

CONTRACT

BETWEEN

THE BLUFFTON-HARRISON

TEACHERS' ASSOCIATION

AND

THE BOARD OF SCHOOL TRUSTEES

OF

BLUFFTON-HARRISON M.S.D

2017-2018

Dated: September 18, 2017



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PREAMBLE

Teachers, administrators, and members of the Board of School Trustees of the Bluffton-Harrison Metropolitan School District have the common goal of providing the best possible education for the children and youth of the school district. Effective communication among classroom teachers, administrators, and members of the Board is essential to achieving this goal.

The Board and the Association recognize that it is in the best interest of both parties that all dealings between them continue to be characterized by mutual responsibility and respect. The welfare of children is paramount in the operation of schools and will be promoted by both parties.

AGREEMENT

This AGREEMENT, by and between the Board of School Trustees of the Bluffton-Harrison Metropolitan School District, hereinafter called the "Board," and the Bluffton-Harrison Teachers Association, hereinafter called the "Association," is an agreement with respect to school employees' salary, wages, and salary and wage fringe benefits, including accident, sickness, health, vision, life, disability, retirement benefits, and paid time off for teachers in the Bluffton-Harrison Metropolitan School District.

ARTICLE 1 – RECOGNITION

The Board recognizes that teaching is a profession. The Board recognizes the Association as the sole and exclusive bargaining representative of all personnel that are in the bargaining unit described as follows:

"All certified employees under written contract in the Bluffton-Harrison Metropolitan School District except for the Superintendent, Assistant Superintendent (Administrative Assistant), Principals, Assistant Principals (Administrative Assistants), Special Education Director, High School Athletic Director, Middle School Athletic Director, Social Worker(s), Area 18 Vocational Director, Director of Guidance, Boys' Varsity Basketball Coach, Girls' Varsity Basketball Coach, Varsity Football Coach, Varsity Baseball Coach, and Varsity Softball Coach."

With respect to the obligations contained in this Contract to negotiate with the Association matters with respect to school employees' salary, wages, and salary and wage fringe benefits, including accident, sickness, health, vision, life, disability, retirement benefits, and paid time off for teachers in the Bluffton-Harrison School District, it is understood that nothing contained herein shall be construed to deny or restrict to any teacher or to the Board rights they may have under Indiana Code or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.

1.1 Exclusive Representative

The Board hereby recognizes the Bluffton-Harrison Teachers Association as the exclusive representative of teachers in the school corporation.

1.2 Definitions

- 1.2.1 The term, "teacher," when used in this Contract, shall refer to "all certified employees under written contract in the Bluffton-Harrison Metropolitan School District except for the Superintendent, Assistant Superintendent (Administrative Assistant), Principals, Assistant Principals (Administrative Assistants), Special Education Director, High School Athletic Director, Middle School Athletic Director, Social Worker(s), and Area 18 Vocational Director, Director of Guidance, Boys' Varsity Basketball Coach, Girls' Varsity Basketball Coach, Varsity Football Coach, Varsity Baseball Coach, and Varsity Softball Coach."
- 1.2.2 The terms "Board" and "Association" shall include authorized officers, representatives, and agents.
- 1.2.3 The term "school corporation," when used in this Contract, shall refer to the Bluffton-Harrison Metropolitan School District of the County of Wells of the State of Indiana.
- 1.2.4 The term, "Regular Teacher's Contract," shall refer to the official form used for the employment of teachers as prescribed by the Indiana Department of Education.

ARTICLE 2 – PAID LEAVES

2.1 Definition

Any leave days described in this Article shall be granted in proportion to the full time equivalency of the teacher.

2.2 General Leave

A teacher shall be granted a total of twelve (12) days each year for the following purposes:

2.2.1 Personal illness of the teacher.

2.2.2 Illness, or quarantine of a member of the teacher's immediate family. Immediate family shall mean current spouse, child, parent or any person with whom the teacher lived for a substantial period as a child as if such person were the teacher's parent, parent of current spouse, sibling, son-in-law or daughter-in-law of the teacher, grandparent, grandchild, any person domiciled and residing in the teacher's home as a member of the teacher's family.

2.2.3 Medical or dental appointments for the teacher or a member of the immediate family. It shall further be defined that this provision may be used for the purpose of taking members of the immediate family to or from a health care facility for activities relating to illness, or the birth of a child. Additionally, a maximum of one (1) family medical leave day shall be granted for the birth of a grandchild (grandfather or grandmother).

2.2.4 Transaction of personal business.

2.3 Use of General Leave Days shall be subject to the following restrictions:

2.3.1 When the leave is taken for any of the reasons set forth in items 2.2.2, 2.2.3, and 2.2.4 and can be anticipated, the teacher shall submit to the building principal a written statement stating the date(s) requested.

2.3.2 A leave for reason 2.2.4 cannot be taken on a regular contract day immediately before or after a school vacation for purposes of extending a vacation; however, for extenuating circumstances that are not for the purpose of extending a vacation, a teacher may provide written documentation to the superintendent for special consideration.

2.3.3 A teacher who is absent for more than four (4) consecutive school days in any school year may be required to produce a medical statement after the fourth (4th) day of absence at the discretion of the Superintendent.

2.3.4 A teacher who is absent for more than nine (9) school days which have been documented for reasons numbered 2.2.1, 2.2.2, and 2.2.3 under 2.2 in any school year will, on the tenth day, be allowed to use days from his/ her accumulated sick days for reasons 2.2.1, 2.2.2, and 2.2.3 under 2.2. The documentation will be recorded on the General Leave Accounting Form.

- 2.3.5** In the event that all General Leave days are exhausted in a school year, the teacher will be allowed to use days from his/ her accumulated sick days for reason number 2.2.1, 2.2.2, and 2.2.3 under 2.2. Family Medical Leave Act will be honored as directed by statute.
- 2.3.6** General Leave days shall be charged in full or half-day units.
- 2.3.7** At the end of a school year, up to two (2) unused days will be converted to two (2) personal days for retirement purposes and will accumulate up to the greater of (1) twice the current amount OR (2) 15 additional days and the remaining unused days will accumulate as sick leave up to a total of one hundred eighty (180) days.

Situations may arise that may require special consideration. In such cases, the teacher may submit a written request to the Superintendent explaining the special circumstance. The Superintendent may approve of modifications in the General Leave days. The determination by the Superintendent is final and is not subject to any grievance procedure.

2.4 Transfer of Sick Leave

If a teacher accumulated one (1) or more sick days in another school corporation prior to employment by the Bluffton-Harrison Metropolitan School District, they shall be added to his/her sick days up to three (3) days each year until the accumulation from the previous employment is exhausted. This provision applies only to that corporation which employed the teacher immediately prior to employment by the Bluffton-Harrison Metropolitan School District.

If a teacher's contract is non-renewed or terminated with the Bluffton-Harrison Metropolitan School District for the express purpose of reducing staff, all remaining accumulated sick leave from the previous school corporation will be credited to the teacher's accumulated sick leave on the last working day of the final contract.

2.5 Reporting Requirement

A reasonable effort shall be made to provide written accounting of accumulated sick leave days with each paycheck.

2.6 Sick Leave Bank

The purpose of the Sick Leave Bank is to relieve its members from undue financial burden due to absence from work on a long-term basis due to illness, injury or incapacitation of sufficient severity to make their presence at school medically inadvisable.

2.7 Sick Leave Bank Administration

The Sick Leave Bank shall be administered by a committee of five (5), two of which shall be appointed by the president of the Association, two by the Superintendent, and one by mutual agreement of the Association and the Superintendent.

- 2.7.1** Each committee person shall be appointed for a two (2) year period and may be reappointed to succeed himself/herself; however, in the first year, one Association appointment and one Superintendent's appointment shall be for only one year.
- 2.7.2** The Superintendent shall promptly schedule a meeting of the committee when a request for use of the bank is received. Special meetings may be called at the request of any committee member.

- 2.7.3 At the first meeting each year, the entire membership of the committee shall select one member to act as chairperson for the duration of the year. Any official action of the committee shall require a majority vote for approval. The presence of four (4) members shall constitute a quorum.
- 2.7.4 Vacancies on the committee shall be filled as soon as possible by the appropriate appointing official.
- 2.7.5 The Superintendent shall prepare an annual report summarizing activities of the Sick Leave Bank.
- 2.7.6 Requests for use of the Bank and requests to donate days shall be made on official forms developed mutually by the Association, the Board, and members of the committee.

2.8 Criteria for Use of the Bank

The committee shall use only the following criteria when considering requests for use of the Bank:

- 2.8.1 All current and previously accumulated sick leave days and accumulated personal leave days must have been exhausted by the individual.
- 2.8.2 Days granted shall begin the second school day after exhaustion of all individual sick leave and personal leave.
- 2.8.3 The applicant must be a current participant in the Bank.
- 2.8.4 If, as a result of a pregnancy and/or birth, a medical problem occurs for an employee, she may be eligible to apply to the sick leave bank.
- 2.8.5 If requested by the committee, the applicant must submit a certified review of his/her medical history and a prognosis by the attending physician indicating the anticipated date of return to work.
- 2.8.6 Illness must be of a serious nature, to be determined by the committee from the statement by the attending physician.
- 2.8.7 The maximum number of days which may be recommended by the committee is forty-five (45) and must be used before the last scheduled teacher's work day in the school year. A teacher may apply for an additional fifteen (15) days subject to the aforementioned conditions in this section.

2.9 Eligibility for Use of the Bank

- 2.9.1 Any teacher is eligible to participate in the Bank.
- 2.9.2 Any teacher who is receiving any public funds or benefits derived from public funds as partial or full compensation for the illness or disability causing the absence shall not be eligible for Sick Leave Bank credit.

2.10 Composition of the Bank

- 2.10.1 The number of days contributed shall continue to accumulate until a total of three hundred

(300) days are credited to the Sick Leave Bank. The total accumulation may exceed three hundred (300) when the excess is the result of contributions by newly hired personnel.

- 2.10.2** On or about October 1 each year, the Association shall distribute a form on which donations to the Bank up to a maximum of three (3) days can be made by each teacher.
- 2.10.3** The minimum donation of one (1) day is required for participation in the Bank.
- 2.10.4** Sick leave days donated to the Bank by a teacher are considered permanent contributions to the Bank and the teacher's decision to donate is irrevocable.
- 2.10.5** Any participating teacher who is granted sick leave days from the Bank and who does not return to active employment when health permits shall repay the school corporation in cash for the Sick Leave Bank days borrowed in an amount equal to that paid his/her substitute for the days borrowed from the Bank. The committee may make exceptions to this provision.
- 2.10.6** Teachers borrowing from the Sick Leave Bank must repay the Bank at least one (1) day each year until the borrowed days are fully repaid. This is in addition to the day(s) contributed for membership in the Bank.
- 2.10.7** If the number of days in the Bank falls below fifty (50) and if approved by the Board, the committee may request additional days from the teachers.

2.11 Miscellaneous Provisions

- 2.11.1** The use of days accumulated in the Sick Leave Bank is subject to availability but days granted to teachers who qualify shall never be less than the number of days which they have contributed.
- 2.11.2** The committee shall take action on all requests for use of the Sick Leave Bank and submit a recommendation to the Superintendent.
- 2.11.3** If the Superintendent does not feel that the provisions of the Contract have been satisfied, he/she shall schedule a meeting to discuss the matter with the committee.
- 2.11.4** Ultimately, if the Superintendent determines that the committee recommendation does not meet the requirements of the contract, he/she may reject the recommendation.
- 2.11.5** If the teacher believes that the Superintendent's final decision does not meet the provisions of the contract, he/she may elect to use the Grievance Procedure.
- 2.11.6** Applications for use of the Sick Leave Bank may be made by the teacher's representative in cases where the teacher is unable.
- 2.11.7** The total number of days contributed by any individual shall not be a determining factor in granting use of the Bank.
- 2.11.8** If on October 1 of any school year, three hundred (300) days have accumulated in the Sick Leave Bank, the provision requiring a contribution of one (1) day by participating members may be waived for members who had participated in the immediate preceding year; however, a teacher who is not a member of the Sick Leave Bank will be permitted to contribute to become eligible for participation.

2.12 Family Medical Leave

Where indicated in Article 2, a number of leaves allowed under this contract also qualify as leaves entitled to protection under the Family and Medical Leave Act (FMLA). All eligible teachers will be entitled to the maximum leave allowed, when necessary, under the provisions of either the specific leave section listed above and/or this family leave section.

An unpaid leave of absence for up to twelve (12) weeks in duration may be granted to eligible teachers for certain family or medical reasons. A teacher who has been employed for at least twelve (12) months (need not be consecutive) before the leave request and who has worked at least 1,250 hours during the previous year is eligible for a leave of absence pursuant to this section.

2.12.1 Qualifying Events

2.12.1.1 A family or medical leave will be granted should the need arise for any of the following qualifying reasons:

- A. Birth of the teacher's child, or the placement of a child for adoption or foster care, and first-year care of the child.
- B. To care for the teacher's spouse, child, or parent who has a serious health condition.
- C. For a serious health condition that causes the teacher to be unable to perform his/her job.

2.12.1.2 Leaves may begin before the birth of a child if a medical condition exists that makes the teacher unable to perform the job, or prior to the placement of a child for adoption or foster care if circumstances require absence from work for the placement to proceed. A teacher's entitlement to leave for the birth or placement of a child expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

2.12.2 Notice Requirement - If the leave is foreseeable, thirty (30) days written notice is required. Failure to provide thirty (30) days notice for a foreseeable leave may cause the leave to be denied until thirty (30) days after the teacher first gave the required notice of the foreseeable leave. If the need for the leave is not foreseeable, the teacher must give notice to the office of the Superintendent as soon as possible.

2.12.3 Certification Requirement - Any teacher's request for leave due to a serious health condition or due to the serious health condition of a qualifying family member must be supported by a timely certification issued by a health care provider. The teacher must provide the requested medical certification within fifteen (15) calendar days after the request was made. If the Superintendent has reason to doubt the validity of medical certification, the employee may be required to obtain a second opinion at school corporation expense. Should any variance between the two medical certifications exist, a third opinion, at school corporation expense, may be requested. This opinion shall be final and binding. Failure to submit the required medical certification may result in the denial of the leave or denial of basis. Medical certification shall be submitted on forms provided by the school corporation.

2.12.4 Request Procedure - Requests for leaves of absence and extensions must be submitted in writing and on the prescribed form supplied by the office of the Superintendent unless impossible due to an emergency.

2.12.5 Leave Substitution - Teachers will substitute accrued vacation, personal leave, sick leave, or

other qualifying leave for all or part of any otherwise unpaid FMLA. This qualifying paid leave will be counted as part of the teachers twelve (12) weeks of FMLA leave entitlement. However, the use of paid leave by the teacher under circumstances which do not qualify as family medical leave cannot be counted against the twelve (12) weeks of FMLA leave to which the teacher is entitled.

- 2.12.6** Maintenance of Group Insurance - During the FMLA, eligible teachers will maintain coverage under the teacher's group health plan (including life insurance) at the same level and under the same conditions for which coverage would have been provided if the teacher had continued in active employment continuously for the duration of such leave. Teachers who contribute to such a group health plan must continue to make such contributions during the period of their leave in order to maintain coverage. The employer may recover the premium paid for maintaining a teacher's health plan coverage during any period of unpaid leave if the teacher fails to return to work for a reason other the continuation, recurrence, or onset of a serious health condition that would entitle the teacher to leave, or other circumstances beyond the teacher's control.
- 2.12.7** Restoration to Position and Benefits - Eligible teachers returning from family or medical leave with twelve (12) weeks will be returned to the position that they held when they went on leave, or they may be placed in equivalent positions with equivalent benefits, pay and other terms and conditions of employment.
- 2.12.8** Return to Work - Teachers returning from any form of leave of absence must be able to assume all of the essential functions of their jobs upon return. As a condition to restoring a teacher whose leave was based on the teacher's own serious health condition, such teacher must provide certification from the teacher's health care provider stating that the teacher is able to resume work.
- 2.12.9** Failure to Return from Leave - A teacher granted a leave of absence pursuant to this provision who fails to return to work upon expiration of the leave granted shall be classified as "voluntarily terminated."
- 2.12.10** Intermittent or Reduced Schedule Leave
 - 2.12.10.1** During the first twelve (12) weeks of leave for a serious health condition (either a teacher's own or that of a qualifying member), intermittent or reduced schedule leave may be taken when medically necessary. Teachers seeking intermittent or reduced schedule leave must provide medical certification issued by a health care provider. Teachers who have requested foreseeable intermittent or reduced schedule leave due to planned medical treatment may be transferred temporarily to an available alternative position at the discretion of the Superintendent if the alternative position better accommodates recurring periods of leave than the teacher's regular position, provided the teacher is qualified for the alternative position and the position has equivalent pay and benefits. Certified staff are required to take leave in half (.5) day increments.
 - 2.12.10.2** Teachers requesting FMLA leave near the end of an academic term will be subject to special rules of the FMLA.
- 2.12.11** Leave Entitlement Period - The twelve (12) month period in which the twelve (12) weeks of family leave entitlement occurs will consist of the twelve (12) month period measured forward from the date the particular teacher's FMLA leave begins.

- 2.12.12** Status Reports - During the leave, a teacher may be required to provide periodic reports on his/her status and intent to return to work following leave. Requested information must be provided within fifteen (15) days of the request.
- 2.12.13** Jointly Employed Spouses - A total of twelve (12) weeks of FMLA leave will be granted to each jointly employed spouse regarding birth or adoption of a child or to care for a sick parent. If the FMLA leave request is for personal illness, each spouse will be entitled to twelve (12) weeks of FMLA leave.

2.13 Bereavement Leave

In case of death in the immediate family, a teacher shall be permitted to be absent without loss of compensation for a period of up to seven (7) consecutive working days for the purpose of attending last burial rites and attending to other personal matters of the immediate family member, as defined in Section 2.2 above.

The teacher shall be permitted up to three (3) consecutive days for a brother-in-law or sister-in-law.

The teacher shall determine if those days begin the day of death or the day immediately following the death, as may fit the individual teacher's circumstances. Multiple deaths resulting from the same cause within the immediate family shall be treated as a single bereavement leave.

Situations may arise that may require special consideration. In such cases the teacher may submit a written request to the Superintendent explaining the special circumstance. The Superintendent may approve of modifications in the bereavement leave and/or grant additional days. The determination by the Superintendent is final and is not subject to any grievance procedure.

A teacher shall be permitted to be absent from work without loss of compensation for one (1) school day to attend the funeral of any other member of the family. The teacher may use three (3) general leave days if needed in addition to the bereavement leave.

2.14 Professional Leave

When it is evident that convention or conference attendance will contribute to the effectiveness of the instructional program, the Board may grant convention or conference leaves. Fair consideration will be given to any reasonable request for convention or conference attendance.

In the event school is canceled on a scheduled conference day due to inclement weather, any teacher or teachers scheduled to attend such conference shall individually or collectively choose whether or not to attend such scheduled conference.

2.15 Court Leave

Court leave without loss of compensation shall be granted to teachers for the time required for appearance(s) in any legal proceeding resulting from activities relating to the teacher's employment with the Bluffton-Harrison Metropolitan School District except in cases involving Senate Enrolled Act 575 and any amendments which may be added thereto, and also except in cases where the teacher is the plaintiff in the law suit.

2.16 Jury Duty Leave

When requested, a teacher may serve on jury duty. The Board shall pay the teacher his/her full salary provided that such teacher agrees to return to the Board any stipend received for participation on the jury.

2.17 Association Business Leave

A maximum of twelve (12) days each school year may be used to conduct Association business. Any one teacher may be granted a maximum of three (3) days for Association business leave. Said days may be taken in half-day increments. To initiate the use of Association business leave day(s), the President of the Association shall give the superintendent and the building principal, so affected, written notification listing the teacher(s) participating and the date(s) of participation. Any expenses incurred shall be the responsibility of the Association. A statement itemizing the cost to the corporation (including the compensation of substitute teachers) shall be submitted to the Association prior to the beginning of the following school year. The Association shall remit the amount to the Board treasurer in a timely fashion.

If an administrator requests a teacher to be absent for purposes defined in this section, said absence shall not be charged against Association business leave nor reimbursement required.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.1 Definitions

A grievance is a claim by a member(s) of the bargaining unit of an alleged violation, misinterpretation, or misapplication of the terms of this Contract and may be resolved through the procedure set forth herein.

3.2 Purpose

Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation.

Teachers should be aware that proper channels are open for them to find equitable solutions to just grievances at the lowest possible administrative level. The Association pledges its members not to abuse this privilege.

3.3 Procedure

3.3.1 Level One Within twelve (12) calendar days from the time that the grievant(s) knew, or reasonably should have known, of the grievance, the teacher with an alleged claim shall first discuss it with the individual building principal with the objective of resolving the matter informally. The aggrieved person(s) may elect to take one (1) additional representative, a person of his/her choice, with him/her. The principal may also invite one (1) additional representative, who is an employee of the Bluffton-Harrison Metropolitan School District, to participate at the conference. Within five (5) calendar days after hearing the grievance, the building principal shall orally answer the grievant.

3.3.2 Level Two In the event that the grievant(s) is not satisfied with the disposition of his/her claim at the previous level or in the event no decision has been made within five (5) calendar days after presentation of the informal claim, he/she may file a formal grievance in writing on the form jointly developed by the Board and Association. The formal written grievance must contain the name of the grievant(s), state the facts giving rise to the grievance, identify the specific provisions of this Contract alleged to be violated, state the contention of the grievant(s) with respect to the grievance, indicate the specific relief sought, and be signed by the grievant(s) or the grievant's designee if the grievant is unable to sign the grievance and orally confirms to the principal that the designee is authorized to sign the grievance in the time allotted. One copy of the formal grievance will be sent to the building principal within five (5) calendar days after receipt of the oral answer or if no oral answer was received, within ten (10) calendar days after the meeting for presentation of the informal claim.

The building principal shall represent the Board at this level of the grievance procedure. Within seven (7) calendar days from the receipt of the written grievance by the building principal, he/she shall meet with the grievant(s) in an effort to resolve the grievance. The building principal and the grievant(s) may each elect to have one (1) representative at the meeting. Within seven (7) calendar days after the formal hearing, the building principal shall respond in writing to the grievant(s) with his/her answer.

3.3.3 Level Three In the event that the grievant(s) is not satisfied with the disposition of his/her claim at Level Two or in the event no written decision has been received within seven (7) calendar days after the formal hearing, he/she/they may appeal within seven (7) days to the Superintendent by filing a copy of the original grievance form and the building principal's answer, along with a written response of the grievant(s) to the answer of the principal, with the

Superintendent's office. The Superintendent shall give the grievant(s) an answer in writing no later than ten (10) calendar days after receipt of the aforementioned materials.

- 3.3.4** Level Four Within ten (10) calendar days after receiving the written decision of the Superintendent, an appeal from the decision may be made to the Board. The Board shall hold a hearing on the grievance at a regular or special meeting and render its decision in writing to the grievant(s). The Board's decision shall be given in writing to the grievant(s) and the Superintendent not later than ten (10) calendar days after the conclusion of the Board's hearing, and shall be binding on all parties.

ARTICLE 4 – COMPENSATION

4.1 Bluffton-Harrison M.S.D. Compensation Model

Compensation units earned during the 2016-2017 school year will be paid during the 2017-2018 school year. The Teacher Base Salary Range for the 2017-2018 school year is \$36,000 to \$69,000.

- This includes 2016-2017 base salaries plus the value of compensation units earned in the 2016-2017 school year.
- This excludes compensation for extra-curricular activities, NonCredit Teaching for Ancillary Duties as described in Article 4.3, other payments to teachers not outline in Article 4.1, and the value of compensation units earned during the 2017-2018 school year.

The unit value for compensation earned during the 2016-2017 school year and distributed in the 2017-2018 school year is \$462.50 per unit.

The value of compensation units earned during the 2017-2018 school year will be paid during the 2018-2019 school year.

Compensation Model Descriptions

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

1. Teacher Evaluation (added to base) – 75%
2. Experience (added to base) – 25%

Teachers may earn three units in category one and one unit in category two. Only teachers who are evaluated as Effective or Highly Effective are eligible to receive salary increases. Compensation units for teachers are evaluated as Improvement Necessary or Ineffective will be redistributed to salary increase for eligible teachers.

Compensation units earned during a school year will be paid the following school year. Teachers must be under contract the following school year to be eligible for unit pay.

The base salary range is provided in Article 4 - COMPENSATION. Teachers may not earn base salaries that exceed the base salary range regardless of units earned.

New employee compensation will be set by the superintendent within the current contract year's teacher base salary range.

Eligible teachers will receive a stipend of \$4,500 for an eligible content area Master's degree attained after July 1, 2017, that is not otherwise required for employment. Eligible content areas mean any content area, as defined by IDOE, in which the teacher currently teaches or any other content area approved by the superintendent.

The district reserves the right at any time to determine Academic Needs for both current and prospective employees. Teaching areas that have been determined to be of Academic Need will receive an annual stipend ranging between \$2,500.00 - \$5,000.00.

Category Definitions

Teacher Evaluation (added to base)

Teachers rated Highly Effective or Effective on the evaluation instrument = 3 units

Teachers rated Improvement Necessary or Ineffective = 0 units for all categories

Experience (added to base)

Minimum 120 paid days in the previous school year = 1 unit

4.2 State Retirement Contributions

The Board shall pay the required retirement contribution to the Indiana State Teachers Retirement Fund for each certified staff member.

4.3 NonCredit Teaching Guidelines for Ancillary Duties

4.3.1 The following guidelines will govern the offering and teaching of noncredit courses in the Bluffton-Harrison Metropolitan School District:

4.3.1.1 Programs of a noncredit nature for either school-age students or adults will be established and offered by the school district as need arises.

4.3.1.2 The fees to be paid for enrolling in noncredit courses will be recommended by administration and approved by the Board.

4.3.1.3 Teachers desiring to teach noncredit courses will indicate their interest to the administrator in charge of the program.

4.3.2 Compensation

4.3.2.1 Teaching During Preparation Time - Teachers shall be paid additional compensation for instructional time completed during preparation time. The additional compensation shall be calculated by:
Base Salary x 1.1667 FTE x Number of Days of Preparation Time as Instructional Time
(FTE - Full Time Equivalency)

4.3.2.2 Homebound Instruction - Teachers shall be paid for homebound instruction at the individual's hourly rate calculated by:
Base Salary ÷ Number of Contract Days ÷ six (6)

4.3.3 An additional 10% for preparation time will be paid for any noncredit course offering which requires outside preparation by the teacher. The need for preparation time will be determined by the Superintendent.

4.3.4 Fees collected from students in noncredit courses will be deposited with the Treasurer of the Bluffton-Harrison Metropolitan School District unless otherwise directed by the treasurer.

4.3.5 Payment to instructors will be made through the payroll procedures of the school district.

4.3.6 All noncredit courses must be self-supporting. Exceptions must have prior approval of the Superintendent.

4.4 Schedule of Payment for Extracurricular Activities.

The number of positions listed below are not bargained and are only included for informational purposes.

ATHLETIC ECA ASSIGNMENTS

	Standard No. of Positions	Per Position Rate
I. Boys' Athletic ECA		
High School Baseball/Assistant	2	\$2,347
High School Basketball/Assistant	3	\$3,353
High School Cross Country/Head	1	\$2,347
High School Football/Assistant	5	\$3,353
High School Golf/Head Coach	1	\$2,347
High School Swimming/Head Coach	1	\$3,353
High School Swimming/Assistant	1	\$2,347
High School Tennis/Head Coach	1	\$2,347
High School Tennis/Assistant	1	\$1,174
High School Track/Head Coach	1	\$3,353
High School Track/Assistant	1	\$2,012
High School Wrestling/Head Coach	1	\$4,359
High School Wrestling/Assistant	1	\$2,347
Intramural Director	1	\$671
Intramural Coach	12	\$336
Middle School Basketball Coach	2	\$1,677
Middle School Football Coach	4	\$1,677
Middle School Swimming Coach	1	\$1,174
Middle School Track Coach	1	\$1,677
Middle School Track/Assistant	2	\$839
Middle School Wrestling	2	\$1,174
II. Girls' Athletic ECA		
High School Basketball/Assistant	3	\$3,353
High School Cross Country/Head	1	\$2,347
High School Golf/Head Coach	1	\$2,347
High School Softball/Assistant	2	\$2,347
High School Swimming/Head Coach	1	\$3,353
High School Swimming/Assistant	1	\$2,347
High School Tennis/Head Coach	1	\$2,347
High School Tennis/Assistant	1	\$1,174
High School Track/Head Coach	1	\$3,353
High School Track/Assistant	1	\$2,012
High School Volleyball/Head Coach	1	\$3,353
High School Volleyball/Assistant	2	\$2,347
Intramural Director	1	\$671
Intramural Coach	12	\$336
Middle School Basketball Coach	2	\$1,677
Middle School Swimming Coach	1	\$1,174

Middle School Track Coach	1	\$1,677
Middle School Track / Assistant	2	\$839
Middle School Volleyball Coach	2	\$1,677

III. CO-ED and MISCELLANEOUS ACTIVITIES	Standard No. of Positions	Per Position Rate
High School Diving Coach	1	\$2,347
High School Weight Training	1	\$2,012
Middle School Cross Country Coach	1	\$1,174
Middle School Diving Coach	1	\$604
Aquatics Director	1	\$6,370
National Honor Society Sponsor	2	\$1,006
High School Student Council Sponsor	2	\$1,006
Middle School Student Council Sponsor	2	\$1,006
Academic Bowl Advisor	3	\$671
Teacher Technology Specialist	3	\$2,000
High School Band Director	1	\$3,655
High School Band Assistant	1	\$2,448
High School Cheerleader Sponsor	1	\$4,694
High School Cheerleader/Assistant	2	\$2,347
High School Major Drama Production	1	\$1,006
High School Drama/Assistance	1	\$671
High School Speech - Competition	1	\$1,006
High School Vocal Music Director	1	\$3,051
High School Yearbook Advisor	1	\$1,341
Middle School Cheerleader Sponsor	1	\$2,347
Business Professionals of America	1	\$671
*Head Senior Class Sponsor	1	\$336
*Head Junior Class Sponsor	1	\$671
*Junior Class Sponsor	6	\$168
Chess Advisor	1	\$1,006
*Elementary School Team Leader	7	\$1,006
*Middle School Team Leader	7	\$1,006
*High School Team Leader	7	\$1,006
Tiger Dance Company Sponsor	1	\$1,006
*New Teacher Mentor	As Needed	\$500
Dual Credit (Dual Credit course taught per term)		\$250
District Marketing Producer	1	\$4,000
Corporation Testing Coordinator	1	\$5,000
Student Information System Specialist	1	\$2,000
District High Ability Coordinator	1	\$2,000
Building-Level High Ability Sponsor	3	\$1,006

(High School, Middle School, and Elementary Team Leaders will be chosen at the discretion of the building principal.)

*These amounts are paid in one lump sum after the completion of the responsibility.

Any addition of coaches or assistant coaches because of student interest or number of participants shall result in

compensation consistent with the provisions for equity and need.

4.5 Supplemental Retirement Pay Benefits

To be eligible for Retirement Pay Benefits, a teacher must meet the following qualifications:

- 4.5.1** A teacher must have reached the age of 55 at the time of retirement.
- 4.5.2** A teacher must have completed a minimum of ten (10) years of service in the Bluffton-Harrison Metropolitan School District. Years of service will be the same as defined by the State. Service in schools embraced through reorganization will count toward the minimum requirement. A maximum of thirty-five years of service may be counted toward Retirement Pay Benefits. Only ten (10) years of that total may have been accumulated in school corporations other than the Bluffton-Harrison Metropolitan School District.
- 4.5.3** A teacher must have initiated a request for retirement from the Indiana State Teachers' Retirement Fund.

4.6 Total Retirement and/or Severance Benefits

Total retirement benefits will be the sum of the following three (combination of 4.6.1 + 4.6.2 + 4.6.3) components:

- 4.6.1** Length of Service
 - 4.6.1.1** The teacher will receive one day's pay based on the current salary schedule for each year of creditable service as defined above.
 - 4.6.1.2** To determine a day's pay, the teacher's base annual contract amount for the year just completed will be divided by the number of days in his/her regular teaching contract.
- 4.6.2** Unused Accumulative Sick Leave
 - 4.6.2.1** The teacher will receive an additional amount of \$45.00 for each day of unused accumulative sick leave.
 - 4.6.2.2** A maximum of one hundred eighty (180) days of unused accumulative sick leave will be used in computing this benefit.
- 4.6.3** Unused Personal Business Days - Effective with the personal days credited for the 1991-92 contract year, a separate accounting will be maintained for unused personal business days. At the time of retirement, additional severance will be paid at twice the amount allowed for unused accumulated sick leave (\$90).
- 4.6.4** Retirement Insurance Benefit - In addition to the retirement benefits above, a certified employee who has ten years of uninterrupted service as an employee with the Bluffton-Harrison Metropolitan School District and retires between the ages of fifty-five (55) and Medicare eligible, the Board shall contribute \$15,000 to the eligible retiree's post employment health reimbursement arrangement account.
- 4.6.5** 401 (a) Annuity Plan - The Board will establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan contributions will commence with the 2002-

2003 contract year and continue each year thereafter. The maximum contribution that will be made to the 401(a) Plan by the Board will be 1.75% of the Teacher's Base Salary. All eligible employees will be 100% vested in the 401(a) Plan at the completion of ten (10) years of service with the Bluffton-Harrison Metropolitan School District. All contributions made by the Board to the 401(a) Plan on behalf of certified employees will be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for certified employees.

The 401(a) Plan replaces the current Total Retirement Pay Benefits (4.6.1 through 4.6.4). However, the Total Retirement Pay Benefits section so described in 4.6.1 through 4.6.4 will remain in effect until such time as a certified employee receives a greater return from the value of the 401(a) Plan than he or she would receive under the Total Retirement Pay Benefits section of the contract, except for employees described in the following paragraph. The value of the Board contributions and the appreciation, if any, of the 401(a) Plan will be counted as an offset to the amount that the certified employee would have received had he or she retired under the current Total Retirement Pay Benefits section. In the event, due to market fluctuations, a certified employee's 401(a) Plan account experiences a loss, the Board's responsibility during the period prior to the expiration of the Total Retirement Pay Benefits Plan (4.6.1 through 4.6.4) will be the amount which the employee would have received under the Total Retirement Pay Benefits Plan less the amount previously contributed by the Board under the 401(a) Plan.

For the certified employees hired after July 1, 2001, the 401(a) Plan will replace the current Total Retirement Pay Benefits section. No provision of 4.6.1 through 4.6.4 will be available to employees hired after July 1, 2001. The severance and retirement for such certified employees will be limited to the balance in the account at the time of retirement, i.e., amounts contributed to the 401(a) Plan by the Board and interest or appreciation, if any. Employees hired after July 1, 2001, will be vested in the 401(a) Plan at the completion of ten (10) years of service with the Bluffton-Harrison Metropolitan School District.

The 401(a) Plan will:

Be subject to all applicable Internal Revenue Regulations.

Have no contract initiation fees charged to the employee.

Have no administrative Plan Document charge to the Board.

The 401(a) Plan will be valued effective the last contracted day of employment for the retiring employee.

In addition, for those certified employees for whom payments are yet scheduled to be made under 4.5.1 through 4.5.3, such payments will be made into health reimbursement arrangement account (excluding the applicable amount currently allowed by the Indiana State Board of Accounts which will be paid as salary and used in the respective teacher's final year ISTRF calculation) created at retirement in the name of the retiring employee. Such payment by the Board will be made in one (1) payment on or before January 15th following the year of retirement. If notification of retirement is provided to the superintendent on or before March 1st, such payment by the Board will be made in one (1) payment on or before July 15th of the year of retirement.

To avoid problems with the Indiana State Teacher's retirement fund, teachers are encouraged to notify the Superintendent's office of their retirement plans well before the end of the school year. This will also provide ample time to calculate Retirement Pay Benefits and to include those eligible benefits in a final paycheck. Plans to retire will be held in strict confidence if

requested by any teacher. Any previous contract or agreement between the Bluffton-Harrison Metropolitan School District and the Bluffton-Harrison Teachers Association with respect to Retirement Pay Benefits will be considered null and void following the ratification of this agreement.

4.7 Retirement Benefits for Identified Adams-Wells Special Services Personnel

- 4.7.1** This Bluffton Reorganization Addendum ("Addendum") is solely applicable to teachers who were employed under a regular teacher's contract issued by Adams-Wells Special Services Cooperative ("Adams-Wells") and assigned to Bluffton for the 2011-2012 school year and are employed under a regular teacher's contract issued by Bluffton for the 2012-2013 school year.
- 4.7.2** A list of certificated Adams-Wells employees who will become Bluffton employees is below.
- 4.7.3** Contingent upon acceptance of an offer of employment, those Adams-Wells teachers identified below will become employees of Bluffton effective July 1, 2012, under a Regular Teacher's Contract for the 2012-2013 school year and shall be considered to be established teachers as defined in Indiana Code 20-28-6-8.
- 4.7.4** Those Adams-Wells teachers employed by Bluffton for the 2012-2013 school year shall be entitled to the rights and benefits enjoyed by Bluffton teachers pursuant to the collective bargaining agreement between Bluffton and the Bluffton-Harrison Teachers Association. Those Adams-Wells teachers employed by Bluffton for the 2012-2013 school year shall be afforded the following additional rights:
- 4.7.4.1** Contract status, length of service, and years of teaching experience shall be established based upon the Adams-Wells teacher's length of service and years of experience as credited to the teacher under the Adams-Wells collective bargaining agreement for the 2011-2012 school year. Adams-Wells years of service shall be considered Bluffton years of service for all purposes, including, but not limited to, reduction-in-force and retirement benefits. Seniority within the Bluffton special education department will be based upon a teacher's Adams-Wells and Bluffton length of service. Seniority outside the Bluffton special education department will be based upon Bluffton experience only.
- 4.7.4.2** Adams-Wells teachers who have unused non-expiring personal leave days accumulated with Adams-Wells will be permitted to carry those days over as non-expiring personal leave days with Bluffton.
- 4.7.4.3** An Adams-Wells teacher who is an ISTRF member and is part of the pre-1996 account at the time of reorganization and thereafter is employed by Bluffton shall remain in the pre-1996 account. An Adams-Wells teacher who is an ISTRF member and is part of the 1996 account at the time of reorganization and is thereafter employed by Bluffton shall remain in the 1996 account.
- 4.7.4.4** Adams-Wells teachers who become Bluffton employees effective July 1, 2012, will be placed on the Bluffton salary schedule at the salary level commensurate with the Adams-Wells teacher's degree and years of Adams-Wells service on June 30, 2012,
- 4.7.4.5** An Adams-Wells certificated employee employed by Bluffton for the 2012-2013 school year may transfer all accumulated sick and personal leave credited or recognized by Adams-Wells subject to any limitations included within the terms of the Bluffton collective bargaining agreement and subject to the limitations in section 4.7.5.2

4.7.5 Retirement Buyout Benefits

4.7.5.1 Adams-Wells and its exclusive representative agreed to certain retirement benefits in Article XIV of the 2011-2012 collective bargaining agreement between the Adams-Wells Special Services Cooperative and the Adams-Wells Teachers Association ("2011-2012 Adams-Wells Master Contract"). These retirement benefits are available to Adams-Wells teachers identified below who were employed prior to June 30, 2006. These retirement benefits will be provided to eligible certificated Adams-Wells employees identified below who will be employed by Bluffton for the 2012-2013 school year upon meeting the vesting requirements set forth in Article XIV of the 2011-2012 Adams-Wells Master Contract. A list of Adams-Wells teachers who become Bluffton employees effective July 1, 2012, and who are eligible for the retirement benefits set forth in Article XIV of the 2011-2012 Adams-Wells Master Contract is below.

4.7.5.2 For purposes of the retirement benefits set forth in Article XIV of the 2011-2012 Adams-Wells Master Contract, an Adams-Wells teacher identified in below who is employed by Bluffton for the 2012-2013 school year may transfer up to two hundred twenty-six (226) accumulated sick leave days for purposes of calculating the teacher's retirement pay only. The Adams-Wells teacher shall be subject to any cap in the Bluffton collective bargaining agreement with respect to sick leave accumulations for sick leave purposes. The stipend provided by Article XIV, Section 3 of the 2011-2012 Adams-Wells collective bargaining agreement will be calculated based upon the greater of \$30,914 or the average base salary of the six (6) Participating School Corporations as of December 31 of the school year in which the teacher retires.

4.7.5.3 Adams-Wells teachers hired by Adams-Wells after June 30, 2006, shall be eligible for the ongoing Section 401(a) contribution set forth in the Master Contract between Bluffton and its exclusive representative. Adams-Wells teachers employed by Bluffton for the 2012-2013 school year shall receive credit for their Adams-Wells years of service for vesting purposes for this retirement benefit.

VESTED CERTIFIED STAFF				
<u>NAME</u>	<u>EXP</u>	<u>AWSSC EXP</u>	<u>HIRE DATE</u>	<u>LOCATION</u>
Eicher, Kristi	M-8	8	8/17/04	BHHS-Life Skills
Sagstetter, Brenda	M-20	9	8/14/03	BHMS-Resource
Sheets, Angie	B-12	12	8/16/00	BHES-Intense

4.8 Tax Sheltered Annuities

The Board gives its consent for any teacher who qualifies to participate in a "Tax Sheltered Annuity Plan" of the insurance or investment company of his/her choice subject to the conditions of Section 4.8. The annuity premium deduction may not exceed the amount stipulated in the rules governing 403(b) tax sheltered annuities. The Board will withhold the premium from the teacher's paycheck and make payment to the designated company provided that a signed authorization is received 30 days prior to the effective date on which deductions are to begin in accordance with the corporation's 20-pay payroll schedule. No deductions will be made during the summer. If incorrect information is supplied on the salary reduction agreement, delays in processing the annuity can be expected. The signed authorization will continue in effect until the Board is notified in writing that the deductions are to be discontinued. The Board reserves the right to limit the number of annuity plan providers after discussion with the Association; however, the Board and Association will jointly participate in the selection of annuity providers, and will review the list annually. If the existing list is changed, current participant's providers will be grand fathered into the revised list.

4.9 Health Insurance

The Bluffton-Harrison Metropolitan School District is a member of the School Employees' Benefit Trust, which each year negotiates with various insurance companies for a comprehensive health insurance plan. The health plan options selected each year by the School Employees' Benefit Trust shall be made available to the teachers of the Bluffton-Harrison Metropolitan School District.

Full-time teachers may elect to participate in a single plan or a family plan. The Board contributions will only be paid for school-sponsored group health insurance and will never exceed the total individual premium, less \$1.

Board contributions for group health insurance plans will be as follows:

Plan	Effective Jan 1, 2017	Effective Jan 1, 2018
PPO Single	\$7,127	\$7,484
PPO Family	\$14,482	\$15,207
CDHP A Single	\$6,411	\$6,732
CDHP A Family	\$13,010	\$13,661
CDHP B Single	\$5,403	\$5,674
CDHP B Family	\$10,957	\$11,505
CDHP C Single	\$0.00	\$0.00
CDHP C Family	\$0.00	\$0.00

Teachers whose initial employment began during the 1985-86 school year or thereafter and who are employed for a fractional part of a contract (less than full time) will receive the same fractional payment toward the insurance plan they select. Board premium payments, whether for full-time or fractional time employees, apply only to the school-sponsored health insurance program. No portion of a premium payment will be made for teachers who have another individual insurance plan. The period of coverage begins on January 1 each year and extends through December 31 of the same year. The portion of the premium paid by the corporation ceases

when a teacher terminates his/her contract prior to the normal termination date.

If a teacher who is eligible and participates in the group health insurance program retires before the age of Medicare eligibility, but after the age of 55, he/she may pay the full premium and continue on the program until he/she reaches the age of Medicare eligibility.

Changes in the prime carrier and the coverages included may be made by official action of the School Employees Insurance Trust.

4.10 Long Term Disability Insurance

A long term disability insurance plan will be provided to teachers with an elimination period of 90 days. The Board will pay an annual amount equal to 0.245% times each teacher's base salary as illustrated in Article 4. This amount will be paid only for group long term disability insurance carried by the school corporation and will not exceed the total individual premium, minus \$1.

4.11 Life Insurance

A term group life insurance with accidental death and dismemberment benefits shall be offered to each teacher in the amount of \$40,000. The Board shall pay the premium excluding a required teacher contribution of \$1. This amount will be paid only for the school-sponsored program, not other individual life policies.

4.12 Expanded Criminal History Check

The Bluffton-Harrison Metropolitan School District will conduct an expanded criminal history check on each employee once every five (5) years. The Superintendent will be responsible for determining the schedule for conducting the expanded criminal history checks on school employees. The cost of an expanded criminal history check will be the responsibility of the Board. The school district may also conduct an expanded child protection index check on each employee every five (5) years. The Board will be responsible for the costs of obtaining the expanded child protection index check on all employees.

4.13 CPR/AED Training

The Bluffton-Harrison Metropolitan School District will offer CPR/AED training to all employees annually. The Superintendent will be responsible for determining the schedule for offering training to school employees. The cost of CPR/AED training held at Bluffton-Harrison Metropolitan School District will be the responsibility of the Board. The school district may prioritize attendees based upon expiration dates of BHMSD teacher licenses and CPR/AED certification.

ARTICLE 5 – TERMS OF CONTRACT

5.1 Duration

This Contract shall be effective as of September 18, 2017, through June 30, 2018.

5.2 Prior Contract(s) and Agreements

Upon ratification of this Contract by the Association and the Board, any previous Contract(s) or Agreements between the Board of School Trustees of the Bluffton-Harrison Metropolitan School District and the Bluffton-Harrison Teachers Association shall be declared null and void.

ARTICLE 6 – TESTAMENT

6.1 Attest

This Contract is so attested to this 18th day of September, 2017. The undersigned certify that the membership of the Board of School Trustees and the Bluffton-Harrison Teachers Association have met and ratified the provisions contained herein:

Bluffton-Harrison
Teachers Association
Negotiations Team

Deb Johnson
Spokesperson

Vicki M. Van Matre
Negotiations Team Member

Rebecca Stollon
Negotiations Team Member

Kimberly Mayer
Negotiations Team Member

Bluffton-Harrison
Metropolitan School District
Negotiations Team

W. Baker
Superintendent

Mike Myg
Negotiations Team Member

RJF
Negotiations Team Member

Steve Baker
Negotiations Team Member

Bluffton-Harrison
Metropolitan School District
Board of School Trustees

Dan M. Frachon
President

Halt Schild
Vice President

[Signature]
Secretary

Mike Myg
Board Member

Adam [Signature]
Board Member

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