**Bargaining Summary**

**Association Proposal 10-16-2019**

**Date Changes:** Pages 2, 4, 5, 22, 23, 24, 25, 26

**Article II** Compensation and Expenses Page 4

Remove language: To shrink the gap, the Corporation is changing the beginning salary from $34,400 at the zero level and replacing it with $36,100.

Remove language: A one-time stipend of $50,000 will be added for the 2018-2019 school year. Every teacher employed on November 12, 2018 will receive an equal amount.

Teachers who were evaluated during the 2018-2019 school year as Effective or Highly Effective and taught one (1) semester will be moved one step on the compensation model. Each step will receive an additional $750 before teachers are moved. Teachers must be currently employed for the 2019-2020 school year to qualify for compensation.

Teachers who were evaluated during the 2019-2020 school year as Effective or Highly Effective and taught one (1) semester will be moved one step on the compensation model. The 2019-2020 ADM was reported to be 1,441. If the 2020-2021 ADM is 1421 or higher in September 2020, each level will have another $250 added. Each teacher will also receive an additional $750 stipend. If the ADM in September 2020 is 1,420 or lower, teachers will receive a $1,000 stipend and the base salaries will remain the same for the 2020-2021 school year. Teachers must be employed for the 2020-2021 school year to qualify for compensation.

**Page 5**

The salary range for the 2019-2020 school year is $36,100 to $61,600 and does not reflect the TRF contribution or any negotiated salary increase. The salary range for the 2020-2021 school year is $36,850 to $62,350 and does not reflect the TRF contribution or any negotiated salary increase.

I. Leave Stipend

1. A Teacher who takes zero (0) sick and personal leave days in a school year shall receive a stipend of Seven Hundred Fifty Dollars ($750.00).

2. A Teacher who takes one‑half (½) but not more than three (3) sick and personal leave days in a school year shall receive a stipend of Three Hundred Dollars ($300.00).

The stipend for which a Teacher qualifies shall be paid not later than July 31st of the school year. It is also understood and agreed to that no Teacher shall lose any leave stipend due to days donated to the sick leave bank.

**Article III**

1. Teachers will receive ~~sixteen (16)~~ fourteen (14) sick leave days per year of employment. It is understood that sick leave in future years shall not exceed ~~sixteen (16)~~ fourteen (14) days per year of employment. All first year Teachers shall be enrolled in the Sick Leave Bank by donating one (1) day.

2. The total unused portion of the annual sick and emergency leave allowance will be permitted to accumulate without limit for those Teachers who were employed by Crawford County Community Schools during the 2005-2006 school year and who chose to retire under the benefits of APPENDIX D (previously Article VI) and provided written notice to the Superintendent that they were retiring no later than September 1, 2008. ~~For all other Teachers, effective July 1, 2006, the accumulation of sick leave shall be limited to one hundred fifty (150) days.~~ For all teachers with a hire date after July 2006 will be limited to one hundred fifty (150) accumulated days. Appendix E (previously Article VI) will reflect that accumulated days above the one hundred fifty (150) will be purchased from the employee for seventy-five dollars $75.00 a day. The employee will receive a deposit into a 401(a) no later than July 31st. The daily rate of seventy-five dollars ($75.00) will only be paid for days accumulated above the one hundred fifty (150) maximum.

C. Bereavement Leave

In each case of death in the immediate family, a Teacher shall be allowed five (5) school days with full pay beyond such death, not to be assessed against accumulated sick or personal leave days. Up to two (2) days may be used later in school year or following school year for the purpose of attending to matters which are related to the death of that family member. The immediate family shall mean husband, wife, mother, father, brother, sister, son, daughter, father‑in‑law, mother‑in‑law, grandparents, step-children, or step-parents.

In each case of death for an aunt, uncle, niece or nephew, a Teacher shall be allowed two (2) school days full pay beyond such death. Two (2) days shall be granted for the death of a spouse’s grandparent.

**Article VIII Grievance Procedure**

Add back language that was taken from the contract after 2012.

A. A claim by a Teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement; or any rule, order, or regulation of the Board; State law or regulation; the individual Teacher Contract; or the supplemental Teacher Contract may be processed as a grievance as hereinafter provided.

B. In the event that a Teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building Principal or immediate supervisor, either personally or accompanied by an Association Representative.

C. If, as a result of the informal discussion with the building Principal or immediate supervisor, a grievance still exists, he may invoke the formal grievance procedure through the Association. The form shall be available from the Association Representative in each building. A copy of the grievance form shall be delivered to the Principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or his appointed designee.

D. Within five (5) calendar days of receipt of the grievance, the Principal shall meet with the Association in an effort to resolve the grievance. The Principal shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting or ten (10) calendar days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days, the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.

F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting or ten (10) calendar days from the date of filing, whichever shall be later, the grievance may be submitted to binding arbitration before an impartial arbitrator selected through the American Arbitration Association.

1. The selection of the arbitrator and the rules which govern the arbitration proceedings shall be in accordance with the rules of the American Arbitration Association.

2. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

3. Both parties agree to be bound by the award of the arbitrator.

4. The fees and expenses of the arbitrator shall be borne by the loser.

G. The time limits provided in this Article shall be strictly observed but may be extended by a written Contract between the parties. In the event a grievance is filed after May 15th of any year, the Board shall cooperate in processing such grievance prior to the end of the school year.

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

I. If, in the judgment of the Association, a grievance affects a group or class of Teachers, the Association may submit such grievance in writing to the Superintendent or his designee directly and the processing of such grievance shall be commenced at step two (2) of the formal grievance procedure.

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

K. A Teacher engaged during the school day in the investigation, preparation, or presentation of a grievance, or who is a witness for same, shall be released from regular duties without loss of pay.

**Appendix A**

**New Hires**

New hires will be placed on the compensation model using years of experience and degree/certification in comparison with current employees. No new hire will be placed on the compensation model at a higher salary than a current employee with the same years of experience and degree/certification. ~~Hard to fill positions or employees requiring an exception will be discussed with Association leadership and the UniServ Director.~~ The Administration will discuss with the Association Leadership and UniServ Director qualifications and placement of all new hires on the compensation model.

The salary range for the 2019-2020 school year is $36,100 to $61,600. The range does not include the 3% TRF contribution or negotiated salary increase. The salary range for the 2020-2021 school year is $36,850 to $62,350 ~~or the “Mind the Gap” removal of the base level salary of $34,400~~.

**2019-2020**

|  |  |
| --- | --- |
| **Step** | **Base** |
| 0 | $ 36,850 |
| 1 | $ 36,850 |
| 2 | $ 38,550 |
| 3 | $ 40,250 |
| 4 | $ 41,950 |
| 5 | $ 43,650 |
| 6 | $ 45,350 |
| 7 | $ 47,050 |
| 8 | $ 48,750 |
| 9 | $ 50,450 |
| 10 | $ 52,150 |
| 11 | $ 53,850 |
| 12 | $ 55,550 |
| 13 | $ 57,250 |
| 14 | $ 58,950 |
| 15 | $ 60,650 |
| 16 | $ 62,350 |

**2020-2021 scale below is contingent on the 2020-2021 fall ADM od 1,441. If the ADM drops to 1420 or below, the base salaries listed in the scale will not receive the additional $250 reflected below. The salary scale will revert to the 2019-2020 amounts and every teacher will receive a $1,000 stipend. Teachers meeting the requirements of the compensation model will also move one step.**

**2020-2021 (with $250)**

|  |  |
| --- | --- |
| **Step** | **Base** |
| 0 | $ 37,100 |
| 1 | $ 37,100 |
| 2 | $ 38,800 |
| 3 | $ 40,500 |
| 4 | $ 42,200 |
| 5 | $ 43,900 |
| 6 | $ 45,600 |
| 7 | $ 47,300 |
| 8 | $ 49,000 |
| 9 | $ 50,700 |
| 10 | $ 52,400 |
| 11 | $ 54,100 |
| 12 | $ 55,800 |
| 13 | $ 57,500 |
| 14 | $ 59,200 |
| 15 | $ 60,900 |
| 16 | $ 62,600 |

**ECA**

Cross Country Head Varsity Boys and Girls move to Miscellaneous Sports

Split Varsity Cheerleading into two (2) seasons

Pay the Varsity Cheerleading coach $1,000 at the end of Football season $1,000 at the end of Basketball Season

Decrease Varsity Cross Country Assistant salary to $817

Remove Middle School Golf under boys’ and girls’ sports-Put under miscellaneous sports as co-ed

Cross Country Middle School Boys and Girls move to Miscellaneous Sports change salary to $1,023

Track Middle School Boys increase salary to $1,023

Track Middle School Girls increase salary to $1,023

Add Middle School Softball $1,023

Add Middle School Baseball $1023

Football Change 7th Grade and 8Th Grade coaches to Middle School Coach

Change elementary basketball to athletic director’s proposal-Effective 2020-2021 season

Remove: Boys Basketball A and B Team and Girls Basketball A and B Team

Add: Boys’ Basketball Elementary School Coach 1 per building $1,023

 Boys’ Basketball All County Coach $1,023

 Girls’ Basketball Elementary School Coach 1 per building $1,023

 Girls’ Basketball All County Coach $1,023

Denote that the following positions will be “dormant” and unfilled unless number of participants suggest differently.

Summer Assistant Baseball Coach, Summer Assistant Softball Coach, Football JV Coach, Football Assistant Junior Varsity, Football Middle School Assistant Coach

An ECA position may be divided into two (2) or more positions with the mutual agreement of the Administration and the individuals involved as long as the total money involved does not exceed the amount spelled out in this ECA schedule. Also, two (2) or more ECA positions can be combined, again with the mutual agreement of the Administration and the individuals involved, in which case the individual involved would receive the pay for each ECA job done, not to exceed the amounts spelled out in this ECA schedule.

**Add Appendix C-6 Physician’s Statement for Sick Bank**

**Remove Appendix E (Information for Insurance)**

### APPENDIX E

**ARTICLE VI**

**RETIREMENT SAVINGS PLAN**

**EMPLOYEES WITH A HIRE DATE AFTER JUNE 1, 2006**

### A. RETIREMENT BENEFIT.

An individual who is employed as a bargaining unit member at the time of retirement will be eligible for the following retirement benefits provided the Teacher has otherwise satisfied the requirements and conditions described below.

1. GROUP HEALTH INSURANCE.

Immediately following retirement, the Teacher and his/her spouse, if any, shall have the option of remaining in the Corporation’s current group health insurance plan if all the following conditions are met as of the date of retirement and thereafter:

a. While the retired Teacher and spouse, if any, remain enrolled in the health insurance plan, the retired Teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.

b. The Teacher has provided a written request to the School Corporation for continuing insurance coverage for the Teacher and spouse, if any.

When a retired Teacher first becomes eligible for Medicare, the Teacher’s eligibility to continue to participate in the Corporation’s group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired Teacher’s spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible Teacher’s right to continue health insurance for the Teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA

B. 403(b) ANNUITY PLAN.

1. Each Teacher may elect to make a salary reduction election and make tax deferred contributions, to a plan described in section 403(b) of the Internal Revenue Code (the “Code”) to the maximum limits allowed by the Code. The Board shall forward salary reduction money to the appropriate vendor each month.

2. The School Corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to 403(b) plans.

## 3. Input shall be sought from the Association on changes to the administration of the 403(b) plans. Ample notice shall be given of meetings to discuss the plan document required by the Internal Revenue Service.

C. The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The Board agrees to contribute annually into each individual’s separate 401(a) account an amount equal to One and One-Half Percent (1.5%) of salary on the Informational Schedule for employees hired after June 1, 2006. The Board shall make equal monthly contributions throughout the school year, and will complete its contributions on or before August 1st of each succeeding school year.

D. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) plan. The single investment vendor for the 401(a) plan shall be Security Benefits unless a change in vendors is mutually agreed to by the parties. Each bargaining unit member shall be One Hundred Percent (100%) vested upon the completion of his/her fifth year of continuous employment with the School Corporation or upon death.

E. Teachers that accumulate days above one hundred fifty (150) will receive seventy-five dollars ($75.00) annually for any days above the one hundred fifty (150) day maximum. A deposit will be made in the employee’s 401 (a) by July 31st of each year days are purchased. The seventy-five ($75.00) per day is for days above the one hundred fifty (150) day maximum only.

F. The School Corporation shall contribute to a Voluntary Employees' Beneficiary Association ("VEBA") as described in section 501(c)(9) of the Code. The Board agrees to contribute annually into each individual’s separate VEBA account an amount equal to One-Half Percent (0.5%) of salary on the Informational Schedule for employees hired after June 1, 2006. The Board shall make equal monthly contributions throughout the school year. Each bargaining unit member shall be One Hundred Percent (100%) vested upon the completion of his/her fifth year of

continuous employment with the School Corporation or upon death.

G. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA plan. The single investment vendor for the VEBA plan shall be Security Benefits unless a change in vendor is mutually agreed to by the parties.

H. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee’s VEBA and 401 (a) account shall be forfeited. Forfeited amounts shall be reallocatedequally at the end of each plan year to members with active employee accounts. Security Benefits and Crawford County School Corporation will share account information annually so that reallocation can be completed no later than August 31st of each year. The following employees will not share in the reallocation of a forfeiture of a VEBA account:

(a) Employees who forfeited their VEBA accounts in the same year;

(b) Employees who previously forfeited their VEBA accounts; and

(c) Employees who have terminated employment on or before August 31st of the year of the reallocated forfeiture.