MASTER CONTRACT
2017-2018

ELKHART TEACHERS ASSOCIATION, INC.

AND

BOARD OF SCHOOL TRUSTEES

of

ELKHART COMMUNITY SCHOOLS
ELKHART, INDIANA
This Professional Negotiations Agreement is made on the 14th day of November 2017, 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.
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

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 ASSIGNMENTS

Paid Leaves, Compensatory Time and Professional Assignment

A. Paid Leaves

1. In General
   a. Additional leave information is available in Board Policy
      3430.02AC (Family or Medical Leave of Absence Policy) and
      from the Human Resources 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. 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.
   e. 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.
   f. 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.
   g. If the teacher does not comply with the return provisions for any
      leave granted, then all rights to employment are forfeited.
   h. 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.
   i. 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
      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.
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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 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.
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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 Human Resources 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.

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.
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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.

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
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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).

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:
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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.

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).
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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 $50 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.

Association Professional Assignments

1. 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.
   c. 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.

M. 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
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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.

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.
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
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
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 3122ACS, 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

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.
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.
a. For all teachers, except those who teach half-time or less, effective January 1, 2018, the Board agrees to contribute the following toward the cost of health insurance plan coverage:

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<th>Coverage</th>
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b. For teachers who teach half-time or less, effective January 1, 2018, the Board agrees to contribute the following toward the cost of health insurance plan coverage:

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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.

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 (Administrative Regulation DLC-3) when applicable.

I. The Board and the ETA agree, Elkhart Community Schools shall continue to make on-going VEBA contributions at a rate of .5%.
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. The hiring range for a Technology Integrator will be $36,350 - $52,950.

2. Any newly employed teacher will be placed on the Career Pathway 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 levels on the Career Pathway Schedule may be recognized.
   b. At the discretion of the employer, a newly employed teacher in an area of limited supply may be granted levels on the Career Pathway 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 Career Pathways Schedule, Appendix A, will be granted by the employer for prior verified teaching experience only after the employer determines such teaching experience is equivalent to teaching experience in the Elkhart Community Schools. The employer will consider the following factors:
ARTICLE SIX

SALARY

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 Director of Human Resources. Teachers with an Occupational Specialist license shall be placed on the Career Pathway Schedule.

b. The Director of Human Resources 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 Career Pathway 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 levels on the Career Pathway 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.

5. Granting of Experience Credit for Military Service

A teacher will be placed on a level on the Career Pathway 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
ARTICLE SIX

SALARY

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. 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 Director of Human Resources.

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 Career Pathway Schedule.

D. Compensation Plan

Salary Range

The salary range, not including current year increases or TRF contributions, of a teacher employed with Elkhart Community Schools ranges from $36,230 to $70,905.

Placement for Current Teachers

The parties to this agreement, in the development of a revised compensation plan, have agreed to a transition from the prior compensation plan. Teachers transitioning to the revised compensation plan will be placed on the Career Pathway Schedule in the appropriate pathway nearest but not lower than their current level of pay, increasing not more than $100.

Eligibility

In order to receive an increase in compensation, teachers, with the exception of first and second year teachers, pursuant to I.C. 20-28-9-1.5(d), must not have received an evaluation rating for the prior school year of ineffective or needs improvement.

Advancement

Eligible teachers shall advance from level to level on the Career Pathway Schedule by satisfying the following factors:

1. Evaluation (80%) – teachers must not have received an evaluation rating of ineffective or improvement necessary for the prior school year.
2. Academic Needs (20%) – teachers must participate in no less than 6 hours of professional development during early release days held in the prior school year.
ARTICLE SIX

SALARY

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.

E. 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.

F. 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 Career Pathway 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.

G. 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.

H. **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 Career Pathway Schedule, Appendix A.

I. **Professional Development Day**

   Reimbursement for required Professional Development Days, taking place subsequent to December 1, 2017, is $65 for a half day and $105 for a full day.

J. **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

A. This agreement shall become effective as of August 15, 2017, and remain in effect until June 30, 2018.

B. This negotiations agreement is so attested to by the parties whose signatures appear below.

ELKHART TEACHERS ASSOCIATION, INC.

By
Jessica Ramirez
By
Jodi Peak
By
Kerry Mullet
By
Tracy Rehm
By
David Hicks
By
Kelly Brown
By
Melissa Grose
By
Josh Kinder
By
Alex Holtz
By
Sharon Frazer, Spokesperson

ADMINISTRATIVE NEGOTIATING TEAM

By
Kevin Scott
By
Cheryl Waggerler
By
Wesley Moureaux
By
Kelly Carmichael
By
Frank Kurth
By
Kelly Berheide
By
Jennifer Lopese
By
W. Douglas Thorne, Spokesperson
APPENDICES
### Career Pathway
#### 2017 - 2018 School Year

<table>
<thead>
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<th>Schedule A</th>
<th>Bachelor's Degree</th>
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## Career Pathway

### 2017 - 2018 School Year

### Schedule B

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<td>76,250</td>
</tr>
</tbody>
</table>
ADDED PAY/INCLUDED DUTY SCHEDULE

ADDED PAY SCHEDULE
2017 - 2018 SCHOOL YEAR

B-1. ADDED PAY/EXTRA DUTY

<table>
<thead>
<tr>
<th>BASE</th>
<th>INDEX</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017-2018</td>
<td>2017-2018</td>
</tr>
<tr>
<td>32,059</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SYSTEM-WIDE ASSIGNMENTS**

- **Guidance Coordinator**: 0.05900, 1,895
- National Board Teacher Certification ($500 each): 0.05900, 500
- Agriculture Department Chair: 0.10400, 3,335
- Additional Instructional Responsibility: 0.12000, 3,850
- Cooper Science Lab Coordinator: 0.04000, 1,285
- Athletic Training Coordinator: 0.04000, 1,285
- Science Fair Coordinator: 0.04500, 1,445
- Assistant Science Fair Coordinator: 0.02250, 725
- Science Mentor Coordinator: 0.04500, 1,445
- GEI Coordinator: 0.04000, 1,285
- GEI Team Member: 0.02000, 645
- Blind/Low Vision/Braille: 0.12000, 3,850
- Building Level High Ability Coordinator: 0.01500, 485
- Building Wellness Coordinator: 0.01500, 485
- Lacrosse Program Development Position Year 1: 0.10000, 3,210
- Lacrosse Program Development Position Year 2: 0.15000, 4,810
- **Contest Advancement**: 200

**Hourly Employment**

- Building Rental Manager: 14.50
- Curriculum Development: 0.00090, 28.85
- Data Coordinator: 35.00
- Technology Coordinator: 35.00
- Intramurals: 7.25
- Health Programs & Other Programs from 8-D-2: 0.00100, 32.06
- Evening High School Coordinator: 0.00100, 32.06
- Homebound or Adult Continuing Education (BS-0 rate on Certified Hiring Schedule): 0.00113, 36.23

**HIGH SCHOOL ASSIGNMENTS**

**Department Chairpersons:**

- English: 0.12000, 3,850
- Mathematics: 0.11000, 3,530
- Business, Guidance, Social Studies, Science, Industrial Arts: 0.10400, 3,335
- Art, Home Economics, Media, Physical Education, Health: 0.08800, 2,825
- Special Education: 0.12000, 3,850
- Foreign Language, Music: 0.08800, 2,825

**Athletics**

- Cross Country Coach: 0.12000, 3,850
- Golf Coach: 0.10000, 3,210

**Boys Athletics**

- Assistant Basketball Coach: 0.15000, 4,810
- Freshman Basketball Coach: 0.10000, 3,210
- Assistant Football Coach: 0.15000, 4,810
- Freshman Football Coach: 0.10000, 3,210
- Baseball Coach: 0.15000, 4,810
- Assistant Baseball Coach: 0.07500, 2,405
- Track Coach: 0.15000, 4,810
- Assistant Track Coach: 0.07500, 2,405
### APPENDIX B
### ADDED PAY/INCLUDED DUTY SCHEDULE

<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wrestling Coach</td>
<td>0.1500</td>
<td>4,810</td>
</tr>
<tr>
<td>Assistant Wrestling Coach</td>
<td>0.0750</td>
<td>2,405</td>
</tr>
<tr>
<td>Swimming Coach</td>
<td>0.1500</td>
<td>4,810</td>
</tr>
<tr>
<td>Assistant Swimming Coach</td>
<td>0.0750</td>
<td>2,405</td>
</tr>
<tr>
<td>Tennis Coach</td>
<td>0.1400</td>
<td>4,490</td>
</tr>
<tr>
<td>Assistant Tennis Coach</td>
<td>0.0700</td>
<td>2,245</td>
</tr>
<tr>
<td>Soccer Coach</td>
<td>0.1818</td>
<td>5,830</td>
</tr>
<tr>
<td>Assistant Soccer Coach</td>
<td>0.0909</td>
<td>2,915</td>
</tr>
<tr>
<td><strong>Girls Athletics:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basketball Coach</td>
<td>0.3000</td>
<td>9,620</td>
</tr>
<tr>
<td>Assistant Basketball Coach</td>
<td>0.1500</td>
<td>4,810</td>
</tr>
<tr>
<td>* Swimming Coach</td>
<td>0.1500</td>
<td>4,810</td>
</tr>
<tr>
<td>Assistant Swimming Coach</td>
<td>0.0750</td>
<td>2,405</td>
</tr>
<tr>
<td>Volleyball Coach</td>
<td>0.1500</td>
<td>4,810</td>
</tr>
<tr>
<td>Assistant Volleyball Coach</td>
<td>0.0750</td>
<td>2,405</td>
</tr>
<tr>
<td>Gymnastics Coach</td>
<td>0.1500</td>
<td>4,810</td>
</tr>
<tr>
<td>Assistant Gymnastics Coach</td>
<td>0.0750</td>
<td>2,405</td>
</tr>
<tr>
<td>Track Coach</td>
<td>0.1500</td>
<td>4,810</td>
</tr>
<tr>
<td>Assistant Track Coach</td>
<td>0.0750</td>
<td>2,405</td>
</tr>
<tr>
<td>Softball Coach</td>
<td>0.1500</td>
<td>4,810</td>
</tr>
<tr>
<td>Assistant Softball Coach</td>
<td>0.0750</td>
<td>2,405</td>
</tr>
<tr>
<td>Soccer Coach</td>
<td>0.1818</td>
<td>5,830</td>
</tr>
<tr>
<td>Assistant Soccer Coach</td>
<td>0.0909</td>
<td>2,915</td>
</tr>
<tr>
<td>Tennis Coach</td>
<td>0.1400</td>
<td>4,490</td>
</tr>
<tr>
<td>Assistant Tennis Coach</td>
<td>0.0700</td>
<td>2,245</td>
</tr>
<tr>
<td><strong>Athletic-Related Assignments:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Pool Manager/Maintenance</td>
<td>0.0800</td>
<td>2,565</td>
</tr>
<tr>
<td>Ticket Manager</td>
<td>0.1000</td>
<td>3,210</td>
</tr>
<tr>
<td>Athletic Trainer</td>
<td>0.2400</td>
<td>7,695</td>
</tr>
<tr>
<td>Supervisor and Instructor of Student Trainers</td>
<td>0.0400</td>
<td>1,285</td>
</tr>
<tr>
<td>Cheerleader Sponsor</td>
<td>0.1500</td>
<td>4,810</td>
</tr>
<tr>
<td>JV Cheerleader Sponsor</td>
<td>0.0750</td>
<td>2,405</td>
</tr>
<tr>
<td>Freshman Cheerleader Sponsor</td>
<td>0.0750</td>
<td>2,405</td>
</tr>
<tr>
<td>Supervision Manager</td>
<td>0.0680</td>
<td>2,185</td>
</tr>
<tr>
<td>Cheer Block Sponsor</td>
<td>0.0300</td>
<td>965</td>
</tr>
<tr>
<td>Booster Club Sponsor</td>
<td>0.0300</td>
<td>965</td>
</tr>
<tr>
<td>Pool Rental Supervisor (hourly rate)</td>
<td>0.0400</td>
<td>1,285</td>
</tr>
<tr>
<td><strong>Non-Athletic Assignments:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dual Credit Certification /Master's in Content Area ($500 ea) (using 2022 Higher Learning Commission Stds.)</td>
<td>0.1100</td>
<td>3,530</td>
</tr>
<tr>
<td>Activities Director</td>
<td>0.1500</td>
<td>4,810</td>
</tr>
<tr>
<td>Drama Coach</td>
<td>0.0750</td>
<td>2,405</td>
</tr>
<tr>
<td>Forensics Coach</td>
<td>0.1400</td>
<td>4,490</td>
</tr>
<tr>
<td>Speech Coach</td>
<td>0.0680</td>
<td>2,185</td>
</tr>
<tr>
<td>Mock Trial Coach</td>
<td>0.0200</td>
<td>645</td>
</tr>
<tr>
<td>ElkLogic Robotics Coach</td>
<td>0.1500</td>
<td>4,810</td>
</tr>
<tr>
<td>ElkLogic Robotics Assistant Coach</td>
<td>0.0750</td>
<td>2,405</td>
</tr>
<tr>
<td>Marching Band Color Guard Director</td>
<td>0.1200</td>
<td>3,850</td>
</tr>
<tr>
<td>Winter Color Guard Director</td>
<td>0.1200</td>
<td>3,850</td>
</tr>
<tr>
<td>Pep Band</td>
<td>0.0400</td>
<td>1,285</td>
</tr>
<tr>
<td>Marching Band Percussion Director</td>
<td>0.0850</td>
<td>2,730</td>
</tr>
<tr>
<td>Winter Percussion Director</td>
<td>0.1000</td>
<td>3,210</td>
</tr>
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</table>
## Co-Curricular Jazz

<table>
<thead>
<tr>
<th>Activity</th>
<th>Pay</th>
<th>Hours per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jazz Choir</td>
<td>0.02500</td>
<td>805</td>
</tr>
<tr>
<td>Jazz Band</td>
<td>0.02500</td>
<td>805</td>
</tr>
<tr>
<td>Jazz String</td>
<td>0.02500</td>
<td>805</td>
</tr>
</tbody>
</table>

## Extra Curricular Jazz

<table>
<thead>
<tr>
<th>Activity</th>
<th>Pay</th>
<th>Hours per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jazz Choir</td>
<td>0.05000</td>
<td>1,605</td>
</tr>
<tr>
<td>Jazz Band</td>
<td>0.05000</td>
<td>1,605</td>
</tr>
<tr>
<td>Jazz String</td>
<td>0.05000</td>
<td>1,605</td>
</tr>
<tr>
<td>Move to Stand</td>
<td>0.02000</td>
<td>645</td>
</tr>
<tr>
<td>Key Club</td>
<td>0.02000</td>
<td>645</td>
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</table>

## Academic Competition Teams (Full Squad Competing Teams)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Pay</th>
<th>Hours per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Honor Society</td>
<td>0.03000</td>
<td>965</td>
</tr>
<tr>
<td>Student Government Sponsor</td>
<td>0.03000</td>
<td>965</td>
</tr>
<tr>
<td>Junior Class Sponsor</td>
<td>0.03500</td>
<td>1,125</td>
</tr>
<tr>
<td>Sophomore Class Sponsor</td>
<td>0.02000</td>
<td>645</td>
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## MIDDLE SCHOOL ASSIGNMENTS:

### Building Department Chairpersons

<table>
<thead>
<tr>
<th>Activity</th>
<th>Pay</th>
<th>Hours per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>English, Mathematics</td>
<td>0.08800</td>
<td>2,825</td>
</tr>
<tr>
<td>Science, Social Studies</td>
<td>0.04700</td>
<td>1,510</td>
</tr>
<tr>
<td>Special Education</td>
<td>0.08800</td>
<td>2,825</td>
</tr>
<tr>
<td>Art, Home Economics, Industrial Arts, Media</td>
<td>0.03500</td>
<td>1,125</td>
</tr>
</tbody>
</table>

### System-wide Chairperson (Year of adoption and prior year only)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Pay</th>
<th>Hours per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>English, Mathematics, Science, Social Studies</td>
<td>0.02350</td>
<td>755</td>
</tr>
<tr>
<td>Art, Home Economics, Industrial Arts, Media</td>
<td>0.01750</td>
<td>565</td>
</tr>
</tbody>
</table>

### Athletics

<table>
<thead>
<tr>
<th>Activity</th>
<th>Pay</th>
<th>Hours per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eighth Grade Basketball Coach</td>
<td>0.10000</td>
<td>3,210</td>
</tr>
<tr>
<td>Eighth Grade Assistant Basketball Coach</td>
<td>0.03750</td>
<td>1,205</td>
</tr>
<tr>
<td>Seventh Grade Basketball Coach</td>
<td>0.10000</td>
<td>3,210</td>
</tr>
<tr>
<td>Seventh Grade Assistant Basketball Coach</td>
<td>0.03750</td>
<td>1,205</td>
</tr>
<tr>
<td>*Eighth Grade Track Coach</td>
<td>0.05500</td>
<td>1,765</td>
</tr>
<tr>
<td>Eighth Grade Assistant Track Coach</td>
<td>0.03750</td>
<td>1,205</td>
</tr>
<tr>
<td>*Seventh Grade Track Coach</td>
<td>0.05500</td>
<td>1,765</td>
</tr>
<tr>
<td>Seventh Grade Assistant Track Coach</td>
<td>0.03750</td>
<td>1,205</td>
</tr>
<tr>
<td>Eighth Grade Soccer Coach</td>
<td>0.07500</td>
<td>2,405</td>
</tr>
<tr>
<td>Seventh Grade Soccer Coach</td>
<td>0.07500</td>
<td>2,405</td>
</tr>
<tr>
<td>Seventh Grade Assistant Soccer Coach</td>
<td>0.03750</td>
<td>1,205</td>
</tr>
<tr>
<td>Cross Country Coach</td>
<td>0.05500</td>
<td>1,765</td>
</tr>
<tr>
<td>Swimming Coach</td>
<td>0.05500</td>
<td>1,765</td>
</tr>
</tbody>
</table>

### Boys Athletics

<table>
<thead>
<tr>
<th>Activity</th>
<th>Pay</th>
<th>Hours per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eighth Grade Lacrosse Coach</td>
<td>0.07500</td>
<td>2,405</td>
</tr>
<tr>
<td>Eighth Grade Assistant Lacrosse Coach</td>
<td>0.03750</td>
<td>1,205</td>
</tr>
<tr>
<td>Seventh Grade Lacrosse Coach</td>
<td>0.07500</td>
<td>2,405</td>
</tr>
<tr>
<td>Seventh Grade Assistant Lacrosse Coach</td>
<td>0.03750</td>
<td>1,205</td>
</tr>
<tr>
<td>Eighth Grade Feeder Football Coach</td>
<td>0.10000</td>
<td>3,210</td>
</tr>
<tr>
<td>Eighth Grade Feeder Assistant Football Coach</td>
<td>0.05000</td>
<td>1,605</td>
</tr>
<tr>
<td>Seventh Grade Feeder Football Coach</td>
<td>0.10000</td>
<td>3,210</td>
</tr>
<tr>
<td>Seventh Grade Feeder Assistant Football Coach</td>
<td>0.05000</td>
<td>1,605</td>
</tr>
<tr>
<td>Wrestling Coach</td>
<td>0.07500</td>
<td>2,405</td>
</tr>
<tr>
<td>Assistant Wrestling Coach</td>
<td>0.03500</td>
<td>1,125</td>
</tr>
</tbody>
</table>
### APPENDIX B
ADDED PAY/INCLUDED DUTY SCHEDULE

#### Girls Athletics:
- Eighth Grade Volleyball Coach 0.07500 2,405
- Seventh Grade Volleyball Coach 0.07500 2,405

#### Athletic Related Assignments
- Eighth Grade Cheerleader Sponsor 0.07500 2,405
- Seventh Grade Cheerleader Sponsor 0.07500 2,405

#### Non-Athletic Assignments:
- up to Drama Director 0.05000 1,605
- Yearbook Sponsor 0.03000 965
- Debate Coach 0.01000 325
- Move to Stand 0.02000 645
- Academic Competition (Full Squad Competing Teams) 0.05000 1,605
- Robotics Coach 0.05000 1,605
- Junior Honor Society 0.01500 485
- Student Council 0.01500 485
- Science Fair Coordinator 0.01700 550

#### ELEMENTARY ASSIGNMENTS:

##### Athletics
- System-wide Athletic Director 0.24000 7,695
- Boys Basketball Coach 0.04850 1,555
- Boys Softball Coach 0.02100 675
- Boys Track Coach 0.01500 485
- Boys Football Coach 0.04850 1,555
- Boys Soccer Coach 0.04850 1,555
- Boys Lacrosse Coach 0.03200 1,030
- Girls Volleyball Coach 0.04850 1,555
- Girls Basketball Coach 0.04850 1,555
- Girls Softball Coach 0.02100 675
- Girls Track Coach 0.01500 485
- Girls Soccer Coach 0.04850 1,555
- Assistant Basketball Coach 0.02425 780
- Assistant Softball Coach 0.01050 340
- Assistant Track Coach 0.00750 245
- Assistant Football Coach 0.02425 780
- Assistant Soccer Coach 0.02425 780
- Assistant Lacrosse Coach 0.01600 515
- Assistant Volleyball Coach 0.02425 780
- Cheerleader Sponsor 0.02500 805

##### Non-Athletic Assignments:
- Safety Patrol Sponsor 0.01700 550
- Science Fair Coordinator 0.01700 550
- Instructional Systems Manager 0.03200 1,030
- Robotics Coach 0.05000 1,605
- Academic Competition (Full Squad Competing Teams) 0.05000 1,605
- Oratorical 0.02400 770
- Student Council 0.00750 245

##### SPECIAL PROGRAMS
- Special Olympics Coordinator (hourly rate) 7.50
- Special Olympics Basketball Coach – Traditional 0.04100 1,315
- Special Olympics High School Coach – Unified 0.05500 1,765
- Special Olympics Middle/Elementary School Coach – Unified 0.00750 245

##### ELKHART ACADEMY ALTERNATIVE PROGRAM
- Jr. Elkhart Academy Lead Teacher 0.14000 4,490
## APPENDIX B
### ADDED PAY/INCLUDED DUTY SCHEDULE

<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead teacher at EACC Annex</td>
<td>0.1000</td>
<td>3,210</td>
</tr>
<tr>
<td>Vocational Club Coordination Sponsor</td>
<td>0.0500</td>
<td>1,605</td>
</tr>
<tr>
<td>Vocational Advisors</td>
<td>0.0150</td>
<td>485</td>
</tr>
<tr>
<td>Attendance at State Competition</td>
<td></td>
<td>500</td>
</tr>
<tr>
<td>Attendance at National Competition</td>
<td></td>
<td>1,000</td>
</tr>
<tr>
<td>Approved Equipment Repair, Maintenance or Procurement (hourly rate)</td>
<td>0.00100</td>
<td>32.06</td>
</tr>
<tr>
<td>Guidance Chairperson</td>
<td>0.0700</td>
<td>2,245</td>
</tr>
<tr>
<td>National Honor Society Sponsor</td>
<td>0.0300</td>
<td>965</td>
</tr>
</tbody>
</table>

### 6-2 ADDED PAY/INCLUDED DUTY SYSTEM-WIDE ASSIGNMENTS

<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6th Grade Band</td>
<td>0.0480</td>
<td>1,540</td>
</tr>
<tr>
<td>6th Grade Orchestra</td>
<td>0.0480</td>
<td>1,540</td>
</tr>
<tr>
<td>Psychologist</td>
<td>0.0680</td>
<td>2,185</td>
</tr>
<tr>
<td>Data Team</td>
<td>0.01250</td>
<td>405</td>
</tr>
</tbody>
</table>

### HIGH SCHOOL ASSIGNMENTS

<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boys Football Coach</td>
<td>0.3000</td>
<td>9,620</td>
</tr>
<tr>
<td>Boys Basketball Coach</td>
<td>0.3000</td>
<td>9,620</td>
</tr>
<tr>
<td>Band Director</td>
<td>0.1800</td>
<td>5,775</td>
</tr>
<tr>
<td>Assistant Band Director</td>
<td>0.0900</td>
<td>2,890</td>
</tr>
<tr>
<td>Head Band Director Competitive Marching Band</td>
<td>0.1500</td>
<td>4,810</td>
</tr>
<tr>
<td>Assistant Band Director Competitive Marching Band</td>
<td>0.07500</td>
<td>2,405</td>
</tr>
<tr>
<td>Orchestra Director</td>
<td>0.12000</td>
<td>3,850</td>
</tr>
<tr>
<td>Assistant Orchestra Director</td>
<td>0.06000</td>
<td>1,925</td>
</tr>
<tr>
<td>Choir Director</td>
<td>0.12000</td>
<td>3,850</td>
</tr>
<tr>
<td>Assistant Choir Director</td>
<td>0.06000</td>
<td>1,925</td>
</tr>
<tr>
<td>Annual Sponsor</td>
<td>0.10000</td>
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</tr>
<tr>
<td>Magazine Sponsor</td>
<td>0.10000</td>
<td>3,210</td>
</tr>
<tr>
<td>Media Specialist</td>
<td>0.04700</td>
<td>1,510</td>
</tr>
</tbody>
</table>

### MIDDLE SCHOOL ASSIGNMENTS:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activities Director</td>
<td>0.17000</td>
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</tr>
<tr>
<td>Media Specialist</td>
<td>0.03000</td>
<td>965</td>
</tr>
<tr>
<td>Middle School Band</td>
<td>0.10000</td>
<td>3,210</td>
</tr>
<tr>
<td>Assistant Middle School Band</td>
<td>0.05000</td>
<td>1,605</td>
</tr>
<tr>
<td>Middle School Orchestra</td>
<td>0.10000</td>
<td>3,210</td>
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<td>1,605</td>
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<tr>
<td>Middle School Choir</td>
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<td>2,185</td>
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<tr>
<td>Assistant Middle School Choir</td>
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<td>1,095</td>
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### ELEMENTARY ASSIGNMENTS

<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Elementary Music</td>
<td>0.01000</td>
<td>325</td>
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</tbody>
</table>

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

** Effective with the 2016-2017 school year, Contest Advancement - This provision is applicable for all extra-curricular and and co-curricular programs with officially sanctioned contests. When a program advances beyond sectionals (or the first round equivalent), “coaches” are eligible for this stipend paid by claim, signed by the Building Principal, for each additional level of competition (e.g. regional, semi-state, state, etc.).
APPENDIX C
GRIEVANCE REPORT FORM

STEP 1 (INFORMAL LEVEL)

<table>
<thead>
<tr>
<th>Building</th>
<th>Assignment</th>
<th>Name of Grievant</th>
<th>Date Filed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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  Principal or authorized administrator
Grievant(s)      Grievance Chairperson
APPENDIX C
GRIEVANCE REPORT FORM

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                                   Principal or authorized administrator
Grievant(s)                                     Grievance Chairperson
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
APPENDIX D
RETIREMENT BENEFITS – (This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)

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 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:

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Appendix D
Retirement Benefits – (This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)

The Employer shall establish a qualified 401(a) Retirement 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. 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 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.
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.
APPENDIX D
RETIREMENT BENEFITS – (This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)

and dependents. At no time may the VEBA make loans to a teacher, his/her spouse, or his/her dependents.

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. 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.
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