

**MASTER CONTRACT
AUGUST 1, 2016 to JUNE 30, 2017**

**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; 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. Any other personal leave during the periods excluded must be taken as deduct days. 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's absence beyond the cumulative days, one day's pay shall be deducted from the employee's salary

a. Accumulated Sick Leave

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 the teacher's subsequent separation from employment by reason of retirement, final Partial Separation Benefits to be paid into the given teacher's 401(a) Plan account will be determined by application of Step 3 of Worksheet B.

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.

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.**

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. Teachers will have the option to complete contract payoff with the last pay of the school year or receive pay spread out over the summer pays. The teacher will need to notify Human Resources/Payroll by April 15th each year.

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 on the second pay in June.

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.

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 Consortium (NEISIC) 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. For the single plan, Hamilton Community Schools will pay 90% of the annual premium of the Plan 4 single plan. For the family plan, Hamilton Community Schools will pay 70% of the annual premium of the Plan 4 Family plan. If at any time a teacher elects Plan 5 or 6 of the group health coverage, Hamilton Community School's obligation shall be limited to the amount of contribution calculated above for Plan 4. The Board will split 50/50 the insurance premium increases above 15%. The Northeast Indiana School Insurance Consortium (NEISIC) 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 HIPPA qualifying.

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

Hamilton Community Schools will allocate \$54,000 for the 2016-2017 school year. This amount will be added to the base (see Appendix C). The money that would otherwise have been allocated for the salary increase of a teacher rated ineffective or improvement necessary shall be re-allocated for compensation to teachers rated effective or highly effective.

Salary	Number of Teachers
\$32,154.00	1
\$35,146.00	2
\$35,628.00	1
\$35,978.00	1
\$36,392.00	1
\$37,795.00	2
\$37,973.00	1
\$38,290.00	1
\$38,790.00	1
\$38,855.00	1
\$39,440.00	1
\$40,479.00	1
\$43,196.00	2
\$43,591.00	1
\$44,811.00	1
\$45,810.00	1
\$47,821.00	1
\$50,128.00	1
\$50,494.00	1
\$51,495.00	2
\$54,242.00	1
\$54,924.00	1
\$56,826.00	3
\$58,072.00	5

The two factors to determine the compensation plan are teacher Evaluation and Leadership. The teacher evaluation is defined by the Modified RISE Rubric. The Evaluation is equal to 75% of the total evaluation score and the Leadership Component is equal to 25% of the total evaluation score.

Leadership, for the purposes of qualifying for this criteria, a teacher must meet only one (1) of these eligibility requirements:

- Voluntary tutoring/coaching/activity/club sponsorship with a minimum of ten (10) hours and approved by the building principal.
- Voluntary building or district leadership committee work, such as a school improvement team, textbook adoption, or other committee work that is approved by the building principal.
- Teacher maintains a minimum of 97% attendance rate during the 185 day contract. This requirement excludes the following:
 - FMLA Approved Leave
 - Bereavement Leave
 - Personal Days
 - Professional Leave
 - Military Leave
 - Jury Duty

Leadership will be tracked by a teacher’s personal log with administrator verification.

Teachers rated *needs improvement* or *ineffective* are not eligible for this increase, except first and second year teachers per IC20-28-9-1.5(d). Teachers not eligible for a base salary increase will remain at their 2015-16 base salary. **The salary range of Hamilton Community School was \$32,154 to \$56,077, prior to any increase referenced in the first paragraph above.**

B. SALARY SCHEDULE QUALIFICATIONS

New hires will be placed on the salary schedule that was established in 2015-2016 (Appendix C) based on experience and training equivalent to their colleagues.

**ARTICLE X
EXTRA-CURRICULAR**

ECA Position	Rate	Salary
101 Asst. Athletic Director (Fall)	0.02	584.62
102 Asst. Athletic Director (Winter)	0.02	584.62
103 Asst. Athletic Director (Spring)	0.02	584.62
104 Varsity Cross Country (B & G teams)	0.055	1607.71
105 Jr. High Cross Country Coach	0.03	876.93
106 Varsity Soccer Coach (CoEd)	0.11	3215.41
107 Asst. Varsity Soccer	0.05	1461.55

108	Jr. High Soccer Head Coach	0.35	1023.09
109	Asst. Jr. High Soccer Coach	0.03	876.93
110	Varsity Volleyball Coach	0.1	2923.1
111	Asst. Volleyball Coach	0.05	1461.55
112	Jr. High Volleyball Coach (2)	0.035	1023.09
113	Elementary Volleyball Coach	0.035	1023.09
114	Summer Volleyball	0.03	876.93
115	Varsity Boys Basketball Coach	0.2	5846
116	Asst. Varsity Boys Basketball Coach	0.065	1900.02
117	Varsity Girls Basketball Coach	0.2	5846
118	Asst. Varsity Girls Basketball Coach	0.065	1900.02
119	Jr. Varsity Boys Basketball Coach	0.095	2776.95
120	Jr. Varsity Girls Basketball Coach	0.095	2776.95
121	8th Grade Boys Basketball Coach	0.055	1607.71
122	8th Grade Girls Basketball Coach	0.055	1607.71
123	7th Grade Boys Basketball Coach	0.055	1607.71
124	7th Grade Girls Basketball Coach	0.055	1607.71
125	Elementary Boys Basketball Coach	0.35	1023.09
126	Elementary Girls Basketball Coach	0.035	1023.09
127	Summer Basketball (2)	0.03	876.93
128	High School Cheerleading Coach	0.04	1169.24
129	Jr. High Cheerleading Coach	0.02	584.62
130	Elementary Cheerleading Coach	0.02	584.62
131	Varsity Track Coordinator (B & G)	0.08	2338.48
132	Asst. Varsity Track Coach (3)	0.04	1169.24
133	Jr. High Track Coach CoEd (2)	0.04	1169.24
134	Varsity Baseball Coach	0.1	2923.1
135	Asst. Baseball Coach (2)	0.04	1169.24
136	Varsity Softball Coach	0.1	2923.1
137	Asst. Varsity Softball Coach (2)	0.04	1169.24
138	Varsity Golf Coach	0.05	1461.55
139	Jr. High Golf Coach	0.035	1023.09
140	Senior Class Sponsor	0.02	584.62
141	Junior Class Sponsor	0.035	1023.09
142	10th Grade Class Sponsor	0.012	350.77
143	9th Grade Class Sponsor	0.012	350.77
144	8th Grade Class Sponsor	0.01	292.31
145	7th Grade Class Sponsor	0.01	292.31
146	Theater Director	0.06	1753.86
147	Asst. Theater Director	0.03	876.93
148	Elem. Christmas Program Director	0.03	876.93
149	Sound Coordinator	0.02	584.62

150	Lighting Coordinator	0.02	584.62
151	K-12 Music Director	0.1	2923.1
152	Yearbook Coordinator	0.05	1461.55
153	National Honor Society Sponsor	0.025	730.78
154	Sr./Jr. High Student Council Sponsor	0.02	584.62
155	Junior High National Honor Society	0.01	292.31
156	Elementary National Honor Society	0.01	292.31
157	Elem. Student Council Sponsor	0.02	584.62
158	Spanish Club	0.01	292.31
159	Sr./Jr. High Science Fair Coordinator	0.01	292.31
160	Elementary Science Fair Coordinator	0.01	292.31
161	Science Club Sponsor	0.01	292.31
162	Elem. Math Bowl Director	0.015	438.47
163	Elem. Math Bowl Coordinator	0.015	438.47
164	High School Spell Bowl Coordinator	0.015	438.47
165	Jr. High Spell Bowl Coordinator	0.015	438.47
166	Elementary Spell Bowl Coordinator	0.015	438.47
167	High School Program Coordinator	0.03	876.93
168	High School Academic Coach (5)	0.03	876.93
169	Jr. High School Program Director	0.015	438.47
170	Jr. High School Academic Coach (5)	0.02	584.62
171	Accelerated Math Coordinator	0.036	1061.09
172	HUGS, FIST, FOOT Coordinator	0.016	477.93
173	Spirit Club Coordinator	0.035	1023.09
174	Tech Club Coordinator	0.01	292.31
175	Graduation Coordinator	0.01	585.00
176	Business Professionals of America Sponsor	0.01	292.31

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. The certified Library Media Specialist will receive a minimum of fifteen (15) extended days of contract compensation at their daily rate. Scheduling the use of the extended contract days is at the discretion of the building principal.
2. The Guidance Counselor will receive a minimum of fifteen (15) extended days of contract compensation at their daily rate. Scheduling the use of the extended contract days is at the discretion of the building principal.

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

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.

Section I. Traditional Separation of Employment Benefits

A. Traditional separation of employment benefits will be provided teachers who meet the following criteria:

1. The separating teacher must have been employed on a regular teacher's contract with this corporation during the 1999-2000 school year and continuously thereafter. Leaves approved by the Board will not interrupt continuous years of service.
2. The separating teacher must be at least 55 years of age by September 1 in the first year of his/her separation and be eligible for full retirement benefits from the Teachers Retirement Fund. An exception to this age requirement will be granted if the teacher has reached age 50 by June 30 in the year of separation and the need for earlier separation due to poor health can be verified by a licensed medical physician.
3. The separating teacher must have completed the final 15 years of teaching in the Hamilton Community Schools.
4. Written notice shall be provided by the teacher of his/her retirement by March 1 of the year of separation. The Board of School Trustees may waive the March 1 deadline for any reason unforeseen by the deadline, or for other reason that would be of benefit to the school corporation.

B. Once the Vendor of the 401(a) Plan reports to the Corporation that a given teacher's total 401(a) Plan actual account balance (sick leave buy down and salary diversion contributions

plus earnings there from), as compared to calculated retirement benefits, assuming an eight (8) percent return, is worth the sum of \$43,500 or more for a teacher on the Masters + 15 lane, \$42,000 or more for a teacher on the Masters lane, and \$33,500 or more for a teacher on the Bachelors lane and the product of \$50 times the lesser of the total number of illness leave days bought down or \$250, that teacher will no longer be eligible for these traditional separation of employment benefits. Otherwise, the worksheets (Appendix 1 and Appendix 2) will continue to be applied to determine a qualifying teacher's traditional separation from employment benefits.

C. The parties agree that the 401(a) and non-elective 403(b) Annuity Plans described in this Article shall replace the retirement benefits outlined in Article XXI of the negotiated agreement that was in effect from July 1, 1995 through June 30, 1999. Once a teacher's 401(a) Plan account, contributions and earnings assumed at 8%, exceeds the calculated benefits that would be accrued under this plan or once all teachers who were hired prior to July 1, 2000 have retired or resigned their positions, the retirement plan (Section II below) shall be confined to the 401(a) Plan herein established. Teachers hired for the 2000-01 school year and beyond shall not be eligible for Section I benefits.

D. In the event that a plan participant severs his/her employment before satisfying the qualifying requirements of the plan, the funds in that individual's account shall be reallocated proportionately among the accounts of the remaining plan participants in the same manner that the original distribution was made.

Section II. 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. As provided for in the Personal Illness Days provision and Worksheet B of this Agreement, the School Corporation shall make payments for accumulated personal illness days into a qualifying teacher's 401(a) Plan account.

C. 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, 2016 and shall continue in effect through June 30, 2017.

C. The salary and salary related fringe benefit language items in this agreement shall remain in effect through June 30, 2017.

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.

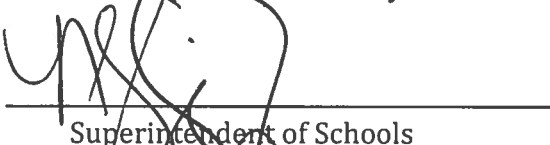
E. This Agreement is made and entered into at Hamilton, Indiana, between the Board of School Trustees of Hamilton Schools and the Hamilton Classroom Teachers Association.

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.

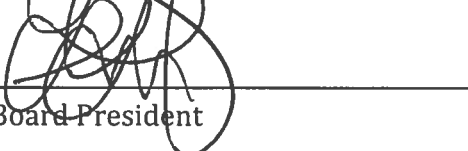
For the Hamilton Classroom
Teachers Association

For the Board of School Trustees
Hamilton Community Schools


By: 
HCTA Co-President

By: 
Superintendent of Schools

By: 
HCTA Co-President

By: 
Board President

By: _____
HCTA Spokesperson

By: 
Board Secretary

Date: 12 SEPT 2016

APPENDIX A

Worksheet A – Retirement Benefit (from Salary Diversion) Calculation

For Teachers Who Qualify for Traditional Separation of Employment Benefits

Step 1. Determine which retirement benefit the separating teacher is entitled to by his/her placement on the salary schedule at the time of retirement:

BA Column Benefit	=	\$33,500
MA Column Benefit	=	\$42,000
MA+ Column Benefit	=	\$43,500

Teacher's Salary Column: _____ Teacher's Retirement Benefit: \$ _____

Step 2. Determine the number of illness leave days purchased previously, including those in Step 3 of Worksheet B

Write the lesser of the number or 250 here: _____
Multiply the number by \$50 and write the product here: _____

Step 3. Add the value of Step 1 above to the value of Step 2 above:

Step 1 _____
Step 2 _____
SUM _____

Step 4. The Vendor of the parties' 401(a) Plan shall determine a calculated retirement benefit value of the teacher's 401(a) Plan account by including annual salary diversion contributions and illness day buy downs made to the teacher's account, assuming an annual rate of return of 8% for each year the given contribution remained in the account. Along with the calculated value of the teacher's account, the Vendor shall provide in writing the year-by-year figures and calculations it used to set this value.

The value calculated by the Vendor should be recorded here: \$ _____

Step 5. The calculated value of the teacher's 401(a) Plan account salary diversion and illness leave contributions and returns thereon, recorded at Step 4 above, shall be subtracted from the teacher's retirement benefit, recorded at Step 3 above.

- A. Retirement Benefit amount (Step 3's SUM): \$ _____
- B. Calculated Value of Teacher's 401 (a) Account (Step 4 amount): \$ _____
- C. Amount (difference between Steps 3 and 4 amounts): \$ _____

Step 6. Divide the difference in Step 5 by 5 to determine the amount to be paid annually into a post-retirement, non-elective 403 (b) Plan account:

(Step 5 Amount: \$ _____ ÷ 5 = \$ _____)

**Retirement benefit to be paid annually for five years.

APPENDIX B

Worksheet B – 401(a) Plan Account Benefit from Personal Illness Days Calculation

(For All Teachers)

Step 1. To be done at the end of each school year.

Record the number of unused/accumulated Personal Illness Days, including days converted from other paid leaves, to date: _____

Subtract the maximum cap for Personal Illness Days: -90

Record the number of these days to be purchased: _____

Step 2. To be done at the end of each school year.

Multiply the number of days to be purchased from Step 1 by \$50.00

Record teacher's Corresponding Factor: \$50.00

Multiply by number of days to be purchased (from Step 1): x_____

Product is amount to be paid into teacher's 401(a) Plan account: \$_____

Step 3. To be done just prior to teacher's separation from employment by reason of retirement.

Record the teacher's Corresponding Factor (from Step 2). Multiply this amount by the estimated remaining number of unused, accumulated Personal Illness (PI) Days, including days converted from other paid leaves, remaining at the time of the teacher's time of separation. The product is the amount to be paid into the teacher's 401(a) Plan account just prior to final separation from employment.

Record teacher's Corresponding Factor: \$ _____

Multiply by remaining number of PI Days to be purchased: x_____

Product is amount to be paid into teacher's 401 (a) Plan account: \$ _____

Note: The total Personal Illness Days' buy-out contributions made into the teacher's 401(a) Plan account and earnings thereon replace any traditional severance payments due qualifying teachers.

***Beginning with the 2011-2012 school year the buy-back days in the 2009 worksheet, p. 36, would remain 250 days. Beginning with the 2012-2013 school year the buy-back days will decrease to 200 days. Beginning with the 2013-2014 school year the buy-back days will decrease to 100 days. However, a retirement incentive will be discussed each fall after the ADM count day if new money over the \$2.9 million is available in the general fund.

APPENDIX C
2015-2016
Salary Schedules & Qualifications

Effectiveness Level	Silver	Gold	Platinum
0	\$32,154.00	\$34,227.00	\$35,004.00
1	\$32,885.00	\$35,004.00	\$35,800.00
2	\$33,633.00	\$35,800.00	\$36,613.00
3	\$34,397.00	\$36,613.00	\$37,446.00
4	\$35,179.00	\$37,445.00	\$38,296.00
5	\$35,978.00	\$38,296.00	\$39,166.00
6	\$36,795.00	\$39,166.00	\$40,056.00
7	\$37,630.00	\$40,056.00	\$40,965.00
8	\$38,484.00	\$40,965.00	\$41,896.00
9	\$39,359.00	\$41,895.00	\$42,847.00
10	\$40,252.00	\$42,847.00	\$43,820.00
11	\$41,201.00	\$43,815.00	\$44,811.00
12	\$42,096.00	\$44,810.00	\$45,827.00
13	\$43,051.00	\$45,826.00	\$46,868.00
14	\$44,028.00	\$46,866.00	\$47,931.00
15	\$45,027.00	\$47,929.00	\$49,019.00
16	\$46,048.00	\$49,016.00	\$50,131.00
17	\$47,093.00	\$50,128.00	\$51,267.00
18	\$48,161.00	\$51,264.00	\$52,429.00
19	\$49,253.00	\$52,427.00	\$53,619.00
20	\$50,369.00	\$53,615.00	\$54,834.00
21	\$51,511.00	\$54,831.00	\$56,077.00