

CONTRACT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES  
OF THE  
EDINBURGH COMMUNITY SCHOOL  
CORPORATION

AND

THE EDINBURGH EDUCATION ASSOCIATION

2019-2020

# TABLE OF CONTENTS FOR THE MASTER CONTRACT 2019-2020

Article I	Recognition and Definitions	3
Article II	Provisions for Extenuating Circumstances	3
Article III	Compensation and Expenses	4
Article IV	Leaves of Absence	5
Article V	Insurances	10
Article VI	Retirement Severance Benefit	11
Article VII	Retirement Savings Annuity Program	17
Article VIII	Grievance Procedure	17
Article IX	Term of Agreement	19
Grievance Form		Appendix A
Compensation Model		Appendix B
Extra-Curricular Schedule		Appendix C
2019-2020 Salary Schedule		Appendix D

This Master Contract entered into this 1st day of October 2019 by and between the Board of School Trustees of the Edinburgh Community School Corporation, hereinafter called the "Board", and the Edinburgh Education Association, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "Association".

## ARTICLE I Recognition and Definitions

Section 1. The Board hereby recognizes the Edinburgh Education Association as the exclusive representative of all teachers in the School Corporation.

Section 2. Definitions.

- A. The term "teacher", when used in the Contract shall refer to all certificated personnel employed by the Board except the Superintendent of Schools, Director of Facilities & Transportation, School Principals, Assistant Principals, Director and teachers of School-Community Programs, Director of Technology or Instructional Technology Coach, Special Education Teachers employed under Joint Services Agreement, stipends and/or extended contracts for Athletic Director, Director of Student Services, Head Football Coach, Head Basketball Coaches, and Part Time Employees, as defined by IEERB decisions.
- B. The term "Board" and "Association" shall include authorized officers, representatives and agents.
- C. The term "School Corporation", when used in this Contract, shall refer to the Edinburgh Community School Corporation of the State of Indiana. References in the Contract to gender shall include all individuals, whether male or female, unless in the specific context the language reads "this section shall refer only to (male) (female) teachers".

## ARTICLE II Provisions for Extenuating Circumstances

Extended Year. 20-28-9-15 Teacher payments when school is closed

If during the term of the teacher's contract the school is closed by order of the school corporation or health authorities or school cannot be conducted through no fault of the teacher; the teacher shall receive regular payments during that time. However, whenever a canceled student instructional day (as defined in IC 20-30-2-1) is rescheduled to comply with IC 20-30-2-1, each teacher shall work on that rescheduled day without additional compensation.

If a teacher has requested a period off for a scheduled appointment and has had that request approved by the building principal, he/she will be responsible for seeking coverage for the class. If coverage of this nature is initiated by a teacher and a co-teacher agrees to cover this period, compensatory time will not be awarded.

## ARTICLE III Compensation and Expenses

Section 1. The regular salaries for teachers for the 2019-2020 school year is set forth in Appendix "D", and subject to the Compensation Model listed in Appendix B.

Section 2. The salaries for extra-curricular activities are set forth in Appendix "C". Teachers hired to perform extra-curricular duties have the option of receiving their pay in a lump sum. Fall sports coaches will be paid with the second pay in November; winter sports coaches will be paid with the second pay in March; and spring sports coaches will be paid with the second pay in June. Coaches hired after August 1 shall notify the administrative office personnel within fourteen (14) days of signing the athletic contract of their intent to receive lump sum pay.

Section 3. Pay shall be in twenty-two (22) or twenty-six (26) payments as selected by the teacher at the beginning of the school year. On or before May 1, the teacher may request, in writing, the balance of his/her contract pay, payable on the first pay date following the last teacher day.

Section 4. When teachers are assigned or required to work at athletic events or school concerts for which they are not compensated on the extra-curricular salary schedule, the teacher shall be compensated at a rate of eight dollars (\$8.00) per hour with a minimum of twelve dollars (\$12.00) per event for each of those assignments within the Edinburgh Community School Corporation and a minimum of twenty-seven dollars and fifty cents (\$27.50) for each of those assignments outside of the Edinburgh Community School Corporation.

Section 5. Each year a teacher completes a contract year with over one hundred seventy-six (176) days of accumulated leave, he/she shall be compensated at the rate of forty dollars (\$40.00) per day for all days over one hundred seventy-six (176) days. The pay shall be issued on the second pay period in June.

Section 6. A teacher may earn a merit award of \$400 for perfect attendance on all contract days. Also, a teacher may earn \$200 for commendable attendance which is defined as one or two (2) days absent from all contract days. Three (3) days per year of funeral leave for immediate family as defined in Article IV. Section 2 will not count against perfect or commendable attendance. Compensation shall not be paid if the teacher had any unpaid days during the school year. Professional leave absences approved by the Superintendent of Schools will not count against perfect or commendable attendance. All other days of absence do count. Payment will be made on the last pay of June at the end of each school year. These merit awards shall be in addition to any other form of merit pay earned by the teacher and conditional on the teacher's qualifying for additional pay as a highly effective or effective teacher.

Section 7. When funds are available, teachers will be paid an hourly stipend of \$20.00 per hour for activities including, but not limited to, the study and planning for the use of best practices/high-yield strategies, School Improvement Committee or subcommittee work or other committee work as necessary for the effective operation of the School Corporation.

## Section 8. Ancillary Duties

When a substitute teacher is not available and teachers are asked to cover classes during their planning periods, they will be compensated as follows. After covering classes for three (3) high school periods, four (4) middle school periods, or a total of three (3) hours at the elementary school, a teacher may earn one half (1/2) compensatory day. The teacher is responsible for tracking these periods on the form provided by the School Corporation, having the form signed by the building principal, and sending the form to the administration office. Compensatory time will be awarded in ½ (one-half) day increments only, and periods of coverage of less than those equal to ½ (one-half) day will not carry over from school year to school year.

## Section 9. Criminal Background Checks

Consistent with the terms of IC 20-26-5-10, the Board shall pay the cost of any and all expanded criminal history background checks that teachers are required to undergo. This section shall not apply to a teacher who is initially employed with the School Corporation (i.e., new hires).

# ARTICLE IV Leaves of Absence

## Section 1. Compensatory Leave

- A. Each teacher shall be entitled to thirteen (13) days each school year to be absent from work without loss of compensation. No more than four (4) compensatory days may be used consecutively. Use of the fifth consecutive compensatory day shall be verified by medical documentation. If in any one school year the teacher shall be absent less than the granted number of days, the remaining days shall be accumulative to 176 days. In addition to the thirteen (13) yearly compensatory leave days, a teacher may use accumulated leave days for illness verified by medical documentation. Medical documentation is due to administrative office personnel no later than Tuesday at noon preceding that Friday payday. In the event of an early payday, such as Fall Break or Thanksgiving Break, medical documentation is due no later than Monday noon preceding that Wednesday payday. If the medical documentation is denied, the teacher will receive written notification and time to appeal the denial. Accumulated leave days may be used before the thirteen (13) annual leave days are exhausted. In the event any teacher shall have accumulated one (1) or more leave days in another school corporation before being employed by this corporation, then there shall be added for the second and each succeeding year of such employment up to three (3) days of leave until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted. Teachers may use accumulated leave to attend to the illness of members of the immediate family by blood, marriage, or adoption including spouse, child, parent, father-in-law, mother-in-law, stepchild currently residing with the teacher, ~~or~~ foster child currently residing with the teacher by providing documentation of medical treatment. Teachers are given a written account of accumulated leave on each pay stub. In cases of questions arising concerning the number of leave days, the official record book in the administrative office shall be consulted.

- B. Use of compensatory leave to extend school vacation periods or holidays has potential to be detrimental to the quality of instruction. Due to the limited availability of substitute teachers and the difficulty of maintaining student focus on days before and after vacation periods or holidays, approval of compensatory days will be limited. No more than three (3) teachers corporation-wide will be approved to extend a school vacation or holiday period of less than one (1) week. A second request to extend a vacation or holiday will not be approved for any teacher within two (2) consecutive years. Compensatory days will not be approved to extend Fall Break, Christmas Break, Spring Break, or Summer Break unless students are not in attendance on a contract day before or after the break. Teachers may write a letter of appeal to the Superintendent of Schools explaining extenuating or emergency circumstances that caused an extension at the end of the holiday or vacation period.
- C. When a teacher uses compensatory leave which is less than a full day, leave will be deducted in minimum blocks of one-half (1/2) day periods.
- D. Compensatory leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.

Section 2. Funeral Leave. Up to five (5) consecutive school days of absence to be taken within fourteen (14) calendar days of the death without loss of pay shall be granted a teacher in the event of the death of a spouse, child, stepchild currently living with the teacher, foster child currently living with the teacher, child’s spouse, legal ward, parent, step-parent, mother-in-law, father-in-law, grandparent, grandchild, brother, step-brother, sister or step-sister. One of the five (5) days may be used at a later date for the purpose of attending a memorial service or serving as executor of an estate.

Teachers will be excused two (2) days for death of step-child not residing with the teacher, brother or sister of spouse, grandparent of spouse, aunt, uncle, niece, nephew, great grandparent or sibling’s spouse. Teachers will be excused one (1) day (day of funeral) for the death of the teacher’s first cousin, great aunt, great uncle, or spouse’s aunt, uncle, niece, nephew or great grandparent.

Chart of Funeral Leave

Five (5) days (Immediate family)	Two (2) days	One (1) day
Spouse	Aunt	Teacher’s cousin (first)
Child (resident, step, or foster)	Uncle	Spouse’s aunt/uncle
Child’s spouse	Niece	Spouse’s niece/nephew
Parent (step and in-law)	Nephew	Great Aunt
Sibling (step)	Great grandparent	Great Uncle
Grandparent	Spouse’s sibling	Spouse’s Great Grandparent
Grandchild	Stepchild (nonresident)	
Legal Ward	Sibling’s Spouse	
	Spouse’s grandparent	

Section 3. Major Disability Leave. This policy shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration. Such physical disability shall include, among other items, disability arising from major surgery, childbirth, physical illness, mental illness or

severe emotional disturbance, causing a disability for more than three (3) weeks

- A. Anticipated Disability. Where disability can reasonably be anticipated, as in the case of a scheduled operation or childbirth, the following rules shall apply:
  - 1. The teacher requesting leave shall notify the Office of the Superintendent of Schools of the expected time of leave as soon as reasonably possible, but not less than thirty (30) days prior to the beginning of the leave in cases of pregnancy.
  - 2. Whenever possible, the leave of absence shall begin at the end of a grading period. Where the teacher's condition raises any serious problem to the teacher's health in the period prior to the beginning of leave, the School Corporation Personnel will request a statement by the teacher's physician as to the teacher's ability to continue teaching, and condition the time leave begins based on that statement.
- B. Absence Due to Assault. Any teacher who misses school due to an injury resulting from an assault by a student shall be granted up to five (5) days paid leave. The injury shall qualify as a compensable injury under Worker's Compensation, and medical documentation is required.
- C. Time of Return to Teaching Duties. Subject to the notice and other requirements set out in Paragraph D, the teacher may resume teaching duties at such time as in the opinion of the teacher and the teacher's physician that the teacher is able to resume teaching. The School Corporation will require the certificate of the physician to this effect.
- D. Notice of Return to Teaching. As soon as the teacher's physician has released him/her to return to work, the teacher will provide the school corporation with written documentation of the date of release and the date of return to work. In the case that the leave would need to be extended, the teacher shall furnish the School Corporation proof of his/her continued disability. School Corporation Personnel may require up to two (2) calendar weeks of notice before the teacher is entitled to return to work. In the case of an approved maternity leave, the teacher will be expected to return to work immediately after the last approved day of leave. If a continued disability exists due to pregnancy, the teacher will be subject to the same notice requirements previously listed.
- E. Accumulated Leave. Any teacher taking leave of absence under this policy may use any days of his/her accumulated leave but shall be required to present a doctor's certificate of disability and personal physical inability to teach. Such use of accumulated leave shall be limited to disabilities directly related to the cause of the major disability and in the case of pregnancies related to the birth of the child.

Section 4. Adoption Leave. A teacher, who during the term of this Contract legally adopts a child under the age of eleven (11) years, may request and will receive adoption leave, without pay, for a period not to exceed one (1) school year.

Section 5. Court Leave. Court leave with pay shall be granted to teachers for the time necessary to make appearance(s) in any court proceeding resulting from activities relating to the teacher's employment with the School Corporation, except when the teacher is a plaintiff or is otherwise a willing party in a legal proceeding against the School Corporation.

Section 6. Jury Duty Leave. When required, a teacher may serve on jury duty. The Board shall pay the teacher his/her full salary less any daily remuneration granted by the court; pay for court incurred expenses shall be considered as court pay and shall not be deducted from the teacher's salary; provided, however, the teacher will join with the school corporation personnel in requesting the court for excuse from jury duty when in the opinion of the school corporation personnel, the teacher's absence would create a hardship on the educational program.

Section 7. Study Leave. A leave of absence for up to one (1) school year without pay shall be granted to an employee who has served three (3) consecutive years in the Edinburgh Community Schools Corporation. The employee shall provide proof of pre-enrollment at an accredited college or university. A study leave of absence shall be granted only for study in the area of public licensing and certification in the field of education. The employee shall enroll for a minimum of twelve (12) credit hours or its equivalent per semester, to qualify for a study leave.

The employee shall notify Edinburgh Community Schools Corporation, in writing, on or before April 1, prior to the year, of their intent to seek a one (1) year study leave. The employee shall notify Edinburgh Community Schools Corporation on or before April 15 of their intent to return to Edinburgh Community Schools Corporation as an employee, in the year of their study leave.

Section 8. Association Leave. The Association President or designee shall be provided with three (3) days of leave, without loss of pay, for Association business requiring his/her absence from the Edinburgh Community Schools Corporation. Request for Association leave shall be made at least one (1) day prior to such leave.

Section 9. Purpose of Leaves. Leaves may be used solely for the reasons set forth in this Contract.

Section 10. Sick Leave Bank. The primary purpose of the Bank is to provide a teacher income protection in the event the member's illness or injury exhausts his/her accumulated compensatory leave before his/her income protection insurance begins. Teachers who belong to the Bank may borrow days from the Bank in lieu of days for which the teacher would have been paid had the member not been ill or injured. The membership enrollment period each year for teachers shall be the first thirty (30) working days of the school year. Any teacher hired during the school year shall have thirty (30) working days following his/her employment date to enroll in the Sick Leave Bank program. A teacher electing to join shall donate two (2) days to the Sick Leave Bank. Any days left in the bank at the expiration of this Agreement shall be carried over for use during the next school year. If the Bank sick leave days total more than eighty (80) days at the end of the year, future contributions for current Bank members shall be waived until the Bank sick leave days fall below eighty (80) days. If Bank sick leave day accumulations fall below eighty (80) days, all Bank members shall donate one day. If the Bank sick leave days fall below twenty (20) days, each Bank member shall donate another day. If a Bank member has no accumulated compensatory leave days when the member is required to donate sick leave days, the additional days shall be donated as soon as new compensatory leave days are acquired. Donated compensatory leave days shall be used to maintain the Bank and are non-refundable.

The Bank shall be administered by a committee (the committee) composed of the Superintendent of Schools of the Edinburgh Community School Corporation or designee, and three (3) teachers who are



members of the Sick Leave Bank, (at least one from each building) appointed by the President of the Association. The committee has the authority to call meetings, review applications for membership in the Bank, grant, deny or suspend grants of leave from the Bank.

The committee shall elect one (1) of their members to serve as chairperson for the duration of the Agreement. The committee shall meet during the contract year as required. Special meetings may be called by the chairperson at the request of committee members. A majority (defined as three members) of committee members shall be required for any official action of the committee.

A bank member who disagrees with the decision of the committee may appeal to the Appeal Board which shall consist of the Principal of the building in which the bargaining unit member does not have primary assignment, and two (2) Association officers not serving on the Sick Leave Bank Committee and appointed by the Association President. This appeal process is in lieu of the Grievance Procedure with regard to the Sick Leave Bank only.

Application for use of Sick Leave Bank days shall be made in writing to the Superintendent of Schools. After the Sick Leave Bank member has used up his/her compensatory days and that member has been absent for ten (10) consecutive days due to his/her illness/injury, that member may apply to borrow sick leave days.

The committee will convene a meeting to consider the request within ten (10) working days from the time the request is received in the Superintendent's office. Upon approval by the committee of the application to borrow sick leave days, the use of the borrowed sick leave days shall be retroactive to the first day of the borrower's continuous absence. The application to borrow sick leave days shall be accompanied by a statement from the attending physician describing the nature of the disability, treatment being rendered, and prognosis for a return to work. A maximum of forty-five (45) Bank days may be borrowed by a teacher during a contract year. Each borrower of Bank sick leave days shall consent to submit to medical examination at his/her expense and/or review of his/her medical history if a medical exam or medical review is deemed necessary by the committee.

Upon return to work, the borrower shall repay the Bank at the rate of three (3) days per year for days owed (computed as the number of days borrowed minus number of days the borrower contributed). Should a Sick Leave Bank member retire, resign, or leave the employment of the school corporation for other reasons before repaying the Bank, the debt shall be waived.

#### DEFINITIONS--

Teacher: As defined in Article I, Section 2A of the Master Contract.

Sick Leave Bank Member: A teacher who has completed the Sick Leave Bank Authorization form and has been accepted by the Sick Leave Bank Committee as a Sick Leave Bank Member.

Sick Leave Bank: A voluntary program for teachers with the purpose of providing income protection in the event the bank member's illness or injury exhausts his/her accumulated compensatory leave before his/her income protection insurance begins.

Administrative Committee: The bank will be administered by a committee consisting of the Superintendent or designee, and three (3) association members appointed by the Association President.

Appeal Board: The Appeal Board shall consist of the Principal of the Building where the teacher does not have primary assignment and two (2) Association officers not serving on the Sick Leave Bank Committee and appointed by the Association President.

Major Illness or Injury: An illness/injury requiring a minimum of ten (10) consecutive days absence from the job.

Majority: Three (3) members are required for the Administrative Committee to conduct business.

## ARTICLE V.

### Insurance

Section 1. The School Corporation agrees to pay for the full cost, except for one dollar (\$1.00) which shall be paid by the teacher, to provide each teacher in the bargaining unit a group life insurance policy in the face amount of seventy-five thousand dollars (\$75,000), with double indemnity coverage in case of accidental death.

Section 2. In 2019-2020 the School Corporation agrees to pay premiums of one thousand and twenty dollars and no cents (\$1,020.00) per month for dependent plans and five hundred ten dollars and no cents (\$510.00) per month for single plans for health and medical coverage in or pay the entire premium except for one dollar (\$1.00) per year, whichever amount is less. The balance of the premium shall be paid by the teacher. The teacher electing to be covered by the plans may select either the single or family plan.

Section 3. The School Corporation shall pay the total amount of the premium for income protection except for one dollar (\$1.00) per year which shall be paid by the teacher. Benefits shall begin after a sixty (60) calendar day elimination period and continue with sixty-six and two thirds percent (66 2/3%) of the teacher's monthly salary until Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act, with a monthly maximum benefit of six thousand dollars (\$6,000.00).

Section 4. The School Corporation agrees to pay twenty-six dollars (\$26.00) per employee per month for a Dental Insurance Plan. The balance of the premium shall be paid by the employee.

Section 5. In the event of any refund by insurance companies made on teacher-related policies, such refunds shall either be returned and paid to the teacher who paid the premiums or be applied to adjusting future premium payments in such insurance plan.

Section 6. Teachers on leave or retired teachers in the Edinburgh Community School Corporation may elect to continue their life, medical and dental insurance benefits as permitted by the applicable insurance contract until eligible for full Medicare benefits. Those teachers making this selection shall pay their monthly insurance premium to the Corporation Treasurer in advance of the due date.

Section 7. Section 125. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. An amount not to exceed 100% of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which are non-taxable benefits of major medical, cancer, long term disability, short term disability, Section 79 life, non-reimbursed medical and dependent care. An aggregate of all individual account fees and administration fees up to \$2500.00 per year shall be paid by the Board. All Section 125 charges above the \$2500.00 per year shall be paid by the individuals using the Section 125 plan.

Section 8. Up to one (1) Accident insurance plan shall be made available through payroll deduction. The full premium shall be paid by the teacher.

Section 9: One (1) Short Term Disability insurance plan shall be made available through payroll deduction. The full premium shall be paid by the teacher.

Section 10. One (1) Long Term Care plan shall be made available through payroll deduction. The full premium shall be paid by the teacher.

## ARTICLE VI Retirement Severance Benefit

This Article applies only to teachers hired before August 2004 retiring at the end of the 2004-2005 school year and from that year forward. Such bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

### Section 1. Group Health Insurance

Immediately following severance, the teacher, spouse, and eligible dependents, if any, shall have the option of remaining in the School Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:

- A. The teacher was enrolled in the School Corporation's group health insurance plan during the school year immediately before severance;
- B. While the retired teacher, spouse, and eligible dependents, if any, remain enrolled in the health insurance plan, the retired teacher, spouse, and eligible dependents shall pay the entire insurance premium applicable to the insurance coverage, with the payments to be made monthly prior to the month of coverage.
- C. Ninety (90) days prior to the severance date, the teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher, spouse, and eligible dependents, if any.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated

according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher, spouse, and eligible dependents, if any, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

## Section 2. 403 (b) Annuity Plan

- A. A retirement investment plan is made available to all school teachers, regardless of their classification or number of hours worked. Details regarding the 403(b) Annuity Plan which make it compliant with IRS regulations are included in a separate document. Election forms and notifications are made available at the first of each year and to each new employee upon their hiring. Each teacher may elect to make a salary reduction election and make tax deferred contributions to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code.

## Section 3. Buy Out of Retirement Benefits

- A. Elimination of Prior Agreement's Retirement Bridge and Severance Benefit
  1. The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that Article X. entitled "Severance Pay" and Article XI. entitled "Retirement Bridge" in the Agreement immediately before this amendment's effective date are terminated and shall not apply to any teacher retiring or severing employment with the school corporation on or after this amendment's effective date. Those teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.
- B. Entitlement to Retirement Benefits and Vesting Requirements

Upon retirement from the Edinburgh Community School Corporation, a teacher shall be fully vested in the retirement benefits described in this Section if the retiring teacher has satisfied the following requirements:

1. In the year (September 1 through August 31) of the teacher's retirement, the retiring teacher shall satisfy the following:
  - a. Be at least fifty-five (55) years of age
  - b. Have at least fifteen (15) years of teaching experience in the Edinburgh Community School Corporation

- c. The teacher shall notify the Board of Education in writing by March 1 of his/her intent to retire at the beginning of the next school year. The notification date shall be waived in case of retirement due to mental or physical disability if evidence of such disability is submitted to the Superintendent. Further, the Board, at its discretion may waive this notification requirement for any reason, if so requested by the retiring teacher.
- d. Full benefits provided by this Memorandum shall be paid to the teacher's designated beneficiary in the event the teacher dies prior to receiving the full benefits; provided however the teacher had properly qualified according to (a) and (b) of this section prior to the time of death.

C. Actuarial Determination of Value of the Current Retirement Bridge and Severance Benefits

Educational Services, Inc. has been selected to determine the present value of the unfunded retirement bridge benefits described in the prior agreement. In making this present value determination, Educational Services, Inc. shall use the following assumptions:

- 1. The assumed interest rate for the purpose of determining the present value is an initial rate of four percent (4%) for a period of two (2) years and seven and one half percent (7.5%) thereafter. However, for post-retirement cash flow purposes, a four percent (4%) interest rate shall be used.
- 2. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-nine (59) or at the end of the current year if the individual is already age fifty-nine (59) or older. If an employee continues employment after the attainment of age fifty-nine (59), the employee does continue to receive all ongoing School Corporation contributions to the 401 (a) and VEBA, and the employee does continue to share in any future forfeitures.
- 3. The School Corporation's contribution to the annual post-retirement single health insurance premiums will be assumed to be five thousand five hundred dollars (\$5,500). Irrespective of the teacher's anticipated date of retirement, no further increase in this annual cost is to be assumed. Furthermore, payments will be deemed to have terminated when the individual would otherwise be eligible for reduced social security benefits
- 4. The anticipated amount of the retirement bridge shall be determined using the amount of annual benefit described in Articles X. and XI. of the prior agreement. However, it is assumed that individuals do not retire until the later of:
  - a. The attainment of age fifty-nine (59), or
  - b. Satisfaction of the eligibility requirements of subsections B. 1, (a), (b), and (c), of this Section.
- 5. Using the method of calculation described in Article X. Section 1, of the prior agreement, the severance benefit for each employee shall be determined, subject to the following adjustments:
  - a. For purposes of the calculations, projection of future sick leave accumulation shall be extrapolated based upon the assumption of the accumulation of five (5) days per year to a

maximum of one hundred seventy-six (176) days.

6. The present value of the future retirement bridge payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if retirement bridge had been paid directly to the employee.
7. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave. Teachers whose positions are eliminated due to a reduction in force shall not forfeit their account assets until their rights to recall have expired.
8. The assumption for termination shall be three and two tenths percent (3.2%).
9. The present value of the retirement bridge under the prior agreement shall be calculated, effective as of the 31<sup>st</sup> day of May, 2004.
10. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of the 28<sup>th</sup> day of May, 2004: base salary, age, and years of service. Educational Services, Inc. shall assist in the preparation of this verification sheet for each teacher. However, the School Corporation will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the School Corporation on or before the 1st day of July 2004, as final calculations will be prepared and the contributions hereinafter described will be commenced after such date. Corrections returned to the School Corporation after the 1st day of July, 2004, shall be disregarded.

Using the above assumptions and the other assumptions contained on the buyout spreadsheet, Education Services, Inc. prepared value calculations for each teacher and the contributions described hereinafter will be made.

#### D. Buy Out Contributions.

1. VEBA. The school corporation shall contribute to a voluntary employee's beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, the amount of the "present value" as calculated at the time of this Buy Out Agreement for each individual employee. The terms and conditions for the administration and operations of the VEBA shall be as follows:
  - a. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.

- b. Until such time that an employee has retired and satisfied the eligibility requirements set forth in subsection B. 1, (a), (b), and (c) of this Section 9, the employee shall have no access to withdraw the assets held in his or her separate VEBA account.
- c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection B. 1, (a), (b), and (c), of this Section, the terminated employee's VEBA account shall be forfeited. Teachers whose positions are eliminated by reduction in force shall not forfeit their individual VEBA account assets until their rights to recall have expired. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:
  - (i) Employees who forfeited their VEBA accounts in the same year;
  - (ii) Employees who previously forfeited their VEBA accounts; and
  - (iii) Employees who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees 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 basis.

- d. Following retirement and the satisfaction of the requirements set forth in subsection B. 1, (a), (b), and (c), of this Section, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, life insurance premiums, long term care premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and eligible dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of subsection B. 1, (a), and (b), of this Section, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.
  - e. The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.
2. 401(a) Plan. The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The total sum of the amount calculated by Educational Services, Inc. as the present value for the retirement bridge pay, shall be contributed by the school corporation to the 401(a) plan by the 31<sup>st</sup> day of October, 2004. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:
- a. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.

- b. Until such time that an employee has retired and satisfied the eligibility requirements set forth in subsection B. 1, (a), (b), and (c), of this Section, the employee shall have no access to withdraw the assets held in his or her separate 401(a) plan account.
- c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection B. 1, (a), (b), and (c), of this Section, the terminated employee's 401(a) plan account shall be forfeited. Teachers whose positions are eliminated by reduction in force shall not forfeit their individual 401(a) account assets until their rights to recall have expired. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:
  - i. Employees who forfeited their 401(a) plan accounts in the same year;
  - ii. Employees who previously forfeited their 401(a) plan accounts; and
  - iii. Employees who have attained age fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, 401(a) plan accounts of employees who have attained the age of fifty-nine (59), but have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

- d. Following retirement and the satisfaction of the requirements set forth in subsection B. 1, (a), (b), and (c), of this Section 9, a retired employee may elect to commence distributions from his/her 401(a) plan account. If an employee dies after having satisfied the requirements of subsection B. 1, (a), and (b), of this Section, the deceased employee's 401(a) 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/her 401(a) plan account.
- e. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

#### E. Future Adjustments

The parties agree that this Memorandum of Agreement does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee 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 Memorandum of Agreement shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

## ARTICLE VII Retirement Savings Annuity Program



Section 1. The School Corporation shall provide each teacher the opportunity to participate in any of the three (3) voluntary tax shelter annuity programs that have been approved as part of the 403b plan document for public education organizations that have five (5) or more enrollees. The employee may make changes in deductions for tax-sheltered annuities at any time, on as many as four (4) occasions per school year. Such changes will be (made) effective with the first pay in the month following written notification to the administrative office.

Section 2. The School Corporation shall contribute 0.50% of the individual employee's regularly scheduled salary to the qualified plan. The School Corporation shall deposit contributions for each employee into an individual account for the employee in a 401(a) plan. Deposits to employees' individual accounts will be made on a yearly basis beginning in 2005. School employees will have the option of continuing to invest their dollars in tax-deferred annuities for which money is already being deducted from the employee's salary. Once contributions are made by the employee and the School Corporation on behalf of the employee, all assets of the accounts become the property of the employee, and in the event of death, the employee's designated beneficiary, or estate, if no beneficiary exists.

## ARTICLE VIII Grievance Procedure

### Section 1. Definitions.

1. A "grievance" is an alleged violation or claimed misinterpretation of a specific article or section of the Agreement.
2. The term "teacher" and "grievant" include any individual or group of individuals in the bargaining unit.
3. The term "day", when used in this Article, shall mean teaching days (as that term is used in the school calendar of 184 days). During the summer recess, the term shall mean weekdays (Monday through Friday).

Section 2. Grievant and Representation. An individual teacher or group of teachers, may present a grievance and may do so through the exclusive representative, and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance machinery. The adjustment of all grievances shall not be inconsistent with the terms of the Contract.

### Section 3. Procedure.

#### Step One:

A grievance may be initiated in one of the following ways:

1. The teacher may approach the building principal concerned and discuss the matter in his own behalf.
2. The teacher may request that a representative of the Association accompany the teacher and in such case the building supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

## Step Two:

In the event the grievance is not resolved in Step One, the grievant may file a formal grievance in writing with the building principal on the form shown in Appendix "A".

1. The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal and the Superintendent of Schools.
2. The grievance shall:
  - a. name the grievant(s),
  - b. state the facts giving rise to the grievance and name the other individual(s) involved, if any.
  - c. identify the specific provisions of this Agreement alleged to have been violated or misinterpreted.
  - d. state the contention of the grievant with respect to the grievance.
  - e. indicate the specific relief requested, and
  - f. be signed by the grievant(s).
3. The form of grievance shall be filed as soon as possible but any grievance not presented in Step Two within ten (10) days of the time the grievant knew, or reasonably should have known, of the grievance shall be deemed waived and shall not be processed.
4. The teacher may request a meeting with the building principal and the Association representative may accompany the grievant. In any event, within ten (10) days after receiving the written grievance, the building principal shall communicate his/her answer in writing to the grievant and Association representative, and said answer shall be attached to the grievance.

## Step Three:

1. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of receipt of the building principal's answer, appeal to the Superintendent of Schools, or his/her designee, by filing the grievance and the principal's answer, along with the written response of the teacher, if desired, with the Office of the Superintendent, which shall receipt therefore. Any such response by the grievant shall be attached to the grievance.
2. The teacher may request a meeting with the Superintendent or his designated representative, and the Association representative(s) may accompany the grievant. The Superintendent of Schools, or his/her designated representative, shall give the teacher an answer in writing no later than ten (10) days after receipt of the written grievance properly filed with the Office of the Superintendent. Such answer shall be attached to the grievance. If the Superintendent of Schools, or his/her designee, fails to render a decision in the time allotted, it shall be ample evidence that the grievant(s) claim was justified and the Board shall give the grievant(s) the remedy requested.

## Section 4. Other Provisions Relating to the Grievance Procedure.

1. At his/her option, a teacher may bypass Step One of this procedure.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s). A teacher who files a grievance shall not be retaliated against by the School Corporation.

3. Time limits herein may be extended only by mutual agreement, signed by the parties.
4. Time limits herein apply to teachers on leave of absence, other than sick, emergency, funeral, or jury leave, as if such teacher were present and working.
5. All steps of the grievance procedure shall be conducted at times agreed to by the parties involved.
6. If there is a failure to communicate at Step Two, the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
7. Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.
8. Any grievance which arose prior to the effective date of this Agreement or after the termination date of this Agreement shall not be processed.
9. No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of or conciliation agreement with any State or Federal Regulatory Commission or Agency.

**ARTICLE IX**  
**Term of Agreement**

The term of this agreement shall begin on July 1, 2019, and shall continue in full force and effect until June 30, 2020. This agreement was entered into the 21st day of October 2019.

**BOARD OF SCHOOL TRUSTEES**  
Edinburgh Community School Corporation

**EDINBURGH EDUCATION**  
**ASSOCIATION**

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
President

\_\_\_\_\_  
President

Ratification Date: October 21, 2019

Ratification Date: October 21, 2019

APPENDIX A  
GRIEVANCE FORM

Name of Aggrieved Teacher(s) Seeking Relief: \_\_\_\_\_

Date of Alleged Violation: \_\_\_\_\_

Name of Other Employee(s) Involved, If Any: \_\_\_\_\_

Identification of Specific Provisions of Agreement Violated or Misinterpreted:  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Facts Giving Rise to the Grievance and Contention of Grievant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific Relief Requested: \_\_\_\_\_  
\_\_\_\_\_

Signature of Teacher(s) Seeking Relief: \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Level of Process and Referral Date:

( ) Building Principal  
Received Date: \_\_\_\_\_  
By: \_\_\_\_\_

( ) Superintendent of Schools  
Received Date: \_\_\_\_\_  
By: \_\_\_\_\_

## APPENDIX B COMPENSATION MODEL

### 1. Base Salary Increases

The compensation model bargained between the Edinburgh Community School Corporation and the Edinburgh Education Association is set forth below. Under IC 20-28-9-1, a compensation model must use a combination of at least two of the following factors: Possession of content area degrees and content area credit hours beyond the requirements for employment and years of experience (which cannot account for more than 50% of a teacher's salary increase); teacher evaluation; instructional leadership roles; and meeting academic needs of students. This model maintains a salary schedule using teacher evaluation and possession of a new content area degree or content area credit hours beyond the requirements for employment as criteria for movement. For purposes of this compensation model, "content area" degrees and credit hours are defined as any content area (as defined by the IDOE) in which the teacher currently teaches or any other content area approved by the Superintendent. Under this model, a teacher's content area degree possession or content area degree and content area credit hours possession does not account for more than 50% of the calculation used to determine the teacher's increase or increment.

Under Indiana Code 20-28-9-1.5, a teacher rated "Ineffective or "Improvement Necessary" may not receive any raise or increment for the following year unless eligible for the increase in accordance with Indiana Code 20-28-9-1.5(f). In other words, should a teacher's evaluation rating fall into one of the bottom two performance categories, the teacher's salary will remain the same as the previous year, or for all practical purposes the salary amount is frozen.

#### Movement on the Salary Schedule

##### Notification of Lane Change

A teacher must notify in writing and verify to the Superintendent that he/she has earned a content area master's degree beyond the requirements for employment that qualify the teacher for a column change on the salary schedule prior to the start of school as defined by the first teacher contract day.

In addition, the parties bargained a \$350.00 across the board increase to the salary schedule.

### 2. Placement of New Teachers on the Salary Schedule

For initial placement purposes only, each row will equate to years of teaching experience. Except for hard to fill positions (which is addressed below in this paragraph), new teachers who are hired with no

previous experience during the term of this contract will be placed on the salary schedule in row A and in their appropriate degree column. Except for hard to fill positions (which is addressed below in this paragraph), any teacher newly employed with the Edinburgh Community School Corporation will be placed on the salary schedule according to recognized teaching experience mirroring the salary and placement of current employees with the same degree and number of years of experience.

Effective with the 2019-2020 school year, the new minimum base salary for new hires will be \$36,450 for Bachelors teachers and \$37,950 for Masters teachers.

With respect to hard to fill positions, the Superintendent will have the discretion to place the teacher up to two (2) steps higher or lower on the salary schedule than where the teacher would ordinarily be placed on the salary schedule.

3. Redistribution of Forfeited Salary Increases During Term of Contract.

Any salary increases that are required to be forfeited by a teacher during the term of this agreement due to the teacher being evaluated as needs improvement or ineffective will be redistributed equally to the highly effective and effective teachers in the form of a one-time stipend by the end of the 2019-2020 school year.

4. Salary Range

The salary range before base salary increases are granted during the 2019-2020 school year is \$36,100 to \$63,600.

APPENDIX C  
EXTRA-CURRICULAR SALARY SCHEDULE INDEX SYSTEM

SCHEDULE A	Varsity Baseball, Varsity Volleyball, Varsity Softball
SCHEDULE B	Asst. Varsity Basketball, (2) Asst. Varsity Football, (1) Varsity Track B-G
SCHEDULE C	Junior Class Sponsor, Band Director
SCHEDULE D	“C” Team Basketball (2) B-G, Parent Involvement Coordinator
SCHEDULE E	M. S. Football (1), 7 <sup>th</sup> – 8 <sup>th</sup> Basketball Boys (2), 7 <sup>th</sup> – 8 <sup>th</sup> Basketball Girls (2), Asst. Varsity Volleyball (1), Asst. Varsity Baseball (1), Asst. Varsity Softball (1)
SCHEDULE F	Varsity/MS Cross Country (1), Varsity Golf (1), H. S. Cheerleader Coach (1), Varsity Tennis, Choral Music
SCHEDULE G	Asst. M. S. Football, Asst. Varsity Track (1) (2 if 25 or more participate)
SCHEDULE H	M. S. Track, Dance Coach, Freshman/Reserve Cheerleader Coach (1), 5 <sup>th</sup> – 6 <sup>th</sup> Basketball Boys (2), 5 <sup>th</sup> – 6 <sup>th</sup> Basketball Girls (2), Girls 7 <sup>th</sup> -8 <sup>th</sup> Volleyball (2), Publications H.S., Curriculum Coordinator (1 elementary, 1 HS/MS), 7-8 Cheerleader Sponsor
SCHEDULE I	5 <sup>th</sup> – 6 <sup>th</sup> Cheerleader Coach, High School Drama, High Ability Coordinator
SCHEDULE J	Academic Coach (5), Academic Team Coordinator, FCCLA
SCHEDULE K	Senior Class Sponsor, Club Sponsor (FCA, Spanish, French, (3) Student Council), M.S. Yearbook Sponsor, Renaissance Director
SCHEDULE L	Grades 9 – 10 Class Sponsor (2), HS Club Sponsors (Art, Science, Chess, SADD, Philanthropy/Lend-A-Hand Club, JC Youth Council, HS Art Show, HS National Honor Society,) Elementary Club Sponsor (Art Show, Elementary Drama, Music Show, Science Fair, Publications)

Schedule A	\$2,250	Schedule E	\$1,450	Schedule I	\$ 680
Schedule B	\$2,050	Schedule F	\$1,250	Schedule J	\$ 510
Schedule C	\$1,850	Schedule G	\$1,050	Schedule K	\$ 350
Schedule D	\$1,650	Schedule H	\$ 860	Schedule L	\$ 200

Total salary for a given sport or organization may be divided among the coach/sponsor and assistants in order to provide the highest quality program, subject to the approval of the coach/sponsor, athletic director where applicable to athletics, and principal.

The number of positions was not bargained, but included merely for informational purposes.

APPENDIX D  
EDINBURGH COMMUNITY SCHOOL CORPORATION  
2019-2020 SALARY SCHEDULE  
*(reflects a \$350 across-the-board increase)*

ROW	BS	MS
A	\$36,450	\$37,950
B	\$37,450	\$38,950
C	\$38,450	\$39,950
D	\$39,450	\$40,950
E	\$40,450	\$41,950
F	\$41,450	\$42,950
G	\$42,450	\$43,950
H	\$43,450	\$44,950
I	\$44,450	\$45,950
J	\$45,450	\$46,950
K	\$46,450	\$47,950
L	\$47,450	\$48,950
M	\$48,450	\$49,950
N	\$49,450	\$50,950
O	\$50,450	\$51,950
P	\$51,450	\$52,950
Q	\$52,450	\$53,950
R	\$53,450	\$54,950
S	\$54,450	\$55,950
T	\$55,450	\$56,950
U	\$56,450	\$57,950
V	\$57,450	\$58,950
W		\$59,950
X		\$60,950
Y		\$61,950
Z		\$62,950
AA		\$63,950