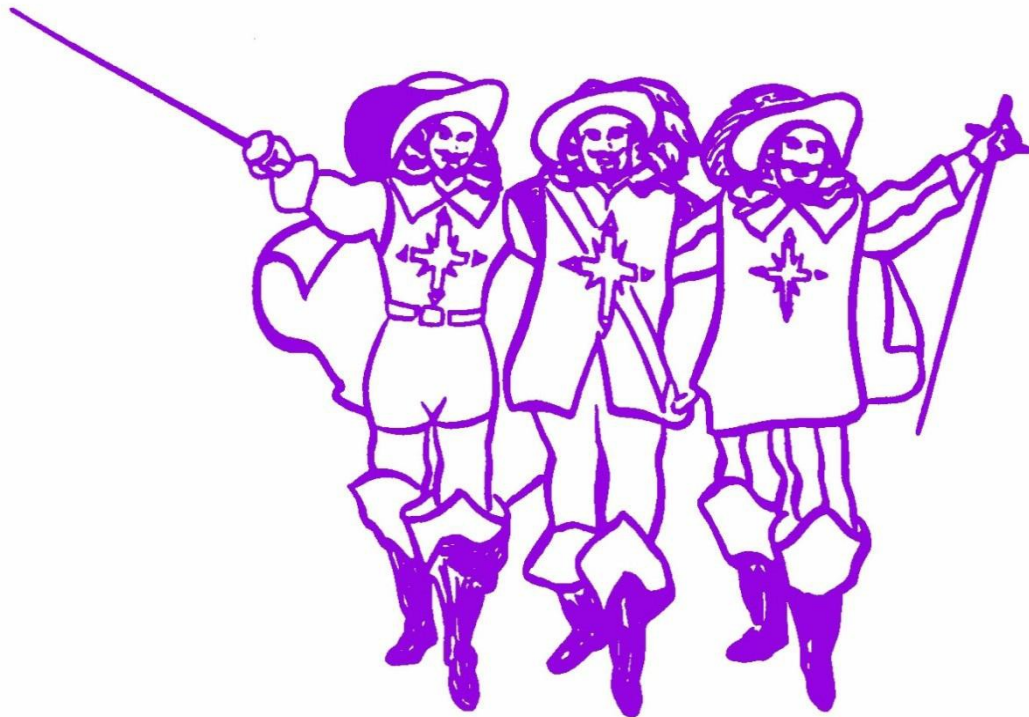


# **COLLECTIVE BARGAINING AGREEMENT**



**“All for one and one for all”  
2019-2021**

between the

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.

**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 base salary earned by a teacher 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 \$38,000.

The maximum base salary for a teacher with a Master's degree is \$72,000.

A teacher's hourly rate shall be calculated by dividing the teacher's base salary by the number of days in the teacher's contract to get the teacher's daily rate and then by dividing the daily rate by the number of hours per day specified in the teacher's contract to get the hourly rate.

The Superintendent, or designee, will evaluate the training and experience of all applicants for certified positions. 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.

Stipends, if awarded, are non-repeating increases and not added to the teacher's current base pay. Adjustment 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.

4. Teachers will be compensated who work at Athletic events when a gate fee 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.
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 teachers on the first (1<sup>st</sup>) 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. These days may be used in ½ day increments.

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.
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. Days can be used in ½ day increments.
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 during that school year, 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 consistent with state and/or federal law, 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 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 consistent with state and/or federal law, 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 the teacher's 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. A teacher must have served for at least one 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, to be eligible for this 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 to request and shall be given a conference with the Superintendent to discuss the professional leave. The teacher shall also have the right to be accompanied to this meeting by a representative chosen by the teacher. 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. The Corporation contribution will only continue if the Corporation is not in deficit financing. For the calendar year 2020, there will be no contributions made by the Corporation.

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 - The Board will provide 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 split the cost of a Corporation sponsored Dental plan 50/50 for the contract period 2019-2021.
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 1<sup>st</sup> of retirement school year.

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

Subject to the 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. the teacher has reached their 55th birthday by the day his/her retirement is effective;
3. the teacher 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. the teacher 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 specific violation or misapplication of any provision of the collective bargaining agreement.
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. The written formal grievance must include the grievant's name, the date alleged on which the alleged contract violation occurred, the contract section(s) alleged to have been violated, a brief summary of the facts underlying the alleged contract violation(s), and the relief sought by the grievant.
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. A meeting of the parties shall take place within five (5) school days of the date the grievance is appealed to the Superintendent to review the facts, and the Superintendent shall provide a written answer 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 with the Superintendent 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 with the Superintendent, 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 the grievance is transmitted to the Board, the Board shall, not later than its next regular meeting, hold a hearing on the grievance in executive session. The Board will provide a confidential written answer 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. Matching Contributions. Effective from the beginning of the 2000/01 school year, the Board, shall match each participating teacher’s like contribution on a dollar for dollar basis up to 2.5% of the teacher’s base salary. For the 2019/2020 school year the Corporation will match up to 1.75%. For the 2020/21 school year the Corporation will match up to 3.25% if funds are available. The Board’s contribution will revert back to the 2.5% Corporation match on June 30, 2021.

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.

3. 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.
4. 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 district's 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).
5. 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.
6. 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.

7. 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, 2019 and shall continue in effect through June 30, 2021 except as provided herein. This agreement is attested to by the Board and the Association whose Presidents' signatures appear below.

Ratified by the Association: November 11, 2019

Ratified by Board: November 12, 2019

\_\_\_\_\_  
President, East Washington  
School Corporation Board of Trustees

\_\_\_\_\_  
President, East Washington  
Classroom Teachers Association

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Spokesperson for C.T.A.

Attest:

\_\_\_\_\_  
Superintendent, Chief Spokesperson

**Appendix A  
2019-2021 Salary Grid**

Row	Career Level 1	Career Level 2	Career Level 3	Career Level 4	Row
1	\$37,000	\$38,000	\$40,000	\$42,000	1
2	\$38,000	\$39,000	\$41,000	\$43,000	2
3	\$39,000	\$40,000	\$42,000	\$44,000	3
4	\$40,000	\$41,000	\$43,000	\$45,000	4
5	\$41,000	\$42,000	\$44,000	\$46,000	5
6	\$42,000	\$43,000	\$45,000	\$47,000	6
7	\$43,000	\$44,000	\$46,000	\$48,000	7
8	\$44,000	\$45,000	\$47,000	\$49,000	8
9	\$45,000	\$46,000	\$48,000	\$50,000	9
10	\$46,000	\$47,000	\$49,000	\$51,000	10
11	\$47,000	\$48,000	\$50,000	\$52,000	11
12	\$48,000	\$49,000	\$51,000	\$53,000	12
13	\$49,000	\$50,000	\$52,000	\$54,000	13
14	\$50,000	\$51,000	\$53,000	\$55,000	14
15	\$51,000	\$52,000	\$54,000	\$56,000	15
16	\$52,000	\$53,000	\$55,000	\$57,000	16
17	\$53,000	\$54,000	\$56,000	\$58,000	17
18	\$54,000	\$55,000	\$57,000	\$59,000	18
19	\$55,000	\$56,000	\$58,000	\$60,000	19
20	\$56,000	\$57,000	\$59,000	\$61,000	20
21			\$60,000	\$62,000	21
22			\$61,000	\$63,000	22
23			\$62,000	\$64,000	23
24			\$63,000	\$65,000	24
25			\$64,000	\$66,000	25
26			\$65,000	\$67,000	26
27			\$66,000	\$68,000	27
28			\$67,000	\$69,000	28
29			\$68,000	\$70,000	29
30			\$69,000	\$71,000	30
31			\$70,000	\$72,000	31



## **A. Initial Placement**

1. Teachers newly hired for the current school year will be placed on the current salary grid at a salary commensurate with the teacher's education and experience. The Superintendent shall have the authority to deviate from this criterion when hiring a teacher for hard to fill positions, including STEAM and special education positions, and offer the newly hired teacher a salary up to ten percent (10%) greater than the salary corresponding with the newly hired teacher's education and experience.
2. New hires will receive a year of experience for placement purposes on the salary grid for any school year the teacher worked 120 days or more in an accredited pre- K or K-12 public or accredited private school. The teacher shall provide written verification of those years or experience to the Superintendent on or before the teacher's first contracted day.

## **B. General Eligibility**

1. Teachers rated ineffective or improvement necessary on their prior school year performance evaluation are not eligible for a salary increase and remain at their prior year's salary, except those eligible under Paragraph 2 below.
2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase per IC 20-28-9-1.5(f).
3. A teacher must have been employed by the East Washington School Corporation one hundred twenty (120) contractual days the previous school year to be eligible for a base salary increase for the current school year.

## **C. Factors and Definitions**

1. Evaluation rating – The teacher received a highly effective or effective evaluation for the prior school year, except that a teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary.
2. Education – This factor is defined as attaining a Master's degree in a content area as defined by the Indiana Department of Education.
3. Academic Need: Eligible teachers must complete six (6) of the activities below based on the academic need of encouraging teachers to volunteer to provide supervision of students that benefits students and the school community:
  - Taking tickets at a student sporting event
  - Cafeteria Duty
  - Covering a class for a colleague when no substitute is available
  - Instructing professional development

- After school collaboration with other teachers
- Attending student events.
- Any other activity mutually agreed upon by the Association and the Administration.

**D. Weights Assigned to Factors**

1.	Evaluation	\$1000
2.	Education	\$2000
3.	Academic Need	\$1000

**E. Distribution and Movement**

1. Placement onto 2019-2020 Salary Schedule – Teachers who possess a Bachelor’s Degree will be placed in the Career Level I Column in the row that corresponds with the teacher’s base salary at the beginning of the 2019-2020 school year. Teachers who possess a Master’s Degree will be placed in the Career Level 3 Column in the row that corresponds with the teacher’s base salary at the beginning of the 2019-2020 school year.
2. Career Level 1 Column - A teacher who possesses a Bachelor’s Degree who satisfies the requirements for the evaluation factor will advance one row in the Career Level 1 column on the Salary Grid.
3. Career Level 2 Column - A teacher who possesses a Bachelor’s Degree and satisfies the Evaluation factor will advance one row in the Career Level 2 column.
4. Movement from Career Level 1 Column to Career Level 2 Column- A teacher with a Bachelor’s Degree in the Career Level 1 Column who meets the Evaluation and Academic Needs factors will move in the same row from the Career Level 1 column to the Career Level 2 column and will then advance one row in the Career Level 2 column.
5. Career Level 3 Column- A teacher who possesses a content area Master’s Degree, as defined by the Indiana Department of Education, who satisfies the requirements for the evaluation factor will be eligible to advance one row in the Career Level 3 column of the Salary Schedule.
6. Movement from Career Level 2 Column to Career Level 3 Column – A teacher who meets the evaluation and education factors will advance in the same row from Career Column 2 to Career Column 3 and then advance one row in Column 3. A teacher in Career Column 2 who attains a Master’s Degree and who meets the Evaluation and Academic Needs factors will move in the same row from the Career Level 2 column

to the Career Level 4 column row and will then advance one row in the Career Level 4 column.

7. Movement from Column 1 to 3 - A teacher in the Career Level 1 column meets the evaluation and education factors will advance in the same row from the Career Level 1 column to the Career Level 3 column. A teacher in the Career Level 1 column who meets the evaluation, education, and academic needs factors will advance in the same row from the Career Level 1 Column to the Career Level 3 Column and then advance one level in the Career Level 3 Column.
8. Career Level 4 Column - A teacher who possesses a Master's Degree and satisfies the Evaluation factor will advance one row in the Career Level 4 column.
9. Movement from Career Level 3 Column to Career Level 4 Column- A teacher with a Master's Degree in the Career Level 3 Column who meets the Evaluation and Academic Needs factors will move from the Career Level 3 column to the Career Level 4 column in the same row and will then advance one row in the Career Level 4 column.
10. Teachers at the Top Step of Career Columns- A teacher at the top step of a Career Level column who satisfies the evaluation and academic needs factors will receive a stipend equal to the amount the base salary increase for the evaluation and academic needs factors received by other teachers.

**F. Salary**

The salary range without the Board's 3% ISTRF contribution for returning teachers for the 2019-2020 and 2020-2021 school years is \$38,000 to \$72,000.

**G. Redistribution**

Money that would have been paid to a teacher receiving an Ineffective or Improvement Necessary rating will be distributed equally among all teachers receiving an Effective or Highly Effective rating in the form of a stipend. The redistribution shall be made to all eligible teachers in the form of a stipend and shall be distributed within 30 days of the final determination of evaluation ratings.

## 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

\* The number of hours and positions is included for informational purposes only and was not bargained.

\*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 Teachers Retirement Fund (TRF).

**Health Insurance Premiums (effective 10/1/2019 - 9/30/2020)**

**PLAN 1**

Monthly Premium

1500/3000 - 3000/6000	EMPLOYEE	EMPLOYER	TOTAL
SINGLE	\$ 171.06	\$ 470.94	\$ 642.00
EMPLOYEE + CHILD	\$ 366.02	\$ 717.67	\$ 1,083.69
EMPLOYEE + SPOUSE	\$ 452.62	\$ 958.51	\$ 1,411.13
FAMILY	\$ 600.92	\$ 1,380.95	\$ 1,981.87

SPOUSAL PENALTY	SPOUSE	
FAMILY	\$ 1,510.93	
EMPLOYEE + SPOUSE	\$ 940.19	

**PLAN 2**

2000/3000 - 4000/6000

	EMPLOYEE	EMPLOYER	TOTAL
SINGLE	\$ 110.55	\$ 459.80	\$ 570.35
EMPLOYEE + CHILD	\$ 263.89	\$ 698.84	\$ 962.73
EMPLOYEE + SPOUSE	\$ 319.60	\$ 933.99	\$ 1,253.59
FAMILY	\$ 414.10	\$ 1,346.51	\$ 1,760.61

SPOUSAL PENALTY	SPOUSE	
FAMILY	\$ 1,300.81	
EMPLOYEE + SPOUSE	\$ 793.79	

**PLAN 3**

4000/5000 - 6850/6850

	EMPLOYEE	EMPLOYER	TOTAL
SINGLE	\$	\$ 454.04	\$ 454.04
EMPLOYEE + CHILD	\$	\$ 766.44	\$ 766.44
EMPLOYEE + SPOUSE	\$	\$ 997.99	\$ 997.99
FAMILY	\$	\$ 1,401.65	\$ 1,401.65

SPOUSAL PENALTY	SPOUSE	
FAMILY	\$ 947.61	
EMPLOYEE + SPOUSE	\$ 543.95	

\*Spousal penalty is determined by subtracting the employer payment for an employee only plan from the total premium for employee & spouse monthly cost. 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.

Dental Premium      Single - \$17.85 per month  
Vision Premium \$1.00 per year

Family - \$38.06 per month