

**MASTER CONTRACT
2018-2019**

ELKHART TEACHERS ASSOCIATION, INC.

AND

BOARD OF SCHOOL TRUSTEES

of

ELKHART COMMUNITY SCHOOLS
ELKHART, INDIANA

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PROFESSIONAL NEGOTIATIONS AGREEMENT

This Professional Negotiations Agreement is made on the 13th day of November 2018, by and between the Elkhart Community Schools, a public school corporation organized and existing under the laws of the State of Indiana, with central offices at 2720 California Road, Elkhart, Indiana, and the Elkhart Teachers Association, Inc., a school employee organization with offices presently at 127 E. Windsor Avenue, Suite 2, Elkhart, Indiana, 46514.

ARTICLE ONE
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

ARTICLE ONE

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

ARTICLE TWO
DEFINITIONS

ARTICLE TWO

DEFINITIONS

As used in this Agreement:

1. "Employer" means the governing body of the Elkhart Community Schools and any person or persons authorized to act for the governing body of the employer in dealing with its employees.
2. "Teacher" means a certificated teacher employed by the school employer and in the bargaining unit.
3. "Board" means the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana.
4. "Association" means the Elkhart Teachers Association, Inc. (ETA), Elkhart, Indiana.
5. "Parties" means the Board of School Trustees of the Elkhart Community Schools, Elkhart, Indiana, and the Elkhart Teachers Association, Inc., Elkhart, Indiana.
6. "Immediate family" shall mean teacher's spouse, life partner, 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. "Life Partner" shall mean an individual whose close association with the employee is the equivalent of a family relationship.
8. "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.
9. "Family illness absence" shall mean an absence from work necessitated by care for any member of the teacher's immediate family who is ill.
10. "Personal illness absence" shall mean an absence from work because the teacher is ill, physically disabled, or quarantined.
11. "Traveling teacher" shall mean a teacher who is assigned to two or more buildings on a daily basis.
12. "Job Share" shall be defined as the equal division of one daily full-time position by two teachers working in the same building.
13. 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.
14. "Seniority" shall be defined as the number of years of service in the Elkhart Community Schools computed to the nearest full one-half year.
15. "Substitute Deduction" shall mean the minimum daily rate paid to substitute teachers.

ARTICLE THREE
PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

ARTICLE THREE

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 three (3) 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 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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PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

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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PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

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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PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

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.

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PAID LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

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 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.

ARTICLE FOUR
PROFESSIONAL GRIEVANCE PROCEDURE

ARTICLE FOUR
PROFESSIONAL GRIEVANCE PROCEDURE

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

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PROFESSIONAL GRIEVANCE PROCEDURE

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.

ARTICLE FOUR
PROFESSIONAL GRIEVANCE PROCEDURE

- 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

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.

ARTICLE FIVE
FRINGE BENEFITS

D. Legal Assistance to Teachers

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

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

E. Life, Health, and Disability Insurance

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

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

1. Life Insurance

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

2. Health Insurance

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

ARTICLE FIVE
FRINGE BENEFITS

- a. For all teachers, except those who teach half-time or less, effective January 1, 2019, the Board agrees to contribute the following toward the cost of health insurance plan coverage:

Coverage	Contribution
Single	\$5,925.00
Employee and Spouse	\$11,000.00
Employee and Child(ren)	\$7,400.00
Family	\$15,400.00
Family Both Employed	\$15,750.00

- b. For teachers who teach half-time or less, effective January 1, 2019, the Board agrees to contribute the following toward the cost of health insurance plan coverage.

Coverage	Contribution
Single	\$4,734.56
Employee and Spouse	\$8,929.44
Employee and Child(ren)	\$5,930.78
Family	\$13,160.26

- 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%).

ARTICLE FIVE
FRINGE BENEFITS

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

No salary increase shall be paid during the term of this agreement.

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.

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.

This section shall have no force and effect during the 2018-2019 school year as no bargaining unit members shall be eligible for an increase in compensation.

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

This section shall have no force and effect during the 2018-2019 school year as no bargaining unit members shall be eligible for an increase in compensation.

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 prior notification to the Association President or Designee, temporary differentials will be paid in addition to the regular Career Pathway Schedule for the following reasons:

1. Responsibility – a teacher approved for a temporary differential for an assigned temporary responsibility will be paid a differential, at the teacher's professional hourly rate, while he or she carries that responsibility.
2. Extra Work – a teacher approved for a temporary differential for assigned work, with the exception of curriculum development, beyond his or her normal load will be paid a differential, at the teacher's professional hourly rate, while he or she performs that extra work.
3. Orientation –
 - a. New Teachers: Orientation of new teachers will be paid at the professional development rate.
 - b. New Assignment: A teacher who has been given a different assignment during the school year may be given release time for a period of orientation at the discretion of the Superintendent. 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.
4. The duties described above are listed for informational purposes only; the rate of pay is the only thing that has to be the subject of negotiations.

ARTICLE SIX
SALARY

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 in half-hour increments 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 Rate

Teachers will be paid twenty-four (\$24) dollars per hour for participation in voluntary professional development activities occurring outside of the teachers' contracted workday. Such activities shall be calculated for purposes of compensation in half-hour increments.

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:

ARTICLE SIX
SALARY

- 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.
 4. With the exception of included duty positions and positions with responsibilities throughout the school year (e.g. class sponsor, department chair, GEI, etc.), compensation for added pay positions will be paid to teachers holding said positions in two (2) equal payments during the season.
 - a. Fall - Pay periods 2 and 4
 - b. Winter - Pay periods 10 and 12
 - c. Sprint - Pay periods 18 and 20
 5. In the event an employee with an added pay assignment experiences an extended absence during the time when the employee is expected to perform the primary duties related to the added pay assignment, the employee's compensation shall be prorated for the time they performed the assignment.
 6. Added pay positions filled subsequent to ratification and approval by the Board of School Trustees will be paid according to the schedule set forth above. Teachers who are currently receiving compensation under their individual teacher's contract will continue to receive said added pay under the terms of that contract for the duration of this agreement.
- K. Stipends
1. Full-time teachers shall be paid stipends in the amount of \$500.00 on December 21, 2018 and March 29, 2019.
 2. Part-time teachers shall be paid stipends in the amount of \$250.00 on December 21, 2018 and March 29, 2019.
 3. These stipends are one-time payments and shall not be considered a component of the compensation plan set forth in this article.

ARTICLE SEVEN
EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

ARTICLE SEVEN

EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

- A. This agreement shall become effective as of August 14, 2018, and remain in effect until June 30, 2019.
- B. This negotiations agreement is so attested to by the parties whose signatures appear below.

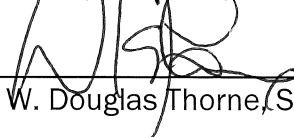
ELKHART TEACHERS ASSOCIATION, INC.

ADMINISTRATIVE NEGOTIATING TEAM

By 
Kerry Mullet, ETA President

By 
Mark T. Mow, Superintendent

By 
Sharon Frazer, Spokesperson

By 
W. Douglas Thorne, Spokesperson

APPENDICES

APPENDIX A
 CAREER PATHWAY SCHEDULES

Career Pathway

Schedule A					
Bachelor's Degree					
Level	Salary	Level	Salary	Level	Salary
1	36,350	51	41,350	101	46,350
2	36,450	52	41,450	102	46,450
3	36,550	53	41,550	103	46,550
4	36,650	54	41,650	104	46,650
5	36,750	55	41,750	105	46,750
6	36,850	56	41,850	106	46,850
7	36,950	57	41,950	107	46,950
8	37,050	58	42,050	108	47,050
9	37,150	59	42,150	109	47,150
10	37,250	60	42,250	110	47,250
11	37,350	61	42,350	111	47,350
12	37,450	62	42,450	112	47,450
13	37,550	63	42,550	113	47,550
14	37,650	64	42,650	114	47,650
15	37,750	65	42,750	115	47,750
16	37,850	66	42,850	116	47,850
17	37,950	67	42,950	117	47,950
18	38,050	68	43,050	118	48,050
19	38,150	69	43,150	119	48,150
20	38,250	70	43,250	120	48,250
21	38,350	71	43,350	121	48,350
22	38,450	72	43,450	122	48,450
23	38,550	73	43,550	123	48,550
24	38,650	74	43,650	124	48,650
25	38,750	75	43,750	125	48,750
26	38,850	76	43,850	126	48,850
27	38,950	77	43,950	127	48,950
28	39,050	78	44,050	128	49,050
29	39,150	79	44,150	129	49,150
30	39,250	80	44,250	130	49,250
31	39,350	81	44,350	131	49,350
32	39,450	82	44,450	132	49,450
33	39,550	83	44,550	133	49,550
34	39,650	84	44,650	134	49,650
35	39,750	85	44,750	135	49,750
36	39,850	86	44,850	136	49,850
37	39,950	87	44,950	137	49,950
38	40,050	88	45,050	138	50,050
39	40,150	89	45,150		
40	40,250	90	45,250		
41	40,350	91	45,350		
42	40,450	92	45,450		
43	40,550	93	45,550		
44	40,650	94	45,650		
45	40,750	95	45,750		
46	40,850	96	45,850		
47	40,950	97	45,950		
48	41,050	98	46,050		
49	41,150	99	46,150		
50	41,250	100	46,250		

APPENDIX A
CAREER PATHWAY SCHEDULES

Career Pathway

Schedule B							
Master's Degree/Dual Credit/National Board Certified/Grandfathered Teachers							
Level	Salary	Level	Salary	Level	Salary	Level	Salary
1	36,350	51	41,350	101	46,350	151	51,350
2	36,450	52	41,450	102	46,450	152	51,450
3	36,550	53	41,550	103	46,550	153	51,550
4	36,650	54	41,650	104	46,650	154	51,650
5	36,750	55	41,750	105	46,750	155	51,750
6	36,850	56	41,850	106	46,850	156	51,850
7	36,950	57	41,950	107	46,950	157	51,950
8	37,050	58	42,050	108	47,050	158	52,050
9	37,150	59	42,150	109	47,150	159	52,150
10	37,250	60	42,250	110	47,250	160	52,250
11	37,350	61	42,350	111	47,350	161	52,350
12	37,450	62	42,450	112	47,450	162	52,450
13	37,550	63	42,550	113	47,550	163	52,550
14	37,650	64	42,650	114	47,650	164	52,650
15	37,750	65	42,750	115	47,750	165	52,750
16	37,850	66	42,850	116	47,850	166	52,850
17	37,950	67	42,950	117	47,950	167	52,950
18	38,050	68	43,050	118	48,050	168	53,050
19	38,150	69	43,150	119	48,150	169	53,150
20	38,250	70	43,250	120	48,250	170	53,250
21	38,350	71	43,350	121	48,350	171	53,350
22	38,450	72	43,450	122	48,450	172	53,450
23	38,550	73	43,550	123	48,550	173	53,550
24	38,650	74	43,650	124	48,650	174	53,650
25	38,750	75	43,750	125	48,750	175	53,750
26	38,850	76	43,850	126	48,850	176	53,850
27	38,950	77	43,950	127	48,950	177	53,950
28	39,050	78	44,050	128	49,050	178	54,050
29	39,150	79	44,150	129	49,150	179	54,150
30	39,250	80	44,250	130	49,250	180	54,250
31	39,350	81	44,350	131	49,350	181	54,350
32	39,450	82	44,450	132	49,450	182	54,450
33	39,550	83	44,550	133	49,550	183	54,550
34	39,650	84	44,650	134	49,650	184	54,650
35	39,750	85	44,750	135	49,750	185	54,750
36	39,850	86	44,850	136	49,850	186	54,850
37	39,950	87	44,950	137	49,950	187	54,950
38	40,050	88	45,050	138	50,050	188	55,050
39	40,150	89	45,150	139	50,150	189	55,150
40	40,250	90	45,250	140	50,250	190	55,250
41	40,350	91	45,350	141	50,350	191	55,350
42	40,450	92	45,450	142	50,450	192	55,450
43	40,550	93	45,550	143	50,550	193	55,550
44	40,650	94	45,650	144	50,650	194	55,650
45	40,750	95	45,750	145	50,750	195	55,750
46	40,850	96	45,850	146	50,850	196	55,850
47	40,950	97	45,950	147	50,950	197	55,950
48	41,050	98	46,050	148	51,050	198	56,050
49	41,150	99	46,150	149	51,150	199	56,150
50	41,250	100	46,250	150	51,250	200	56,250

APPENDIX A
CAREER PATHWAY SCHEDULES

Career Pathway Schedule B

Schedule B							
Master's Degree/Dual Credit/National Board Certified/Grandfathered Teachers							
Level	Salary	Level	Salary	Level	Salary	Level	Salary
201	56,350	251	61,350	301	66,350	351	71,350
202	56,450	252	61,450	302	66,450	352	71,450
203	56,550	253	61,550	303	66,550	353	71,550
204	56,650	254	61,650	304	66,650	354	71,650
205	56,750	255	61,750	305	66,750	355	71,750
206	56,850	256	61,850	306	66,850	356	71,850
207	56,950	257	61,950	307	66,950	357	71,950
208	57,050	258	62,050	308	67,050	358	72,050
209	57,150	259	62,150	309	67,150	359	72,150
210	57,250	260	62,250	310	67,250	360	72,250
211	57,350	261	62,350	311	67,350	361	72,350
212	57,450	262	62,450	312	67,450	362	72,450
213	57,550	263	62,550	313	67,550	363	72,550
214	57,650	264	62,650	314	67,650	364	72,650
215	57,750	265	62,750	315	67,750	365	72,750
216	57,850	266	62,850	316	67,850	366	72,850
217	57,950	267	62,950	317	67,950	367	72,950
218	58,050	268	63,050	318	68,050	368	73,050
219	58,150	269	63,150	319	68,150	369	73,150
220	58,250	270	63,250	320	68,250	370	73,250
221	58,350	271	63,350	321	68,350	371	73,350
222	58,450	272	63,450	322	68,450	372	73,450
223	58,550	273	63,550	323	68,550	373	73,550
224	58,650	274	63,650	324	68,650	374	73,650
225	58,750	275	63,750	325	68,750	375	73,750
226	58,850	276	63,850	326	68,850	376	73,850
227	58,950	277	63,950	327	68,950	377	73,950
228	59,050	278	64,050	328	69,050	378	74,050
229	59,150	279	64,150	329	69,150	379	74,150
230	59,250	280	64,250	330	69,250	380	74,250
231	59,350	281	64,350	331	69,350	381	74,350
232	59,450	282	64,450	332	69,450	382	74,450
233	59,550	283	64,550	333	69,550	383	74,550
234	59,650	284	64,650	334	69,650	384	74,650
235	59,750	285	64,750	335	69,750	385	74,750
236	59,850	286	64,850	336	69,850	386	74,850
237	59,950	287	64,950	337	69,950	387	74,950
238	60,050	288	65,050	338	70,050	388	75,050
239	60,150	289	65,150	339	70,150	389	75,150
240	60,250	290	65,250	340	70,250	390	75,250
241	60,350	291	65,350	341	70,350	391	75,350
242	60,450	292	65,450	342	70,450	392	75,450
243	60,550	293	65,550	343	70,550	393	75,550
244	60,650	294	65,650	344	70,650	394	75,650
245	60,750	295	65,750	345	70,750	395	75,750
246	60,850	296	65,850	346	70,850	396	75,850
247	60,950	297	65,950	347	70,950	397	75,950
248	61,050	298	66,050	348	71,050	398	76,050
249	61,150	299	66,150	349	71,150	399	76,150
250	61,250	300	66,250	350	71,250	400	76,250

APPENDIX B
 ADDED PAY/INCLUDED DUTY SCHEDULE

APPENDIX B
ADDED PAY SCHEDULE
2018 - 2019 SCHOOL YEAR

B-1. ADDED PAY/EXTRA DUTY

	INDEX 2018-2019	AMOUNT 2018-2019
BASE	32,059	
SYSTEM-WIDE ASSIGNMENTS		
*Guidance Coordinator	0.05900	1,895
National Board Certification (\$500 each)		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	0.03000	965
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
**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
Assistant Golf Coach	0.05000	1,605
Crew Coach	0.15000	4,810
Assistant Crew Coach	0.07500	2,405
Archery Coach	0.10000	3,210
Assistant Archery Coach	0.05000	1,605
Lacrosse Coach	0.15000	4,810
E-Sports Coach	0.07500	2,405
Boys Athletics		
Assistant Basketball Coach	0.15000	4,810
Freshman Basketball Coach	0.10000	3,210

APPENDIX B
 ADDED PAY/INCLUDED DUTY SCHEDULE

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
Wrestling Coach	0.15000	4,810
Assistant Wrestling Coach	0.07500	2,405
Swimming Coach	0.15000	4,810
Assistant Swimming Coach	0.07500	2,405
Tennis Coach	0.14000	4,490
Assistant Tennis Coach	0.07000	2,245
Soccer Coach	0.18180	5,830
Assistant Soccer Coach	0.09090	2,915
Girls Athletics:		
Basketball Coach	0.30000	9,620
Assistant Basketball Coach	0.15000	4,810
* Swimming Coach	0.15000	4,810
Assistant Swimming Coach	0.07500	2,405
Volleyball Coach	0.15000	4,810
Assistant Volleyball Coach	0.07500	2,405
Gymnastics Coach	0.15000	4,810
Assistant Gymnastics Coach	0.07500	2,405
Track Coach	0.15000	4,810
Assistant Track Coach	0.07500	2,405
Softball Coach	0.15000	4,810
Assistant Softball Coach	0.07500	2,405
Soccer Coach	0.18180	5,830
Assistant Soccer Coach	0.09090	2,915
Tennis Coach	0.14000	4,490
Assistant Tennis Coach	0.07000	2,245
Athletic-Related Assignments:		
*Pool Manager/Maintenance	0.08000	2,565
Ticket Manager	0.10000	3,210
Athletic Trainer	0.24000	7,695
Supervisor and Instructor of Student Trainers	0.04000	1,285
Cheerleader Sponsor	0.15000	4,810
JV Cheerleader Sponsor	0.07500	2,405
Freshman Cheerleader Sponsor	0.07500	2,405
Supervision Manager	0.06800	2,185
Cheer Block Sponsor	0.03000	965
Booster Club Sponsor	0.03000	965
Pool Rental Supervisor (hourly rate)		10.00
Non-Athletic Assignments:		
Dual Credit Certification /Master's in Content Area (\$500 ea) (using 2022 Highter Learning Commission Stds.)		500
Activities Director	0.11000	3,530
Drama Coach	0.15000	4,810
Assistant Drama Coach	0.07500	2,405
Forensics Coach	0.14000	4,490
Assistant Forensics Coach	0.06800	2,185
Speech Coach	0.11000	3,530
Assistant Speech Coach	0.05000	1,605
Mock Trial Coach	0.02000	645
ElkLogic Robotics Coach	0.15000	4,810
ElkLogic Robotics Assistant Coach	0.07500	2,405

APPENDIX B
 ADDED PAY/INCLUDED DUTY SCHEDULE

Marching Band Color Guard Director	0.12000	3,850
Winter Color Guard Director	0.12000	3,850
Pep Band	0.04000	1,285
Marching Band Percussion Director	0.08500	2,730
Winter Percussion Director	0.10000	3,210
Co-Curricular Jazz		
Jazz Choir	0.02500	805
Jazz Band	0.02500	805
Jazz String	0.02500	805
Extra Curricular Jazz		
Jazz Choir	0.05000	1,605
Jazz Band	0.05000	1,605
Jazz String	0.05000	1,605
Art Café	0.04100	1,315
Move to Stand	0.02000	645
Key Club	0.02000	645
Academic Competition Teams (Full Squad Competing Teams)	0.07700	2,470
National Honor Society	0.03000	965
Student Government Sponsor	0.03000	965
Senior Class Sponsor	0.02800	900
Junior Class Sponsor	0.03500	1,125
Sophomore Class Sponsor	0.02000	645
Freshman Class Sponsor	0.02000	645
MIDDLE SCHOOL ASSIGNMENTS:		
Building Department Chairpersons		
English, Mathematics	0.08800	2,825
Science, Social Studies	0.04700	1,510
Special Education	0.08800	2,825
Art, Home Economics, Industrial Arts, Media, Music, Physical Education/Health	0.03500	1,125
System-wide Chairperson (Year of adoption and prior year only)		
English, Mathematics, Science, Social Studies	0.02350	755
Art, Home Economics, Industrial Arts, Media, Music, Physical Education/Health	0.01750	565
Athletics		
Eighth Grade Basketball Coach	0.10000	3,210
Eighth Grade Assistant Basketball Coach	0.03750	1,205
Seventh Grade Basketball Coach	0.10000	3,210
Seventh Grade Assistant Basketball Coach	0.03750	1,205
*Eighth Grade Track Coach	0.05500	1,765
Eighth Grade Assistant Track Coach	0.03750	1,205
*Seventh Grade Track Coach	0.05500	1,765
Seventh Grade Assistant Track Coach	0.03750	1,205
Eighth Grade Soccer Coach	0.07500	2,405
Eighth Grade Assistant Soccer Coach	0.03750	1,205
Seventh Grade Soccer Coach	0.07500	2,405
Seventh Grade Assistant Soccer Coach	0.03750	1,205
Eighth Grade Lacrosse Coach	0.07500	2,405
Eighth Grade Assistant Lacrosse Coach	0.03750	1,205
Seventh Grade Lacrosse Coach	0.07500	2,405
Seventh Grade Assistant Lacrosse Coach	0.03750	1,205
Eighth Grade Volleyball Coach	0.07500	2,405
Eighth Grade Assistant Volleyball Coach	0.03750	1,205
Seventh Grade Volleyball Coach	0.07500	2,405
Seventh Grade Assistant Volleyball Coach	0.03750	1,205

APPENDIX B
 ADDED PAY/INCLUDED DUTY SCHEDULE

Cross Country Coach	0.05500	1,765
Swimming Coach	0.05500	1,765
Boys Athletics		
Eighth Grade Feeder Football Coach	0.10000	3,210
Eighth Grade Feeder Assistant Football Coach	0.05000	1,605
Seventh Grade Feeder Football Coach	0.10000	3,210
Seventh Grade Feeder Assistant Football Coach	0.05000	1,605
Wrestling Coach	0.07500	2,405
Assistant Wrestling Coach	0.03500	1,125
Athletic Related Assignments		
Eighth Grade Cheerleader Sponsor	0.07500	2,405
Seventh Grade Cheerleader Sponsor	0.07500	2,405
Non-Athletic Assignments:		
Middle School Jazz Band	0.05000	1,605
Middle School Jazz Choir	0.05000	1,605
Drama Director	0.05000	up to 550 to 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 Volleyball Coach	0.04850	1,555
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:		
Drumming	0.04800	1,540
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

APPENDIX B
 ADDED PAY/INCLUDED DUTY SCHEDULE

Student Council	0.00750	245
UNIFIED SPORTS		
Special Olympics Coordinator (hourly rate)		7.50
Special Olympics Basketball Coach – Traditional	0.04100	1,315
Special Olympics High School Coach – Unified	0.07500	2,405
Special Olympics Middle/Elementary School Coach – Unified	0.04100	1,315
ELKHART ACADEMY ALTERNATIVE PROGRAM		
Jr. Elkhart Academy Lead Teacher	0.14000	4,490
ELKHART AREA CAREER CENTER		
Lead teacher at EACC Annex	0.10000	3,210
Vocational Club Coordination Sponsor	0.05000	1,605
Vocational Advisors	0.01500	485
Attendance at State Competition		500
Attendance at National Competition		1,000
Approved Equipment Repair, Maintenance or Procurement (hourly rate)	0.00100	32.06
Guidance Chairperson	0.07000	2,245
National Honor Society Sponsor	0.03000	965
B-2 ADDED PAY/INCLUDED DUTY		
SYSTEM-WIDE ASSIGNMENTS		
6 th Grade Band	0.04800	1,540
6 th Grade Orchestra	0.04800	1,540
Psychologist	0.06800	2,185
Data Team	0.01250	405
HIGH SCHOOL ASSIGNMENTS		
Boys Football Coach	0.30000	9,620
Boys Basketball Coach	0.30000	9,620
Band Director	0.18000	5,775
Assistant Band Director	0.09000	2,890
Head Band Director Competitive Marching Band	0.15000	4,810
Assistant Band Director Competitive Marching Band	0.07500	2,405
Orchestra Director	0.12000	3,850
Assistant Orchestra Director	0.06000	1,925
Choir Director	0.12000	3,850
Assistant Choir Director	0.06000	1,925
Annual Sponsor	0.10000	3,210
Magazine Sponsor	0.10000	3,210
Media Specialist	0.04700	1,510
MIDDLE SCHOOL ASSIGNMENTS:		
Activities Director	0.17000	5,455
Media Specialist	0.03000	965
Middle School Band	0.10000	3,210
Assistant Middle School Band	0.05000	1,605
Middle School Orchestra	0.10000	3,210
Assistant Middle School Orchestra	0.05000	1,605
Middle School Choir	0.06800	2,185
Assistant Middle School Choir	0.03400	1,095
ELEMENTARY ASSIGNMENTS		
Elementary Music	0.01000	325

* 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)

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

- A. Teacher(s) involved. _____

- B. Date grievance occurred. _____

- C. Specific facts giving rise to grievance. _____

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

- E. Specific relief requested. _____

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

Principal's Signature

Grievant(s) signature.

Distribution of copies:
Superintendent
Grievant(s)

Principal or authorized administrator
Grievance Chairperson

APPENDIX C

GRIEVANCE REPORT FORM (Page 2)

STEP 2 (FORMAL LEVEL)

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

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

_____ Date _____

*J. Resolution accepted. _____

STEP 3 (SUBMISSION TO SUPERINTENDENT OR DESIGNEE)

K. Date Step 3 grievance filed with superintendent. _____

L. Signature of grievant(s). _____

M. Date received by superintendent or authorized representative. _____

N. Disposition by superintendent or authorized representative. _____

*O. Date superintendent's response distributed. _____

P. Date received by grievant. _____

STEP 4

*Q. Position of Association by _____

Resolution accepted _____

Proceed to board hearing _____

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

Distribution of copies:

Superintendent
Grievant(s)

Principal or authorized administrator
Grievance Chairperson

APPENDIX D

RETIREMENT BENEFITS – *(This appendix is included for reference purposes only as it relates to prior agreements entered into by both parties of this agreement)*

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.

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)*

2. Retirement:

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

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)*

- (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

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)*

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

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)*

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.

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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