

## 2016-17 MASTER TEACHER CONTRACT

### Article I Recognition

- A. The Board of Managers hereby recognizes the Heartland Teachers' Association, as the exclusive bargaining representative for all certificated teaching staff employed under a regular teacher contract as described in Indiana Code. This is generally understood to mean certificated day-time (secondary program) instructors.
- B. Throughout this contract, the term *employee* shall refer to all employees represented by the Association in the bargaining unit, and the term *board* shall refer to the governing board of the Heartland Career Center.

### Article II Leaves

- A. Sick Leave
  - a. Teachers will be granted 10 days of sick leave for the first year and 10 days for each subsequent year of service. The above days are defined as whatever proportion of a day is called for in the specific teacher's contract; i.e. a half time teacher would accumulate ten half days which would be recorded as 5 full days for record keeping purposes. When sick days are used they will be charged to the teacher's account according to the amount of work time missed; i.e. a half time teacher would have 1/2 day subtracted from their sick leave accumulation for each day missed. Unused sick leave shall be accumulated to a maximum of 193 days. Teachers entering this corporation may transfer all accumulated unused sick leave certified by their immediate previous Indiana School Corporation employer at the beginning of the second year of employment.
  - b. Up to ten (10) days of sick leave may be used per year for illness, surgery, or accident involving the teacher's immediate family. The "immediate family" shall include the teacher's spouse, children, mother, father, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, and anyone living in the teacher's household. Verification of illness by a physician's statement may be required at the sole discretion of the school employer.
- B. Worker's Compensation - An absence by a teacher due to a work-related injury incurred in the course of the teacher's employment while on an assigned duty authorized by the board and for which the member receives worker's compensation disability benefits shall be charged only a pro rata amount of sick days in the necessary proportion as provided in 1945 Indiana Attorney General's Opinion Number 134 to equal the regular dollar amount normally paid to the teacher by the school corporation.
- C. Personal Leave - Three days of personal leave shall be granted per year in accordance with state law. For unused personal leave days teachers shall be reimbursed at the current substitute pay rate per day after the close of the school year

or a teacher may choose to have unused personal leave days added to their individual sick leave accumulation. These days are defined as whatever portion of a day is called for in a teacher's contract; i.e. a half time teacher would be entitled to three half days per year. Up to two (2) unused personal business days may be carried over into the next contract year to a maximum of 5 total days per year.

- D. Professional Leave - Request to attend professional meetings shall be made to the Director.
- E. Emergency Leave - Emergency leave with pay for death in the immediate family for a period not to exceed five school days beyond such death may be granted. This leave is defined as death leave and not deducted from sick leave. The immediate family is defined as spouse, child, father, mother, brother, sister, in-laws, grandfather, grandmother, or grandchild and anyone living in employee's household. Emergency leave for death other than that in the immediate family may be granted for a period of not more than two days in a year. Such leave arrangements should be made with the Director.
- F. Legal Duty - Teachers will be excused for jury duty or when subpoenaed as witnesses in a court case. Teachers will receive the difference in pay between their daily salary and the pay for jury duty.

### **Article III Sick Leave Bank**

- A. Sick Leave Bank
  - a. Purpose - A voluntary Sick Leave Bank shall be established for the benefit of teachers of the Heartland Career Center under full-time or part-time contracts. The Sick Leave Bank shall be used for the purpose of providing a bank of days upon which members of the Sick Leave Bank may draw in case of extended illness, quarantine, disability or doctor's advice.
  - b. Participation
    - i. The Sick Leave Bank Program is open to all members of this bargaining unit.
    - ii. No teacher shall be required to participate in the program.
    - iii. A participant shall contribute one sick day per year to the Sick Leave Bank in order to be eligible for the benefits of the Sick Leave Bank. Contributions shall be made each year until the bank has accumulated at least 100 days. No additional contributions will be required unless the bank drops below 50 days.
    - iv. The annual enrollment period for accepting voluntary membership in the Sick Leave Bank shall be the first 10 days of the school year or the first 10 days following ratification of the Sick Leave Bank by the teachers association and the board of managers. Teachers who have been employed by Heartland Career Center may join subsequently by paying all back assessments that would have been donated had that teacher joined when he/she was first eligible for membership.
    - v. New teachers may become members by contributing one sick day within the annual enrollment period. A teacher employed by the school corporation

- after the annual enrollment period has passed shall have 10 days from the date of employment in which to enroll in the Sick Leave Bank.
- vi. Once the sick leave days are contributed to the Sick Leave Bank, they shall lose their identity and they shall not be withdrawn and reapplied to the individual teacher's sick leave.
  - vii. A maximum number of days to be granted per teacher shall be 15 days per school year. The extension of this 15 day limitation may be granted at the discretion of the Sick Leave Bank Committee not to exceed an additional 45 days.
  - viii. Part-time teachers' contributions and loans will be pro-rated to their particular contract.
- c. Eligibility - Applicants to the bank must satisfy the following criteria:
    - i. All sick and personal leave accumulated by the member must have been exhausted.
    - ii. Applicant must be a member of Sick Leave Bank.
  - d. Procedure
    - i. A written application shall be made to the Sick Leave Bank Committee and shall be accompanied by a physician's statement describing the nature of the disability, treatment being rendered and the prognosis for a return to work. Application for a loan from the Sick Leave Bank may be made by a personal representative in cases where the individual teacher is unable to do so.
    - ii. The Sick Leave Bank Committee will act upon the application and shall inform the applicant or personal representative of the decision in written form. The Sick Leave Bank Committee shall also provide a copy of the decision to the director of the Heartland Career Center.
  - e. Repayment of Loan
    - i. The recipient of a loan who remains in the employment of the Heartland Career Center shall repay the borrowed days at the rate of one-half of the individual's sick leave received each year until the loan has been repaid.
    - ii. A recipient who leaves the employment of the Heartland Career Center and still owes days to the Sick Leave Bank must transfer any accumulated sick and personal days to the bank as payment toward the loan. If these days are insufficient to repay the loan, the loss shall be absorbed by the Sick Leave Bank.
  - f. Sick Leave Bank Committee
    - i. The Sick Leave Bank Committee shall consist of two members of the administration appointed by the director and two members of the teachers' association appointed by the association. The president of the teachers' association will act as chairperson of this committee. The chairperson shall have no voting power except in the cases of a tie vote by the committee. In the event that a member of the committee is applying for a loan, a new member shall be appointed by the director or association, whichever is appropriate. The tenure of the Sick Leave Bank Committee shall be for two school years.

- ii. The administration of the bank will be vested with the Sick Leave Bank Committee.
- iii. Any interpretations of items covered or not covered in this document shall be left to the discretion of the Sick Leave Bank Committee.

## Article IV Insurance

### A. Group Medical Insurance Contributions

- a. All employees must contribute at least \$1.00 per year to the cost of the group health insurance program. The board will contribute the following amount of the premium during the 2016-17 school year toward the APPROVED group health insurance program recommended by the Heartland Career Center staff (to include all individuals covered by the health insurance policy) and APPROVED by the board of managers for each teacher who qualifies for plan participation as stated by the insurance carrier. If the cost of the insurance premium is less than the board contribution, the employee is entitled to only the amount of the premium, less one dollar. The Insurance Committee will be composed of one board member (selected by the board of managers), one support staff member (selected by the support staff), one administrator (selected by the director), and five teachers (selected by the Heartland Teachers' Association). The functions of this committee will be to research, analyze, and manage the health insurance program. Major policy decisions will be made by the entire staff eligible for coverage. A teacher employed under regular contract for only a portion of the school year shall be entitled to a proportionate amount. The 2016-17 Employer Contribution will increase by 3%. The Employer Contribution will be capped at 85% of maximum premium cost per plan/tier. This contribution to be effective October 1, 2016.

#### PLAN 1

|                   |               |
|-------------------|---------------|
| Single            | \$ 6,199/year |
| Employee/Children | \$ 8,153/year |
| Employee/Spouse   | \$10,061/year |
| Family            | \$15,291/year |

#### PLAN 2

|                   |               |
|-------------------|---------------|
| Single            | \$ 6,135/year |
| Employee/Children | \$ 8,153/year |
| Employee/Spouse   | \$10,061/year |
| Family            | \$15,291/year |

#### PLAN 3

|                   |               |
|-------------------|---------------|
| Single            | \$ 5,387/year |
| Employee/Children | \$ 8,153/year |
| Employee/Spouse   | \$10,061/year |
| Family            | \$15,291/year |

## PLAN 4

|                   |               |
|-------------------|---------------|
| Single            | \$ 4,261/year |
| Employee/Children | \$ 7,236/year |
| Employee/Spouse   | \$ 9,134/year |
| Family            | \$12,380/year |

- b. The board will pay the following percentages toward the group insurance benefits for part-time teachers qualifying for participation:
  - i. 50% of the premium allotment for a halftime teacher, not to exceed 50% of the maximum board contribution.
  - ii. 75% of the premium allotment for a teacher teaching more than a half-time contract but less than two-thirds contract, not to exceed 75% of the maximum board contribution.
  - iii. 100% of the premium allotment for a teacher teaching a two-thirds contract or more, not to exceed 100% of the maximum board contribution.
- c. Retired teachers who qualify under Indiana Code shall be allowed to remain in the medical coverage of the Heartland Career Center by paying all of the premium in advance of the billing by the carrier. Qualifications under Indiana Code include a teacher:
  - i. who will have reached fifty-five (55) years of age on or before the employee's retirement date but who will not be eligible on that date for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq.;
  - ii. who will have completed fifteen (15) years of creditable employment with a public employer on or before the employee's retirement date, ten (10) years of which must have been completed immediately preceding the retirement date as prescribed by Indiana Code; and
  - iii. who will have completed at least fifteen (15) years of participation in the retirement plan of which the employee is a member on or before the employee's retirement date.
- B. Term Life Insurance - The school board will pay for each full-time teacher (100% contract) the cost (all but \$1.00) of a \$50,000 term life insurance policy. The insurance company is determined and selected solely by the school board.
- C. Disability Insurance - The school board will pay the cost (all but \$1.00) of disability insurance. The insurance carrier and coverage is determined and selected solely by the school board.
- D. Dental Insurance - The school board will pay the cost (all but \$1.00) of an 'employee only' dental plan. Coverage will extend to those eligible employees who qualify for plan participation as stated by the insurance carrier. The cost of dependent coverage is the sole responsibility of the employee. The insurance carrier and coverage is determined and selected solely by the school board.
- E. Vision Insurance - The school board will pay the cost (all but \$1.00) of an 'employee only' vision plan. Coverage will extend to those eligible employees who qualify for

plan participation as stated by the insurance carrier. The cost of dependent coverage is the sole responsibility of the employee. The insurance carrier and coverage is determined and selected solely by the school board.

- F. Termination of Coverage - If annual contractual obligation is satisfied, employee shall have coverage until applicable, annual benefit period expires. If employee terms prior to satisfying annual contractual obligation, insurance will terminate at the end of the month in which termination occurs.
- G. Spouse Coverage\* – A spouse who is eligible for medical insurance from his or her employer will no longer be eligible for coverage under the Heartland Career Center health plan.  
\*This language will only take effect when mandated by the North Central Indiana School Insurance Consortium.

## **Article V Retirement and Transition Benefits**

- A. Transition Benefits (for employees hired on or before July 1, 2005) - A procedure for paying a transitional income to qualifying teachers who retire is agreed to as follows:
  - a. Qualifying Conditions
    - i. A teacher who reaches the age fifty-five (55) on or prior to June 30 and has a minimum of twelve (12) years of employment at Heartland Career Center qualifies for this transition income. A year of employment consists of a minimum of 120 days. This year of employment is 100% contract or less than 100% contract employment.
    - ii. The qualifying conditions numbered iii and iv as listed under Article V, B. Retirement Benefit, must be met.
  - b. Benefits - The amount of money to be received each year shall be \$8,235.00 for a maximum of five years or until the teacher reaches the age of eligibility for reduced Social Security Benefits, on or prior to June 30, whichever comes first.
  - c. Beneficiary - In the event an employee eligible for this program dies while still employed, benefits will be deposited into the employee's qualified account as stated in [Article V (C) (f)]. Remaining payments (in case of death of a retired employee) will also be deposited into the employee's qualified account as stated in [Article V (C) (f)] .
  - d. Part-time Employees - Personnel employed less than full time will receive a proportion of the above payments equal to the average percent of time employed unless he/she qualifies for full benefits as described in e) of this article.
  - e. Full Benefits - Teachers meeting the twelve years of full time employment will qualify for full benefits under this article.
  - f. Limits - No more than two teachers may retire on this program in any given year. Should there be more than two apply, the two with the most years of service will be APPROVED. If the tie is between teachers with the same

seniority, the teacher(s) submitting the letter first will be chosen. Finally, if a tie still exists, the older applicant shall be APPROVED.

- B. Retirement Benefit (for employees hired on or before July 1, 2005) - A procedure for paying a retirement severance termination pay to qualifying teachers upon their termination of employment at Heartland Career Center is agreed to as follows:
- a. Qualifying Conditions
    - i. The teacher shall have completed at least twelve (12) years of employment at Heartland Career Center (A year of employment consists of a minimum of 120 days.) This year of employment is full or part-time employment.
    - ii. The teacher shall be qualified for and apply for normal (unreduced) state teacher retirement benefits.
    - iii. The teacher shall notify the director in writing of intent to retire no later than July 1 in the year prior to retirement. Said teacher may withdraw notice of intent to retire any time prior to March 1 of the year of retirement. A letter of formal retirement must be submitted prior to March 1 and may not be withdrawn without board approval.
    - iv. The notification date of intent to retire and/or letter of retirement requirement may be waived by the board in the event of an emergency or unforeseen circumstance.
    - v. Upon the death of any teacher while under contract, who had twelve (12) or more years of employment, and who qualified for normal (unreduced) state teacher retirement prior to death, this retirement benefit shall be deposited into the employee's qualified account as stated in [Article V (C) (f)].
  - b. Benefits - A teacher meeting the above conditions will be compensated, upon termination of employment at Heartland Career Center, \$100.00 per year for each year of service to this corporation; or \$121.00 for unused accumulated sick leave days. The teacher will receive an amount equal to whichever option is higher at the completion of his or her service; it shall be deposited into the employee's post separation (403(b) plan.
- C. 401(a)/403(b) Post Separation Retirement Plan (For Employees hired on or before July 1, 2005)
- a. The Board agrees to establish and maintain a qualified 401(a)/403(b) Annuity Plan (hereinafter referred to as the "401(a)/403(b) Retirement Plan") for all certified employees on a regular teaching contract covered under this collective bargaining agreement. The 401(a) Retirement Plan contributions will commence with the 2005-2006 contract year and continue each contract year thereafter.
  - b. The contribution made to the 401(a) Retirement Plan by the Board will be as follows:
 

| <u>Contract Year</u> | <u>Contribution Amount</u> |
|----------------------|----------------------------|
| 2011-12 & thereafter | 3% of salary               |

(The preceding contribution amounts to be paid following each regular payroll cycle.)

- c. The parties agree that the 401(a) Retirement Plan shall replace the current Retirement and Transition Plans in effect for the 2005-2006 school year. For those certified employees participating in the 401(a) Retirement Plan, the current Retirement Benefit and Transition Plan will remain in effect until such earlier time as a certified employee receives a greater benefit from the accumulated value in the new 401(a) Retirement Plan, than he or she would have received under the current Retirement Benefit and Transition Plan.
- d. In the event, due to market fluctuations, a certified employee's 401(a) Retirement Plan experiences a loss, the Board's responsibility under the Retirement Benefit and Transition Plan shall be the amount which the employee would have received under the Retirement Benefit and Transition Plan less the amount previously contributed by the Board under the 401(a) Retirement Plan.
- e. All eligible employees participating in the 401(a) Retirement Plan shall be 100% vested in the plan upon the completion of seven (7) years of service with Heartland Career Center.
- f. Any retirement or transition benefits payable under Article V A or B shall not be paid directly to the employee, but shall be deposited in a 403(b) Post Separation Retirement Plan. The final 401(a)/403(b) Retirement Plan payments will be subject to applicable IRS guidelines concerning maximum contribution levels.

Any dollar amounts exceeding IRS guidelines shall be deposited into a post separation 403(b) Plan. The Retirement and Transition Benefits payable under Article V A and B shall be deposited in five (5) equal annual installments or until the teacher attains the age of eligibility for reduced Social Security benefits. This amount shall be paid by the end of January of each calendar year following retirement.

- g. The 401(a)/403(b) Plans shall:
    - i. Be subject to all applicable Internal Revenue Service regulations.
    - ii. Have no contract initiation fees charged to the employee.
    - iii. Have no administrative or Plan Document charge to the Board.
- D. 401(a) Retirement Plan (For Employees hired after July 1, 2005)
- a. For all certified employees, on a regular teaching contract, hired after July 1, 2005 the 401(a) Plan shall be the only retirement or transition benefits available. The Board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Retirement Plan") for all certified employees on a Regular Teaching Contract covered under this collective bargaining agreement. The 401 (a) Retirement Plan contributions will commence with the 2005-2006 contract year and continue each contract year thereafter.
  - b. The contribution made to the 401(a) Retirement Plan by the Board will be as follows:

| <u>Contract Year</u> | <u>Contribution Amount</u> |
|----------------------|----------------------------|
| 2011-12 & thereafter | 3% of salary               |

(The preceding contribution amounts to be paid following each regular payroll cycle.)

- c. All eligible employees participating in the 401(a) Retirement Plan shall be 100% vested in the plan upon the completion of seven (7) years of service with Heartland Career Center.
- d. The 401(a) Plan shall:
  - i. Be subject to all applicable Internal Revenue Service regulations.
  - ii. Have no contract initiation fees charged to the employee.
  - iii. Have no administrative or Plan Document charge to the Board.
- E. 401(a)/403(b) Carrier
  - a. The Board and the Association shall mutually study and select the 401(a)/403(b) carrier.
- F. Immediate Vesting
  - a. Any certified staff who is laid off by virtue of staff reduction shall receive immediate vesting of their plan.

## **Article VI Retirement Benefits Program Calculations**

- A. Retirement Benefits Program Calculations - Teachers can accumulate a maximum of 193 full sick days based on full-time and part-time employment for retirement benefits program calculations only. Full-time teachers reduced to part-time employment status will maintain fully earned sick days.

## **Article VII Tax Sheltered Investment Program**

- A. Tax Sheltered Annuity Program - It is agreed that two companies (selected by teachers and APPROVED by the board of managers) will be available for employees to participate in a tax sheltered annuity program. The two companies are (1) MET Life Insurance Co., and (2) VALIC. Teachers may at their option participate in this program and have necessary deductions and accounting services performed by the school corporation.

## **Article VIII Salary**

- A. The Performance Base Compensation Model for 2016-17 and beyond is on Appendix A.
- B. Teacher Retirement Contribution - The employer will pay the 3% Teacher's Retirement Fund contribution.
- C. Pay Periods - Teachers shall be paid in 26 installments.
- D. Travel Allowance –
  - a. APPROVED travel reimbursement will be based on available appropriations.

- b. For APPROVED school business, mileage allowance will be as follows:

|                              |       |
|------------------------------|-------|
| January 1, 2009 - thereafter | \$.44 |
|------------------------------|-------|

Registration will be paid in full. Meals will be covered to a maximum of \$25.00 per day. When a trip requires overnight accommodations, lodging costs will be paid. A voucher with receipts must be submitted before claims may be paid. APPROVED travel expenses must be submitted to the administrative office within 30 days of travel activity to be considered for payment.

- c. School business shall include pre-APPROVED professional development, field trips, and student competitions.

E. CTE Student Club Advisors –

- a. BPA, FCCLA, HOSA, Skills USA, TSA and other board APPROVED youth clubs -All teachers are expected to encourage student membership and participation in these recognized clubs. Teachers will assist in communications and be available to chaperon activities as a part of their teaching responsibility. Teachers are not expected to incur out-of-pocket expenses in meeting this responsibility. To be considered an APPROVED or actual chapter, membership must be involved in at least one activity in each category: Ways and Means (money making), Community Service Projects, Professional Development Activities (speakers, field trips, etc.) Social Activities, and Skills/Leadership Competition. Membership to be defined as a minimum of 7 members from each instructor's program area.
- b. As an incentive to encourage membership and participation in youth organizations an addendum will be added to the contract of each instructor who has a club. A salary addendum of \$300.00 per sponsor/instructor will be paid. Special financial consideration may be given to sponsors in the establishment of new clubs.
- c. The supervisor of student services will be responsible for coordination and approval of all club activities. The supervisor of student services will assist in and be kept knowledgeable of all communications with state club offices. Since there is a possibility of having numerous local Skills USA chapters, the supervisor may choose to select a local Skills USA coordinator. This coordinator will receive an additional \$350.00 for the additional responsibilities.
- d. Because of the additional time and work involved, any local club sponsor who has a student(s) qualifying, preparing for, and attending state competition, will receive an additional \$150.00. Any club sponsor who has a student(s) qualifying, preparing for, and attending national competition, will be paid an additional \$200.00.
- e. Any sponsor who teaches only a partial contract and sponsors an APPROVED chapter for that time will receive an addendum proportionally as determined by the supervisor of student services.
- f. Payment for this sponsorship shall occur on or before July 30. The amount of each payment will be for the maximum amount the sponsor qualifies for as stated in the above previous paragraphs.

## **Article IX Cosmetology Teacher Certification Program**

- A. Cosmetology Teacher Certification Program - \$600 will be paid for the coordination and administration of this program using the following guidelines:
  - a. Said amount can be paid to one instructor or split between two instructors. This is to be determined prior to beginning the program.
  - b. At the completion of each school year, the instructor(s) will be paid for the portion of training completed during that school year.

## **Article X Grievance Procedure**

- A. Grievance Procedure - This Grievance Procedure, hereafter referred to as "Procedure," stipulates the conditions under and the procedures by which grievances alleged by school employees as defined in this agreement shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following grievance procedures.
  - a. Definitions
    - i. Grievance: A claim by an employee or the association that there has been a violation, misinterpretation, or misapplication of any provision of this contract or any rule, order or regulation of the board.
    - ii. Grievant: Any individual member of the bargaining unit or the association.
    - iii. Days: School days; in the case of summer vacations, a normal working day of Monday through Friday.
  - b. Step One - In the event that an employee or the association believes there is a basis for a grievance, the employee or the association shall first discuss the alleged grievance with the immediate supervisor, within thirty (30) days of the time of the alleged violation or when the grievant should reasonably have known of the alleged violation. At all steps the grievant may have association representation.
  - c. Step Two - If, after ten (10) days following the informal discussion with the immediate supervisor, a grievance still exists, the grievant may invoke the formal grievance procedure through the association. The Grievance Report Form is attached. A copy of the grievance form shall be delivered to the immediate supervisor. Within five (5) days of the receipt of the grievance, the immediate supervisor shall meet with the grievant and the association representative in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance, in writing, within five (5) days of such meeting and shall furnish a copy thereof to the association and the grievant.
  - d. Step Three - If the association or the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of the filing, whichever shall be later, the grievance shall be transmitted to the director. Within seven (7) days, the director or his/her designee shall meet with the association and the

grievant on the grievance and shall indicate the director's disposition of the grievance, in writing, within five (5) days of such meeting and shall furnish a copy thereof to the association and the grievant.

- e. Step Four - If the association is not satisfied with the disposition of the grievance by the director or the director's designee, or if no disposition has been made within five (5) days of such meeting or twelve (12) days from the date of filing, whichever shall be later, the grievance may be submitted to the board of managers. Within twenty (20) days of submission of the grievance to the board, a meeting shall be held wherein the association and the director each presents its case. The board shall indicate its disposition of the grievance, in writing, within five (5) days of that meeting and shall furnish a copy thereof to the association and to the director. The decision of the board of managers will be final.
- f. The time limits provided in the article shall be strictly observed but may be extended by a written agreement between the parties.
- g. Notwithstanding the expiration of this contract, any claim or grievance arising there under may be processed through the grievance procedure to resolution.
- h. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- i. An association representative shall be present at each formal step of the grievance procedure.

## **Article XI Staff Reduction Pay**

- A. Staff Reduction Pay
  - a. Any teacher who has taught four years in the Heartland Career Center system and is laid off by virtue of staff reduction shall receive staff reduction pay in the amount equal to 20 days at that employee's daily rate, if not recalled by the start of the ensuing school year.
  - b. A teacher accepting a teaching position in another school corporation for the ensuing year shall not be eligible for this pay.

## **Article XII Effect of Agreement**

- A. This contract supersedes and cancels all previous contracts or agreements, oral or written, between the board and the association, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental shall not be binding upon either party unless agreed to and executed in writing by the parties.
- B. Should any article or section of this article be declared illegal by a court of competent jurisdiction, such sections or parts shall be deleted to the extent that it violates the law, and renegotiation of such sections and parts shall begin within ten (10) days of their removal from the contract. The results of such negotiations shall be inserted in place of the illegal section or part, but remaining unaffected provisions shall remain in effect for the term of this agreement.

- C. Any individual contracts between the board and any individual teacher shall be expressly subject to the terms and conditions of this agreement.

**Article XIII Term of Contract**

- A. This contract shall remain in effect until June 30, 2017.

\_\_\_\_\_  
Board President, Heartland Career Center

\_\_\_\_\_  
Heartland Teachers' Association President

\_\_\_\_\_  
Director, Heartland Career Center

\_\_\_\_\_  
Heartland Teachers' Association Secretary

# HEARTLAND CAREER CENTER TEACHER GRIEVANCE FORM

Grievant: \_\_\_\_\_

Date of Occurrence or Knowledge Thereof: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Step I: Informal Conference**

Date: \_\_\_\_\_

**Step II: Initial Formal Conference, Immediate Supervisor**

Date: \_\_\_\_\_

Parties Present: \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

Signature of Association President: \_\_\_\_\_

Disposition by Immediate Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Immediate Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

**Step III: Formal Conference with Director (if different from Immediate Supervisor)**

Date: \_\_\_\_\_

Parties Present: \_\_\_\_\_  
\_\_\_\_\_

Disposition by Director: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Director: \_\_\_\_\_ Date: \_\_\_\_\_

**Step IV: Board of Managers**

Date Filed: \_\_\_\_\_

Signature of Association President: \_\_\_\_\_

Date of Meeting with the Board: \_\_\_\_\_

Disposition of the Board of Managers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Board of Managers President: \_\_\_\_\_ Date: \_\_\_\_\_

If more space is needed, attach additional sheets.

Copies for:

Grievant

Association President

Immediate Supervisor

Director

**SALARY (CERTIFIED TEACHERS)**

1. Performance Based Compensation Model (2016-17 and beyond):

## PHILOSOPHICAL FRAMEWORK HEARTLAND CAREER CENTER

1. The Compensation Model should be clear to all stakeholders.
2. The Compensation Model should attempt to compensate the Heartland Career Center Teacher who is deemed effective in line with the prior salary schedule.
3. The Compensation Model should look to reward teachers for commitment to their students and to their craft.
4. The Compensation Model should be fair and equitable to all teachers.

### Compensation System Description

**The Compensation Model will be based on academic needs of students in the school corporation (not to exceed 20%) & teacher performance based on the State APPROVED Evaluation model and broken into two performance tiers: an overall evaluation level of a 1 or 2 (1-2.4) will not receive additional compensation; an overall evaluation level of a 3 or 4 will receive the bargained additional compensation.**

Current State APPROVED Evaluation system is RISE and the tiers are based off that Evaluation scoring method of a 1-4 point system.

| <b>Teacher Level</b>                                 | <b>RISE Score</b> | <b>Dollars added</b> | <b>% Total Unit Value</b>       |
|--|-------------------|----------------------|---------------------------------|
| Ineffective/Needs Improvement                        | 1-2.4             | \$0                  | 0%                              |
| Effective/Highly Effective                           | 2.5-4.0           | TBD                  | 80% added to base               |
| Academic Needs of students in the School Corporation |                   | TBD                  | 20% stipend (not added to base) |

**Increased Compensation:** Each certified faculty member will receive compensation based upon their teacher evaluation and the academic needs of students in the school corporation. 80 percent of the additional compensation (\$ ) will be added to the member's base salary; 20 percent (\$ ) will be provided to the member as a one-year stipend.

**The Unit can only be earned by effective/highly effective teachers. If a teacher earns either a 1 (ineffective) or a 2 (needs improvement) on their evaluation, then he or she will be unable to earn the unit. Teacher effectiveness ratings will be considered the on/off switch for compensation.**

**A teacher rated Ineffective or Needs Improvement under IC 20-28-11.5 may not receive any raise or increment for the following year if the teacher's employment contract is continued. The amount that would otherwise have allocated for the salary increase of teachers rated ineffective or improvement necessary shall be allocated for compensation of all teachers rated effective and highly effective based on the criteria in subsection (b).**

**Compensation can only be issued if the teacher remains employed with the district during the year following the earned units.**

Beginning Salary: All beginning teachers with 0 years of experience will begin at \$32,100.00. Newly hired teachers with previous teaching and/or work experience may negotiate his or her beginning salary with the director or designee.

Salary Cap: Teachers base salaries will be capped at \$60,000.00. Annual compensation can only be earned as a non-reoccurring stipend. This compensation will not be added to the base salary.

Deficit Financing: This condition will result in no additional compensation for that year and could result in a decrease.

Teacher Effectiveness: Effective/Highly Effective teachers will earn 1 unit. This unit will be a "base" unit.

Less than Full-Time Contract: For those employed at less than a full-time contract, the unit will be of equal value to their full-time peers.

**Meeting Academic Needs of students in the corporation stipend:**

- 1. A teacher distinguishes themselves by ensuring that their eligible student(s) take the state APPROVED end of course assessment.**
- 2. If a state APPROVED end of course assessment is not available then the:**
  - a. Eligible student(s) will take an Industry, national or state level, certification exam.**
  - b. Eligible student(s) are awarded college dual credits.**
  - c. The English/Language Arts teacher can assist student(s) in their ECA assessment preparation.**

**Eligible student(s):**

**A senior, second year students or any other student the instructor recommends to take the assessment.**