

**MASTER CONTRACT
2014-2015**

ELKHART TEACHERS ASSOCIATION, INC.

AND

BOARD OF SCHOOL TRUSTEES

of

ELKHART COMMUNITY SCHOOLS
ELKHART, INDIANA

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PROFESSIONAL NEGOTIATIONS AGREEMENT

This Professional Negotiations Agreement is made on the 7th day of October 2014, by and between the Elkhart Community Schools, a public school corporation organized and existing under the laws of the State of Indiana, with central offices at 2720 California Road, Elkhart, Indiana, and the Elkhart Teachers Association, Inc., a school employee organization with offices presently at 127 E. Windsor Avenue, Suite 2, Elkhart, Indiana, 46514.

ARTICLE ONE
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

ARTICLE ONE

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Pursuant to Indiana Law providing for collective bargaining, the Board hereby recognizes the Elkhart Teachers Association, Inc. as the exclusive representative for those school employees described in the following bargaining unit: all certificated teachers employed on a regular, temporary, or supplemental contract with the exception of superintendent, assistant superintendents, business administrators, administrative assistants, directors, assistant directors, supervisors, principals, assistant principals, vice-principals, and high school athletic directors.

ARTICLE TWO
DEFINITIONS

ARTICLE TWO

DEFINITIONS

As used in this Agreement:

1. "Employer" means the governing body of the Elkhart Community Schools and any person or persons authorized to act for the governing body of the employer in dealing with its employees.
2. "Teacher" means a certificated teacher employed by the school employer and in the bargaining unit.
3. "Board" means the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana.
4. "Association" means the Elkhart Teachers Association, Inc. (ETA), Elkhart, Indiana.
5. "Parties" means the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana, and the Elkhart Teachers Association, Inc., Elkhart, Indiana.
6. "Immediate family" shall mean teacher's spouse, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, stepparents, stepchildren, or any member of the family unit living in the teacher's household.
7. "Family unit" shall mean any person related to the teacher, genetically or by marriage, or any person for whom the teacher is the legal guardian.
8. "Family illness absence" shall mean an absence from work necessitated by care for any member of the teacher's immediate family who is ill.
9. "Personal illness absence" shall mean an absence from work because the teacher is ill, physically disabled, or quarantined.
10. "Traveling teacher" shall mean a teacher who is assigned to two or more buildings on a daily basis.
11. "Job Share" shall be defined as the equal division of one daily full-time position by two teachers working in the same building.
12. A "Part Time Teacher" shall be defined as a teacher, not working in a job share, who is employed for the full school year, but whose regular school year assignment is less than that of a full time teacher.
13. "Seniority" shall be defined as the number of years of service in the Elkhart Community Schools computed to the nearest full one-half year.

ARTICLE THREE

Paid Leaves, Compensatory Time and Professional Assignment

A. Paid Leaves

1. In General

- a. Additional leave information is available in Board Policy GBEL (Family or Medical Leave of Absence Policy) and from the Personnel Office.
- b. A leave may be granted for a period of time not to exceed one (1) year. Successive leaves may be granted.
- c. The leave shall be used for the purpose for which it was granted. The taking of a leave will not allow the teacher to accrue more rights than she or he would have acquired had the leave not been granted.
- d. When a leave is taken for part of the contract year, a teacher under contract for at least one full semester, or one-half the normal number of contracted days, shall be credited with one year on the hiring schedule, but only one year will be granted when a leave for two consecutive semesters is in successive contract years.
- e. For any health-related leave, a physician's statement is necessary prior to the commencement of, and the return to work from, the leave, setting forth the need for such leave or the ability to again resume the duties of a teacher.
- f. Any person who has been granted leave by the Board shall be eligible to participate in the group insurance program at his or her own expense by paying the premiums in advance. Arrangement for payment shall be made through the Business Office.
- g. Any teacher on leave has the responsibility to properly notify the employer according to the date given for the respective leave by stating the teacher will:
 - (1) request an additional leave, or
 - (2) return to employment, or
 - (3) resign.
- h. If the teacher does not comply with the return provisions for any leave granted, then all rights to employment are forfeited.
- i. A leave, once granted, may only be terminated before the date of expiration by mutual agreement of the teacher and the Board, or by the Board when the teacher does not use the leave for the purpose for which it was granted.
- j. A teacher who teaches courses of regular length and applicable for student credit or driver education may have excused absences charged against accumulated illness absence or personal business subject to the restrictions below. For sessions of 20 days or less only one (1) absence may be used. For all other sessions a maximum of two (2) absences may be used. Exceptions to the foregoing limitations, e.g. bereavement, professional assignments, etc., may be authorized in writing by

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PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENT

the Superintendent. Days charged for excused absence shall be charged at the rate of one-half (1/2) day for each absence. Teachers accepting a summer school position understand absences should be used only in case of an emergency.

B. Jury Duty and Witness Duty

1. Jury Duty

In the event a teacher is summoned to serve as a juror in a court of law, the teacher shall be granted absence for jury duty for the time during the normal school day which the teacher is required to fulfill the duties of a juror. Such absence shall result in no loss of salary. When the teacher is in receipt of his/her jury duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to jury duty pay will be made from the next payroll check.

2. Witness Duty

In the event a teacher is subpoenaed to serve as a witness, except in cases noted below, and gives testimony before a court of law or governmental administrative agency, the teacher shall be granted absence to witness for the time during the normal school day which the teacher is required to be present. Such absence, up to three (3) days for any one case, shall result in no loss of salary. For cases involving extended absence to witness, the Superintendent may grant additional days with pay, with substitute deduction, or without pay. When the teacher is in receipt of his/her witness duty check, a copy of the check shall be presented to the payroll office, whereupon a deduction equal to witness duty pay will be made from the next payroll check. The teacher will not be paid when such testimony is given in any employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the teacher to testify.

C. Military Leave

Military leave will be granted in accordance with and as mandated by state or federal statutes governing such leave.

D. Maternity Leave

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the same provisions governing illness and by the following:

1. Any teacher who is pregnant is entitled to a leave any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent at least thirty (30) days before the date on which she desires to start her leave. Temporary contract teachers may take a leave, but only during the period of the temporary contract. When it is mutually agreeable, any leave which ends in the last nine weeks of a semester shall be prolonged to the end of the semester. She shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician. This leave may be taken

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PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENT

without jeopardy to re-employment, retirement and salary benefits, teacher status, and seniority rights.

2. It is agreed such leave shall not be used to engage in other gainful full-time employment. Maternity leaves shall be used for the primary purpose of care of a child of which the teacher has legal custody.
3. All or any portion of an absence taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available illness absence. When personal illness absence is requested, verification by a physician of temporary disability related to the pregnancy must be submitted.

E. Parental Leave

1. A teacher, upon request, shall be entitled to up to one (1) year of parental leave for the primary purpose of child care following the birth or adoption of a child.
 - a. This leave may be taken without jeopardy to employment status, retirement and salary benefits, and teacher status and seniority rights.
 - b. A written request for a parental leave must be submitted in advance of the effective date of said request for leave. The request shall include the expected length of the leave, and except in a situation beyond the control of the teacher, shall be submitted at least thirty (30) days in advance.
 - c. In the event both parents of a child are employed by the corporation, only one of the two may be granted maternity or parental leave for the same period of time. This leave shall be used for the primary purpose of care of a child of which the teacher has legal custody, or in cases of adoption when there is temporary custody with intent to secure legal custody.

F. Adoptive Leave

A teacher who legally adopts a child whose age is less than 6 years old shall be entitled to use up to six consecutive weeks of accumulated sick leave to serve as the primary caregiver for the adoptive child. The teacher shall not be authorized to make application to the sick leave bank for said days. In order to be eligible for paid adoptive leave, the teacher must notify the Director of Personnel of the request for adoptive leave upon acceptance of the application for adoption.

All such leaves shall commence on the date the child is physically turned over to the teacher for the teacher's care and legal custody.

G. Personal Business

1. A teacher shall be provided with three (3) days paid personal business per year. Request for personal business shall be given to the principal, supervisor, or designee at least one (1) hour prior to the commencement of the normal school day. In the event of an unforeseen emergency beyond the control of the teacher, of which the teacher becomes aware less than one (1) hour prior to the commencement of the normal school day and which requires the absence of the teacher, said teacher may request such personal business less than one (1) hour prior to the commencement of the normal school day, provided such request is made as soon as reasonably possible after the teacher learns of such emergency. If it is not possible to submit a written request in advance, an oral request must be made prior to commencement of the absence, followed by a written request upon return.

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2. An accounting of unused personal business days will appear on each paycheck stub. These days may not be used other than in multiples of a half (1/2) day. Unused personal business days shall be transferred to accumulated illness absence at the end of each teacher's contract year.
3. Except for emergencies, personal business days shall not be used to extend school vacation periods of fall recess, Thanksgiving, winter recess, spring break, or summer break as defined by the school calendar, unless the teacher complies with the following procedure:
 - a. Once every five (5) years a teacher may use a personal business day to extend a holiday or vacation period described above by exchanging two personal business days for a personal business day taken adjacent to the holiday or vacation period.
 - b. The teacher must give notice, in writing, to the Office of the Superintendent ten (10) working days in advance of taking said day.
 - c. This personal business day cannot be used in conjunction with an unpaid day without a consent agreement between the Board and the ETA.

Emergency requests for personal business immediately preceding or immediately following vacation periods shall be granted only upon approval of the Superintendent or designee.

4. In accordance with Indiana law, no personal business shall be granted for participation in any work stoppage.
5. For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event which prohibits the teacher from attending to his or her assigned duties.

H. Bereavement

1. In the event of death within the teacher's immediate family (See Article 2), the teacher may be absent from work with pay for seven (7) calendar days immediately beyond the date of death.
2. In the event more than one death in the teacher's immediate family should occur, the teacher may be absent from work with pay for seven (7) calendar days for each death, provided the said days may be concurrent in the event of deaths occurring within seven (7) calendar days of each other.
3. A maximum of one (1) day's paid absence will be granted for attendance at a funeral of any other relative (blood or affinity) of the teacher other than the teacher's immediate family. When travel cannot reasonably be accomplished in one day, an additional day will be granted.
4. For the death of a close friend, the provisions in paragraph three (3) will be in effect, except that the day(s) will be at the minimum substitute deduction rate, rather than being a paid absence.
5. The Superintendent may grant additional bereavement days with or without substitute deduction.

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PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENT

I. Illness Absence

1. A teacher contracted for 184 or more days will be provided with 12 personal/family illness absence days each year (see Article 2). Illness absence days will be provided on the first day the teacher works; or the first teacher workday for those teachers authorized to use paid benefit days under the express terms of this Agreement, and be subject to use at the time from the beginning of the teacher's contract. If the first work day is after the beginning of the school year, or for any teacher on leave or who is contracted for less than 184 days, the days will be prorated (fifteen [15] unpaid days equals one personal/family illness day). Request for illness absence shall be given to the principal, supervisor, or designee at least one (1) hour prior to the commencement of the normal school day, except in cases of emergency. These may not be used other than in multiples of a half (1/2) day.
2. In the event a teacher shall have accumulated one (1) or more days of personal illness in another school corporation and shall thereupon become employed by the Elkhart Community Schools, there shall be added for the second year and each succeeding year of such employment up to five (5) days of personal illness until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted. This provision is subject to written verification from the most recent employer.
3. If in any one (1) school year, the teacher shall be absent for such illness, disability, or quarantine less than the provided number of days, the unused days shall accumulate and carry over to no more than ninety (90) days.
4. In the event the employer believes abuse of illness absence by a teacher exists, the employer may put the teacher on notice in the event of further use of illness absence by the teacher, the employer may require the teacher to verify such illness or disability by a written statement signed by a licensed practicing physician which in the case of personal illness affirms the teacher is unable to fulfill his or her normal assigned duties because of such illness or disability.
5. In the event the employer believes an improper application of illness absence by a teacher exists, the employer upon notice to the teacher no less than twenty-four (24) hours prior to the teacher's return to work may require the teacher to verify such illness or disability in the same manner as provided by paragraph four (4) of this section.
6. The employer may, in the event paragraph four (4) or paragraph five (5) applies, select a licensed physician to examine the teacher or family member in question. In such event, the employer shall pay the costs of such examination.
7. In the event a prolonged illness of a member of the immediate family occurs, the Superintendent may grant additional days with pay, with substitute deduction, or without pay.
8. For a serious illness of a close friend, or family member who is not a member of the immediate family, the provisions in paragraph one (1) will be in effect, except the day(s) will be at the minimum substitute deduction, rather than being a paid absence.
9. A teacher who believes he/she has substance abuse/misuse problems may request appropriate benefits, including a health leave, for assessment and/or treatment purposes(s).

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J. Personal Illness Bank

A personal illness bank was created to provide a bank of days upon which teachers may borrow in cases of extended absence when the teacher is ill, physically disabled, or quarantined. A teacher may apply for a loan from the bank under the following conditions and procedures:

1. All accumulated and non-accumulated illness absence and personal business days of the applicant shall have been exhausted at the time of application.
2. Application shall be made to a Personal Illness Bank Committee composed of two (2) members appointed by the Association President and two (2) members appointed by the Superintendent. The committee shall make a recommendation for approval or denial of the loan to the Superintendent, who shall make the final decision on the request. Applicants who are denied approval shall have the right to appeal to the denying party.
3. Applications shall be made in writing to the chairperson of the Personal Illness Bank Committee and shall be accompanied by an affidavit signed by a physician licensed to practice medicine, certifying said teacher is temporarily disabled. "Temporarily disabled" shall mean inability to perform the duties of the teacher. Such doctor's statement shall also include the nature of the disability, treatment being rendered, and prognosis for a return to work. The opinion of a second physician may be requested by the employer at its expense. Further certification may be required by the employer from time to time.
4. Application for loan may be made by the teacher's authorized representative in cases where the individual teacher is unable to do so. Such authorization should be in writing and signed by the applicant, unless waived by the employer.
5. A maximum of sixty (60) days will be allowed for any one (1) individual in any school year.
6. Any teacher who becomes ill for an extended period of time more than once during a school year shall re-apply following the same procedure.
7. Following a return to work, all accrued illness absence days which exceed the state minimum benefit for personal illness (five [5] days per year) shall be paid back to the bank until the loan has been repaid.
8. The bank shall be maintained from year to year by the repayment of loans from individual borrowers.
9. The Personal Illness Bank Committee may recommend to the Superintendent a waiver of any of the above conditions or procedures.

K. Involuntary Health Leave

In the event the Board has reason to believe a teacher's physical or mental health may be interfering with the successful performance of his or her responsibilities, the Board may require a teacher to have an examination by a physician of the Board's choosing who shall file a written statement with the Board certifying the teacher is physically and/or mentally capable/incapable of completing the duties required of his or her assignments. The cost of the examination will be borne by the Board. After such examination, and based upon the results of the examination, the Board may place a teacher on a paid administrative leave for health reasons. A second examination may be requested by either party, with the cost borne by the requesting party.

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PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENT

In the event said leave is without pay, the teacher may exercise the right to request, in writing, a hearing pursuant to IC 20-28-7.5.*et seq.*, any such hearing shall employ the procedures set forth in IC 20-28-9-22(3) through 20-28-9-22(8).

L. Compensatory Time and Professional Assignments

Conference Attendance

1. A teacher who requests a conference leave shall file such request with the appropriate administrator no later than three (3) weeks prior to the conference. Reimbursement for approved expenses incurred while attending an approved conference will be allowed as listed in the following schedule, provided that the teacher submits receipts and an itemized claim:
 - a. Mileage - at the Internal Revenue Service allowable rate based on approved mileage when using personal automobile. Toll and parking fees will be paid if verified by receipts. If transportation is other than automobile, this must be approved by the employer in advance of the travel, and actual cost shall be reimbursed.
 - b. The actual cost of registration, banquet and luncheons. Cost of banquet and luncheons which are a part of the regular conference program may be added to the registration fee. In this case, deductions from the per diem rate allowed for meals will be made.
 - c. Cost of meals not to exceed \$35 per day average as verified by receipt. Reasonable gratuities may be claimed for reimbursement.
 - d. Cost of Room - actual cost as verified by receipt.
 - e. In no case will reimbursement exceed actual expenditures.
2. A teacher who attends a conference shall incur no loss of salary unless otherwise provided by Board action. In the event prior approval by the Board is not secured, the Superintendent may allow teachers to attend conferences. Conference attendance shall be allowed at the discretion of the employer.

M. Association Professional Assignments

The Association President and Vice President shall be given the following professional assignment:

- a. One half (1/2) day of professional assignment each day for the Association President
- b. One half (1/2) day of professional assignment each day for the Association Vice-President
 - (1) The building principal(s) and the Association President/Vice-President shall mutually agree upon a daily schedule which shall include the above mentioned professional assignment.
 - (2) The president and vice president shall have the right to visit schools during non-assigned teacher time to investigate teacher problems and complaints. With the approval of the building principal an individual teacher

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PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENT

shall be allowed to utilize his/her preparation time to meet with the President or Vice President of the Association.

- (3) The president and the vice president of the Association, after superintendent approval, may during school hours engage in activities directly related to the Association's duties as a representative of the teachers, provided such activity cannot be performed other than during normal school hours. The president and vice president shall at such times be given release time without loss of pay.
- (4) Forty-five (45) days per year of professional assignment leave shall be provided for use of Association members at the direction of the president in carrying out Association business. The Association will pay the substitutes' cost when such is incurred.
- (5) A maximum of five (5) teachers selected by the Association president shall be released from their regular duties when they are involved in a grievance, arbitration, mediation, fact-finding, board hearings or other such related events, which are held during the normal school day. In addition to the five (5), the Association president and either the bargaining chairperson, or grievance chairperson may also choose to be released to attend the event which is held during the normal school day. The Association shall reimburse the employer for the wages of up to seven (7) substitute teachers hired to replace teachers released to participate in such events as defined above. This section shall not limit the number of Association representatives who may attend the meeting.

N. Compensatory Time

1. Teachers of Students with Disabilities

- a. The teacher will receive compensatory time for time spent in a case conference beyond the normal school day. The teacher and the building administrator will arrange for the teacher to receive compensatory time equivalent to the time spent in the case conference beyond the normal school day.
- b. With prior approval of the appropriate administrator, staff members may be provided with released time in order to write IEP's or consult with other staff regarding the implementation of an IEP.
- c. Released time will be provided for any teacher who is directed to participate in a case conference during the student day.

2. Teachers of "English as a New Language"

Teachers of "English as a New Language" (ENL) may be provided with release time in order to write Individual Learning Plan(s) (ILP), with prior approval of the appropriate administrator.

3. Relief of Duty

Teachers may take a break at appropriate times as established by the building principal, if it does not significantly interfere with the school program.

ARTICLE THREE

PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENT

4. Parent/Teacher Conference Leave Day

Teachers with children enrolled in ECS Programs will be authorized to attend Parent/Teacher Conferences at ECS Schools without the use of benefit time, provided the teacher is still able to meet the expectations of ECS regarding the performance of the teacher's responsibilities during Parent/Teacher Conferences.

5. When a teacher substitutes voluntarily for another teacher for up to three (3) hours, the absentee shall not be charged any absence or leave days. However, each substitution must always be approved by the building principal or his or her designee in advance of any such substitution.

ARTICLE FOUR

PROFESSIONAL GRIEVANCE PROCEDURE AND ARBITRATION

A. Definitions

1. A "grievant" means a teacher, or class of teachers or the Association making a claim by filing a grievance, providing any grievant to be a proper party to a grievance must be an aggrieved party to such grievance.
2. A "grievance" means an allegation by a grievant of a violation, misinterpretation, or misapplication of the express terms of this Agreement.
3. A "class grievance" means a grievance, as defined above, which has facts common to the class, and which grievance affects more than one (1) teacher.
4. The term "principal," as used in this Article, shall refer to the chief administrative official in each building, and other administrators authorized to process grievances for the employer.
5. "Work day" means any day for which the teacher is eligible to receive pay and every day Monday through Friday at times other than when the teacher is under contract with the exception of winter recess.

B. In General

1. Time limits provided in this Agreement may be extended by mutual agreement in writing signed by the parties. When a teacher is not under contract, if any party to a grievance is unable to meet the deadlines of the procedure, other than at Step One, an extension will be granted upon written request prior to the deadline. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall not prohibit the grievance from being appealed to the next step. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the employer's answer at the previous step without prejudice to other grievances, unless the Association agrees in writing with the settlement of the grievance; then it shall be resolved with prejudice to other grievances involving the same issue.
2. There shall be no reprisal against any teacher for his or her participation in the grievance procedure.
3. Any adjustment of any grievance shall not be inconsistent with the terms of this Agreement.
4. Should the employer deem it necessary for the grievant and an Association representative to be in attendance during school hours in any grievance meeting reaching Step Two or beyond, any such teacher shall be released from regular duties for such period as deemed necessary by the employer without loss of salary or leave.

C. Procedure

1. Grievance Procedure - Step One

In the event the teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the building

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principal or immediate supervisor, either personally or accompanied by an Association Representative. The discussion must take place within ten (10) work days of the act or condition. The teacher must notify the principal when a grievance is being initiated and the meeting is to be considered as the informal level of the grievance procedure.

Within five (5) work days after the informal meeting, the principal or immediate supervisor shall inform the teacher of his or her decision in the matter. Documentation of this meeting must be made by the teacher and principal completing A-F and G respectively on the Grievance Report Form found in Appendix C.

2. Grievance Procedure - Step Two

- a. Within ten (10) work days of the time the principal has informed the teacher of his/her decision at the Step One informal level, the grievant, either individually or accompanied by a maximum of three (3) representatives who are teachers of this system, shall present the grievance in writing, on the Grievance Report Form provided in Appendix C, to the Principal or other authorized administrator, during non-teaching hours. A five (5) workday extension will be granted when the teacher has met during the ten (10) day period to discuss the grievance with the Principal.
- b. The "Statement of Grievance" shall name and/or identify the grievant(s) involved, shall state the specific facts giving rise to the grievance, shall identify by appropriate reference all provisions of this Agreement or Board policies alleged to be violated, and shall indicate the specific relief requested.
- c. Within five (5) workdays after receiving the grievance, the Principal or other authorized administrator shall complete H and I on the Grievance Report Form and distribute it.

3. Grievance Procedure - Step Three

- a. If the grievance is not resolved in Step Two, the grievant may, within ten (10) work days after receiving the Principal's or other authorized administrator's written answer, submit to the Superintendent or authorized designee a Grievance Report Form completed through L. The designee(s) of the Superintendent shall not be the counsel for the employer at any subsequent arbitration hearings.
- b. The Superintendent or his or her authorized representative shall have fifteen (15) work days to meet with the grievant and answer the grievance in writing. If further investigation is needed, additional time may be allowed by mutual agreement in writing by the Superintendent or authorized representative and the Association President or designee.

4. Grievance Procedure - Step Four

- a. Within fifteen (15) work days after receiving the decision of the superintendent, an appeal of the decision may be made to the Elkhart Community Schools Board of Trustees. The Board shall then schedule an evidentiary hearing, with witnesses as necessary, on the grievance after receipt of the appeal.
- b. The hearing shall be held at a regular or special meeting of the Board of Trustees. The hearing shall be held at a mutually agreeable time and place which will afford a fair and

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reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

- c. The Board shall render their decision in writing to the Association president and the grievant not more than 30 work days after the hearing has been held and after the first subsequent regular meeting following the hearing.

D. Rules Governing Board Hearings

1. Neither party to a grievance shall be permitted to present any evidence not disclosed to the other party at least forty-eight (48) hours prior to the arbitration hearing, nor shall either party be permitted to amend a grievance at the level of arbitration (after Step Three).
2. In the event a teacher believes he/she has been subjected to harassment or discrimination in violation of Board Policy AC, said teacher shall file a complaint pursuant to Administrative Regulation AC. Complaints of discrimination and harassment shall not be subject to the grievance procedure.

ARTICLE FIVE
FRINGE BENEFITS

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FRINGE BENEFITS

A. Injury Arising Out of Employment Relationship

1. Time needed for a teacher to recuperate from any personal injury arising out of and in the course of his or her employment shall result in no loss of salary, contract rights, or leave for the remainder of the current contract year, provided the injury results in disablement preventing such teacher from performing the normal duties required of said teacher, and further provided the teacher shall qualify for worker's compensation benefits, must request worker's compensation benefits, and must receive worker's compensation benefits after the required waiting period, and must receipt into the general fund an amount of money equal to any benefits. The Board reserves the right to require, at the Board's expense, a physical examination at any time during this absence, and to receive a complete copy of such examination.
2. Time for appearance before the Industrial Board or court of law involving a case in which a teacher is physically injured while acting out of and in the course of his or her employment shall result in no loss of wages or reduction of leave to the injured teacher.

B. Personal Property Damage Reimbursement

The employer agrees to reimburse a teacher for damages sustained to a teacher's clothing, eye glasses, and wrist watches, or repair such personal property, providing the following limitations and conditions shall apply:

1. Such personal property must be worn at the time damage to such property is sustained;
2. Acceptable evidence shall be presented to the employer establishing such damage to said personal property was sustained during the normal school day and when the teacher was involved in an assigned duty involving authorized discipline of students related to instruction or supervision; or in other cases when approved by the employer;
3. The amount of reimbursement of such personal property replaced shall be the fair market value of such property at the time such damage was sustained;
4. The employer shall reserve the right to require property to be repaired by persons or firms authorized by the employer, or to replace such personal property at its option. Repair or replacement amounts shall be authorized and approved by the employer prior to such repair or replacement; and
5. Verification (bill, receipt, canceled check, etc.) of the amount expended by the teacher for repair or replacement for such personal property is presented to the employer.

C. Teacher Liability Protection

The employer shall provide primary liability insurance coverage for teachers who drive school corporation automobiles on the employer's business and secondary liability insurance coverage for teachers who drive their personal automobiles on the employer's business. Such secondary coverage will commence above the minimum liability required by law or after the teacher's liability insurance limit has been reached, whichever is higher, and will extend to the maximum limit of insurance carried by the corporation.

ARTICLE FIVE
FRINGE BENEFITS

D. Legal Assistance to Teachers

1. Any case of alleged battery upon a teacher resulting from or related to the discharge of his or her duties shall be promptly reported to the employer. The employer shall provide legal counsel to advise the teacher of his or her rights and obligations with respect to such alleged battery.
2. In a civil case where a teacher is sued because of an incident arising out of the discharge of his or her duties, the employer agrees to defend such teacher pursuant to its powers under the Indiana General School Powers Act of 1965, and within its limitations I.C. 20-5-2-2-(16), to wit:

To defend any member of the governing body or any employee of the school corporation in any suit arising out of the performance of his duties for, or employment with, the school corporation, provided the governing body by resolution determined that such action was taken in good faith; and to save any such member or employee harmless from any liability, cost of damage in connection therewith, including but not limited to the payment of any legal fees, except where such liability, cost or damage is predicated on, or arises out of the bad faith of such member or employee, or is a claim or judgment based on his malfeasance in office or employment.
3. In cases where criminal charges are alleged against a teacher, when such charges are related to acts occurring during the course of normal duties, the Board's attorney will only be available to provide initial consultation. Should such need arise, contact the Director of Employee Relations and the Association President. The Attorney General of Indiana has given an opinion which prevents the Board's attorney from defending the teacher in any case involving criminal charges.
4. Legal assistance will also be provided when necessary in meetings with parents.

E. Life, Health, and Disability Insurance

The Board agrees to make available life, health and disability insurance. (Deductions to begin with the first September paycheck).

In the event any insurance or company providing coverage below becomes no longer available, or at the request of either party not more than yearly, a joint search for comparable new policy(ies) or carriers shall be conducted by the Association and the employer. Changes in insurance which are approved by the Insurance Committee and the ETA Board and the School Board shall become a part of the overall insurance provisions.

1. Life Insurance

The Board agrees to make available a group insurance plan with coverage of fifty thousand dollars (\$50,000). The Board agrees to contribute ninety percent (90%) of the cost for all teachers except those who teach half-time or less, for whom the contribution will be sixty percent (60%).

2. Health Insurance

The Board will provide a single and dependent hospitalization and major medical plan, including family deductible, dental, and prescription drug. This insurance is provided for each teacher who is a member of the group hospitalization and major medical insurance program approved by the Board and the Association.

ARTICLE FIVE
FRINGE BENEFITS

- a. For all teachers except those who teach half-time or less, effective January 1, 2008, the Board agrees to contribute \$5,500 toward the cost of a single coverage health insurance plan and \$11,000 toward the cost of a family coverage health insurance plan.
- b. For teachers who teach half-time or less, effective January 1, 2005, the Board agrees to contribute \$4,400 toward the cost of a single coverage health insurance plan and \$8,800 toward the cost of a family coverage health insurance plan.
- c. Health Insurance following retirement:

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

- (1) 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.
- (2) Within ninety (90) days of the retirement date, the teacher has provided a written request to Elkhart Community Schools 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 Employer'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.

3. Long-Term Disability Insurance

The Board agrees to make available a group long-term disability insurance policy, which will guarantee no less than sixty-six and two-thirds percent (66-2/3%) of the teacher's annual salary until age sixty-five (65). The Board agrees to contribute ninety percent (90%) of the cost for all teachers except those who teach half-time or less for whom the contribution will be sixty percent (60%).

F. Death Benefits

In the event of the death of a teacher with ten (10) or more years of service as a teacher in the Elkhart Community Schools, a cash payment as determined by the following formulas will be made to the teacher's primary beneficiary:

- a. One percent (1%) of the bachelor's base times 1.08 times the number of years of recognized service as a teacher in the Elkhart Community Schools; plus
- b. The number of accumulated illness absence days times the teacher's daily rate; minus
- c. The value of teacher's 401(a) Severance account as of the teacher's date of death.

ARTICLE FIVE
FRINGE BENEFITS

In addition to the cash benefit described above, the surviving dependent spouse of any teacher shall be entitled to participate in the basic group health insurance program until eligible for Medicare coverage by paying one hundred percent (100%) of the premium.

G. Disability Benefits

Any teacher who becomes permanently disabled (physically or mentally) prior to the age of fifty (50) after serving in the Elkhart Community Schools for ten (10) years, and who is not eligible to receive a benefit under Appendix D-B will be eligible to receive disability benefits. Benefits shall be computed as follows:

Multiply one percent (1%) of the bachelor's base times 1.08 times the number of years of recognized service in the Elkhart Community Schools. This benefit will be paid in one lump sum.

H. Transportation Allowance

1. Teachers who are required to travel to carry out their assignment of duties shall be reimbursed, in addition to their basic salaries, at the Internal Revenue Service allowable rate commensurate with the number of miles they are required to travel. This allowance shall not apply for travel from the teacher's residence to the initial place of assignment and from the last place of assignment back to the teacher's residence for either regular or extra-duty assignments.
2. It shall be the responsibility of the teacher to keep a log of dates, nature of business, points of origin and destination, odometer readings, and miles traveled, and to submit the appropriate claim form to the Business Office, monthly or less frequently if desired. When the destination is recurring, the odometer readings need only be recorded once. A trip odometer may be used or the mileage chart (Board Policy DLC-3) when applicable.

ARTICLE SIX
SALARY

A. Association Deductions

1. The authorization for deduction of Association dues and/or legal assessments shall be on a continuing basis unless revoked in writing by the employee through the Association President and employer prior to September 1. This continuing authorization shall permit changes in the amount of dues adopted by the respective governing bodies of the Association.
2. The employer shall deduct the authorized sum in twenty (20) or sixteen (16) equal semi-monthly payments and remit to the Association within five (5) work days of the paycheck date, starting with the first check in November, from the regular salary checks of each teacher signing and delivering such assignment. Upon termination of a contract, the employer shall deduct all unpaid Association dues and/or legal assessments from the remaining paychecks.
3. A teacher who is hired after October 15 and who selects to have dues and/or legal assessments deducted shall have said monies deducted in equal installments during the remaining pay periods.
4. A teacher who chooses to revoke deduction authorization for Association dues shall provide written notice to the employer on the duplicate form provided to the employee by the Association. The employer will within five (5) work days of receipt of said notice inform the Association in writing of receipt of such notice.

B. Granting of Experience Credit for New Teachers

1. A teacher who was initially employed by the Elkhart Community Schools during or after the 1967-68 school year may be granted experience credit on the Hiring Schedule in the amount of one year of experience credit granted for each full year of completed teaching experience. In the event a full year was not completed, but one full semester was completed, one full year of teaching experience shall be granted for completion of each whole or part of any one school year.
2. Any newly employed teacher will be placed on the hiring schedule according to recognized years of experience, but no years beyond five (5) will be recognized.
 - a. When the newly employed teacher also fills an added pay position, at the discretion of the employer, additional years may be recognized.
 - b. At the discretion of the employer a newly employed teacher in an area of limited supply may be granted additional years of training and/or degree credits on the hiring schedule.
 - c. Whenever the employer exercises such discretion for a newly employed teacher, written notification shall be given to the Association President prior to the execution of the newly employed teacher's contract.
3. Experience Credit for Verified Teaching Experience

Experience credit on the Hiring Schedule, Appendix A, will be granted by the employer for prior verified teaching experience only after the

ARTICLE SIX
SALARY

employer determines such teaching experience is equivalent to teaching experience in the Elkhart Community Schools. The employer will consider the following factors:

- a. Certification prior to the verified teaching experience.
- b. Experience will be in an equivalent commissioned and/or accredited elementary or secondary institution.
- c. Class load of prior teaching experience substantially the same as position applied for.
- d. Number of hours taught per week substantially the same as position applied for.
- e. Length of work year substantially the same as position applied for.
- f. The prior experience is helpful to the teaching assignment applied for.

Experience credit for verified teaching experience may be granted by the employer for a teacher who is employed after July 1, 1973. Any adjustment made shall become effective and awarded as a part of a current contract, and shall not be retroactive. Reasons for denial of such credit shall be furnished upon request, and shall not be arbitrary or capricious.

4. Experience Credit for Career Center Teachers

The following shall apply only to those teachers assigned to the Elkhart Area Career Center who hold an Occupational Specialist license.

- a. All professional instructional staff members must qualify for an appropriate teaching license. A copy of said license must be on file with the Executive Director of Personnel and Legal Services. Teachers with an Occupational Specialist license shall be placed on the Bachelor's hiring schedule.
- b. The Executive Director of Personnel and Legal Services shall have the final decision on all matters concerning recognition of teaching and/or work experience submitted for initial placement.
- c. Work experience submitted for initial placement on the Hiring Schedule shall be certified in writing by the private or public sector employer prior to initial employment of the teacher by the Board.
- d. Work experience shall be defined as employment in a skilled trade, business, or industry, applicable to the position for which the teacher is to be employed.
- e. A teacher may be granted experience credit on the Hiring Schedule in the amount of one year of experience granted for each full year of completed teaching experience, and/or one year of experience for two (2) years of approved work experience. No more than five (5) years of experience will be recognized except pursuant to the exceptions established in Article Six C-2.

ARTICLE SIX
SALARY

5. Granting of Experience Credit for Military Service

A teacher will be granted experience credit on the Hiring Schedule in the amount of one (1) year of experience credit granted for completion of each full year of verified honorable military service, or verified alternate service, provided any such service fulfilled an existing legal military obligation. Notwithstanding the above, no more than four (4) years of experience credit shall be granted for such service.

6. Upon issuance of an initial regular teacher's contract, a conference between the employer and prospective teacher shall be held at which time the prospective teacher shall have an opportunity to identify, at that time, all rights under this Article. Any claim shall be subject to verification. The teacher shall have the burden of proof in establishing such claim or claims under this Article.

C. Granting of Academic Credit to New Teachers

1. A teacher who earns academic credit subsequent to the completion of a Bachelor's Degree program, but prior to being hired by Elkhart Community Schools, may receive credit for such course work toward placement on the Bachelor's Degree Plus Schedule. Such academic courses must be within the area of the teacher's current assignment, or be related to and helpful in the teacher's current assignment, and should increase the instructional skills of the teacher. A teacher may not receive credit for workshops or other activities completed prior to being hired by Elkhart Community Schools. Credits for academic courses completed prior to being hired by Elkhart Community Schools will be subject to the approval of the Executive Director of Personnel and Legal Services.
2. For Career Center teachers: college, university, and trade or technical school credit, in addition to what's required for teacher licensing, may be applied to the Bachelor's plus section of the Hiring Schedule.

D. School Psychologists

1. Effective September 1, 2002, a teacher employed as a school psychologist and possessing a School Psychologist I or School Psychologist-Specialist license from the Indiana Professional Standards Board, or its successor agencies, shall be placed on the MS-42 lane of the hiring schedule. Further advancement shall be granted according to the terms of this Contract.
2. Effective September 1, 2002, teachers employed as a school psychologist and possessing a School Psychologist II or School Psychologist-Doctorate license from the Indiana Professional Standards Board, or its successor agencies, shall be placed on the MS-66 lane of the hiring schedule. Further advancement shall be granted according to the terms of this Contract.

E. Compensation Plan

Salary Schedule

The "Individual Base Salary" ("Base Salary") for each bargaining unit member shall be defined as the salary earned by that bargaining unit member under the assumption that the bargaining unit member is employed by ECS for 184 days and 7.5 hours per day.

A base salary for each bargaining unit member will be determined for each bargaining unit member based upon the bargaining unit member's present position on the ECS Salary Schedule.

ARTICLE SIX
SALARY

An increase in the bargaining unit member's base salary will be effective on the first teacher work day in August, but the rate change will appear on checks the second pay in January (retroactive pay would also be paid in the second pay in January) based upon bargaining unit member's accumulation of compensation units as follows:

Measure	Compensation Units
Annual Rating as Effective or Highly Effective	4
Attainment of Masters Degree or Higher ¹	2

Compensation Unit Value

Compensation unit value will be determined through negotiations between Elkhart Community Schools and the Elkhart Teachers Association.

1. ECS and ETA reach agreement on the revenue available for increased teacher compensation.
2. Total Revenue is divided by the total number of compensation units accrued by all eligible employees in the ETA's bargaining unit to determine the value of an individual compensation unit.
3. Eligible employees would be defined as bargaining unit members who received a rating of effective or highly effective during the prior school year from the Elkhart Community Schools.
4. Once earned, a degree earned beyond a Bachelor's Degree shall continue to be counted as two compensation units.

Increases to Individual Teacher's Base Salary

The base salary for an individual bargaining unit member who attains a rating of effective or highly effective would be increased by the number of compensation units accrued by that bargaining unit member multiplied by the value of a compensation unit.

Per Diem Rate

The Per Diem or Daily Rate for a bargaining unit member shall be determined by dividing the base salary for a bargaining unit member by 184.

Compensation for Part-Time Teachers

Compensation for part-time teachers will be determined by dividing the average number of student contact minutes the bargaining unit member is working, plus fifteen (15) minutes before and after student contact time, each day divided by 340. The report time for the teacher shall be adjusted accordingly and the additional thirty (30) minutes shall be used by the teacher on a part-time contract for collaboration, consultation, and preparation.

Compensation for Teachers with Extended Contracts

Compensation for teachers with extended contracts shall be determined by adding the teacher's base salary to the teacher per diem rate for each 7.5 hour day worked beyond 184 days.

F. Emergency Closing of Schools

If a teacher finds that he or she cannot report for assignment because of hazardous road conditions, substitute wages only will be deducted from such teacher's salary unless personal leave is taken.

¹ Maximum number of points available is six. In order to receive compensation units for attainment of an additional degree beyond a bachelor's degree, the teacher must have submitted an official transcript from a degree granting institution or a letter from the Registrar's Office of the degree granting institution, to personnel, indicating the successful completion of a master's degree or other degree beyond the conference of a bachelor's degree, on or before September 1st each year.

ARTICLE SIX
SALARY

G. Temporary Differential

At the discretion of the Superintendent or designee with the approval of the Association President or Designee, temporary differentials in addition to the regular hiring schedule will be paid for the following reasons:

1. Responsibility – a teacher approved for a temporary differential for an assigned temporary responsibility will be paid a differential while he or she carries that responsibility.
2. Extra Work – a teacher approved for a temporary differential for assigned work beyond his or her normal load will be paid a differential while he or she performs that extra work.
3. Orientation – a teacher entering the system during the school year or one who has been given a different assignment during the school year may be paid for a period of orientation when it has been authorized by the Superintendent.

H. Additional Instructional Responsibility

1. Elementary and Secondary

When no substitute is available to replace an absent teacher, then a teacher in the building may be assigned, by the building administrator, the responsibility and shall be compensated at a rate of .001 of the Bachelor's base salary per hour for each hour or larger fraction thereof when he or she is fulfilling such assigned responsibility, other than his or her normal assignment. Except for a teacher who is assigned the sole responsibility of instructing all students of an absent teacher, when the assignment is for three (3) or more hours, the pay shall be at the rate of .003 of the Bachelor's base salary per day, or the minimum daily substitute deduction, whichever is greater. The exceptions to the above shall be department chairpersons required to substitute within their department during their scheduled department chairperson period, secondary teachers who have an unassigned period for that given day, and elementary personnel who do not have a regular student assignment.

2. Secondary

In the event a full-time secondary teacher is assigned for an extended period of time, usually a semester or a year, as a required duty, additional classroom instruction beyond that teacher's normal instructional load, such teacher shall be compensated at a rate equal to said teacher's daily rate divided by five (5) for each additional period of required instruction beyond the normal teaching load. Compensation shall include all of the workdays falling within the period for which there is an additional assignment.

I. Extended Contractual Compensation

A teacher shall not be required to work without pay prior to or after the dates specified on the individual teacher's Regular Teacher's Contract for which teaching or additional services are to be rendered. When a teacher is requested to work prior to or after the dates specified on the individual teacher's Regular Teacher's Contract for which teaching, or additional services are to be rendered, the teacher shall be paid, for each full day worked, his or her per diem rate; or for each hour worked, his or her hourly rate, as computed on the existing Hiring Schedule, Appendix A.

ARTICLE SIX
SALARY

J. Teacher Hiring Schedule

The base salaries of teachers covered by the Agreement are set forth in Appendix A of this Agreement which is attached to and incorporated in this Agreement. Such hiring schedule shall remain in effect during the term of this Agreement.

K. Professional Development Day

Reimbursement for required Professional Development Days is \$60.00 for a half day and \$100 for a full day.

L. Added Pay Schedule

1. All continuing additional pay assignments shall be compensated in accordance with Appendix B. Part B.1 will be for the Added Pay/Extra Duty positions and Part B.2 will be for the Added Pay/Included Duty positions. The Added Pay Schedule does not impose an obligation on the employer to fill any vacant positions.
2. For included duty positions, the added pay position is not severable from the regular teacher's contract unless mutually agreeable. The continued employment of such teacher is based on the satisfactory evaluations of duties related to both parts of the individual contract. This shall be applicable to included duty positions as follows:
 - a. Positions in Appendix B.2 have responsibilities which are an integral part or an extension of a related instructional assignment and are not severable from the assignment.
 - b. Positions in Appendix B.2, the teacher accepts as a condition of initial employment. This includes the high school football and boys basketball coaches who shall be informed, as verified in writing, the coaching position is a part of their regular teacher's contract. (This shall only be applicable to teachers initially hired after the 1980-81 school year.)
3. A teacher with an Added-Pay/Extra-Duty position may choose to split the pay and responsibilities of the position with one other teacher on a fifty/fifty (50/50) basis. Such a split requires the approval of the building administrator and the Executive Director of Personnel and Legal Services. The ETA President shall receive a copy of all positions approved for such a split within ten (10) work days of the position being filled.

ARTICLE SEVEN
EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

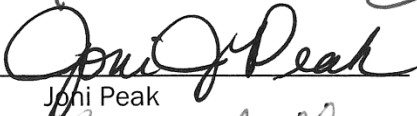
ARTICLE SEVEN

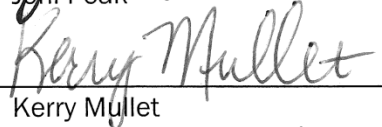
EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

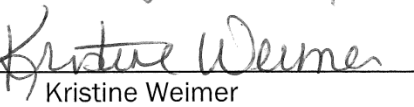
- A. This agreement shall become effective as of August 13, 2014, and remain in effect until June 30, 2015.
- B. This negotiations agreement is so attested to by the parties whose signatures appear below.

ELKHART TEACHERS ASSOCIATION, INC.

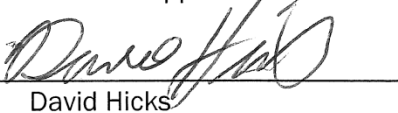
By 
Jessica Ramirez

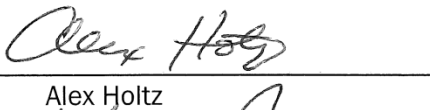
By 
Joni Peak

By 
Kerry Mullet

By 
Kristine Weimer

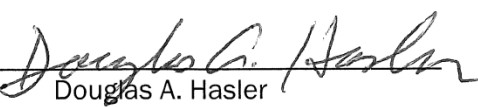
By 
Annetta Ropp

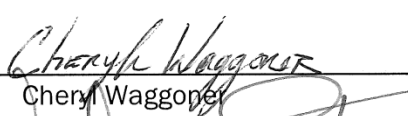
By 
David Hicks

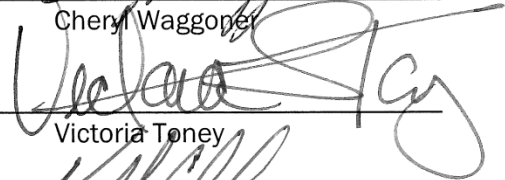
By 
Alex Holtz


By 
Sharon Frazer, Spokesperson

ADMINISTRATIVE NEGOTIATING TEAM

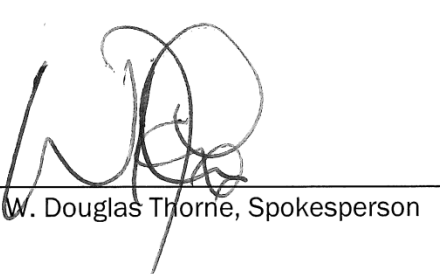
By 
Douglas A. Hasler

By 
Cheryl Waggoner

By 
Victoria Toney

By 
Kelly Carmichael

By 
Cary Anderson

By 
W. Douglas Thorne, Spokesperson

APPENDICES

574-262-5510
 Number of work days: 184

APPENDIX A
 ELKHART COMMUNITY SCHOOLS
 Certified Hiring Schedule

2720 California Road
 Elkhart, Indiana 46514

Base: 31430

Page
 1

Bachelor's Schedule														Masters Schedule			INC 400		
Years	Index	BS-0	BS-0 /TRF	BS+6	BS-6 /TRF	BS+12	BS+12 /TRF	BS+18	BS+18 /TRF	BS+24	BS+24 /TRF	BS+30	BS+30 /TRF	Index	MS-0/BS+42	MS-0/BS+42/TRF	MS+6	MS+6 /TRF	MS+12
0	1.13	35520	36586	35820	36895	36120	37204	36420	37513	36720	37822	37020	38131	1.20	37720	38852	38120	39264	38520
1	1.14	35835	36910	36135	37219	36435	37528	36735	37837	37035	38146	37335	38455	1.22	38345	39495	38745	39907	39145
2	1.16	36460	37554	36760	37863	37060	38172	37360	38481	37660	38790	37960	39099	1.24	38975	40144	39375	40556	39775
3	1.18	37090	38203	37390	38512	37690	38821	37990	39130	38290	39439	38590	39748	1.26	39605	40793	40005	41205	40405
4	1.19	37405	38527	37705	38836	38005	39145	38305	39454	38605	39763	38905	40072	1.27	39920	41118	40320	41530	40720
5	1.21	38035	39176	38335	39485	38635	39794	38935	40103	39235	40412	39535	40721	1.32	41490	42735	41890	43147	42290
6	1.23	38660	39820	38960	40129	39260	40438	39560	40747	39860	41056	40160	41365	1.37	43060	44352	43460	44764	43860
7	1.25	39290	40469	39590	40778	39890	41087	40190	41396	40490	41705	40790	42014	1.42	44635	45974	45035	46386	45435
8	1.27	39920	41118	40220	41427	40520	41736	40820	42045	41120	42354	41420	42663	1.47	46205	47591	46605	48003	47005
9	1.29	40545	41761	40845	42070	41145	42379	41445	42688	41745	42997	42045	43306	1.52	47775	49208	48175	49620	48575
10	1.31	41175	42410	41475	42719	41775	43028	42075	43337	42375	43646	42675	43955	1.57	49350	50831	49750	51243	50150
11	1.33	41805	43059	42105	43368	42405	43677	42705	43986	43005	44295	43305	44604	1.63	51235	52772	51635	53184	52035
12	1.35	42435	43708	42735	44017	43035	44326	43335	44635	43635	44944	43935	45253	1.68	52805	54389	53205	54801	53605
13	1.37	43060	44352	43360	44661	43660	44970	43960	45279	44260	45588	44560	45897	1.74	54690	56331	55090	56743	55490
14	1.41	44320	45650	44620	45959	44920	46268	45220	46577	45520	46886	45820	47195	1.80	56575	58272	56975	58684	57375
15	1.50	47145	48559	47445	48868	47745	49177	48045	49486	48345	49795	48645	50104	1.89	59405	61187	59805	61599	60205
16	1.52	47775	49208	48075	49517	48375	49826	48675	50135	48975	50444	49275	50753	1.91	60035	61836	60435	62248	60835
17	1.55	48720	50182	49020	50491	49320	50800	49620	51109	49920	51418	50220	51727	1.94	60975	62804	61375	63216	61775
18	1.58	49660	51150	49960	51459	50260	51768	50560	52077	50860	52386	51160	52695	2.01	63175	65070	63575	65482	63975

NOTE: Beginning January 1, 1994, the Board will contribute 3% of the teacher's salary, including Added Pay, to the Teachers Retirement Fund

APPENDIX A
 ELKHART COMMUNITY SCHOOLS
 Certified Hiring Schedule

Base: \$31,430

Masters Schedule (Continued)																			
Years	Index	MS+18	MS+18 /TRF	MS+24	MS+24 /TRF	MS+30	MS+30 /TRF	MS+36	MS+36 /TRF	MS+42	MS+42 /TRF	MS+48	MS+48 /TRF	MS+54	MS+54 /TRF	MS+60	MS+60 /TRF	MS+66	MS+66 /TRF
0	1.20	38920	40088	39320	40500	39720	40912	40120	41324	40520	41736	40920	42148	41320	42560	41720	42972	42120	43384
1	1.22	39545	40731	39945	41143	40345	41555	40745	41967	41145	42379	41545	42791	41945	43203	42345	43615	42745	44027
2	1.24	40175	41380	40575	41792	40975	42204	41375	42616	41775	43028	42175	43440	42575	43852	42975	44264	43375	44676
3	1.26	40805	42029	41205	42441	41605	42853	42005	43265	42405	43677	42805	44089	43205	44501	43605	44913	44005	45325
4	1.27	41120	42354	41520	42766	41920	43178	42320	43590	42720	44002	43120	44414	43520	44826	43920	45238	44320	45650
5	1.32	42690	43971	43090	44383	43490	44795	43890	45207	44290	45619	44690	46031	45090	46443	45490	46855	45890	47267
6	1.37	44260	45588	44660	46000	45060	46412	45460	46824	45860	47236	46260	47648	46660	48060	47060	48472	47460	48884
7	1.42	45835	47210	46235	47622	46635	48034	47035	48446	47435	48858	47835	49270	48235	49682	48635	50094	49035	50506
8	1.47	47405	48827	47805	49239	48205	49651	48605	50063	49005	50475	49405	50887	49805	51299	50205	51711	50605	52123
9	1.52	48975	50444	49375	50856	49775	51268	50175	51680	50575	52092	50975	52504	51375	52916	51775	53328	52175	53740
10	1.57	50550	52067	50950	52479	51350	52891	51750	53303	52150	53715	52550	54127	52950	54539	53350	54951	53750	55363
11	1.63	52435	54008	52835	54420	53235	54832	53635	55244	54035	55656	54435	56068	54835	56480	55235	56892	55635	57304
12	1.68	54005	55625	54405	56037	54805	56449	55205	56861	55605	57273	56005	57685	56405	58097	56805	58509	57205	58921
13	1.74	55890	57567	56290	57979	56690	58391	57090	58803	57490	59215	57890	59627	58290	60039	58690	60451	59090	60863
14	1.80	57775	59508	58175	59920	58575	60332	58975	60744	59375	61156	59775	61568	60175	61980	60575	62392	60975	62804
15	1.89	60605	62423	61005	62835	61405	63247	61805	63659	62205	64071	62605	64483	63005	64895	63405	65307	63805	65719
16	1.91	61235	63072	61635	63484	62035	63896	62435	64308	62835	64720	63235	65132	63635	65544	64035	65956	64435	66368
17	1.94	62175	64040	62575	64452	62975	64864	63375	65276	63775	65688	64175	66100	64575	66512	64975	66924	65375	67336
18	2.01	64375	66306	64775	66718	65175	67130	65575	67542	65975	67954	66375	68366	66775	68778	67175	69190	67575	69602

APPENDIX B
 ADDED PAY/INCLUDED DUTY SCHEDULE

APPENDIX B

ADDED PAY SCHEDULE

APPENDIX B
 2014-2015 ADDED PAY SCHEDULE

B-1. ADDED PAY/EXTRA DUTY

	INDEX 2009-2010	AMOUNT 2009-2010
BASE	31,430	
SYSTEM-WIDE ASSIGNMENTS		
*Guidance Coordinator	0.059	1,855
Additional Instructional Responsibility	0.12	3,775
Cooper Science Lab Coordinator	0.04	1,260
Athletic Training Coordinator	0.04	1,260
Science Fair Coordinator	0.045	1,415
Assistant Science Fair Coordinator	0.0225	710
Science Mentor Coordinator	0.03	945
GEI Coordinator	0.04	1,260
GEI Team Member	0.02	630
District Literacy Facilitator	0.18	5,660
Building Level Literacy Facilitator	0.065	2,045
Hourly Employment		
Building Rental Manager		14.50/hr
Curriculum Development	0.0009	28.29/hr
Intramurals		6.50/hr
Health Programs & Other Programs from 8-D-2	0.001	31.43/hr
Evening High School Coordinator	0.001	31.43/hr
Homebound or Adult Continuing Education	0.001	35.20/hr
HIGH SCHOOL ASSIGNMENTS		
Department Chairpersons:		
English	0.12	3,775
Mathematics	0.11	3,460
Business, Guidance, Social Studies, Science, Industrial Arts	0.104	3,270
Art, Home Economics, Media, Physical Ed., Health	0.088	2,770
Special Education	0.088	2,770
Foreign Language, Music	0.088	2,770
Athletics		
Cross Country	0.12	3,775
Golf Coach	0.1	3,145
Boys Athletics		
Assistant Basketball Coach	0.15	4,715
Freshman Basketball Coach	0.1	3,145
Assistant Football Coach	0.15	4,715
Freshman Football Coach	0.1	3,145
Baseball Coach	0.15	4,715
Assistant Baseball Coach	0.075	2,360
Track Coach	0.15	4,715
Assistant Track Coach	0.075	2,360
Wrestling Coach	0.15	4,715

APPENDIX B
 ADDED PAY/INCLUDED DUTY SCHEDULE

APPENDIX B (Page 2)

Assistant Wrestling Coach	0.075	2,360
Swimming Coach	0.15	4,715
Assistant Swimming Coach	0.075	2,360
Tennis Coach	0.14	4,405
Assistant Tennis Coach	0.07	2,205
Soccer Coach	0.15	4,715
Assistant Soccer Coach	0.075	2,360
Girls Athletics:		
Basketball Coach	0.3	9,430
Assistant Basketball Coach	0.15	4,715
* Swimming Coach	0.15	4,715
Assistant Swimming Coach	0.075	2,360
Volleyball Coach	0.15	4,715
Assistant Volleyball Coach	0.075	2,360
Gymnastics Coach	0.15	4,715
Assistant Gymnastics Coach	0.075	2,360
Track Coach	0.15	4,715
Assistant Track Coach	0.075	2,360
Softball Coach	0.15	4,715
Assistant Softball Coach	0.075	2,360
Soccer Coach	0.15	4,715
Assistant Soccer Coach	0.075	2,360
Tennis Coach	0.14	4,405
Assistant Tennis Coach	0.07	2,205
Athletic-Related Assignments:		
*Pool Manager/Maintenance	0.08	2,515
Ticket Manager	0.1	3,145
Athletic Trainer	0.24	7,545
Supervisor and Instructor of Student Trainers	0.04	1,260
Cheerleader Sponsor (sum per season)	0.15	4,715
JV Cheerleader Sponsor (sum per season)	0.075	2,360
Freshman Cheerleader Sponsor (sum per season)	0.075	2,360
Supervision Manager	0.068	2,140
Cheerblock Sponsor	0.03	945
Booster Club Sponsor	0.03	945
Pool Rental Supervisor		10.00/hr
Non-Athletic Assignments:		
Drama Coach	0.15	4,715
Assistant Drama Coach	0.075	2,360
Forensics Coach	0.14	4,405
Assistant Forensics Coach	0.068	2,140
Speech Coach	0.11	3,460
Assistant Speech Coach	0.05	1,575
Mock Trial Coach	0.05	1,575
ElkLogistics Robotics	0.1	3,145
Technology Coordinator (2 positions)	0.1	3,145
Building Level Data Coordinator	0.075	2,360
Auxiliary Corps Director	0.085	2,675
Winter Guard Competitive Dance	0.1	3,145
Competitive Band Auxiliary Corps Director	0.02	630

APPENDIX B
 ADDED PAY/INCLUDED DUTY SCHEDULE

APPENDIX B (Page 3)

Future Problem Solving	0.077	2,425
Quiz Bowl Sponsor	0.05	1,575
Science Olympiad	0.05	1,575
Academic Decathlon	0.05	1,575
Academic Super Bowl	0.05	1,575
Spell Bowl	0.05	1,575
National Honor Society	0.03	945
Student Government Sponsor	0.03	945
Senior Class Sponsor	0.028	885
Junior Class Sponsor	0.035	1,105
Sophomore Class Sponsor	0.02	630
Freshman Class Sponsor	0.02	630
*Driver Education Coordinator	0.04	1,260
Driver Education	.0011/hr	34.57/hr
MIDDLE SCHOOL ASSIGNMENTS:		
Building Department Chairpersons		
English, Mathematics, Science, Social Studies	0.047	1,480
Special Education	0.047	1,480
Art, Home Economics, Industrial Arts, Media, Music, Physical Educ/Health	0.035	1,105
System-wide Chairperson (Year of adoption and prior year only)		
English, Mathematics, Science, Social Studies	0.0235	740
Art, Home Economics, Industrial Arts, Media, Music, Physical Educ/Health	0.0175	555
Athletics		
Eighth Grade Basketball Coach	0.1	3,145
*Eighth Grade Track Coach	0.055	1,730
Seventh Grade Basketball Coach	0.1	3,145
*Seventh Grade Track Coach	0.055	1,730
Assistant Track Coach	0.0375	1,180
Cross Country Coach	0.055	1,730
Swimming Coach	0.055	1,730
Boys Athletics		
Eighth Grade Football Coach	0.075	2,360
Seventh Grade Football Coach	0.075	2,360
Assistant Basketball Coach	0.0375	1,180
Assistant Football Coach	0.0375	1,180
7th Grade Feeder Football Coach	0.1	3,145
8th Grade Feeder Football Coach	0.1	3,145
Wrestling Coach	0.075	2,360
Assistant Wrestling Coach	0.035	1,105
Girls Athletics:		
Eighth Grade Volleyball Coach	0.075	2,360

APPENDIX B
 ADDED PAY/INCLUDED DUTY SCHEDULE

APPENDIX B (Page 4)

Seventh Grade Volleyball Coach	0.075	2,360
Assistant Basketball Coach	0.0375	1,180
Athletic Related Assignments		
Eighth Grade Cheerleader Sponsor	0.075	2,360
Seventh Grade Cheerleader Sponsor	0.075	2,360
Non-Athletic Assignments:		
Drama Director	up to .05	535 to 1,572
Yearbook Sponsor	0.03	945
Team Leader	0.12	3,775
Technology Coordinator	0.09	2,830
Building Level Data Coordinator	0.075	2,360
Debate Coach	0.01	315
Robotics	0.025	790
Academic Super Bowl	0.025	790
Quiz Bowl	0.025	790
Spell Bowl	0.025	790
Math Pentathlon	0.025	790
Junior Honor Society	0.015	475
Student Council	0.015	475
Science Fair Coordinator	0.017	535
ELEMENTARY ASSIGNMENTS:		
Athletics		
System-wide Athletic Director	0.24	7,545
Boys Basketball Coach	0.044	1,385
Boys Softball Coach	0.021	665
Boys Track Coach	0.015	475
Boys Football Coach	0.032	1,010
Girls Volleyball Coach	0.032	1,010
Girls Basketball Coach	0.044	1,385
Girls Softball Coach	0.021	665
Girls Track Coach	0.015	475
Assistant Basketball Coach	0.022	695
Assistant Softball Coach	0.0105	335
Assistant Track Coach	0.0075	240
Assistant Volleyball Coach	0.016	505
Assistant Football Coach	0.016	505
Soccer Coach	0.021	665
Cheerleader Sponsor	0.025	790
Non-Athletic Assignments:		
Technology Coordinator	0.07	2,205
Safety Patrol Sponsor	0.017	535
Science Fair Coordinator	0.017	535
Instructional Systems Manager	0.032	1,010
Building Level Data Coordinator	0.075	2,360
Robotics	0.025	790
Math Pentathlon	0.024	755
Oratorical	0.024	755
Reading Recovery Training (Year 1 & 2 only)	0.035	1,105
Student Council	0.0075	240

APPENDIX B
 ADDED PAY/INCLUDED DUTY SCHEDULE

APPENDIX B (Page 5)

SPECIAL PROGRAMS		
Special Olympics Coordinator		7.50/hr.
Special Olympics Basketball Coach - Traditional	0.041	1,290
Special Olympics Basketball Coach - Unified	0.041	1,290
LIFE ALTERNATIVE PROGRAM		
Jr. LIFE Lead Teacher	0.14	4,405
Technology Coordinator	0.09	2,830
ELKHART AREA CAREER CENTER		
Lead teacher at EACC Annex	0.07	2,205
Technology Coordinator	0.1	3,145
Vocational Club Coordination Sponsor	0.045	1,415
Vocational Advisors	0.01	315
Attendance at State Competition		100
Attendance at National Competition		200
Approved Equipment Repair, Maintenance or Procurement	.001/hr	31.43/hr
Guidance Chairperson	0.07	2,205
National Honor Society Sponsor	0.03	945

B-2 ADDED PAY/INCLUDED DUTY

SYSTEM-WIDE ASSIGNMENTS		
Instrumental Music Additional Instruction	0.048	1,510
Psychologist	0.068	2,140
Data Team	0.0125	395
HIGH SCHOOL ASSIGNMENTS		
Football Coach	0.3	9,430
Boys Basketball Coach	0.3	9,430
Band Director	0.18	5,660
Assistant Band Director	0.09	2,830
Competitive Band Director	0.04	1,260
Competitive Band Assistant Director	0.02	630
Activities Director	0.11	3,460
Orchestra Director	0.12	3,775
Assistant Orchestra Director	0.06	1,890
Choir Director	0.12	3,775
Annual Sponsor	0.1	3,145
Magazine Sponsor	0.1	3,145
Newspaper Sponsor	0.08	2,515
Media Specialist	0.047	1,480
Vocal Music Additional Instruction	0.04	1,260
MIDDLE SCHOOL ASSIGNMENTS:		
Activities Director	0.17	5,345
Media Specialist	0.03	945
Middle School Band	0.1	3,145
Middle School Orchestra	0.1	3,145
Assistant Middle School Band	0.05	1,575
Assistant Middle School Orchestra	0.05	1,575
Middle School Jazz Band	0.05	1,575
Vocal Music Additional Instruction	0.02	630
Middle School Music/Elementary Assignment	0.005	160
ELEMENTARY ASSIGNMENTS		
Vocal Music - System-wide Elementary Choir	0.015	475

* Individuals employed in these positions will stay at their previous index as long as they continue to be employed in that extra-duty position.

APPENDIX C
GRIEVANCE REPORT FORM

STEP 1 (INFORMAL LEVEL)

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STATEMENT OF GRIEVANCE

- A. Teacher(s) involved. _____

- B. Date grievance occurred. _____

- C. Specific facts giving rise to grievance. _____

- D. Article and Section of Agreement or Board Policy violated.

- E. Specific relief requested. _____

- F. Date informal meeting held. _____
- G. Decision by principal and date grievant was informed of decision. _____

Principal's Signature

Grievant(s) signature.

Distribution of copies:
Superintendent
Grievant(s)

Principal or authorized administrator
Grievance Chairperson

APPENDIX C

GRIEVANCE REPORT FORM (Page 2)

STEP 2 (FORMAL LEVEL)

H. Date grievance formally submitted to principal or authorized administrator.

I. Disposition by principal or authorized administrator and date given to grievant(s). _____

_____ Date _____

*J. Resolution accepted. _____

STEP 3 (SUBMISSION TO SUPERINTENDENT OR DESIGNEE)

K. Date Step 3 grievance filed with superintendent. _____

L. Signature of grievant(s). _____

M. Date received by superintendent or authorized representative. _____

N. Disposition by superintendent or authorized representative. _____

*O. Date superintendent's response distributed. _____

P. Date received by grievant. _____

STEP 4

*Q. Position of Association by _____

Resolution accepted _____

Proceed to board hearing _____

**Note: Distribution of copies is to be made after Item K by the grievant, after Q by the Association and after Items O and T/U by the Administration.*

Distribution of copies:

Superintendent

Grievant(s)

Principal or authorized administrator

Grievance Chairperson

APPENDIX D
RETIREMENT BENEFITS

2001 – 2006 401(a) Plan, Severance, Retirement, Death, and Disability Benefits

- A. Effective the 2001-2002 school year, Elkhart Community Schools will begin providing employer contributions into a 401(a) Plan for each teacher. One-half percent (0.5%) of each teacher's monthly base salary for 2002-2003 will be contributed monthly beginning in September of 2002 and ending June 30, 2006. Participants in the 401(a) Plan must have completed ten (10) years of continuous employment with Elkhart Community Schools in order to be vested in the 401(a) Plan.

The vendor for said 401(a) Plan shall be selected by mutual agreement of the Board and ETA.

B. 401(a) Severance, Retirement, and VEBA Plan

1. Severance:

The Employer shall establish a qualified 401(a) Severance Plan for each teacher employed under a teacher's contract with the Elkhart Community Schools on January 1, 2006, or on a Board approved Leave of Absence on that date. The total sum of the amount calculated by Educational Services Corporation as the present value of severance benefits calculated under the terms of the Master Contract in effect on January 1, 2006, shall be contributed to each teacher's individual Severance Plan on or before October 1, 2006. A teacher must have served in the Elkhart Community Schools for ten (10) years and reached the age of fifty (50) or fifteen (15) years in the Elkhart Community Schools and reached the age of forty-five (45) to be vested in the 401(a) Severance Plan. The teacher's age is determined as of December 31st in the calendar year the teacher's final contract expires.

The vendor for said 401(a) Severance Plan shall be selected by mutual agreement of the ETA and the Board.

The terms and conditions for administration of the 401(a) Severance Plan shall be as follows:

- a. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for this 401(a) Severance Plan.
- b. Until such time, the teacher has properly severed employment by having given a proper written notice and actually severing employment, the teacher shall have no access to the assets held in his or her separate 401(a) Severance Plan account.
- c. Proper notification shall be construed as written notification of such teacher's resignation for the forthcoming year received by the Superintendent prior to August 1 or the signing of the last individual teacher's contract, whichever comes later. In the event the teacher does not give notice as required and resigns due to ill health, accident, or when mutually agreeable, the required notice shall be waived by the employer.
- d. If a teacher dies or severs employment before satisfaction of the vesting requirements set forth in this agreement, the terminated teacher's 401(a) Severance Plan account shall be forfeited. The ETA president shall receive a list of those teachers whose accounts have been terminated pursuant to this appendix, which shall list the teacher's name and the total

APPENDIX D
RETIREMENT BENEFITS

value of the terminated accounts. The ETA president will receive this list at the end of the plan year. The forfeited amounts shall be reallocated at the end of each plan year only among the remaining separate 401(a) Severance Plan accounts in a manner similar to that used in initially determining the present value calculations and deposited in teacher accounts by June 1. Therefore, the 401(a) Severance Plan accounts of the following teachers will not share in the reallocation of a forfeiture of a 401(a) Severance Plan account.

- (1) Teachers who forfeited their 401(a) Severance Plan accounts in the same year
- (2) Teachers who previously forfeited their 401(a) Severance Plan accounts
- (3) Teachers who have attained the age of 59 and terminate employment in or before the year of reallocated forfeiture

The 401(a) Severance Plan accounts of teachers who have attained the age of 59, but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

- e. Amounts forfeited upon termination of employment because of failure to meet applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently re-hired or re-employed by the employer. Said teacher shall be treated as a "new-employee" and only be entitled to the benefit for teachers hired subsequent to July 1, 2006. However, if the Board approves a leave of absence for a teacher, such period of leave shall not result in forfeiture, provided the teacher promptly returns to employment upon expiration of the period of leave.
 - f. Following severance and the satisfaction of the requirements set forth in this Appendix, the severed teacher may elect to commence distributions from his 401(a) Severance Plan account. If a teacher dies after having satisfied the vesting requirements of this Appendix, the deceased teacher's 401(a) Severance Plan account shall be distributed to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) Severance Plan account.
 - g. All costs incurred in the administration of the 401(a) Severance Plan and investment fees shall be paid from the 401(a) Severance Plan assets.
 - h. Future Adjustments - The parties agree this Appendix, or any other provision of this Agreement, 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. Therefore, except as otherwise limited by applicable law, it is understood the Board and Association may in the future bargain modifications of any kind to this provision, provided however, the future revision of this Appendix shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Appendix.
2. Retirement:

The Employer shall establish a qualified 401(a) Retirement Plan for each teacher employed under a teacher's contract with the Elkhart

APPENDIX D
RETIREMENT BENEFITS

Community Schools on January 1, 2006, or on a Board approved Leave of Absence. A teacher must have served in the Elkhart Community Schools fifteen (15) years in the Elkhart Community Schools, reached the age of fifty-five (55), and retire from employment with Elkhart Community Schools to be vested in the 401(a) Retirement Plan. The teacher's age is determined as of December 31st in the calendar year the teacher's final contract expires.

The vendor for said 401(a) Retirement Plan shall be selected by mutual agreement of the ETA and the Board.

The 401(a) Retirement Plan's terms and conditions for administration of the 401(a) Retirement Plan shall be as follows:

- a. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for this 401(a) Retirement Plan.
- b. Until such time the teacher has properly retired from employment with Elkhart Community Schools by having given a written notice accepted by the employer, and actually retiring from employment, the teacher shall have no access to the assets held in his or her separate 401(a) Retirement Plan account.
- c. Proper notification shall be construed as written notification of such teacher's retirement for the forthcoming year received by the Superintendent prior to August 1 or the signing of the last individual teacher's contract, whichever comes later. In the event the teacher does not give notice as required and retires due to ill health, accident, or when mutually agreeable, the required notice shall be waived by the employer.
- d. If a teacher dies or severs employment before satisfaction of the requirements set forth in this agreement, the terminated teacher's 401(a) Retirement Plan account shall be forfeited. The ETA president shall receive a list of those teachers whose accounts have been terminated pursuant to this article, which shall list the teacher's name and the total value of the terminated accounts. The ETA president will receive this list at the end of the plan year. The forfeited amounts shall be reallocated at the end of each plan year only among the remaining separate 401(a) Retirement Plan accounts in a manner similar to that used in initially determining the present value calculations and deposited in teacher accounts by June 1. Therefore, the 401(a) Retirement Plan accounts of the following teachers will not share in the reallocation of a forfeiture of a 401(a) Retirement Plan account.
 - (1) Teachers who forfeited their 401(a) Retirement Plan accounts in the same year
 - (2) Teachers who previously forfeited their 401(a) Retirement Plan accounts
 - (3) Teachers who have attained the age of 59 and terminate employment in or before the year of reallocated forfeiture

The 401(a) Retirement Plan accounts of teachers who have attained the age of 59, but have not retired from employment

APPENDIX D
RETIREMENT BENEFITS

with Elkhart Community Schools may share in the reallocated forfeiture, but on a reduced actuarial basis.

Amounts forfeited upon termination of employment because of failure to meet applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently re-hired or re-employed by the employer. Said teacher shall be treated as a “new-employee” and only be entitled to the benefit for teachers hired subsequent to July 1, 2006. However, if the Board approves a leave of absence for a teacher, such period of leave shall not result in forfeiture, provided the teacher promptly returns to employment upon expiration of the period of leave.

- e. Following retirement and the satisfaction of the requirements set forth in this Appendix, a retired teacher may elect to commence distributions from his 401(a) Retirement Plan account. If a teacher dies after having satisfied the requirements of this Appendix, the deceased teacher’s 401(a) Retirement Plan account shall be distributed to the decedent’s designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) Retirement Plan account.
- f. All costs incurred in the administration of the 401(a) Retirement Plan and investment fees shall be paid from the 401(a) Retirement Plan assets.
- g. Future Adjustments – The parties agree this Appendix, or any other provision of this Agreement, 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. 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 Appendix shall not affect the retirement benefits of teachers already receiving benefits pursuant to this section.

3. VEBA:

The Employer agrees to establish and maintain VEBA (Voluntary Employee Benefit Association) Plans pursuant to § 501(c) (9) of the Internal Revenue Code for each teacher employed under a teacher’s contract

Teachers will be assigned to a VEBA Plan based upon their individual employment date. Teachers will not be authorized to participate in multiple plans.

- a. Teachers employed prior to 1/1/2006

The employer agrees to establish a VEBA Plan for teachers under contract with the Elkhart Community Schools on January 1, 2006, or on a Board approved Leave of Absence at such time. A teacher must have served in the Elkhart Community Schools fifteen (15) years, reached the age of fifty-five (55), and retired from employment with Elkhart Community Schools to be vested in the VEBA account. The vendor for said VEBA shall be selected by mutual agreement of the ETA and the Board.

APPENDIX D
RETIREMENT BENEFITS

The terms and conditions for the administration of each VEBA account, established by Elkhart Community Schools pursuant to this section, shall be as follows:

- (1) 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 or her account shall be invested among the investment options made available by the vendor for the VEBA.
- (2) Until such time a teacher has retired and satisfied the eligibility requirements set forth in this Appendix, the teacher shall have no access to the assets held in his or her separate VEBA account.
- (3) If a teacher retires or otherwise terminates employment before satisfaction of the requirements set forth in this Appendix, the terminated teacher's VEBA account shall be forfeited. However, if a teacher who is otherwise qualified by virtue of age and years of experience dies, said teacher will be viewed as having vested in their VEBA. The ETA President shall receive a list of those teachers whose accounts have been terminated pursuant to this Appendix, which shall list the teacher's name and the total value of the terminated accounts. The ETA President will receive this list at the end of the plan year. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts in a manner similar to that used in initially determining the present value calculations and deposited in teacher accounts by June 1. Therefore, the VEBA accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA account.
 - (a) Teachers who forfeited their VEBA accounts in the same year,
 - (b) Teachers who previously forfeited their VEBA accounts; and
 - (c) Teachers who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of teachers who have attained the age of fifty-nine (59) but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

- (4) Following retirement and the satisfaction of the requirements set forth in this Appendix, a retired teacher may use the amounts held in his/her separate VEBA account, for example, to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the teacher, spouse, and dependents. Furthermore, following the death of a teacher who had otherwise satisfied the requirements of this Appendix, 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 a teacher, his/her spouse, or his/her dependents.

APPENDIX D
RETIREMENT BENEFITS

Effective with the commencement of the 2006-2007 school year, the employer will contribute an amount equal to one (1%) percent of each teacher's base salary annually into an individual VEBA account on behalf of each teacher employed as of 1/1/2006. This annual one (1%) percent contribution will be deposited into the VEBA account on a monthly basis as the base salary is paid. Effective 9/1/2007 the employer will contribute an amount equal to one and one-half (1-1/2%) percent of each teacher's base salary annually into said accounts.

b. Teachers employed after January 1, 2006

Teachers first employed by Elkhart Community Schools after January 1, 2006, or re-employed after a break in service, shall be entitled to a contribution equal to one and one-half (1-1/2%) percent of each teacher's base salary. Teachers who retire from ECS shall be entitled to include, for the purpose of vesting, years of service recognized by the district from Appendix A upon hire.

The terms and conditions for the administration of said VEBA accounts shall be as follows:

- (1) 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 or her account shall be invested among the investment options made available by the vendor for the VEBA.
- (2) Until such time that a teacher has retired and satisfied the eligibility requirements set forth in this Appendix, the teacher shall have no access to the assets held in his or her separate VEBA account.
- (3) Following retirement and the satisfaction of the requirements set forth in this Appendix, a retired teacher may use the amounts held in his/her separate VEBA account to pay, for example, health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the teacher, spouse, and dependents. Furthermore, following the death of a teacher who had otherwise satisfied the requirements of this Appendix, 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 a teacher, his/her spouse, or his/her dependents.

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, such period of leave shall not result in forfeiture, provided the teacher shall promptly return to employment at the end of said leave.

APPENDIX D
RETIREMENT BENEFITS

c. Attendance Incentive

Teachers will receive 12 illness absence days, pursuant to Article 3-I, and three (3) Personal Business days, pursuant to Article 3-G, each year. Elkhart Community Schools will purchase any unused illness absence and/or personal business days for teachers with more than ninety (90) accumulated illness days at the end of each school year. Said days shall be purchased at a rate equivalent to the substitute deduction rate and be paid into the teacher's individual VEBA account on or before June 30th each year.

Upon retirement from Elkhart Community Schools, any unused accumulated sick days will be paid into the individual teacher's VEBA account at the sum of \$145.00 per unused day on or before June 30th.

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