

2017-18 Master Contract

Agreed September 18, 2017

MASTER CONTRACT

BETWEEN

SWITZERLAND COUNTY SCHOOL CORPORATION

AND THE

SWITZERLAND COUNTY CLASSROOM TEACHERS ASSOCIATION

2017-2018

PREAMBLE

THIS CONTRACT, made and entered into this, the 18th day of September, 2017 by and between the Board of School Trustees of the Switzerland County School Corporation (hereinafter referred to as the “school employer”, “Board” or “Corporation”) and the Switzerland County Classroom Teachers Association, an affiliate of the Indiana State Teachers Association and the National Education Association (hereinafter referred to as the “school employee organization” or “Association”), being the bargaining agent of the certificated school employees of the Switzerland County School Corporation as defined under Indiana Law.

WITNESSETH:

Both parties aver that this Contract sets forth the terms and conditions to which each party agrees to be bound.

That said Contract has been reached voluntarily through negotiations between the parties and that all bargainable issues have been dealt with during the negotiations leading to this Contract and no additional bargaining on said issues will be conducted on any terms, whether contained herein or not, during the life of this Contract, unless by mutual consent and unless executed in writing.

ARTICLE I – RECOGNITION AND DEFINITIONS

A. RECOGNITION

The Board hereby recognizes, for the period covered by this Contract, the Switzerland County Classroom Teachers Association as the exclusive representative agent pursuant to Indiana Law for all full time certificated personnel as defined by said law except the Superintendent of Schools, Assistant Superintendent, Curriculum Director/Grant Writer/Change Leader, High School Principal, Middle School Principal, Elementary School Principal(s), Assistant Principal(s), all Acting Principal-Teacher positions, Attendance Officer, Administrative Assistant to the Superintendent, or other supervisory or confidential employees as defined under Indiana Law. Such exclusive representation shall continue until successfully challenged by another employee organization, as that term is defined under Indiana Law.

B. DEFINITIONS

1. The term “teacher”, when used in this Contract shall mean all full-time certificated personnel included in the bargaining unit as established and all their successors and replacements but shall not include supervisors excluded in “A” above or confidential employees as defined under Indiana Law. Such reference to “teacher” in this Contract shall mean both male and female, unless otherwise specified.
2. The term “Board” when used in this Contract shall mean the Switzerland County School Corporation, its duly authorized officers, representatives, and agents.
3. The term “Association” when used in this Contract shall mean the Switzerland County Classroom Teachers Association, its duly authorized officers, representatives, and agents.

ARTICLE II PROFESSIONAL COMPENSATION

- A. For the 2017-2018 school year teachers will receive an increase in salary as determined by application of the Compensation Model adopted as part of this Contract and attached as Appendix "A".
- B. The extra-curricular salaries for teachers for the 2017-2018 school year shall be in accordance with the schedule set forth in Appendix "B".
- C. If a teacher completes a course of study and receives the proper certification prior to August 1, such teacher shall notify the Superintendent in writing. All documents for educational moves must be submitted to the Superintendent by September 1. Note that Indiana Code Section 20-28-9-1.5 (b)(1)(B) allows increases for education only for the attainment of additional content area degrees or credit hours.
- D. The decision to employ for vacant extra-curricular positions remains with the School Board.
- E. The Corporation shall pay the three percent (3 %) teachers' retirement contribution to the Indiana State Teachers' Retirement Fund (ISTRF) on all compensation earned by a bargaining unit member. Such payment is to be over and above the salaries reflected in the individual contract(s).
- F. A teacher who receives an ineffective or improvement needed performance level rating is not eligible for a salary increase except for those that are eligible per IC 20-28-9-1.5(d).

ARTICLE III – LEAVES

A. SICK LEAVE

The teacher may use accumulated sick leave for the following purposes:

1. An illness of the teacher.
2. For an illness of a member of the teacher's immediate family, the teacher shall be entitled to use up to twenty-five (25) days of the teacher's accumulated sick leave.
3. For keeping medical and dental appointments of the teacher or of members of the teacher's immediate family if, by reason of the age or physical condition of such family member, it shall be reasonably necessary for the teacher to accompany such family members.

4. "Immediate Family" is defined to mean a person who is related to the teacher by blood, marriage or adoption and who bears the relationship to the teacher of spouse, parent, child, grandchild, grandparent, brother or sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepchild, or any other person who is dependent on the teacher and residing in the same household with the teacher.

Brother-in-law and sister-in-law shall be included as part of "immediate family" for use with Bereavement Leave (D1).

5. Sick leave days accumulated by a teacher prior to a leave of absence, and unused during such leave, when applicable, shall be returned to the teacher upon return.
6. The number of sick days granted per year is as follows:
Twelve (12) days in the first year of employment;

Eleven (11) days per year thereafter.
7. All teachers in this School Corporation may accumulate unused sick and personal days to a maximum of one hundred eighty (180) days.

The calculation will be applied at the end of each school year. Each teacher, whose sick and personal leave accumulation has exceeded the maximum as defined above, shall be compensated at the rate of fifty dollars (\$50.00) per day. Such compensation shall be paid to the teacher's 403(b) account on or before August 1st.

The annual grants as defined in Sections A 6 and B 5 of this Article shall be added to the teacher's accounts at the start of each school year.

8. Teachers may transfer up to three (3) days of accumulated sick leave from another school corporation beginning the second year of employment in the Switzerland County School Corporation and in each succeeding year until the number of accumulated days to which the teachers were entitled in the last place of employment shall be exhausted.

9. The Corporation shall provide each teacher with a written accounting of accumulated sick leave days on each paycheck. This accounting will be on a two week delay.

B. PERSONAL LEAVE

Teachers shall be granted personal leave of three (3) days with pay per school year.

1. This leave may be used for the transaction of personal business and/or the conduct of personal or civic affairs which cannot be scheduled outside of regular school hours, but the teacher need not give any reason for taking such leave.

2. Notice of the taking of personal leave days should be made two (2) days prior to such leave except in case of emergency, in which case the teacher should give notice as soon as practical.

3. The Board and the Association discourage the use of these days on school days immediately before or after a school holiday, vacation, or the first or last day of the school year.

4. Not more than two (2) consecutive personal days may be used at any time without receiving prior approval of the Superintendent, or his/her designee.

5. In the event that a unit member has one-fourth or more personal leave days unused at the end of a school year, such one-fourth day, but no more than **two days**, shall be transferred to personal leave for future use. In no case shall a teacher have more than **five (5)** personal leave days available for such use in one school year. Any remaining unused personal day(s), or fraction thereof, beyond the transfer to personal leave usage shall be transferred to sick leave account of that individual.

6. The Corporation shall provide each teacher with a written accounting of accumulated personal days on each paycheck. This accounting will be on a two week delay.

C. PHYSICAL HARM LEAVE

A bargaining unit member who must be absent because of a disability resulting from an unprovoked physical attack which occurs during the course of Corporation employment, while required to be in attendance at a school-sponsored function, or while exercising employment authority on behalf of the Corporation when attending school functions, will be eligible to receive leave under the following conditions:

1. The bargaining unit member will submit the applicable form for Worker's Compensation within forty-eight (48) hours of the incident;
2. Upon determination of eligibility by Worker's Compensation, such leave may be granted for a period not to exceed twenty-five (25) days. Payment for assault leave shall not exceed the bargaining unit member's per diem rate of pay less Worker's Compensation, if any. Sick and/or personal leave days of the bargaining unit member shall be reduced by the pro-rated amount paid by the Corporation.

D. BEREAVEMENT LEAVE

1. In the event of the death of a relative who is not a member of the immediate family as this term is defined in ARTICLE III, A-4 above the teacher shall be entitled to a leave of two (2) consecutive school days within a four (4) calendar day period.
2. In the event of the death of a relative who is a member of the immediate family as this term is defined in ARTICLE III, A-4 above the teacher shall be entitled to a leave of five (5) school days within a fourteen (14) calendar day period.
3. The Superintendent may allow up to two (2) additional leave days for such time as necessary to travel to and from the location of the funeral.
4. Such leave days (sub-sections 1 & 2) shall begin on the day following the death.
5. Under Extenuating circumstances, the Superintendent may grant additional day(s) for bereavement leave and/or change the beginning date for bereavement leave.

E. STAFF DEVELOPMENT LEAVE

Teachers may be granted up to two (2) days with pay for the purpose of visiting other schools or attending educational conferences with the approval of the Superintendent. The Superintendent may also give consideration to additional days, if, in the Superintendent's discretion, it will benefit the instructional program of the Switzerland County Schools.

In case the Superintendent denies a request for Staff Development Leave, the teacher may appeal such denial to the School Board.

F. JURY DUTY LEAVE

A teacher required to appear for jury service, or required to serve on a jury, shall be entitled to his/her regular teacher pay, but he/she shall assign all pay he/she has received for

serving on said jury to the School Corporation. However, such teacher shall not be required to return to the School Corporation any reimbursement received from the court for auto mileage.

G. COURT LEAVE

1. In the event that a teacher is charged in a criminal suit arising out of his/her teaching duties, a breach thereof, or his/her relationship with any student, the Board may suspend such teacher with pay until a final decision has been made by the Board. The Board may exercise such other legal remedies as prescribed by law. If a teacher is later exonerated of the charges brought against him/her, such teacher shall be reinstated to his/her former teaching position with full benefits.

2. If any teacher is joined as a necessary party to any civil suit, because of his/her position as a teacher in the School Corporation, he/she shall be entitled to such time off with pay as is necessary to attend the trial or any hearing in said suit at which his/her presence is necessary.

3. If any teacher receives a subpoena to testify in a school-related matter, as determined by the Superintendent, he/she shall be entitled to time off with pay as is necessary to attend the trial or any hearing regarding the matter. Any compensation received by the teacher shall be turned over to the Board.

H. LEAVE DURING SUMMER EMPLOYMENT

Teachers on summer employment shall be eligible to use sick and personal leave on the same basis as is used during the regular school year.

I. ADOPTIVE LEAVE

1. Adoptive Leave shall commence when the teacher takes physical custody of the child, or earlier if necessary to meet the requirements of the adoptive agency.
2. Sick days may be taken up to 25 days for Adoptive Leave.

J. MILITARY LEAVE

1. Military leave shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the Corporation during the period of his/her absence; and, furthermore, he/she shall receive all rights and benefits which generally accrue to any teacher. The teacher shall have up to sixty (60) calendar days after release from active duty to return to active employment.
2. If National Guard or Reserve encampment or a period of active training due to an emergency situation should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence. The employee shall receive his/her regular teaching salary for up to fifteen (15) school days, minus that which he/she shall receive from the Government for school days spent in such service.

ARTICLE IV – FMLA

School employees shall have the right to both the appropriate family and medical leave and the appropriate designated benefits provided by the Family and Medical Leave Act (FMLA). Such leave(s), if applicable, shall be taken concurrently. Any provision of this Contract which restricts any mandatory leave and/or mandatory benefit(s) of the FMLA will not have any effect for any school employee who has a right to leave and/or benefit under the Act. The school corporation may require the school employee to verify and/or certify any information which an employer may require under the FMLA, and it may further elect any option available to it under the Act for any leave or benefit for which a school employee qualifies for under the FMLA but for which the school employee is not entitled under the specific language of the Contract.

For record keeping purposes, the twelve (12) month period for FMLA shall be measured forward from the date any employee's first FMLA leave begins.

ARTICLE V – FRINGE BENEFITS

A. MEDICAL INSURANCE

1. **Currently**, the Board will contribute toward the medical insurance premium for each plan as follows:

(a) **INDIVIDUAL HEALTH INSURANCE PLAN:**

PLAN C \$5,500.92 per year (\$458.41 per month)

PLAN D \$5,500.92 per year (\$458.41 per month)

PLAN E \$5,500.92 per year (\$458.41 per month)

PLAN F \$5,500.92 per year (\$458.41 per month)

(b) **EMPLOYEE AND SPOUSE HEALTH INSURANCE PLAN:**

PLAN C \$10,161.00 per year (\$846.75 per month)

PLAN D \$10,161.00 per year (\$846.75 per month)

PLAN E \$10,161.00 per year (\$846.75 per month)

PLAN F \$10,161.00 per year (\$846.75 per month)

(c) **TEACHER AND CHILD(REN) HEALTH INSURANCE PLAN:**

PLAN C \$8,491.20 per year (\$707.60 per month)

PLAN D \$8,491.20 per year (\$707.60 per month)

PLAN E \$8,491.20 per year (\$707.60 per month)

PLAN F \$8,491.20 per year (\$707.60 per month)

(d) **FAMILY HEALTH INSURANCE PLAN:**

PLAN C \$13,332.00 per year (\$1,111.00 per month)

PLAN D \$13,332.00 per year (\$1,111.00 per month)

PLAN E \$13,332.00 per year (\$1,111.00 per month)

PLAN F \$13,332.00 per year (\$1,111.00 per month)

2. The participating teacher shall pay no less than one dollar (\$1.00) per year for any of these health insurance plans.
3. When an employee and spouse are enrolled in the family plan, the employee will be allowed employer contribution equivalent to that of the employee and children plan and the spouse will be allowed to apply their individual membership amount toward the family plan.
4. The Corporation's payment toward the cost of either the Individual or family health insurance shall be limited to the coverage presently in force.
5. The Corporation shall pay the full payment of the individual plan of the Dental and Vision Health Insurance Plan for each teacher who is eligible, and who chooses to participate. The participating teacher shall pay no less than one dollar (\$1.00) per year.
6. The provisions of Sub-section 3 of this Section shall apply to the family dental and vision plan.
7. The parties agree that the anniversary date of the Insurance Plan(s) shall be January 1.

8. The parties agree that a change of Insurance carriers shall be made only with the mutual agreement of the parties to this Contract.
9. Vision Care Insurance benefits shall be expanded to include availability of frames every twelve (12) months.
10. Dental coverage shall remain at the annual limit of \$1,500 per person.

B. LIFE INSURANCE

A seventy thousand dollar (\$70,000.00) natural death, one hundred forty thousand dollar (\$140,000.00) accidental death group term life insurance policy shall be provided each teacher by the school corporation. Group Term Life Insurance and Group Accidental Death and Dismemberment Insurance will reduce by 50% at age 70 as required by carrier.

The Corporation shall pay the cost of the premium less one dollar (\$1.00) per year paid by the teacher.

C. INSURANCE DURING LEAVES OF ABSENCE

Teachers on approved paid leaves of absence shall be able to continue to participate in the group insurance programs at the group rates, if the company does not object. It is the responsibility of the teacher to make arrangements with the Corporation Business Office and to make such payment of premiums in advance.

D. RETAINING INSURANCE FOR RETIRED TEACHERS

Teachers who retire under the rule of 75, combining the teacher's age and years of service with this Corporation immediately prior to retirement, shall be allowed to participate in the group medical insurance plan. Those teachers may stay on the plan until they qualify for Medicare.

Additionally, any such qualifying teacher may maintain coverage for his/her spouse until that spouse qualifies for Medicare even though that qualifying teacher has previously qualified for Medicare.

Retired teachers electing to exercise this option shall be required to pay the full monthly premiums unless provided for elsewhere in this Contract for the type of coverage selected and shall have such premium payments into the Corporation's Business Office in advance of the Corporation's due date for submitting to the insurance carriers.

E. FLEXIBLE FRINGE BENEFIT PROGRAM

The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to any bargaining unit members so requesting and upon approval by the Internal Revenue Service. An amount not to exceed fifty (50%) 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 Medical Insurance, Short Term Disability Insurance, Section 79 Life Insurance, Non-Reimbursed Medical Expenses (limited to \$3400 per plan year), Dependent Care and taxable benefits of cash. The Board shall pay the fees for the Trust Account. Participants in the reimbursement account(s) shall pay the monthly administration fee.

The Flexible Fringe Benefit Election Form as required by the I.R.S. will be provided by the school business office. The enabling Flexible Fringe Benefit Program, a copy of which may be found in the office of the Superintendent, is hereby incorporated by reference.

F. LONG TERM DISABILITY INSURANCE

The Board shall provide Long Term Disability Insurance in accordance with the agreed to specifications (Appendix D). This insurance will be provided to each participating bargaining unit member with the Board paying the premium for this insurance, up to a maximum of forty cents (\$0.40) per one hundred dollars (\$100.00) of salary. The participating teacher shall pay no less than one dollar (\$1.00) per year.

ARTICLE VI – EARLY RETIREMENT AND SEVERANCE BENEFITS

A. SEVERANCE BENEFITS PLAN

1. All members of the bargaining unit who meet the requirements listed in **Sub-sections a and b** of Section 2 below, will at the time of their severance from the staff of the Switzerland County School Corporation, be eligible for additional compensation.

Upon, severance from employment by the Switzerland County School Corporation, a teacher will be paid an additional amount above his/her regular contract salary to compensate him/her the sick leave he/she has accumulated. The additional amount to be paid will be calculated on the basis of seventy-one and one-half percent (71.5%) of the accumulated leave days times the current salary rate per day at the time of retirement with the following provisions:

- a. The maximum number of days to be used in the calculations of accumulated sick days is 140; therefore, the maximum number of days that may be calculated is 140 times .715 equals 100 days.
- b. The amount to be used in calculating the daily rate shall be the individual's daily rate at the time of leaving employment OR \$170.00 per day, whichever is less.
- c. Payment for accumulated sick leave shall be distributed as determined by the Corporation.
- d. Certified employees hired after December 31, 2011 will not receive additional compensation for accumulated sick leave upon retirement. Those employees will receive compensation in the form of an additional one-half (1/2) percent paid into a matching 401A/403B fund. Employees hired after December 31, 2011 may begin paying into a 401A/403B at any time upon employment. The Corporation will match that payment up to 3% (Two and ½ percent under the Matching Annuity Plan and an additional one-half for teachers hired after December 31, 2011.)

2. Guidelines and qualifying requirements for the administration of this feature of the Severance Benefit Plan are detailed as follows:

a. Teachers who retire under the rule of 75, combining the teacher's age and years of service with this Corporation immediately prior to retirement, shall be allowed to participate

b. Notice – In order to be eligible for payment, teachers planning to access this benefit must notify the Superintendent, by letter, of their intention not later than the last day of the school year PRIOR to the year in which they intend to retire. Final notification must be given by March 15th prior to the last day of school of the year they plan to leave the employment of the Switzerland County School Corporation.

c. In the event that a teacher who meets the requirements of Sections 2, sub-sections a, and b is forced to leave employment as a result of ill health, accident or other unforeseen events, then and in such an event, the required notice (sub-section b) may be waived by the Board. Payment shall be made as determined by the Corporation.

d. In the event that a teacher, who meets the requirements of Section 2, sub-sections a, and b expires, then and in such an event, the required notice (sub-section b) may be waived by the Board on the recommendation of the Superintendent.

e. The teacher agrees that he/she forfeits any and all accumulated days for which he/she has received compensation under this Article. Such days shall not be available for any purpose if he/she is rehired in the Switzerland County School Corporation.

B. SOCIAL SECURITY/MEDICARE BRIDGE

Any certificated employee may select the Social Security/Medicare Bridge program hereafter described. The Switzerland County School Corporation shall provide a Social Security/Medicare Bridge as follows:

1. In order to receive full benefits as indicated hereinafter, the teacher:
Must be eligible under the rule of 75, combining the teacher's age and years of service with this Corporation immediately prior to retirement, shall be allowed to participate
2. All such retirements must commence with the end of the school year.
3. The Corporation shall pay such early retiree an amount of Three Thousand Five Hundred Dollars (\$3,500.00) each year in a retirement account for a maximum of five (5) years, or until the teacher has, or would have reached the age of qualification for reduced Social Security benefits, whichever first occurs.
 - a. The amount paid shall be the same in each year due under this Social Security/Medicare Bridge.
 - b. In no case may a teacher qualify for more than five (5) years under this provision.
4. In addition, the Board will contribute twenty-five hundred dollars (\$2,500.00) per year (\$208.33 per month) towards the premium of the Corporation's medical insurance plan each year until the participating teacher qualifies for Medicare.
 - a. The amount paid shall be the same in each year due under this Social Security/Medicare Bridge.
 - b. In no case may anyone qualify for more than thirteen (13) years under this program.
5. In order to be eligible for this Social Security/Medicare Bridge provision, the retiring teacher must notify the Superintendent of Schools, in writing of his/her intention to retire.

a. Such notice, in writing, must be received by the Superintendent at least sixty (60) calendar days prior to the end of the school year when retirement shall begin.

b. In case of unusual circumstances, the Superintendent may waive the required sixty (60) calendar day notice of intent to take early retirement.

6. Payment under this program shall be made in either twenty-six (26) payments paid out over twelve (12) months or in one (1) lump-sum payment at the teacher's choosing. The teacher who chooses the lump-sum option shall receive such payment on or about April 15 of each year of eligibility. Payments under this provision are subject to applicable taxes.

7. A teacher electing to retire under this option shall not be rehired by the Corporation unless all monies received under this provision are returned.

8. Under no circumstance may a previous employee qualify for Social Security/Medicare Bridge benefits retroactively.

9. The Board shall continue to insure the participating teacher through the Corporation's life insurance plan during the period in which the teacher is receiving Social Security/Medicare Bridge compensation. Such insurance shall be at the Board's expense, with the teacher paying one dollar (\$1.00) per year. Such insurance shall cease upon payment of the last compensation due under the early retirement plan. In case of the death of such early retiree prior to the receipt of all of the compensation, the named beneficiary shall receive the benefits provided by the life insurance policy. Further, all such premium payments by the Corporation shall cease immediately, and the Corporation shall have no further obligations under this Article.

10. A teacher meeting all of the qualifications of section A and B of this Article at the time of retirement shall receive the benefits of both sections.

11. Teachers who have qualified for retirement under either Section A or B of this plan may be placed on a preferred Corporation substitute teacher list.

C. 401(a)/403(b) MATCHING ANNUITY PLAN

The Board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certified employees. The Board shall also maintain a 403(b) Plan (hereinafter referred to as the "403(b) Plan") for all certified employees covered under this collective bargaining agreement. The 403(b) Plan will include provisions for pre-tax salary reduction contributions which will be matched by equal Board contributions to the 401(a) Plan. The 401(a) Plan contributions will commence with the 2000-2001 contract year and continue each contract year thereafter. The maximum contribution what will be made to the 401(a) Plan by the Board will be as follows: 2 ½% of Salary Schedule Salary.

The contributions made by the certified employees and matched dollar for dollar by the Board shall be an amount which reflects the appropriate percent of the certified employee's base salary as set forth on the certified employee's teacher's Contract which corresponds to this or her placement on the Salary Schedule. The Corporation shall deposit contributions as provided herein on no less than a monthly basis into an individual account for each individual employee.

The Current Retirement Plan will remain in effect until such earlier time as a certified employee receives a greater return from the Board's contribution to the new 401 (a) Plan plus accrued earnings, than he or she would receive under the Social Security/Medicare Bridge Plan. The Board's contributions to the 401(a) plus their accrued earnings will be counted as an offset to the amount the certified employee would have received had he or she retired under the current Social Security/Medicare Bridge Plan.

In the event, due to market fluctuations, a certified employees' 401(a) Plan account experiences a loss, the Board's responsibility under the Social Security/Medicare Bridge Plan during the period prior to its termination shall be the amount the employee would have received under the Social Security/Medicare Bridge Plan less the amount previously contributed by the Board under the 401(a) Plan. This offset shall be calculated as soon as administratively possible following the final 401(a) contribution into his/her respective account.

Once contributions are made by the bargaining unit member and the Corporation into the account of that bargaining unit member, all vested assets of the accounts become the property of the bargaining unit member and, in the event of death of the bargaining unit member, go to his/her beneficiaries or estate.

The 401(a) Plan and the 403(b) Plan will replace the current Social Security/Medicare Bridge Plan for the certified employees who were not employed and/or had not attained the age of thirty-five (35) years or more on or before July 1, 2000. The vesting period for the 401(a) Plan is five (5) years of service to the Corporation.

The parties agree that the 401(a) Plan and the 403(b) Plan shall replace the current Social Security/Medicare Bridge Plan which is found in the contract, and in the manner described above. The parties further agree that all yearly increases (%) in contributions made to the 401(a) Plan by the Board shall be considered as additional funds and to be counted as part of any salary increases negotiated for the certified employee.

The 401(a) Plan shall:

- a. Be subject to all applicable internal Revenue regulations.
- b. Have no contract initiation fees charged to the employee.
- c. Have no administrative or Plan Document charge to the Board.
- d. Have a vendor selected by mutual agreement of the parties to this agreement.

ARTICLE VII – VOLUNTARY SICK LEAVE BANK

The purpose of the Voluntary Sick Leave Bank (hereafter referred to as the Bank) is to provide personal illness and sick leave to contributors to the Bank after their accumulated personal illness leave has been exhausted--and more specifically to provide such leave from the Bank in case of prolonged illnesses. The Bank rules and guidelines are as follows:

I. VOLUNTARY SICK BANK COMMITTEE

1. The Bank will be operated on a voluntary basis. The Association will be responsible for the administration of the Voluntary Sick Leave Bank and will provide the information whereby the Business Office of the Switzerland County School Corporation will keep the records. This committee shall make decisions required to administer the Sick Leave Bank, so long as these rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Voluntary Sick Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of five (5) persons appointed by the President of the Switzerland County Classroom Teachers Association

2. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the president of the SCCTA.

3. One of the bargaining unit SBC representatives will be selected to act as Chairperson of the SBC. The SCCTA President will designate the chairperson prior to the first meeting of the SBC.

4. The SBC will be responsible for developing the forms needed to operate the Bank.

II. EFFECTIVE DATE

The effective date of the Bank will be the first contract day of the current school year. Enrollment in the Bank by bargaining unit members will begin August 1 and end on August 31 of the current school year, or only during the first four (4) weeks following the first day of employment for any eligible personnel employed after September 1st.

III. MEMBERSHIP

The Bank shall be established for all bargaining (Teachers) unit members of the Switzerland County School Corporation who indicate their desire to participate by contributing the individually required number of days as indicated in Rule IV-3.

IV. GUIDELINES

The Bank shall be administered by the SBC in accordance with the following provisions:

1. The Bank may be used only by the individual contributor for his or her personal illness or the illness of persons classified as immediate family which prohibits you from being in the workplace.

2. Days from the Bank may be used only for those work days that the individual contributor is employed under a Regular Teacher Contract.

3. Any person desiring to participate in the Bank will initially donate one (1) day of his/her accumulated personal illness leave to the Bank. Additional days will be requested by the SBC as required by Rule IV-4.

4. If the number of days in the Bank falls below fifteen (15) days prior to May 1st of any year, each participant will be required to donate one (1) additional day of his/her accumulated personal illness leave to the Bank. If a member has used all his/her personal illness leave, the additional day will be donated as soon as new personal illness leave is granted.

5. All days, once donated to the Bank, become the property of the Bank.

6. The maximum dollar expenditure during the school year is \$15,000. When the maximum amount is reached at any time during the year, the Bank will cease to operate for the remainder of that period.

7. All requests to receive grants from the Bank must be submitted in writing to the SBC on the prescribed Form SBC-1. The earliest effective date shall be the date that Form SBC-1 is received by the SBC.

8. Any person submitting a request to use the Bank must have made his/her proper contribution and have met all eligibility requirements. If a person is physically unable to submit the Form, the Forms may be submitted by proxy.

9. A person will not be able to withdraw days from the Bank until his/her own accumulated personal and sick leave is depleted. A teacher requesting day(s) from the bank will

be limited to a maximum 10 days. Further, days will not continue into the succeeding year without a new approval by the SBC.

10. Days granted from the Bank can only be used for extended illness or disability. (The SBC will generally consider an extended illness one that involves ten (10) or more working days.)

11. Periodic reviews by the SBC of all Bank use will be made.

12. Sick Bank Days may not be granted for the period of disability when monies are paid to the employee under the Workmen's Compensation Law.

13. Days granted will be reimbursed at a rate equal to the per diem rate of pay for the individual granted the days.

14. The SBC will review and present to the Switzerland County School Corporation Business Office approval or denial of all requests to draw on the Bank within ten (10) working days after such request are received by the Committee. The Committee will also make its decision known to the applicant within this ten (10) day period.

V. THE VOLUNTARY SICK LEAVE BANK IS EXCLUDED FROM THE GRIEVANCE PROCEDURE.

VI. MEMBERS AGREEMENT

1. A member shall be required to furnish a medical report from a licensed physician at any time before or during the time of use of the Leave Bank. The medical report will be at the member's expense. The SBC will review each case as required. The SBC reserves the right, if necessary, to limit the number of days granted.

2. A person who has used days from the Bank will be required to repay these days to the Bank at the rate of three (3) days per year until all the days have been paid back. If an employee wishes, he/she may repay more days back if borrowed more than three days.

If an employee:

a. Leaves the employment of the School Corporation before the total number of days is paid back, then the remaining days owed will be deducted from the employee's total accumulated personal leave and illness leave at that time. However, at no time will the equivalent of the remaining days be deducted from the teacher's salary.

b. Retires or dies before all days owed are paid back, the employee will not be required to pay back the balance owed .

c. Decides to withdraw from the Bank, any days donated remain the property of the Bank and any days owed to the Bank shall be deducted the same as if the person were continuing to be an active member.

d. Repayment will begin with the school year immediately following withdrawal of days from the Bank.

3. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank shall, as a condition to such application, agree in writing substantially as follows:

"I voluntarily acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee and that all decisions of the Sick Bank Committee will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Switzerland County School Corporation, the School Board of Trustees, the Switzerland County Classroom Teachers Association, the Sick Bank Committee, the Appeal Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application. "

4. When an employee donates days to the Bank, he/she agrees to the above stated Rules for administration of the Bank and agrees to abide by the stated Rules.

5. A teacher retiring may contribute up to 40 of his/her accumulated sick days to the sick bank at the time of retirement.

VII. ANNUAL REPORT

1. An annual report of the Bank will be published on or before February 1 for each year the Bank is in operation. This report will be published by the Switzerland County Classroom Teachers Association and approved by the Superintendent of Schools of the Switzerland County School Corporation prior to publication. The report shall include a statement of the number of days contributed to the Bank, the number of days remaining in the Bank, the total cost of the days granted, and the remaining cash balance available for the Bank.

ARTICLE VIII – TERM AND EFFECT OF CONTRACT

A. The terms of the Contract shall become effective on **July 1, 2017** and shall continue and remain in full force and effect to and including **June 30, 2018** unless specifically stated otherwise.

B. Negotiations between the Board and the Association for the purpose of entering into a successor Contract shall begin in accordance with the requirements of Indiana Law.

This Contract is so attested to by the parties whose signatures appear below.

For the Switzerland County Classroom Teachers Association

By its President

By its Negotiating Committee Chairman

For the Board of School Trustees of the Switzerland County School Corporation

By its President

By its Superintendent

APPENDIX "A" COMPENSATION MODEL

Switzerland County School Corporation Compensation Model for the 2017-2018 school year.

1. Base Salary. The base salaries of teachers currently employed shall be set at \$500 increase for each teacher. The increase to the base salary is given only if the teacher receives an effective or highly effective evaluation and achieved the points necessary for leadership within the school. See the attached Appendix C.

2. Teachers will be hired in at salaries not to exceed the Base Salary for current Switzerland County School Corporation Teachers with similar certifications and years of experience at the discretion of the Board.
3. Teachers retired from the Switzerland County School Corporation for at least 60 days may be hired part time as a teacher at an hourly rate negotiated between the teacher and the Board at the discretion of the Board.
4. Leadership. For the 2017-18 year the points earned and approved under the 2016-17 contract will be used in this element's calculation. It is anticipated that the points earned and approved this year, will be used in the calculation for 2017-18, and are defined as documented fulfillment/participation in two (2) of the following for the 2017-18 school year:
 - National Board Certification
 - Unpaid Building Committee Participation
 - Unpaid District Committee Participation
 - Unpaid State Committee Participation
 - Professional Association Membership such as Math, Science, Guidance, Agriculture, Business, and etc.
 - Membership in a group and attending a conference/workshop/training connected with that membership is required
 - Supervision of Student Teacher or Practicum Student
 - 15 documented Professional Growth Points (PGP's) that are not tied to education degree or credit hours.
 - New Teacher Mentor
 - Attend State/National Conference
 - Training Facilitator
 - Conducted Staff Training
 - Parent/Student Relations Committee
 - Examples: Open House, Christmas Program, Spring Concert, Graduation

These activities are exclusive of contractual compensation hours, including hours during the student school day. Enrichment activities must be approved by the building level principal. The documentation consists of a sign-in/sign-out of student participants.

Any teacher employed by the Board on less than a full time basis (1 FTE) shall receive compensation for the factors of the compensation model on a prorated basis in proportion to the percentage of one full time equivalent (1 FTE) for which the teacher is employed.

Salary range for 2016-17 was \$37,331 - \$77,077.

Salary range for 2017-18 is \$37,831 - \$77631.60.

