. The Board's Health Insurance contributions effective January 1, 2020 (for 2023-2025) contract year) are as follows:

Single Annual Corporation Contribution: \$8,100	The Board will pay <b>up to</b> \$675 per month for 2023-2025 school years only.
Family	The Board will pay up to \$1100 per
Annual Corporation Contribution: \$13,200	month for 2023-2025 school years only.

- 3. In the event that both a husband and a wife are Teachers in the school system and choose a family hospitalization plan, the Board shall pay up to One Thousand Three Hundred Thirty Dollars (\$1,330) toward the cost of the plan for the 2023-2025 school years. It is understood that the husband and wife shall each pay at least One Dollar (\$1.00) of the total cost of the family health plan. It is also understood that in the event that both a husband and a wife are Teachers in the school system and choose to take Two (2) single hospitalization plans, the Board shall fully pay both single plans, less One Dollar (\$1.00) per Teacher, up to a maximum of Six Hundred Seventy-Five Dollars and Seventy-Nine Cents (\$675).
- 4. The Corporation shall also provide vision insurance coverage for all Teachers. Contributions to the vision plan by the Corporation shall be that the Board shall pay Ten Dollars and Four Cents (\$11.36) per month for single coverage and Twenty-One Dollars and Fifty-Two Cents (\$24.36) per month for family coverage for vision insurance each school year.
- 5. The Corporation shall contribute Twenty-Three Dollars (\$23.00) per Teacher per month toward the cost of single or Forty-Six Dollars (\$46.00) per month for family group dental plan and Fifty-Two Dollars (\$52.00) per month for a husband and wife who are both Teachers in the school system.

- 6. The Corporation and the Exclusive Representative shall mutually agree to any change in the insurance carrier(s) and/or insurance coverage(s) for the following insurance plans in effect in the Corporation (health, dental, vision and disability). The Corporation may change the life insurance carrier without the mutual agreement of the Exclusive Representative.
- 7. All Teachers of Springs Valley Community Schools are covered by Workers' Compensation Insurance.
- 8. The Corporation shall provide long-term disability insurance through the existing plan or a comparable plan agreed to by the Exclusive Representative with a one hundred eighty (180) day waiting period. The Corporation shall bear the cost of such plan for the Teachers.
- 9. The School Corporation shall provide Phase I of Section 125 at no cost to Teachers, to all Teachers who desire to participate.
- 10. The School Corporation shall provide Phase II of Section 125 to all Teachers who desire to participate with participants paying the costs associated with the program.
- 11. For the 2023-2025 Contract, the Corporation and Association will appoint members for an insurance committee. The purpose of the committee is to discuss the health insurance needs of the employer and employees.

#### I. Leave Stipend

Beginning with the second semester of 2023-24, Teachers on a One Hundred Eighty-Four (184) day contract using Zero (0) days of leave shall receive Three Hundred Fifty Dollars (\$350) each semester in the form of a stipend included in their pay. Unused days shall also be allowed to accumulate. Teachers using One Half (1/2) but no more than Three (3) leave days for each semester shall receive Two Hundred Fifty Dollars (\$250) in the form of a stipend. Unused days shall also be allowed to accumulate. Eligible Teachers employed less than One Hundred Eighty-Four (184) days, but which extend to the end of the school year, will receive a prorated stipend.

#### K. POST-SEPARATION 401a BRIDGE TO SOCIAL SECURITY BENEFIT.

With at least Eighteen (18) years of total teaching experience, of which at least Ten (10) years are continuous years of teaching at Springs Valley, a Teacher who, prior to July 1<sup>st</sup>, is between the age of Fifty-Five (55) years, and eligible for Medicare, is eligible for Post-Separation 401(a) benefits. Said Teacher must have notified the School Corporation in writing by the last day of the school year. This restriction may be waived for health reasons. Effective September 1, 2002, the Corporation will pay the early retiree according to the table below [in Twelve (12) consecutive monthly payments] beginning the month of July following his/her retirement from the Springs Valley Community School Corporation and continuing for a maximum of Sixty (60) months between age Fifty-Five (55) until the month of the retiree's Medicare eligibility. The benefit described in this paragraph shall be paid to the individual's Post-Separation 401(a) Plan. This amount shall remain constant for each retiree and will not increase throughout the retiree's retirement years. See chart on page 11.

61-83 60 or less	* \$630.00	60 60 or until Medicare eligibility,
84 or more	\$882.00	60
Number of Months from July 1 <sup>st</sup> Following Date of Retirement Until Medicare Eligibility	Monthly Payment	Number of Months

<sup>\*</sup>Monthly benefit calculated by using the following formula: Six Hundred Thirty Dollars (\$630.00) times number of months from July  $1^{st}$  following date of retirement until Medicare eligibility divided by Sixty (60).

It is understood and agreed to that in addition to the Post-Separation 401(a) benefits spelled out herein a retiring Teacher shall also receive the severance pay benefits a Teacher is entitled to receive.

After giving the School Corporation official written notification of his/her intent to take retirement and in the event the retiree dies before reaching the age of qualifying for Medicare eligibility the retiree's spouse and dependent children shall be allowed to remain in the School Corporation's health, dental, and vision insurance plans until said spouse reaches the age of qualifying for Medicare eligibility with the spouse paying One Hundred Percent (100%) of the insurance premiums. It is understood and agreed to that at the time of death of the retiree, his/her spouse and dependents are frozen in coverage and no new participants (new spouse and/or new dependent children) can be added to the insurance plan in effect at the time of the retiree's death. Further, "dependent children" status shall be determined in accordance with the provisions of the insurance carriers.

In the event of the death of an Employee who has met all Post-Separation 401(a) qualifications but has not announced his or her retirement from teaching, the surviving spouse shall be allowed to maintain the health insurance plan of the deceased Teacher until the surviving spouse reaches the age of qualifying for Medicare eligibility, by paying One Hundred Percent (100%) of the insurance premium.

In the event that the retiree goes off of the insurance benefits when he/she reaches the age of qualifying for Medicare eligibility and in the further event the retiree's spouse is younger than the retiree, said spouse will be allowed to remain in the insurance programs (health, dental and vision), at the expense of the spouse, until said spouse reaches the age of qualifying for Medicare eligibility by paying One Hundred Percent (100%) of the insurance premium (continuing in the dental and vision insurance is pending final approval by the Insurance Trust/Insurance Carrier.)

It is understood and agreed to that in the event of the death of the retiree who is still receiving benefits (the monthly stipend) from the School Corporation, said benefits such retiree would have been entitled to receive had he or she survived, will be paid directly, less FICA\*, in the same

manner benefits would have been paid had the retiree survived, to the surviving spouse of the deceased or the child or children of the deceased.

EXAMPLE: \$882.00 x.9235 = \$814.53EXAMPLE: \$630.00 x.9235 = \$581.81.

\*NOTE: The Employer's current FICA contribution is .0765.

It is understood and agreed to that the annual Post-Separation 401(a) payments together with Severance Pay (which does not include the Post-Separation 401(a) insurance benefits spelled out herein) shall not exceed the maximum annual Social Security benefit a person can receive. This Social Security maximum changes annually.

The vendor selected to administer the Post-Separation 401(a) program shall be chosen by mutual agreement between the Board and the Association. There shall be no cost to the Springs Valley Community School Corporation to administer this program.

#### L. PART-TIME BENEFITS

Any Teacher under Contract for less than a full day shall receive the same full fringe benefit package as received by Teachers under a full Contract, with the Board making the following contributions:

3/7 Contract or more	Same Board contribution as is made for Teachers under a full Contract
2/7 Contract*	2/3 of same Board contribution as is made for Teachers under a full Contract
1/7 Contract*	1/3 of same Board contribution as is made for Teachers under a full Contract

<sup>\*</sup>If the insurance carrier(s) will allow said part-time Contract Teachers to remain in the insurance plans.

#### ARTICLE VII

#### RETIREMENT AND SEVERANCE PAY

#### A. SEVERANCE PAY.

After Ten (10) years' service in the Springs Valley Community Schools, upon retirement after attaining at least the age of Fifty (50) years and qualifying for early retirement with the Indiana Public Retirement System, the retiring teacher will receive One Hundred Twenty-Five Dollars (\$125.00) per day for each unused leave day accumulated by said Teacher up to a maximum of One Hundred Fifty (150) days. Teachers that currently have more than One Hundred Fifty Days 150 days, will have their current count as their maximum (refer to page 3 Leave of Absence for a

more detailed explanation). If days are used, they will be subtracted from the maximum days above One Hundred Fifty (150). Teachers notifying the Superintendent by August 30th of the year they retire will receive their leave buy-back by June 30th. Without early notification severance will be paid in the following manner: If severance pay is Two Thousand Dollars (\$2,000.00) or less, it shall be paid directly to the School Employee in One (1) installment before June 30<sup>th</sup> of the year of retirement. If Severance Pay is more than Two Thousand Dollars (\$2,000.00) and less than Four Thousand Dollars (\$4,000.00), the Severance Pay shall be paid as follows: the first Two Thousand Dollars (\$2,000.00) shall be paid directly to the School Employee before June 30th of the year of retirement and the remainder paid in January and before January 31st of the year following retirement to the individual's Post-Separation 401(a) Plan. If Severance Pay is Four Thousand Dollars (\$4,000.00) or more, said Severance Pay shall be paid as follows: in two (2) equal installments, the first to be paid before June 30th of the year of retirement and the second to be paid in January of the year following retirement, not later than the tenth (10th) of the month. The first Two Thousand Dollars (\$2,000.00) shall be paid directly to the School Employee and all remaining benefits shall be paid to the individual's Post-Separation 401(a)Plan. If the Severance Pay is an amount, which when added to the annual Post-Separation 401(a) benefit, would cause the total payment to exceed the Social Security maximum for that calendar year, then the number of Severance Pay payments shall be automatically increased above the Two (2) equal payments so that said Teacher will receive all the Severance Pay said Teacher is entitled to receive.

In the event that a Teacher has been in the Corporation for at least Ten (10) years and has attained at least the age of Fifty (50) years, and who upon retirement has not accumulated sufficient leave days, then such Teacher shall be guaranteed a minimum severance pay of Five Hundred Thirty-Six Dollars (\$536.00).

In the event of the death of a Teacher with at least Ten (10) years of service in the Springs Valley Community Schools and after attaining at least the age of Fifty (50) years, severance benefits that have been earned by said Teacher shall be paid to his/her beneficiary as legally entitled.

The 2023-2025 contract will establish One Hundred Fifty (150) days as the maximum amount that a teacher can accumulate. Any days above One Hundred Fifty (150) will be purchased back from the Corporation at the rate of One Hundred Twenty-Five Dollars (\$125.00) per day. Teachers currently holding more than One Hundred Fifty (150) days, will have their current amount as the maximum. If a teachers uses days, it changes the maximum allowed to accumulate.

For example if a teacher currently holds 325 days at the ratification of the 2023-2025 contract, they will be paid One Hundred Twenty Five Dollars (\$125) for all days above 325. If days are used and the teacher drops below 325, the number available at the end of the school year will be the new maximum. The money will be deposited into a 401(a) by June  $30^{th}$ .

#### B. RETIREMENT INSURANCE BENEFIT.

An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following insurance benefits provided the Teacher has otherwise satisfied the requirements and conditions described below.

#### 1. GROUP HEALTH INSURANCE.

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

- a. While the retired Teacher and spouse, if any, remain enrolled in the health insurance plan, the retired Teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
- b. The Teacher has provided a written request to the School Corporation for continuing insurance coverage for the Teacher and spouse, if any.

When a retired Teacher first becomes eligible for Medicare, the Teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired Teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible Teacher's right to continue health insurance for the Teacher and spouse, including if otherwise applicable, Indiana Code. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

#### C. 403(b) ANNUITY PLAN.

- 1. Each Teacher may elect to make a salary reduction election and make tax deferred contributions, to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code. The Board shall forward salary reduction money to the appropriate vendor each pay day.
- 2. The School Corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to 403(b) Plan.

#### D. BUY OUT OF RETIREMENT INSURANCE BENEFITS.

## 1. ENTITLEMENT TO RETIREMENT INSURANCE BENEFITS AND VESTING REQUIREMENTS.

Upon retirement from the Springs Valley Community School Corporation, a Teacher shall be fully vested in the retirement benefits described in this Article if the retiring Teacher has satisfied the following requirements:

a. The retiring Teacher is at least age Fifty-Five (55) years of age prior to July 1<sup>st</sup> and have at least Eighteen (18) years of total teaching experience.

- b. Immediately prior to retirement, the Teacher must have completed not less than Ten (10) full years of service as a professional educator with the Springs Valley Community School Corporation.
- c. The retiring Teacher must submit a written notice of retirement by the last day of the school year. This restriction may be waived for health reasons.
- d. All certified staff shall be fully vested in the 401(a) and VEBA accounts upon death, unless law or regulations enacted after November 1, 2007 cause such provision to have adverse tax or legal consequences.
- 2. SEE 2006-2009 MASTER CONTRACT FOR TERMS OF BUY OUT OF RETIREMENT INSURANCE BENEFITS, BUY OUT CONTRIBUTIONS TO VEBA ACCOUNTS, AND FUTURE ADJUSTMENTS. ALL TERMS SHALL REMAIN IN EFFECT.
- E. RETIREMENT SAVINGS 401(a) ANNUITY PLAN.
- 1. The School Corporation shall establish a qualified retirement plan as described in Section 401(a) of the Code. All certified staff shall be eligible to participate in the ongoing 401(a) Plan.
- 2. The Board agrees to contribute One Percent (1%) of the base salary into the employee's 401(a) account. The Board shall make Ten (10) equal payments, beginning in September, and will complete its contributions in June, on the second pay of each stated month to employee accounts. There will be no commingling of accounts and each Employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan. The single investment vendor for the 401(a) Plan shall be mutually agreed upon by the Board and the Association.
- 3. Each bargaining unit member shall be Twenty Percent (20%) vested in these individual 401 (a) accounts per year to One Hundred Percent (100%) upon the completion of his/her fifth (5<sup>th</sup>) year of continuous employment with the Corporation. In addition, all certified staff shall be fully vested in the 401(a) upon death, unless law or regulations enacted after November 1, 2007 cause such provision to have adverse tax or legal consequences.
- 4. Any forfeited amounts shall not be returned to the School Corporation. Instead, forfeited amounts shall be reallocated equally at the end of each plan year only among the then remaining separate 401(a) Plan accounts.

## F. RETIREMENT SAVINGS VEBA PLAN.

- 1. The School Corporation shall contribute to a Voluntary Employees' Beneficiary Association ("VEBA") as described in Section 501(c)(9) of the Code.
- 2. The Board agrees to contribute One Percent (1%) of the base salary for all employees including those hired after July 1, 2004. The Board shall make Ten (10) equal payments beginning in

September, throughout the school year, and will complete its contributions on or before August 1<sup>st</sup> of each succeeding year. There will be no commingling of accounts and each Employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA plan. The single investment vendor for the VEBA plan shall be mutually agreed upon by the Board and the Association.

- 3. Each bargaining unit member shall be Twenty Percent (20%) vested in these individual VEBA accounts per year to One Hundred Percent (100%) upon the completion of his/her Fifth (5<sup>th</sup>) year of continuous employment with the Corporation. In addition, all certified staff shall be fully vested in the VEBA accounts upon death, unless law or regulations enacted after November 1, 2007 cause such provision to have adverse tax or legal consequences.
- 4. Any forfeited amounts shall not be returned to the School Corporation. Instead, forfeited amounts shall be reallocated equally at the end of each plan year only among the then remaining separate VEBA plan accounts.

#### ARTICLE VIII

#### GRIEVANCE PROCEDURE

#### A. DEFINITIONS.

- 1. A "grievance" is a claim by One (1) or more Teachers of a violation, a misapplication, or a misinterpretation of this Contract.
- 2. The term "day" as used in this Article shall mean school days; except that during summer recess, the term shall mean weekdays.

#### B. CONFIDENTIALITY.

- 1. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the proceedings.
- 2. No reprisal of any kind shall be taken by or against any participant who is properly following the grievance procedure by reason of such participation.
- 3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant, with the exception of the final determination if discipline is sustained, and shall not be a valid basis for evaluations.

#### C. INDIVIDUAL PRESENTATION

Nothing contained herein shall be construed to prevent any individual Teacher from presenting a grievance and having it adjusted if the adjustment is not inconsistent with the terms of this Contract, and the Exclusive Representative has been given an opportunity to be present at all levels above Step One.

#### D. PROCEDURE.

#### 1. LEVEL ONE – ORAL DISCUSSION.

A Teacher with a grievance may initiate this procedure in One (1) of the following ways:

- a. He or she may discuss the matter in his/her own behalf with his or her immediate supervisor.
- b. He or she may request that a representative of the Exclusive Representative accompany him/her when he/she discusses the matter with his/her immediate supervisor.

#### 2. LEVEL TWO – WRITTEN GRIEVANCE.

- a. Within Six (6) days of the oral discussion, if the grievance is not resolved, it shall be submitted in writing, signed by the grievant to the Building Principal on the form attached to this Contract.
- b. Within Six (6) days after receiving the written grievance, the Principal shall communicate his answer in writing to the grievant and the Exclusive Representative.

#### 3. LEVEL THREE – MEETING WITH THE SUPERINTENDENT.

- a. If the grievance is not resolved in Level Two, the grievant may, within Five (5) days of the receipt of the Principal's answer appeal to the Superintendent by filing the grievance and the Principal's answer. The Superintendent shall schedule a meeting between the grievant and his or her representative and the Superintendent or his designee and the Principal, to be held within Ten (10) days.
- b. The Superintendent, or his designated representative shall give the grievant and the Exclusive Representative an answer in writing no later than five (5) days after such meeting.

#### 4. LEVEL FOUR – APPEAL TO THE BOARD.

- a. If the grievance is still unresolved, it may be appealed to the Board, by filing the written grievance and written answers not later than Ten (10) days after receipt of the Superintendent's reply. A meeting of grievant, the Exclusive Representative and the Board and its designated representative(s) shall be held within Fifteen (15) days following receipt of such notice and the Superintendent shall promptly notify the grievant and the Exclusive Representative of the date, time, and the place where such appeal shall be heard.
- b. The Board's written decision shall be transmitted to the grievant and the Exclusive Representative within Five (5) days after the hearing.

#### E. HEARINGS.

Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present, to attend. Hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.

#### F. TIME LIMITS.

- 1. Time limits herein may be extended only by mutual agreement, signed by the parties.
- 2. If there is a failure at any step to communicate the decision on a grievance to the grievant within the specified time limit, the grievant shall receive the remedy sought.
- 3. 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 and the right to further processing shall be waived.
- 4. Only grievances arising during the term of this Contract shall be processed under this Article.

#### G. STATE AND FEDERAL LAW.

1. Nothing contained herein shall deny to any Teacher rights under State or Federal Constitutions and Law.

#### ARTICLE IX

#### TERM OF AGREEMENT

This Contract shall be effective as of July 31, 2023 and shall continue in effect until June 30, 2025, except as otherwise noted herein.

Whenever any notice is required to be given by either of the parties to this Contract to the other party, either shall do so by mail or by hand.

This Contract is made and entered into at French Lick, Indiana, on this 31st day of July 2023, by and between the Board of School Trustees of the Springs Valley Community Schools, County of Orange, State of Indiana, party of the first part, heretofore referred to as the "Corporation", and the Springs Valley Teachers Association, party of the second part, heretofore referred to as the "Exclusive Representative".

This Contract is so attested to by the parties whose signatures appear below. The Undersigned attest to the following: 1. A public meeting was held in compliance with I.C. 20-29-6-1(b) on September 11, 2023, and electronic participation from the parties and/or public was not permitted. 2. A public meeting in compliance with I.C. 20-29-6-19 was held on September 28, 2023, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

BOARD OF SCHOOL TRUSTEES OF THE SPRINGS VALLEY **COMMUNITY SCHOOLS** Board ratified on October 9, 2023

SPRINGS VALLEY TEACHERS ASSOCIATION Membership ratified on September 26, 2023

Superintendent

Co-President

Board Presiden

BY: Board Secretary

#### APPENDIX A

#### Springs Valley Community Schools Compensation Model 2023-2025

#### **BASE SALARY INCREASES**

#### I Salary Range

The salary range for the 2023-2024 school year is \$40,300 to \$72,300. This range does not include 2023-2024 increases or the 3% ISTRF Corporation contribution. The salary range for the 2024-2025 will be \$43,300-\$75,300. This range does not include 2024-2025 increase or the 3% ISTRF Corporation contribution.

#### II General Eligibility4

- 1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at the prior year salary.
- 2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.

#### III Redistribution

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

#### IV Factors and Definitions

- 1. Evaluation rating The teacher received a highly effective or effective evaluation rating for the prior year. 80%
- 2. Year of Experience- The teacher was employed in the Corporation for at least 120 TRF days in the prior year. 20%

#### V Distribution (See Salary Schedule (Appendix A)

**2023-2024** The bottom two rows were removed which added Three Thousand Dollars (\$3,000) to each remaining level. The levels were renamed. Teachers will not advance on the scale but receive a \$3000 increase on the base salary if they meet the eligibility requirements.

**2024-2025** If the ADM is 815 or above, a teacher will move one level on the compensation model (Appendix A) if they meet the eligibility requirements.

## APPENDIX A-1 2023-2025 SALARY MODEL SPRINGS VALLEY COMMUNITY SCHOOLS

See Appendix D-1 for column movement. Indiana Code 20-28-9-1.5 allows a supplemental payment. The \$2000 supplemental payment that places a teacher on the MS scale.

LEVEL	BA SALARY	LEVEL	MS SALARY
A	\$43,300	A	\$45,300
В	\$44,800	В	\$46,800
C	\$46,300	С	\$48,300
D	\$47,800	D	\$49,800
E	\$49,300	Е	\$51,300
F	\$50,800	F	\$52,800
G	\$52,300	G	\$54,300
H	\$53,800	Н	\$55,800
I	\$55,300	I	\$57,300
,		J	\$58,800
		K	\$60,300
		L	\$61,800
		M	\$63,300
		N	\$64,800
		0	\$66,300
		P	\$67,800
		Q	\$69,300
		R	\$70,800
		S	\$72,300
		T	\$73,800
		U	\$75,300

#### APPENDIX B

## EXTRA-CURRICULAR SCHEDULE 2023-2025

#### **EFFECTIVE AUGUST 1**

(The number of positions is for informational purposes and not bargained)

Level	Area 1	Area 2	Area 3	Area 4
A	\$6,500	\$4,000	\$2,500	\$1,500
B	\$6,700	\$4,100	\$2,600	\$1,600
C	\$6,900	\$4,200	\$2,700	\$1,700
D	\$7,100	\$4,300	\$2,800	\$1,800
E	\$7,300	\$4,400	\$2,900	\$1,900
F	\$7,500	\$4,500	\$3,000	\$2,000
G	\$7,700	\$4,600	\$3,100	\$2,100
H	\$7,900	\$4,700	\$3,200	\$2,200
I	\$8,100	\$4,800	\$3,300	\$2,300
J	\$8,300	\$4,900	\$3,400	\$2,400
K	\$8,500	\$5,000	\$3,500	\$2,500

#### **High School**

Area 1	Area 2	Area 3	Area 4
Varsity Basketball Varsity Football Varsity Volleyball	Varsity Baseball Varsity Softball Director of Bands	Varsity Cheer & Pep Club Varsity Track & Field (2) Cross Country Varsity Golf (2) Asst. Volleyball 1 Asst. Basketball 1 (2) Asst. Football 1 Asst. Football 2	Asst. Softball 1 Asst. Baseball 1 Asst. Cheer 1 Asst. Track & Field 1 (2) Asst. Cross Country 1 Asst. Basketball 2 (2) Asst. Football 3 Asst. Volleyball 2

**Band Assistants** The number of assistants will be determined by the Band Director, and \$5,500 will be equally divided for compensation of those assistants.

Junior High

ounter the	811			
<u>\$2000</u>	<u>\$1,500</u>	\$1,250	<u>\$1000</u>	<u>\$500</u>
Jr. High Football 7 Jr. High Football 8 Jr High Volleyball 7 Jr. High Volleyball 8 Jr. High Basketball 7 (2) Jr. High Basketball 8 (2) Web Master	Jr. High Track (2)	Jr. High Baseball Jr. High Softball Jr. High Golf Jr. High Cheer 7 & 8 Jr. High Cross Country (2)	5 <sup>th</sup> Grade Volleyball 6 <sup>th</sup> Grade Volleyball 5 <sup>th</sup> Grade Basketball (2) 6 <sup>th</sup> Grade Basketball (2)	Jr. High Cheer 5 & 6

Clubs	Class Sponsors	Department Chairperson \$450
Student Council \$400 NHS \$400 Spanish Club \$400 FCCLA \$600 FFA \$600 SADD \$600	Senior Chair \$600 Junior Chair \$600 Senior Class (2) \$400 ea. Junior Class (2) \$400 ea. Sophomore Chair \$200 Freshman Chair \$200	Fine Arts Math Science Language Arts Social Studies Guidance PE Special Education CTE

#### Miscellaneous Elementary

Accelerated Blackhawks Program (per participating Teacher) - \$150

Elementary Music Program (per participating Teacher) - \$150

Elementary Math Bowl - \$400

Elementary Spelling Bowl Coach - \$400

NCA Co-Chairmen (2) \$600

Professional Development/Tech Coach - \$500

Elementary Musical Director - \$1000

#### Miscellaneous Jr./Sr. High

H.S. Academic Coach Chair - \$300 Jr. High Academic Coach Chair - \$300 BPA Business Professionals of America \$400 HS Subject Area Coaches (5) - \$500 Jr. High Subject Area Coaches (5) - \$500 NCA Co-Chairmen(2) \$600 CTE Teachers, employed by Springs Valley Community Schools teaching dual-credit classes and eligible for a stipend from the Lost River Career Cooperative \$1,500 Dual Credit/AP (Only if 18+ graduate level hours in the content area is required) - \$2000 Professional Development/Tech Coach - \$500 Drama Director - \$1200 Robotics - \$1500 Yearbook - \$1500 Media Services Director - \$2000

Non-Certified Staff ECA Schedule (This scheduled was not bargained, but for informational

purposes only)

Level	Area I	Area 2	Area 3	Area 4
А	\$2,500	\$2,000	\$1,500	\$1250
В	\$2,600	\$2,100	\$1,600	\$1,300
С	\$2,700	\$2,200	\$1,700	\$1,350
D	\$2,800	\$2,300	\$1,800	\$1,400
E	\$2,900	\$2,400	\$1,900	\$1,450
F	\$3,000	\$2,500	\$2,000	\$1,500
G	\$3,100	\$2,600	\$2,100	\$1,550
Н	\$3,200	\$2,700	\$2,200	\$1,600
I	\$3,300	\$2,800	\$2,300	\$1,650
J	\$3,400	\$2,900	\$2,400	\$1,700
К	\$3,500	\$3,000	\$2,500	\$1,750

<sup>\*</sup>Current positions would be grandfathered in. Non-Certified staff would be placed on schedule nearest to current salary (rounded up).

NOTE:

ECA positions and pay may be shared by two (2) or more individuals as long as there is agreement to do so between the individuals and the Administration.

NOTE:

The Board shall also pay the Indiana State Teachers' Retirement Fund (ISTRF) an additional Three Percent (3%) of each Teacher's ECA pay as that Teacher's contribution to the ISTRF.

An ECA position may be divided into two (2) or more positions with the mutual agreement of the Administration and the individuals involved as long as the total money involved does not exceed the amount spelled out in this ECA schedule. Also, two (2) or more ECA positions can be combined, again with the mutual agreement of the Administration and the individuals involved, in which case the individual involved would receive the pay for each ECA job done, not to exceed the amounts spelled out in this ECA schedule.

The School Corporation can hire volunteer coaches, sponsors, etc. at Ten Dollars (\$10.00) per year, and in such case the Ten Dollars (\$10.00) shall not be deducted from the amounts in this ECA schedule but shall be in addition to the amounts in this schedule.

Credit will be given for any coaching experience in any particular sport (boys or girls). *EXAMPLES: A person who has been head girls volleyball coach for seven (7) years who switches to 8th grade girls volleyball coach will receive credit for the seven (7) years served as head girls' volleyball coach. A person who has been 7th grade girls basketball coach for three (3) years who switches to 8th grade boys basketball coach will receive credit for the three (3) years served as 7th grade girls coach.* 

#### APPENDIX C

## SPRINGS VALLEY COMMUNITY SCHOOLS GRIEVANCE FORM

Name of Grievant:		
Building:		
Teaching Assignment:		
Name and Address of Representative of Gr	ievant:	
	Level II	
A. Date Cause of Grievance Occurred:		
B. 1. Statement of Grievance		
2. Relief Sought:		
	Signature of Grievant	Date
C. Disposition by Principal:		
	Signature of Principal	Date
Level III		
A. Date Transmitted to Superintendent:		
B. Disposition by Superintendent:		
	Signature of Superintendent	Date

#### APPENDIX D-1

#### Springs Valley Community Schools Compensation for Attainment of Master's Degree

(Included for Informational Purposes Only-Not Bargained)

Further licensing or certification may be required and beneficial in certain content areas to the teacher and the school corporation. Indiana Code 20-28-9-1.5 permits school corporations to provide supplemental payment to a teacher in excess of the salary if a teacher earns a master's degree from an accredited post-secondary educational institution in a content area directly related to the subject matter of:

- a dual credit course; or
- another course; taught by the teacher; or
- is an elementary school teacher who earns a master's degree in math, reading, or literacy

This supplemental payment (pursuant to Indiana Code 20-28-9-1.5 (a) is not subject to collective bargaining, but a discussion of the supplement was held with the Association.

Springs Valley Community Schools seeks to encourage and compensate teachers to earn master's degrees as described above through additional compensation. Beginning in the 2019-2020 school year, teachers who wish to pursue and attain approved content area master's degrees will receive a one-time additional \$2,000 to be added to their current base salary.

In order to qualify, teachers must receive approval for the course pathway from the building level administrator and the superintendent by completing a letter of assurance (Page 30 of the Contract); as well as provide documentation in the form of an official transcript upon completion of the degree. Only course pathways that meet the legal requirements will be considered.

#### **APPENDIX D-2**

#### Springs Valley Community Schools Letter of Assurance for Master's Degree

(Included for Informational Purposes)

The parties represented by their agents whose signatures are affixed below, have reached the following understanding:

- 1. Further licensing or certification may be required and beneficial in certain content teaching areas.
- 2. Licensing and certification is beneficial to both the teacher and school corporation.
- 3. Degree programs will be approved by the building level administrator and superintendent.
- 4. The teacher must finish the agreed upon degree program in order to receive the increase.
- 5. The teacher must provide an official transcript from an accredited university verifying completion of the degree.
- 6. The additional \$2,000 will be placed on the base salary at the start of the new contract year following the completion of the degree.

Degree or Course Pathway	
Expected Completion Date	
(Teacher)	(Date)
(Principal)	(Date)
(Superintendent)	(Date)

## APPENDIX E ATHLETIC EVENTS

(This was not bargained, but included for informational purposes only)

Each Teacher who volunteers to work extracurricular events shall be paid Thirty-Dollars (\$30.00) per event. In the event not enough Teachers volunteer to work at football or basketball games, the Principal shall be allowed to assign Teachers to fulfill the need for that particular game, at the same rate of pay. Timekeeper and scorekeeper will be paid Forty-Five (\$45.00) per night. A lottery system shall be in place for working ballgames consisting of names of Teachers who have not worked the current or previous year. A sign-up sheet shall be posted in the Athletic Director's Office for the purpose of gathering names of volunteers to work extra-curricular events for each season.

Tutoring before or after school including Thursday Night School will be paid at the rate of \$30.00 per hour.

#### **2023 CBA COMPLIANCE CHECKLIST**

2023 CBA COMPLIANCE CHECKLIST		
Item	<b>V</b>	Page No.1
School employer and exclusive representative identified	_	Page 2
Bargaining unit description matches the IEERB Order in effect at time of ratification	_	Page 2
Beginning and ending date of CBA (must end on or before June 30, 2025)	_	Page 19
Ratification date (must be on or after September 15 and at least 72 hours after TA meeting)	_	Page 19
Signed by School Board President, Secretary, or Vice President and exclusive representative		Page 19
General definitions (definitions that apply to the whole CBA)		Page 2
Grievance procedure (if arbitration used, must indicate if advisory or binding)		Pages 17-19
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)		Page 2
Salary for new teachers (amount, schedule, or method of calculation)		Pages 8 &21
Wages/compensation for ancillary duties		N/A
Wages/compensation for extracurricular duties		Pages 22-24
Compensation for extended contracts		N/A
Public hearing and public meeting attestations (include electronic participation information)	_	Page 19
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)	_	Page 20
Full-time classroom teacher (instructs students at least 50% of the workday) salaries are at least \$40,000, or I.C. 20-28-9-26 report attached to CBA	/	Pages 20
Salary increases		
Statement that teachers rated ineffective/improvement necessary are not eligible	/	Page 20
Based on at least two of the five statutory factors		Page 20
Definitions of factors (e.g., experience, academic needs, instructional leadership)		Page 20

<sup>&</sup>lt;sup>1</sup> 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.).

How much each factor contributes to increase (by points, percentage, amount, etc.)		Page 20	
	<b>V</b>		
Amount of increase (flat amount, % amount) or method for calculating amount	/	Page 20	
The combination of education and experience (excluding increases to reduce the gap and	V		
teacher retention catch-up increases) does not exceed 50% of the maximum available	ا ا	Pages	
salary increase	~	20-21	
If using a salary increase to reduce the gap, it must: (1) be clearly identified and (2) actually		N/A	
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)		N/A	
describe the increase amount or method of calculating, and (5) describe how the increase		14/74	
amount represents a comparison to the starting salary of new teachers			
Redistribution provision or a statement explaining why redistribution is not necessary		Page 20	
	<b>✓</b>		

#### Reminders:

- 1. Clearly identify the Compensation Plan and 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 15<sup>th</sup> to avoid a declaration of impasse.
- 5. Ensure that the electronic participation information in CBA matches information in Indiana Gateway.