

# **AGREEMENT**

*BY AND BETWEEN THE*

***BROWNSBURG COMMUNITY  
SCHOOL CORPORATION***

*AND THE*

***BROWNSBURG CLASSROOM  
TEACHERS' ASSOCIATION***



**2010-2011**

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## **RECOGNITION**

In accordance with the Acts of 1973 Public Law No. 217, the Brownsburg Community School Corporation hereby recognizes the Brownsburg Classroom Teachers' Association as the Exclusive Representative of certified employees in the following unit: All full time certified employees as defined in Public Law No. 217 in the Brownsburg Community School Corporation except for:

1. Superintendent of Schools and Associate Superintendent of Schools
2. Assistant Superintendent of Schools
3. Business Manager
4. Director of Facilities (classified)
5. Director of Pupil Services
6. Director of Special Education
7. Director of Human Resources (classified)
8. Principals
9. Assistant Principals
10. Deans of Students
11. High School Athletic Director
12. Middle School Athletic Director
13. Director of Technological Services
14. Director of Guidance
15. Director of Curriculum
16. Assistant High School Athletic Director
17. Director of Challenger Learning Center
18. Director of Harris Academy
19. Assistant Business Manager (classified)
20. Director of Health Services
21. Director of Communications

## ARTICLE I - Teaching Days and Hours

- A. The regular teaching day for each individual school shall begin twenty (20) minutes prior to the first class period and end ten (10) minutes after the last class period of the day. If the administration desires and the teacher is willing, the above time frame may be adjusted to meet the supervision needs but at no time exceed the thirty (30) minutes. However, the total continuous time for a teaching day, including the lunch period, shall not exceed seven and one half (7-1/2) hours per day.

Each year by August 1, the administration will determine the start and end times for teachers and students at each school. The start and end times will not exceed seven (7) hours and thirty (30) minutes except when student dismissal is delayed. These times will be considered an addendum to the contract each year.

Start and end times may be adjusted during the school year in a reasonable way (+/- 10 minutes) to adjust for changes in educational programming and/or for operational purposes. Those changes will be discussed with the BCTA prior to any change.

### For the 2010-11 school year:

- a. The high school day for teachers begins at 7:30 a.m., and ends at 3:00 p.m. Student day begins at 7:50 a.m., and ends at 2:50 p.m.
  - b. The middle school day for teachers begins at 7:15 a.m., and ends at 2:45 p.m. Student day begins at 7:35 a.m., and ends at 2:35 p.m.
  - c. The elementary school day for teachers begins at 8:20 a.m., and ends at 3:50 p.m.. Student day begins at 8:40 a.m., and ends at 3:40 p.m.
  - d. The Harris Academy day for teachers and students begins at 9:05 a.m., and ends at 4:35 p.m.
- B. Teachers shall have at least thirty (30) minutes of continuous time with no assigned duty between the hours of 10:00 A.M. and 2:00 P.M. each day that pupils are in attendance.
- C. Each secondary teacher shall have planning/preparation time equal in length to at least one (1) class period during each regular teaching day. Each elementary teacher shall have a daily planning/preparation period of not less than thirty (30) continuous minutes. Principals shall endeavor to provide at least one hundred seventy-five (175) minutes of student-free planning/preparation time per week.
- Upon request from the principal and by mutual agreement of a teacher there may be flexibility in the above to help meet scheduling needs.
- D. Teacher contract days shall number one hundred eighty-five (185) days, one hundred eighty (180) while students are in attendance, and five (5) designated days when teachers are in attendance and students are not present.
- E. If pupil or teacher attendance day(s) is/are not possible due to inclement weather or other circumstantial reasons, teachers shall not be required to report to work on that day. If pupil attendance days decrease to below one hundred eighty (180) due to previously stated reasons, the days may be made up to one hundred eighty (180) days during the life of the teacher's contract. If the Board should decide to consider making up lost pupil attendance days, the BCTA president shall be informed on the following school day and shall have ten (10) calendar days to meet with the Discussion Committee prior to any official Board action.
- F. Each year there will be a maximum of eighteen (18) required building meetings which will begin at the end of the teacher day and last a maximum of forty-five (45) minutes. If elementary buildings choose to have required building meetings that start before school those meetings will not begin

more than forty-five (45) minutes prior to the teacher's first assigned duty or class. This time is exclusive of activities for which pay is received from the extracurricular salary schedule.

- G. Required corporation meetings will last no longer than one (1) hour and will end by 4:15 p.m. for the secondary level and 5:15 p.m. for the elementary level and Harris Academy. If it is required that the elementary and secondary meet together, the meetings will be no longer than one (1) hour and will be over by 5:15 p.m. These times will be adjusted to corresponding times if the beginning and ending times of schools change. A corporation meeting shall be defined as a meeting in which representatives of three (3) or more buildings meet together to discuss an issue with the intent to arrive at some future outcome. No teacher shall be required to attend more than one sixty (60) minutes corporation meeting per month.
- H. A list of required night meetings will be presented to teachers at the first teachers' meeting of each school year or at the first teachers' meeting following the ratification of the contract. Required night meetings (those defined as starting a minimum of ninety (90) minutes past the regular school day) for which teachers do not receive additional pay will not exceed three (3) per year for elementary teachers and two (2) per year for secondary teachers. These meetings will not exceed ninety (90) minutes and will end no later than 9:00 p.m. Teachers who receive pay from the extracurricular salary schedule shall not count the stipend related events in this number.
- I. Events for which teachers receive Kalpa credit will be voluntary.

## **ARTICLE II - Sick Leave/Family Illness Leave**

- A. Each teacher under contract shall be entitled to be absent from work due to illness, injury, or quarantine or family illness for a total of twelve (12) attendance days the first year of employment by the Board and nine (9) attendance days in each succeeding year without loss of compensation. If the teacher has accumulated sick leave days in the prior school corporation of employment the Board will transfer three (3) days per year starting with the second year of employment and continue doing so until all days have been transferred.
- B. If during any one (1) school year the teacher was absent for such illness, injury, or quarantine or family illness less than the stated number of days, the remaining days shall be accumulative to a total of one hundred eighty-five (185) days. Accumulated sick leave may be used for the personal illness of the teacher and up to one-half of the accumulated sick leave (calculated annually as of the first day of school) may be used for the illness of spouse, child, parent or other person for whom the employee is solely responsible.

Notwithstanding the foregoing, if a teacher has accumulated sick leave of more than one hundred eighty-five (185) days as of June 30, 2004, such teacher shall continue to be entitled to use the larger total, except as otherwise provided:

1. The accumulated sick leave as of June 30, 2004 may not be in excess of two hundred fifty (250) days;
2. This accumulated sick leave total shall be reduced to the extent that the teacher's future use of sick leave days exceeds the annual accrual of sick leave days and personal leave days;
3. For future school years, the maximum accumulated sick leave for the teacher will be the lesser of: (i) the June 30, 2004 accumulated sick leave total or (ii) the accumulated sick leave as of the end of any school year after June 30, 2004; and
4. Accumulated sick leave that is reimbursed, as hereinafter provided, shall not be added to the end of the future school year accumulated sick leave total.

For those persons who have accumulated sick leave at the end of the 2004-2005 school year and for each school year, thereafter, teachers will be reimbursed seventy-five dollars (\$75.00) for each sick leave day and personal leave day that otherwise first accumulates for, i.e., is not used during, the particular school year, subject to the following:

1. A teacher shall only be reimbursed for unused sick leave and personal leave days, converted and added to accumulated sick leave, which would otherwise result in the teacher having sick leave in excess of one hundred eighty-five (185) days at the end of the school year, but for the maximum limit on accumulated sick leave of one hundred eighty-five (185) days;
  2. The maximum number of accumulated sick leave days to be reimbursed for any school year shall be limited to twelve (12), (or thirteen (13) for a teacher who teaches summer school during the particular school year), and an additional three (3) days if the teacher has leave days to transfer from a previous school corporation. This represents the annual maximum accrual; and
  3. Sick leave and personal leave days used by a teacher during a school year shall first reduce the sick leave days and personal leave days otherwise accruing to the teacher for the particular school year and then applied to reduce the accumulated sick leave as of the end of the immediately preceding school year. (This latter limitation is not intended to imply that a teacher may otherwise increase the number of personal leave days otherwise available to a teacher during the school year.)
- C. Teachers on summer employment shall be eligible to use accumulated sick leave during the summer school schedule. A teaching day in summer school shall be equal to a regular school year teaching day. One additional sick leave day will be granted to teachers who teach summer school. If unused, that day will be transferred to the teacher's accumulative total.
- D. Any teacher who has been certified by a physician to be unable to perform his/her duties for medical reasons for a period of time extending beyond the teacher's accumulated sick leave days shall have a teaching position held for a period of time not to exceed one (1) full school year beyond the school year in which the disability was granted. During the disability a teacher may continue his/her group health insurance program by paying the monthly premium to the school corporation's business office.
- E. Catastrophic Illness and Injury Bank – The Sick Leave Bank included in the 2008-09 Master Contract will be eliminated at the end of the 2009-10 school year (May 28, 2010). All days remaining in the Sick Leave Bank at the end of the 2009-10 school year will roll into the new Catastrophic Illness and Injury Bank that begins at the start of the 2010-11 school year.

A Catastrophic Illness and Injury Bank (CIIB) will be established for all teachers who voluntarily contribute one (1) or more of his/her annual or accumulated sick leave days to such a bank.

The voluntary CIIB permits a teacher who is absent from assigned duties due to a catastrophic personal illness or debilitating injury and who has utilized all sick leave, personal leave, and all other paid leave benefits of whatever nature to petition for leave days from the CIIB under the following conditions:

- 1.) In order to participate in the CIIB, a teacher must make his/her contribution within the first thirty (30) days of the school year or the first thirty (30) days after the ratification of the contract or the first thirty (30) days of employment.
- 2.) Only those teachers who voluntarily contribute to the bank may seek to derive benefits. Unused CIIB days in the bank will be carried forward into the next school year.
- 3.) The CIIB will be administered by the Superintendent or the Superintendent's designee. A committee of three (3) teachers appointed by the Association will advise the administrator of the CIIB on the requests of those seeking its benefits. The Superintendent's decision about

the application of use of the bank may be appealed to the Board of School Trustees within fifteen (15) days of receiving the written decision. The granting or denial of days from the CIIB is specifically excluded from the grievance procedure.

- 4.) Should the CIIB committee determine that sufficient days exist, no contributions will be solicited from current CIIB members. New teachers and teachers not already members of the CIIB shall have thirty (30) days to make his/her initial contribution. If the reserve of benefit days of the CIIB becomes depleted in the course of a school year, additional contributions may be requested from all donors. If a teacher fails to make an additional contribution when requested his/her membership and access to the CIIB shall be terminated. If the teacher is currently accessing the CIIB at the time an additional contribution is requested, he/she shall contribute an additional day at the beginning of the next school year. This contribution shall be made even if the teacher determines that he/she no longer wishes to participate in the CIIB and shall be in addition to any other voluntary contribution.
  - 5.) CIIB days may be accessed only after all of the teacher's own sick leave, personal leave, and all other paid leave benefits of whatever nature have been exhausted.
  - 6.) Benefits from the CIIB can only be used for the teacher's own catastrophic personal illness or debilitating injury which extends beyond forty (40) consecutive work days.
  - 7.) After absence of forty (40) or more consecutive, uncompensated work days for the same catastrophic personal illness or debilitating injury, the teacher may apply for a maximum of thirty (30) days from the CIIB. These days may be retroactive if the teacher's own leave days are exhausted.
  - 8.) The CIIB will be confined to the school year and will not be available to summer school teachers or those with extended contracts in the period before or beyond the one hundred eighty-five (185) day school year.
  - 9.) Benefit days may be granted for the period of disability when monies are being received from worker's compensation or short term disability (STD). However, the total amount received shall not exceed the teacher's regular salary. Applicants may also be required to report income from other sources that are received because of the individual's catastrophic personal illness or debilitating injury. Adjustments in benefits may be made in order that the total amount received does not exceed the teacher's regular salary.
  - 10.) All requests to the CIIB must be accompanied by a physician's signed statement confirming the catastrophic personal illness or debilitating injury.
  - 11.) In case of incapacitation, required for the CIIB may be submitted by the agent of or a member of the teacher's immediate family.
  - 12.) No more than thirty (30) CIIB days will be granted in response to one application. Teachers may access the CIIB only one time during any one school year. Once a teacher becomes eligible for long term disability (LTD), CIIB benefits end.
- F. Personal Injury Leave - Up to the first five (5) days of absence due to injury incurred in the performance of contracted employment shall not be charged to the teacher's sick/family illness leave. A doctor's statement must verify the necessary length of absence. Teachers who are absent longer than five days for an injury will need to use accumulated sick leave days and while using these days will be paid the difference of their daily rate minus Workman's Compensation pay.
- G. Family and Medical Leave Act - It shall be the understanding of the BCTA and the Brownsburg Community School Corporation that all required mandates of the federal Family and Medical Leave Act will be followed if they exceed that which is already granted by this contract. No leave provisions of this contract will be reduced to comply with this Act unless established by the negotiation's process.

### **ARTICLE III - Personal Business Leave**

- A. Three (3) days per year will be allowed for each teacher under contract during each school year of such employment for conducting of personal business and/or civic affairs. The coordinator for

substitute teachers shall be notified prior to the absence. In order to be compensated for a personal leave day, a leave form must be submitted to the building principal by the end of the first working day the teacher returns from the personal leave. Personal leave will be granted on a half or full day basis.

- B. The purpose of personal business leave is for personal or civic affairs that cannot be reasonably scheduled outside the regular school day. The Brownsburg Classroom Teachers' Association and the Board of School Trustees believe that personal business leave days are not intended to be used to extend a vacation. Therefore, personal business leave shall not be used for vacation or recreational purposes.
- C. Annually, unused days of personal business leave of teachers under regular contract described in Article III section A shall be converted and added to accumulated sick leave until the maximum sick leave days are accumulated.
- D. Any teacher on a summer teaching contract may use one (1) unused personal business leave day from the previous regular school year during his/her summer employment. This personal business leave day is to be taken in one (1) school day only rather than in two half days.

#### **ARTICLE IV - Maternity Leave**

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires provided she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the following:

- A. Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent of Schools at least thirty (30) days before the date on which she desires to start her leave. The teacher 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.
- B. Sick leave taken in conjunction with the maternity leave may only be charged during the regular school term.

Rights existing at the time leave commences which arise from a teacher's:

1. status as a permanent teacher
2. accumulation of successive years of service
3. service performed under a teacher's contract pursuant to I.C. 20-6.1-4-9, or
4. status of rights negotiated under I.C.20-7.5 shall remain intact.

During the leave of a non-permanent teacher, the period of probationary successive years of service under a teacher's contract which is a condition precedent to becoming a semi-permanent or permanent teacher shall be uninterrupted for that teacher; however, this probationary period shall not include an entire school year spent on leave.

The Superintendent, by certified letter, may request a notice from the teacher on maternity leave forty (40) calendar days prior to the expected date of return from leave stating her intent to return to employment on the date specified on her application for leave. The teacher shall respond within ten (10) days from the receipt of the Superintendent's request if there is a change in the intent of the teacher.

The teacher and the school corporation shall execute a regular teacher's contract for each school year in which any part of the teacher's leave is granted.

Teachers on maternity leave may maintain group insurance coverage as per Article XVI Section I of this contract.

During the leave extending into part of a school year, a teacher shall accumulate sick leave in accordance with the negotiated agreement in the proportion to which the number of days the teacher is paid during such year for work or leave bears to the total number of days for which teachers are paid in the school corporation.

All or part of a leave granted for pregnancy may be charged, at the teacher's discretion, to the teacher's available sick days. However, the teacher is not entitled to take accumulated sick 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.

A teacher who has acquired seven (7) years credit on the salary schedule may have a year previously lost due to maternity/disability leave reinstated to the salary schedule if she acquires proof that the Indiana State Teachers' Retirement Fund will give credit for that year. The proof must be submitted to the Superintendent's office within thirty (30) days of the beginning of the semester for the raise to be retroactive to the beginning of the semester.

#### **ARTICLE V - Study Leave**

An unpaid leave of absence for one (1) school year shall be granted to any teacher, upon application, who has completed at least three (3) years of service in the school corporation. This leave is granted for the purpose of completing a Masters Degree or engaging in study at an accredited college or university or for the purpose of achieving additional teaching background of mutual benefit to the teacher and the Board. In addition, if the study leave is granted for the purpose of full time study (at least twelve hours per semester) at an accredited university to attain an advanced degree in education or in the teacher's area of teaching, or to pursue an advanced degree which would qualify the teacher for another position in the school system, the Board will continue to pay its contribution to the teacher's health insurance premium if the teacher is in the school health insurance program. If the teacher leaves the school corporation for another position within one year after the completion of the study leave, the teacher will repay the premium paid by the Board during the study leave.

#### **ARTICLE VI - Family Illness Leave**

- A. The Brownsburg Community School Corporation recognizes family illness for each teacher under regular contract. Each year the teacher may use his/her allocated yearly sick leave for family illness (up to twelve (12) days the first year of teaching and up to nine (9) days each year thereafter.) Up to one half of accumulated sick leave may also be used for family illness leave. No additional leave days are allocated for family illness.
- B. For the purpose of this Article, family shall be defined as husband, wife, child, ward, parent, any person residing in the household for whom the employee is responsible, or any other relative for whom the employee holds sole responsibility.

#### **ARTICLE VII – Association and Leave Days**

A total of nine (9) association days, no more than three (3) days to be used per person, will be granted per school year for the president of BCTA or designee for lobbying the General Assembly for educational concerns or for ISTA sponsored professional development activities. If a person needs more than the three (3) days,

he/she may appeal to the Superintendent for a waiver of the limit. Forms filled out as usual for association leave. No expenses paid by the corporation other than salary and benefits

#### **ARTICLE VIII - Bereavement Leave**

- A. Each regularly employed teacher under contract shall be entitled to be absent because of a death in his/her immediate family for a period of not more than seven (7) consecutive calendar days. This leave will begin within fourteen (14) days of the date of death. Immediate family shall be defined as husband, wife, son, daughter, step-child, legal guardian, mother, father, father-in-law, mother-in-law, brother, sister, grandchild, son-in-law, daughter-in-law, step-parents, step-sister, step-brother, or any person residing in the household for whom the employee is responsible.
- B. Two (2) school days shall be granted for death leave for grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, of teacher or spouse, or any other relative of the employee for whom the employee is directly responsible. If travel farther than 75 miles is required for attendance at the funeral, teachers may receive three (3) rather than two (2) days of leave. The 75 mile radius shall be computed from the teacher's home. This leave must occur within fourteen (14) days of the date of death.
- C. The fourteen-day time limit may be waived by the Superintendent if unusual circumstances cause a funeral to be delayed.
- D. In the event a legal holiday falls during the leave period, that day shall not count as one of the leave days. Should a make-up day fall on a legal holiday, it shall count as one of the leave days.

#### **ARTICLE IX - Adoptive Leave**

Upon the adoption of a child, the adoptive parent may use up to thirty (30) days of sick/family illness or personal leave, if available, as paid leave time. The staff member will not be permitted to use voluntary sick leave bank days for adoptive leave. This leave may be taken beginning with the day the child is received. Unpaid leave may be taken for one year from the receipt of the child.

During the leave the teacher may continue coverage in any group health insurance program by paying the monthly premium to the school corporation business office.

#### **ARTICLE X - Military Leave**

Military leave will be granted to any teacher who is inducted or enlists in a branch of the armed forces.

#### **ARTICLE XI - Jury Duty Leave**

A teacher called for jury duty shall, during the required period of absence from assigned duty by the school employer, be paid full regular salary less the total amount of per diem allowed earned by such teacher for jury duty. Verified expenses for mileage and parking will be deducted from court payment.

#### **ARTICLE XII - Family Care Leave**

A leave of absence of up to one year without pay or increment shall be granted for the purpose of caring for a sick member of the employee's immediate family.

### **ARTICLE XIII - Paternity Leave**

Upon the birth of his baby, the father may use up to twelve sick/family illness and personal leave days, if available, as paid leave time. This leave may be taken beginning with the day the baby is born. Unpaid leave may be taken for one year from the birth of the baby.

### **ARTICLE XIV - Public Office Leave**

A leave without pay shall be granted to a teacher to serve in public office. Such leaves will be granted annually to an employee for the length of the term of office. Increment pay shall be given in each year the teacher accrues a year of creditable service defined as 120 days of teaching acquired in any one school year.

### **ARTICLE XV - Return From Leave**

Upon return from an extended Board approved leave, a teacher shall have the right to return to a position comparable to his/her previous position, if available, or to a position for which he/she is certified.

### **ARTICLE XVI - Retirement Pay**

- A. As part of the Agreement, the Board and Association included a Memorandum of Understanding expressing the intention to establish a new retirement program, i.e., the "SB 199 severance and retirement plan. In furtherance of this expressed intention, the Board and Association confirm that Article XV, entitled "Retirement Pay", contained in the Agreement immediately before the Effective Date is replaced by the new provisions contained hereinafter and shall not otherwise apply to any teacher retiring or severing employment with the School Corporation on or after the Effective Date, except as otherwise specifically provided in Section F of this new Article XV. Those teachers who retired or severed employment before the Effective Date shall only be entitled to the retirement benefits contained in the Agreement as of the time of his or her retirement, but as it may be otherwise revised from time to time.
- B. Entitlement to Retirement Benefits, Vesting Requirements
- Except as otherwise specifically provided herein, upon retirement from the Brownsburg Community School Corporation, a teacher shall be fully vested in the retirement benefits described in this Article XV if the retiring teacher has satisfied the following requirements:
1. In the fiscal year (July 1 through June 30) of the teacher's retirement, the retiring teacher must have reached at least age fifty-five (55).
  2. Immediately prior to retirement, the teacher must have completed not less than fifteen (15) full years of service as a professional educator.
  3. Immediately prior to retirement, the teacher must have consecutively completed not less than ten (10) full years of service as a professional educator with the Brownsburg Community School Corporation.
  4. The retiring teacher must submit a written unconditional and irrevocable letter of resignation to both the Board and the Superintendent no later than March 1 of the year when retirement is to begin. However, in the event a teacher is unable to give the required notice because of an accident, ill health, or for another unforeseen reason, the teacher may petition the Board for the remainder of his/her entitlement under this agreement.
- C. Actuarial Determination of Value of Current Retirement Pay and Bridge Benefits

The Board and the Association have selected Educational Services Company, Inc. ("ESC") to determine the present value of the unfunded Retirement Pay benefits, as described in Article XV of the Agreement immediately before the Effective Date, ("Retirement Pay"). ESC shall prepare the present value calculations for each eligible teacher.

In making the present value determinations, ESC shall use the following assumptions and those other assumptions contained on the attached data input form:

1. 403(b) Plan. For purposes of the present value calculation of the Retirement Pay, the voluntary 403(b) matching annuity plan, described in Section F of Article XV of the Agreement immediately prior to these amendments, is disregarded.
2. Mortality. For discounted values, the UP94 (Uninsured Pensioner) mortality table will be used.
3. Turnover. With respect to the eligible teachers for whom present value calculations will be made, there shall be an assumed rate for termination of employment of 2.8% for each school year.
4. Interest Rate. The assumed interest rate for purposes of determining the present value is 4.0% for the first three (3) years of the calculations and then 7.0% for each subsequent year thereafter. The assumed interest rate for cash flow purposes shall be 4%.
5. Retirement Pay. The anticipated amount of the Retirement Pay shall be determined using the amount of annual benefit described in Article XV of the Agreement, immediately prior to these amendments.
6. Retirement Age. It is assumed that a teacher terminates employment at the end of the school year in which the teacher attains age 58 or at the end of the current year, if the individual is already 58 or older. (However, if a teacher continues employment after the attainment of age 58 or older, this does not preclude the teacher from sharing in any future forfeiture.)
7. Adjustments. Unused accumulated sick leave days and accumulated years of service shall be considered in the determination of the present value of the future Retirement Pay, but subject to the following adjustments:
  - (a) Each teacher will be deemed to accrue an additional four (4) days of sick leave for the current school year and for each subsequent school year through, but not beyond, the school year in which the teacher would attain age 58. For purposes of these calculations, the deemed accumulation of sick leave shall not exceed the current individual limit on sick leave accumulations. For those teachers who are currently at least age 58, no further accruals of unused accumulated sick days will be assumed to occur. (The inclusion of projected, accumulated sick leave in the present value calculations does not otherwise change a teacher's entitlement to use actual sick leave days, while employed, nor does it change the number of sick leave days otherwise available to a teacher, while employed.)
  - (b) Each teacher will be deemed to accrue an additional year of service for the current school year and for each subsequent school year through, but not beyond, the school year in which the teacher attains age 58. For those teachers who are currently at least age 58, no further accruals of years of service will be assumed to occur.
  - (c) The present value of the future Retirement Pay will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the Retirement Pay of Article XV of the Agreement, immediately prior to these amendments, had subsequently been paid directly to the teacher.
8. Health Insurance. For the purpose of the calculations under this Article only, the annual post-retirement single or family health insurance premiums will be assumed to be \$3,100.

Irrespective of the anticipated date of retirement, no further increase in this annual cost is to be assumed. Furthermore, payments will be deemed to terminate when the teacher would otherwise be eligible for Medicare. Teachers who retired under the old retirement plan (retired 2004-2005 or before) will have their health insurance premium (when paid by the Board) frozen at the \$3,100 per year level.

9. Excluded Teachers. For teachers hired after June 30, 2002, they shall not be entitled to any payment for the eliminated Retirement Bridge or Severance Benefits. In other words, no contribution shall be made for teachers hired or rehired on or after June 30, 2002.
10. Rehired Teachers. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or restored if an individual is subsequently rehired or re-employed by the School. However, if the Board shall have approved a leave of absence, such period of leave shall not result in forfeiture provided the teacher shall promptly return to employment following the expiration of the period of leave. Furthermore, for purposes of this item 11, a teacher shall be deemed to be on an approved leave of absence while the teacher remains on recall status following a reduction in force, but for no more than two (2) school years.
11. Calculation Date. The present value of the Retirement Pay under the Prior Agreement shall be calculated, effective as of June 30, 2002.
12. Funding. Within a reasonable period of time following the issuance of the bonds intended to fund the retirement buyout described herein and the subsequent establishment of the 401(a) Plan and VEBA described hereinafter, the School Corporation shall contribute the calculated amounts to said 401(a) Plan and VEBA. Irrespective of the actual date of the contribution, only the present value of the Retirement Pay calculated as of June 30, 2002 shall be contributed to the 401(a) Plan and VEBA. Accordingly, notwithstanding any contrary provisions herein, the School Corporation shall not be obligated to also contribute assumed earnings for the period between June 30, 2002 and the date of contribution.
13. Verification of Information. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of June 30, 2002: age, years of service, and accumulated sick leave. ESC shall assist in the preparation of this verification sheet for each teacher; however, the School Corporation will forward the basic data to the respective teachers. Corrections must be returned to the School Corporation by the date established by the School Corporation. (Corrections not returned to the School Corporation by a teacher or the Association until after the date established by the School Corporation shall be disregarded.)

Using the above assumptions and the other assumptions contained on the attached Data Input form, ESC shall prepare the present value calculations for each teacher and the contributions described hereinafter will be made. (In the joint determination of the Board and the Association, the calculated contribution totals for each teacher may be incorporated as part of this amendment or maintained as a separate document.)

#### D. VEBA

1. Contributions. The School Corporation shall contribute to a voluntary teachers' beneficiary association ("VEBA") as described in section 501(c)(9) of the Internal Revenue Code (the "Code") that amount representing the present value of the group health insurance benefits as calculated for all eligible teachers under Section C. A committee of the Board and the Association shall select the organization administering the VEBA, the single investment vendor for the VEBA, and the terms and conditions for the administration and operations of the VEBA, but subject to the other provisions contained in this Section D.

2. **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 or her account shall be invested among the investment options made available by the selected investment vendor for the VEBA.
3. **Vesting.** Until such time that an teacher has retired and satisfied the eligibility requirements set forth in Section B of this Article XV, the teacher shall have no access to the assets held in his or her separate VEBA account.
4. **Forfeiture.** If a teacher retires or otherwise terminates employment before satisfaction of the requirements set forth in Section B of this Article XV, for any reason, the terminated teacher's separate VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts in the same manner as was used by ESC in originally determining the present value of the unfunded benefits. Therefore, the VEBA accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA account:
  - (a) Teachers who have forfeited their VEBA accounts in the same year;
  - (b) Teachers who previously forfeited their VEBA accounts; and
  - (c) Teachers who have attained age 58 and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of teachers who have attained age 58, but not terminated employment may share in the reallocated forfeiture, but on a reduced basis and otherwise determined in the same manner as was used by ESC in originally determining the present value of the unfunded benefits.

5. **Distributions.** Following retirement and the satisfaction of the requirements set forth in above Section B, a retired teacher may use the amounts held in his/her separate VEBA account to pay health, dental, and vision insurance premiums, term life insurance premiums, and unreimbursed medical expenses as described in Code §213(d) of the teacher, spouse, and dependents. Furthermore, following the death of the teacher, who had otherwise satisfied the requirements of above Section B before his or her death, any amounts remaining in the deceased teacher's VEBA account may continue to be used to pay these premiums and expenses of the teacher's spouse and dependents. Any amounts not eventually distributed to or for the benefit of the teacher, spouse and/or dependents may then be distributed to or used for the benefit of the deceased teacher's designated beneficiary, if any, in such manner as allowed by the Code and the Treasury Regulations thereto. Otherwise, the deceased teacher's VEBA will thereafter be forfeited and reallocated among the remaining VEBA participants in the manner described in subsection 4 of this Section D. (At no time may the VEBA make loans to a teacher, his/her spouse, or dependents.)
6. **Costs.** The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. However, to the extent allowed by applicable law, the School Corporation shall be reimbursed by the VEBA for its reasonable expenses incurred in the administration of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets in a reasonable manner as determined by the School Corporation.

#### E. 401(a) Plan

1. **Contributions.** The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan"). The total sum of the amount calculated by ESC as the present value for the Retirement Pay, exclusive of amounts contributed to the VEBA, shall then be contributed by the School Corporation to the 401(a) Plan. A committee of the Board and the Association shall select the single investment vendor for the 401(a) Plan. The 401(a) Plan's terms and conditions for the administration of the VEBA will be determined by the School Corporation, except that the other provisions contained in this Section E shall apply.

2. **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 or her account shall be invested among the investment options made available by the selected investment vendor for the 401(a) Plan. Should the amount contributable for a teacher exceed applicable limits on contributions contained in the Internal Revenue Code, contributions allocable for an affected teacher may be made in separate Plan Years to otherwise comply with applicable tax laws.
3. **Vesting.** Until such time that an teacher has retired and satisfied the eligibility requirements set forth in Section B of this Article XV, the teacher shall have no access to the assets held in his or her separate 401(a) Plan account.
4. **Forfeiture.** If a teacher retires or otherwise terminates employment before satisfaction of the requirements set forth in Subsection B of this Article XV, for any reason, the terminated teacher's 401(a) Plan account shall be forfeited. The forfeited amounts shall not be returned to the School Corporation. Instead, forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) Plan accounts in the same manner as was used by ESC in originally determining the present value of the unfunded benefits. Therefore, the 401(a) Plan accounts of the following teachers will not share in the reallocation of a forfeiture of a 401(a) Plan account:
  - (i) Teachers who have forfeited their 401(a) Plan accounts in the same year;
  - (ii) Teachers who previously forfeited their 401(a) Plan accounts; and
  - (iii) Teachers who have attained age 58 and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, 401(a) Plan accounts of teachers who have attained age 58, but not terminated employment may share in the reallocated forfeiture, but on a reduced basis and otherwise determined in the same manner as was used by ESC in originally determining the present value of the unfunded benefits.

5. **Distributions.** Following retirement and the satisfaction of the requirements set forth in Subsection B of this Article IX, a retired teacher may elect to commence distributions from his 401(a) Plan account. If an teacher shall die after having satisfied the requirements of Section B of this Article XV, the deceased teacher's 401(a) Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. (At no time may a participant borrow from his 401(a) Plan account.)
6. **Costs.** The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. However, to the extent allowed by applicable law, the School Corporation shall be reimbursed for its reasonable expenses incurred in the administration of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the 401(a) Plan assets in a reasonable manner as determined by the School Corporation.
7. **Additional Plans.** The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or, for administrative convenience, maintained as part of the 401(a) Plan. Furthermore, in its sole discretion, the Board may establish other retirement plans described in section 457 of the Code in addition to any plan described in section 401(a) or 403(b) of the Code.

F. Retirement Savings Plan, 403(b)

A voluntary 403(b) matching annuity plan will be provided for actively employed teachers. If a teacher chooses to participate, the amount to be contributed by the Board and matched by the

employee shall be 3% of the employee's base pay at the beginning of the school year. The employee may contribute his/her 3% to any School Corporation approved annuity vendor. The employer will pay its 3% to the contracted vendor, VALIC. This vendor may be changed by mutual agreement of the Board and the Association. Each employee shall be 100% vested in the employer's 3% contribution; however, the remaining terms of this 403(b) matching annuity plan shall be included in a plan document developed by the Board in accordance with applicable law.

For the 2010-11 contract year the Board contribution for the matching annuity plan shall be 3% of the employee's base salary at the beginning of the school year less five hundred dollars (\$500.00). This 2010-11 adjustment in Article XVI – Retirement Pay, F, Retirement Savings Plan, 403(b) shall not be subject to status quo.

#### G. Future Adjustments

The parties agree that this Article XV, or any other provision of this Agreement, as amended, does not constitute an expectation of receiving the enumerated retirement benefits by any current teacher, future teacher, prospective teacher or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and the Association may, in the future, bargain modifications of any kind to a provision of this Agreement, provided however, that the expiration or revision of this Article XV shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Article XV.

### **ARTICLE XVII - Wage Related Benefits**

#### A. Health Insurance

The employer shall provide for those contracted teachers and their immediate family members who elect to participate, a health insurance plan for a twelve (12) month period beginning with the first (1st) day of eligibility. The employee shall have the choice of plans mutually agreed to by the Association and the employer. The Board shall pay \$340.00 of a single member's monthly premium beginning January, 2009. The Board shall pay \$820.00 of a family member's monthly premium beginning January, 2009. When both husband and wife are employed by the school corporation, the Board shall pay \$840.00 of a family member's monthly premium beginning January, 2009. If the Board's contribution is greater than the premium cost, the Board will pay the entire premium less one dollar per year paid by the teacher.

#### B. Section 125 Benefit Plan

A Section 125 Benefit Plan will be offered to all employees as specified under the terms of the Section 125 contract. Employees may reduce salary annually at the start of each plan year by up to fifty percent (50%) of salary for the selection of benefits, under section 125 of the Internal Revenue Code, which are non-taxable benefits of health insurance, long term and short term disability, life insurance, non-reimbursed medical costs, and dependent care. Administrative costs of the plan shall be paid by the Board. Individual monthly administrative costs for each employee's plan shall be paid by the employee.

#### C. Term Life Insurance

The employer shall provide for those teachers who elect to participate and are under contract a term life insurance plan for a twelve (12) month period beginning on the first (1st) day of eligibility on the following basis:

1. Coverage shall be a \$50,000 term life policy with accidental death and dismemberment per enrollee.
2. The Board shall pay up to \$25.00 per month per enrollee for the cost of the term life insurance premium.

3. The teacher shall pay the additional amount over the \$25.00 per month of his/her premium amount. This shall be deducted from his/her salary and paid to the insurance carrier.
4. If the Board's contribution is greater than the premium cost, the Board will pay the entire premium less one dollar per year paid by the teacher.
5. Teachers retiring before age 65 may convert the term life policy to a personal term life policy by paying the monthly premium in full to the business office by the 18th of each month. This coverage may continue until the teacher reaches age 65 at the same rate per thousand as is paid by the corporation for teachers who are still actively employed. The A. D. & D. coverage does not continue.

D. Dependent Life Insurance

The employer shall provide for those teachers who elect to participate and are under contract a dependent term life plan beginning the first day of eligibility on the following basis:

1. Coverage shall be for the spouse and child(ren) or any other dependent, ward or person for whom the employee is the legal guardian until the child, children, ward, reaches ages 19 (23 if unmarried and a full time student.)
2. Coverage amounts shall be spouse \$5000; dependent age birth to 14 days \$1500; dependent age 14 days to the month he/she becomes 19 years old (23 years if unmarried and a full time student) \$3000.
3. The Board shall pay up to \$1.50 per month for the cost of this term life insurance for dependents.
4. The teacher shall pay the additional amount over the \$1.50 per month of his/her premium amount. This shall be deducted from his/her salary and paid to the insurance carrier.
5. If the Board's contribution is greater than the premium cost, the Board will pay the entire premium less one dollar per year paid by the teacher.
6. This coverage for dependents shall become effective November 1, 1991. After this initial start date the policy shall coincide with the teachers' term life policy.

E. Income Protection Insurance

The employer shall provide, for each teacher who chooses to participate and is under contract, an income protection plan for a twelve-month period beginning with the first day of eligibility on the following basis:

1. A minimum of 66 2/3% of salary to age 65 for the first five full, continuous years of disability.
2. The plan shall carry a consumer price index with yearly escalator clause for those on disability.
3. A waiver of premium upon disability.
4. The Board shall pay up to \$35.00 per month toward the teacher's premium cost for the income protection plan.
5. Each teacher shall pay the additional amount over \$35.00 per month of his/her premium cost. This shall be deducted from his/her salary and paid to the insurance carrier.
6. If the Board's contribution is greater than the premium cost, the Board will pay the entire premium less one dollar per year paid by the teacher.

F. Tax Sheltered Annuities

The Board shall provide each teacher the opportunity to participate in a voluntary tax sheltered annuity program. The current participating list of companies is available in Human Resources. Employees shall be able to purchase or alter annuity contracts at any time.

G. Credit Union

The school corporation will establish payroll deductions for voluntary participation in a credit union. Selection of the credit union shall be by mutual decision of the Association and the Board.

H. Dental and Vision Insurance

Dental insurance and vision insurance will be effective February 1, 2001 at a rate not to exceed payment for a single plan or \$14 per month for each policy, whichever is less.

I. General Terms of Insurance Program

1. A teacher who terminates his/her employment at the end of the school year or is terminated or rified at the end of the school year shall have all insurance coverage continued until September 30 of that year with all Board contributions made through August 31. A teacher who terminates his employment during a school year or is terminated during a school year shall forfeit all rights to further insurance contributions from the date of termination.
2. Any teacher who participates in an insurance program and who is actively employed for more than ninety (90) days and less than one hundred eighty-five (185) days in a given school year, and who goes on unpaid leave, shall have his/her Board insurance benefit paid through August 31 (coverage through September 30) at the same percentage rate as the percentage of days on active pay status divided by one hundred eighty-five (185). This percentage payment will begin with the payment following the beginning of the unpaid leave.
3. Any teacher who is employed less than ninety days during a school year when he/she goes on unpaid leave may maintain insurance coverage during the leave by paying monthly the full premium cost to the business office during the time he/she is on leave.
4. Teachers retiring, covered on the health insurance plan, may continue coverage by paying the monthly premium in full to the business office by the 18th of each month. This coverage may continue until the teacher reaches age 65 or becomes Medicare eligible. Surviving spouses and dependents of a teacher covered on the health insurance may also continue coverage under these same guidelines until the spouse and/or dependents become eligible for other group health coverage or Medicare or the dependent no longer meets the Plan definition of eligible dependent.

J. VEBA Plan

There will be no corporation VEBA contribution made for the 2009-10 and the 2010-11 contract year to the in-service VEBA. The following language represents the contributions made for the 2007-08 and the 2008-09 contract years as indicated.

Employees Hired Prior to September 1, 2007

1. The Brownsburg Community School Corporation will provide an annual contribution to an individual VEBA for each teacher who was employed on a regular contract by the school corporation on September 1, 2007.
2. The contribution amount shall be negotiated annually.

3. Fees for the VEBA will be deducted from each participant's account.
4. Teachers who were employed on or before September 1, 2007 will be considered vested and may use his/her VEBA account after s/he signs his/her fourth consecutive contract in Brownsburg.
5. Teachers who were employed on or before September 1, 2007 and holding individual VEBA accounts who leave the school corporation through resignation or retirement are considered vested and may use his/her VEBA account after September 1 of the year s/he leaves the corporation.

Employees Hired After September 1, 2007

1. Teachers whose regular contract began after September 1, 2007 and before May 30, 2008 shall have the negotiated amount placed into a common unallocated account. (Account 2007) These teachers will be considered vested in these funds in the 2010-11 school year provided they are still employed with the corporation.
2. Teachers whose regular contract begins after May 30, 2008 shall have a VEBA contribution placed into an unallocated account. Separate unallocated accounts shall be established for the pool of teachers hired on a regular contract during/for each school year. (Account 2008, Account 2008, etc.)
3. Unallocated account funds shall be invested in a guaranteed fund and deposited into this fund on June 20 of each year.
4. The amount of the annual contribution to the unallocated VEBA shall be negotiated each year. For the 2008-09 school year this contribution is \$300.00.
5. The teacher shall have no access to the funds in the unallocated account and shall not be considered vested until the signing of his/her fourth consecutive contract. After the signing of the fourth consecutive contract, an individual VEBA account shall be opened for each teacher.
6. Any teacher who leaves employment prior to the signing of his/her fourth contract shall forfeit all amounts in the unallocated VEBA.
7. At the beginning of the teacher's 4<sup>th</sup> year of employment, all remaining teachers included in the initial unallocated account shall share equally in the assets of the account. These assets shall include any the net total account including earned interest minus any reasonable administrative fees incurred in maintaining the account. Administrative fees shall not exceed the fees paid by any other VEBA accounts offered in BCSC.
8. The assets from the unallocated account shall be divided equally and deposited into the teacher's individual VEBA account by September 15 of each year and the teacher shall be considered vested and have access to his/her funds.
9. Upon the establishment of an individual VEBA account, future annual deposits for each teacher shall be made into his/her individual VEBA.

**ARTICLE XVIII - Non-Use of Leave**

For a full-time teacher who does not use any sick, personal, or family illness leave during the course of the teacher's regular school year, the Board will pay that teacher an additional two hundred twenty-five dollars (\$225.00). For a full-time teacher who is absent one (1) day during the course of the teacher's regular school year, the Board will pay that teacher an additional one hundred fifty dollars (\$150.00). For a full-time teacher who was absent for two (2) days during the course of the teacher's regular school year, the Board will pay that teacher an additional seventy five dollars (\$75.00). Said payment will be made with the last

paycheck of the contract. Non full-time teachers who meet the above mentioned criteria will be paid their FTE percentage of the above stated amounts. This payment will be made without a deduction of a day(s) from the teacher's accumulated sick leave and shall be considered exclusive of donations to the sick leave bank.

#### **ARTICLE XIX - Use of School Buildings**

- A. The Association and its representative may have the right to use school buildings as provided for by the Brownsburg Community School Corporation.
- B. When a date for an Association meeting has been scheduled on the school master calendar, no other meeting will be scheduled by the employer for that time period that will be mandatory for teachers to attend. The Association will not schedule a meeting on the master calendar during the time in which another school function is scheduled. No more than one Association meeting per month may be scheduled on the master calendar.
- C. The Association may use the faculty bulletin boards and the teachers' mailboxes.

#### **ARTICLE XX - Grievance Procedure**

This Grievance Procedure, hereinafter referred to as "Procedure," stipulates the conditions under which and the procedure by which grievances alleged by certain school employees as defined in this Agreement shall be processed. If any such grievances should arise they shall be submitted to the following grievance procedure.

- A. Definitions - As used in this Procedure
  - 1. A "Grievance" is a claim by one (1) or more teachers of a violation, misapplication, or a misinterpretation of this contract, or the policies of the Board.
  - 2. "Superintendent" shall be defined as the chief administrative officer of the school corporation or any person(s) designated by him to act in his behalf in dealing with Grievances under this Procedure.
  - 3. "Grievant" shall be defined as the school employee or the Association making the claim.
  - 4. "Days" shall be defined as school calendar days. During the summer recess, days shall be defined as work days.
- B. Structure
  - 1. Nothing contained herein shall be construed as limiting the right of any school employee having a complaint to proceed independently of this Procedure.
  - 2. The teacher may be represented by any person(s) of his own choosing at all levels of the Procedure. The teacher will inform the appropriate administrator at least twenty-four (24) hours prior to the meeting, of the teacher's intent to be represented.
  - 3. There shall be no additional evidence, material, allegation or remedy submitted by the employer or grievant or his/her representative during the grievance process once a formal grievance has been filed at Formal Level Three.

- C. Procedure

The number of days indicated at each level should be considered as maximum. The time limits specified may, however be extended by mutual agreement of the parties.

1. Informal Grievance - Whenever an employee believes there has been a violation, misapplication or misinterpretation of the Contract or policies of the Board he/she should present the complaint to his/her principal or immediate supervisor or his/her designee stating why he/she may have a grievance. Within five (5) days or less after the meeting the principal or immediate supervisor or his/her designee shall give his/her answer orally to the employee.

2. Formal Grievance

a. Level One:

- (1) Within thirty (30) days of the time the grievant first knew or should have known of the act or condition upon which the grievance is based, including all claims for back pay, the grievant must present the formal grievance to his/her principal or immediate supervisor or his/her designee in writing, signed by the grievant on the appropriate grievance form. If the contractual rights of the Association are alleged to have been violated, the grievance will be filed by the President of the Association. The written grievance shall name the school employee(s) involved, shall state the facts giving rise to the grievance, shall identify by specific reference all articles or sections of this Agreement or Board policies alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said articles or sections, and shall indicate the specific relief requested.
- (2) Within five (5) days after receiving the written grievance, the principal or supervisor or his/her designee shall communicate his/her answer in writing to the grievant.

b. Level Two:

- (1) In the event that the grievance is not resolved at Level One the grievant may appeal the decision to Level Two provided said appeal is filed with the Superintendent within five (5) days of receipt of the written answer at Level One. The appeal shall include a copy of all materials and evidence previously submitted and a copy at the same time shall be given to the principal or supervisor involved.
- (2) Within five (5) days from the receipt of the grievance the Superintendent shall hold a formal hearing(s) where all evidence from both parties is presented. The Superintendent has five (5) days after the date of the hearing to render his decision.

c. Level Three:

- (1) In the event the grievance is not resolved at Level Two, the grievance may be submitted to the school employer within seven (7) days of the receipt of the Superintendent's written answer. Upon receipt of said appeal, the school employer shall hold a formal hearing within fifteen (15) days to hear both sides of the complaint. Within ten (10) days of the hearing the school employer shall give a ruling on the grievance.
- (2) If the grievant is not satisfied with the decision of the Board, he/she may appeal to a court of competent jurisdiction.

D. Miscellaneous

1. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.

3. All necessary forms for grievance procedures set forth in this Procedure shall be provided by the Association. (Appendix A).

#### **ARTICLE XXI - Dues Deduction**

- A. The school employer shall on receipt of the written authorization of a school employee deduct from the pay of such employee any dues or other assessments of the Association, including the National Education Association and the Indiana State Teachers' Association. The authorization for payroll deduction of Association membership dues shall be on a continuing basis unless revoked, in writing, by the employee through the Association between the dates of August 1 and August 31. Upon termination of a contract the employer shall deduct all unpaid Association dues from remaining paycheck(s). By September 15, the Association shall provide the employer with a list of continuing members, and signed authorization forms for all new members. By September 15, the Association shall provide the employer with a list of continuing members, and signed authorization forms for all new members. Persons employed after September 15 may be added to the payroll deduction list upon written authorization of the employee and dues will be deducted in a manner mutually agreed to by the Association and the employee.
- B. The Board shall deduct such sum in twenty (20) equal payments, beginning with the fifth pay period. The deductions shall be remitted not less frequently than monthly to the Association.
- C. It shall be the sole responsibility of the Association to furnish the written authorization to the school employer for a deduction of any and all dues to be taken from said employee's compensation for services without any liability on the part of the school employer.
- D. If any discrepancies or errors are made by the employer, the employee will not bring suit against the employer. However, any such error will be rectified when brought to the attention of the employer. The employer shall furnish the Association with a list of employees and the amounts being deducted for dues immediately following the first payroll that dues are deducted.

#### **ARTICLE XXII - Severability Clause**

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. However, the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted Article, Section, or Clause.

#### **ARTICLE XXIII Professional Development Bonus Pay**

Teachers will be empowered to participate in decisions determining the scope, subject, time, and providers of professional development programs and activities related to this article that improve their delivery of instruction to students.

The Professional Development Committee recognizes the following areas in which professional growth activity may be carried out for the purpose of this article: a.) Workshops and institutes approved for CRU's by the Professional Teaching Standards Board; b.) Professional development workshops and presentations; c.) Interactive audio-video systems available in professional development; d.) College credit courses.

Professional development Units may be earned in the following areas:

1. Content area knowledge and skills
2. Professional ethics and standards of conduct

3. Corporation building or program priorities and objectives
4. Discipline management
5. Applicable federal and state laws
6. Child development, including research on how children learn
7. Diversity and special needs of student population
8. Integration of technology into educational practices
9. Ensuring that students read on or above grade level
10. Diagnosing and removing obstacles to student achievement
11. Instructional techniques that are considered "best practice"
12. Increasing and maintaining parental involvement

The Professional Development Committee shall be responsible for the approval of Professional Development Units for salary bonus, and the decision of the Professional Development Committee shall be final. All professional development is to be submitted for approval prior to the commencement of the activity.

The Professional Development Committee will consist of two teacher members appointed by the BCTA and two administrative members appointed by the Board of School Trustees. The Professional Development Committee will approve/disapprove applications for PDU's on a monthly basis through the end of the school year. Documentation of completion of the PDU's must be turned in by May 31<sup>st</sup> of each year. Payment of the bonus will be made in the following January.

**PROFESSIONAL BONUS PAY**

Teachers earning less than 45 hours of PDU's in any year may carry those hours into the next school year as in the past. The first PD bonus pay made under the new plan will be calculated at the end of the 2007-08 school year and will be made in January of 2009.

**Professional Bonus Pay - starting June 1, 2008**

To be paid for the first time beginning January 2009.

<b># of Hours</b>	45	60	75
<b>Bonus Pay</b>	\$500	\$750	\$1,000

Beginning June 1, 2007 a new plan will begin in which teachers may earn \$750 for 60 hours and \$1000 for 75 hours. Each year on May 15<sup>th</sup>, a teacher will be given the opportunity to declare to the Professional Development Committee that he/she wishes to be paid for the PDU's earned or that he/she wishes to roll them to the next year in order to earn a higher bonus. A teacher, who does not declare intent and intends to roll hours by May 15<sup>th</sup>, will be paid the bonus earned, if applicable, for that year. Once a teacher is paid a bonus, his/her PDU count goes back to zero and he/she begins again for the next year.

Hours and / or days used for this PDU bonus may not come during the 185 days of contracted teacher's time. Times outside of the school day or year are eligible.

Money set aside for Professional Development bonus will be tracked as part of the teacher negotiation package. Money set aside for Professional Development bonus, but not used in one contract year, will be carried over to meet the obligation of the Professional Development bonus in the next contract year.

In order to receive the PDU bonus, a teacher must be employed with the Brownsburg Community School Corporation at the time of payment. The only exception will be teachers who have retired in the year preceding the payment, or on approved leave; and those teachers will receive the Professional Development bonus pay if they earned at least 45 workshop hours in their last year of employment.

The amount of Professional Development Bonus Pay due a teacher in January, 2011 will be postponed for 1 year, to be paid January, 2012. In order to receive the payment in January, 2012, the staff member must be employed at the time of payment unless the separation of employment is due to retirement. Teachers reduced due to a reduction in force in 2010 will follow this Article and will be eligible to be paid for his/her

earned 2009-10 PDU Bonus no earlier than January, 2012 or the January following his/her return date, whichever comes later. Teachers reduced due to a reduction in force in 2010 who do not return to a teaching position within the Brownsburg Community School Corporation shall not receive his/her earned PDU Bonus for 2009-10.

No Professional Development Bonus hours may be accrued in 2010-11. All certified staff may begin accruing PD bonus hours again in the 2011-12 school year to be paid in January, 2013.

PD hours completed in 2010-11 may be entered into Kalpa for the teacher's recordkeeping purposes; however, no cash bonus will be paid for these hours completed in 2010-11 nor can the hours be banked for future payment.

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**ARTICLE XXIV - Salary Schedule 2010-11**

The 2010-11 Salary Schedule reflects a freeze of teachers' salary at the 2009-10 levels, except for the salary lane changes between BA, BA+18, BA+36, MA, MA+15, BA+51, MA+30, or BA+66.

<b>YEAR</b>	<b>BA</b>	<b>BA +18</b>	<b>MA or B+36</b>	<b>MA+15 or B+51</b>	<b>MA +30 or B+66</b>
0	36,500	37,000	37,500	38,000	38,500
1	36,500	37,000	37,500	38,000	38,500
2	37,035	37,535	38,912	39,412	40,561
3	37,693	38,193	39,658	40,158	41,314
4	38,535	39,035	40,586	41,086	42,252
5	39,375	39,875	41,515	42,015	43,352
6	40,215	40,715	42,443	42,943	44,128
7	41,368	41,868	43,371	43,871	45,067
8	41,968	42,468	44,482	44,982	46,190
9	42,568	43,068	45,769	46,269	47,484
10	43,168	43,668	47,051	47,551	48,778
11	43,368	43,689	50,000	50,500	51,500
12	43,368	43,689	50,338	50,838	52,286
13	43,368	43,689	52,073	52,573	53,916
14	43,368	43,689	53,857	54,357	55,718
15	43,368	43,689	55,592	56,092	57,469
16	43,368	43,689	57,326	57,826	59,224
17	43,368	43,689	59,183	59,683	61,100
18	43,368	43,689	60,917	61,417	62,852
19	43,368	43,689	62,547	63,047	63,661
20	43,368	43,689	64,219	64,719	65,889
21	43,368	43,689	68,100	68,600	70,000

- A. The basic salaries of teachers are set forth in the 2010-11 salary schedule. Such salary schedule shall remain in effect during the remaining term of this agreement, specifically through August 10, 2011.

Teachers will receive their basic salary (including pay for extra duty assignments) divided among twenty-six (26) bi-weekly paychecks. Except as otherwise specifically provided hereinafter, but otherwise in accordance with section 409 A of the Internal Revenue Code and the Treasury Regulations thereto ("409A"), the time or schedule of any payment of salary will not be accelerated.

- A. A teacher who severs employment during the school year (i.e. due to resignation, death, etc.) will receive their remaining pay in a final paycheck on the next regularly scheduled pay day.
- B. Teachers resigning at the end of the school year will continue to receive their remaining pay on the regular twenty-six (26) paycheck schedule.
- C. Teachers retiring for purposes of the Indiana State Teacher Retirement Fund at the end of the school year will receive their remaining pay no later than the last payday in June of the

year of retirement.

The foregoing provisions shall be construed and administered in a manner to comply with 409A and shall not be amended or terminated in a manner that would cause a teacher's salary to be subject to early inclusion in income as provided in 409 A.

- B. As part of a teacher's duty to obtain his/her salary listed on this schedule, a teacher shall complete his/her assigned duties and responsibilities as determined and assigned by the employer during the time period stated in Article I, Teaching Days and Hours.
- C. Annually, a teacher must have an official college transcript or a letter of intent to complete on file by June 1. If a letter of intent to complete is filed, the official college transcript must be filed no later than thirty (30) days after the semester begins. Semester hours not verified by official transcript will not be counted for salary purposes.
- D. Adjustments to any higher salary scale be presented to the Board two (2) times each year. Open periods to record college credit shall extend thirty (30) days beyond the beginning of either school semester and pay adjustments shall be retroactive to the beginning of the same semester.
- E. All college work recognized for credit on the salary schedule must be from a member of the North Central Association of Secondary Schools and Colleges or from a college of an equivalent accrediting association.
- F. Teachers hired before August 15, 1997 shall receive credit on the salary schedule for all inside and outside the corporation teaching experience which is recognized by Indiana State Teacher Retirement Fund or from an elementary or secondary school which is state accredited. No teacher will be employed in excess of credit authorized by this schedule. Teachers who are initially hired after August 15, 1997 with five years or less experience will receive credit on the salary schedule for all inside and outside the corporation teaching experience which is recognized by Indiana State Teacher Retirement Fund or from an elementary or secondary school which is state accredited. No teacher will be employed in excess of credit authorized by this schedule. However, at the Superintendent's discretion, a teacher with more than five years of teaching experience may be hired at any experience level five years or higher which does not exceed his/her actual years of experience. Any teacher hired at less than his/her actual number of years of experience will earn two years of salary credit for each year worked in Brownsburg until all of his/her years of experience credit earned at other accredited schools have been reestablished. Also at the Superintendent's discretion, up to four years credit on the salary schedule may be granted for honorably discharged veterans of active military duty. Teachers must verify active duty years and honorable discharge within thirty (30) days of the beginning of the semester in order for credit to be retroactive to the beginning of that semester. Each twelve months of active duty may be credited with one year on the salary schedule up to four (4) years. Nothing in this section will alter any experience credit granted to teachers hired before August 15, 1997.
- G. The BA+18, BA+36, BA+51 and BA+66 column will require:
  - 1. A Bachelors Degree in the field of Education or licensed subject area.
  - 2. All work to be counted in the eighteen (18), thirty-six (36), fifty-one (51) or sixty-six (66) hours above the Bachelors Degree will be in graduate work earned after the date the Bachelors Degree is granted.
  - 3. The 18, 36, 51 or 66 hours will:
    - a. Be in the teacher's major area of assignment, or,
    - b. Apply to a higher degree in Education, or,
    - c. Qualify him/her for a license that will benefit the teacher and the school employer.

4. The hours counted are to be semester hours or converted to semester hours.
- H. The MA+15 and MA+30 column will require:
1. A Masters Degree in the field of Education or licensed subject area.
  2. All work to be counted in the fifteen (15) or thirty (30) hours above the Masters Degree will be in graduate work earned after the date the Masters Degree is granted.
  3. The 15 or 30 hours will:
    - a. Be in the teacher's major area of assignment, or,
    - b. Apply to a higher degree in Education, or,
    - c. Qualify him/her for a license that will benefit the teacher and the school employer.
  4. The hours counted are to be semester hours or converted to semester hours.
    - a. The BA+66 column will require:
      - b. A Bachelors Degree in the field of Education or licensed subject area.
      - c. All work to be counted in the sixty-six (66) hours above the Bachelors Degree will be in graduate work earned after the date the Bachelors Degree is granted.
- I. When days on a contract exceed one hundred eighty-five (185), the days shall be paid at the per diem rate.

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## ARTICLE XXVI - Entire Agreement Clause

This agreement supersedes all previous contracts or agreements, verbal or written or based on alleged past practices, between the school employer and the exclusive representative and constitutes the entire agreement between both parties. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Should any article, section or clause of this collective bargaining agreement be declared illegal by a court of competent jurisdiction, the article, section or clause as the case may be, shall be automatically deleted from this collective bargaining agreement to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect.

## ARTICLE XXVII - Terms of Agreement

This contract shall be in effect as of August 11, 2010 and shall continue in effect through August 10, 2011 except by mutual agreement.

This contract shall not be extended orally and it is expressly understood that it shall expire on the date(s) indicated.

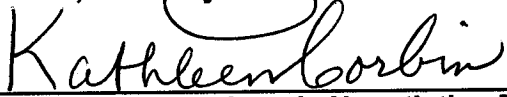
This contract is entered into this 8<sup>th</sup> day of March, 2010 by and between the Board of School Trustees of the Brownsburg Community School Corporation and the Brownsburg Classroom Teachers Association.

Upon the signing of the 2010-11 contract, the Brownsburg Classroom Teachers Association and the Board of School Trustees of the Brownsburg Community School Corporation agree that the 2009-10 contract is settled as status quo of the 2008-09 contract.

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

**BOARD OF SCHOOL TRUSTEES**  
**Brownsburg Community School Corp.**

  
\_\_\_\_\_  
President, David Ayers

  
\_\_\_\_\_  
Spokesperson, Employer's Negotiation Team:  
Kathleen Corbin

**BROWNSBURG CLASSROOM**  
**TEACHERS ASSOCIATION**

  
\_\_\_\_\_  
President, Greg Rosemeyer

  
\_\_\_\_\_  
Spokesperson, BCTA Negotiation Team:  
Judie Edwards

**APPENDIX "A"**

Grievance No. \_\_\_\_\_

- Copies to:  
1. Principal  
2. Association  
3. Teacher

**GRIEVANCE FORM**

Submit to Principal:

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

A. Date Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance

2. Relief Sought

\_\_\_\_\_  
Signature of Grievant Date

C. Disposition by Principal:

\_\_\_\_\_  
Signature of Principal Date

D. Position of Grievant and/or Association:

**LEVEL II**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition by Superintendent or Designee:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL III**

A. Date Submitted to Board

B. Disposition and Award of Board

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date of Decision

**APPENDIX "C"**

**Memorandum of Understanding – 409(a) Regulatory Language**

1. Teachers will receive their basic salary (including pay for extra duty assignments) divided among twenty-six (26) bi-weekly paychecks. Except as otherwise specifically provided hereinafter, but otherwise in accordance with section 409A of the Internal Revenue Code and the Treasury Regulations thereto ("409A"), the time or schedule of any payment of salary will not be accelerated.
  - A. A teacher who severs employment during the school year (i.e. due to resignation, death, etc.) will receive their remaining pay in a final paycheck on the next regularly scheduled pay day.
  - B. Teachers resigning at the end of the school year will continue to receive their remaining pay on the regular twenty-six (26) paycheck schedule.
  - C. Teachers retiring for purposes of the Indiana State Teacher Retirement Fund at the end of the school year will receive their remaining pay no later than the last payday in June of the year of retirement.
2. The foregoing provisions shall be construed and administered in a manner to comply with 409A and shall not be amended or terminated in a manner that would cause a teacher's salary to be subject to early inclusion in income as provided in 409A.



Kathleen Corbin  
Superintendent of Schools



Greg Rosemeyer  
President of the BCTA



Kimberly Armstrong  
President of the School Board



Judie Edwards  
Spokesperson for the BCTA

5-12-08

Date signed by last official

4-28-08

Date signed by last official