

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE EVANSVILLE VANDERBURGH SCHOOL CORPORATION

AND

THE EVANSVILLE TEACHERS ASSOCIATION

EFFECTIVE

AUGUST 1, 2015 THROUGH JUNE 30, 2017

## Table of Contents

AGREEMENT .....	4
<b>ARTICLE I</b> .....	5
RECOGNITION .....	5
<b>ARTICLE II</b> .....	6
Section 1. Salary Ranges .....	6
Section 2. Compensation Model “A” .....	6
Section 3. Compensation Model “B” .....	8
Section 4. Extra Duties .....	10
Section 5. Multiple Building Assignment.....	10
Section 6. Principal Designee .....	10
Section 7. Emergency Classroom Coverage .....	11
<b>ARTICLE III</b> .....	12
Section 1. Hospitalization, Surgical and Medical Insurance .....	12
Section 2. Dental Insurance .....	12
Section 3. Vision Insurance .....	12
Section 4. Term Life Insurance .....	12
Section 5. Long Term Disability Insurance .....	13
Section 6. SECTION 125 .....	13
Section 7. Death While in Active Service.....	13
Section 8. Accumulated Sick Leave Days and Pay .....	13
Section 9. Accumulated Sick Leave Bonus .....	14
Section 10. Ongoing VEBA .....	15
Section 11. 403(b) Match Program.....	15
Section 12. Savings Plan 401(a) for all teachers hired on or after July 1, 2004 .....	16
Section 13. Unused Sick and Personal Business Leave Days For teachers employed on or after July 1, 2004.....	16
<b>ARTICLE IV</b> .....	18
Section 1. Personal Business Leave .....	18
Section 2. Sick Leave Bank .....	18
A. Contributions .....	18

B. Granting of Days .....	19
Section 3. Presidents Leave .....	21
Section 4. Professional Meetings and Workshops .....	21
Section 5. Sabbatical Leave .....	21
Section 6. Bereavement Leave .....	24
Section 7. Court Leave.....	24
Section 8. Military Leave .....	25
Section 9. Association Leave .....	25
Section 10. Legislative Lobbying Leave .....	25
Section 11. Extended Personal Leave .....	26
Section 12. Advanced Study Leave .....	26
Section 13. Exchange Teaching Programs.....	27
Section 14. Professional Development Leave .....	28
Section 15. Adoptive Leave.....	28
Section 16. Anticipated Temporary Disability .....	28
Section 17. Worker’s Compensation.....	30
<b>ARTICLE V</b> .....	31
Section 1. 401(a) Benefit For teachers employed on or before June 30, 2004 .....	31
Section 2. Retirement Lump-Sum Buyout VEBA for teachers hired on or before June 30, 2004 .....	32
Section 3. Early Retiree Insurance Benefits .....	32
Section 4. Contract Language Defining The Unfunded Retirement Benefits For Those Teachers Hired Before July 1, 2004.....	33
<b>ARTICLE VI</b> .....	34
Section 1. Grievance Procedure .....	34
<b>ARTICLE VII</b> .....	36
Section 1. Effect of Negotiated Agreement .....	36
Section 2. Term of Agreement .....	37
<b>Appendix A</b> .....	38
EVSC Professional Development Credit for Compensation Model .....	38
<b>Appendix B</b> .....	39

Salary Placement Schedule.....	39
<b>Appendix C</b> .....	40
EXTRA DUTY ASSIGNMENTS .....	40
<b>ASSOCIATION DEDUCTIONS</b> .....	44

## AGREEMENT

THIS AGREEMENT is made and entered into at Evansville, Indiana, on September 8, 2015, by and between the Board of School Trustees of the Evansville Vanderburgh School Corporation (herein called "Board"), and the Evansville Teachers Association, an Affiliate of the Indiana State Teachers Association and the National Education Association, (herein called the "Association").

# ARTICLE I

## RECOGNITION

For the term of this Agreement the Board recognizes the Association as the exclusive representative for purposes of bargaining agent with respect to salary, wages, and salary and wage-related fringe benefits and for the purpose of discussion of the subjects of discussion set out in I. C. 20-29-6-4 for its teachers defined in the following paragraph

The term "teacher" as used in this Agreement shall include all full-time and part-time certified teachers and/or psychologists of the Evansville Vanderburgh School Corporation, Vanderburgh County, Indiana, including, but not limited to, all full-time classroom teachers, teachers on temporary contract, kindergarten teachers, special education teachers, speech pathologists, media specialists, counselors, psychologists, coordinators, remedial reading teachers, data and academic coaches; BUT EXCLUDING the superintendent, associate superintendent, assistant superintendents, executive officers, assistants to the superintendent, directors and assistant directors, supervisors and assistant supervisors, managers and assistant managers, principals, principal interns, specialists, assistant principals, department heads, head coaches with assistants and directors of student activities and athletics.

For the term of this Agreement, the Board agrees not to bargain with any other organization for its employees defined in the above paragraph of this Agreement other than the Association unless and until any such other organization is found to be the exclusive representative with all of the rights, liabilities and duties which attach to an exclusive representative as defined in I. C. 20-29-2-9.

## ARTICLE II

### **Section 1. Salary Ranges**

The salary range for 2015-16 is \$35,081 to \$70,000. The salary range for 2016-17 is \$36,000 to \$70,000.

### **Section 2. Compensation Model “A”**

#### Teacher Compensation Model “A”

*In accordance with Indiana statute, the EVSC credit based compensation model “A” compensates teachers earning full-time equivalent base salary up to \$63,540 annually based on successes determined by a set of performance standards.*

The amount of performance pay that a teacher is eligible for will be determined by the following formula:

- A. The total negotiated amount for performance pay will be divided by all credits earned by all eligible teachers during a school year which will establish a per credit dollar value. Eligible teachers are those who are in a paid status for a minimum of 120 days in a school year, have a completed evaluation, and receive an evaluation rating of Effective or Highly Effective.
- B. The sum total of credits earned by a teacher will be multiplied by the per credit dollar value to establish the teacher's performance pay for the ensuing year.
- C. The total negotiated amount for performance pay for the 2015-2016 and 2016-2017 school years is \$1,900,000.00 per school year. (The negotiated amount is inclusive of any fixed charges associated with teacher salaries for the district such as FICA, Medicare, Teacher Retirement Fund, VEBA, 401a, 403b).

The Teacher compensation model will award performance pay to teachers earning credits as follows:

- A. Evaluation Rating - Five ( 5) credits:  
Teachers evaluated as Highly Effective and Effective will receive five (5) credits.

B. Academic Need - Two (2) credits (Academic needs are defined as Priority Status Schools):

A Priority Status School is defined as a school that has been designated by IDOE as a Priority School for four (4) consecutive years or more and/or a school that has a free and reduced lunch percentage of 80% or more. The Academy of Innovative Studies First Avenue is included as a Priority Status School. Free and reduced lunch percentage will be determined by the average of the prior year monthly totals for September through May.

The Academic Need credits will be paid out as a stipend in years one and two. Upon completion of the third consecutive year in the same Priority Status School, the sum total of stipends earned each of the three years will be applied to the base salary. For every three years in succession in the same Priority Status School this same procedure will be followed until the current maximum salary is reached.

If a teacher voluntarily moves from a Priority Status School to another Priority Status School the teacher will restart at year one and forfeit the previous year(s) credit.

If a teacher is involuntarily transferred from a Priority Status School to another Priority Status School the three year succession process will continue uninterrupted.

If a teacher voluntarily moves or is involuntarily transferred from a Priority Status School to a non-Priority Status School the three year succession process terminates.

If an itinerant teacher spends 50% or more of the school day working in Priority Status School(s) the teacher would be eligible to receive Academic Need credits provided that all other criteria is met.

3. Professional Development – One (1) credit:

A total minimum requirement to earn the professional development credit is twenty hours (20) as defined in Appendix A.

The teacher has the sole responsibility for providing evidence of professional development to the evaluating administrator. All professional development that is to be considered for the professional development credit must be completed by May 1st during the school year in which said teacher is being evaluated. After this date, any applicable professional development will be applied to the next school year in which said teacher will be evaluated.



All professional development must be uploaded to the EVSC evaluation tool for review and approval by the evaluator.

If a teacher retires who has not reached the maximum salary, the teacher will be paid according to the following formula on the final pay out. The negotiated dollar amount will be divided by the maximum possible credits available for all performance pay eligible employees to establish a dollar value per credit. This dollar amount will then be multiplied by a factor of 1.2 to create the per credit value for retirees who have not reached the maximum salary. This per credit amount will be multiplied by the credits earned by the retiree to establish the performance pay for the year in which the teacher retires.

Teachers that currently receive compensation for additional degrees will continue to receive the additional compensation until such time the individual retires or leaves the corporation.

The Superintendent or designee shall determine placement of newly employed teachers on the placement schedule as shown in Appendix B after review of education, experience, and previous salary. The superintendent or designee shall have the authority to recommend employment of a teacher at an increased rate based upon the needs of the school district and the availability of qualified teachers for the position. If during the hiring process it becomes apparent that the monetary value of the best candidate is such that a higher initial salary warrants more than a five level advancement, or placement above the highest current base salary, the placement will be discussed with ETA.

### **Section 3. Compensation Model “B”**

#### Teacher Compensation Model “B”

*In accordance with Indiana statute, the EVSC credit based compensation model “B” compensates teachers earning full-time equivalent base salary between \$63,540 and \$70,000 annually based on successes determined by a set of performance standards.*

The amount of performance pay that a teacher is eligible for will be determined by the following formula:

- A. The total negotiated amount for performance pay is 2% for the 2015-16 school year and 2% for the 2016-17 school year. The total sum of the increase is based on the employee’s base salary and not inclusive of additional stipends. The performance pay is predicated on the employee earning the sum total of six (6) credits. If an employee earns less than the maximum of six (6) credits the

percentage will be prorated accordingly, e.g. five (5) credits will receive 1.666% added to the base salary. Performance pay can be earned up to \$70,000.00.

Eligible teachers are those who are in a paid status for a minimum of 120 days in a school year, have a completed evaluation, and receive an evaluation rating of Effective and Highly Effective.

The amount that would otherwise have been allocated for the salary increase of teachers rated Ineffective or Improvement Necessary shall be allocated for compensation of all teachers rated Effective and Highly Effective

The Teacher compensation model will award performance pay to eligible teachers as follows:

- A. Evaluation Rating - Five (5) credits.  
Teachers evaluated as Highly Effective and Effective will receive five (5) credits.
- B. Professional Development – One (1) credit.

A total minimum requirement to earn the professional development credit is twenty hours (20) as defined in Appendix A.

The teacher has the sole responsibility for providing evidence of professional development to the evaluating administrator. All professional development that is to be considered for the professional development credit must be completed by May 1st during the school year in which said teacher is being evaluated. After this date, any applicable professional development will be applied to the next school year in which said teacher will be evaluated. All professional development must be uploaded to the EVSC evaluation tool for review and approval by the evaluator.

If a teacher retires who has not reached the maximum salary, the teacher will be paid accordingly on the final pay out provided the employee notifies the corporation of the retirement by February 1<sup>st</sup> of the year in which the teacher retires:

The retiree will be paid out the maximum possible percentage available for all performance pay eligible employees covered by Compensation Model B, provided the retiree is not rated Ineffective or Improvement Necessary on the completed portion of the current year's evaluation.

Teachers that currently receive compensation for additional degrees will continue to receive the additional compensation until such time the individual retires or leaves the corporation.

The Superintendent or designee shall determine placement of newly employed teachers on the placement schedule as shown in Appendix B after review of education, experience, and previous salary. The superintendent or designee shall have the authority to recommend employment of a teacher at an increased rate based upon the needs of the school district and the availability of qualified teachers for the position. If during the hiring process it becomes apparent that the monetary value of the best candidate is such that a higher initial salary warrants more than a five level advancement or placement above the current maximum base salary, the placement will be discussed with ETA.

#### **Section 4. Extra Duties**

Attached hereto and marked Appendix C is a list of the extra duties with pay, which will be effective with the individual teacher's contract for the stated school year, available to teachers in the Evansville Vanderburgh School Corporation. The Board will appoint teachers to perform the extra duty assignments listed on Appendix C and such appointment will be on a year-to-year basis. Appointments are not subject to the provisions of this Agreement providing for grievance and advisory arbitration. Teachers assigned to extra duties by the Board will be paid in addition to their base salary not to exceed the amount or amounts opposite said extra duties on Appendix C attached hereto. Unless otherwise specified for the specific extra duty, teachers assigned to extra duties will also carry a full teaching load.

The corporation shall make every attempt to inform all teachers performing paid extracurricular duties of their retention or dismissal from their extracurricular duties for the next school year prior to the last teacher attendance day of each school year.

#### **Section 5. Multiple Building Assignment**

Teachers with multiple building assignments will receive mileage reimbursement at the established IRS rate(s). Teachers will submit a mileage claim form adopted by the State Board of Accounts to the building principal or immediate supervisor.

#### **Section 6. Principal Designee**

The principal designee shall have no classroom duties when serving as principal for a full day. The principal designee shall be paid an additional twenty-five dollars (\$25.00) for each full day

served as principal designee. The principal designee will be paid twelve dollars and fifty cents (\$12.50) if at least one-half day is served.

### **Section 7. Emergency Classroom Coverage**

The building principal or principal designee may use a teacher's planning period to cover an emergency situation which lasts less than one (1) day. However, administrators may not require use of a teacher, as defined in Article I, to cover the class(es) of a teacher who has registered their absence with the substitute management system, unless a substitute cannot be secured. When a substitute cannot be secured and if the building principal requires a teacher to use his/her planning period to cover an emergency situation, the teacher will receive credit for one (1) class period. When a teacher accumulates a number of class periods equal to the number of class periods in the school day (number of periods per day minus prep period and lunch), an amount equal to one-half of the daily substitute teacher (licensed amount) pay will be deposited into the teacher's Section 403(b) account. The deposits into the Section 403(b) accounts shall be deposited within fifteen (15) days following the end of each quarter, starting October 1 provided the teacher has an established Section 403(b) account. Individuals who have not established a Section 403(b) account prior to the quarterly distribution shall forfeit any distributions earned through the date of the deposit. All accumulations totaling less than a school day shall be carried over to the next quarter and/or school year. In schools that have a separate team plan, the teacher's team plan may be used (without payment) but not interchanged with the teacher's personal plan in lieu of the payment described above. Teachers with a planning period are eligible for class coverage benefits.

## **ARTICLE III**

In all matters related to insurance coverage, the Board agrees that representatives of the Association will participate fully in the selection of insurance carriers. The final decision regarding the selection of insurance carriers will be made by the Board of School Trustees.

### **Section 1. Hospitalization, Surgical and Medical Insurance**

Full-time teachers and those who teach at least one-half of the instructional day qualify for the hospitalization, surgical and medical insurance benefits currently in effect. Monthly employer contributions will be \$503.18 for an employee only coverage, \$948.41 for an employee + one coverage, and \$1,144.60 for a family coverage. Teachers who were under contract prior to May 25, 2005 and who work less than one-half of the instructional day and who are being provided with full benefits will continue to receive full benefits for as long as they sign consecutive teaching contracts. If both spouses are full-time employees, only ONE spouse may elect coverage.

### **Section 2. Dental Insurance**

For dental insurance, eligible employees will pay \$.57 per month for single coverage, \$10.95 per month for single plus one coverage, and \$24.30 per month for family coverage. Teachers will pay 12% of any premium increase.

### **Section 3. Vision Insurance**

For certain vision insurance, employees will pay \$.32 per month for single coverage. Teachers will pay 12% of any premium increase.

### **Section 4. Term Life Insurance**

Full-time teachers and those who teach at least one-half of the instructional day qualify for \$50,000.00 in term life insurance and accidental death or dismemberment for each teacher covered by this Agreement, if said teacher completes enrollment process, up to the amount specified directly below, to the insurance company selected by the Board.

Part-time teachers who teach less than one-half of the instructional day qualify for \$25,000.00 in term life insurance, and accidental death or dismemberment for each teacher covered by this Agreement, if said teacher completes enrollment process, up to the amount specified directly below, to the insurance company selected by the Board.

The covered teaching employee will pay two (2) cents per month toward the basic life insurance premium. Teacher is responsible for 100% of the cost of any supplemental life insurance coverage offered by the corporation.

### **Section 5. Long Term Disability Insurance**

Each regular contract teacher shall be covered by a long-term disability insurance program that provides a minimum benefit of two-thirds (2/3) salary up to age sixty-five (65) if said teacher completes enrollment forms. The Board's contribution shall represent seventy-five percent (75%) of the cost.

### **Section 6. SECTION 125**

The Board will continue a two-tier "cafeteria" style plan in the manner and form authorized by Section 125 of the Internal Revenue Code 1989, the Tax Reform Act of 1986.

### **Section 7. Death While in Active Service**

If a teacher dies while in the active service of the Board, then the unused Accumulated Sick Leave days shall be paid at the rate specified in Article III, Section 13 or Article V, Section 1. Other benefits which will be provided to the survivor(s) of a teacher who dies while under contract include: earned but unpaid wages, life insurance benefits as provided for in the teacher contract, and the right to take advantage of medical/hospitalization insurance for spouse and/or dependents as described under the provisions of COBRA, and a money amount equal to the retirement pay that would have been paid according to Article III, Section 13 or Article V, Section 1.

### **Section 8. Accumulated Sick Leave Days and Pay**

Each full-time teacher employed under regular or temporary contract is entitled to a leave of absence of twelve (12) days per year from work without loss of compensation if such teacher is unable to teach because of temporary disability due to illness, quarantine or pregnancy, medical or dental appointments; and can use these twelve (12) days for illness of the teacher's spouse,

child, parents, or any regular member of the teacher's household. If in any one (1) school year a teacher is absent less than the number of days set out immediately preceding, the remaining unused sick days of that school year will accumulate up to a maximum of one hundred eighty-three (183) days.

A teacher who is employed under a supplemental contract for four (4) weeks or more will receive one (1) additional sick leave day.

A teacher employed under contract for only a portion of the school year is entitled to a proportionate number of sick leave days on the following basis:

Number of Duty Days Employed

Day of Employment	Days Allowed
1 – 25	12
25 – 50	11
51 – 75	10
76 – 100	9
101 – 125	8
126 – 150	7
151 - Last Day	6

All unused Accumulated Sick Leave days for a teacher employed under contract for only a portion of the school year will also be accumulative.

### **Section 9. Accumulated Sick Leave Bonus**

At the close of any school year in which a teacher uses neither Personal Business Leave nor sick days, the teacher shall have three (3) days prorated added to his/her Accumulated Sick Leave days up to the maximum of one hundred eighty-three (183). These days shall be over and above any sick leave or Personal Business Leave days that a teacher has earned during that school year.

This paragraph does not apply to teachers who have reached and maintain the maximum Accumulated Sick Leave days.

## **Section 10. Ongoing VEBA**

The EVSC shall contribute to a Voluntary Employees' Beneficiary Association ("VEBA"), as described in Section 501(c)(9) of the Internal Revenue Code, an amount equal to one percent (1%) of a teacher's base salary into an ongoing VEBA plan. Additional terms and conditions for the administration and operations of the Ongoing VEBA shall be as follows:

- A. **Ongoing VEBA Eligibility Requirement.** The parties agree that the Ongoing VEBA contribution shall be available to all teachers employed by the Board.
- B. The parties agree that all contributions made by the Board to the Ongoing VEBA Plan on behalf of teachers shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for teachers.
- C. **Separate Accounts.** The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his/her account shall be invested among the investment options made available by the investment vendor for the Ongoing VEBA Plan.
- D. **Vesting.** A teacher shall not be one hundred percent (100%) vested in the Board's contribution to this Ongoing VEBA account until he/she has completed his/her fifth (5th) year of service with the EVSC. Any teacher whose contract is terminated during the vesting period by the Board (except due to a reduction-in-force where the teacher is on the recall list) shall forfeit all rights to all non-vested amounts contributed by the Board on the teacher's behalf to the Ongoing VEBA Plan.
- E. **Costs.** The Board shall not be paid any compensation for its services performed on behalf of the Ongoing VEBA. All costs incurred in the administration of the Ongoing VEBA and investment fees shall be paid from the Ongoing VEBA assets.
- F. **Forfeiture.** If an employee retires or otherwise terminates employment before satisfaction of the requirement set forth in (D. Vesting) above for any reason, the terminated employee's Ongoing VEBA contribution shall be forfeited. The forfeited amounts shall revert to the EVSC to be used for future retirement benefits.

## **Section 11. 403(b) Match Program**



Each teacher shall have the option of investing in the 403(b) Match Program up to the maximum allowable under Federal law. The Board shall match such teacher contributions on a dollar-for-dollar basis up to the following percentages of the individual teacher's base teaching salary.

<u>Years of Creditable Service</u>	<u>Employer Match</u>
1 – 16	.75%
17 – 29	1.50%
30+	3.00%

Contributions made by the teacher and by the Board on behalf of the teacher are the property of the teacher.

### **Section 12. Savings Plan 401(a) for all teachers hired on or after July 1, 2004**

- A. The EVSC shall establish and maintain a qualified Section 401(a) Annuity Plan (“401(a) Plan”) The Board will contribute an amount equal to one percent (1.0%) of the teacher’s base salary. The Board shall deposit employer contributions for each teacher into the Section 401(a) Plan maintained by the Board.
- B. The parties agree that all contributions made by the Board to the Section 401(a) Plan on behalf of teachers shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for teachers.
- C. Such deposits will be sent from the EVSC to the vendor on scheduled pay dates.
- D. A teacher will not be fully vested in any contributions made by the Board to the Section 401(a) Plan on behalf of the teacher until the teacher has five (5) completed years of service with the Board. A teacher who is not fully vested in this program and who voluntarily resigns shall not retain any prior partial vesting rights if ever rehired by the Board. Any teacher whose contract is terminated during the vesting period by the Board (except due to a reduction-in-force where the teacher is on the recall list) shall forfeit all rights to all non-vested amounts contributed by the Board on the teacher’s behalf to the Section 401(a) Plan.

### **Section 13. Unused Sick and Personal Business Leave Days For teachers employed on or after July 1, 2004**

The Board will deposit, at the certified substitute teacher rate, not to exceed seventy dollars (\$70.00), per day the present value of up to a maximum of twelve (12) unused sick days and up to three (3) unused Personal Business Leave days annually if the teacher has maintained the minimum of one hundred eighty-three (183) days. The compensation for these days shall be deposited into each individual teacher's Section 401(a) account. The value of these days at the time of deposit will not be discounted in any manner, including the Medicare and Social Security taxes (FICA) that would have been payable if the value of this benefit had been paid directly to the teacher. Teachers who receive compensation pursuant to this buy back provision in any school year shall not be eligible to receive the Accumulated Sick Leave Bonus pay provided in Article III, Section 9.

## **ARTICLE IV**

### **Section 1. Personal Business Leave**

Each regularly employed teacher will be entitled to three (3) days absence per year of employment prorated without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs. The teacher shall use the Personal Leave Request Form to request such leave. Such Personal Business Leave days may be taken in fractional units.

If in any one (1) year of employment a teacher shall be absent on Personal Business Leave for fewer than three (3) days, the remaining day(s) shall be accumulative to a total of eight (8) days. Accumulated Personal Business Leave shall not be used by a teacher for participation in a job action or to engage in other employment. Personal Business Leave days accumulated beyond eight (8) days will be transferred to the Accumulated Sick Leave days provided for in this Agreement. The teacher shall use the Personal Leave Request Form to request consideration for the use of any of the accumulated days provided for in this paragraph.

### **Section 2. Sick Leave Bank**

The Evansville Vanderburgh School Corporation will establish a voluntary Sick Leave Bank (Bank). The Bank days may be used only for the illness of the Bank member.

#### **A. Contributions**

1. Teachers may voluntarily donate one (1) day of their Accumulated Sick Leave to the Bank. The Board will contribute a one-time match of one-half (1/2) day per teacher day contributed to the Bank at Bank's inception. This contribution will entitle Bank members to withdraw benefits as listed below. All days donated to the Bank lose their identity as individual leave days. If a Bank member should leave the corporation, days donated by said member shall not be transferred to another corporation.
2. After the initial contribution of one (1) day, the members will be asked for an additional one (1) day contribution only when the accumulation of days in the Bank falls below five hundred (500) days. If a member refuses to contribute a day as requested by the Bank Committee, said teacher would cease to be a member of the Bank. However, in the event a current member of the Bank has no accumulated leave days to contribute, he/she may retain membership until

September 1 of the next school year. At that time, said teacher will reimburse the Bank the appropriate number of days from his/her new allotment.

3. A Bank member who has received Bank days must remain a Bank member until all granted Bank days are repaid to the Bank. The repayment will be at a rate of one (1) day per school year.

New teacher vesting requirement - Effective July 1, 2015 all newly hired teachers who voluntary choose to participate in the Sick Leave Bank by contributing one (1) day to the Bank when hired must complete 90 days in a paid status to be eligible for the benefit.

4. All teachers new to the Bank may access a maximum of forty (40) days for the remainder of the initial school year. Beginning with the second year in the Bank, a teacher who has used zero (0) Bank days the first year as a member, will start the second year with one hundred eighty (180) days. If the member has used Bank days the first year, the member will, at the start of the second year, have access to the remainder of the one hundred eighty (180) days. A teacher, who becomes a Bank member after the first year as an EVSC employee, must pay all past assessments since employment to become a member of the Bank.
5. Annual enrollment in the Bank must be completed by 4:00 p.m. on August 31 for membership to commence September 1.
6. There will be no withdrawals of days from the Bank except through the process listed in this document.

## **B. Granting of Days**

A member of the Bank may be granted days from the Bank under the following conditions:

1. The teacher's Accumulated Sick Leave and Personal Leave days must be exhausted and the teacher must have been out of school for a period of five (5) consecutive attendance days without salary of any kind. Upon approval, salary shall return starting with the sixth day.
2. Written application by a Bank member or his/her family, accompanied by a physician's certificate verifying the nature, length of disability and prognosis of the Bank member's condition must be submitted to the EVSC Office of Human Resources. Application shall be made within thirty (30) school days prior to the

expiration of all leave. The committee may waive the 30 day period in emergency situations.

3. Up to one hundred eighty (180) days may be taken over a two (2) year period. This period starts the first day the teacher receives Sick Leave Bank benefits. At the end of this two (2) year benefit timeline, or at the end of the one hundred eighty (180) day maximum leave, whichever comes first, a moratorium of one (1) year exists on access to Bank benefits. Following the one (1) year moratorium, members will be eligible for another one hundred eighty (180) days. The committee may require re-certification for continuation of benefits (up to 180 days) as needed.

The Board will administer the Bank. A Bank Committee to approve or deny the requests for benefits will be established. The committee will be composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association. Applications will be acted upon by a majority of the Bank Committee. All decisions of the Bank Committee are final.

In the event a majority of the committee cannot reach a decision, the decision will be submitted to a mutually agreed upon third party to render a final decision. If Bank benefits are granted to the applicant, but the decision is not made by the end of the five (5) day exclusionary period, benefits will be retroactive to the sixth day. If no decision is made within twenty (20) days of the loss of salary and benefits, the applicant will receive Bank benefits until a decision is rendered. If Bank benefits are not granted to the applicant, benefits cease upon notification.

If a teacher is not able to return to employment after the use of all Accumulated Sick Leave days, Personal Business days and the total Sick Leave Bank days granted, he/she may request an unpaid leave of absence. This leave may extend up to a maximum of one (1) calendar year. Application may be made by:

- A. Using the Extended Personal Leave as described in the contract.
- B. If Extended Personal Leave has been used within the previous seven (7) years, the teacher will be granted the leave under Board Policy 3430.

At the end of this one (1) year extension, the teacher must return to work or sever employment with the EVSC.

Upon any teacher's return to full-time assigned duty, any entitlement to Accumulated Sick Leave, personal leave, vacation, holidays and/or any other similar benefits shall be reduced on a

prorated basis. No additional leaves of absence will be granted to any teacher during the period when Sick Leave Bank days are being utilized.

### **Section 3. Presidents Leave**

The Association and the Board agree that the Association president shall be released full-time from his/her duties to fulfill certain obligations as president of the Association. The replacement for the president will be hired on regular contract with all the benefits defined in this Agreement. The Association shall reimburse the Board for the cost of the Association president's released time by paying a share, equal to one-half the released time, of the salary, other money expenses related to employment of the Association president as a teacher, fringe benefits, and co-curricular stipends. The Board shall pay, in full, all ECA stipends for services rendered while serving as president. Further, the ETA shall pay, in full, all ECA stipends if the ETA decides to pay the ECA stipends for services rendered by the president at the time of his/her election. In all of the above cases, the total expenses shall be included in the salary reported to Indiana Public Retirement System.

Upon return from the leave provided for in this section, the Board will allow the teacher the option to return to his/her original school.

### **Section 4. Professional Meetings and Workshops**

The Board may grant to teachers a leave of absence without loss of compensation to attend professional association conventions such as, but not limited to, the National Council of Mathematics Teachers, the International Reading Association, professional meetings relating to educational workshops, seminars, or conferences sponsored by industry, professional associations, colleges, universities, or governmental agencies concerned with public school matters.

The building level computer coordinator may be granted professional leave for up to four (4) days for the purpose of staff development, expanding technology services, and facilitator training. These days will be assigned in cooperation with the building principal.

### **Section 5. Sabbatical Leave**

The purposes of a sabbatical leave are to provide an opportunity for the career teacher to meet the ever-increasing need for excellence in teaching, to adapt to a constantly changing profession, and to increase his/her professionalism.

A sabbatical leave for study may be granted when, in the considered judgment of the Board of School Trustees, the professional competence of the applicant and the general welfare of the students of the Evansville Vanderburgh School Corporation will be benefited. Such study must be directed toward the completion of either an approved Specialist or Doctoral program from an officially recognized Specialist or Doctoral degree granting agency. The approved course of study to be followed, outlining the plan for completing either degree program, must be submitted with the request for leave.

**ELIGIBILITY:** Any full-time teacher with a minimum of seven (7) continuous and active years in the Evansville Vanderburgh School Corporation at the date of application may be eligible to apply for a sabbatical leave. The continuous years of service must immediately precede the sabbatical. Substitute contracts are not recognized in computing years of continuous service.

**LIMITATIONS:** A sabbatical leave may be granted for not more than one (1) school year. The maximum number of leaves per year granted to teachers shall not exceed one percent (1%) of the total number of teachers.

#### **APPLICATION PROCEDURE**

- A. Application forms are available from the office of Human Resources.
- B. All applications for sabbatical leave must be submitted to the superintendent on or before February 1.
- C. At the discretion of the superintendent, shorter notice may be acceptable depending upon the nature of the opportunity or emergency arising.
- D. The applicant will be notified of approval or rejection within sixty (60) days.

**APPROVAL OF LEAVE:** All approvals for sabbatical leaves must be made by the Board of School Trustees upon the recommendation of the superintendent.

#### **COMPENSATION**

- A. Each individual granted a sabbatical leave shall receive one-half of his/her basic salary for the school year in which the sabbatical leave is granted, contingent upon the teacher completing one (1) full year of service following the teacher's return from sabbatical leave. The amount shall be paid to him/her during the first year following the leave. Upon returning to teaching, the recipient will be granted a contract paying the teacher's

regular salary, plus the amount due for the sabbatical. Sabbaticals do not constitute teaching experience.

- B. All recipients accepting a sabbatical must enter into a written agreement with the Board in which they pledge to return to the Evansville Vanderburgh School Corporation employment for a period of not less than one (1) year.
- C. Should the recipient fail to complete the one (1) year of regular service in the Evansville Vanderburgh School Corporation upon his/her return, the salary amount due the recipient will be prorated over the time served during the one (1) year following the leave.
- D. Procedures to be followed in the event of the termination of employment of the sabbatical scholar would be the same as if he/she were on active assignment, provided such scholar has previously paid benefit premiums applicable at that time. Should permissive legislation be granted to pay sabbaticals during the learning period, this shall be reopened for negotiation.

## **CONDITIONS**

- A. Membership in major medical and hospital group insurance may be continued by paying the total premium on a monthly basis. The school corporation is not responsible for any late payments made by the teacher. Social Security payments cannot be withheld since the Evansville Vanderburgh School Corporation is not making payments to the recipient.
- B. During a sabbatical leave, Creditable service may be earned. (Creditable service is the amount of time that can be counted in the calculation of the pension portion of the TRF retirement benefit.) TRF is generally able to recognize board-approved leaves of absence granted by a school corporation (employer).
- C. Acceptance of fellowships or sources of supplemental income is permissible so long as they do not impede fulfillment of the purpose for which the sabbatical is granted.
- D. The individual returning after a leave shall have the privilege of resuming his/her former or a comparable position.



## **Section 6. Bereavement Leave**

In the case of death in the immediate family of a full-time teacher under regular or temporary contract, the teacher is entitled to be absent without loss of compensation for a period of not more than three (3) school days for the purpose of attending the last burial rites and attending to other personal matters of the deceased's immediate family members. The above days must be taken within seven (7) calendar days following the death. This period of leave may be extended for a period of two (2) school days if needed by the teacher for the purpose of attending the last burial rites or to attend to personal matters of the deceased, or the teacher may use the two (2) school days at any time during the twelve (12) month period beyond such death for the purpose of attending to the affairs of the deceased. The term "immediate family" shall mean only parent, stepparent, legal guardian, spouse, brother, sister, child, current stepchildren, father-in-law, step father-in-law, mother-in-law, step mother-in-law, current son-in-law, current daughter-in-law, or any other person who at the time of such person's death was living as a regular member of the teacher's household.

In case of a death of a grandparent, grandchild or current legal ward of a teacher, a full-time teacher under regular or temporary contract may be absent without loss of compensation for a period of not more than three (3) school days for the purposes outlined above. The above days must be taken within seven (7) calendar days following the death.

In the case of death of a grandparent of spouse, the teacher's uncle, aunt, first cousin, niece, nephew, current brother-in-law or current sister-in-law, not then living in the household of a teacher, a full-time teacher employed under regular or temporary contract may be absent one (1) school day without loss of compensation for the purpose of attending the last burial rites of such stated family member; provided, however, that the teacher attends such burial rites in person, that said burial rites occur while the teacher is performing duties assigned by the Board, that such burial rites do not occur during the time when the teacher is absent from assigned duties due to vacation, any leave of absence, sick leave, leave for personal business, or extended sick leave.

## **Section 7. Court Leave**

Each full-time teacher employed under regular contract is entitled to a leave of absence without loss of compensation if summoned or subpoenaed to serve on local, state or federal court juries; to testify in court as a witness in a case in which the teacher is not personally involved; to testify in court in any lawsuit arising out of the performance of duties for or employment with the Board; or, to testify before a judicial or legislative body in regard to any matter arising out of the performance of duties for or employment with the Board for the number of days mandated by such summons or subpoena.

The teacher has the option of endorsing his/her court duty reimbursement check over to the school corporation. The payroll officer will then add the amount back into the teacher's forthcoming pay check.

If a teacher is released from jury duty during the teacher's duty day, the following will apply:

- A. If the time of dismissal from jury duty is earlier than 11:00 a.m., the teacher must report to his/her school.
- B. If the time of dismissal from jury duty is 11:00 a.m. or later, the teacher does not have to report to work for the remainder of the day.

### **Section 8. Military Leave**

Teachers entering the military or naval service of the United States pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be given all rights and privileges provided by such Act.

Teachers on training duties of the State of Indiana or on training as a member of any reserve unit will be entitled to a leave of absence with pay up to fifteen (15) days for training duties.

### **Section 9. Association Leave**

The Association will have a total of sixty (60) school days leave with pay for each year of this Agreement. Association leave unused in any given school year can be banked. The Association can designate which of its member(s) may take such leave. The Association president will notify the superintendent/Office of Human Resources when any of its designated members will be on Association Leave. The Association will pay the costs of substitute teachers who may be required to teach in place of its members designated to take the leave provided for in this paragraph.

### **Section 10. Legislative Lobbying Leave**

Nine (9) days in each even-numbered year and thirteen (13) days in each odd-numbered year shall be available for release time for teachers to work on legislative matters, including visits to the Indiana General Assembly and related activities. The Association president will identify the individuals to be released under this provision. No teacher will be released more than four (4)

days in any school year under this section. The Association will continue to work cooperatively with the EVSC to develop and promote a joint legislative program.

### **Section 11. Extended Personal Leave**

Teachers under regular contract who teach one-half or more of the instructional day, may be granted extended personal leave for a period of up to one (1) school year. Such leave will be requested on the Extended Personal Leave Request Form in the same manner as any other leave. Any extended personal leave will be without pay or EVSC contribution to health insurance, vision, dental, LTD, life insurance, or fringe benefit of any kind. However, a teacher who has been granted extended personal leave may continue to participate in the group health insurance and life insurance made available by the Board, as well as other forms of insurance in which the teacher is participating at the time the leave is granted, if the teacher pays the full premium during the extended personal leave period according to the schedule provided by the Office of Business Affairs. If a teacher takes extended personal leave, the affected teacher will not be eligible to apply for additional extended personal leave for a period of seven (7) years.

To be eligible for consideration of leave under the provisions of this paragraph, a teacher must submit a request for leave prior to March 1 preceding the school year in which the leave is to be effective; provided, however, if circumstances develop which result in an unforeseen situation, the superintendent, at his discretion, may waive the March 1 notification date.

Upon return of a teacher from the leave provided for in this section to employment with the Board, the Board will:

- A. Place the teacher in the same school, teaching position or other assignment(s) occupied or performed by said teacher prior to taking this leave of absence, provided the building principals choose to hold the teaching position during the leave of absence.
- B. Declare the teacher excess upon their return and place them according to the excess teacher procedures outlined in the administrative guidelines, provided the building principals choose not to hold the teaching position during the leave of absence.

### **Section 12. Advanced Study Leave**

A leave for advanced study may be granted when, in the considered judgment of the Board of School Trustees, the professional competence of the applicant and the general welfare of the students of the Evansville Vanderburgh School Corporation will be benefited. The Board may

grant a leave of absence without pay for advanced study to permanent teachers hired by the Board. In order to qualify for a leave of absence under this paragraph, a teacher must submit the course of study to be followed with the leave request and carry a full academic load while pursuing such course of study.

Upon return of a teacher from the leave provided for in this section to employment with the Board, the Board will:

- A. Place the teacher in the same school, teaching position or other assignment(s) occupied or performed by said teacher prior to taking this leave of absence, provided the building principals choose to hold the teaching position during the leave of absence.
- B. Declare the teacher excess upon their return and place them according to the excess teacher procedures outlined in the administrative guidelines, provided the building principals choose not to hold the teaching position during the leave of absence.

### **Section 13. Exchange Teaching Programs**

The Board may grant to a teacher a leave of absence without pay for one (1) year renewable each year for a total of two (2) succeeding years to participate on a full-time basis in exchange teaching programs in other states, territories or countries; to participate on a full-time basis in foreign or military programs; to participate on a full-time basis in the Peace Corps, Teachers Corps, Job Corps, or Head Start; and, to work full time with the Indiana State Department of Education.

Upon return of a teacher from the leave provided for in this section to employment with the Board, the Board will:

- A. Place the teacher in the same school, teaching position or other assignment(s) occupied or performed by said teacher prior to taking this leave of absence, provided the building principals choose to hold the teaching position during the leave of absence.
- B. Declare the teacher excess upon their return and place them according to the excess teacher procedures outlined in the administrative guidelines, provided the building principals choose not to hold the teaching position during the leave of absence.

## **Section 14. Professional Development Leave**

Any regular, full-time teacher selected by the Board to provide professional development, peer coaching, training, etc. to employees (in place of his/her regular teaching assignment) will be allowed by the Board to return to his/her original position. This leave is limited to up to the length of the implementation timeline as described in the original grant.

In order to maintain the right to return to his/her original teaching position, the teacher must return to the classroom for a time equal to the length of the leave. A teacher who holds back-to-back (without returning to the classroom) professional development leaves, forfeits his/her right to return to his/her original position.

## **Section 15. Adoptive Leave**

The Board shall grant a leave of absence without pay for up to one (1) year to a full-time regular contract teacher for the purpose of adopting a child. For a teacher adopting a preschool child, either the mother or the father will be allowed to use up to twenty (20) sick leave days within the year of adoption for the nurturing of the new family member.

Upon return of a teacher from the leave provided for in this section to employment with the Board, the Board will:

- A. Place the teacher in the same school, teaching position or other assignment(s) occupied or performed by said teacher prior to taking this leave of absence, provided the building principals choose to hold the teaching position during the leave of absence.
- B. Declare the teacher excess upon their return and place them according to the excess teacher procedures outlined in the administrative guidelines, provided the building principals choose not to hold the teaching position during the leave of absence.

## **Section 16. Anticipated Temporary Disability**

Where a temporary disability can reasonably be anticipated because, but not limited to, scheduled surgery, pregnancy or hospitalization for diagnostic purposes, or any other illness or quarantine where the teacher's attending physician establishes a specific period of time such teacher will be unable to work, the following will apply:

- A. The teacher will report the Anticipated Temporary Disability to the building administrator or immediate supervisor; and, at that time, will project the anticipated period of time when he/she will be unable to work.
- B. If the teacher does not desire to use sick leave for the Anticipated Temporary Disability, the teacher may request a leave of absence with loss of pay up to one (1) year.
- C. If the teacher desires to use sick leave for the Anticipated Temporary Disability, the teacher will remain on the job until such time that the attending physician establishes conclusively that the teacher is unable to work. At the time the teacher is declared unable to work by the attending physician, the teacher is eligible to use available sick leave in accordance with the established policy applicable to such leave. After available sick leave has been used, the teacher may request a leave of absence without pay up to one (1) year. If the Anticipated Temporary Disability, as substantiated by the attending physician, is due to pregnancy, said teacher may request a leave of absence without compensation up to one (1) year any time between the date of commencement of the pregnancy and the date of delivery, provided she notifies the Office of Human Resources at least thirty (30) days prior to the date on which she desires to start her leave.
- D. If requested by the principal, the teacher requesting a leave of absence because of an Anticipated Temporary Disability who continues to perform duties assigned by the Board will submit a monthly statement signed by such teacher's attending physician verifying such teacher's ability to continue to satisfactorily perform the duties assigned by the Board.
- E. In requesting a leave due to temporary disability, the teacher will inform the Office of Human Resources of the desired beginning and ending dates of the projected leave. Unless unusual circumstances prevail, the beginning date will coincide with the beginning date of a semester or grading period and the ending date will be after such teacher has given five (5) school days notice (in writing) that the teacher is available for work. If at any time prior to the date the leave of absence is to start, the Board determines that the teacher's condition affects his/her work, causes incapacitation to the teacher, or the teacher to be off work, the Board may start the leave of absence at an earlier date.
- F. If the temporary disability is emergency in nature, the teacher will immediately inform his/her building principal or immediate supervisor and make proper arrangements for his/her absence as per established policy Accumulated Sick Leave days and, where applicable, Sick Leave Bank days will apply to any leave taken under the provisions as

defined in Article IV, Section 16, qualification(s) and/or fitness of said teacher(s) to return to employment and perform normal assigned duties.

### **Section 17. Worker's Compensation**

Teachers injured on the job shall receive worker's compensation benefits for such medical services as determined by the Department of Labor Industrial Board provided treatment is obtained by the EVSC worker's compensation provider. Teachers injured on the job and treated by the EVSC worker's compensation provider shall receive full salary, minus worker's compensation benefits, for days absent as a result of on-the-job injuries as determined by the Department of Labor Industrial Board. Days absent as a result of on-the-job injuries which are treated by the EVSC worker's compensation provider shall not be charged to the teacher's sick leave days.

## **ARTICLE V**

### **Section 1. 401(a) Benefit For teachers employed on or before June 30, 2004**

The Board will buy back, at the rate of seventy dollars (\$70.00) per day, up to a maximum of twelve (12) unused sick days and up to three (3) unused Personal Business Leave days annually if the teacher has maintained the minimum of one hundred eighty-three (183) days. The compensation for these days shall be deposited into each individual teacher's Section 401(a) account. The value of these days at the time of deposit will not be discounted in any manner, including the Medicare and Social Security taxes ("FICA") that would have been payable if the value of this benefit had been paid directly to the teacher.

Starting June 30, 2006 and each year thereafter, if the teacher is at least age fifty-one (51) years of age the Board will deposit one hundred forty-five dollars (\$145.00 present value) into each teacher's 401(a) account. These funds will not be discounted by Medicare and Social Security taxes (FICA).

Upon retirement, the EVSC will pay seventy dollars (\$70.00) for each Accumulated Sick Leave day up to and including one hundred eighty-three (183) days. These funds will not be discounted by Medicare and Social Security taxes (FICA) and deposited (current value) into the teacher's 401(a) account.

**Vesting Requirement:** The teacher must be at least fifty (50) years of age by December 31st of the calendar year preceding retirement. The teacher must have at least ten (10) consecutive years of service with the EVSC; and the teacher must notify the superintendent of his/her intent prior to February 1st of the calendar year in which he/she wishes to retire; provided, however, that if circumstances develop which result in an unforeseen retirement, the superintendent may waive the February 1st notification date, but even in this circumstance the teacher intending to retire must still make timely written application for the retirement pay.

A teacher who retires prior to the time he/she is fifty (50) years of age shall receive the appropriate amount of retirement pay under this Retirement Pay Plan if the teacher's retirement is necessitated by incapacitation.



## **Section 2. Retirement Lump-Sum Buyout VEBA for teachers hired on or before June 30, 2004**

Vesting Requirement: The teacher must be at least fifty-five (55) years of age by June 30 in the year in which they retire; and must have a minimum of seventeen (17) years of creditable service. The teacher must notify the superintendent of his/her intent to retire by February 1st of the school year in which he/she wishes to retire. The vesting requirements may be waived in cases of retirement caused by incapacitation or extenuating circumstances, provided the retiring teacher provides satisfactory documentation to the Superintendent or designee.

## **Section 3. Early Retiree Insurance Benefits**

Vesting Requirement: The teacher must be at least fifty-five (55) years of age by June 30 in the year in which they retire; have a minimum of seventeen (17) years of creditable service; and a minimum of five (5) current consecutive years of service with the EVSC. The teacher must notify the superintendent of his/her intent to retire by February 1st of the school year in which he/she wishes to retire. The vesting requirements may be waived in cases of retirement caused by incapacitation or extenuating circumstances, provided the retiring teacher provides satisfactory documentation to the Superintendent or designee.

Vested employees will be eligible to participate in the EVSC medical, dental, and vision insurance until he/she is age sixty-five (65) or qualifies for Medicare whichever occurs first. Eligible employees will be required to pay the full insurance premium.

Eligible spouses and/or dependents may remain on the insurance with the retiree until the spouse or dependent qualifies for Medicare.

A retiree who is eligible for the early retiree insurance that loses health insurance coverage during retirement due to a qualifying event may rejoin the EVSC health insurance plan within thirty (30) days of the qualifying event or during an open enrollment period.

For retirees meeting the above criteria who continue to carry family medical insurance, the Board will pay the difference between \$15,030 and the amount the EVSC pays for a family plan at the time the teacher retires. The Board will pay this family amount only as long as the retired teacher has eligible dependents that qualify the teacher for family coverage, is enrolled in an EVSC health insurance plan, and the teacher has not yet qualified for full Medicare coverage. The Board will pay the difference for retirees enrolled in Plan F. Should a retiree choose a different insurance plan, the retiree will be responsible for the cost difference between Plan F and the insurance plan they choose.

**Section 4. Contract Language Defining The Unfunded Retirement Benefits For Those Teachers Hired Before July 1, 2004**

The contract language authorizing the unfunded retirement benefits described in the 2001-2003 and 2003-2006 agreements (401(a) Plan, VEBA) still remains in full effect. See the 2010-14 collective bargaining agreement for reference purposes.

## ARTICLE VI

### **Section 1. Grievance Procedure**

A grievance means, and shall be limited to, an alleged violation or misapplication of a specific provision of this Collective Bargaining Agreement as related to the teacher assignment, and such grievance shall be settled and determined through the following procedure:

**AN INFORMAL GRIEVANCE:** Within seven (7) teacher attendance days of the time the grievant knew or should have known of the act or condition upon which it was based, the grievant must present the grievance to the grievant's principal or the principal's designee by meeting individually and privately, in an informal manner during nonteaching hours. If requested by the grievant, an Association building representative may be present at this informal meeting, in which case the principal may have a person of his/her choice present. Failure to so meet and discuss the alleged grievance shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) teacher attendance days after presentation of the grievance, the principal or the principal's designee shall give an answer verbally to the grievant.

**FORMAL GRIEVANCE - LEVEL 1:** Within five (5) teacher attendance days of the verbal answer, if the grievance is not resolved, it must be filed by the grievant or the Association with the principal in writing, signed by the grievant, on the appropriate grievance form. This written grievance shall: Name the teacher(s) involved; state the facts giving rise to the grievance; state the date such facts arose; identify by reference the specific paragraph(s) of this Agreement alleged to be violated, or the discussion agreement or Board policy as related to the teacher's assignment alleged to be violated; and, state the specific relief requested. Within seven (7) teacher attendance days after receiving the written grievance, the principal shall give an answer in writing, using the agreed to grievance form.

**FORMAL GRIEVANCE - LEVEL 2:** In the event that the grievance is not resolved at Level One (1), or if no written decision has been rendered within the time provided, the grievance may be moved to Level Two (2), provided it is filed with the chief of staff or the within either ten (10) teacher attendance days of receipt of the written answer at Level One (1) or the date on which the answer should have been received. The grievance shall include a copy of all materials and/or evidence previously submitted. The grievant shall submit the written grievance, signed by the grievant, to the chief of staff. The grievant may request a meeting with the chief of staff prior to the issuing of a written decision. The written decision of the chief of staff will be rendered within fifteen (15) teacher attendance days of receipt of such written grievance. The chief of staff or

designee may investigate the grievance, and time up to an additional ten (10) teacher attendance days shall be automatically allowed if the chief of staff determines further investigation is necessary. If, following discussion with the superintendent of schools or his/her designee, the Association is of the opinion that a grievable situation exists which affects a group or class of teachers or involves teachers in more than one building, the Association may submit such grievance in writing to the chief of staff directly and the processing of such grievance shall be commenced at step two (2) of the formal grievance procedure.

In any grievance involving back pay, such grievance shall be filed in writing within seven (7) teacher attendance days from the time the alleged violation was to have occurred. If the grievance involves payment of wages, then it must be filed within seven (7) teacher attendance days of any teacher's receipt of the pay check containing the basis for such grievance. All claims for back pay shall be limited to the amount of wages that the teacher would have otherwise earned, less any unemployment or compensation from any other source that such teacher may have received during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any other case.

Failure at any level of the Grievance Procedure to render the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step, unless said time limit to be extended by mutual consent of the parties. However, a grievance must be moved by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved on the basis of the answer at the previous step. In the event a grievance is filed after May 15 of any year, the Board shall cooperate in processing such grievance prior to the beginning of the next school year.

## **ARBITRATION**

If the grievance is not satisfactorily settled in level 2, the aggrieved employee may submit a written appeal to the Superintendent or designee within five (5) workdays after the decision in Step 2 is rendered. Upon receipt of the appeal, a conference will be scheduled with the aggrieved employee; the (1) Employee representative; the board of school trustees and the Superintendent and/or designee(s). Following the conference, the Superintendent or designee will render a written decision on behalf of the board.

## **ARTICLE VII**

### **Section 1. Effect of Negotiated Agreement**

This Agreement supersedes and cancels all previous Agreements, Memoranda of Agreement or side letters between the parties and constitutes the entire Agreement between the parties.


Should any provision or portion thereof of this Agreement be declared illegal by a court of competent jurisdiction or be in conflict with any State or Federal statute or regulation, such provision or portion thereof shall be deleted from the Agreement, but the remainder of the Agreement shall remain in full force and effect.

**Section 2. Term of Agreement**

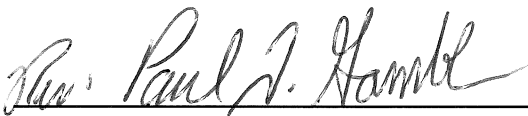
This Agreement shall become effective September 8, 2015, and shall continue in effect through June 30, 2017.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and caused their names to be subscribed by their duly authorized officers and representatives on this 8th day of September, 2015.

EVANSVILLE VANDERBURGH  
SCHOOL CORPORATION



Michael J. Duckworth, President



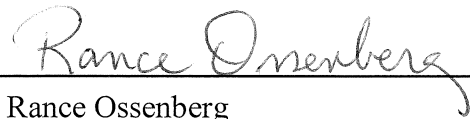
Paul T. Gamblin, Vice President



Andrew C. Guarino, Secretary



Christopher A. Kiefer



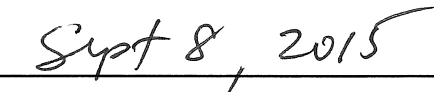
Rance Ossenber



Karen Ragland

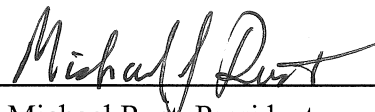


Jeff Worthington

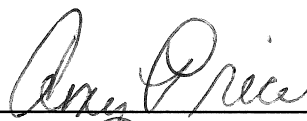


Date

EVANSVILLE TEACHERS  
ASSOCIATION



Michael Rust, President



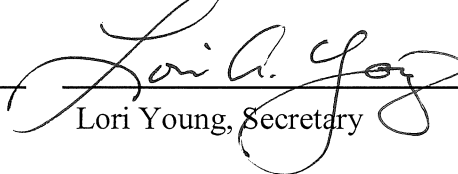
Amy Price, 1<sup>st</sup> Vice President



Sasha Huff, 2<sup>nd</sup> Vice President



Aaron Sisson, Treasurer



Lori Young, Secretary



Date

## Appendix A

### EVSC Professional Development Credit for Compensation Model

Professional Development hours are aligned to the Professional Growth Points as recognized by IDOE for teacher recertification and teacher must demonstrate alignment to SIP, TED (Teacher Evaluation and Development Rubric), or EVSC Continuous Improvement Plan.

- 20 hours of active participation = PD credit for the EVSC Compensation Model
- Professional Development hours must be accrued from May 1 – April 30 each school year and for the EVSC Compensation Model (summer PD will be counted for the following school year).
- For the EVSC Compensation Model, Professional Development hours do not accumulate from year to year.
- 1 College credit hour = 5 hours of active participation
- No more than 50% of the Professional Development hours may come from a single type of activity, for example PLC attendance (with the exception of college credit).
- Documentation must be provided, i.e. EVSC Professional Development Website Attendance, written reflection of development and/or implementation, reading or PD time logs, screen shots of on-line PD, certificate of attendance or completion, official transcript.

## Appendix B

### Salary Placement Schedule

<b>Level</b>	<b>BACH</b>	<b>MASTERS</b>
<b>1</b>	\$36,000	\$36,472
<b>2</b>	\$36,000	\$36,472
<b>3</b>	\$36,000	\$36,472
<b>4</b>	\$36,000	\$37,174
<b>5</b>	\$36,073	\$37,868
<b>6</b>	\$36,751	\$38,568
<b>7</b>	\$37,430	\$40,261
<b>8</b>	\$38,106	\$41,953
<b>9</b>	\$38,784	\$43,650
<b>10</b>	\$39,465	\$45,341
<b>11</b>	\$40,138	\$47,036
<b>12</b>	\$40,817	\$48,829
<b>13</b>	\$41,497	\$50,626
<b>14</b>	\$42,175	\$52,421
<b>15</b>	\$42,852	\$54,213
<b>16</b>	\$43,526	\$56,003
<b>17</b>	\$46,598	\$64,811



## Appendix C

### EXTRA DUTY ASSIGNMENTS

#### EXTRA DUTIES

EXTRA DUTY	
ELEMENTARY/MISCELLANEOUS	STIPEND
Computer Coordinator	\$1,440
Coordinator	\$1,517
Band Director	\$1,663
Choir Director - 1 Hour	\$832
Choir Director - 2 Hours	\$1,633
Orchestra Director	\$1,633
Safety Patrol Sponsor	\$396
Treasurer	\$1,752
MIDDLE SCHOOL	
Computer	\$644
Drama Production	\$644
Intramural	\$644
Math	\$644
Media	\$644
Other	\$644
Publications	\$644
Science	\$644
Speech Coach	\$1,292

Boys Basketball Coach - Varsity	\$1,652
Boys Basketball Coach - Reserve	\$1,652
Girls Basketball Coach - Varsity	\$1,652
Girls Basketball Coach - Reserve	\$1,652
Boys Track Coach	\$1,646
Girls Track Coach	\$1,646
Volleyball Coach – Varsity	\$1,646
Cheerleader Sponsor	\$1,479
Computer Coordinator	\$1,440
Dance Team Sponsor	\$1,479
Band Director	\$1,663
Choir Director	\$2,189
Orchestra Director	\$1,663
Honors Band Director	\$827
Honors Choir Director	\$827
Honors Orchestra Director	\$827
Honors Assistant Band Director	\$610
Honors Assistant Choir Director	\$610
Honors Assistant Orchestra Director	\$610
<b>HIGH SCHOOL</b>	
Academic Coach	\$396
Debate Coach	\$1,257
Extra Science Lab	\$2,560
Speech Coach	\$2,494
Assistant Athletic Director	\$3,975

Assistant Baseball Coach	\$3,503
Assistant Basketball Coach	\$4,297
Assistant Football Coach	\$4,297
Assistant Soccer Coach	\$3,433
Assistant Softball Coach	\$3,503
Assistant Swim Coach	\$3,433
Assistant Track Coach	\$3,433
Assistant Volleyball Coach	\$3,433
Assistant Wrestling Coach	\$3,433
Athletic Trainer	\$8,270
Cross Country Coach	\$2,444
Golf Coach	\$2,149
Tennis Coach	\$2,149
Intramural Director	\$3,225
Equipment Manager	\$3,225
BPA Sponsor-Business Office Lab	\$875
Central Radio Manager	\$1,313
H.S. Cheerleader Coach - Varsity	\$1,585
H.S. Cheerleader Coach - Reserve	\$1,585
H.S. Cheerleader Coach - Freshman	\$1,585
Computer Coordinator	\$1,440
Sponsor of each major H.S. Drama Production (The extra pay in each high school for this function shall be limited to two productions each school year)	\$1,257
Future Farmers of America Sponsor	\$1,313

Paper & Sr. Edition Sponsor	\$1,625
Dance Team Sponsor	\$1,585
Printer of Yearbook & School Paper (for each newspaper and yearbook printed per year)	\$408
Student Council Sponsor	\$779
Band Director	\$6,556
Assistant Band Director	\$6,556
Choir Director	\$2,558
Orchestra Director	\$1,219
Assistant to Band Director	\$1,708
Honors Band Director	\$827
Honors Choir Director	\$827
Honors Jazz Ensemble	\$381
Honors Orchestra Director	\$827
Honors Assistant Band Director	\$610
Honors Assistant Choir Director	\$610
Honors Assistant Orchestra Director	\$610
Psychologist	\$2,423
Counselor - 4 Periods	\$1,212
Counselor - 5 Periods	\$1,584
Counselor - 6 Periods	\$1,944
Counselor – Full Day	\$2,423

## **ASSOCIATION DEDUCTIONS**

The Board agrees to deduct from the wages of its teachers the general and uniform professional dues for the Evansville Teachers Association, the Indiana State Teachers Association, and the National Education Association, and Association-approved voluntary assessments for each teacher in the bargaining unit defined in paragraph 3 whose written and signed authorization and assignment has been submitted to the Board on a form agreed to by the Board and Association. The Association membership year shall be from September 1 to August 31. All memberships are continuing memberships and will continue in effect from year to year unless the member notifies the Association in writing that the member wishes to revoke his or her membership. Any written revocation of membership must be postmarked or received by the Association no later than fifteen (15) days prior to the year in which the membership is to be canceled. Revocation of membership must include a date and original signature. Professional dues and/or Association assessments will be deducted in equal amounts from each payroll check beginning with the first payroll check issued in October, or in equal amounts from the payroll check remaining after notification by the Association that dues are to be deducted. The professional dues deducted by the Board under this paragraph will be remitted to the financial secretary of the Association within thirty (30) working days after the deduction.

As necessary, the Association will certify in writing to the Board the current rate of professional dues to be deducted under the provisions of the above paragraph by September 1, of any year.

The Board agrees to the terms and conditions of this paragraph and of the written and signed authorizations and assignments submitted to it to the extent that this paragraph and such documents are, and each of them is, applicable under existing law.

The Association agrees that it will defend, indemnify and save harmless the Board against any and all claims made upon or any suits instituted against the Board arising out of any action of the Board taken pursuant to the provisions on Association Deductions as set forth in this Agreement.