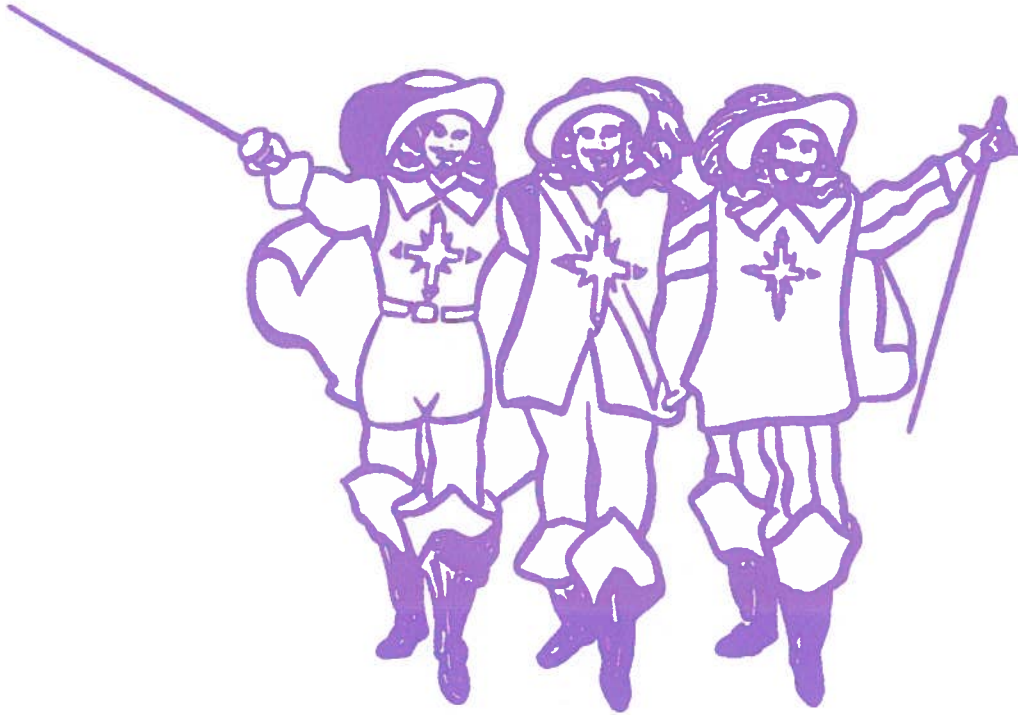


COLLECTIVE BARGAINING AGREEMENT



“All for one and one for all”

2015-2017

between the

**East Washington School Corporation
Board of School Trustees**

and

East Washington Classroom Teachers Association

EAST WASHINGTON SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES
AND
EAST WASHINGTON CLASSROOM TEACHERS ASSOCIATION

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**ARTICLE I
DEFINITIONS**

1. The term "Board" means the Board of School Trustees of the East Washington School Corporation and any person or persons authorized to act for the governing body of the school corporation in dealing with its employees.
2. The term "Association" refers to the East Washington Classroom Teacher Association and its respective officers, representative agents and members.
3. The terms "teacher" or "teachers" shall refer to all members of the bargaining unit.
4. When references are made to male teachers in this contract they also include female teachers.

**ARTICLE II
MANAGEMENT RIGHTS CLAUSE**

The Association recognizes the Board, as duly elected representative of the Corporation, as the school employers. The Board and the Association understand and agree that the provisions of the Agreement constitute limitations and are the only limitations upon the Board's right, as authorized and limited under state law, to manage the school district, and that the Board has the responsibility and authority to manage and direct all operations of the school district to the full extent vested in it by the laws of the State of Indiana.

**ARTICLE III
RECOGNITION**

The Board recognizes the Association as the exclusive representative for all employed full-time certificated persons under regular contract employed by the district, except for the superintendent, principals, athletic director, supervisors, and confidential employees. Membership in the Association shall be on a continuing basis unless revoked in writing by the employee to the Association.

**ARTICLE IV
PRINCIPLES**

1. **CERTIFIED PERSONNEL** -- it is recognized that members of the teaching staff require specialized qualifications.
2. **RIGHT TO JOIN OR NOT JOIN** -- It is recognized that teachers have the right to join, participate in, and assist the Association, and the right to refrain from such, but membership shall not be prerequisite for employment or continuation of employment of any employee.
3. **RIGHTS OF MINORITIES AND INDIVIDUALS** -- The legal rights inherent in the State of Indiana and in the rulings and regulations of the Indiana Department of Education affecting certified personnel are in no way abridged by this agreement.

ARTICLE V
EFFECT OF THE AGREEMENT

1. This agreement shall be effective upon its ratification by the Association and the Board except to those provisions which by their own terms indicate otherwise.
2. This Agreement shall supersede any rules, regulations, policies or practices of the Board which would be contradictory or inconsistent with the terms of this Agreement. Any individual contracts between the Board and an individual member of the bargaining unit shall be made subject to this Agreement.

ARTICLE VI
PROFESSIONAL COMPENSATION

1. The salary earned by a teacher for working full time for 184 days is considered the base salary. The base salary does not include any salary for additional days on the contract period, extra-curricular salary, or stipends. The salary earned does not include the three percent contribution paid by the school corporation to the Indiana Teacher's Retirement Fund.

The starting base salary for a teacher with a Bachelor's degree is \$37,700.
The maximum base salary for a teacher with a Master's degree is \$71,289.

Daily rate is equal to the base salary for a given teacher divided by 184 and then rounded to the nearest cent. The hourly rate is equal to the daily rate divided by 7.0 and then rounded to the nearest cent.

The Superintendent, or designee, will evaluate the training and experience of all applicants for certified position. Experience will be evaluated as to its value to the School Corporation and credit may or may not be allowed for any or all prior teaching experience. Training will be established by an official transcript furnished by the teacher to the School Corporation. The Superintendent, or designee, will evaluate the experience of the teacher and determine where the teacher will be placed on the salary range at the time of the initial hiring of the teacher. In those instances when a teacher is being hired in a shortage area, the Superintendent shall have the authority to place the teacher on the salary range at an equivalent or less position up to ten percent (10%) higher than the teacher would otherwise be placed. An earned Masters' degree will be recognized when an applicant's salary is set. The teacher acknowledges that the initial determination as to the placement on the salary range shall continue to remain in place for all future years. The teacher acknowledges that there will be no future retroactive determination of actual experience for the purpose of advancing the teacher on the salary range. Adjustments in teacher pay, including stipends, shall be made in accordance with the compensation plan as it may be adjusted from time to time by agreements of the Superintendent and the EWCTA Bargaining Team. The compensation plan is included in this agreement as **Appendix A.**

2. The salaries for extra-curricular assignments shall be paid in accordance with **Appendix B** which is attached to and incorporated into this agreement.
3. Training beyond the Bachelor Degree is not a requirement for employment except in those cases specified by law. Training beyond the Bachelor Degree is encouraged and all teachers are urged to continue their professional growth by participating in professional organizations and by taking additional college work.

No training credits will be accepted unless they are obtained in a college or university recognized by the Professional Standards Board or by regional or national accrediting associations.

An official transcript or other evidence submitted from the training institution must be presented to the Superintendent to establish entitlement to a change in salary. Documents submitted will remain on file in the Superintendent's office during the teacher's term of service and will be returned to the teacher thereafter, if requested.

Each teacher who meets the requirements of an EDS degree shall receive the greater of \$750.00 or approved credit above the Master's Degree. Each teacher who meets the requirements for a Doctorate Degree shall receive the greater of \$1,125.00 or approved credit above the Master's Degree.

All hours beyond Master's Degree adjustment of eighty-five dollars (\$85.00) shall be paid for each three (3) semester hours of approved college credit after the Master's Degree, up to a maximum of thirty (30) semester hours, if the additional credit meets the following criteria. Quarter-hours earned shall be converted so as to meet these provisions.

- a. It shall be of high quality, requiring the best efforts of the teacher.
 - b. It shall be at the graduate level.
 - c. It shall contribute to the continuous improvement of instruction in the classroom.
 - d. It shall reflect intelligent planning on the part of the teacher concerning personal educational needs, weaknesses and goals.
 - e. A written request for additional compensation for credit earned must be approved in writing by the Superintendent prior to July 1 and verification of having received a grade of B or its equivalent received by September 1 if payment is to be received during the following school year. If the plan complies with the provisions of the Article, the Superintendent shall approve it.
4. Teachers will be compensated who work at Athletic events when a gate is collected. Pay for each worker will be \$15.00 (less employer taxes and TRF) per night plus free admission for two (self & one guest) to all home games for those who work four or more events.

Teachers and licensed staff will be asked to volunteer to work. If not enough teachers

volunteer to fill all positions, the teachers will be assigned on a rotating basis.

Monies to meet the aforementioned expenses will be taken from the appropriate school extra-curricular accounts.

Any trading of working assignments must be reported to the School Athletic Director or Principal.

5. The individual teacher is responsible for seeing that licenses are current and renewed when due and for seeing that outside teaching and military service credit are properly certified.

ARTICLE VII LEAVE POLICIES

1. Leave shall be credited annually to each teacher on the first (1st) day of his/her employment year as follows: Twelve (12) days for the first year teacher on a regular teaching contract and twelve (12) days each year thereafter.

Leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return. Annual and accumulated leave days may be used either for personal illness, family illness, emergencies, or to conduct personal business.

Teachers shall be given a written accounting of accumulated leave days by the first of September of each year.

Teachers working summer school or extended days for the corporation shall be eligible to use leave on the same basis as it is used during the regular school year.

2. Teachers may accumulate a maximum of 90 annual leave days. Annually in August, the corporation shall deposit \$65 per day for any of the earned but unused days above the 90 maximum (a maximum of 12 in any given year) into an individual 403(b) retirement account for the employee's benefit. Upon retirement, teacher will be paid for a maximum remaining number of unused days of 90 in accordance with Article IX and Article XII.

For teachers hired prior to September 1, 2013, the corporation will buyback the retirement benefit of any accumulated days above 90 effective with the beginning of the 2014-15 school year at the rate of \$65 per day to be paid into an individual 403(b) retirement account. Annually, the corporation shall deposit \$65 per day for any of the earned but unused days above the 90 maximum (a maximum of 12 in any given year) into an individual 403(b) retirement account for the employee's benefit. Upon retirement, teachers will be paid for a maximum remaining number of unused days above 90 in accordance with Article IX and Article XII.

3. Association Leave - Six (6) days of Association leave shall be available to the President or his/her designee to conduct necessary Association business. The President will request

a substitute at least twenty-four (24) hours in advance of their intent to use Association leave. The Association will reimburse the Board for the substitute's salary when Association leave is used.

4. The Administration reserves the right to investigate possible abuses of leave policies and take appropriate action based on the investigation. When a teacher has been absent for more than five (5) consecutive days, a doctor's certificate, certifying personal illness or illness in the immediate family, must be submitted to the Human Resources Department.
5. Bereavement Leave -- Teachers shall be granted five (5) days bereavement leave for death of a member of his/her immediate family. The leave shall not be deducted from accumulative leave. The use of five bereavement days may be used at any time the next thirty (30) days, starting with the day after the death. (The immediate family is interpreted to mean husband, wife, child, father, mother, father-in-law, mother-in-law, brother, sister, or anyone living in the home.) Teachers shall be granted two (2) days bereavement leave for the death of grandparents, brother-in-law, sister-in-law, aunts, uncles and first cousin. Such leave shall be provided for the day of visitation and/or travel and for the day of the funeral.
6. Maternity Leave-- Any teacher who is pregnant is entitled to a leave of absence anytime between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notified the Superintendent in writing. This notice shall be as follows. If the necessity for the leave is foreseeable based on the expected birth, the teacher shall provide the Superintendent with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of birth requires the leave to begin in less than thirty (30) days, the teacher shall provide such notice as is practicable. She shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician. The teacher is not entitled to take accumulated leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay. Maternity leave will be for a period of no longer than one (1) year. A teacher on maternity leave shall be offered a position for which she is certified upon return from leave. If a teacher on maternity leave refuses the position offered, the Corporation shall have no further obligation to return the teacher to work in the Corporation. Sixty (60) days prior to the intended date of return, the Superintendent will make an inquiry in writing to the person on maternity leave and the person will have five days to notify the Central Office of intent to return. Prior to the first days of teaching following a maternity leave, the teacher must submit a written statement from her attending physician indicating that she is medically able to return to work. (This statement may be obtained any time after the delivery.) If for any reason the maternity leave becomes unnecessary, the Board shall return the teacher to work earlier than the beginning of the semester following the leave as originally granted only upon the

teacher's request and when a vacancy for which the teacher is qualified becomes available. All or any portion of leave taken by a teacher because of temporary disability caused by pregnancy may be charged, at her discretion, to her available leave. Any such leave shall be governed by the provisions of the section of leave. While on maternity leave, the teacher may continue her membership in the medical insurance plan, provided that she makes the necessary arrangements for payment of the total premium with the Superintendent's Office, and providing that the insurance agent will approve such continuation. Within the stipulations outlined above, maternity leave may be taken without jeopardy to re-employment, retirement, salary benefits, and seniority rights.

7. Sick Leave Bank -- The purpose of the sick leave bank is to relieve members of the certificated staff from undue financial burden due to absence from work on a long-term basis due to illness or disability wherein their accumulated leave is exhausted. The Board will not contribute any days to the sick leave bank. Only members' actual days may be contributed to create the bank. Enrollment in the sick leave bank is open on an annual basis and shall be open until October 1. Enrollment forms will be available from the building principals. Membership in the bank will be open to all certificated school employees. A member shall be defined as a certificated school employee who has made a contribution of two days of their accumulated leave to the bank upon enrollment. When the sick leave bank drops below 150 days, each certificated member of the sick leave bank will be required to contribute one leave day to the bank. The sick leave bank will be used for their own personal illness only. An individual member wishing to use the bank must wait at least two (2) working leave days without pay before use of the bank will be authorized under any of the above conditions; these days are not reclaimable from the bank. An individual member may use two times the number of leave days he/she has contributed to the bank plus ten (10) extra days, except in the extenuating circumstances when a waiver by the sick bank committee has been granted. Unused sick leave bank days will be carried over to the next school year. In the event the bank exhausts all days during the school year, the sick leave bank committee will contact participating members and request they contribute one (1) day in order to maintain membership in the bank. The sick leave bank committee can request one (1) re-enrollment from its membership during a school year. The sick leave bank shall be administered by a committee of five (5) members appointed by the CTA president. The sick leave bank committee may grant, deny, or suspend grants of sick leave days from the bank. Sick leave bank committee to be given the case by case authority based upon need to provide an exception to the restriction that a teacher's use of the bank is limited to the number of days contributed plus ten days. Its judgment or decision will be final. A certificated school employee upon being employed in the middle of the year may have fourteen (14) days to enroll in the sick leave bank. He/she will need to contribute only one day. If the teacher uses all of his/her leave days, the teacher will have a single-day to wait without pay, and then may have two (2) times the number of days plus five (5) from the sick leave bank.
8. Adoptive Leave and Paternity Leave - Adoptive leave or paternity leave shall be granted for up to a period of one (1) school year, without pay. If the necessity for leave is foreseeable based on the expected birth or placement, the teacher shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to

begin, except that if the date of birth or placement requires the leave to begin in less than thirty (30) days, the teacher shall provide such notice as is practicable.

9. Family and Medical Leave - In accordance with Federal law, the provisions of the Federal Family and Medical Leave Act (FMLA) 29 U.S.C. 2601 et seq., shall be incorporated by reference into this contract.
10. Civic Leave - A teacher shall be released from required duties on the day of any contested primary or general election in which he/she is a candidate, without pay. Any teacher who serves as an official inspector, clerk, sheriff or judge shall be released from required duties on the day of the primary or general election. The Board shall pay the teacher's regular salary provided he/she notifies the school corporation of the assignment within a reasonable time, and remits to the school corporation office the amount received from the county.
11. Public Office Leave - Leaves without pay shall be granted to serve in an elected public office. Such leaves shall be granted annually and renewed annually for the length of the term of office. In addition, time shall be granted provided the teacher accrues one (1) year of creditable service, such service being the equivalent of one hundred twenty (120) full days teaching service acquired during the twelve month period ending immediately preceding the leave.
12. Professional Leave - The Board agrees that professional leave days with pay may be granted for the following purposes.
 - A. Attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences sponsored by industry, the Association, subject matter groups, colleges, universities or governmental agencies concerned with public school matters.
 - B. Visitation to other school corporations or educational institutions for the purpose of observing instructional techniques or other instructional oriented programs.
 - C. The Board agrees to pay reasonable expenses incurred by the above mentioned professional leaves. Teachers shall be expected to give notification to the building administrator on the proper form. Forms will be available from the building principal, the corporation office or the association.
 - D. If the professional leave is denied, it will be the responsibility of the building principal to provide, within reasonable time period prior to the leave, a written statement indicating the reason(s) for denial. Thereafter, the teacher shall have the right to request and be given a represented personnel conference with the Superintendent to discuss the professional leave. The conference shall take place prior to the date of the requested professional leave.
13. Legal Leave - An employee called for jury duty or to appear before any judicial or

administrative tribunal by subpoena shall receive full compensation, provided he/she remits any other compensation received, excluding mileage and personal expenses, to the corporation business office.

ARTICLE VIII INSURANCE PROTECTION

1. The employee and Corporation monthly health insurance premiums shall be in accordance with **Appendix C**.

The Corporation will contribute \$625.00 annually for a single plan and \$1,300.00 annually for a family plan toward those already receiving the HSA for the 2012/13 school year. This will be paid in two increments of \$312.50 and \$650.00 respectively with one payment the first week of January and one payment the first week of August. New hires will receive the Corporation contribution their first year only. Thereafter, the Corporation will not contribute to their HSA. Anyone who has previously been employed by the Corporation will not receive any HSA contribution.

For any employee who is a member of the Board's high deductible health insurance plan and who has reached the age of 65 and is not eligible for a HSA, the Board will contribute the same amount toward the employee's portion of the health insurance premium as it is contributing to those eligible for an HSA. This will be in addition to the premium amount paid by the Board in **Appendix C**.

2. The East Washington School Corporation will pay all but \$10 per month of a \$75,000 term life accidental death and dismemberment insurance premium for each employee who qualifies and enrolls in the East Washington School Corporation group plan.
3. The East Washington School Corporation will pay all but \$1 of a long-term disability insurance (income protection insurance) premium for every teacher with 90 calendar day waiting period with the disability benefit of 66 2/3% of salary payable to the teacher.
4. Section 125 Generation II - There will be provided a 125 Flexible Fringe Benefit Plan Generation II whereby each teacher and retiree may elect to pay insurance premiums, non-reimbursed medical care and dependent care with pre-tax dollars. The effect of this plan will result in the teacher's contribution to health insurance, non-reimbursed medical care and/or dependent care being excluded from taxable income.
5. The East Washington School Corporation will pay all but \$1 of a vision care premium for each employee and/or family who qualifies and enrolls in the East Washington School Corporation group plan.
6. The East Washington School Corporation will pay all but \$1 of a dental care premium for each employee and/or family who qualifies and enrolls in the East Washington School Corporation group plan.

7. Payment for fringe benefits during a qualified and approved Family Medical Leave (FMLA) leave shall be in accordance with applicable federal laws.
8. Worker's Compensation - Any days charged to the teacher due to injury incurred in the course of the teacher's employment may be restored at the sole discretion of the Superintendent provided the teacher is approved by the insurance carrier for benefits under the Indiana Workers' Compensation Act and requests restoration in writing to the Superintendent.

ARTICLE IX

RETIREMENT PAY

To teachers presently teaching in the East Washington School Corporation, upon retirement from the teaching profession, retirement pay will be provided for unused accumulated leave at \$65.00 per day subject to Article XII fund phasing.

Announcement of retirement must be made to the Superintendent by the following dates:

End of School Year - January 15th of retirement school year.

End of Semester I – October 1st of retirement school year.

A waiver may be granted by the Superintendent at any time after that date.

Subject IRS Section 403(b) restriction on contributions, all payments upon retirement under this Article due after Article XII Section 5 calculations shall be made in a non-elective basis solely by direct payment into the retiree's IRS Section 403(b) qualified Plan as provided in Article XII with the remainder distributed according to the provisions of this Article.

ARTICLE X

EARLY RETIREMENT PROGRAM

Each teacher retiring who meets the following requirements will be eligible for the early retirement insurance program payments:

1. the teacher retires from the profession;
2. has reached their 55th birthday by the day their retirement is effective;
3. continues participation or enrolls prior to Medicare eligibility in the School Corporation's group health insurance program during retirement (enrollment subject of the rules of the insurance program); and
4. Provides notice (such notice requirement shall be negotiated between the School Corporation and the Association).
5. For each retiring teacher eligible for early retirement insurance program payments, the

School Corporation will pay \$5124.00 annually for a single health insurance program until such time as the retired teacher withdraws from the School Corporation's group health insurance program or becomes eligible for Medicare. If after the teacher gives timely notice and otherwise qualifies for this early retirement program, the retired teacher dies and the spouse has or does elect to participate in the insurance program at the time of the teacher's retirement or death, that spouse will continue to be able to participate in the School Corporation's group health insurance program and receive the same entitlement as the deceased retired teacher's spouse until the earlier of the following:

- a. the qualified spouse withdraws from the health insurance plan;
- b. the time the deceased spouse retired teacher would have been eligible for Medicare; or
- c. The surviving spouse qualifies for Medicare.

In order to qualify for this early retirement program, teachers must provide written notice to the Superintendent's Office on or before April 1 of the school year in which they plan to retire.

Notwithstanding any other contract provision, no School Corporation payment shall be made for retiree health insurance for any retiree after the 2021-22 school year.

ARTICLE XI

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a difference between the Administration and the Association or between the Administration and one or more teachers.
2. This grievance procedure is not intended to affect the normal communication between the principal and the teacher in the discussion of problems which may exist. It is expected that any problem or potential problem would first be discussed by the teacher with the building principal.
3. If after this informal discussion the teacher believes there is a basis for a formal grievance, he/she shall state this to the building principal no later than fifteen (15) school days after the occurrence that gave rise to the alleged grievance. The principal and the teacher shall mutually set a date for a formal meeting in an attempt to resolve the difference. At this meeting, the teacher may be accompanied by a representative of the Association and the principal by a member of the Administrative staff. If resolution is not achieved as a result of the verbal discussion with the building principal, a formal written grievance may be presented not later than three (3) school days after the formal meeting with the principal.
4. Within three (3) school days after receipt of the written grievance, a meeting of the parties shall take place in an effort to resolve the grievance. Following this meeting, a written answer to the aggrieved shall be returned by the principal within three (3) school days.

5. If resolution is not achieved or the meeting does not take place within the three (3) school day period, the grievance may be transmitted to the Superintendent or a designated representative.
6. Grievances appealed to the Superintendent or a designated representative shall be forwarded to his/her office no later than three (3) school days after the time period allotted for the reply if no disposition has been made. Within five (5) school days a meeting of the parties shall take place to review the facts, and a written answer shall be given to the aggrieved within three (3) school days after the meeting.
7. If the grievance is not resolved at the superintendent's level or if the meeting does not take place within the five (5) school day period, or if a written answer is not received by the grievant within the three (3) school day period after the meeting, then the grievance shall be transmitted to the Board, at the option of the grievant by giving to the Superintendent by written notice within three (3) school days of the Superintendent's last required act. If transmitted to the Board, the Board, not later than its next regular meeting shall hold a hearing on the grievance in executive session. A confidential written answer shall be given by the Board to the grievant and his/her representative no later than the next regular Board meeting.

ARTICLE XII

IRS CODE SECTION 403(b)

MATCHING ANNUITY & CUSTODIAL MUTUAL FUNDS PLAN

SECTION 401(a) PLAN and SECTION 457

1. Program. The Board agrees to establish an IRS Code Section 403(b) matching annuity plan ("403(b) PLAN") and Section 401(a) annuity plan ("401(a) PLAN") for all certified employees. New teachers hired after July 1, 2001 shall have Article XVIII as their only contract benefit for retirement. The 403(b) PLAN and the 401(a) PLAN (collectively "PLANS") may include provisions allowing salary reduction contributions, matching salary settlement diversion contributions, matching employer contributions, matching employee contributions, and unmatched employer contributions. Within the provision of the IRS Code, the PLANS shall be fully and immediately vested for contributions, shall be portable, and include the availability of loans and hardship withdrawals, where applicable. Employer contributions (hereinafter referred to as "Diversion Match") shall be paid into the 401(a) PLAN. Teacher contributions shall be paid into the 403(b) PLAN.
2. 1999-2000 School Corporation Initial Contribution. Beginning with the first pay of the 1999-2000 school year and continuing thereafter, the School Corporation shall contribute one percent (1%) of each teacher's salary schedule salary as provided in Appendix A-5 for full time equivalency. Teachers are not obligated to match this amount as a condition of receipt. However, the Association encourages each teacher to match the School Corporation's 1999-2000 contribution.
3. Matching Contributions. Effective from the beginning of the 2000/01 school year, the

Board, shall match each participating teacher's like contribution of the following percent of the teacher's salary schedule salary appearing on the individual teacher's contract for the full-time equivalency ("ct" - cumulative percentage) as provided as dollar for dollar up to 2.5%.

The salary settlement diversion match as provided above and the teacher's matching contribution shall continue for as long as the PLANS are in effect. Teachers employed after the 1999-2000 school year shall begin making the teacher contribution and receiving the salary diversion match at the cumulative percentage (ct) of the first year of the employment, as provided above.

4. Salary Settlement Diversion: --Division Match. As part of their regular PL 217 bargaining, the parties will bargain the change to the salary schedule. In addition to the 1999-2000 program provided by Section (A) (2) and after reaching tentative agreement, 1/2% of the base of that agreed change shall be diverted to the 401(a) Plan for 2000/01, with an additional 1/2% diverted in each 2001/02, 2002/03, 2003/04 and 2004/05 school years with a total diversion of 2.5% that will continue to be part of the PLAN throughout its term. After the salary settlement diversion is deducted, the salary schedule for each year shall be changed by the net amount. As part of the parties' total compensation/benefits calculations, annual diversions to the PLAN shall be included.
5. Fund Phasing. Fund phasing effective with 2009/10 school year and thereafter, the following fund phasing procedure will be used to determine the amount each teacher receives for retirement payments as provided below.
 - a. The Article XI payment shall be reduced by the respective teacher's actual earnings on the districts total contribution from and including all payments made in 2009/10 to that teacher's 401(a) and 403(b) plan as evidenced on the sole source provider's last quarterly statement prior to the effective date of retirement.
 - b. Withdrawal Phasing. This procedure (a) above assumes no withdrawals from the teacher's PLANS at any time. Should withdrawals occur, the amount used to reduce the retirement payments stated above will be computed on earnings on the district's contribution annually computed and compounded based on Standard & Poor's 500 Index for the respective year of each district contribution.
 - c. Non Participant Phasing. If a teacher chooses not to participate in the PLANS or withdraws from it at any time, his retirement payments will be computed on the "hypothetical" district contribution computed as stated in Section 5(b).
6. Steering Committee. A joint steering committee shall be created by the parties through appointments of teachers by the Association President and administrative representatives by the Superintendent. The Committee shall be charged with the responsibility of establishing the PLANS providing for IRS compliance of the PLANS, selection of the PLANS' vendors by mutual agreement, providing training and information to participants, and any other function necessary to implement the provisions of this section.

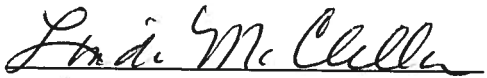
7. Status Quo. Article IX and XII Retirement Plan per year amounts for years of service and Article XIV IRS Code Section 401(a) and 403(b) Matching Annuity and Custodial Mutual Funds PLAN shall be effective without change to and including the 2011/12 school year, except as provided herein.
8. Termination. Should the parties decide to end the plan provided by this article, the salary diversion provided by in Section (A) (2) and (A) (3) in effect shall be added to the next school year's salary schedule without negotiations. The parties understand that this salary diversion, but for the 401(a) and 403(b) PLANS, was and is part of the PL 217 bargained salary.
9. The Board agrees to establish in IRS Code Section 457 plan for all certified employees effective January 1, 2002.

ARTICLE XIII
TERM OF AGREEMENT

This contract shall be effective as of August 1, 2015 and shall continue in effect through July 30, 2017 except as provided herein. This agreement is attested to by the Board and the Association whose Presidents' signatures appear below.

Ratified by the Association: September 10, 2015

Ratified by Board: September 29, 2015



President, East Washington
School Corporation Board of Trustees



President, East Washington
Classroom Teachers Association



Board Secretary

Spokesperson for C.T.A.

Attest: 

Superintendent

Spokesperson for Board

APPENDIX A

COMPENSATION PLAN

PHILOSOPHICAL FRAMEWORK

The following items reflect the intended philosophy behind the compensation system described within this document:

- Teachers will be motivated to perform at high levels when the compensation system reflects a reward system for high performance as described within a career ladder.
- The compensation system should reflect clear incentives for teacher performance in a variety of professional responsibilities.
- Teachers must earn pay increases through hard work and results.
- The compensation system should be fair and equitable.
- The compensation system should provide a relatively high degree of predictability for budgeting.
- The compensation system should adhere to both the letter and intent of the law.
- The compensation system must be cost efficient and work within existing state funding.
- The compensation system must provide incentives to attract and keep great teachers.

COMPENSATION SYSTEM DESCRIPTION

IC 20-28-9-1 Teacher's minimum salary; basis

(b) Increases or increments in a local salary scale must be based upon a combination of the following factors:

(1) A combination of the following factors taken together may account for not more than thirty-three percent (33%) of the calculation used to determine a teacher's increase or increment:

(A) The number of years of a teacher's experience.

(B) The attainment of either:

(i) additional content area degrees beyond the requirements for employment; or

(ii) additional content area degrees and credit hours beyond the requirements for employment, if required under an agreement bargained under IC 20-29.

(2) The results of an evaluation conducted under IC 20-28-11.5.

(3) The assignment of instructional leadership roles, including the responsibility for conducting evaluations under IC 20-28-11.5.

(4) The academic needs of students in the school corporation.

Teacher compensation will be based upon performance with teachers earning units for *specific* performance in the following five defined categories:

1. Years of Experience (added to base) *IC 20-28-9-1 (b)(1)(A)*
2. Education/Professional Development/Certification (added to base) *IC 20-28-9-1 (b)(1)(B)*
3. Exemplary Attendance (stipend) *IC 20-28-9-1 (4)*
4. Leadership (stipend) *IC 20-28-9-1 (3)*
5. Evaluation (added to base) *IC 20-28-9-1 (b)(2), IC 20-28-9-1 (4)*

Teachers may earn one half (.5) unit in categories 1 and 2, one (1) unit in categories 3-4 and five (5) units in category 5 with an effective or highly effective evaluation. The maximum number of units possible is 8 per year.

Funds available for compensation adjustments may only be determined through increase in state tuition from the prior year or available grant funds designated for this specific purpose. The amount of funds available for teacher salary increases under the compensation plan for each school year of the biennium is \$70,000.00.

Teachers who are evaluated as Needs Improvement or Ineffective (bottom 2 categories in the state adopted evaluation model) are not eligible for any salary increase.

The teacher must be under contract the following year to be eligible for unit pay.

CATEGORY DEFINITIONS

1. Years of Experience

- Each year of experience (120 paid days minimum per TRI) = .5 unit

2. Education/Professional Development/Certification

- Possess a Master's Degree = .5 unit, OR
- Successful completion of three (3) hours of graduate credit in the year of the evaluation (June 30 cut-off date with a grade of B or above in related field) = .5 unit, OR
- Receive pre-approved certification, i.e. International Baccalaureate (I.B.), Gifted and Talented (G.T.) Certification, Advanced Placement (A.P.) Certification, Advanced College Placement (A.C.P.), National Board Certification, etc. = .5 unit, OR
- 18 PGP points in the year of evaluation = .5 unit

3. Exemplary Teacher Attendance

- 97% or higher (no more than 6 absences on a 184 day contract) = 1 unit
- Excludes FMLA qualified leave, professional development days approved by the building administration

4. Leadership

- Leadership is designed to acknowledge and reward clear examples of extraordinary efforts above and beyond normal expectations (at a minimum of 20 hours of service during the school year) that ultimately impacts students. It is not the intent of the administration to narrow or limit the activities which may qualify for leadership recognition. At the end of the school year, the teacher and the building principal may submit the teacher's extraordinary efforts to the Superintendent for consideration. The Superintendent will make final determination to award leadership/recognition units, OR
- Teachers who are recognized in the current contract year by state or nationally recognized education organizations = 1 unit

5. Teacher Evaluation

- Teachers who score in the effective or highly effective category on the evaluation instrument earn 5 units.

APPENDIX B
ADDITIONAL ALLOWANCES ON BASIC SALARY SCHEDULE
***HOURS**

*HOURS

Academic Coach HS	776	108	Baseball Varsity	3017	406
Academic Coach MS	584	84	Baseball Varsity Asst	1549	406
Annual & Newspaper Sponsor HS	1801	200	Basketball Varsity (2)	5921	540
Annual & Newspaper Sponsor MS	780	72	Basketball JV & Varsity Asst (3)	2960	540
Annual & Newspaper Sponsor ES	750	300	Basketball Freshman (1)	2229	540
Kids Club Sponsor MS	555	108	Basketball 8th Grade (2)	2059	255
Band Director HS	4643	528	Basketball 7th Grade (2)	1996	255
Band Instructional Assts HS	5377	128	Basketball 6th Grade (2)	1169	169
Cheer block Coach HS	531	320	Basketball 5th Grade (2)	1169	169
Cheerleader Coach HS	1982	238	Basketball 3rd & 4th Grade (2)	1029	32
Cheerleader Coach 8th Grade	991	182	Cross Country Varsity (2)	2059	273
Cheerleader Coach 7th Grade	991	182	Cross Country MS (2)	1029	68
Cheerleader Coach (5th)/6th Grade	719	91	Football Varsity	5921	459
Choral Director HS	1446	200	Football JV (4)	2960	459
Choral Director HS Asst.	1632	40	Football 8th Grade	2059	150
Choral Director MS	611	16	Football 7th Grade	1996	150
Choral Director ES	722	90	Football MS Asst.	1996	150
Class Sponsor-Senior (2)	750	80	Golf HS (2)	1500	238
Class Sponsor-Junior (2)	838	45	Golf MS	1029	108
Color Guard Instructor HS	1190	144	Softball Varsity	3017	406
Dance Coach HS	1387	348	Softball Varsity Asst.	1549	406
Dance Coach MS	734	288	Tennis HS (2)	1633	240
Drama Sponsor HS	1387	75	Tennis MS (2)	941	135
Drama Sponsor Asst HS	991	75	Track Varsity (2)	2687	425
National Honor Society MS	406	60	Track Asst (Boys/Girls)	1324	425
Spell Bowl MS	520	180	Track MS (2)	1672	108
Drama Director MS	920	128	Track MS Assistant	824	108
Guitar Club MS	406	36	Volleyball HS Varsity	2796	406
Renaissance Sponsor HS	406	80	Volleyball HS Asst.	1386	406
Science Fair Coach MS	991	72	Volleyball Freshman	1026	406
Student Council Sponsor Head HS	773	80	Volleyball 8th Grade	1168	108
Student Council Sponsor Asst HS	544	80	Volleyball 7th Grade	1168	108
Student Council Sponsor MS (2)	555	72	Volleyball (5th)/ 6th Grade	406	36
Student Council Sponsor ES	598	90	Wrestling HS	2740	595
Winter Guard	918	160	Wrestling HS Asst.	1623	595
Orchestra Sponsor	845	136	Wrestling MS	1594	126
Drumline Sponsor	918	160	Wrestling MS Asst.	650	126
Middle School Band Director	820	44	National Honor Society HS	406	60

*Based on 36 weeks of work time during the school year. These figures do not include the three percent (3%) contribution paid by the school corporation to the Indiana State Teacher's Retirement Fund (TRF).

APPENDIX C
Monthly Health Insurance Premiums (effective 10/1/15 – 9/30/17)

PLAN 1

1300/2000 - 2600/4000

SINGLE

EMPLOYEE + CHILD

EMPLOYEE + SPOUSE

FAMILY

	EMPLOYEE	EMPLOYER	TOTAL
SINGLE	\$ 89.14	\$ 480.73	\$ 569.87
EMPLOYEE + CHILD	\$ 219.18	\$ 742.78	\$ 961.96
EMPLOYEE + SPOUSE	\$ 264.06	\$ 988.53	\$ 1,252.59
FAMILY	\$ 339.97	\$ 1,419.25	\$ 1,759.22

SPOUSAL PENALTY	SPOUSE	DEPENDENT
FAMILY	\$ 1016.44	
EMPLOYEE + SPOUSE	\$ 771.86	
EMPLOYEE + CHILD		

PLAN 2

2000/3000 - 4000/6000

SINGLE

EMPLOYEE + CHILD

EMPLOYEE + SPOUSE

FAMILY

	EMPLOYEE	EMPLOYER	TOTAL
SINGLE	\$ 41.97	\$ 461.74	\$ 503.71
EMPLOYEE + CHILD	\$ 139.57	\$ 710.71	\$ 850.28
EMPLOYEE + SPOUSE	\$ 160.39	\$ 946.77	\$ 1,107.16
FAMILY	\$ 194.36	\$ 1,360.62	\$ 1,554.98

SPOUSAL PENALTY	SPOUSE	DEPENDENT
FAMILY	\$ 844.27	
EMPLOYEE + SPOUSE	\$ 645.42	
EMPLOYEE + CHILD		

PLAN 3

4000/5000 - 8000/10000

SINGLE

EMPLOYEE + CHILD

EMPLOYEE + SPOUSE

FAMILY

	EMPLOYEE	EMPLOYER	TOTAL
SINGLE	\$ -	\$ 403.87	\$ 403.87
EMPLOYEE + CHILD	\$ -	\$ 681.73	\$ 681.73
EMPLOYEE + SPOUSE	\$ -	\$ 887.71	\$ 887.71
FAMILY	\$ -	\$ 1,246.76	\$ 1,246.76

SPOUSAL PENALTY	SPOUSE	DEPENDENT
FAMILY	\$ 565.03	
EMPLOYEE + SPOUSE	\$ 483.84	
EMPLOYEE + CHILD		

*Spousal penalty is determined by subtracting the employer payment for an employee only plan from the total premium for employee and spouse monthly amount. This is for an employee and spouse plan. Spousal penalty for a family plan is determined by subtracting the employer payment for an employee & child plan from the total premium for a family plan monthly cost.