

AGREEMENT

Between

THE BOARD OF SCHOOL TRUSTEES

of the

SOUTHEAST FOUNTAIN SCHOOL CORPORATION

and

THE SOUTHEAST FOUNTAIN EDUCATION ASSOCIATION

This agreement is entered into this 1st day of July, **2017** by and between the Board of School Trustees of the Southeast Fountain School Corporation, hereinafter called the Board, and the Southeast Fountain Education Association, hereinafter called the Association.

TABLE OF CONTENTS

ARTICLE I	Recognition	3
ARTICLE II	Leaves of Absence	3
ARTICLE III.....	Retirement Pay	8
ARTICLE IV	New Employees and Mentors	8
ARTICLE V	Fringe Benefits	9
ARTICLE VI	Compensation Model	11
ARTICLE VII.....	Grievance Procedure	12
ARTICLE VIII.....	Term of Agreement.....	13
APPENDIX A.....	Salary Schedule.....	15
APPENDIX B	Extra-Curricular	16
APPENDIX C	Grievance Report Forms	20

ARTICLE I
RECOGNITION

A. Association Recognition

The Board recognizes the Southeast Fountain Education Association as the exclusive bargaining representative for all certified contractual employees of said Board for the duration of the Agreement, except the Superintendent, Building Principals, Assistant Principals, Athletic Director, Boys' Varsity Basketball Coach, Boys' Varsity Football Coach, and the Vocational Welding Teacher.

B. School Board Recognition

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations of the Southeast Fountain School Corporation both to the fullest extent authorized by law and limited only by the specific provisions of this Agreement.

ARTICLE II
LEAVES OF ABSENCE

A. Leave Days

Leave days shall be credited annually to certificated employees on the following basis:

1. 13 (thirteen) days for teachers serving the Southeast Fountain School Corporation.
2. Unused days shall accumulate to 182 days for any teacher employed during the 2015-2016 school year; and 120 days for any teacher beginning their employment with the Southeast Fountain School Corporation beginning with the 2013-2014 school year.
3. Should a retiring teacher have more than 182 days accumulated during their last year, they shall be paid accordingly (i.e. 182 plus 13 annual days would equal 195 days)
4. The annual leave (13 days) may be used for any reason, however: a teacher may take no more than 5 (five) days consecutively more than one time during the school year. Should a teacher request more than 3 (three) consecutive days after the first occurrence the request will need administration approval for those days to be granted, AND these days shall not be used for the sole and exclusive purpose of extending Christmas Break or Spring Break or shortening the end of the school year.
5. Any teacher using 5 (five) or less days during the school year shall receive \$225.00 (two hundred twenty five dollars) contributed to their VALIC account.

B. Bereavement or Death Leave

Bereavement leave shall be granted to certificated employees on the following basis:

1. The five (5) teaching days contained within the ten (10) calendar days immediately following the day of death or funeral of a resident of a teacher's household or a teacher's husband, wife, mother, father, sister, brother, grandmother, grandfather, children, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law and step children. These five (5) days shall also apply to the deaths of the immediate family or a resident of the teacher's household. If the days will not be used consecutively, this should be communicated with an administrator.
2. Two (2) teaching days contained in the five (5) days immediately following the death or funeral of a teacher's aunt, uncle, brother-in-law, sister-in-law, nephew, niece, grandmother-in-law, or grandfather-in-law.
3. One (1) teaching day contained in the five (5) days immediately following the death or funeral of a member of a teacher's family not listed above. This one (1) day shall also apply to the deaths of family members not listed above who are residents of the teacher's household.
4. No more than five (5) days of the teacher's annual leave may be used to extend the bereavement leave following the day of death for those named in Item 1.

C. Pregnancy/Adoption Leave

An employee who is pregnant shall be entitled upon request to a leave of absence to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her.

1. Said employee shall notify the superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice, either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.

D. Adoptive Leave

Adoptive leave shall be granted up to a period of one (1) school year. Upon initial application for the adoption, the employee shall notify the Superintendent of his/her intent. The period of leave shall commence when the child is physically turned over to the parent. Notice of intent to return to work shall be the same as for a pregnancy leave. The employee who returns from this leave shall have all rights and benefits restored that are typical for employees of similar service and status.

E. Jury Duty Leave

When assigned, a teacher may serve on jury duty. The Board shall pay the teacher his full salary provided that such teacher returns to the Board all pay received for serving on jury duty.

F. Staff Development Leave

Certificated employees may be granted up to two (2) days with pay for the purpose of visiting other schools or attending other meetings that have a direct relationship to the employee's teaching assignment and/or extra-curricular duties. Attendance at said meetings must have prior approval of the Superintendent.

G. Summer Employment

Teachers on summer employment shall be eligible for leave on the same basis as during the regular school year. Summer school wages (except Driver's Training) shall be paid at \$25 (twenty five) dollars per hour. Teachers shall receive paid preparation time at a ratio of one-half (1/2) hour for every two (2) hours of instructional time worked. Driver's Education teachers will be paid according to appendix B. Summer school teachers shall receive one (1) additional leave day per assignment. Teachers who teach Driver's Education and any additional summer school assignment shall be entitled to two (2) additional leave days. Any unused days will count toward their normal accumulation.

H. Paternity Leave

Male teachers shall be granted up to but no more than five (5) days for the purpose of paternity leave without loss of pay. These days need not be taken consecutively.

I. Legislative Leave

The Association President shall be granted two (2) days of paid leave to visit the Legislature regarding education related legislation. Other SEFEA members, not to exceed two (2), who are designated by the President of SEFEA shall be granted a total of two (2) paid leave days collectively to visit the Legislature regarding education.

J. Injury Leave

A certified employee injured in the course of performing his/her duties shall not have any resulting absence deducted from their annual or accumulated sick leave if said absences meet the following criteria:

1. Determination of an employment related injury shall be consistent with the Workman's Compensation statutes as defined by Indiana Code.
2. An employee shall be entitled to this benefit if said employee also *qualifies* for Worker's Compensation.

Salary compensation to such employee shall be unchanged. Should the employee collect salary benefits under the Workman's Compensation Act, that benefit will be payable to the Corporation.

K. Other Leaves

Upon request, a certified employee with at least five (5) years of service with the Southeast Fountain School Corporation, shall be granted a one (1) year unpaid leave. This leave may be used, but not limited to, the pursuit of higher education, extended family illness leave, educational travel, holding an ISTA office or pursuing Association business, etc. During this time the employee is entitled to continue his/her benefits - at his/her own expense. This

leave shall be granted for one time only, unless otherwise extended by the Board at the employee's request. He/she will notify the Superintendent in writing on or before April 1 of the year during the leave regarding his/her intentions.

L. Sick Leave Bank

A voluntary sick leave bank shall be established whereby a certificated school employee, teacher, or administrator, who is absent from assigned duties due to personal illness and who has utilized all sick leave, personal leave, and all other paid leave benefits of whatever nature may petition a committee, as established herein, for sick leave days from the bank under the following conditions:

1. The number of accumulated days in the bank shall not exceed two hundred twenty (220) days, provided, however, that:
 - a. a veteran teacher who is not a current member of the bank may become a member by contributing one (1) sick leave day to the bank not earlier than August 1st nor later than September 15th of any school year, and
 - b. a certified employee who is newly hired in this School Corporation shall have fifteen (15) days from the date of initial duty assignment, or until September 15th of any school year, whichever is later, during which time such employee may choose to participate in the bank by contributing one (1) sick leave day, even though such contribution by such veteran or newly hired employee would cause an accumulation of days in excess of the maximum specified herein.
2. Participation is governed by the rules and regulations set forth in this agreement and/or developed by the sick leave bank committee.
3. Said certified employee may be granted days from the bank under the following conditions:
 - a. The employee must have chosen to become a current member of and participate in such bank by contributing one (1) sick leave day to the bank not earlier than August 1st nor later than September 15th each year, and such day contributed shall be non-returnable to the employee. However, in the event that the number of accumulated days in the bank at the beginning of a school year is of sufficient number that a contribution of one (1) sick leave day by all teachers who are current members of the bank would cause the maximum number of days specified hereinabove in Paragraph one (1) to be exceeded, the current year's contribution by all such current members shall be suspended. If the bank is depleted during the school year, the current year's contribution shall be assessed at the time of such depletion.
 - b. The certified employee must have utilized and exhausted all paid leave benefits of whatever nature, including said employee's own accumulated sick leave and personal leave.
 - c. Written certification will be provided from said teacher's physician substantiating the illness and certifying that the absence will continue during a period of at least ten (10) consecutive days following the utilization and exhaustion of all said paid leave benefits as provided herein.
 - d. Written application must be made no later than ten (10) days after exhaustion of said paid leave benefits; and

- e. The employee must have been absent for at least ten (10) consecutive duty days after exhaustion of said paid leave benefits.
- 4. A five (5) member sick leave bank committee shall be established to receive written requests and allot days from the bank according to the provisions herein, under guidelines established by the committee. The committee shall be composed of three (3) persons appointed by the Association and two (2) persons appointed by the Superintendent. The committee shall be limited to a total allotment of two hundred twenty (220) days per year.
- 5. Any days granted by the committee to an individual shall terminate effective the earliest day as hereinafter provided:
 - a. The day after the last day of the term of employment for the school year, or
 - b. The day after the last day of allotted number of days granted by the committee, or
 - c. The first day of return to employment subsequent to the granting of days by the committee.
- 6. Sick leave bank members that are granted days shall pay them back at two (2) per year. Teachers retiring before the days are repaid shall have the balance owed waived. Teachers who resign before the days are repaid shall have the days deducted from their sick leave accumulation. Any balance shall be waived. Sick leave bank users may pay back more than two (2) days per year as per rules set by the Sick Leave Bank Committee.
- 7. Sick leave days shall be available for sick leave bank members for a person they are responsible for in their immediate family. This is subject to the provisions of the Agreement and the Sick Leave Bank policies.

ARTICLE III

RETIREMENT PAY

A. Eligibility

A teacher retiring from teaching in Indiana who has served the Southeast Fountain School Corporation or its component corporation for at least ten (10) years, has reached the age of fifty-five, and qualifies for retirement benefits through ISTRF, shall be eligible for additional compensations on the following basis:

Eighty dollars (\$80) for each day of accumulated unused sick leave credited to the teacher at the end of the last year of service.

B. Retirement Buy-Out

1. A retirement buy-out was negotiated on Dec. 8, 2005. 50% of the school employee's retirement benefits were deposited into a 401a plan account for the applicable employee (school employees currently employed by Southeast Fountain School Corporation prior to January 1, 2002 but who have not retired as of December 31, 2005.) 50% of the employee benefit was deposited into a voluntary employee benefit account (VEBA). Each of the accounts shall vest upon the occurrence of all (a), (b), and (c). of this paragraph as follows:

- a. A teacher must have completed service to the Southeast Fountain School Corporation as a certified employee on a full-time basis for at least ten (10) years. If a teacher leaves SEFSC before serving 10 years the retirement benefit will revert back to the corporation fund.
 - b. Attainment of age fifty-five and qualifies for retirement benefits through ISTRF.
 - c. The receipt by Superintendent of a written letter of resignation no later than May 1st that he or she is retiring at the end of the following school year.
2. a. The school employee's retirement benefit was calculated based on a retirement age of 60 years as of December 31, 2005.
- b. The school employee's retirement benefit was calculated based on the premise that the benefit will accrue at the rate of 4.25% for the first two years and the rate of 7% thereafter.
- c. The school employee's benefit was reduced by the amount the corporation has paid into the current 401a plan and then by .0765 (Social Security percentage).

2. Future collective bargaining agreements will not contain provisions regarding retirement benefits except for Section III, A.

ARTICLE IV

NEW EMPLOYEES AND MENTORS

A. New Teachers

New teachers to Southeast Fountain School Corporation, and their mentors, shall receive a per diem of fifty dollars (\$50.00) per day for each superintendent-approved day worked before the official school year begins. The Board shall determine the calendar and how these days are used after discussion with the SEFEA pursuant to I.C. 20-7.5-1-5.

ARTICLE V

FRINGE BENEFITS

A. Health Insurance

The Board shall provide for certificated personnel a health insurance plan for a twelve (12) month period, which provides full service individual and/or family type medical and hospitalization including surgical and major medical provisions. Only those employees who have completed necessary enrollment procedures by August 31st of each school year are eligible for the application of Board funds for the payment of premiums for said health insurance. Once an employee has been enrolled on said health insurance program, enrollment shall be deemed to be continuous until written notification is provided to the Superintendent of Schools or cancellation.

1. The Board shall contribute as follows:

Single plan	\$500 per month
Family plan	\$800 per month
Employee + Spouse	\$800 per month
Employee + Children	\$800 per month

2. For the 2017-2018 school-year, those using an HDHP Plan shall receive a \$750.00 deposit into their Health Savings Account no later than February 1, 2018.
3. For the 2017-2018 school year, those using a PPO Plan shall receive a \$750.00 stipend no later than November 30, 2017.
4. Those employees electing to not participate in the school health insurance will also receive the \$750.00 stipend no later than November 30, 2017.

B. Term Life Insurance

The Board shall provide each teacher a fifty thousand (\$50,000) dollar term life insurance policy. The Board shall pay the total premium minus one dollar (\$1.00) for each teacher.

C. 403(b) Matching Annuity Plan

A 403(b) Matching Annuity plan will be offered to all certified employees beginning January 1, 1996. This plan will be managed by VALIC.

Certified employees with eighteen plus (18+) years of teaching will have an additional two hundred dollars (\$200) contributed to their 403b plans by the Corporation annually.

The existing 403(b) plan managed by VALIC currently is comprised of 3 parts. The portion the corporation contributes and controls with no loans and withdrawals, the portion the employee matches with no loans and withdrawals, and the portion the employee voluntarily contributes allowing loans and withdrawals. The Board agrees to allow all three funds to be

lumped together in one fund and to give that fund over to the employee to control at his/her discretion.

C. 401(a) Plan

The board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the 401(a) Plan) for all certified employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certified employees. The 401(a) Plan contributions will commence with the signing of the 2002 Master Contract and continue each year thereafter. The contribution that will be made to the 401(a) Plan by the Board will be \$508 annually with an additional \$200 contributed for certified employees with eighteen plus (18+) years of teaching as listed on the corporation seniority list.

For those certified employees who participate in the 401(a) Plan, the current Retirement Pay Plan will remain in effect until such earlier time as a certified employee receives a greater return from the value (the Board's contribution or the Board's contribution plus accrued earnings whichever is greater) of the new 401(a) Plan than he or she would receive under the Retirement and Early Retirement Plan. The contributions plus accrued earnings to the 401(a) Plan by the Board will be counted as an offset to the amount that the certified employee would have received had he or she retired under the current Retirement and Early Retirement Plan. All new employees as of January 2002 will not be eligible for the severance and early retirement options prior to the 401(a) Plan. For certified employees hired after the signing of this contract, the 401(a) Plan will replace the current Retirement and Early Retirement Pay Plan found in Article III of this contract.

All current certified employees with 3 years of service or more will be fully vested in the 401(a) Plan. All new certified employees will become fully vested in the 401(a) Plan upon completion of five (5) years of service with the school corporation.

The 401(a) Plan shall be administered by VALIC and 1) be subject to all applicable Internal Revenue regulations; 2) have no contract initiation fees charged to the employee; 3) have no administrative or Plan document charges to the Board. The Board contributions will be paid to the plan no later than December 31st each year.

D. INPRS

The Corporation will pay the 3% employee contribution to the Indiana Public Retirement System for all certified employees hired prior to July 1996. The Corporation will pay the 10% employee contribution to the Indiana State Teachers Retirement Fund for all certified employees hired after July 1996.

E. LTD

The Corporation shall continue to provide at its own expense a Long Term Disability Plan for all teachers. When the carrier for such a plan is to be changed, it will first be discussed with the SEFEA.

F. Athletic Passes

All certified employees will be provided with an all activity pass permitting that person to attend SEF school sponsored activities at no charge.

ARTICLE VI

COMPENSATION PLAN

1. Salary Range

The salary range for the 2017-2018 school-year is: \$34,000 - \$60,500.

2. Transition Year Salary Schedule

2017-2018 is a transition year because the parties have agreed to create a compensation plan that has equal differentials within the salary schedule. In order to be moved from the 2016-2017 salary to the 2017-2018 salary a teacher must have received a Effective/Highly Effective rating from the 2016-2017 school year and said teacher must have been employed by Southeast Fountain during the 2016-2017 school year. Furthermore, eligibility to be placed on the Southeast Fountain 2017-2018 salary schedule is also determined through the following factors: (1) eighty percent (80%) of the salary increase is attributable to the teacher receiving an evaluation of “highly effective” or “effective” for the prior school year (and anyone else who qualifies for a raise under I.C. 20-28-9-1.5) and (2) twenty percent (20%) of the salary increase is attributable to experience, in that the teacher must be under contract for at least 120 days during the prior school year (or what a year of service equates according to INPRS).

The teacher’s initial placement on the Southeast Fountain Salary Schedule for the 2017-2018 school year will be the salary nearest to, but not less than, the teacher’s 2016-2017 salary.

Following the 2017-2018 school year, eligibility for progression down the Southeast Fountain Salary Schedule is determined through the following factors: (1) eighty percent (80%) of the salary increase is attributable to the teacher receiving an evaluation of “highly effective” or “effective” for the prior school year (and anyone else who qualifies for a raise under I.C. 20-28-9-1.5) and (2) twenty percent (20%) of the salary increase is attributable to experience, in that the teacher must be under contract for at least 120 days during the prior school year (or what a year of service equates according to INPRS).

For movement from BS to MS, in addition to satisfying the two above factors, a teacher must (3) provide the Superintendent with proof prior to the start of the school year with notice that the teacher has obtained a content area master’s degree.

For movement from MS to Academic Needs, the teacher must satisfy the above three factors and (4) accumulate at least one (1) Academic Needs point for each year employed

with the School Corporation. “Academic needs” is defined as completing any of the following listed in Appendix D, for which one point is respectively assigned.

New Teachers shall be placed according to Article VII.

Returning teachers in the Bachelors column are grandfathered in with the number of Academic Needs that equal the row the teacher is on.. If you are in the Master’s column you are grandfathered in with a number of academic needs that equals the row you are on plus 1. (For example Bachelor’s row “A” teacher would be grandfathered in with (1) one Academic Need. A teacher in Master’s row “G” would be grandfathered in with (8) eight Academic Needs.

3. General Eligibility:

- a. To be eligible to receive a base salary increase, a teacher must meet the eligibility requirements for the factors in Section 4 below.
- b. Except as provided in number 3(c) below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
- c. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary on ineffective is eligible for a salary increase.

4. Factors and Definitions

Following the 2017-2018 school year, eligibility for progression down the Southeast Fountain Salary Schedule is determined through the following factors: (1) eighty percent (80%) of the salary increase is attributable to the teacher receiving an evaluation of “highly effective” or “effective” for the prior school year (and anyone else who qualifies for a raise under I.C. 20-28-9-1.5) and (2) twenty percent (20%) of the salary increase is attributable to experience, in that the teacher must be under contract for at least 120 days during the prior school year (or what a year of service equates according to INPRS).

For movement from BS to MS, in addition to satisfying the two above factors, a teacher must (3) provide the Superintendent with proof prior to the start of the school year with notice that the teacher has obtained a content area master’s degree.

For movement from MS to Academic Needs, the teacher must satisfy the above three factors and (4) accumulate at least one (1) Academic Needs point for each year employed with the School Corporation. “Academic needs” are defined as completing any of the following listed in Appendix D for which one point is respectively assigned.

- a. Evaluation rating – The teacher did not receive an ineffective or improvement necessary evaluation for the prior year, except that a teacher who is in the first

two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a base salary increase. Teachers who receive an evaluation rating of Ineffective or Improvement Necessary on their 2017-2018 evaluation will not be eligible for a base salary increase and shall remain at their 2017-2018 base salary.

The Evaluation amount in any column shall be worth \$600.00.

- b. Education – The teacher possesses a Master’s Degree in a content area as defined by the Indiana Department of Education. The Education amount in the Master’s Column shall be worth \$300.00.
- c. Academic Needs—The teacher obtained the Academic Needs requirements listed in Appendix D. The Academic Needs amount shall be worth \$400.00
- d. Years of Experience--- The teacher has earned an additional year of experience as defined by INPRS. The teacher shall receive an amount of \$200.00 moving into the Academic Needs Column.

5. Weights to be Assigned to Factors

- a. Evaluation Rating – \$600
- b. Education - \$300
- c. Academic Needs - \$400
- d. Years of Experience - \$200 (for the Academic Needs Column only).

6. Distribution and Movement

- a. Teacher in Bachelor’s Column – A teacher in the Bachelor’s column who satisfies the evaluation rating factor but does not possess a content area Master’s Degree as defined in 4 above will advance one row in the Bachelor’s column.
- b. Teacher in the Master’s Column – A teacher in the Master’s column who satisfies the evaluation rating factor but does not satisfy the Academic Needs factor listed in Appendix D will advance one row in the Master’s column.
- c. Teacher in Academic Needs Column – A teacher in the Academic Needs column who satisfies the evaluation rating factor AND has Masters degree as defined by the Indiana Department of Education AND has met the School Corporation’s requirements of Academic Needs will advance a row in the Academic Needs column.
- d. Movement from Bachelor’s Column to Master’s Column – A teacher in the Bachelor’s column satisfies the evaluation rating factor and who attains a Master’s Degree as defined in Section 4 above will move in the same row from the Bachelor’s Column to the Master’s column.

- e. Movement from Master's Column to Academic Needs Column – A teacher in the Master's Column who satisfies the evaluation rating factor as well as the Academic Needs requirements will move in the same row from the Master's Column to the Academic Needs Column. Requirements for Academic Needs are listed in Appendix D.
- f. Placement for the 2017-2018 School Year. 2017-2018 is a transition year because the parties have agreed to create a compensation plan that has equal differentials within the salary schedule and thus has placed all current Southeast Fountain Employees who are eligible for a salary increase under this Collective Bargaining Agreement on the 2017-2018 salary schedule based on the following:
- Teachers on the 2016-17 Bachelor's scale will be placed on the same step in the 2017-18 Bachelor's scale UNLESS the resulting increase is less than \$600. In that case, the teacher will be placed on the first succeeding step that results in an increase of at least \$600 (i.e., A teacher on step A in the 2016-17 Bachelor's column would be placed on step A in the 2017-18 Bachelor's column. The increase is greater than \$600. A teacher on step J in the 2016-17 Bachelor's column would be placed on step M in the 2017-18 Bachelor's column because placement on step J, K, or L would result in an increase of less than \$600. Step M is the first step that provides an increase of at least \$600).
 - Teachers on the 2016-17 Master's scale will be placed on the same step in the 2017-18 Academic Needs scale UNLESS the resulting increase is less than \$700. In that case, the teacher will be placed on the first succeeding step that results in an increase of at least \$700 (i.e., A teacher on step A in the 2016-17 Master's column would be placed on step A in the 2017-18 Academic Needs column. The increase is greater than \$700. A teacher on step Q in the 2016-17 Master's column would be placed on step S in the 2017-18 Academic Needs column because placement on step Q or R would result in an increase of less than \$700. Step S is the first step that provides an increase of at least \$700).

7. **Disqualification**

Except as provided by Indiana Code 20-28-9-1.5(d), a teacher who receives an evaluation rating of Ineffective or Improvement Necessary shall not be eligible to be placed on the 2017-18 salary schedule or otherwise receive a base salary increase and shall continue to receive his or her prior school year salary.

8. Redistribution

Any funds otherwise allocated for teachers who received evaluation ratings of ineffective or improvement necessary will be equally distributed as a stipend among teachers who receive an evaluation rating of effective or highly effective for the same evaluation period.

9. Time of Payment

The Board will pay the base salary increases and redistribution stipends described herein not later than 60 days after all State data that is part of the Southeast Fountain Community School Corporation evaluation rubric is received from the State of Indiana AND evaluations for the preceding school year have been completed. Base salary increases will be applied retroactively to the start of the 2017- 2018 school year.

ARTICLE VII

A. The examples below are for initial placement as a new hire for Southeast Fountain School Corporation only. When using “experience” for initial placement 1 year is equal to:

- a. 120 paid days equals one year for education
- OR
- b. Working one calendar year equals one year for related educational experience

- 1. Any NEW TEACHER without any educational experience shall begin at either STEP A. in the Bachelor’s or STEP A in the Master’s. However, should a new teacher begin their teaching career at Southeast Fountain without **ever obtaining** a teacher’s license or teaching degree, but have a background outside of education that relates to the educational field said teacher is being hired for then placement shall equal “1 step per every 2 years of related experience on the salary schedule”, not to exceed step L in any column AND said candidate would not be eligible for “hard to fill” language in this article. Furthermore should any teacher have educational experience AND THEN have related educational experience said teacher would receive 1-1 for their educational experience in addition to their related experience at 2-1.

For Example: Teacher A works 3 years as a teacher, leaves education, works 4 years in related field and applies to teach at Southeast Fountain. Said teacher would have 3 years of teaching experience PLUS 2 years related experience, thus being placed with 5 years experience.

2. Any “New Teacher” entering Southeast Fountain with previous years of experience according to INPRS will be placed at a step related to a current teacher at Southeast Fountain in which they “mirror” under the following two principles:
 1. That particular teacher’s years of service AND
 2. When possible, that particular teacher’s degree.

Should a new teacher enter Southeast Fountain with previous years experience outside of INPRS, their experience will be treated on a 2-1 basis similar to related experience listed above in A-1 of- this article.

3. “New Teachers” that are defined as “hard to fill” may also qualify for an automatic movement of up to 2 (two) steps on the Southeast Fountain Salary Schedule.
 4. **RETIRED TEACHERS** - Teachers who have retired under the Indiana Teachers Retirement Fund regulations and are hired on either a full-time or part-time basis shall not be placed at a level higher than Level L on the compensation schedule. Retired teachers shall not be eligible for health insurance if they are Medicare eligible.
- B. Pay Option:** A teacher may choose to have the contracted salary paid in twenty (20) installments beginning with the first pay of the school year and continuing for a total of twenty (20) installments. Not more than 10% of the certificated personnel may choose to receive the contracted salary issued in twenty (20) installments. Selection shall be made from the most senior teacher to the least senior teacher. Any teacher electing the twenty (20) pay schedule must notify the Superintendent in writing not less than thirty (30) days preceding the official first teacher day of the school year during which the teacher wishes the twenty (20) pay method.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Definition of Grievance

A claim by one (1) or more teachers or the Association that there has been a violation, misrepresentation, or misapplication of any provision of this Contract; or any rule, order or regulation of the Board; state law or regulation; the individual teacher contract; or the supplemental contract may be processed as a grievance as hereinafter provided.

B. Purpose

The purpose of this grievance procedure is to secure at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting members of the bargaining unit.

C. Step One

In the event that one (1) or more teachers or the Association believes there is a basis for a grievance, he/she or the Association shall first discuss the alleged grievance with the building principal or immediate supervisor, within fifteen (15) days of the time when the grievant should have reasonably known of the alleged violation either personally or accompanied by an Association representative.

D. Step Two

If, after ten (10) days following the informal discussion with the building principal or immediate supervisor, a grievance still exists, the grievant 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/her appointed designee. Within five (5) 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/her disposition of the grievance, in writing, within five (5) days from such meeting and shall furnish a copy thereof to the Association.

E. Step Three

If the Association 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 day of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within seven (7) days, the superintendent or his/her designee shall meet with the Association on the grievance and 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.

F. Step Four

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the Superintendent or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, must hold a hearing on the grievance.

G. Step Five

If this grievance is not resolved to the satisfaction of the aggrieved, the grievance may be submitted to advisory arbitration before an impartial arbitrator. If the aggrieved party, or parties, is/are desirous of carrying a grievance to arbitration, a letter, with a copy to the Superintendent, may be sent to the American Arbitration Association, requesting that they conduct the arbitration proceedings. Both parties agree that the American Arbitration Association shall conduct the arbitration according to its rules.

H. Miscellaneous

1. All meetings and hearings under this procedure shall be private and shall include only such parties in interest and their designated or selected representatives. Said meetings and hearings shall be held at such times as the teacher would not be absent from regularly assigned duties. An Association representative shall be present at each formal step of the grievance procedure.
2. The time limits provided shall be strictly observed but may be extended by a written agreement between the parties. All days referred to are calendar days.
3. No punitive action shall be taken by or against any participant in a grievance proceeding by reason of such participation.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of a participant.
5. The costs of Arbitration shall be shared equally by the parties involved.
6. The Association shall have the right to initiate a grievance at the Superintendent level if the grievance involves more than one teacher or more than one building. However, the Superintendent may remand the grievance back to Level I if, in the superintendent's judgment, the grievance should be initiated at that level.
7. Any new evidence shall be disclosed to the other party at least one (1) calendar week prior to any hearing.

ARTICLE IX

TERM OF AGREEMENT

- A. This Agreement supersedes and cancels all previous agreements whether written or verbal between the Board and the Association as well as any alleged past practices of the Board or the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and agreed to by both parties.
- B. The Association agrees that during the life of this Agreement there shall be no strikes.
- C. The parties acknowledge that during the bargaining which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- D. If any provision of this Agreement is held to be illegal by a court of competent jurisdiction, that provision shall be severed from this Agreement but all other Articles and Sections of this Agreement shall continue in full force and effect.
- E. Upon ratification by both parties, the term of this Agreement will be from Nov. 9, 2017 to June 30, 2018.
- F. When any notice is required to be given either of the parties to this Agreement, to the other party, either shall do so at the following addresses:

If by the Association to the Board, at:

Superintendent
 Southeast Fountain School Corp.
 744 East, U.S. 136
 Veedersburg, IN 47987

If by the Board to the Association, at:

President
 Southeast Fountain Education Assoc.
 Address on File

Accepted by Board on _____

Accepted by Association on _____

 Chief Negotiator

 President

APPENDIX A

2016-17 Steps/Salary		2016-17 Steps/Salary	
A	34000	A	35000
B	34800	B	36000
C	35600	C	37000
D	36400	D	38000
E	37200	E	39000
F	38200	F	40600
G	39000	G	41600
H	39800	H	42600
I	40600	I	43600
J	41400	J	44600
K	42400	K	46600
L	43200	L	47600
M	44000	M	48600
N	44800	N	49600
O	45600	O	50600
P	46600	P	52800
Q	47400	Q	54000
R	48200	R	55200
		S	56400
		T	57600
		U	58800
		V	60500

2017-18 Scale

	BS	MS	AN
A	35000	35900	37500
B	35600	36500	38500
C	36200	37100	39500
D	36800	37700	40500
E	37400	38300	41500
F	38000	38900	42500
G	38600	39500	43500
H	39200	40100	44500
I	39800	40700	45500
J	40400	41300	46500
K	41000	41900	47500
L	41600	42500	48500
M	42200	43100	49500
N	42800	43700	50500
O	43400	44300	51500
P	44000	44900	52500
Q	44600	45500	53500
R	45200	46100	54500
S	45800	46700	55500
T	46400	47300	56500
U	47000	47900	57500
V	47600	48500	58500
W	48200	49100	59500
X			60500
Y			61500

APPENDIX B

Extra-Curricular Schedule

Extra-curricular positions and stipends are to be negotiated annually. All positions and associated stipends become effective on the first teacher contract day of the current school year. No other changes to the extra-curricular schedule will be made without prior mutual agreement between the SEFEA and the Corporation.

With the exception of salary, all numbers are for informational purposes only.

ACTIVITY	AMOUNT
<u>FALL SPORTS</u>	
VARSITY FOOTBALL	6615
VARSITY JV/ASST FOOTBALL (3)	2725
	2725
	2725
JR HIGH FOOTBALL (3)	1622
	1622
	1622
VARSITY GIRLS GOLF	1853
VARSITY BOYS TENNIS	2783
ASST BOYS TENNIS	1680
JR HIGH TENNIS	750
VARSITY VOLLEYBALL	3476
ASST VOLLEYBALL	1969
JR HIGH VOLLEYBALL (2) 8 th	1391
7 th	1391
CHEERLEADER SPONSOR – High School	1260
CHEERLEADER SPONSOR – Jr. High	945
VARSITY CROSS COUNTRY (B & G)	2725
JR HIGH CROSS COUNTRY	300
<u>WINTER SPORTS</u>	
VARSITY BOYS BASKETBALL	5775
JV/ASST BOYS BASKETBALL	2725
FRESHMAN BOYS BASKETBALL	2200
SUMMER BASKETBALL/CAMP-BOYS	
8 TH GRADE BOYS BASKETBALL	1738
7 TH GRADE BOYS BASKETBALL	1738
6 th GRADE BOYS BASKETBALL	1045

5 th GRADE BOYS BASKETBALL	872
VARSITY GIRLS BASKETBALL	5775
JV/ASST GIRLS BASKETBALL	2725
FRESHMAN GIRLS BASKETBALL	2200
8 TH GRADE GIRLS BASKETBALL	1738
7 TH GRADE GIRLS BASKETBALL	1738
6 TH GRADE GIRLS BASKETBALL	1045
5 TH GRADE GIRLS BASKETBALL	872
VARSITY SWIMMING	4694
ASST SWIMMING BOYS	1680
ASST SWIMMING GIRLS	1680
JR HIGH SWIMMING	1160
JR HIGH ASST SWIMMING	929
VARSITY WRESTLING	3476
ASST WRESTLING	2084
JR HIGH WRESTLING (2)	1334
	1334

SPRING SPORTS

VARSITY BASEBALL	3476
JV/ASST BASEBALL	2032
JR HIGH BASEBALL	750
VARSITY BOYS GOLF	1853
VARSITY SOFTBALL	3476
JV/ASST SOFTBALL	2032
JR HIGH SOFTBALL	750
VARSITY GIRLS TENNIS	2783
ASST GIRLS TENNIS	1680
VARSITY BOYS/GIRLS TRACK	3533
ASSISTANT BOYS/GIRLS TRACK (2)	1796
	1796
JR HIGH BOYS TRACK	1218
JR HIGH GIRLS TRACK	1218
5TH & 6TH GRADE VOLLEYBALL	814
WEIGHT ROOM SUPERVISOR	630

SUMMER CAMPS

SUMMER BAND 2013	1853
SUPERVISED AG EXPERIENCE	
***\$185/Student up to \$3700	
SUMMER BASEBALL 2015	735
SUMMER BOYS BASKETBALL 2015	735

SUMMER GIRLS BASKETBALL 2015	735
SUMMER VOLLEYBALL 2015	735
SUMMER WRESTLING 2015	735
OFF SEASON FOOTBALL DUTIES	735
SUMMER SWIM TEAM (FAST)	735
<u>ACTIVITY SPONSOR ROSTER</u>	
ACADEMIC SUPER BOWL COORD - HS/JH	630
HS MATH COACH	420
HS SCIENCE COACH	420
HS SOCIAL STUDIES COACH	420
HS ENGLISH COACH	420
HS FINE ARTS COACH	420
SCIENCE OLYMPIAD	420
JR HI MATH COACH	420
JR HI SCIENCE COACH	420
JR HI SOCIAL STUDIES COACH	420
JR HI ENGLISH COACH	420
ART CLUB	263
BAND DIRECTOR	2483
CHOIR DIRECTOR	1200
(CHESS CLUB SPONSOR)	263
DRAMA DIRECTOR	1313
ASST. DRAMA DIRECTOR	1050
DRIVER ED COORDINATOR	525
EXCHANGE COORDINATOR	525
FCA	263
FFA SPONSOR	1050
JR HIGH FFA SPONSOR	630
GUIDANCE DIRECTOR	1575
NATIONAL HONOR SOCIETY - Sr. High	263
NATIONAL HONOR SOCIETY - Jr. High	263
MASS MEDIA CLUB	263
MUSTANG MENTORS SPONSOR	263
SPANISH CLUB	263
SPELLING TEAM - HIGH SCHOOL	420
SPELLING TEAM - JR HIGH	420
HS STUDENT COUNCIL (2)	1050
JR HIGH STUDENT COUNCIL (2)	315
	315
SUNBEAMS - Jr. High	263
SUNSHINE SOCIETY - HS	263
DANCE TEAM	1260
	263

YEARBOOK SPONSOR (After School)	1628
SENIOR CLASS SPONSOR (3)	263
	263
	263
JUNIOR CLASS SPONSOR	1260
JUNIOR CLASS CO-SPONSOR	945
JUNIOR CLASS CONCESSIONAIRE (2)	945
	945
SOPHOMORE CLASS SPONSOR (2)	158
	158
FRESHMAN CLASS SPONSOR (2)	158
	158
8TH GRADE CLASS SPONSOR	0
7TH GRADE CLASS SPONSOR	0
<u>MISC EXTRA-CURRICULAR POSITIONS</u>	
ANNOUNCER - FOOTBALL	158
ANNOUNCER - BOYS BASKETBALL	315
ANNOUNCER - GIRLS BASKETBALL	315
ASST ATHLETIC DIRECTOR	1853
COMPUTER COORDINATOR	
Before and After School	1103
TIMER - FOOTBALL	263
TIMER - BASKETBALL	420
<u>DEPARTMENT CHAIRPERSONS (12)</u>	
AG	263
BUSINESS	263
ENGLISH	263
FINE ARTS	263
HOME ECONOMICS	263
FOREIGN LANGUAGE	263
MATH	263
PHYSICAL EDUCATION/HEALTH	263
SCIENCE	263
SOCIAL STUDIES	263
SPECIAL EDUCATION	263
DEPT CHAIR (Textbook Adoption - HS)	263
DEPT CHAIR (Textbook Adoption - EL)	263
P.L. 221 CHAIRMAN - HIGH SCHOOL	525
	525
P.L. 221 CHAIRMAN - ELEMENTARY	1050
HIGH ABILITY COORDINATOR	1575

PLC (2 per bldg - \$525 ea)	525
	525
	525
	525

Driver's Ed Instructor
\$245 per student enrolled

Corporation Test Coordinator	600
	600
	600
	600

ELEMENTARY EXTRA-CURRICULAR

ART CLUB - Elem	263
CHEERLEADER SPONSOR	525
ELEMENTARY MATH BOWL (2)	420
ELEM STUDENT COUNCIL	525
SCIENCE CLUB - Elem	263
SPELLING TEAM - ELEMENTARY (2)	420
ROBOTICS	263

GRADE LEVEL CHAIRPERSONS (8)

KINDERGARTEN	263
1ST GRADE	263
2ND GRADE	263
3RD GRADE	263
4TH GRADE	263
5TH GRADE	263
6TH GRADE	263
SPEC. AREA	263

Friday School – HS
After School – Elem
(\$25 per hour)

APPENDIX C

GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

STEP I

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance:

C. Relief Sought:

Signature

Date

D. Disposition by Principal:

Signature

Date

E. Position of Grievant and/or Association:

Signature

Date

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee:

Signature

Date

C. Position of Grievant and/or Association:

Signature

Date

STEP III

A. Date Received by Board of Education or Designee: _____

B. Disposition by Board or Designee:

Signature

Date

C. Position of Grievant and/or Association:

Signature

Date

STEP IV

A. Date Submitted to Arbitration: _____

B. Disposition & Award of Arbitrator:

Signature

Date

APPENDIX D

ACADEMIC NEEDS

Teachers are required to earn Academic Needs points every year. Academic Needs points will accrue each year. A teacher shall be paid for their Academic Needs points once they have earned a Master's Degree and obtained/accrued enough Academic Needs points to move to the Academic Needs Column.

Here are some examples of Academic Needs options :

Academic Needs of Students Criteria

1. Earn English Language Learner endorsement
2. Earn a High-Ability endorsement
3. Earn a teaching certificate in an area of Exceptional Learners
4. Teach a subject/course associated with the State Accountability system i.e. ISTEP+. HS Algebra I, English 10, Advanced Placement, Dual Credit
5. Teach a subject with a state required assessment i.e. IREAD-3, Biology, Grade 4 Science, Grade 5 Social Studies, Grade 6 Science, Grade 7 Social Studies

Participates in In-service/Curriculum Mapping throughout the year

Attends voluntary professional development opportunities outside board approved contract time, or during board approved contract day not utilizing a professional day and teacher paying expenses, totaling 9 hours of time (travel time shall factor into the calculation of 9 hours when traveling outside of school corporation).

Serves as a mentor for a new teacher

Serves as an Intersession or Summer School Teacher

Is recognized and/or holds a leadership position in the current contract year by a state or national organization (i.e. IDOE, U.S. Department of Education, National Council of Teachers of Mathematics or other curriculum organizations, ASCD, Colleges or Universities, National Board for Professional Teaching Standards, Milken Institute)

Participates as a coach/activity sponsor

Voluntarily supervises students outside of the regular contract day for a minimum of 12 hours

Supervises a student teacher

Volunteers for tutoring/study sessions outside the student day for a minimum of 12 hours

Earns 12 PGP points that are not used for license renewal

Serves on a building-level/corporation created committee

Any other needs that both the Administration and Association agree to during the length of this contract