

**MASTER CONTRACT  
2024 - 2025**

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 12<sup>th</sup> day of November, 2024, 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, any person for whom the teacher is the legal guardian, or for whom the teacher is exercising rights authorized pursuant to a Power of Attorney.
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.
16. "Educational Attainment" is defined as the degree (e.g., Bachelor's or Master's) obtained by a teacher, along with any credit hours earned after the award of that degree.
17. "Qualifications" refers to the combination of a teacher's years of relevant experience and their educational attainment.

ARTICLE THREE  
LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

ARTICLE THREE

*LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS*

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 when the teacher is required to fulfill the duties of a juror. Such absence shall result in no loss of salary. When a teacher receives notification from the Court canceling a trial, the teacher is to report to work or use personal business. 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 litigation in which the employee is a party, or employee relations related litigation involving the employer of any other school employer, unless the employer subpoenas the teacher to testify. However, if the employee has been named as a party as a result of the employee's performance of duties as an ECS employee, such employee shall not be subjected to the forgoing prohibition.

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.
3. ECS shall grant six (6) weeks of paid maternity leave for a vaginal birth and eight (8) weeks of paid maternity leave for a cesarean birth. This leave time shall be in addition to available illness absence days provided under the contract, it shall not however add to the duration of a traditional absence related to childbirth as determined by the treating physician.
4. 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



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personal illness absence is requested, verification by a physician of temporary disability related to the pregnancy must be submitted.

5. A teacher whose pregnancy results in a stillbirth or a teacher serving as a surrogate shall be eligible for all maternity leave benefits.

E. Paid Parental Leave

An employee not eligible for maternity leave (e.g. father, adopting parent, surrogate parent, etc.) for whom parental rights have been established, shall be entitled to a paid leave of absence of up to ten (10) workdays, for the purpose of bonding with the employee's newborn child, or caring for the newborn child subsequent to delivery. Said leave must be taken within six (6) months of the child's birth or adoption.

F. Parental Leave

1. A teacher, upon request, shall be entitled to up to one (1) year of parental leave for the primary purpose of childcare 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.

G. Adoptive Leave

A teacher who legally adopts a child whose age is less than eighteen (18) 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.

H. Foster Care Leave

Paid leave of up to five (5) days shall be granted for bonding with a child who has recently joined the teacher's household through foster care placement. In the event of multiple foster placements occurring, no more than ten (10) days shall be granted to an individual employee during a twelve (12) month period.

I. Personal Business

1. A teacher shall be provided with paid personal business per year.

Number of Years	Personal Business Days Granted
0-4 consecutive years of ECS service	3 days
5-19 consecutive years of ECS service	4 days
20 or more consecutive years of ECS service	5 days

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- a. 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.
  - b. If the first workday for a teacher takes place after the beginning of the school year, or for any teacher on leave, or for any teacher who is defined as part-time, the days will be prorated (sixty [60] paid days equals one [1] personal business day).
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 rolled over at the end of each teacher's contract year on a continual basis. A teacher may not retain more than ten (10) personal business days. A teacher may not use more than five (5) personal business days consecutively. If the number of personal business days to be rolled over would cause the limit of ten (10) to be exceeded, then any excess days shall be converted to personal/family illness days instead.
  3. Except for emergencies, personal business days shall not be used to extend school vacation periods of Thanksgiving, winter recess, spring break, summer break or the day preceding fall recess in the event this day is scheduled as a parent teacher conference day 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.
    - 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.
    - d. Only ten (10%) percent of the teachers in a building, school of study, or program (e.g. Elkhart Academy, PRIDE Academy, etc.) may take a personal business day for the purpose of extending each of the holidays listed above.

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.

J. 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 five (5) business days beyond the date of death in order to attend to matters related to the death of the family member (attendance at a funeral, memorial service, appointment with attorney, financial advisor, court appearance, etc.). Said days must be used by the teacher within twelve (12) months of the death of the immediate family member, but do not have to be used consecutively.
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 five (5) business days for each death. Said days must be used by the teacher within twelve (12) months of the second death of the immediate family member, but do not have to be used consecutively.

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### LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

3. Bereavement leave shall also include a miscarriage or the birth of a stillborn baby and be considered a death within the teacher's immediate family.
4. 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.
5. For the death of a close friend, student or extended family member, a teacher shall be granted a maximum of one (1) day's paid absence each school year to attend the funeral. In the event more than one death of a close friend, student, or an extended family member occurs, the day will be at the minimum substitute deduction rate, rather than being a paid absence to attend the funeral.
6. The Superintendent may grant additional bereavement days with or without substitute deduction.

#### K. Illness Absence

1. A teacher contracted for 184 or more days will be provided with 12 personal/family illness absence days each year (see Article 2). Illness absence days will be provided on the first day the teacher works; or the first teacher workday for those teachers authorized to use paid benefit days under the express terms of this Agreement and be subject to use at the time from the beginning of the teacher's contract. If the first workday is after the beginning of the school year, or for any teacher on leave or for any teacher who is defined as a part-time teacher, the days will be prorated (fifteen [15] paid 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 ten (10) 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 anyone (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 one-hundred (100) 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.

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### LEAVES, COMPENSATORY TIME AND PROFESSIONAL ASSIGNMENTS

9. A teacher who believes they have substance abuse/misuse problems may request appropriate benefits, including a health leave, for assessment and/or treatment purposes(s).
10. A teacher may donate up to ten (10) days of accumulated personal/family illness days per school year to another teacher by providing formal written notification to the Business Office. The maximum number of days transferred to any teacher in a school year shall not exceed thirty (30) days.

#### L. Personal Illness Bank

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

1. All accumulated and non-accumulated illness absence and personal business days of the applicant shall have been exhausted at the time of application.
2. Applications shall be made in writing to the chairperson of the Personal Illness Bank Committee. Application for a loan may be made by the teacher's authorized representative (i.e. immediate family member) in cases where the individual teacher is unable to do so. Applications shall be accompanied by a statement signed by a physician licensed to practice medicine, certifying said teacher is temporarily disabled. Such doctor's statement should also include the general nature of the disability, impact of the disability on employment, and prognosis for a return to work. "Temporarily disabled" shall mean inability to perform the duties of the teacher. 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.
3. Application shall be reviewed by 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.
4. A maximum of sixty (60) days will be allowed for any one (1) individual in any school year.
5. 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.
6. 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.
7. The bank shall be maintained from year to year by the repayment of loans from individual borrowers.
8. The Personal Illness Bank Committee may recommend to the Superintendent a waiver of any of the above conditions or procedures.
9. The Personal Illness Bank may be used for the period of disability related to pregnancy.

#### M. Involuntary Health Leave

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

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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).

#### N. Family Medical Leave

Pursuant to the Family Medical Leave Act ("FMLA"), teachers employed for 1,250 hours or more during the twelve (12) month period prior to application, are entitled to request leave under the FMLA. Eligible teachers may take an unpaid leave of up to twelve (12) weeks under the FMLA for the following reasons:

1. the birth of a child and to care for the newborn child within one (1) year of birth;
2. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;
3. to care for the employee's spouse, child, or parent, as defined by the FMLA, who has a serious health condition;
4. a serious health condition that makes the employee unable to perform the essential functions of his or her job;
5. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
6. to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Teachers are required to use any accrued paid leave days (i.e. personal illness days and personal business days) during the period of time they are taking a leave under the FMLA.

A teacher shall not lose, while on FMLA leave tenure, seniority, or any other rights enjoyed by a teacher.

Whenever the leave is foreseeable, the teacher shall provide the employer with thirty (30) days' notice. If there is insufficient time to provide such notice because of unforeseeable events, the teacher shall provide such notice as soon as possible and practical, generally not later than the next business day after the teacher realizes the need for leave.

The provisions of Board Policy [3430.02AC](#) along with the express terms of the FMLA shall govern all applications for a leave under the FMLA.

#### O. 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.

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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.

P. (New) Association Release Time

- a. The Association President and Vice President shall be give one-half (1/2) day of release time each day.
- b. Forty-five (45) days (in full or one-half day increments) per year of Association Release Time shall be provided for use of Association members in carrying out Association business. The Association will pay the substitutes' cost when such is incurred.

Q. 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.
- d. Should additional time be required in extraordinary situations a teacher may submit a request for consideration of a Temporary Differential to the Superintendent under Article 6-H.

2. Teachers of "English as a New Language"

- a. 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.
- b. Should additional time be required in extraordinary situations a teacher may submit a request for consideration of a Temporary Differential to the Superintendent under Article 6-H.

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.

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R. Unpaid Leaves

1. Unpaid Days

In the event a teacher has exhausted available leave days provided for in this Article, said teacher may apply to the Superintendent/Designee for unpaid day(s) on an emergency basis.

For the purpose of determining when an emergency exists, "emergency" shall be defined as an unforeseen event which prohibits the teacher from attending to their assigned duties.

2. Unpaid Parental Leave

A teacher, upon request, shall be entitled to up to one (1) year of unpaid parental leave for the primary purpose of childcare following the birth or adoption of a child. This leave may be taken without jeopardy to employment status, retirement and salary benefits, and teacher status and seniority rights. 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.

In the event both parents of a child are employed by the corporation, only one of the two may be granted 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.

3. Unpaid Health Leave

A teacher may be granted a health leave without pay after completion of one (1) year of employment. For any such leave a written request from the teacher shall be received by the Superintendent, accompanied by a physician's statement certifying the teacher is unable to fulfill the normal assigned duties for an extended period of time. The leave may be granted for the duration of the current contract year, or for the forthcoming contract year. While on health leave, written notice of the teacher's leave status must be received by the Superintendent on or before March 1 of the year in which the present leave expires. If the teacher states they will return to employment, then a physician's statement certifying fitness to work must be received on or before May 1.

4. Extended Unpaid Leave

A leave without pay may be granted by the Board upon the request of a teacher. Said leave may be granted for such reasons as full-time advanced study, teaching abroad, travel, work study programs, etc. Said leave may not be used for the purpose of obtaining other employment. Request for said leave shall be received by the Superintendent prior to March 1 of the school year prior to the commencement of said leave. In the event a teacher wishes to apply for an additional year of leave, said teacher must request approval in writing to the Superintendent prior to March 1. The granting of an extended unpaid leave may, at the Board's discretion, be contingent upon employment of a teacher qualified to assume the applicant's duties. A proper notification in writing must be received by the Superintendent prior to March 1 of the year of the leave or three (3) months prior to the end of the leave for a leave which does not coincide with the school year.

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. "Workday" 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, they shall first discuss the alleged grievance with the building principal or immediate supervisor, either personally or accompanied by an Association Representative. The discussion must take place within ten



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(10) workdays 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) workdays 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) workdays 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) workdays 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 ten (10) workdays of receipt of the written decision of the Superintendent or designee, the Association, upon written notice to the employer, may submit the grievance to binding arbitration.
- b. The arbitrator shall be selected from a panel of arbitrators provided by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

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D. Rules Governing Arbitration

1. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
2. Any grievance not appealed to arbitration 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.
3. The decision of the arbitrator shall be binding upon both parties to the grievance. The arbitrator shall have no power to amend, subtract from, add to, alter, disregard or modify any terms of this Agreement. The arbitrator shall not have authority to decide any issue not submitted or to interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practices of the parties in interpreting or applying terms of this Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification, addition, or detraction of written terms of this Agreement.
4. The Arbitrator shall have the authority to determine whether the case will be heard on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the Arbitrator determines that such grievance fails to meet said test of arbitrability, the case will be referred back to the parties without a recommendation on the merits. Unless expressly agreed to by the parties, in writing, the Arbitrator is limited to hearing one issue or grievance upon its merits at one hearing. Separate hearing shall be constituted for each grievance appealed to arbitration.
5. The fees and expenses of the arbitrator, American Arbitration Association administrative costs, cost of any transcripts, and cost of any hearing room shall be borne equally by the parties to the arbitration. All other expenses shall be borne by the party incurring them.
6. 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).

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 personal property, such as clothing, eyeglasses, cellular phone, hearing aids and wrist watches, or repair such personal property, providing the following limitations and conditions shall apply:

1. Such personal property must be worn, be in the teacher's physical control or be within the teacher's workspace 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

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liability insurance limit has been reached, whichever is higher, and will extend to the maximum limit of insurance carried by the corporation.

D. Legal Assistance to Teachers

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

To defend any member of the governing body or any employee of the school corporation in any suit arising out of the performance of his duties for, or employment with, the school corporation, provided the governing body by resolution determined that such action was taken in good faith; and to save any such member or employee harmless from any liability, cost of damage in connection therewith, including but not limited to the payment of any legal fees, except where such liability, cost or damage is predicated on, or arises out of the bad faith of such member or employee, or is a claim or judgment based on his malfeasance in office or employment.

3. In cases where criminal charges are alleged against a teacher, when such charges are related to acts occurring during the course of normal duties, the Board's attorney will only be available to provide initial consultation. Should such need arise, contact the District Counsel/Chief of Staff 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.

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

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hospitalization and major medical insurance program approved by the Board and the Association.

- a. For all teachers, except those who teach half-time or less, effective January 1, 2025, the Board agrees to contribute the following toward the cost of health insurance plan coverage:

Health Sync Plan 1

Coverage	Contribution
Single	\$7,132.60
Employee and Spouse	\$13,663.07
Employee and Child(ren)	\$9,366.58
Family	\$18,736.85
Family Both Employed	\$19,086.85

Health Sync Plan 2

Coverage	Contribution
Single	\$7,132.60
Employee and Spouse	\$13,663.07
Employee and Child(ren)	\$9,366.58
Family	\$18,736.85
Family Both Employed	\$19,086.85

- b. For teachers who teach half-time or less, effective January 1, 2025, the Board agrees to contribute the following toward the cost of health insurance plan coverage:

Health Sync Plan 1

Coverage	Contribution
Single	\$5,706.00
Employee and Spouse	\$10,930.00
Employee and Child(ren)	\$7,493.00
Family	\$14,989.00
Family Both Employed	\$15,269.00

Health Sync Plan 2

Coverage	Contribution
Single	\$5,706.00
Employee and Spouse	\$10,930.00
Employee and Child(ren)	\$7,493.00
Family	\$14,989.00
Family Both Employed	\$15,269.00

- c. For any certified teacher not participating in the ECS health insurance plan, the Employer shall contribute an additional half (.005) of a percent (beginning with the November 24, 2023 payroll) to their VEBA account.

d. 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

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and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.

- (2) Within ninety (90) days of the retirement date, the teacher has provided a written request to Elkhart Community Schools for continuing insurance coverage for the teacher and spouse, if any.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Employer's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse.

3. Long-Term Disability Insurance

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

F. Employee Assistance Program

The Employer shall provide an Employee Assistance Program (EAP) through a contracted provider. All costs related to intake and three (3) subsequent sessions shall be paid for by the Employer. The EAP shall cover employees, life partners, spouses, and dependent children. In addition, the Employer will provide a pool of one hundred (100) additional days per school year that may be utilized on an as needed basis by the provider with the intent to assist with situations where additional sessions are required.

G. 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:

1. 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
2. The number of accumulated illness absence days times the teacher's daily rate; minus
3. 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.

H. 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

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(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.

I. 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. 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.

J. Retirement Benefits

The Employer has established and maintains 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. The Employer shall make an on-going contribution to individual teacher VEBA accounts at a rate of one-half (.5%) percent, and increasing to one (1%) percent (effective January 1, 2025).

Teachers will be assigned to a VEBA Plan based upon their individual employment date. Teachers will not be authorized to receive on-going contributions to multiple plans.

**Teachers employed on or before 1/1/2006 shall be assigned to VEBA I**

The VEBA Plan (VEBA I) for teachers under contract with the Elkhart Community Schools on January 1, 2006, or on a Board approved Leave of Absence at such time includes the following terms and conditions:

- Vesting:

In order to be vested in a teacher's individual VEBA account, a teacher must meet all three (3) of the following conditions:

1. A teacher must have served in the Elkhart Community Schools fifteen (15) years, or a combined total of fifteen (15) years, based on the calculation of years of service for those years recognized by ECS for salary schedule placement at the time of employment;
2. Reached the age of fifty-five (55); and
3. Retired from employment with Elkhart Community Schools, having met all other provisions of the Contract, Indiana Law, and Regulations governing the retirement of certified teachers.

- Contributions: The amount contributed by the employer 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

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invested among the investment options made available by the vendor for the VEBA.

- Access to Account Assets: Until such time a teacher has retired and satisfied the eligibility requirements by virtue of age and years of service in the Elkhart Community Schools, the teacher shall have no access to the assets held in his or her separate VEBA account.
- Termination Prior to Vesting: If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, 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.
- Reallocation of Forfeitures: 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 on or before September 30. All of the forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA I accounts. Reallocation of forfeitures will be applied on an actuarially sound basis that is consistent with the model previously developed for the distribution of forfeited amounts (i.e. where allocation results are based upon age and number of years until projected retirement date for each teacher) and deposited in teacher accounts on or before October 30. VEBA I 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.
- Teachers Prevented from Participation in Reallocation of Forfeitures: the VEBA I accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA I account.
  - Teachers who forfeited their VEBA I account in the same year,
  - Teachers who previously forfeited their VEBA I account; and
  - Teachers who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

**Teachers Hired between January 2, 2006, and March 31, 2016, shall be assigned to VEBA II**

The VEBA Plan for teachers hired by Elkhart Community Schools between the dates of January 2, 2006, and March 31, 2016 (VEBA II) includes the following terms and conditions:

- Vesting:

In order to be vested in a teacher's individual VEBA account, a teacher must meet all three of the following conditions:

1. A teacher must have served in the Elkhart Community Schools fifteen (15) years, or a combined total of 15 years, based on the calculation of years of service for those years recognized by ECS for salary schedule placement at the time of employment;
2. Reached the age of fifty-five (55); and
3. Retired from employment with Elkhart Community Schools, having met all other provisions of the Contract, Indiana Law, and Regulations governing the retirement of certified teachers.



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- Contributions: The amount contributed by the employer 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.
- Access to Account Assets: Until such time a teacher has retired and satisfied the eligibility requirements by virtue of age and years of service in the Elkhart Community Schools, the teacher shall have no access to the assets held in his or her separate VEBA account.
- Termination Prior to Vesting: If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, 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.
- Reallocation of Forfeitures: 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 on or before September 30. Eighty percent (80%) of the forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA II accounts. Reallocation of forfeitures will be applied on an actuarially sound basis that is consistent with the model previously developed for the distribution of forfeited amounts (i.e. where allocation results are based upon age and number of years until projected retirement date for each teacher) and deposited in teacher accounts on or before October 30. Twenty percent (20%) of the forfeited amounts shall revert to the Employer. VEBA II 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.
- Teachers Prevented from Participation in Reallocation of Forfeitures: the VEBA II accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA account.
  - Teachers who forfeited their VEBA II accounts in the same year,
  - Teachers who previously forfeited their VEBA II accounts; and
  - Teachers who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

**Teachers Hired Subsequent to March 31, 2016 shall be assigned to VEBA IV**

The VEBA Plan for teachers hired subsequent to March 31, 2016 (VEBA IV) includes the following terms and conditions:

- Vesting:

In order to be vested in a teacher's individual VEBA account, a teacher must meet all three of the following conditions:

1. A teacher must have served in the Elkhart Community Schools fifteen (15) years, or a combined total of 15 years, based on the calculation of years of service for those years recognized by ECS for salary schedule placement at the time of employment;
2. Reached the age of fifty-five (55); and

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3. Retired from employment with Elkhart Community Schools, having met all other provisions of the Contract, Indiana Law, and Regulations governing the retirement of certified teachers.

- Contributions: The amount contributed by the employer 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.
- Access to Account Assets: Until such time a teacher has retired and satisfied the eligibility requirements by virtue of age and years of service in the Elkhart Community Schools, the teacher shall have no access to the assets held in his or her separate VEBA account.
- Termination Prior to Vesting: If a teacher retires or otherwise terminates employment before satisfaction of the requirements by virtue of age and years of service in the Elkhart Community Schools, 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.
- Retention of Forfeitures by Employer: Teachers assigned to VEBA IV shall not be entitled to any reallocation of forfeitures. One hundred (100%) percent of forfeited funds shall be retained by the Employer.

K. Reimbursement of Licensure Expenses:

1. Teachers who elect to obtain CPR certification through ECS will be able to obtain said certification at no cost to the teacher.
2. ECS will reimburse teachers for the fee paid by teachers to the IDOE for licensure renewal.
3. ECS will pay fees incurred for conducting the five (5) year criminal background checks for current employees.

L. Attendance Incentive:

1. First Semester
  - a. If a teacher does not use any personal/family illness days during the first semester the teacher shall be entitled to a payment of five hundred (\$500) dollars on or before January 31.
  - b. A teacher who uses one-half (1/2) to one (1) day of their personal/family illness days during the first semester shall be entitled to a payment of three hundred (\$300) dollars on or before January 31.
  - c. A teacher who uses one and one-half (1 1/2) to two (2) days of their personal/family illness days during the semester shall be entitled to a payment of two hundred (\$200) dollars on or before January 31.
  - d. Teachers employed for less than fifty (50) teacher work days during the first semester will have their incentive stipend reduced by fifty (50%) percent.
2. Second Semester
  - a. If a teacher does not use any personal/family illness days during the second semester the teacher shall be entitled to a payment of five hundred (\$500) dollars on or before June 30.
  - b. A teacher who uses one-half (1/2) to one (1) day of their personal/family illness days during the second semester shall be

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entitled to a payment of three hundred (\$300) dollars on or before June 30.

- c. A teacher who uses one and one-half (1 ½) to two (2) days of their personal/family illness days during the second semester shall be entitled to a payment of two hundred (\$200) dollars on or before June 30.
- d. Teachers employed for less than fifty (50) teacher work days during the semester will have their incentive stipend reduced by fifty (50%) percent.

ARTICLE SIX  
SALARY

A. Salary Payment

1. Teachers employed for the full school year shall be paid in twenty-six (26) payments. The first paycheck shall be issued to each contracted teacher within three (3) weeks of the start of the school year. A teacher who notifies the Human Resources Department in writing by July 1 prior to the next school year may be paid his/her salary over twenty-two (22) payments. Teachers who have previously requested twenty-two (22) payments may provide notification to the Human Resources Department of the desire to return to twenty-six (26) payments using the same procedure. The method of payment cannot be changed by either party during any school year. The contracted salary of a teacher will be issued in equal pays every other Friday, with certain exceptions. At no time will a teacher receive more than twenty-six (26) pays in any calendar year.
2. Newly employed, full-time teachers will be eligible to receive an advance of forty (40%) percent of their first regular pay one week prior to the scheduled pay date for teachers, subject to the following guidelines:
  - a. They must have signed a contract.
  - b. All tax forms and other required documentation must be completed and on file.
  - c. A written request must have been filed on or before the teacher's first contracted workday.
  - d. The advance will be deducted in equal installments in the first two (2) contract payments for that teacher.

B. Granting of Experience Credit

1. Experience Credit for Verified Teaching Experience

Experience credit 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:

- a. Certification prior to the verified teaching experience.
- b. Experience will be in an equivalent commissioned and/or accredited educational institution.
  - i. Elementary or secondary school;
  - ii. Employment as a long-term substitute teacher for Elkhart Community Schools;
  - iii. College or university; and
  - iv. Head Start or accredited pre-school (NECPA or NAEYC).
- 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.

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- f. The prior experience is helpful to the teaching assignment applied for.

2. 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 Certified Teacher Salary 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. As a teacher operating under an Occupational Specialist license, work experience submitted for initial placement on the Certified Teacher Salary 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 the amount of one year of experience for each full year of completed teaching experience, and/or one year of experience each year of approved work experience.

3. Granting of Experience Credit for Military Service

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

- 4. 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 Certified Teacher Salary Schedule.

ARTICLE SIX  
SALARY

D. Compensation Plan

Salary Range

- a. The salary range, not including current year increases or TRF contributions, of a teacher employed with Elkhart Community Schools ranges from \$44,000 to \$85,630.
- b. The minimum new hire salary is \$46,000.

Base Salary Increase

- a. **General Eligibility:** Any teacher who received an evaluation rating of Ineffective or Improvement Necessary in the prior school year is not eligible for any salary increase and remains at their prior year's salary. All other teachers are eligible for a salary increase, including those not evaluated for the previous year.
- b. **Factors and Definitions**
  - (1) **Evaluation rating:** The teacher did not receive a rating of Ineffective or Improvement necessary in the prior school year.
  - (2) **Possess a content area master's degree:** The teacher earned a master's degree in a content area as defined by the Indiana Department of Education after November 15, 2023.
- c. **Distribution - Advancing on the Salary Schedule (See Appendix A)**
  - (1) For 2024-2025, the increase for advancing a row in either column is \$2,000 for evaluation (\$1,000 step plus a \$1,000 increase to each cell on the previous schedule).
  - (2) For 2024-2025, the increase for advancing a column, but staying in the same row is \$3,000 (\$1,000 for the first year of possessing a content area Master's degree and \$2,000 for evaluation).
- d. **Redistribution of Compensation Plan Allocation**

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective, including those not evaluated during the prior year. The redistribution will be in the form of a stipend paid on the last pay date in January.

3. **Newly Hired Teachers**

- a. Newly hired teachers will be placed on the Certified Teacher Salary Schedule (Appendix A) commensurate with their educational attainment and total years of experience recognized by the Human Resources Director. Placement will align with, but not exceed, the mode salary of current ECS teachers who have the same educational attainment and recognized year of experience. If no exact comparable exists within the district, a newly hired teacher will be placed on the Certified Teacher Salary Schedule (Appendix A) based on the average (mean) salary of current ECS teachers whose qualifications most closely match their education level and years of experience.

ARTICLE SIX  
SALARY

b. 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.

5. 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.

6. Compensation for Teachers with Extended Contracts

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

F. Emergency Closing of Schools

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

G. 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 must be the subject of negotiations.

H. Additional Instructional Responsibility

1. Elementary and Secondary

- a. When no substitute is available to replace an absent teacher, then a teacher or teachers (2) in the building may be assigned, by the

ARTICLE SIX  
SALARY

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.

- b. When a teacher is assigned the sole responsibility of instructing all students of an absent teacher for the entire instructional day, the teacher shall receive pay at the rate of .008 of the Bachelor's base salary for each full day of instruction.

2. Secondary

In the event a secondary teacher is assigned a required duty to deliver an additional section of classroom instruction beyond a teacher's normal instructional load for an extended period of time (usually a semester or a year), said teacher shall be compensated at a rate equal to said teacher's daily rate divided by 7.0 plus a premium of seventeen dollars and fifty cents (\$17.50) for each hour. The time spent each day delivering instruction as a result of the overload shall be rounded up to the next hour. Compensation will be calculated only for each day the additional section is taught.

- 3. Portions of this section unrelated to wages are practices of the school; as such, this language was not bargained and is included for information purposes only.

I. Compensation for Synchronous Instruction of Online Students

When a teacher is required to provide synchronous instruction for an on-line student, as a result of an alternative placement or building master schedule needs, the teacher shall receive additional compensation for each course or subject area taught per grading period according to the schedule set forth below:

One to five students	\$500
Six to ten students	\$1,000
Eleven to fifteen students	\$1,500
Sixteen to twenty students	\$2,000
Twenty-one to thirty students	\$2,500

J. Compensation for Non-ENL Teachers Carrying ENL Licensure

When a teacher (whose primary role is not ENL) has ENL licensure and is assigned the following Teacher of Record responsibilities (e.g. supporting the TOS in the preparation of the student's ILP, and providing consultation with the TOS in providing services to the EL students) for EL students in their class/Professional Learning Community (PLC)/Grade Level/Content Area, the teacher shall receive additional compensation each semester according to the schedule set forth below:

One to five students	\$1,000
Six to ten students	\$1,500
Eleven to fifteen students	\$2,000
Sixteen to twenty students	\$2,500
Twenty-one to thirty students	\$3,000



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SALARY

K. Mentor Stipend

The Employer will pay a total of six hundred (\$600) dollars as a stipend to mentor a teacher new to the district. The stipend may be divided among a maximum of four (4) mentor teachers. This stipend is not included in the compensation plan and as such is not subject to the provisions of Indiana Code 20-28-9-1.5.

L. 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.

M. Professional Development Rate

Teachers will be paid thirty-six (\$36) 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.

Portions of the section unrelated to wages are practices of the school; as such, this language was not bargained and is included for information purposes only.

N. Added Pay Schedule

1. All continuing additional pay assignments shall be compensated in accordance with Appendix B. Part B.1 will be for the Added Pay/Extra Duty positions and Part B.2 will be for the Added Pay/Included Duty positions. The Added Pay Schedule does not impose an obligation on the employer to fill any vacant positions.
2. For included duty positions, the added pay position is not severable from the regular teacher's contract unless mutually agreeable. The continued employment of such teacher is based on the satisfactory evaluations of duties related to both parts of the individual contract. This shall be applicable to included duty positions as follows:
  - a. Positions in Appendix B.2 have responsibilities which are an integral part or an extension of a related instructional assignment and are not severable from the assignment.
  - b. Positions in Appendix B.2, the teacher accepts as a condition of initial Employment.
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 District Counsel/Chief of Staff. The ETA President shall receive a copy of all positions approved for such a split within ten (10) workdays 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, MTSS, etc.), compensation for added pay positions will be paid to teachers holding said positions in four (4) equal payments during the season. A proposed payment schedule for the following school year for added pay positions, other than non-seasonal positions, shall be published

ARTICLE SIX  
SALARY

by the Business Office on or before May 25 and provided to the Association President at least 10 days before publication.

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. 2022 Higher Learning Commission Standards Eligibility

- a. Content Area Teachers

Teachers who have completed Master's level course work in a content area satisfying the 2022 Higher Learning Commission Standards related to courses resulting in college credit for students shall be entitled to additional compensation set forth under Appendix B and identified as "Dual Credit Qualified".

Teachers will become eligible for this stipend when, during the course of their post graduate work, they have successfully completed eighteen (18) graduate credit hours in a core subject area (e.g. mathematics, economics, African History, Creative Writing, Chemistry, French, etc.) in addition to a Master's degree in a different subject, or obtained a Master's Degree in a core subject area. In both instances, the graduate degree or 18 hours of graduate coursework must be in a subject for which dual credit courses exist. Occasionally, teachers may have these credentials in more than one core subject area. In a circumstance such as this, the teacher would be eligible for the "Dual Credit Qualified" stipend for each of those areas.

Teachers who believe they meet the criteria allowing receipt of this added pay should submit evidence in the form of transcripts from the degree granting institution to the Human Resources Department. The transcripts will then be reviewed by district administrators in order to determine whether the submitted evidence meets the requirements of the Master Contract.

- b. EACC Teachers

CTE Teachers assigned to the Elkhart Area Career Center who meet the criteria set forth below will be entitled to additional compensation set forth under Appendix B and identified as "Dual Credit Qualified":

- Successfully completed a predetermined number of years in the field with evidence of ongoing industry approved professional development.
- Earned and maintained industry recognized credentials related to the field of training.
- Completed bachelor's and beyond post-secondary education, paired with industry documented employment in the field of study.

- O. Retention Stipend

Teachers will be paid an annual teacher retention stipend in the sum of one thousand (\$1,000) dollars to be paid with their second pay in March to teachers who were employed by the district during the prior school year and are continuing in active employment with ECS as of March 1st. This stipend shall not be

ARTICLE SIX  
SALARY

considered to be part of the compensation plan as it is not applicable to all teachers.

P. Dual Credit

A dual-credit stipend of one thousand two hundred fifty (\$1,250) dollars will be paid each semester to any teacher providing instruction in a dual credit course.

ARTICLE SEVEN  
SEVERABILITY

ARTICLE SEVEN

SEVERABILITY

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement.

ARTICLE EIGHT  
EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

ARTICLE EIGHT

EFFECT OF AGREEMENT AND EFFECTIVE PERIOD

The parties acknowledge during the bargaining which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the exclusive representative, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively, with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they bargained or signed this Agreement.

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the employer and the exclusive representative and constitutes the entire agreement between the parties.

- A. This agreement shall become effective as of July 1, 2024 and remain in effect until June 30, 2025.
- B. This negotiations agreement is so attested to by the parties whose signatures appear below.

ATTESTATION

The Employer and the Association held a public hearing on September 5, 2024 for the purpose of taking public testimony regarding the subjects of collective bargaining set forth in IC 20-29-6-4. The opportunity to participate by means of electronic communication was not offered.

On November 1, 2024, the Employer held a public meeting to discuss the tentative agreement entered into by representatives of the Employer and the Association pursuant to IC 20-29-6-19. The opportunity to participate by means of electronic communication was offered.

On November 12, 2024, a public meeting was held during which this Professional Negotiated Agreement was ratified by the Employer. The opportunity to participate by electronic communication was offered.

Signatures to following:

ELKHART TEACHERS ASSOCIATION, INC.    ADMINISTRATIVE NEGOTIATING TEAM

By \_\_\_\_\_  
Jessica Ramirez, Spokesperson

By \_\_\_\_\_  
W. Douglas Thorne, Spokesperson

# APPENDICES



APPENDIX A  
 2024 – 2025 Certified Teacher Salary Schedule

2024-2025 Certified Teacher Salary Schedule		
Row	BA/BS	MA/MS
A	\$43,000	\$45,000
B	\$44,000	\$46,000
C	\$45,000	\$47,000
**D	\$46,000	\$48,000
E	\$47,000	\$49,000
F	\$48,000	\$50,000
G	\$49,000	\$51,000
H	\$50,000	\$52,000
I	\$51,000	\$53,000
J	\$52,000	\$54,000
K	\$53,000	\$55,000
L	\$54,000	\$56,000
M	\$55,000	\$57,000
N	\$56,000	\$58,000
O	\$57,000	\$59,000
P	\$58,000	\$60,000
Q	\$59,000	\$61,000
R	\$60,000	\$62,000
S	\$61,000	\$63,000
T	\$62,000	\$64,000
U	\$63,000	\$65,000
V	\$64,000	\$66,000
W	\$65,000	\$67,000
X	\$66,000	\$68,000
Y	\$67,000	\$69,000
Z	\$68,000	\$70,000
AA	\$69,000	\$71,000
BB	\$70,000	\$72,000
CC	\$71,000	\$73,000
DD	\$72,000	\$74,000
EE	\$73,000	\$75,000
FF	\$74,000	\$76,000
GG	\$75,000	\$77,000
HH	\$76,000	\$78,000
II	\$77,000	\$79,000
JJ	\$78,000	\$80,000
KK	\$79,000	\$81,000
LL	\$80,000	\$82,000
MM	\$81,000	\$83,000
NN	\$82,000	\$84,000
OO	\$83,000	\$85,000
**Beginning teacher salary \$46,000		



APPENDIX B  
 ADDED PAY SCHEDULE

ADDED PAY SCHEDULE  
 2024 - 2025 SCHOOL YEAR

**B-1. ADDED PAY/EXTRA DUTY**

	INDEX	AMOUNT	Year (Y) Fall (F) Winter (W) Spring (S) Claim (C)
BASE	33,000		
<b>SYSTEM-WIDE ASSIGNMENTS</b>			
Academic Dean Stipend	0.12000	3,960	Y
National Board Certification (\$500 each)		500	Y
Cooper Science Lab Coordinator	0.04000	1,320	Y
Athletic Training Coordinator	0.04000	1,320	Y
Science Fair Coordinator	0.04500	1,485	W
Assistant Science Fair Coordinator	0.02250	745	W
Science Mentor Coordinator	0.03000	990	W
MTSS Coordinator	0.08000	2,640	Y
MTSS Team Member	0.04000	1,320	Y
Building Level Bully Prevention Coordinator	0.15000	4,950	Y
Alternative Programs Lead Teacher	0.14000	4,620	Y
Blind/Low Vision/Braille	0.12000	3,960	Y
Building Level High Ability Coordinator	0.04000	1,320	Y
District Wellness Coordinator	0.03000	990	Y
Building Wellness Coordinator	0.01500	495	Y
New Teacher Mentor		600	C
**Contest Advancement		200	C
<b>LEAD TEACHER:</b>			
PACE	0.03500	1,155	Y
School Psychologist	0.12000	3,960	Y
Speech Pathologist	0.12000	3,960	Y
<b>Content Area Specialist:</b>			
Mathematics			
- Grades 9 - 12	0.15000	4,950	Y
- Grades 7 - 8	0.14000	4,620	Y
- Grades 3 - 6	0.15000	4,950	Y
- Grades K - 2	0.15000	4,950	Y
Language Arts			
- Grades 9 - 12	0.15000	4,950	Y
- Grades 7 - 8	0.14000	4,620	Y
- Grades 3 - 6	0.15000	4,950	Y
- Grades K - 2	0.15000	4,950	Y
Social Studies			
- Grades 9 - 12	0.15000	4,950	Y
- Grades 7 - 8	0.14000	4,620	Y
- Grades K - 6	0.15000	4,950	Y
Science			

APPENDIX B  
ADDED PAY SCHEDULE

- Grades 9 - 12	0.15000	4,950	Y
- Grades 7 - 8	0.14000	4,620	Y
- Grades K - 6	0.15000	4,950	Y
Special Education			
- Grades 9 - 12	0.15000	4,950	Y
- Grades 7 - 8	0.14000	4,620	Y
- Grades K - 6	0.15000	4,950	Y
Intense Interventions (SPED)			
-K - 6	0.14000	4,620	Y
-7 - 12	0.14000	4,620	Y
English Language Learners (ELL)			
- Grades 7 - 12	0.15000	4,950	Y
- Grades K - 6	0.15000	4,950	Y
Physical Education/Health			
- Grades K - 6	0.14000	4,620	Y
- Grades 7 - 12	0.14000	4,620	Y
Art			
- Grades K - 12	0.14000	4,620	Y
Library/Media			
- Grades 7 - 12	0.14000	4,620	Y
World Languages			
- Grades 9 - 12	0.14000	4,620	Y
Business			
- Grades 9 - 12	0.14000	4,620	Y
Counseling			
- Grades 7 - 12	0.14000	4,620	Y
Family and Consumer Science (FACS)			
- Grades 9 - 12	0.14000	4,620	Y
Engineering and Technology			
- Grades 9 - 12	0.14000	4,620	Y
Agricultural Science			
- Grades K - 12	0.14000	4,620	Y
Hourly Employment			
Building Rental Manager		14.50	C
Curriculum Development		33.66	C
Data Coordinator		35.00	C
Technology Coordinator		35.00	C
Translator/Interpreter		25.00	C
Intramurals		7.25	C
Evening High School Coordinator	0.00100	33.00	C
Homebound or Adult Continuing Education	0.00113	37.29	C
<b>HIGH SCHOOL ASSIGNMENTS</b>			
<b>Schools of Study Lead Teachers</b>			
School of Arts and Communication	0.14000	4,620	Y
School of Business and International Relations	0.14000	4,620	Y
School of Engineering, Technology, and Innovation	0.14000	4,620	Y

APPENDIX B  
ADDED PAY SCHEDULE

School of Health and Public Safety	0.14000	4,620	Y
School of Human Services	0.14000	4,620	Y
School of Natural Resources	0.14000	4,620	Y
<b>Freshman Division Lead Teachers</b>			
Freshman Academy Lead Teachers	0.07500	2,475	Y
<b>Elkhart Academy Lead Teacher</b>			
Elkhart Academy Lead Teachers	0.14000	4,620	Y
<b>Athletics</b>			
Cross Country Coach	0.12000	3,960	F
Cross Country Assistant Coach	0.06000	1,980	F
Crew Coach	0.15000	4,950	S
Assistant Crew Coach	0.07500	2,475	S
Archery Coach	0.10000	3,300	S
Assistant Archery Coach	0.05000	1,650	S
Lacrosse Coach	0.15000	4,950	S
Lacrosse Assistant Coach	0.07500	2,475	S
Coed Dive Coach	0.10000	3,300	W
Unified Track Coach	0.10000	3,300	S
Unified Track Assistant Coach	0.05000	1,650	S
Unified Football Coach	0.07500	2,475	F
Unified Football Assistant Coach	0.03750	1,240	F
Football Cheerleader Coach	0.15000	4,950	F
Football JV Cheerleader Coach	0.07500	2,475	F
Football Freshman Cheerleader Coach	0.07500	2,475	F
Basketball Cheerleader Coach	0.15000	4,950	W
Basketball JV Cheerleader Coach	0.07500	2,475	W
Basketball Freshman Cheerleader Coach	0.07500	2,475	W
<b>Boys Athletics</b>			
Head Basketball Coach	0.30000	9,900	Y
Assistant Basketball Coach	0.15000	4,950	W
Freshman Basketball Coach	0.10000	3,300	W
Head Football Coach	0.30000	9,900	Y
Assistant Football Coach	0.15000	4,950	F
Freshman Football Coach	0.10000	3,300	F
Baseball Coach	0.15000	4,950	S
Assistant Baseball Coach	0.07500	2,475	S
Freshman Baseball Coach	0.07500	2,475	S
Track Coach	0.15000	4,950	S
Assistant Track Coach	0.07500	2,475	S
Golf Coach	0.10000	3,300	S
Assistant Golf Coach	0.05000	1,650	S
Wrestling Coach	0.15000	4,950	W
Assistant Wrestling Coach	0.07500	2,475	W
Freshman Wrestling Coach	0.07500	2,475	W
Swimming Coach	0.15000	4,950	W
Assistant Swimming Coach	0.07500	2,475	W
Tennis Coach	0.14000	4,620	F
Assistant Tennis Coach	0.07000	2,310	F
Freshman Tennis Coach	0.07000	2,310	F
Soccer Coach	0.18180	6,000	F
Assistant Soccer Coach	0.09090	3,000	F
Freshman Soccer Coach	0.09090	3,000	F
Volleyball Coach	0.15000	4,950	S
Assistant Volleyball Coach	0.07500	2,475	S
<b>Girls Athletics:</b>			
Basketball Coach	0.30000	9,900	Y

APPENDIX B  
ADDED PAY SCHEDULE

Assistant Basketball Coach	0.15000	4,950	W
Freshman Basketball Coach	0.10000	3,300	W
Swimming Coach	0.15000	4,950	W
Assistant Swimming Coach	0.07500	2,475	W
Volleyball Coach	0.15000	4,950	F
Assistant Volleyball Coach	0.07500	2,475	F
Freshman Volleyball Coach	0.07500	2,475	F
Gymnastics Coach	0.15000	4,950	W
Assistant Gymnastics Coach	0.07500	2,475	W
Track Coach	0.15000	4,950	S
Assistant Track Coach	0.07500	2,475	S
Golf Coach	0.10000	3,300	F
Assistant Golf Coach	0.05000	1,650	F
Softball Coach	0.15000	4,950	S
Assistant Softball Coach	0.07500	2,475	S
Freshman Softball Coach	0.07500	2,475	S
Soccer Coach	0.18180	6,000	F
Assistant Soccer Coach	0.09090	3,000	F
Freshman Soccer Coach	0.09090	3,000	F
Tennis Coach	0.14000	4,620	S
Assistant Tennis Coach	0.07000	2,310	S
Freshman Tennis Coach	0.07000	2,310	S
Wrestling Coach	0.15000	4,950	W
Assistant Wrestling Coach	0.07500	2,475	W
<b>Athletic-Related Assignments:</b>			
Ticket Manager	0.10000	3,300	Y
Sports Information Director	0.10000	3,300	Y
Athletic Trainer	0.24000	7,920	Y
Supervisor and Instructor of Student Trainers	0.04000	1,320	Y
Supervision Manager	0.06800	2,245	Y
Cheer Block Sponsor	0.03000	990	Y
Booster Club Sponsor	0.03000	990	Y
<b>Non-Athletic Assignments:</b>			
Dual Credit Qualified (\$500 each content area) <i>(using 2022 Higher Learning Commission Stds.)</i>		500	Y
AP Instructor (per semester)		500	C
EHS Activities Director	0.15000	4,950	Y
Freshman Division Activities Director	0.03500	1,155	Y
Theatre Director	0.15000	4,950	Y
Assistant Theatre Director	0.07500	2,475	Y
Forensics Coach	0.14000	4,620	Y
Assistant Forensics Coach	0.06800	2,245	Y
Speech Coach	0.11000	3,630	Y
Assistant Speech Coach	0.05000	1,650	Y
Mock Trial Coach	0.02000	660	S
ElkLogic Robotics Coach	0.15000	4,950	Y
ElkLogic Robotics Assistant Coach	0.07500	2,475	Y
E-Sports Coach	0.07500	2,475	Y
Marching Band Color Guard Director	0.12000	3,960	F
Marching Band Assistant Color Guard Director	0.06000	1,980	F
Winter Color Guard Director	0.12000	3,960	W
Winter Color Guard Assistant Director	0.06000	1,980	W
Pep Band	0.04000	1,320	W
Marching Band Percussion Director	0.12000	3,960	F
Marching Band Percussion Assistant Director	0.06000	1,980	F
Winter Percussion Director	0.12000	3,960	W

APPENDIX B  
ADDED PAY SCHEDULE

Winter Percussion Assistant Director	0.06000	1,980	W
Musical Pit Orchestra Director	0.04000	1,320	W
Musical Vocal Director	0.04000	1,320	W
Co-Curricular Jazz			
Jazz Choir	0.02500	825	Y
Jazz Band	0.02500	825	Y
Jazz String	0.02500	825	Y
Extra-Curricular Jazz			
Jazz Choir	0.05000	1,650	Y
Jazz Band	0.05000	1,650	Y
Jazz String	0.05000	1,650	Y
Art Café	0.04100	1,355	Y
Move to Stand	0.02000	660	Y
Sigma Beta Upsilon	0.01350	450	Y
Key Club	0.02000	660	Y
Academic Competition Teams (Full Squad Competing Teams)	0.07700	2,545	Y
Elkhart Academy PRIDE Ambassador Sponsor	0.03000	990	Y
National Honor Society	0.03000	990	Y
National Honor Society Assistant	0.01500	495	Y
Student Government Sponsor	0.03000	990	Y
Student Government Assistant Sponsor	0.01500	495	Y
Senior Class Sponsor	0.02800	925	Y
Senior Class Assistant Sponsor	0.01400	465	Y
Junior Class Sponsor	0.03500	1,155	Y
Junior Class Assistant Sponsor	0.01750	580	Y
Sophomore Class Sponsor	0.02000	660	Y
Sophomore Class Assistant Sponsor	0.01000	330	Y
Freshman Class Sponsor	0.02000	660	Y
Freshman Class Assistant Sponsor	0.01000	330	Y
<b>MIDDLE SCHOOL ASSIGNMENTS:</b>			
<b>Building Department Chairpersons</b>			
English, Mathematics	0.08800	2,905	Y
Science, Social Studies, ELL	0.04700	1,555	Y
Special Education	0.08800	2,905	Y
Art, FACS, Industrial Arts, Media, Music, Physical Education/Health	0.03500	1,155	Y
<b>Athletics</b>			
Eighth Grade Basketball Coach	0.10000	3,300	W
Eighth Grade Assistant Basketball Coach	0.03750	1,240	W
Seventh Grade Basketball Coach	0.10000	3,300	W
Seventh Grade Assistant Basketball Coach	0.03750	1,240	W
Eighth Grade Track Coach	0.05500	1,815	S
Eighth Grade Assistant Track Coach	0.03750	1,240	S
Seventh Grade Track Coach	0.05500	1,815	S
Seventh Grade Assistant Track Coach	0.03750	1,240	S
Eighth Grade Soccer Coach	0.07500	2,475	F
Eighth Grade Assistant Soccer Coach	0.03750	1,240	F
Seventh Grade Soccer Coach	0.07500	2,475	F
Seventh Grade Assistant Soccer Coach	0.03750	1,240	F
Eighth Grade Lacrosse Coach	0.07500	2,475	S
Eighth Grade Assistant Lacrosse Coach	0.03750	1,240	S
Seventh Grade Lacrosse Coach	0.07500	2,475	S
Seventh Grade Assistant Lacrosse Coach	0.03750	1,240	S
Eighth Grade Volleyball Coach	0.07500	2,475	F
Eighth Grade Assistant Volleyball Coach	0.03750	1,240	F
Seventh Grade Volleyball Coach	0.07500	2,475	F
Seventh Grade Assistant Volleyball Coach	0.03750	1,240	F

APPENDIX B  
ADDED PAY SCHEDULE

Cross Country Coach	0.07500	2,475	F
Assistant Cross Country Coach	0.03750	1,240	F
Swimming Coach	0.05500	1,815	W
Tennis Coach	0.05500	1,815	S
Football Eighth Grade Cheerleader Coach	0.07500	2,475	F
Football Seventh Grade Cheerleader Coach	0.07500	2,475	F
Basketball Eighth Grade Cheerleader Coach	0.07500	2,475	W
Basketball Seventh Grade Cheerleader Coach	0.07500	2,475	W
<b>Boys Athletics</b>			
Eighth Grade Feeder Football Coach	0.10000	3,300	F
Eighth Grade Feeder Assistant Football Coach	0.05000	1,650	F
Seventh Grade Feeder Football Coach	0.10000	3,300	F
Seventh Grade Feeder Assistant Football Coach	0.05000	1,650	F
Wrestling Coach	0.07500	2,475	W
Assistant Wrestling Coach	0.03500	1,155	W
<b>Non-Athletic Assignments:</b>			
Middle School Jazz Band	0.05000	1,650	Y
Middle School Jazz Choir	0.05000	1,650	Y
Middle School Jazz Orchestra	0.05000	1,650	Y
Theatre Director	up to 0.05000	550 to 1,605	Y
Yearbook Sponsor	0.03000	990	Y
Debate Coach	0.01000	330	Y
Move to Stand	0.02000	660	Y
Academic Competition (Full Squad Competing Teams)	0.05000	1,650	Y
Robotics Coach	0.05000	1,650	Y
Junior Honor Society	0.01500	495	Y
Student Council	0.01500	495	Y
Science Fair Coordinator	0.01700	565	W
<b>ELEMENTARY ASSIGNMENTS:</b>			
<b>Athletics</b>			
System-wide Athletic Director	0.24000	7,920	Y
Boys Basketball Coach	0.04850	1,605	W
Boys Softball Coach	0.02100	695	S
Boys Track Coach	0.01500	495	F
Boys Football Coach	0.04850	1,605	S
Boys Soccer Coach	0.04850	1,605	F
Boys Volleyball Coach	0.04850	1,605	S
Lacrosse Coach	0.03200	1,060	S
Girls Volleyball Coach	0.04850	1,605	F
Girls Basketball Coach	0.04850	1,605	W
Girls Softball Coach	0.02100	695	S
Girls Track Coach	0.01500	495	F
Girls Soccer Coach	0.04850	1,605	S
Assistant Basketball Coach	0.02425	805	W
Assistant Softball Coach	0.01050	350	S
Assistant Track Coach	0.00750	250	F
Assistant Football Coach	0.02425	805	S
Assistant Soccer Coach	0.02425	805	F
Assistant Lacrosse Coach	0.01600	530	S
Assistant Volleyball Coach	0.02425	805	S
Football Cheerleader Coach	0.02500	825	S
Basketball Cheerleader Coach	0.02500	825	W
<b>Non-Athletic Assignments:</b>			
Drumming	0.04800	1,585	Y
Safety Patrol Sponsor	0.01700	565	Y

APPENDIX B  
ADDED PAY SCHEDULE

Science Fair Coordinator	0.01700	565	W
Robotics Coach	0.05000	1,650	F
Academic Competition (Full Squad Competing Teams)	0.05000	1,650	VARIES
Oratorical	0.02400	795	S
Student Council	0.00750	250	Y
<b>UNIFIED SPORTS</b>			
Special Olympics Coordinator (hourly rate)		7.50	Y
Special Olympics Basketball Coach – Traditional	0.04100	1,355	W
Special Olympics Middle/Elementary School Coach – Unified	0.04100	1,355	S
<b>ELKHART AREA CAREER CENTER</b>			
Lead teacher at EACC Annex	0.10000	3,300	Y
Vocational Club Coordination Sponsor	0.05000	1,650	Y
Vocational Advisors	0.01500	495	Y
Attendance at State Competition		500	C
Attendance at National Competition		1,000	C
Approved Equipment Repair, Maintenance or Procurement (hourly rate)	0.00100	33.00	C
Guidance Chairperson	0.07000	2,310	Y
Student Enterprise Program Sponsor	0.04100	1,355	Y
National Honor Society Sponsor	0.03000	990	Y
<b>B-2 ADDED PAY/INCLUDED DUTY</b>			
<b>SYSTEM-WIDE ASSIGNMENTS</b>			
6 <sup>th</sup> Grade Band	0.04800	1,585	Y
6 <sup>th</sup> Grade Orchestra	0.04800	1,585	Y
Psychologist	0.06800	2,245	Y
<b>HIGH SCHOOL ASSIGNMENTS</b>			
Director of Bands	0.18000	5,940	Y
Lead Band Director Freshman Division	0.13010	4,295	Y
Assistant Band Director	0.09000	2,970	Y
Head Band Director Competitive Marching Band	0.15000	4,950	Y
Assistant Band Director Competitive Marching Band	0.07500	2,475	Y
Director of Orchestras	0.12000	3,960	Y
Lead Orchestra Director Freshman Division	0.10000	3,300	Y
Assistant Orchestra Director	0.06000	1,980	Y
Director of Choirs	0.12000	3,960	Y
Lead Choir Director Freshman Division	0.10000	3,300	Y
Assistant Choir Director	0.06000	1,980	Y
Yearbook Sponsor	0.14000	4,620	Y
Publication Sponsor	0.14000	4,620	Y
Media Specialist	0.04700	1,555	Y
<b>MIDDLE SCHOOL ASSIGNMENTS:</b>			
Activities Director	0.24000	7,920	Y
Media Specialist	0.03000	990	Y
Middle School Band	0.10000	3,300	Y
Assistant Middle School Band	0.05000	1,650	Y
Middle School Orchestra	0.10000	3,300	Y
Assistant Middle School Orchestra	0.05000	1,650	Y
Middle School Choir	0.10000	3,300	Y
Assistant Middle School Choir	0.05000	1,650	Y
<b>ELEMENTARY ASSIGNMENTS</b>			
Elementary Music	0.01000	330	Y

\*\* Contest Advancement – This provision is applicable for all extra-curricular 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>
-----------------	-------------------	-------------------------	-------------------

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 binding arbitration \_\_\_\_\_

*\*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 and Retirement

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 31<sup>st</sup> in the calendar year the teacher's final contract expires.

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

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

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

## APPENDIX D

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

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

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

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

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

## 2. Retirement:

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

## APPENDIX D

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

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 31<sup>st</sup> in the calendar year the teacher's final contract expires.

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

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

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

The 401(a) Retirement Plan accounts of teachers who have attained the age of 59 but have not retired from employment with Elkhart Community Schools may share in the reallocated forfeiture, but on a reduced actuarial basis.

## 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)*

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.



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