East Allen County Schools

Teacher Contract

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ARTICLE I
Recognition/Board Rights

Section 1. Recognition
The East Allen County Board School Trustees, hereinafter referred to as the “Board,” recognizes the East Allen Educators Association, hereinafter referred to as the “Association,” as the exclusive bargaining agent with respect to salary, wages, hours of work, and wage related fringes and those other provisions specifically provided for herein for all personnel, employed by East Allen County Schools, hereinafter referred to as the “School Corporation,” whose duties require a certificate issued by the State of Indiana, but excluding the following positions:

1. Superintendent
2. Deputy Superintendent
3. General Counsel/Executive Director of Employee Relations
4. Executive Director of Business Services/Chief Financial Officer
5. Building Administrators, Assistant Building Administrators and Administrative Assistants to Building Administrators
6. Program Directors and Assistants
7. Certificated Employees with Budgetary or Supervisory Authority (other than Department Heads and Team Leaders)
8. Administrative Interns
9. Substitute Teachers

Any future exclusions from the bargaining unit shall be in accordance with the provisions of Public Law 217. It is understood that nothing contained herein shall be construed to deny or restrict to any teacher the rights the teacher may have under any state or federal law.

Section 2. Board Rights
A. Except to the extent expressly abridged by a specific provision of this Agreement, or by law, the Association recognizes and agrees that the Board reserves and retains, solely and exclusively, all of its common law rights to manage the affairs of the School Corporation, as such rights existed prior to the execution of this or any other previous Agreement with the Association. The rights of management, which are not abridged by this Agreement, shall include, but are not limited to, the right to:

1. Establish or continue policies, practices and procedures
   for the conduct
of the business of the School Corporation and its individual schools and from time to time to change or abolish such policies, practices, or procedures.

2. Determine the principal location, relocation and types of school programs.

3. Determine the number of hours per day or week school operations must be carried on.

4. Determine qualifications for work, and to assign work to such teachers in accordance with the requirements determined by the Board.

5. Establish and change teaching schedules and assignments, and to hire, transfer, and promote for legitimate reasons.

6. Make and enforce reasonable rules.

7. Discipline, terminate, demote or otherwise relieve teachers from duty for just cause and with due process.

8. Take such measures as the Board may determine to be necessary for the orderly, safe and efficient operation of the School Corporation.

9. Take what other action that may be necessary to carry out the mission of public schools and the School Corporation as provided by law.

B. All of the rights, functions and prerogatives of the Board and its designated management which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively to the Board and shall not be subject to arbitration.

C. In no event shall any rights, functions or prerogatives of the Board and its designated management ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct, or otherwise, other than by an explicit provision of this Agreement.
ARTICLE II
Teacher/Association Rights

Section 1. Association Rights

A. The Board agrees to supply the Association President, as it is known:
   2. Copies of the official corporation budget when complete.
   3. Other agreed upon financial forms and worksheets.
   4. The names of newly hired employees and their teaching assignments.
   5. The names of persons who are no longer employed as School Corporation teachers.
   6. The number of teaching employees by years of experience, extracurricular assignments, educational increments, and extended contracts.
   7. Board meeting agenda.
   8. Board meeting minutes.

B. Public information, when specifically requested, shall be made available to the Association.

C. The Association, exclusive of any other certified teacher representative (individual or group), shall be provided use of the courier mail and School Corporation e-mail service as scheduled to perform its responsibilities as exclusive representative. The Association office shall be included on the regular courier route as long as the office is located at its present address.

D. The Association, exclusive of any other certified teacher representative (individual or group), shall be provided use of one (1) bulletin board assigned by the building principal in each school building to carry on its responsibilities as exclusive representative.

E. The Association, exclusive of any other certified teacher representative (individual or group), shall be provided access to school buildings for the purpose of holding general meetings. All dates, times and facilities to be used must be scheduled through the building principal. School facilities will not be used for Association meetings during the teacher school day.

F. Representatives of the Board and the Association shall meet once each month, for the purpose of reviewing the administration of the Agreement to attempt to resolve any problems that may arise. Such meetings shall not be held during the teacher’s school day.

G. The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

H. The Association shall be placed on the agenda of the orientation program for the purpose of welcoming new teachers.
I. Should the Indiana General Assembly enact future legislation permitting the bargaining of Fair Share, the parties agree to reinstate the language of Article II, Teacher/Association Rights, Section 1-I of the 1994-97 Agreement between the Board and the Association, with the following two changes: In paragraph one, change the words, “equal to” to “not to exceed.” In paragraph three, replace the last sentence with “Consequently, the Association shall retain an impartial third party arbitrator to determine the proper fair share fee each year.” This Agreement with such provisions is to become effective the beginning of the school year following legislative reinstatement of Fair Share.

J. The President of the Association, or his/her designee, shall be granted five (5) legislative leave days per school year to lobby the legislature on bills that benefit the School Corporation. The Superintendent may grant additional days at the request of the President of the Association. The Association shall reimburse the School Corporation for the cost of substitute teachers for any days beyond five (5).

K. The President of the Association, if assigned to a secondary building, shall be granted one period released time each day, in addition to the individual’s regular, duty-free time. If the President of the Association is assigned to an elementary building, the released time each day will be one hour in length, in addition to the individual’s regular, duty-free time. The purpose of this released time is for meeting with the Superintendent and other central office administrators and other duties required of the Association President’s position. In addition, members of the Association Executive Committee, as directed by the Association President, will be granted a total of 20 periods (secondary) or 20 hours (elementary) released time to meet with the Superintendent and other central office administrators.

L. Any change in the teacher evaluation process shall be discussed with the Association at least sixty (60) days prior to implementation, unless a shorter period is mutually agreed to. No form(s) used in the teacher evaluation process shall be developed or modified without offering the Association an opportunity to comment on any new form or modification of any exiting form. The parties agree to use their best efforts to reach a mutual agreement as to any new or modified form but, if mutual agreement is not reached within sixty (60) days after the initial publication of the proposed new or modified form, management shall be free to implement use of the new or modified form.

Section 2. Teacher Rights

A. A teacher shall not be required to carry out an assignment which threatens the teacher’s physical safety.

B. A phone shall be provided in either the teachers’ lounge or work area of each school building, if phones are not available in each individual teacher’s classroom or work area in that building.
C. Teachers shall be permitted to have access to their personnel file(s) with the exception of information designated as confidential secured in the course of employing the teacher.

D. A teacher shall be notified within five (5) working days if anything of a derogatory nature is placed in his / her personnel file(s). Derogatory material may become a part of the supportive data included in the summative evaluation by the building principal. If the teacher chooses to respond, he/she shall do so, in writing, within five (5) working days after notification that such material has been placed in his/her file(s). Such response shall be attached to the material and placed in the teacher’s personnel file(s). All derogatory material, upon the teacher’s request, shall be removed from the teacher’s personnel file(s) if such material has been on file for three (3) years and there has been no recurrence of circumstances similar to those which prompted the inclusion of the derogatory material. The formal evaluation instrument shall not be subject to such removal.

E. A teacher shall not be suspended or terminated without just cause and due process.

F. No teacher shall be required to administer medication or to provide any medical procedure beyond basic first aid.

G. In all elementary grades one (1) through six (6), art, music, and physical education shall be taught by licensed specialists in those areas. Any waiver to this shall be mutually agreed upon by parties.

H. No teacher shall be required to create any document or report for the sole purpose of inclusion in the building administrator’s performance pay supporting notebook. However, this provision shall not prevent a building administrator from requesting from a teacher a copy of a previously prepared document or report or requesting teachers to complete a survey about the building administrator’s performance.

I. No teacher shall be required to grade the objective portion of any School Corporation supplied test, unless the teacher has access to a scan-tron, or other automated grading, machine in the teacher’s building, and an adequate supply of scan-tron, or other automatic grading, forms are available.

J. A teacher’s seniority shall be the length of the teacher’s continuous service from the teacher’s last hire by the School Corporation. The teacher’s “last date of hire” shall mean the earlier of the date the teacher signs a letter of intent to work for the School Corporation or the first day the teacher actually teaches for the School Corporation as a regular teacher. A teacher shall hold seniority in each of the teacher’s certifications/endorsements. When any decision required under this Agreement must be determined on the basis of seniority and two (2) or more teachers affected by the decision have the same seniority, the identification of the most senior teacher shall be made by lot unless otherwise specifically provided in this Agreement.

K. Teachers/department chairs/team leaders shall exclusively plan the use of collaboration time at least ½ of the days each month. Except with a teacher’s
permission to do otherwise, teachers shall meet in collaboration groups sorted primarily by license area (secondary schools) or grade levels (elementary schools). Elementary art, music, and physical education teachers may meet as a group of special area teachers, or meet with classroom teachers. Occasionally teachers may meet in various school committees or cross grade levels. A principal may request that an agenda or minutes be submitted.

L. No member of the bargaining unit shall be directed by the administration to attend more than three days of conferences/workshops/in-services that occur on student-attendance days per school year, unless mandated by state or federal authorities. The member retains the right to voluntarily attend any number of days of conferences/workshops/in-services, as approved by the member’s principal or immediate supervisor, but subject to final approval by Board of School Trustees, if required.

M. During any protected preparation time, teachers who vacate their classroom to be free of student contact shall be provided within the teacher’s building a private area where students are not present and where the teacher has access to a telephone and computer.

N. There will be a computer for teacher use in every classroom.

O. Teachers will not be required to submit grades for any grading period any sooner than seven (7) calendar days after the end of the grading period.

P. Student test scores shall not be included as data when completing a teacher’s annual evaluation.
ARTICLE III
Payroll Deduction

Section 1. Available Payable Deductions

Upon appropriate written authorization by the teacher, the Board agrees to provide payroll deduction for the following:

A. Insurance as provided in this Agreement.

B. East Allen County Schools Employees’ Federal Credit Union.

C. Association membership dues (East Allen Educators’ Association - Indiana State Teachers’ Association - National Education Association).

D. Tax Sheltered Annuities.

E. United Way.

F. U.S. Savings Bonds.

G. A direct deposit payroll program for the East Allen County Schools Employees’ Federal Credit Union and for any other financial institution which allows direct deposit. Direct deposit payroll program participation shall be mandatory for all teachers hired on or after July 1, 2004.

H. Political action contributions for Political Action Committee for Education. The Board agrees to transmit to the Association, within ten (10) working days after the deduction, the contribution collected. The transmittal shall be by single check.

Section 2. Continuing Membership

A. Pursuant to written authorization of the teacher given by the second Tuesday after Labor Day, annually or within thirty (30) days of employment, the Board agrees to deduct the sum of the regular membership dues of the Association in twenty (20) equal deductions for each check in accordance with the pay schedule as established by the Board. In cases where there are fewer than twenty (20) pay periods, the amount shall be deducted equally from the applicable pay periods. The authorization for payroll deduction of Association membership dues shall continue unless revoked, in writing, by the teacher to the Board and the Association. Additionally, any adjustment in the Association dues total, in subsequent years, for teachers having already signed the designated form will be supplied by the Association not later than the second Tuesday after Labor Day. The Board agrees to transmit to the Association dues collected within ten (10) working days after such deduction. Upon termination of a teacher’s contract, the
Business Office shall deduct unpaid Association dues as directed by that teacher in writing.

B. It is expressly understood that the Association/teacher agrees to indemnify and hold the Board harmless against any claim, demand, suit or other form of liability which may arise by reason of any action taken by the Board/Association in complying with this Section.

C. It is expressly understood that Paragraph B of this Section will not apply to any claim, demand, suit or other form of liability which may arise as a result of willful misconduct by the Board.
ARTICLE IV
Effect of Agreement

Section 1. Impact of Partial Invalidity

If any article, section, or clause of this Agreement shall be held invalid by operation of
case of any agency of competent jurisdiction, or if compliance with or enforcement of
any article, section, or clause should be restrained by such agency pending a final
determination as to its validity, the remainder of this Agreement and the application of
such article, section, or clause to persons or circumstances other than those as to which it
has been held invalid or as to which compliance with or enforcement of has been
restrained, shall not be affected thereby. In either of the events set forth above, the
parties affected thereby shall enter into immediate collective bargaining negotiations,
on request, for the purpose of arriving at a mutually satisfactory replacement for such
article, section, or clause during the period of invalidity or restraint.

Section 2. Non-Discrimination

There shall be no discrimination because of race, color, religion, gender, sexual
orientation, national origin, Association membership or Association activities.

Section 3. Common Definitions

The definition of any word, term or phrase provided in any Article of this Agreement
shall apply to that same word, term or phrase, if used in any other Article of this
Agreement, unless another definition is specifically provided.
ARTICLE V
Grievance Procedure

Section 1. Definitions

A. “Grievance” Defined: A claim by a teacher or the Association that there has been an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, may be processed as a grievance as hereinafter provided.

B. “Working Day” Defined: A “working day” is any day the School Corporation central office is open for business. Spring Break and Winter Recess, as defined in the annual school calendar, shall not be considered working days for the purposes of this Article.

Section 2. Process

Step 1 (Informal Process)
In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with the teacher’s building principal(s) or immediate supervisor(s) within twenty (20) working days after the cause of grievance arises. This meeting shall be between the teacher and the teacher’s building principal or immediate supervisor only except, at the teacher’s request, an EAEA building representative or an EAEA officer may attend. No other representative may attend on behalf of either the supervisor/building administrator or the teacher.

Step 2 (Formal Process)
If, as a result of the informal discussion with the teacher’s building principal(s) or immediate supervisor(s), a grievance still exists, the grievant may within ten (10) working days of the informal discussion, invoke the formal grievance procedure only through the Association. The grievance form shall be available from the Association representative in each building or from the building principal(s)/immediate supervisor(s). Such form, when completed, shall identify the article(s) and section(s) violated and the remedy sought. A copy of the completed form shall be hand delivered to the grievant’s building principal(s)/immediate supervisor(s).

Within five (5) working days of receipt of the grievance, the principal(s)/immediate supervisor(s) shall meet with the grievant and the Association representative in an effort to resolve the grievance. The principal(s)/immediate supervisor(s) shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall hand deliver a copy thereof to the grievant and supply a copy to the Association. Both the grievant and the Association representative must be present at all Step 2 meetings.

If the grievance involves more than one (1) school building or a central office function, the Association may submit such grievance in writing to the Executive
Director of Employee Relations and the processing of such grievance shall commence at Step 3.

**Step 3 (Central Office Administration)**

If the grievance is not satisfactorily settled after Step 2, the grievance shall be transmitted to the Executive Director of Employee Relations within seven (7) working days after the completion of Step 2. Within seven (7) working days, the Executive Director of Employee Relations shall meet with the grievant and Association representative concerning the grievance and shall indicate his/her disposition of the grievance in writing within seven (7) working days of such meeting and shall furnish a copy thereof to the grievant and Association.

**Step 4 (Arbitration)**

1. If the Association is not satisfied with the disposition of the grievance by the Executive Director of Employee Relations, the Association shall notify the Executive Director of Employee Relations within ten (10) working days of the completion of Step 3 of its intent to file for binding arbitration through the American Arbitration Association within thirty (30) working days of such notification.

2. Jurisdiction of the arbitrator shall be only in regard to the particular dispute before him/her, and he/she shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of the Agreement or to write any new clause, change an existing clause, or write a new agreement, nor shall he/she establish wage scales, or change any wages or rates of pay. The arbitrator shall have no authority to rule upon any subject not specifically provided for in this Agreement nor any function that belongs to the Board or its designated management as provided for in Article I, Section 2.

3. Either party may request, no less than twenty (20) working days prior to the arbitration hearing, a conference which shall be scheduled, on a mutually agreed upon date, no less than ten (10) working days prior to the arbitration hearing. The purpose of such conference shall be to attempt to resolve the grievance.

4. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds, or to rely on any evidence, not previously disclosed to the other party.

5. Awards of the arbitrator shall be final and binding and shall determine the subject of the arbitration for the duration of this Agreement.

6. Each party shall bear the cost of presenting its case before the arbitrator.

7. The expenses and fees of the arbitrator shall be shared jointly by the Board and the Association.

**Section 3. Extension of Deadlines**
The time limits provided in this Article shall be strictly observed but may be extended by mutual consent of the parties. If the Board or its agents fail to meet the specified time limits as stated in this Article, the remedy sought by the grievant shall be construed as granted. If the grievant or Association fail to meet the specified time limits as stated in this Article, said grievance shall be deemed abandoned. In the event a grievance is filed after May 15 of any year, the time lines established in Section 2 of this Article shall be met even though the official school year may have ended. All grievances shall be presented and discussed during non-teaching hours.

Section 4. Processing Grievances After Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure through resolution.

Section 5. Separate Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

Section 6. Nondiscrimination

There shall be no discrimination or reprisals against a teacher or Association representative as a result of filing a grievance.
ARTICLE VI
Work Interruption

Section 1. Work Stoppages

During the period of this Agreement, the Association, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any work interruption, slowdown, or stoppage of work including mass sick calls, boycott, picketing or other interruption of, or interference with, the operation of the School Corporation or school properties.

Failure or refusal on the part of any teacher to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, is deemed necessary by the Board, and the Board shall have the right to take such disciplinary action in addition to all other rights and remedies which the Board may have or to which it is entitled, both at law or equity.

Section 2. Lockouts

The Board agrees to no lockouts. A lay-off due to the closing of schools or legitimate breakdown beyond the control of the Board requiring a shutdown of an individual school facility shall not be construed as a lockout.
ARTICLE VII
Vacancies

Section 1. Posting Procedure

Permanent teaching vacancies, defined as teaching vacancies not being held for a teacher on leave, occurring on, or after, October 1 to on, or before, March 31 that will become effective at the beginning of the next school year shall be posted by the Executive Director of Employee Relations on April 1 or the Monday after Spring Break (when April 1 is during Spring Break) on the School Corporation website and e-mailed to all teachers and administrators. Any similar vacancy occurring on, or after, April 1 and on, or before, July 31, shall be posted on the School Corporation website and e-mailed to all teachers and administrators within ten (10) working days of its occurrence. Any similar vacancy occurring on, or after, August 1 and on, or before, September 30 shall be posted on the School Corporation website and e-mailed to all teachers and administrators within two (2) working days of its occurrence. These permanent vacancies created on, or after, August 1, but on, or before, September 30 shall be effective and filled for the current school year.

It is the principal’s responsibility to place the posting on the designated bulletin board within one (1) working day of the official posting date. It is the Association representative’s responsibility to check the posting. The official posting date shall be the date the posting first appears on the School Corporation website.

When posting vacancies, every effort shall be made to minimize the areas of certification for each posting.

A full time vacancy otherwise subject to the posting procedures under this Article may not be filled, prior to posting, by offering the position to a part time teacher within the building where the full time vacancy exists, unless the part time teacher previously held a full time assignment in the building and was reduced, either voluntarily or involuntarily, to a part time position. In such a case the reduced teacher shall be given the option of returning to a full time assignment before any posting is made.

Properly certified teachers on a regular teaching contract, who will have completed their third teaching contract with the School Corporation prior to the start of the school year in which the posted position will be available, including semi-permanent and permanent teachers on probation, may respond to a posting, in writing, to the Executive Director of Employee Relations as follows:

A. Within five (5) working days after the official posting date if the posting takes place on, or after, April 1 and on, or before, August 19.
B. Within two (2) working days after the official posting date if the posting takes place on, or after, August 20 and on, or before, September 30.

Section 2. Vacancies During the School Year

Permanent teaching vacancies occurring on, or after, October 1 of any school year will be filled, without posting, on a temporary basis until the end of the same school year, and if
Section 3. Filling Vacancies

A. Permanent vacancies shall be filled on the basis of seniority except as otherwise provided in this Agreement. If two (2) or more applicants have the same length of seniority, the building principal in the building where the vacancy exists will make the final decision.

B. Should the Board decide that any building adopt a “balanced calendar” or “year round school” calendar, which is a different calendar from the traditional calendar, teachers in that (those) building(s) shall be given priority when replying to vacancies over teachers from other buildings not changing calendars. Teachers in the affected building(s) will be given such preference only from April 1 to September 30 of the year in which the building will adopt the new calendar. If more than one teacher from these affected building(s) bid on vacancies, the positions will be filled on the basis of seniority between teachers in the affected building(s). This priority in placement for vacancies is only for the first year in which the school calendar is changed, and teachers interested in this provision must notify the Executive Director of Employee Relations of their interest in this priority by April 1, or fifteen (15) days after the official adoption of the new calendar, whichever is later. After that period ends, the regular posting procedures in Article VII apply for those teachers as well.

C. The Director of Human Resources may designate one (1) out of every two (2) postings as “wild card” postings. “Wild card” postings will not be filled using the vacancy filling process provided in Paragraph A of this Section, but shall be filled at the principal’s discretion.

D. Vacancies resulting because of leaves or job shares need not be posted and shall be filled at the discretion of the building principal, and do not count as “wild card” postings.

E. Vacant positions that are used to place varsity head coaches for boys and girls basketball, and football, and which are posted on, or after, April 1 and on, or before, September 30, will be filled using the “wild card” procedure. However, these “wild card” postings shall not be counted towards the “wild card” limits set out in Paragraph C above.

F. A teacher may not bid on a posted vacant position in the teacher’s current building.

G. Positions at the new Paul Harding College and Career Academy shall all be considered “wild card” postings, and shall not be counted towards the “wild card” limits set out in Paragraph C above.

Section 4. Notification of Successful Applicant
The successful applicant will be notified by e-mail by the Executive Director of Employee Relations, or his/her designee, and must make a decision to accept or not accept the offered position within twenty-four (24) hours of the time of this contact from the Executive Director of Employee Relations.

Section 5. Definition of Properly Certified

An “in-house” applicant will be considered “properly certified” if:

1. The applicant has a current valid Indiana teacher’s license authorizing the teacher to teach the grade level or subject area(s) covered by the posted vacancy; or

2. The applicant produces, on or before the deadline for responding to a posting, a letter from the college or university that processes the applicant’s Indiana teacher’s license application certifying that the applicant is eligible for an Indiana teacher’s license authorizing the teacher to teach the grade level or subject area(s) covered by the posted vacancy.

Section 6. Limitations on Subsequent Transfers

An “in-house” successful applicant may not apply for another vacancy unless prior to the start of the school year in which the vacancy will become effective the individual will have completed three (3) years, or a major portion thereof, in the building transferred to under this Article.

Section 7. Posting Response Denied

In the event a posting response is rejected, the Executive Director of Employee Relations shall state in writing the reason(s) the response was rejected, if so requested, in writing, by the teacher.

Section 8. Permanent Vacancy Not Filled

A permanent vacancy not filled by a certified teacher under regular contract shall be offered to every properly certified teacher on the recall list on the basis of seniority before the position is offered to an outside applicant.

Section 9. Vacancies Created By Corporation Changes

Permanent teaching vacancies created directly by the closing of a school, moving a grade level to another building, or moving a program to another building shall be filled first by the teachers in those positions. Teachers in those positions shall choose the available positions by seniority. If a teacher elects not to choose one of the newly created positions, he/she shall be considered displaced and shall be dealt with according to Article IX of this Agreement. Vacancies not filled by the process outlined in this Section shall be filled according to Section 1 of this Article.

Section 10. Extracurricular Vacancies
A. Building Level Postings: All extracurricular vacancies shall be posted, first in the building in which they occur, by the building principal within ten (10) working days after the conclusion of the activity or within ten (10) working days after the extracurricular vacancy occurs, whichever comes first. The building principal and the Association representative shall each receive copies of the posting. It is the principal’s responsibility to place the posting on the designated bulletin board within one (1) working day of the official posting date. It is the Association representative’s responsibility to check the posting. Teachers on a regular teaching contract wanting consideration for such position(s) shall notify the principal, in writing, within five (5) working days after the posting date. All applicants who are teachers shall be given an interview, except that if there are more than three (3) teacher applicants, at least three (3) teacher applicants will be interviewed. In addition the building principal shall consult with the varsity coach / head sponsor before making a final decision. Although filling such vacancies with qualified teachers is preferred, the final decision as to which applicant (teacher or non-teacher) is selected to fill the vacancy shall be at the discretion of the building principal. Such decisions are not subject to review through the grievance/arbitration process.

B. Corporation Wide Posting of Building Level Vacancies: If the vacancy is not filled in the building, it shall be posted corporation-wide by the Executive Director of Employee Relations within fifteen (15) working days after the initial building posting. The building principals and the Association representatives shall all receive copies of the posting via e-mail. It is the principal’s responsibility to place the posting on the designated bulletin board within one (1) day of the official posting date. It is the Association representative’s responsibility to check the posting. Teachers on a regular teaching contract wanting consideration for such position(s) shall notify the Executive Director of Employee Relations in writing within five (5) working days after the posting date. All applicants who are teachers shall be given an interview, except that if there are more than three (3) teacher applicants, at least three (3) teacher applicants will be interviewed. In addition the building principal shall consult with the varsity coach / head sponsor before making a final decision. Although filling such vacancies with qualified teachers is preferred, the final decision as to which applicant (teacher or non-teacher) is selected to fill the vacancy shall be at the discretion of the building principal. Such decisions are not subject to review through the grievance/arbitration process.

C. Programs Directed by Central Office Administrator: If a vacancy occurs in a program directed by a central office administrator, the vacancy shall be posted for five (5) working days and shall be filled by the central office administrator responsible for the program.

D. Reposting of Positions Not Filled By an “In-House” Applicant: If there are no successful applicants within the School Corporation for a building level extracurricular vacancy, or a corporation level extracurricular vacancy filled by a central office administrator, the position will be filled for a period of one (1) year, at which time the position shall be posted again, as specified in Section 10 of this Article.
E. Department Heads / Team Leaders:
The following number of department heads / team leaders shall be appointed in each building for each school year:

- 7-12 or 9-12 building 8
- Middle School building 4
- Elementary building 2

The building administrator shall have the discretion to select the department head/team leader without regard to seniority and to determine subject area/class clusters to be served by an appointed department head/team leader. For the number of department heads/team leaders listed above, compensation may not be split between two (2) or more individuals. If a school elects to have more than the above listed number of department heads/team leaders, then the compensation for these additional department head/team leaders may be split between two (2) individuals in accordance with Appendix B.

Section 11. Outside Applicants / Emergency Permits

Outside applicants hired, after July 1, 2007, to fill a vacancy on an emergency permit shall, as a condition of continued employment, complete the certification process for the certification area(s) covered by the emergency permit, regardless of the individual’s subsequent building assignment. The certification process required under this Article must be completed before the start of the individual’s fourth contract with the School Corporation.
ARTICLE VIII

Summer School

Section 1. Specific Building Vacancies

A. Summer school vacancies occurring in a specific building shall be posted by the building principal on April 20, or within two (2) working days, after the vacancy occurs, or if the position is created after April 20 as a result of unanticipated student enrollment, in that building, and shall be filled by a teacher in that building. The building principal and the Association representative shall each receive copies of the posting via e-mail. It is the principal’s responsibility to place the posting on the designated bulletin board within two (2) working days of the official posting date. It is the Association representative’s responsibility to check the posting.

B. Teachers within the building wanting consideration for such positions shall notify the building principal, in writing, within five (5) working days after the official posting date of their interest. The building principal shall make the assignment. If no teacher in the building is assigned the position, the position shall be posted corporation-wide as provided in Section 2A. The building principal shall make the assignment.

Section 2. Central Location Vacancies/Corporation-Wide Postings

A. All summer school teaching vacancies occurring at a central location and any unfilled building summer school positions to be posted corporation-wide shall be posted by the Executive Director of Employee Relations on the first school day in May, or within two (2) working days, after the vacancy occurs, or if the position is created after the first school day in May as a result of unanticipated student enrollment, All building principals and Association representatives shall each receive copies of the posting via e-mail. It is the principal’s responsibility to place the posting on the designated bulletin board within two (2) working days of the official posting date. It is the Association representative’s responsibility to check the posting.

B. Certified teachers with a current teaching license wanting consideration for such position(s) shall notify the Executive Director of Employee Relations, in writing, within five (5) working days after the official posting date. Summer school vacancies occurring at a central location or those building vacancies posted corporation-wide shall be filled by seniority. If two (2) or more applicants have the same length of seniority, the applicant with the greatest credited teaching experience shall fill the vacancy. If two (2) or more applicants have the same length of seniority and years of credited teaching experience, the position will be filled by lot.
Section 3. **Contract**

Teachers employed in summer school shall receive a Supplemental Service Teacher’s Contract.

Section 4. **Compensation**

Teachers shall be paid an hourly rate equal to the teacher’s current base salary divided by the quantity six (6) times the number of teacher work days in a regular school year. Summer school salaries shall be paid every two (2) weeks beginning with the second pay in June or the next regularly payroll distribution following the submission of required claims and/or timesheets, whichever is applicable. Payment will be made in the same manner in which the teacher was paid during the regular school year (check or direct deposit).

Section 5. **Leaves**

Leaves as set forth in Article XI and Article XIII shall apply to summer school assignments; except as limited in this section. No family illness day or personal illness day may be used during any summer school assignment to cover any absence related to elective surgery. Also, no more than one (1) personal business leave day may be used during a summer school assignment. For the purpose of determining when new benefit days accrue, summer school shall be considered an extension of the prior school year.

Section 6. **Work Limitation**

A teacher may work in only one (1) summer program for a period of twenty (20) days. If there are not enough applicants for available summer school positions, this limit may be waived.

Section 7. **Summer Center**

So long as the Summer Center Program operated by the School Corporation is funded in whole, or in major part, by private foundation grants, the selection of Summer Center employees shall not be subject to any provisions of this Agreement.
ARTICLE IX

Reduction in Force

Section 1. Procedure

A. In making the necessary corporation reduction in certified teaching staff positions, the Board shall first do so through natural attrition (i.e., retirements, leaves of absence, resignations, etc.). If this is not possible seniority, as defined in Article II, Section 2J of this Agreement, shall govern lay-offs.

B. If a teacher’s current building assignment is not available due to a reduction in staff, he/she shall replace the teacher in that building with the least seniority in the area(s) for which the displaced teacher (defined as a teacher whose current building assignment is not available or current building assignment’s FTE has been reduced) is currently certified. In making assignments, principals must fill the schedule of the teacher with more seniority prior to filling the schedule of a teacher with less seniority. However, in making such assignments, the building principal shall not increase any teacher’s FTE without following the posting procedures outlined in Article VII, unless the part time teacher previously held a full time assignment in the building and was reduced, either voluntarily or involuntarily, to a part time position. In such a case, the reduced teacher shall be given the option of returning to a full time assignment before any posting is made. If study halls are available in the master schedule, teachers with less than full teaching schedules will be assigned one (1) study hall per semester. Study hall assignments will be made by seniority. Principals may choose to assign more than one (1) study hall per semester. Assignments will not be made without first discussing them with the teacher.

C. A displaced teacher shall have the following options:

1. Accept any FTE reduction in the individual’s current assignment.

2. Apply for a vacancy if he/she satisfies the conditions set forth in Article VII, Section 1, and/or

3. Attend the placement meeting, held on the second Monday in May. At the placement meeting, the displaced teacher may elect by seniority a position from the list of unanswered postings.

4. If the teacher does not select a position at the placement meeting, or, if the displacement occurs after the placement meeting, the teacher may elect to displace the least senior teacher in the School Corporation in any of the area(s) in which he/she is currently certified. An open position shall be considered the least senior teacher’s position for that certification area. If there is more than one open position, the teacher may choose from any of the open positions.
D. A teacher assigned a position through the procedure set forth in Article IX, Section 1C, must stay in the position for one (1) year unless a transfer is approved by the Executive Director of Employee Relations.

E. A teacher who is without a position at any time after the conclusion of the placement meeting will be placed on the recall list.

F. Displaced teachers whose last building assignment was less than a full-time assignment may, but are not required to, elect by seniority a full-time position at the placement meeting. Any displaced teacher whose last building assignment was less than a full-time assignment not electing a position at the placement meeting will be placed on the recall list to be recalled to any available position in the area(s) in which the displaced teacher is certified but such displaced teacher may ask to be recalled only to positions that are the same FTE as the position from which the teacher was displaced.

G. Any teacher whose current building assignment is less than a full-time assignment may elect to be voluntarily displaced by relinquishing rights to the teacher’s current assignment and requesting an invitation to the May placement meeting. Notice of intent to be voluntarily displaced shall be submitted to the Human Resources Department, in writing, on or before April 1. Any voluntarily displaced part-time teacher shall have the same rights and options at the placement meeting that are available to involuntarily displaced part-time teachers.

Section 2. Recall List – Creation

Teachers on the recall list will be recalled on the basis of seniority for the available positions in their areas for which they are certified. If recalled, it shall be by personal contact if possible and by registered or certified letter addressed to the employee at the last address appearing in the Board’s records. If the recalled teacher does not respond affirmatively, in writing, to the Executive Director of Employee Relations within seven (7) calendar days from the date of personal contact the teacher will be removed from the recall list. If no personal contact occurred and the recalled teacher does not respond affirmatively within fourteen (14) calendar days from the date the recall letter was received at the designated post office, the teacher will be removed from the recall list. Temporary assignments (filling in for another teacher on leave) may be offered to a teacher on recall, but no teacher shall be removed from the recall list for refusing to accept a temporary assignment. Nor shall a teacher be removed from the recall list for refusing to accept a position in a certification area other than a certification area in which the teacher taught before displacement. Nor shall a teacher be removed from the recall list for refusing to accept a position in a certification area other than a certification in which the teacher taught before displacement. However, this right of refusal shall not apply to a teacher who taught the prior school year on an emergency permit.

Section 3. Recall List – Active Status

A teacher released because of reduction in force shall not have his/her seniority broken for a period of one (1) year. After one (1) year on recall, his/her name shall be removed
from the recall list unless an extension is requested by the teacher to remain on the recall list for a second year. The request from the teacher must be in writing and sent to the Executive Director of Employee Relations, prior to April 15 of the first year on recall.

Section 4. Recall List – Completion of Obligations

A recalled teacher shall be allowed to complete any contractual obligations to another employer and remain on recall with the School Corporation subject to Section 3 of this Article, if the recall notice is sent after July 31.

Section 5. Seniority Termination

School Corporation seniority shall be broken and the employment relationship terminated when a teacher:

A. resigns.
B. is terminated for just cause.
C. fails to respond to recall as provided in Section 2 of this Article.
D. fails to notify the Executive Director of Employee Relations of his/her desire to remain on the recall list as provided in Section 3 of this Article.
ARTICLE X  
Hours of Work

Section 1.  School Year

The school year for all teachers shall be one hundred eighty-five (185) days as specified by the school calendar. The annual school calendar shall not be adopted by the Board until calendar changes have been submitted to and discussed with the Association. After discussion with the Association, the calendar may be modified for the efficient operation of schools. If student make up days are scheduled at the end of the adopted calendar year, the last student day will also be the last teacher day. Prior to the first day of student attendance each year, teachers shall be guaranteed the equivalent of one (1) full contract day of uninterrupted work time in the teacher’s building. However the Superintendent shall determine the day, or portion of a day, assigned to this guaranteed uninterrupted time.

Teachers with less than a 1.0 FTE assignment are required to attend each full work day on non-student attendance days. In computing the part time teacher’s FTE, this work assignment shall be included. The work year schedule of a teacher with less than a 1.0 FTE assignment may include either parts of each student day or such other schedule as approved by the Superintendent. The provisions of this paragraph shall not apply to bargaining unit members participating in ‘job shares’ approved under Article XVIII.

The hourly rate of pay for teachers shall be calculated using 185 days per year.

Section 2.  School Week

The teacher school week shall consist of a maximum of five (5) days, Monday through Friday, inclusive. After discussion with the Association, the week may be modified for the efficient operation of the schools.

Section 3.  School Day

A. A full-time teacher’s school day shall consist of a maximum of eight (8) hours per day.

B. The starting and ending of the teacher’s school day may vary with the agreement of the teacher and building principal.

C. Teachers working less than a complete school day, as defined in Paragraph A of this Section, shall have their school day defined as arrival time (30 minutes), departure time (10 minutes), instructional time, supervision time, passing time, preparation time, and lunch time.

D. A teacher starting before 11:00 a.m. and ending after 1:00 p.m. shall be provided thirty (30) minutes duty-free time between the hours of 10:00 a.m. and 2:00 p.m. exclusive of preparation time.

E. Teachers shall be compensated pursuant to Article XIV, Section 6 for any voluntary work beyond the normal school day requested by the Superintendent or his/her designee.

Section 4.  Parent/Teacher Conferences
The times for teacher attendance during Parent / Teacher Conferences may be different times than those established at the beginning of the school year, subject to the following conditions. If an individual building wishes to have parent teacher conferences, or a back to school night, that would require teacher attendance at different times than those established at the beginning of the year, the following procedure will be followed to select the date(s) for such events:

1. A plan will be developed by a committee consisting of the Association building representatives and the principal. This plan will be presented to the faculty, listing the times and dates teachers would be required to be in attendance which is different from the times established at the beginning of the year. For each proposed date of parent teacher conferences, a “back-up date” will also be proposed, and presented at the same time as the above plan.

2. If the plan requires teacher attendance exceeding the normal eight (8) hour teacher day, teachers will be required, on another date, but in no circumstances during the last week of the school year, to be in attendance for only the difference between 8 hours and the amount of time on the conference day(s) which exceeds eight (8) hours. The exact date and time of teacher attendance for this shortened day will be presented as in Paragraph 1 above.

3. In no event shall any school’s day (times of required teacher attendance) be shortened by less than the difference between seven and three quarter (7 ¾) hours and the amount of time on this conference day(s) exceeding seven and three quarter (7 ¾) hours. In other words, this time cannot be split between two (2) or more days.

4. All teachers in the school building will have the same schedule for both the parent teacher conference day, and the shortened day.

5. When utilizing a multiple day parent teacher conference format, traveling teachers (teachers whose teaching assignments require them to be in more than one (1) building per day) will attend conferences in one (1) building per day with hours the same as the teachers in that building. In no case should the traveling teacher’s total hours exceed the amount stipulated in Paragraph 1 above. In such cases, adjustments will be made to the traveling teacher’s schedule to keep it in compliance with Paragraph 2 above. The school site and day of attendance will be determined by mutual agreement of the two (2) building principals.

6. Teachers whose assignments are split between two(2) or more buildings (but spend each day in only a single building) will submit in writing to such teacher’s building principals a proposal explaining how the hours of parent teacher conferences will be split between the two (2) or more schools. When possible, the teacher with a split assignment will spend time in only one (1) building per day. If not possible, travel time will be calculated into the teachers’ total conference hours.
7. The proposed plan, including the backup dates, will be presented to the faculty for approval at least one day before voting. Voting is by ballot, with tabulation by the committee and principal (as defined in this Section).

8. If the plan does not receive a majority vote (over 50% of the bargaining unit members in the building), then the proposed parent teacher conferences cannot be held on that day.

9. If a building wishes to have these conferences on different dates throughout the year, it may be included in one vote. Otherwise, a separate plan, and subsequent vote, will be presented for each date.

10. The purpose of these dates is to meet and confer with the parents. Any other use of this time, such as in service or faculty meetings, is prohibited.

11. Every effort shall be made to present the plan to the faculty for the entire school year, including backup dates, to the faculty prior to the end of the preceding school year.

12. If it should be necessary to cancel Parent Teacher Conferences due to inclement weather, the agreed upon backup dates shall be used, and the conditions set forth in part 13 (a, b, c, d) below shall be in effect. If inclement weather forces the cancellation of Parent Teacher Conferences on the backup date, the conditions set forth in part 13e below shall be in effect.

13. Should a teacher be unavailable for attendance at parent teacher conferences outside the normal teacher work day, the following procedure will be followed:
   a. If the teacher’s unavailability is due to a school-assigned role in a School Corporation extracurricular activity, the teacher shall be excused from the parent/teacher conference and shall not be charged a benefit day. Coaches and sponsors of extracurricular activities shall make every effort not to schedule an extracurricular activity to conflict with scheduled parent/teacher conferences once the parent/teacher conference schedule is established for a building.
   b. If the teacher unavailability is due to taking, or teaching, a college course that is work-related, that maintains or improves the teacher’s skills required in the teacher’s employment with the School Corporation, the teacher shall be excused from the parent/teacher conference without the loss of a whole, or partial, benefit day, if the teacher is willing to, and does, make up the lost time.
   c. If the teacher must miss less than one-third of the total parent/teacher conference time due to a previously-scheduled conflict not covered by Paragraphs a or b, the teacher shall be
excused from the conflicted portion of the parent/teacher conference time if the teacher makes up the lost time.

d. If the teacher must miss more than one-third of the total parent/teacher conference time due to a previously-scheduled conflict not covered by Paragraphs a or b, the building administrator shall have the discretion to either require the teacher to use a whole, or partial, personal leave day to cover the absence or allow the teacher to make up the lost time.

e. If Parent Teacher Conferences are canceled on their original date and also on the backup date, teachers are urged to attend any subsequently rescheduled conferences. If a teacher is unable to attend the rescheduled conference the teacher may use a whole, or partial, personal leave day to cover the absence or make up the lost time. The purpose of this time is to provide access to parents, via personal conferences in the building or by phone/e-mail.

14. For elementary teachers who have in excess of twenty-two (22) students, a substitute teacher will be hired to allow the teacher to complete additional parent-teacher conferences outside the time scheduled for such conferences, on the following schedule:
   a. 23 – 32 students – ½ day substitute
   b. 33 – 42 students – 1 day substitute
   c. 43 – 52 students – 1 ½ day substitute
   d. 53 – 62 students – 2 days substitute

Section 5. Preparation Time

A. Elementary teachers shall be provided a time period each day equal to or exceeding the length of a student’s art, music, or physical education class of preparation time being continuous and uninterruptible (known as “protected preparation time”). Such protected preparation time may be scheduled by the building principal either before, or after, the student instructional day or during the student instructional day. It is understood that music, art, and physical education periods may be counted towards said protected preparation time, provided that the teacher has no pupil responsibilities. Every effort shall be made to schedule the protected preparation time during the same block of time each day. Changes in the period(s) of time assigned as protected preparation time can be made at the beginning of a new semester, or at any time with the mutual consent of the teacher and the building administrator. Meetings and conferences may be scheduled, on no more than three (3) days on a ten (10)-day cycle, and may be scheduled on one (1) working day’s notice, during an elementary teacher’s non-protected preparation time or during other times when the teacher is not responsible for student instruction or supervision, except during the teacher’s protected preparation times. A teacher may be required to attend a special education or Section 504 case conference during the teacher’s protected preparation time. Every effort will be made to schedule these meetings during a teacher’s non-protected preparation time. If such scheduling is not possible, then the meeting may be scheduled during a teacher’s protected preparation time. If such a meeting must be held during the teacher’s protected preparation time, every effort will be made to minimize the time the teacher is required to be in attendance at
said meeting. In any event, a teacher will be given one (1) working days notice of such special education or Section 504 case conference, unless an emergency requires convening the conference with less notice. Emergency meetings may be called at any time when necessary. Any emergency meeting called by the building principal during the teacher’s protected preparation times shall be based on a planned agenda and shall be as brief as possible. No meeting, emergency or non-emergency, shall be called for the sole purpose of issuing instructions that could be handled through written or electronic mail, communications. Attendance at any non emergency meeting called during protected preparation times shall be strictly voluntary.

B. Every middle/junior high school teacher shall be guaranteed continuous, uninterrupted preparation time (“protected preparation time”) equal to the length of a regular scheduled class period each day or forty five (45) continuous, uninterrupted minutes each day, whichever is greater. Meetings and conferences may be scheduled, on one (1) working days notice, during a middle/junior high school teacher’s non-protected preparation time or during other times when the teacher is not responsible for student instruction or supervision, except during the teacher’s protected preparation times. A teacher may be required to attend a special education or Section 504 case conference during the teacher’s protected preparation time. Every effort will be made to schedule these meetings during a teacher’s non-protected preparation time. If such scheduling is not possible, then the meeting may be scheduled during a teacher’s protected preparation time. If such a meeting must be held during the teacher’s protected preparation time, every effort will be made to minimize the time the teacher is required to be in attendance at said meeting. In any event, a teacher will be given one (1) working days notice of such special education or Section 504 case conference, unless an emergency requires convening the conference with less notice. Emergency meetings may be called at any time when necessary. Any emergency meeting called by the building principal during the teacher’s protected preparation times shall be based on a planned agenda and shall be as brief as possible. No meeting, emergency or non-emergency, shall be called for the sole purpose of issuing instructions that could be handled through written or electronic mail, communications. Attendance at any non emergency meeting called during protected preparation times shall be strictly voluntary.

C. Every high school teacher shall be guaranteed continuous, uninterrupted preparation time (“protected preparation time”) equal to the length of a regularly scheduled class period each school day. Meetings and conferences may be scheduled, on one (1) working days notice, during a high school teacher’s non-protected preparation time or during other times when the teacher is not responsible for student instruction or supervision, except during the teacher’s protected preparation times. A teacher may be required to attend a special education or Section 504 case conference during the teacher’s protected preparation time. Every effort will be made to schedule these meetings during a teacher’s non-protected preparation time. If such scheduling is not possible, then the meeting may be scheduled during a
teacher’s protected preparation time. If such a meeting must be held during the teacher’s protected preparation time, every effort will be made to minimize the time the teacher is required to be in attendance at said meeting. In any event, a teacher will be given one (1) working days notice of such special education or Section 504 case conference, unless an emergency requires convening the conference with less notice. Emergency meetings may be called at any time when necessary. Any emergency meeting called by the building principal during the teacher’s protected preparation times shall be based on a planned agenda and shall be as brief as possible. No meeting, emergency or non-emergency, shall be called for the sole purpose of issuing instructions that could be handled through written or electronic mail, communications. Attendance at any non emergency meeting called during protected preparation times shall be strictly voluntary.

D. In addition to the non-teaching time outlined above, all teachers shall be granted thirty (30) minutes duty free time between the hours of 10:00 a.m. and 2:00 p.m. each work day (“statutory duty free time). 

E. The uninterrupted protected preparation period for a traveling teacher shall be continuous and may be utilized at either school site at the discretion of the teacher.

F. Non-teaching time, not designated as “statutory duty free time,” shall be used for daily preparation, meetings, or other assignments, except as provided in paragraphs A, B, and C of this section, and shall not be considered “duty free time.”

Section 6. Partial Work Day Preparation Time

Teachers working less than a complete day, as per Section 3A of this Article, shall have their preparation time pro-rated as follows:

A. Elementary teachers shall receive twenty (20) minutes. Beginning in the 2008-09 school year, elementary teachers shall receive thirty-seven and one-half (37.5) minutes, with one (1) block of protected preparation time being not less than twenty (20) minutes.

B. High school and middle/junior high school teachers shall receive the amount of time as follows:
   1. Schools with a seven (7) period day shall receive nine (9) minutes of preparation time per each class taught.
   2. Schools with a six (6) period day shall receive twelve (12) minutes of preparation time per each class taught.
   3. Schools with a five (5) period day shall receive eighteen (18) minutes of preparation time per each class taught.
   4. Schools with a four (4) period day shall receive thirty (30) minutes of preparation time per each class taught.

Section 7. Co-curricular Activities
All co-curricular activities meeting during the student school day shall be sponsored first on a voluntary basis. Thereafter, assignments may be made by the building principal. However, all co-curricular assignments for which a student receives a grade shall be assigned to the teacher assigned to teach the course associated with the co-curricular activity, provided the teacher was initially hired to teach the course, or bid into the position, associated with the co-curricular activity.

Section 8. Additional Released Time for Classroom Elementary Teachers

A. Kindergarten teachers with two (2) classes shall be given four (4) days released time per year to conduct testing and submit reports required by the School Corporation. Kindergarten teachers with one (1) class shall be given two (2) days released time per year to conduct testing and submit reports required by the School Corporation. These additional days shall be taken in one half (1/2) day increments, unless otherwise mutually agreed by the teacher and the building administrator, and are subject to the conditions in paragraph B below.

B. Classroom elementary teachers, except kindergarten teachers who are covered in paragraph A above, shall be given two (2) days released time per year to conduct testing and submit reports required by the School Corporation. Where two teachers share one class in the one building (“job sharing”), the teachers shall be given only two (2) days to be shared as the teachers mutually agree. A part time elementary certified staff member of the bargaining unit, except kindergarten who are covered in paragraph B above, shall have such additional days pro-rated based on the member’s FTE, rounded to the nearest half day. These additional days shall be taken in one half (1/2) day increments, unless otherwise mutually agreed by the teacher and the building administrator, and are subject to the following:

1. Teachers must work in their respective buildings.
2. These days must be scheduled with the building principal in advance, and are subject to building level limits and corporation level limits as agreed upon by the Board and the Association.
3. These days may not be taken on Friday afternoons, or the day before, or after, a vacation day or holiday.

C. All special education teachers (pre-school, elementary, and secondary), except speech therapists, shall be given two (2) days released time per year to conduct testing and submit reports required by the School Corporation, subject to the conditions in paragraph B above. These days may be used in full or half day increments at the teacher’s discretion.

D. All speech therapists shall be given two (2) days released time per year to conduct testing and submit reports required by the School Corporation, subject to the conditions in paragraph B above, and provided that the use
of these days can only be used during the speech therapist’s “indirect delivery week.” These days may be used in full or half day increments at the teacher’s discretion.
ARTICLE XI
Leave of Absence With Pay

Section 1. Personal Illness Leave

A. A teacher shall be credited with ten (10) new sick leave days each year. The maximum number of sick leave days a teacher may accumulate is one hundred twenty (120), unless the teacher has voluntarily reduced the teacher’s maximum in accordance with paragraph F below.

B. Sick days may be used because of illness, disability, medical appointment, or quarantine that substantially prevents the teacher from carrying out the teacher’s duties. Sick days must be taken in half or whole day units consistent with Article XI, Section 11.

C. All days accumulated in the teacher’s last previous U.S. school system shall be available during the teacher’s first year of employment with the School Corporation.

D. At the beginning of each school year, teachers will be notified of the number of sick days the teacher has accumulated. Teachers will have their accumulated sick days plus their new sick days available at the beginning of the school year.

E. Sick leave shall not be paid where other benefits are available if the inability to work is due to sickness or accident for which Workers’ Compensation, Social Security, other statutory benefits, or any other insurance benefits are payable except as provided in Article XI, Section 10 of this Agreement. In no event will the total amount of compensation paid from any source exceed the teacher’s regular pay.

F. Teachers who have accumulated more than ninety (90) personal sick leave days as of July 1, 2007 may be compensated for any sick days in excess of ninety (90) as follows: Sixty percent (60%) of daily substitute rate per day. Once a teacher lowers his/her maximum accumulated sick day amount under this Paragraph, he/she cannot ever accumulate above this reset maximum. The maximum number of days the Board will “buy back” under this Paragraph during the term of this Agreement is 2,501 days. A teacher desiring to sell back excess sick leave days under this Paragraph shall make application to the Human Resources Department on or before September 15 of any school year. If, in any year of this Agreement the number of excess sick leave days offered for buy back exceeds the remaining maximum number of days the Board is obligated to buy back, the buy back shall be a ratio of the total number of days offered for buy back divided by the total number of days left in the maximum number of days the Board agreed to buy back. The monies will be deposited in the teacher’s VEBA account no later than the date of the first pay period in October.
G. Teachers who are at their maximum sick day accumulation and who do not use all their new sick days in a given school year shall be compensated for those days as follows: Sixty percent (60%) of daily substitute rate per day. The date for determining the number of days used under this Paragraph shall be the day before school starts. The monies will be deposited in the teacher’s 401(a) or VEBA account no later than the date of the first pay period in October. For payments in October 2010 and 2011, this shall be seventy percent (70%).

H. Any days missed due to sickness or accident which would qualify for coverage by Workers’ Compensation insurance will not be charged against sick leave accumulation. Any sick leave days used to cover missed days later determined to be days missed due to an absence that qualifies for coverage by Workers’ Compensation insurance shall be restored to the teacher’s sick leave account.

Section 2. Family Illness Leave

If an illness /injury/ medical appointment of a teacher’s spouse, child, step-child, child-in-law, parent, step-parent, parent-in-law, or a person living in the teacher’s household as part of the family, or, a life-threatening injury/illness, hospitalization, or out-patient surgery of a teacher’s grandparent, grandchild, brother, sister, including persons in such categories related to the teacher due to marriage, calls for his / her absence from work, he /she shall be permitted three (3) days off with pay per year. These days are non-accumulative from year to year. A teacher may elect to use ten (10) days of accumulated personal sick leave for family illness, subject to the requirement of Section 1 of this Article. In extenuating circumstances, the Superintendent may authorize the use of more than ten (10) days of accumulative personal sick leave for family illness purposes. Family illness leave is not to be used to “baby sit” for a sick or ill individual not living in the teacher’s household, nor to be used to accompany a sick or ill individual on a vacation trip.

Section 3. Personal Business Leave

A. Each teacher shall be entitled to be absent from work three (3) days each school year for the transaction of personal business or the conduct of personal or civic affairs. Such leave may be used in whole or half day increments.

B. If a teacher does not use all of the teacher’s personal business leave in a given year, the remaining personal business leave shall be accumulated for use in a subsequent school year, except that no more than a total of two (2) days may be accumulated from earlier school years to use as personal business leave, so that the maximum total personal business leave available in any one school year would be a total of five (5) days.
C. Teachers who are at their maximum personal business day accumulation and who do not use all their new personal business days in a given school year shall be compensated for those days as follows: Sixty percent (60%) of daily substitute rate per day. The date for determining the number of days used under this Paragraph shall be the day before school starts, and compensation under this Paragraph shall commence in 2008. The monies will be deposited in the teacher’s VEBA account no later than the date of the first pay period in October. For payments in October 2010 and 2011, this shall be seventy percent (70%).

Section 4. Bereavement Leave

Bereavement leave shall be allowed as follows:

A. For the death of a spouse, child, step-child, parent, parent-in-law, brother, sister, or a person living in the teacher’s household as part of the family, a teacher shall be allowed five (5) days off with pay per death.

B. For the death of a grandparent, grandparent-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or stepparent, a teacher shall be allowed (3) days off per death.

C. For the death of members of the teacher’s family, not included in Paragraphs A and B of this Section, a teacher shall be allowed one (1) day off per death.

Section 5. Court Responsibilities

Leave for court responsibilities shall be allowed as follows:

A. Each teacher who is subpoenaed by the School Corporation to appear as a witness in court, during any workday, shall receive full compensation. A teacher subpoenaed by the Association in a suit against the School Corporation shall receive no compensation from the Board.

B. Each employee who is called for jury duty shall receive the difference in pay for time lost and the amount received as jury pay. Employees released from jury duty prior to 10:00 A.M. will be expected to return to work in a timely manner.

C. If a teacher is subpoenaed to testify in a proceeding in which the School Corporation is not involved, the teacher will be granted one day for subpoena leave. If more than one day is required, personal days may be used. If the teacher’s personal days have been exhausted, unpaid leave may be used.
Section 6. Military Leave

Any teacher who is a member of an armed forces unit or the National Guard and who shall be required to attend a meeting or other activity of the unit during the school day or days shall be excused from said teacher's contracted obligations to the School Corporation for the period of mandatory training, not to exceed fifteen (15) days in a calendar year without loss of pay or time. In the event that active duty call-up necessitates use of days beyond fifteen (15) in a calendar year, the teacher's regular salary compensation less military compensation, including all applicable fringe benefits, will continue up to a period of one year. In the event that federal or state laws governing military leave provide greater benefits than provided herein, the greater benefits shall apply.

Section 7. Compensatory Time for Class Coverage

Should the necessity arise that teachers be asked to perform substitute teaching duty during their preparation time, compensatory time will be provided as follows. On a purely voluntary basis, teachers may perform this service in half or whole periods (at the secondary level) or half or whole hours (at the elementary level). Once a teacher has accumulated an amount equivalent to one half (1/2) of teacher’s number of periods (secondary) or hours (elementary) taught (not counting preparation time) in a normal school day for that building, the teacher will be granted one half (1/2) compensatory day, which will carry over yearly if not used.

Section 8. Conference Leave

A teacher may request to attend a conference(s) in his/her teaching area or extracurricular area. An application for a conference shall be submitted to the building principal no earlier than six (6) weeks prior to the conference. If air travel arrangements must be made, the six (6) week time limit will be waived. Applications will be reviewed in the order received. Official notification shall be within one (1) week of the date submitted. A teacher shall be given an additional personal day in a year if the teacher attends a prior approved conference on a day that school is cancelled.

Section 9. Prorating of Absence

A teacher eligible for a leave of absence provided for in Section 1 through 6 of this Article where his/her regular work schedule is less than eight (8) hours shall receive a benefit pro-rated according to the number of hours in his/her regular work schedule.

Section 10. Workers’ Compensation

A. In the event a teacher is drawing temporary total disability benefits under the Indiana Workers’ Compensation statute, he/she shall receive the difference in total amount between such temporary total disability benefits and his/her regular salary up to a maximum of ninety (90) working days and such amount shall not cause the teacher’s regularly accumulated sick leave to be reduced.

B. If the teacher continues to qualify for benefits under the Indiana Workers’ Compensation statute beyond ninety (90) days, then beginning with the ninety-first (91st) day, the employee may elect to be compensated the
difference between Workers’ Compensation and the employee’s regular daily wage. Teacher’s accumulated sick leave on a basis of one-third (1/3) sick leave day until the teacher’s accumulated sick leave days shall be exhausted. Such sick leave deductions shall be rounded to the nearest half-day upon the return of the teacher to work. The teacher may elect not to receive sick leave pay from the Board and as a result such time will not be charged against the teacher’s accumulated sick leave. After the first ninety (90) day period, the Board may request a second doctor’s opinion.

Section 11. Definition of Partial Work Day

If a teacher is present less than thirty-five percent (35%) of the school day, he/she will be deducted a full benefit day. If a teacher is present at least thirty-five (35%) but less than seventy-five percent (75%) of the school day, he/she will be deducted one-half (1/2) benefit day. If a teacher is present for seventy-five (75%) percent or more of the school day, he/she will receive no deduction in benefit days. If a teacher works less than the scheduled work day without loss of benefit days, pursuant to the application of this definition of partial work day, on two (2) or more occasions during a school year, the “lost time” shall be made up as mutually agreed between the teacher and the teacher’s principal or immediate supervisor. If no mutual agreement can be reached, the teacher’s principal or immediate supervisor shall determine how the “lost time” shall be made up.
However, nothing in this Section shall be read to authorize a teacher to arrive late, leave early, or be absent from the building without the knowledge and consent of the teacher’s principal or immediate supervisor.

Section 12. Adoptive Leave

Up to five (5) days paid leave shall be available to a member of the bargaining unit for purposes of adoption. These days must follow the date the member receives de facto custody of the child within forty-two (42) calendar days, but need not be consecutive. If both adoptive parents are members of the bargaining unit, the five (5) days shall be the total number of days available for use between the two (2) members.
ARTICLE XII

Sick Leave Bank

Section 1. Operation of Sick Leave Bank

The Board shall, within thirty (30) calendar days after the beginning of the school year upon receipt of a properly completed and signed Sick Leave Bank Authorization Form, deduct one (1) day’s sick leave from the authorizing employee’s earned sick leave allotment. Individual participation in the Sick Leave Bank by certified teachers in the bargaining unit shall be voluntary but irrevocable.

The Sick Leave Bank shall be for the use of certified teachers in the bargaining unit who have exhausted their sick leave accumulation and whose request has been approved by the Association. The Association shall establish and administer the policies and procedures of the Sick Leave Bank (for the complete set of said policies and procedures, see the Sick Leave Bank Guidelines, available through the Association) subject to the following limitations:

A. The Board shall not be obligated for any additional days in the Sick Leave Bank over a maximum of 1,000 days per school year unless otherwise agreed to by the Association and the Board.

B. The Association’s decisions in granting, denying, or suspending grants of sick days from the Sick Leave Bank shall be final.

C. Teachers receiving days from the Sick Leave Bank shall be required to repay borrowed days. No further personal illness days can be used until any prior year’s payback is made. Repayment will begin on or before September 30 of the next contracted school year. Twenty (20) days is the maximum number of days to be repaid and will be prorated as established in the Association’s Sick Leave Bank Guidelines. If the member does not return the following year, or retires that year, the member must pay back the School Corporation for the number of days owed multiplied by the current substitute teacher rate, and the School Corporation will then credit the Sick Leave Bank one (1) sick leave day for each sick leave bank day repaid.

Section 2. Indemnification of Board

A. It is expressly understood that the Association agrees to indemnify and hold the Board harmless against any claim, demand, suit or other form of liability arising by reason of any action taken by the Board/Association in complying with this Article.
ARTICLE XIII
Leave of Absence Without Pay

Section 1. General Provisions:

A. A leave of absence may be granted for no more than one year. Such days may be taken in one-half (1/2) or full day units.

B. In accordance with this Article, a teacher returning from a leave which expires at any time during the school year shall notify the Executive Director of Employee Relations in writing at least ten (10) working days before the agreed time of return. The returning teacher shall be assigned to the same position held when the leave began, if that position still exists. If the position does not exist, then the teacher shall be considered displaced, and the provisions of Article IX, Section 1, shall apply.

C. In accordance with this Article, a teacher returning from a leave which expires at the end of the school year must notify the Director of Human Resources, in writing, of his/her intentions concerning employment by March 15. In unusual circumstances, this date may be extended with the approval of the Director of Human Resources. All rights as described in Section 1B of this Article shall apply.

D. All benefits accrued when the leave began shall be restored to the teacher upon resumption of duties, including movement to the next step on the salary schedule.

E. Exceptions to notification timelines and return times described in Paragraph B and Paragraph C of this Section may be approved by the Superintendent or his designee.

F. A teacher on leave shall not be denied the opportunity to substitute in the school district by reason of the fact he/she is on leave.

G. Upon request, a teacher may be given up to five (5) days leave of absence without pay per year. With the approval of the Director of Human Resources, a teacher may be granted additional days of unpaid days of absence in situations not covered by any other provision of this Agreement.

Section 2. Types of Leaves:

The following types of unpaid leave are available:

A. Professional Improvement: This type of leave includes study and exchange teaching and must be approved by the Deputy Superintendent.
B. Childbearing/Childrearing: Any teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, if she is able to fulfill the requirements of her position. Leave that is taken that is related to, or caused by, the teacher’s pregnancy shall be governed by the following:

1. Any teacher who is pregnant is entitled to a leave of absence with such leave to be taken at any time between the commencement of her pregnancy and the first anniversary of the birth of the child.

2. The teacher shall be presumed to be physically incapacitated by childbirth for a maximum period of thirty (30) working days or forty-five (45) calendar days, whichever expires first. During the period of physical incapacitation, a maximum of thirty (30) working days may be charged, at the teacher’s discretion, to her available sick leave. If the period of actual physical incapacitation, as documented by a licensed physician’s statement, extends beyond thirty (30) working days, or forty-five (45) calendar days (whichever expires first), the duration of the period of actual physical incapacitation may be charged, at the teacher’s discretion, to her available sick leave.

3. After her available sick leave has been used, the teacher may be absent without pay for the duration of the leave of absence.

4. A licensed physician’s statement certifying pregnancy must accompany the request for childbearing leave.

Both parents are eligible for an unpaid childrearing leave. For childrearing leave, a copy of the birth certificate must accompany the request. Childrearing leave must begin within six (6) weeks after the child is born.

C. Adoptive Leave: Both adoptive parents are eligible for unpaid adoptive leave. This type of leave may begin with the placement of the child or before placement, if necessary, to fulfill requirements for the adoption.

D. Illness in the Family: A leave of absence without pay may be granted to a teacher for the purpose of caring for a parent, a spouse, a brother, a sister, a son or a daughter. This leave may be for one (1) year or part thereof without pay. A signed statement from a licensed physician indicating such need must accompany the request of the teacher. The teacher desiring to return from leave for illness in the immediate family shall be assigned in accordance with Paragraph B, Section 1, of this Article.

E. Personal Illness: This type of leave is for recovering from a personal illness. A signed statement from a licensed physician showing a need must accompany the request.

F. Family and Medical Leave Act Leave: This type of leave must comply with the provisions of the Family and Medical Leave Act of 1993 as written in Administrative Regulation 4150, except that an eligible teacher
is not required to use his/her available personal, sick or other qualifying
leaves in FMLA leave situations.

Section 3. **Board Exceptions**

The Board may:

A. Extend current leaves for a period of no more than one (1) additional year.

B. Grant other types of leaves not specified in Section 2 of this Article.
ARTICLE XIV
Compensation

Section 1. Experience Requirements

A. Each teacher shall be paid an annual salary based upon his/her degree and length of service in any teaching position providing said teacher held a valid teacher’s license during each period of teaching experience. The minimum amount of service to be counted as one year of creditable experience will be the equivalent of one hundred-twenty (120) days acquired during a twelve-month period ending June 30, except that military service or military service combined with school teaching experience will be deemed equivalent to one (1) year of teaching experience, providing that such service took place within the regular school year, from August 1 to July 31. Military experience substituted for teaching experience shall not exceed four (4) years and will be allowed only if the individual held a valid regular teaching license during the time of military service.

B. For salary purposes, upon initial employment, a teacher who has completed a Master’s Degree issued by an accredited institution of higher learning shall be placed on the Master’s Salary Schedule. If a teacher subsequently completes a Master’s Degree issued by an accredited institution of higher learning, he/she shall be placed on the Master’s Salary Schedule at the beginning of his/her next non-summer school contract.

Section 2. Salaries

A. Teachers working a complete school day, as per Article X, Section 3A, shall be paid an annual salary in accordance with the salary schedule in Appendix A.

B. Teachers working less than a complete school day, as per Article X, Section 3A, shall be paid an annual salary in accordance with the salary schedule in Appendix A prorated by the minutes in the part-time teaching day divided by 450 [minutes in full teacher day] times (x) full annual teacher salary divided by 185 [teacher days in school year] times (x) number of days taught.

C. Teachers shall be paid their annual school year salary in eight (8) bi-weekly pays, based on the previous school year schedule, prior to January 1, and the option of either twelve (12) or eighteen (18) bi-weekly pays based on the current school year salary schedule after January 1. Teachers electing to be paid in twenty-six (26) installments must make the election in writing (or electronically, by e-mail) prior to the first work day of the school year. Such an election shall be irrevocable for that school year. If a teacher does not make an election prior to the established deadline, the default payment schedule will be twenty-six (26) pays. A teacher’s election shall remain valid for future school years unless revoked or modified within the deadlines established hereby. Teachers who terminate employment early in a school year as a result of resignation, retirement,
involuntary termination or unpaid leave shall be entitled to all earned compensation as of the date of separation from paid employment status, to be paid in their final paycheck.

D. In calculating a teacher’s salary, the final amount shall be rounded to the nearest dollar.

Section 3. Status Quo Contracts

Based on Indiana legislation passed in 2011, this clause becomes void.

Section 4. Extracurricular Pay

Each teacher who performs an extracurricular assignment shall, in addition to the appropriate salary indicated in Appendix A, be paid according to Appendix B. These amounts are the result of multiplying the appropriate index by the Bachelor’s base salary at zero (0) years experience. Teachers will have the option of receiving compensation for a given extracurricular assignment in one paycheck, after the conclusion of the assignment, or having it included in their contract salary and spread out over the entire year. If an extracurricular salary is to be divided among two or more individuals, the procedures set forth in Appendix B shall be followed.

Section 5. Additional Days

Extended contracts for members of the bargaining unit are subject to the following limitations:

B. Each school year, there shall be allocated additional work days to each secondary school to be used by the school’s guidance counselor(s) as assigned at the discretion of the building principal. No guidance counselor may refuse to work the additional assigned days. Said additional work days shall be allocated based on the following formula:

i. High Schools and Junior Senior High Schools.

Five (5) days, plus an additional five (5) days for each two hundred fifty (250) students or fractional part thereof.

ii. Middle Schools: Ten (10) Days

C. First year Distance Learning Instructors shall be assigned five (5) additional days. However, the number of additional days assigned to a first year Distance Learning Instructor may be reduced by mutual agreement of the bargaining unit member and the Superintendent.

D. In addition, members of the bargaining unit holding certain positions may be required to work additional days, as follows:

Vocational Agriculture—up to 55 days
Vocational Business –up to 5 days
Vocational Home Economics—up to 5 days
Interdisciplinary Cooperative Education (ICE)—up to 20 days
Technical Education---up to 5 days
Distance Learning Instructors (after First Year)—up to 5 days

The Superintendent shall determine the number of additional days to be required of each designated position on an annual basis.

E. The Superintendent may authorize, but not require, other bargaining unit members to work additional days. Such authorization may result from a request initiated by either the Superintendent or a member of the bargaining unit.

F. The compensation for each additional day shall be the bargaining unit member’s per diem for the contract year to which the days are added.

Section 6. Professional Compensation

A teacher will be paid an hourly rate of twenty dollars ($20) per hour for voluntarily attending meetings outside the teacher school day, if so directed by the Superintendent or his designee.

Section 7. Driver Education

A teacher will be paid an hourly rate equal to a Bachelor’s base salary at zero (0) years experience divided by the quantity six (6) times the number of teacher work days for serving as a driver education instructor.

Section 8. Summer School

A teacher will be paid an hourly rate equal to his/her regular salary, as indicated in Section 2 of this Article, divided by the quantity six (6) times the number of teacher work days for summer school teaching.

Section 9. Grant Funded Work Outside the School Day or Outside the School Year

A teacher will be paid at an hourly rate equal to a Bachelor’s base salary at zero (0) years experience daily rate divided by 7.5 for work outside the teacher’s school day or outside the teacher’s school year funded by outside grants. The School Corporation shall inform any member of the bargaining unit selected to perform a grant-funded assignment, prior to the member’s acceptance of the assignment, the number of hours of work to be funded through the grant. Nothing in this Section shall be read to obligate the School Corporation to continue a grant-funded assignment beyond the period covered by the salaries budgeted under the outside grant. However, the pay rate shall be $20 / hour for work funded by a government entitlement grant, such as, but not limited to, “GT” or “IDEA” funds.

Section 10. Homebound Instruction

A teacher performing homebound instruction will be paid at an hourly rate equal to the teacher’s regular salary, as indicated in Section 2 of this Article, divided by the quantity six (6) times the number of teacher work days for performing homebound instruction.

Section 11. Remediation Work
A teacher will be paid an hourly rate equal to a Bachelor’s base salary at zero (0) years experience daily rate divided by 7.5 for performing remediation work or after hours tutoring with students outside the regular school day, or outside the regular school year, except for work performed in summer school teaching covered by Section 9 of this Article.

Section 12. Attendance at Special Education or 504 Conferences Outside the Teacher Day

A member of the bargaining unit will be paid an hourly rate equal to a Bachelor’s base salary at zero (0) years experience daily rate divided by 7.5 for attending a Special Education or Section 504 case conference held outside the teacher day. Compensation will be granted for each fifteen (15) minute increment or portion thereof.

Section 13. Bonus for Waiving Rights to Transfer

A. Any teacher, with no “Needs Improvement” or “Ineffective” on the teacher’s last evaluation, finishing the teacher’s third consecutive contract at a Title I elementary school (designated as a Title I school by the School Corporation’s Deputy Superintendent), or at a secondary school whose primary attendance area contains two (2) or more Title I elementary schools (designated as Title I schools by the School Corporation’s Deputy Superintendent), shall receive a one thousand dollar ($1,000) bonus, payable in a single lump sum, with the first paycheck delivered on, or after, August 1, if the teacher agrees to waive the teacher’s right to bid on a position in another building for the next three (3) school years and agrees to complete those three (3) school years at the school to which the teacher is currently assigned.

B. Any teacher, with no “Needs Improvement” or “Ineffective” on the teacher’s last evaluation, finishing the teacher’s sixth consecutive contract at a Title I elementary school, or at a secondary school whose primary attendance area contains two (2) or more Title I elementary schools, shall receive two thousand five hundred ($2,500) bonus, payable in a single lump sum, with the first paycheck delivered on, or after, August 1, if the teacher agrees to waive the teacher’s right to bid on a position in another building for the next three (3) school years and agrees to complete those three (3) school years at the school to which the teacher is currently assigned.

C. The bonuses provided in this Section shall only be available to teachers who complete their third and sixth contract qualifying year prior to the expiration of this contract.

D. Any teacher who resigns from the School Corporation after receiving any bonus provided in this Section before completing the years of additional service required in exchange for the bonus shall repay the School Corporation one-third of said bonus for each year of the commitment not completed at the time of the teacher’s resignation.

Section 14. Summer Center
So long as the Summer Center Program operated by the School Corporation is funded in whole, or in major part, by private foundation grants, the compensation provisions of this Agreement shall not apply to any Summer Center compensation paid to any teacher under regular contract with the School Corporation.

Section 15. **Emeritus Substitute Program**

Any teacher who retires from the School Corporation is eligible to participate in the Emeritus Substitute Program, which will entitle the teacher to substitute teacher pay in the amount of a sum which is twenty percent (20%) greater than the standard substitute teacher’s daily rate of pay.

Section 16. **Teacher Retirement**

The Board shall pay the teacher’s share of his/her Indiana State Teachers Retirement Fund contribution.

Section 17. **Income Reduction**

The benefits provided to employees under Section 125 of the Revenue Act of 1978, shall be made available to any teacher so requesting. Participants must pay the monthly administrative fee.

Section 18. **Mileage Reimbursement for Traveling Teachers**

Traveling teachers will receive mileage reimbursement for the distance traveled between schools. The amount of compensation will be at the School Corporation mileage reimbursement rate. A traveling teacher is a teacher whose teaching assignment requires him/her to be in more than one (1) building per day.

Section 19. **Distance Learning – Additional Compensation**

A teacher who teaches a class via distance learning who has more than thirty-five (35) students in that class, counting those in his/her home school plus those at the distance learning school(s), will receive extra compensation as follows:

A. If there are 36 - 42 students in a distance learning class, the teacher will receive an extra two and one half percent (2.5%) of his/her teaching salary divided by three, if on a trimester schedule, for each distance learning class where this occurs.

B. If there are 43 - 50 students in a distance learning class, the teacher will receive an extra 5% of his/her teaching salary divided by three, if on a trimester schedule, for each distance learning class where this occurs.

C. If there are 51 - 70 students in a distance learning class, the teacher will receive an extra seven and one half percent (7.5%) of his/her teaching salary divided by three, if on a trimester schedule, for each distance learning class where this occurs.
learning class where this occurs and shall be granted an extra preparation period.

D. There shall be no more than seventy (70) students in a distance learning class without the consent of the instructor. If there are seventy (70) or more students in a distance learning class with the consent of the instructor, the teacher will receive an extra ten percent (10%) of his/her teaching salary divided by three, if on a trimester schedule, for each distance learning class where this occurs and shall be granted an extra preparation period.

No teacher shall be displaced as a result of distance learning class sizes exceeding forty-two (42) students.

Section 20. Retirement Bonus—Title I Attendance Area

Any teacher who retires, after meeting the TRF eligibility for TRF-provided retirement benefits, from the School Corporation, after finishing the teacher’s final ten (10) consecutive contracts at a school which is designated as part of the Title I Attendance Area by the Superintendent, under Section 14 of this Article, shall be paid a service bonus of $5000. Money to be paid under this section shall be deposited into the qualifying bargaining unit member’s VEBA account, if permitted by law, no later than the first June 30 following the individual’s last actual work day in the year of the individual’s retirement. If depositing the money into the individual’s VEBA account is not legally authorized, the bonus shall be included in the individual’s last pay in the year of the individual’s retirement. Service at a designated Title I Attendance Area school, or its predecessor, prior to July 1, 2007, shall count as service eligible for this service bonus. Also, service at two or more designated Title I Attendance Area schools may be combined to qualify for this service bonus provided such service to a designated Title I Attendance Area School is continuous and unbroken and covers the final ten (10) years of service to the School Corporation immediately prior to retirement.

Section 21. Teacher Compensation Package Calculation

In calculating the total cost of the teacher compensation package for negotiations purposes, amounts paid under sections 14 and 21 of this Article shall not be included.

Section 22. Mentor Teachers

Teachers who are certified mentors and who serve as a mentor teacher for a beginning teacher shall be compensated $600/ school year for each beginning teacher mentored at the request of the School Corporation or the amount the School Corporation receives from the State of Indiana for each mentor during a school year, whichever is greater.
ARTICLE XV
Insurance

Section 1. Types of Insurance

The Board shall provide a plan of group insurance for those certified teachers under contract with the School Corporation and their dependents. The following group health options are available:

A. Medical (hospital) and Rx Insurance program,
B. Dental Insurance program,
C. Vision Care Insurance program,
D. Group Life Insurance program, and
E. Long-Term Disability and Income Protection program.

A teacher may elect to participate in any of the options listed above and select any combination thereof. Once a teacher has made their selection to “opt-out” of Medical/Rx, Dental, Vision, Life, or LTD the coverage will not be restored to the employee. The contribution rate percentages shall be based on the composite rate percentages provided below.

Section 2. Contracts

The insurance contracts shall be considered a part of this Agreement.

Section 3. Bargaining Changes in Benefit Level Required

The manner in which these benefits will be provided shall be a matter of Board discretion. Any changes in the manner in which these benefits are provided shall take place only after discussion with the Association as outlined in Article II, Section 1, Paragraph F of this Agreement. Any change in benefit level shall be bargained with the Association.

Section 4. Board Contribution Amounts

A. Employee only: The Board shall pay ninety percent (90%) of the contract rate toward an employee only coverage premium, which includes letters A, B, C, and D of Section 1 of this Article.

B. Employee plus one: The Board shall pay eighty-one percent (81%) of the contract rate toward an employee and one (1) dependent coverage premium, which includes letters A, B, C, and D of Section 1 of this Article.
C. Employee plus two (2) or more: The Board shall pay seventy-five percent (75%) of the contract rate toward an employee and two (2) dependents coverage premium, which includes letters A, B, C, and D of Section 1 of this Article.

D. The Board shall pay ninety percent (90%) of the contract rate toward the life insurance premium for those who elect to only have life insurance (Section 1, letter D of this Article). The principal amount of the group life insurance program shall be: $25,000 until age 69; $16,250 commencing at age 70 and continuing through age 74; and $11,250 commencing at age 75 and continuing thereafter.

E. The Board shall pay ninety percent (90%) of the contract rate toward the long-term disability and income protection premium for those who have long-term disability and income protection insurance (Section 1, letter E of this Article).

F. If two (2) teachers are married to each other, each teacher shall be allowed to obtain employee only coverage.

G. If two (2) teachers are married to each other and have one additional dependent, one of the teachers shall be allowed to obtain employee only coverage and the other teacher shall be allowed to obtain employee plus one coverage.

Section 5. Leave of Absence Coverage

When a teacher is granted a leave of absence, other than FMLA leave, by the Board, he/she may continue the group insurance program during the leave period by paying the full premium for the coverage selected.

Section 6. Family and Medical Leave Act (FMLA) Leave Coverage

During an FMLA leave, the teacher may elect to continue insurance benefits at the same level as they existed prior to the leave. If a teacher elects to continue insurance benefits, he/she must continue to pay his/her portion of the premiums. If the premiums are changed, the teacher must pay his/her portion of the new premium rates. If a teacher elects not to retain coverage during FMLA leave, he/she is entitled to be reinstated on the same terms without any qualifications when he/she returns from FMLA leave.

The School Corporation’s obligation to maintain insurance benefits ceases if the teacher’s premium payment is more than thirty (30) days late. The School Corporation may, in certain circumstances, also recover from the teacher the share of the premiums the School Corporation paid during a FMLA leave if the teacher fails to return to work after the teacher’s FMLA leave entitlement is exhausted.

Section 7. Retirement Coverage
Those teachers leaving the employment of the School Corporation because of retirement may remain a part of the group plan (which includes letters A, B, and C of Section 1 of this Article) by paying the full premium for such coverage. When eligible for Medicare B, the retiree and dependents must enroll in Medicare and the School Corporation’s health plan will be supplementary to Medicare. A retired teacher may also remain part of the group life insurance program until age 65 by paying the full premium. At age 65, the group life insurance program may be converted to an individual policy in accordance with the carrier’s conversion policy.

Section 8. Miscellaneous Provisions

A. Enrollment Period. A teacher may enroll in the group insurance program during the first thirty (30) days of employment. No proof of insurability will be required of the teacher or the teacher’s dependents if they enroll during this enrollment period. Thereafter, a teacher may only add or modify coverage in accordance with Section F below.

B. Enrollment Procedures. A teacher may obtain an enrollment form from the Director of Human Resources or his/her designee. The completed form with all requested information, should be signed, dated, and returned to the Director of Human Resources.

C. Effective Date. The teacher will be insured upon receipt of the completed form by the Director of Human Resources or his/her designee.

D. For calendar year 2011, the insurance deductible will be $300/$600 with one insurance holiday scheduled to occur when the first health insurance deduction is scheduled in January. For calendar year 2012, the deductible will be $400/$800 with one insurance holiday scheduled to occur when the first health insurance deduction is scheduled in January. For calendar year 2013, the deductible will be $500/$1000 with one insurance holiday scheduled to occur when the first health insurance deduction is scheduled in January.

E. Spousal carve out will occur for EACS employees hired after July 1, 2010. If an employee’s spouse is eligible for insurance at his/her place of employment, he/she must enroll in that insurance program. EACS insurance can be provided to the spouse on a secondary basis.

F. Closed enrollment will be effective January 1, 2011. After that date, only new employees and employees with a HIPAA qualifying event will be allowed to participate in the EACS insurance program.
ARTICLE XVI

Retirement Plans/Contributions

Section 1. Establishment of Plans

The School Corporation agrees to establish and maintain a VEBA Plan, consistent with all applicable federal statutes, rules and regulations regarding establishment of, and participation in, a VEBA Plan, for all certified employees covered under this Agreement. The School Corporation also agrees to establish and maintain a 403(b) plan and a 457 plan for all certified employees covered under this agreement.

Section 2. Corporation Contributions to VEBA Plan

The School Corporation will make contributions to individual VEBA accounts for each eligible certified employee covered by this Agreement, as follows:

A. For eligible certified employees hired on, or after, July 1, 1999, an initial contribution was made to their VEBA. For eligible certified employees hired prior to July 1, 1999, this initial deposit, shall be the only VEBA Plan contribution that the School Corporation shall be obligated to make on behalf of any such individual except as otherwise provided in the Agreement.

B. For eligible certified employees hired on, or after, July 1, 1999, the School Corporation shall offer during the 2004 – 05 school year and each year thereafter contribute to the VEBA Plan account of all certified employees hired on, or after July 1, 1999, an amount equal to 1.5% of the B(0) base teacher salary for that year.

Section 3. Vesting

A certified employee covered by this Agreement last hired prior to July 1, 1999 shall become vested in the VEBA Plan upon the earlier of:

- Thirty years School Corporation service; or
- Eligibility for retirement benefits under the provisions of the Indiana State Teachers’ Retirement Fund.

A certified employee last hired on or after July 1, 1999 shall become vested in the VEBA Plan upon the completion of ten (10) years School Corporation service.

This “vesting” requirement shall be waived in the event of a covered certified employee’s death or total disability prior to separation from employment. Upon death or total disability prior to separation from employment, a participant shall be deemed to be 100% vested in his/her VEBA account. Nothing in this agreement should be interpreted to require forfeiture of a covered certified employee’s VEBA account if the employee dies or becomes totally disabled prior to separation from employment.
Section 4. **Selection of Vendor for VEBA Plan**

The Association shall have the authority to select the vendor for the VEBA Plan for certified employees covered by this Agreement.

Section 5. **Payment for Limited Use of Sick Leave in Final School Year Before Retirement**

A teacher retiring under any of the provisions of the Indiana State Teachers’ Retirement Fund shall have an additional contribution made to the teacher’s VEBA account, based on the number of sick days used by the teacher in the teacher’s final year of employment with the School Corporation:

<table>
<thead>
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<th>Sick Days Used</th>
<th>Additional Payment</th>
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<tr>
<td>A. 0-2</td>
<td>$1,500</td>
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<tr>
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<td>D. 8.5 – 9.5</td>
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This payment shall be in addition to the payment provided in Article XI, Section 1 G.
Article XVII
Teachers With Expired, Non-Renewed Licenses

Section 1. Cancellation of Contract

A teacher who has allowed the teacher’s teaching license to expire and who does not have a valid teaching license at the start of the school year shall have the teacher’s regular teaching contract declared null and void.

Section 2. Conditions/Compensation For Continued School Corporation Employment

However, such an individual may continue to fill the teacher’s assignment as a “special substitute teacher” with a salary compensation based on the teacher salary schedule at the Bachelor’s degree and zero (0) years of experience level. All other employee benefits available to a teacher under a regular contract shall be available to the individual.

Section 3. Return to Regular Contract Without Loss of Seniority

Once such an individual’s license has been renewed and the Human Resources Department has received proof of licensure, the individual will be issued a regular teacher’s contract adjusted to reflect the individual’s present degree and contractually-recognized years of experience effective as of the date the renewed license is issued and there shall be no loss of seniority from the last School Corporation hire date prior to the cancellation of his/her prior contract due to the lack of a valid teaching license. Such an individual shall be entitled to retroactive pay to the actual date of the issuance of the license for any differential between the “special substitute teacher” pay and the teacher’s pro-rata contract pay.

Section 4. Maximum Length of Such Continued Employment

No such individual may continue to teach in such a “special substitute teacher” status for more than one (1) year.
ARTICLE XVIII
Job Sharing

Section 1. Definition

Job sharing is defined as two School Corporation certified teachers sharing one full-time position.

Section 2. Qualifications for Participation

Only semi-permanent or permanent teachers who have mutually agreed may participate in a job share.

Section 3. Future Rights to Teaching Positions

The teacher who occupied the job-shared position during the prior school year retains full ownership rights to the full-time position. A teacher leaving a position to job share has the right to return to the position vacated to job share, if available, the school year following termination of the job share if the job share lasted three (3) or fewer school years. If the position vacated is no longer available or if the job share lasted more than three (3) years, the teacher who left a position to job share will be treated as a “displaced teacher” with all the rights and privileges available under Article IX should the job share terminate. A teacher filling a vacancy resulting from a job share shall be granted a regular contract and shall be entitled to remain in that position until the job-sharing teacher returns, retires, resigns or until the job share lasts three (3) school years, or a reduction in force in that building. In the case of a reduction in force, the displaced teacher will be offered the job-share position. Once a job share lasts three (3) school years and is approved for a fourth year, or, if the vacating job share teacher resigns or retires, the vacated position shall be posted as a permanent vacancy as provided in Article VII (whether the teacher was a displaced teacher or a teacher filling the vacancy).

Section 4. Length of Job Share

An approved job share shall be for the following school year only but may be renewed through reapplication. Once approved, the job share must be completed by the two (2) job-sharing teachers unless notice to dissolve the job share is submitted to the Executive Director of Employee Relations on or before the first posting date established in Article VII, Section 1.

Section 5. Application Procedure
The teachers proposing the job share shall submit an application to the Executive Director of Employee Relations by March 15 of the school year preceding the school year in which the job share shall take place. The application shall state:

A. Current teaching assignments  
B. Explanation of assignment sharing  
C. Division of the workday  
D. Division of insurance premiums  
E. Salaries  
F. Coordination of planning times

Section 6. Fringe Benefits

If the job share application is approved, both teachers will continue to receive the following benefits as specified in this Agreement: personal illness/family illness/personal business/bereavement days. Years of teaching experience shall accrue as if each were a full time employee, provided that they meet the requirements set forth in Article XIV, Section 1.

Section 7. Insurance Coverage

The total amount paid by the Board toward the two job share teachers’ insurance shall not exceed the amount paid for a teacher on the employee plus two or more plan.
ARTICLE XIX
Administrative Intern Program

Section 1. Participation
Any member of the bargaining unit may participate in the School Corporation’s administrative intern program.

Section 2. Contract Rights
All provisions of this Agreement except those provided by this Article will be suspended for the intern for the term of the intern’s administrative assignment. In the event that the administrative intern returns to his/her teaching position, there shall be no loss of seniority and all sick days accumulated by the individual prior to starting the administrative internship shall be restored to the individual.

Section 3. Replacement Teacher
The teacher hired to replace the administrative intern shall be issued a regular teacher’s contract.

Section 4. Return of Intern
At the conclusion of the administrative intern assignment, the intern shall return to his/her former teaching assignment unless a permanent administrative assignment is accepted. The right to return expires after the intern has served two (2) years as an administrative intern and has not informed the Executive Director of Employee Relations, by March 15 of the second school year of the teacher’s administrative intern assignment, of the intern’s desire to return to the intern’s former teaching assignment. If the intern returns to his/her former teaching assignment, the replacement teacher shall be displaced with all the rights and benefits provided to displaced teachers in Article IX.

Section 5. Permanent Vacancy Created
If the administrative intern does not return to the intern’s former teaching assignment because of the intern’s acceptance of a permanent administrative assignment, because of the intern’s resignation or retirement, or because the intern has accepted an administrative intern assignment for a third consecutive year, the position vacated by the intern shall be treated as a permanent vacancy and posted as provided in Article VII. The replacement teacher shall be displaced with all the rights and benefits provided to displaced teachers in Article IX.

Section 6. Intern’s Participation in Teacher Evaluation
Administrative interns shall not evaluate other bargaining unit members but may observe the evaluation process by shadowing the administrative evaluator. The intern may observe, but have no input into, the evaluation. The teacher being evaluated, without
being required to give a specific reason, may request that the intern’s involvement in the teacher’s evaluation process be terminated and such a request shall be granted.
Article XX
Class Size

Staffing Allocations / Class Size/ Case Load:
The School Corporation shall determine, and publish, general education staffing formulas for elementary and secondary schools. The School Corporation shall furnish the Association, annually before the end of the school year, each building’s staffing allocation as it relates to the prior mentioned staffing formula. The School Corporation shall also determine and publish, general education class size benchmarks based on elementary grade level and secondary subject matter. No benchmarks need to be established for art, music, or P.E. Due to the unique nature of special education assignments, no caseload benchmarks will be established for special education teachers. Prior to implementation each year, staffing allocation formulas and benchmarks shall be discussed with the Association. Elementary teachers with classes that contain seven (7), or more, students than the established benchmark shall be provided paraprofessional assistance equal to .5 FTE paraprofessional for each seven (7) students, or fraction thereof, over the benchmark. This determination shall be based on student enrollment on the fall ADM-count day. Secondary teachers, other than distance learning instructors with a single class that contains ten (10), or more, students than the established benchmark, or with a total daily student contact count that exceeds by twenty (20), or more, students than the established benchmarks for the teachers daily course assignments, shall be provided paraprofessional assistance equal to .5 FTE paraprofessional for each ten students, or fraction thereof, over the benchmark. This determination for secondary teachers will be based on student enrollment on the fall ADM-count day for the first trimester and on the seventh (7th) student day of the second and third trimesters.
ARTICLE XXI
Complete Agreement

Section 1. Prior Unlimited Negotiating Opportunity

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Waiver of Right to Bargain During the Term of This Agreement

Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as otherwise expressly provided in the Agreement.

Section 3. Full and Complete Agreement

This Agreement sets forth the full and complete understandings of the parties hereto and cancels and supersedes any, and all agreements heretofore entered into by and between the parties and cancels and supersedes any Board past practice, written or oral.
ARTICLE XXII
Terms of Agreement

Section 1. Effective Date

This Agreement shall become effective as of the 20th day of April, 2011, and shall remain in force and effect, through June 30, 2016, and shall automatically renew itself for periods of one (1) year thereafter, unless either party serves written notice upon the other not less than one-hundred eighty (180) days prior to July 1, 2016, of its desire to modify or amend the Articles in this Agreement. The following Articles will be automatically renegotiated in summer 2011, and at least biannually thereafter: Appendix A and Article XV Insurance. Furthermore, both parties agree to negotiate at any time for any changes necessitated by changes in IRS regulations related to 403 (b) issues.

Section 2. Agreeing Parties

This Agreement is made and entered into at New Haven, Indiana, County of Allen, State of Indiana, by and between the Board of School Trustees of East Allen County Schools and the East Allen Educators Association.

Board of School Trustees
East Allen County Schools Corporation

BY _____________________________  BY _____________________________
   Neil S. Reynolds, President                Gregory M. Geise, President

BY _____________________________  BY _____________________________
   Alyssa Lewandowski, Secretary           Kim Yoh, Secretary
APPENDIX A
SALARIES

Salary schedules for the contract years 2009-10, 2010-11 and 2011-12 will be computed from the 2009-10 salary schedule in which a Bachelor’s and zero (0) salary was $33,750. The salary increases for the years covered by this Agreement are as follows:

1. 2009-10 Zero percent (0%) base salary increase
2. 2010-11 Zero percent (0%) base salary increase
3. 2011-12 Zero percent (0%) base salary increase

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