

MASTER CONTRACT
AUGUST 1, 2021 to JUNE 30, 2023

BETWEEN THE BOARD OF SCHOOL TRUSTEES OF HAMILTON
COMMUNITY SCHOOLS AND THE HAMILTON CLASSROOM
TEACHERS ASSOCIATION

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**ARTICLE I
RECOGNITION**

The bargaining unit of the Hamilton Classroom Teachers Association exclusive representative and Hamilton Community School Corporation, school employer is the following:

Certificated personnel who are employed by the Board except the superintendent, assistant superintendent(s), social worker, deputy treasurer, principals, assistant principal(s), administrative assistant(s), athletic director, and business manager. The Board agrees not to bargain with any individual teacher and not to bargain with or recognize any teachers' organization other than the Association for the duration of this Contract.

**ARTICLE II
BOARD
RIGHTS**

The school employer shall have the responsibility and the authority to manage and direct, on behalf of the public, the operations and activities of the school corporation to the full extent authorized by law.

**ARTICLE III
LEAVES**

A. SHORT-TERM LEAVES

1. Personal Business Days

Three (3) personal business days, which may accumulate to a maximum of five (5) days in any one school year, will be granted to all teaching personnel for use on any staff day with the following exceptions: The first staff day and student day of the school year; the day before or the day after scheduled break periods and/or holidays, corporation calendar professional development days and the last student and staff day of the school year. The sole exception to the first day exclusion is for staff member(s) who are delivering their child to college for the first time during their freshman year. Prior notice must be given to the school corporation for the taking of personal business days. Except in emergency situations, the notice should be at least three (3) school days in advance of the day(s) being requested. Exceptions to the restrictions on use of personal leave involving unforeseen or other circumstances may be made at the discretion of the superintendent.

2. Legal Leave

A teacher called for jury duty or subpoenaed for a cause related to his/her position as a teacher in the district will be compensated for the difference between his/her daily wage and any wages received.

3. Illness or Injury

Each teacher shall be granted paid Personal/family Illness Days to be used for absence from work on account of illness, quarantine or other reasons listed by State Statute for a total of twelve (12) days in the first year and ten (10) days in each succeeding year without loss of compensation. A teacher who determines he/she must be absent for a school day is expected to notify the principal, or designee, by 6:30 am.

If accumulated personal illness days have been exhausted, additional days without pay will be granted by submitting a written request with appropriate documentation to the superintendent. Documentation will be provided and may be one of the following: a bill or note from the attending physician, or a note from the teacher explaining the need for his/her services in caring for the relative. Immediate family will be defined as follows: spouse, parents, grandparents, children, foster children, grandchildren, brothers, sisters, father-in-law, mother-in-law, stepchildren and children over whom you have guardianship.

Such days, if unused, shall accumulate subject to the conditions set forth below. At the end of each school year, with the exception of (2) personal business days which may be carried over to the following school year, all unused personal business days shall be converted to illness days. For each day of absence beyond the cumulative days, one day's pay shall be deducted from the employee's salary

a. Sick Leave and Buy Back Days

By no later than the end of each school year, the school corporation shall contribute \$50.00 for each unused illness day in excess of ninety (90) to the given teacher's 401(a) Plan account.

Upon retirement, a teacher may donate half his/her sick days to the sick bank and be paid sub rate of \$85.00 for the other half of the days, up to a maximum of 45 days. A teacher with 20 years of experience or more in Hamilton Community Schools may be paid for all days not donated to the sick bank up to 90 days. This could be paid to the teacher's 401(a) account or as a stipend at the discretion of the retiring teacher. This will be paid as a one-time payment in conjunction with final contract payout.

b. Credit of Sick Leave After Granted Leave

Personal illness days accumulated by teacher prior to a granted leave of absence shall be credited to the teacher upon return.

c. Workman's Compensation

Any teacher who misses school because of an injury from a student assault and qualifies for Workman's Compensation will receive pay for those missed days without any deduction from sick leave until such time as the teacher qualifies for disability leave.

4. BEREAVEMENT LEAVE

In the case of death in the immediate family, a teacher will be allowed up to five (5) days of leave within a calendar year of the death, per occurrence without loss of compensation.

The immediate family will be defined as follows: spouse, parents, grandparents, children, foster children, grandchildren, brothers, sisters, father-in-law, mother-in-law, stepchildren, and children over whom you have guardianship. Teachers will be allowed up to three (3) school days per occurrence without loss of compensation from work following the death of other relatives for the purpose of attending the funeral/memorial service. Teachers who wish to attend the funeral/memorial service of a person not covered by this provision or otherwise be absent from school upon the death of friends are to use their personal business days for this purpose.

5. PROFESSIONAL LEAVE

Professional leave with pay may be granted for teachers who are interested in:

a. Attending or participating in professional meetings, educational or school-related workshops, seminars or conferences sponsored by industry, professional associations, colleges, universities or government agencies that promote the goals and mission of the school corporation.

b. Visiting other school corporations, educational institutions, and businesses or industry for the purpose of observing the instructional techniques or instructional oriented programs. Requests for professional leave days must be submitted in writing on the appropriate form to the Superintendent through the building principal. Requests should be submitted as far in advance of the requested leave time as possible, but not less than five

(5) days prior to the date requested. If the school administration or Board of School Trustees identifies conferences, workshops, seminars, or other educational activities as being beneficial for the Hamilton Community Schools, they may request representation of the certified employees. Notice of the workshop, seminar, or conference will be posted so that individuals wishing to volunteer may do so. Final determination of who represents the school will be made by the school administration.

i. Reimbursement of Expenses-For approved leave the teacher shall be reimbursed for use of a personal automobile at the travel mileage rate then established by the Internal Revenue Service. The Superintendent may also approve reimbursement for lodging, meals, and registration fees. Paid receipts must be presented for reimbursement.

6. PAID COVID-19 LEAVE

If a teacher has (or has been exposed to) COVID-19 and is required to quarantine or is required to stay at home to care for a child that has (or has been exposed to) COVID-19 and is required to quarantine, the teacher may take paid leave during the period of quarantine. The paid leave provided under this provision is limited to a total of fifteen (15) days. If paid leave is provided or mandated by any governmental authority, the paid leave provided under this provision shall be in conjunction with, and not in addition to, such leave. The Board may adopt appropriate guidelines and policies to administer and enforce the paid leave under this provision. The Board's right to do so is not bargained and is stated herein for information purposes only. The paid leave provided under this provision is for the 2021-2022 school year only. It may be extended or modified through bargaining during the 2022 bargaining window or pursuant to an MOU if the appropriate conditions exist.

ARTICLE IV ILLNESS LEAVE BANK

A. PURPOSE

1. To provide fellow teachers with additional illness leave days in addition to those provided by the normal illness leave policy for severe illness, injury, or incapacitation.

B. ADMINISTRATION

1. An Illness Leave Bank Committee shall be comprised of three (3) teachers and one (1) administrator. Each teacher shall be appointed by the Executive Committee of the Hamilton Classroom Teachers Association for a period of two (2) years. Administrators shall be appointed by the Superintendent, annually.

2. The Illness Leave Bank Committee will be responsible for collecting the days to be placed in the Illness Leave Bank and notifying the superintendent of authorization for such days to be donated to the bank. Anyone wishing to donate to the Illness Leave Bank must do so by October 1st. Failure to do so terminates membership in the Illness Leave Bank until the Bank is reopened.

3. The Illness Leave Bank will be opened annually to all teachers. Teachers new to the Hamilton Community School Corporation may participate upon signing the initial Contract. Two (2) days will be donated by those willing to enter the program.

4. The Illness Leave Bank Committee will be responsible for handling the sick leave donation agreement and sick leave application. The Committee will meet and act upon any Application within ten (10) working days of receiving written notice.

5. The Illness Leave Bank Committee will provide teachers with an accounting of the number of days used and the number of days left in the Illness Leave Bank in May of each school year.

C. ELIGIBILITY

1. All teachers may join, but must do so **by October 1st or thirty (30) days after hire if hired after October 1.**
2. Any teacher donating two (2) of his/her personal days or accumulated illness leave days to the Bank, becomes a participating member of the Bank. No further donations will be required unless the Illness Leave Bank's accumulated days are depleted
3. Once a day has been given to the Illness Leave Bank, it loses any individual identity. The contributing teacher gives up all rights to that day, including retirement benefits.
4. Members will be required to donate one (1) additional day to replenish the Illness Leave Bank if the total number of days falls below fifteen (15) days. When the situation requires teachers to donate an additional illness day to the bank, only teachers who donate an additional day will still be participating members of the bank. Failure to donate will terminate membership in the Illness Leave Bank until the Bank is reopened. A teacher will not be required to donate more than three (3) days in any one (1) year.
5. After meeting the requirements for long-term disability payments, the teacher will no longer be eligible for Illness Leave Bank benefits.
6. Any participant in the Illness Leave Bank with a severe illness, injury, or incapacitation may apply in advance to draw days from the Bank after and contingent upon exhausting all his/her accumulated sick leave and personal days. A participant may apply to draw days from the Bank for the lesser of the time:
 - a. until he/she is eligible to collect benefits under the corporation long-term disability policy or
 - b. until he/she has drawn a maximum of thirty (30) illness leave bank days over the course of his/her employment in this school corporation.
7. Teachers are eligible to draw days only while under contract to the Hamilton Community School Corporation and not during summer or school vacation.
8. Each applicant must fill out an application form completely and have a doctor's certification of the illness or injury. These application forms are available from the Association president.
9. The Illness Leave Bank is intended to provide days for disability related to pregnancies but not for child- care.
10. Any compensation derived from worker's compensation will be offset against illness day benefits.

**ARTICLE V
TEACHING CONDITIONS**

A. PAY SCHEDULE

Each teacher will be paid an annual salary, per the regular teacher's contract, in twenty-four equal installments on the **5th** and the **20th** of each month. If a payday falls on Saturday or Sunday, checks will be deposited on Friday. If a payday falls on a legal holiday, when school is not in session, checks will be deposited the day prior to the holiday

B. COMPENSATION

Any teacher who covers another teacher's class during their personal preparation period shall be compensated by the current gross sub rate divided by the number of high school class periods. The compensation will be distributed monthly. **2021-2022** certified sub rate is \$80.00 per day.

**ARTICLE VI
ANCILLIARY
DUTIES**

A. SUMMER SCHOOL

All summer school teachers will be paid a flat rate of \$25.00 per hour. Both parties have bargained the flat rate.

B. AFTER SCHOOL TUTORING/DETENTION, SATURDAY SCHOOL, AND OTHERS AS ASSIGNED All teachers performing these extra responsibilities outside of contracted hours will be paid a flat rate of \$25.00 per hour. Both parties have bargained the flat rate.

C. EXTRACURRICULAR EVENTS

All teachers working extracurricular events, as approved by administration, will receive a half (0.5) personal day for every five (5) events worked. A teacher would be eligible to earn up to a maximum of one (1) personal day. There is an additional \$1,061.00 reserved to be divided equally among teachers working 15 or more extracurricular events, annually.

**ARTICLE VII
GRIEVANCE
PROCEDURE**

A. PURPOSE

The purpose of the Grievance Procedure is to settle at the lowest possible administrative level issues which may arise from time to time with respect to specific claims of violation or misinterpretation of provisions of this agreement. The grievance process cannot be used to dispute termination. Both parties agree that these procedures shall be kept as confidential as possible. All days mentioned herein shall be days during which school is in session. During the summer break, days shall be those days on which the administration building is open.

B. FIRST LEVEL

An individual employee shall present his/her grievance to the immediate supervisor concerned and discuss the matter on his/her own behalf either personally or accompanied by one representative from the Association. A formal written grievance shall be filed as soon as possible, but not later than forty-five (45) days of the time the grievant first knew, or should have known, of the act or condition upon which it is based. The supervisor shall respond to the grievance within ten (10) days.

C. SECOND LEVEL

If the grievance is not settled at the First Level, it may be appealed to the Superintendent of Schools by filing a written notice with the Board's Chief Administrator. The statement of the grievance will name the employee involved, state the facts giving rise to the grievance, identify all provisions of this Agreement or Board Policy alleged to be violated, and state the relief requested. The statement of grievance should be submitted within seven (7) days from the time that the employee has received a reply from the immediate supervisor concerning his/her original statement of grievance. The superintendent shall give the answer in writing no later than five (5) days after the receipt of the written grievance. A copy of this answer will be sent to the employee submitting the grievance, as well as the President of the Classroom Teachers Association of the Hamilton Community Schools.

D. THIRD LEVEL

If the grievance is not resolved in the Second Level, the individual submitting the statement of grievance can appeal to the Board of Trustees. The individual making the grievance must appear in person, but has the right to have representatives of the Hamilton Community Classroom Teachers Association or counsel present, if he/she so desires. Upon the Board hearing the statement of grievance that has been submitted to them in writing by the individual prior to the Board Meeting, the Board will respond within seven (7) days.

E. MISCELLANEOUS PROVISIONS

1. The time limits provided in this Article shall be strictly observed but may be extended by a written agreement between the parties. All days referred to in this Article are teacher workdays except during the summer break the days shall be weekdays.

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

3. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance, in writing, to the Superintendent or his/her designee directly and the processing of such grievance shall be commenced at Step Two (2) of the formal grievance procedure.

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

ARTICLE VIII

INSURANCE & FRINGE BENEFITS

A. HEALTH INSURANCE

The Board will continue to sponsor the group health insurance program in effect on January 1, 2005 as long as the program is available. The Northeast Indiana School Insurance Trust (NEISIT) will provide such insurance. Any significant change in coverage or carrier of this program recommended by the Consortium Governing Board shall be approved by the Board and by the Association president(s). Hamilton Community School's contribution shall be limited to the lesser amount of the percent of premium as mandated by the Indiana General Assembly or the current amount specified in the contract.

Beginning January 1, 2018, for the single plan, Hamilton Community Schools will pay 90% of the annual premium of Plan B, C, or D. Beginning August 1, 2020, for the family plan, Hamilton Community Schools will pay 80% of the annual premium of Plan B, C, or D. The Northeast Indiana School Insurance Trust (NEISIT) has a closed membership so if a newly hired teacher elects not to take the school insurance at the time they are hired they will not be allowed to join at any time except for a HIPAA qualifying event or the open enrollment period.

B. LONG TERM DISABILITY INSURANCE

All school employees will have available a long-term disability insurance program with a ninety (90) day elimination period. The Board of Trustees will pay the entire premium, to a maximum of \$1.00 per employee per year.

C. TERM LIFE INSURANCE

All certified school employees will have available a \$50,000 term life insurance program with a Paid-Up Benefit into retirement. The Board of Trustees will pay the entire premium, to a maximum of \$3.50 per employee per year. Any premium above the amount will be paid by the teacher. Retired teachers may continue term life insurance in the face amounts and premium rates established by the corporation's carrier and shall pay the premium costs annually to the corporation treasurer.

D. TEACHERS RETIREMENT FUND

The Board agrees to pay the certified employee's share of the Indiana State Teacher Retirement Fund at the current state level of three (3) percent.

E. SECTION 125

The Board will continue to provide a Section 125 Plan for teachers.

1. The plan will allow for health insurance, dental, optical, childcare, and senior care provisions as permitted by IRS guidelines and thresholds.
2. The Board will pay all fees.

**ARTICLE IX
SALARY SCHEDULE**

A. COMPENSATION PLAN

1. Initial Placement

New hires salary range will be based on experience and training equivalent to their colleagues.

2. Salary Range

- a. \$34,976 to \$61,153, not including current year increases.
- b. After current year increases, the new salary range will be \$40,000 to \$66,250.

3. Eligibility

To be eligible to receive a base salary increase on the revised salary schedule, a teacher must meet the eligibility requirements for both of the factors in Section 3 below.

A teacher must have been employed by the School Corporation one hundred twenty (120) contractual days in the 2020-2021 school year to be eligible for an increase.

A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary; however, a teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase per IC 20-28-9-1.5(d).

4. Factors and Definitions

The two factors to determine the compensation plan for teachers are: ***Evaluation and Years of Experience.***

Evaluation: A teacher evaluation of Effective or Highly Effective on the Summative evaluation for the 2020-2021 school year will receive a base increase of \$4000.00.

Years of Experience: Years of Experience is based on 120 contractual days. Meeting this requirement in the 2020-2021 school year will receive a base increase between \$274.00 - \$3024.00. This increase is determine by the transition from the 2020-2021 Pay Schedule to the new 2021-2022 Pay Schedule.

Virtual Stipend

In the event that Hamilton Community Schools would offer an opt out to virtual learning in lieu of in-person learning for students, and to address the potential for additional responsibilities caused by the Global Pandemic, a dual In-Class/Virtual teaching stipend of \$50.00 per week would be made available to certified staff of Hamilton Community Schools for the 2021-2022 school year. The end date of this stipend is May 27, 2022. The virtual stipend provided under this provision is for the 2021-2022 school year only. It may be extended or modified through bargaining during the 2022 bargaining window or pursuant to an MOU if the appropriate conditions exist.

Eligibility: The following eligibility protocol will apply:

- a. A certified teacher must be teaching both In Class and Virtual students.
- b. The virtual student list will be verified at the beginning of each 9-week period.

c. The stipend will end at any point where all students return from a Virtual Learning Opt Out to In Class instruction.

5. Distribution

If applicable, available funds will be distributed quarterly based on the teachers In-Class/Virtual student count per week. Weeks without In-Class/Virtual students will not be counted for stipend calculations.

6. Salary Schedule & Stipends

Below represents the salary schedule of teachers.

Salary	Number of Teachers	Salary	Number of Teachers
40000	9	41250	1
43000	1	45250	1
44000	2	47250	1
45000	1	51250	2
46000	2	53250	1
47000	1	60250	1
53000	1	64250	3
59000	1	66250	3

1. Per IC 20-43-10-3.5 (Teacher Appreciation Grant), for the 2021-2022 school year, in accordance with board policy, any teacher rated “Highly Effective” will receive a stipend of 25% more than any teachers rated “Effective”.
2. All newly hired teachers with prior accredited school teaching experience shall be placed by the Superintendent on the salary scale at a level that reflects the average salaries of current Hamilton Community School’s teachers who possess similar education and experience.
3. The Superintendent may calculate and award teacher experience years of service based on a teacher’s post-secondary teaching experience or military service, especially in high need areas.

B. SALARY INCREASES AND STIPENDS

ARTICLE X
EXTRA-CURRICULAR

<u>ECA Position</u>	<u>Stipend</u>
Assistant Athletic Director Fall	600
Assistant Athletic Director Winter	600
Assistant Athletic Director Spring	600
Varsity Cross Country Coach	1,700
Jr. High Cross Country Coach	900
Varsity Soccer Coach	3,300
Assistant Varsity Soccer Coach	1,500
Jr. High Soccer Coach	1,100
Assistant Jr. High Soccer Coach	900
Varsity Volleyball Coach	3,000
Assistant Varsity Volleyball Coach	1,500
Jr. High Volleyball Coach (1)	1,100
Jr. High Volleyball Coach (2)	1,100
Elementary Volleyball Coach	1,100
Summer Volleyball Coach	900
Varsity Boys Basketball Coach	5,900
Assistant Varsity Boys Basketball Coach	2,000
Varsity Girls Basketball Coach	5,900
Assistant Varsity Girls Basketball Coach	2,000
JV Boys Basketball Coach	2,800
JV Girls Basketball Coach	2,800
8th Grade Boys Basketball Coach	1,700
8th Grade Girls Basketball Coach	1,700
7th Grade Boys Basketball Coach	1,700
7th Grade Girls Basketball Coach	1,700
Elementary Boys Basketball Coach	1,100
Elementary Girls Basketball Coach	1,100
Summer Basketball Coach (1)	900
Summer Basketball Coach (2)	900
High School Cheerleading Coach	1,200
Asst. High School Cheerleading Coach	600
Jr. High Cheerleading Coach	600

Elementary Cheerleading Coach	600
Varsity Track Coach	2,400
Assistant Varsity Track Coach (1)	1,200
Assistant Varsity Track Coach (2)	1,200
Assistant Varsity Track Coach (3)	1,200
Jr. High Track Coach (1)	1,200
Jr. High Track Coach (2)	1,200
Varsity Baseball Coach	3,000
Assistant Varsity Baseball Coach (1)	1,200
Assistant Varsity Baseball Coach (2)	1,200
Varsity Softball Coach	3,000
Assistant Varsity Softball Coach (1)	1,200
Assistant Varsity Softball Coach (2)	1,200
Varsity Boys Golf Coach	1,500
Varsity Girls Golf Coach	1,500
Jr. High Golf Coach	1,100
Senior Class Sponsor	600
Junior Class Sponsor	1,100
Sophomore Class Sponsor	400
Freshman Class Sponsor	400
8th Grade Class Sponsor	300
7th Grade Class Sponsor	300
6th Grade Class Sponsor	300
Theater Director	1,800
Assistant Theater Director	900
Elementary Christmas Program Director	900
Sound Coordinator	600
Lighting Coordinator	600
K-12 Music Director	3,000
Yearbook Coordinator	1,500
High School NHS Sponsor	800
Jr. High NHS Sponsor	300
Elementary NHS Sponsor	300
Sr. Jr. High Student Council Sponsor	600
Elementary Student Council Sponsor	600
Sr. Jr. High Science Fair Coordinator	300
Elementary Science Fair Coordinator	300
Spanish Club Sponsor	300
Science Club Sponsor	300
Elementary Math Bowl Director	500

Elementary Math Bowl Coordinator		500
High School Spell Bowl Coordinator		500
Jr. High Spell Bowl Coordinator		500
Elementary Spell Bowl Coordinator		500
High School Program Coordinator		900
High School Academic Coach (1)		900
High School Academic Coach (2)		900
High School Academic Coach (3)		900
High School Academic Coach (4)		900
High School Academic Coach (5)		900
Jr. High School Program Director		500
Jr. High School Academic Coach (1)		600
Jr. High School Academic Coach (2)		600
Jr. High School Academic Coach (3)		600
Jr. High School Academic Coach (4)		600
Jr. High School Academic Coach (5)		600
HUGS/FIST/FOOT Coordinator		500
Spirit Club Coordinator		1,100
Tech Club Coordinator		300
Graduation Coordinator		600
BPA/DECA Sponsor		300
Club Sponsor		500
Club Sponsor		500
Club Sponsor		500
Club Sponsor		500
Club Sponsor		500
Club Sponsor		500

The number of positions were not bargained and are for reference only.

B. EXTRA-CURRICULAR "DOUBLING"

1. A coach/sponsor who is doubling assignments will receive more than one compensation only if two separate event schedules are involved.

2. In the event that a coach is asked to assume responsibilities normally shared with another person, the coach shall by mutual agreement with the board/administration and the coach involved, receive additional compensation not to exceed fifty percent (50%) of the additional extracurricular position

C. EXTENDED CONTRACTS

1. Any extended contract for certified teaching personnel will be paid their daily rate.

ARTICLE XI RETIREMENT BENEFITS

The Board agrees to establish qualified 401(a) and non-elective 403(b) Annuity Plans (hereinafter referred to as the '401(a) or 403(b) Plan') for all eligible certified employees on a regular teaching contract covered under this collective bargaining agreement. Board contributions to the 401(a) Plan and/or post retirement, non-elective 403(b) Plans will commence with the 2000-01 school year and continue each year thereafter.

Employer 401(a) Retirement Plan

A. No later than January 1, 2001 and thereafter, the School Corporation shall maintain a 401(a) Retirement Plan Program and such other IRS qualified retirement plans as may be appropriate and acceptable to the parties.

B. Annually, by no later than December 31, the Board will contribute 1% of each teacher's annual base salary, excluding pay for extra-duty or extra-days, by placing such an amount in the teacher's 401 (a) Plan account. The parties will consider this contribution to a teacher's 401(a) Plan account to be in lieu of a salary payment in a like amount.

1. Teachers will be allowed to continue making their 403(b) Plan contributions in annuity accounts heretofore recognized by the Board and/or into 403(b) Plan accounts offered by the vendor of the parties' 401(a) Plan accounts.

2. The parties are committed to making this retirement plan as beneficial as possible.

3. During subsequent rounds of bargaining, the parties will decide whether or not to increase the percentage of salary diversion.

4. Unless the parties otherwise agree, if they subsequently terminate the 401 (a) Plan, the percentage of salary then being diverted to the plan will be placed on the negotiated salary schedule.

D. The School Corporation and Association will maintain their joint retirement planning committee that shall be charged with recommending who shall be the vendor of the 401(a) Plan accounts. Additionally, the joint committee shall be charged with ensuring through the vendor that the plan and accounts are and remain in compliance with IRS rules and regulations. It is anticipated that the Board will endorse the recommendation of the joint committee as to who shall be the vendor of this program provided the recommended vendor is willing to comply with and meet the stipulations and conditions set forth in this agreement. Should the Board have reason not to endorse the vendor, the joint committee will reconsider its recommendation and the selection process will be repeated.

E. Teachers shall be fully vested in the 401(a) Plan on completion of at least one full year of experience in the School Corporation on a regular teacher's contract. Once vested, all assets of the teacher's 401(a) Plan account become the property of the teacher and, in the event of the teacher's death, the teacher's designated beneficiary or estate.

F. The 401(a) and non-elective 403(b) Plans shall:

1. be subject to all applicable Internal Revenue Service regulations.
2. have no contract initiation fees charged to the employee.
3. have no administrative fees or Plan Document charges to the Board.

**ARTICLE XII
TERMS OF AGREEMENT**

A. Agreement to this document repeals and supersedes all previous agreements between the Board and the Association and hereby constitutes the entire agreement between the parties. This agreement may not be modified in any respect except by mutual agreement in writing subscribed to by the parties.

B. This agreement shall be effective as of August 1, **2021** and shall continue in effect through June 30, **2023**.

C. The salary and salary related fringe benefit language items in this agreement shall remain in effect through June 30, **2023**.

D. Should any article, section, or clause of this agreement be declared illegal, null, or void by a court of competent jurisdiction or applicable State or Federal authority, such article, section, or clause shall be automatically deleted from this agreement to the extent that it violated the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement.

E. This Agreement is made and entered into at Hamilton, Indiana, between the Board of School Trustees of Hamilton Schools and the Hamilton Classroom Teachers Association.

F. The administration shall give a copy of this contract to any new teacher hired by the corporation upon the signing of their first contract.

For the Hamilton Classroom
Teachers Association

For the Board of School Trustees
Hamilton Community Schools

By: _____
HCTA President

By: _____
Superintendent of Schools

By: _____
HCTA Spokesperson

By: _____
Board President

By: _____
Board Secretary

Date of *Ratification*: _____

Date of *Ratification*: _____

APPENDIX A
Salary Schedules &
Qualifications

	Bachelor's		Master's +
A	40,000		41,250
B	41,000		42,250
C	42,000		43,250
D	43,000		44,250
E	44,000		45,250
F	45,000		46,250
G	46,000		47,250
H	47,000		48,250
I	48,000		49,250
J	49,000		50,250
K	50,000		51,250
L	51,000		52,250
M	52,000		53,250
N	53,000		54,250
O	54,000		55,250
P	55,000		56,250
Q	56,000		57,250
R	57,000		58,250
S	58,000		59,250
T	59,000		60,250
U	60,000		61,250
V	61,000		62,250
W	62,000		63,250
X	63,000		64,250
Y	64,000		65,250
Z	65,000		66,250