

**TENTATIVE AGREEMENT  
10-25-21**

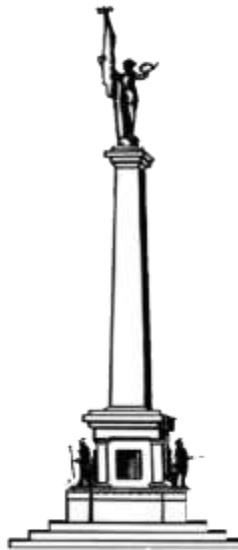
# **Tentative MASTER CONTRACT**

between the

**Metropolitan School District of Steuben County  
Board of School Trustees**

**&**

**Angola Classroom  
Teachers Association**



**Terms of Agreement**

**January 1, 2022 to December 31, 2023**

ACTA Ratified: ~~October 5, 2020~~ Board Approved: ~~November 5, 2020~~

**Public Hearing September 8, 2021**

**Tentative Agreement October 4, 2021**

<b><u>Page Number</u></b>	<b><u>Article Number</u></b>	<b><u>Description</u></b>
Page 1	ARTICLE I	Recognition
Page 1	ARTICLE II	Definitions
Page 2-4	ARTICLE III	Short Term Leaves
Page 4 - 5	ARTICLE IV	Teacher Disability
Page 5	ARTICLE V	Teacher Compensation
Page 6	ARTICLE VI	Extra Duty Pay
Page 6	ARTICLE VII	Section 401(a) / Section 403(b) Annuity Plan
Page 7-8	ARTICLE VIII	Insurance / Criminal History Background Checks
Page 9	ARTICLE IX	Statement of Agreement
Page 10-11	APPENDIX A	2004 Retirement Buyout
Page 12-14	APPENDIX B	Grievance Procedure
Page 15-16	APPENDIX C	Job Sharing
Page 17-20	APPENDIX D	Teacher Compensation System <b>Two Year Salary Schedule</b>
Page 21	APPENDIX E	School Year Compensation <b>2021-22</b> <b>2022-23</b>

This Master Contract is entered into, by and between the Metropolitan School District of Steuben County, hereinafter called the "Board" and the Angola Classroom Teachers Association, hereinafter called the "Association."

This contract supersedes and cancels all previous agreements whether verbal or written between the Board and the Association.

The Board and the Association agrees that the School District will comply with all Federal and State laws that are applicable to Indiana Public Schools.

## **ARTICLE I. RECOGNITION**

The Board hereby recognizes the Angola Classroom Teachers Association as the exclusive representative of all teachers in the School Corporation.

## **ARTICLE II. DEFINITIONS**

**Section 1:** The term "teacher," when used in this Master Contract shall refer to all certificated personnel **on a Regular Teacher Contract who is not also on a regular administrator contract. This should include all 1.0 FTE certificated employees whose primary responsibility is the instruction of students as referenced in IC 20-18-2-22** employed by the Board except the Superintendent, Associate Superintendent, Assistant Superintendent, Curriculum Director, Technology Director, Technology Coordinator, Administrative Assistants, Principals, Assistant Principals, Athletic Director, and Guidance Director **and any other certificated personnel that spend less than a majority of their day working directly with students.**

**Section 2:** The terms "Board" and "Association" shall include authorized officers, representatives, and agents.

**Section 3:** The term "School Corporation," when used in this Master Contract shall refer to the Metropolitan School District of Steuben County of the State of Indiana.

**Section 4:** The term "immediate family" when used in this Master Contract, shall refer to father, step father, mother, step mother, brother, step brother, sister, step sister, wife, husband, child, step child, son-in-law, daughter-in-law, foster child, grandparent, step grandparent, grandchild, step grandchild, father-in-law, step father-in-law, mother-in-law, step mother-in-law, brother-in-law, step brother-in-law, sister-in-law, step sister-in-law, step grandparent-in-law, grandparent-in-law, or persons residing in the household for whom the teacher is legally responsible.

**ARTICLE III.  
SHORT TERM LEAVES**

**Section 1 - Annual Leave:** Each teacher shall be entitled to be absent from work for a total of fourteen (14) days in each year without loss of compensation for the following purposes:

- A. personal illness of the certified employee.
- B. illness or quarantine of a member of the certified employee's "immediate" family, as defined in Article II, Section 4 above.
- C. medical or dental appointments.
- D. the transaction of personal business and/or the conduct of personal or civic affairs.

Use of Annual Leave days shall be subject to the following restrictions:

- A. When leave is taken for any of the reasons set forth in item D. above, the teacher shall submit to the building principal a written request for the absence at least three (3) days in advance. This would apply to the initial three (3) days utilized under item D. above. The teacher will subsequently be notified of the approval or disapproval of such leave request based on the availability of qualified substitute teachers.

For additional days beyond the initial three (3) days utilized under item D. above, the teacher shall submit to the Superintendent a written request describing the reason and necessity for the absence, by way of the building principal at least one week prior to such leave. The teacher will subsequently be notified of the approval or disapproval of such leave request.

- B. If the leave is taken on a regular contract day immediately before or after a school vacation, the teacher must provide a written request to the building principal documenting the emergency need for such leave. The teacher will subsequently be notified of the approval or disapproval of such leave request.
- C. A teacher who is absent for five (5) consecutive school days in any school year may be required to produce a medical statement after the fifth (5<sup>th</sup>) day of absence at the discretion of the Superintendent.
- D. Each employee must exhaust all but one day of Annual leave before using any of the employee's accumulated sick leave.
- E. Annual leave days shall be charged in full or half day units.

**Section 2 – Summer School:** Summer school teachers shall be granted a one-half (1/2) day of annual leave for every forty (40) hours of summer school instruction. An annual leave day taken during a four (4) hour summer school instructional day will be charged as a half-day unit. Annual leave days will be added to the annual accumulation at the close of summer school. The total accumulated annual leave days shall be in accordance with Section 3 of this Article.

**Section 3 - Compensation for Unused Annual Leave Days:** Annual leave days granted but unused by the end of the school year shall be permitted to accumulate as “personal illness leave” up to a maximum of one hundred and fifty (150) days, provided, however, that such accumulated leave days may be used only for the illness of the employee. A teacher may, at the discretion of the Superintendent, be required to produce a medical statement documenting the need for such leave. After a teacher accumulates one hundred and fifty (150) personal illness days, the eligible teacher will receive, at the end of the school year, an amount equal to the certified substitute teacher daily rate per day for unused annual leave days in excess of the one hundred and fifty personal illness days.

**Section 4 - Additional Personal Illness Days:** In the event any teacher shall have used his/her allotment of Annual Leave Days in a given year and due to an extended illness has exhausted his/her accumulated personal illness days, the Superintendent may grant a maximum of thirty (30) additional personal illness days to cover school days missed by the teacher.

**Section 5 - Maternity Leave:** All or any portion of a maternity leave taken by a teacher may, at the option of the teacher, be charged to accumulative personal illness leave upon submission of a physician's certification of the pregnancy. If a teacher desires to file a claim against accumulative personal illness leave, she must do so by notifying her building principal.

**Section 6 – Adoption Leave**

A teacher shall, upon request, receive adoption leave without pay, for a period not to exceed one (1) year. The teacher should notify the School Corporation of his/her intent to use this leave as soon as reasonably possible. The leave shall begin on a date mutually agreed upon between the teacher and the School Corporation.

**Section 7 - Bereavement Leave:** In case of death in the immediate family, the teacher will be granted up to five (5) consecutive school days of bereavement leave per occurrence with full pay. A teacher may reserve one of the five consecutive bereavement leave days for immediate family use at a later date in the same contract year to deal with settlement of the estate. During any unusual circumstances where additional bereavement leave is necessary, the employee may make application for additional paid bereavement leave to the Superintendent.

In case of death to a person who does not fall into the category of "immediate family", the teacher will be granted up to one (1) day per occurrence to attend a funeral. The teacher may be granted up to a maximum of two (2) bereavement leave days per year to attend funeral(s) of people who are not considered “immediate family”. Additional days may be granted upon building principal approval.

**Section 8 - Professional Association Leave:** Professional Association Leave with pay shall be granted to the official representative of the Association, as designated by the Association president, to attend to official business to a collective maximum of five (5) school days per calendar year. The school district will be reimbursed for all substitute teacher costs for each day by the Association. Additional days may be granted by the approval of the Superintendent. These days shall not be counted against the teacher's annual leave days nor shall they be considered into the percentage of absences a teacher has in any given contract year.

## **Section 9 - Professional Meetings:**

1. Teachers may be entitled to take up to two (2) days per school year of professional leave with building principal approval. Additional professional development days may be approved by the Superintendent. These days shall not be counted against the teacher's annual leave days nor shall they be considered into the percentage of absences a teacher has in any given contract year.
2. Special Education Teachers: One release day and a substitute teacher for the lead special education teacher will be provided to assist with the paperwork of annual case reviews with building principal approval. These days shall not be counted against the teacher's annual leave days nor shall they be considered into the percentage of absences a teacher has in any given contract year.

**Section 10 - Jury Duty Leave:** When a teacher is absent from work because of jury duty, he/she shall be paid the difference between his/her daily wage and the per diem allowed for jury service.

**Section 11 - Court Leave:** Court leave with pay shall be granted to teachers for the time necessary to testify in court as a witness in a case in which he/she is not personally involved or make appearances in any court proceedings resulting from good faith activities relating to the teacher's employment with the School Corporation. Court leave with pay shall not be granted to teachers to testify in matters filed by the Association against the School Corporation or filed by the School Corporation against the Association. A teacher shall, however, be allowed to use annual leave days to testify in either situation. Association officers may use Association leave days.

## **ARTICLE IV. TEACHER DISABILITY**

Absence due to injury and/or disability as a result of an assault by students or non-students or other on-the-job injuries on school property or off school property when the teacher is on school business shall not be charged against the teacher's sick leave days. The Board shall pay the teacher the difference between his/her regular monthly salary and Workman's Compensation benefits until disability insurance of the corporation takes over. Certified personnel not covered by long term disability insurance will be covered by the above for a period of time not to exceed sixty (60) calendar days.

**ARTICLE V.  
TEACHER COMPENSATION**

**Section 1: New Teacher Hire Salary Ranges**

<u>Years of Effectiveness</u>	<u>Salary Range</u>
0 – 10	\$40,000 - <del>\$50,000</del>
11 – 20	\$43,500 - <del>\$60,000</del>
21+	\$52,500 - \$80,000

New hires will be placed within the New Teacher Hire Salary Range at a level commensurate with the teacher's **verified** years of effective teaching and education. The Superintendent shall have the discretion to place a newly hired teacher anywhere within the established salary ranges based on the academic needs of the district. The Superintendent or his/ her designee will consult with the Association President before making any other variation in the salary placement of a new hire. This variation will not exceed the salary of the highest paid veteran teacher.

**Section 2:** The Board reserves the right to provide individual or group stipend bonuses at any time based on the performance and/or duties of Effective and Highly Effective teachers with the recommendation of the Superintendent. The Superintendent shall have the discretion to increase an eligible teacher's salary by an additional stipend amount from \$500 to \$2500 based on academic needs. Meeting academic needs is defined as the need to attract teachers with specific qualifications, retain teachers with low salaries, and/or retain teachers important to the school corporation. This stipend may be increased to \$5000 for teaching Dual Credit and/or Advance Placement courses.

**Section 3:** Salaries of teachers employed on a supplemental service contract in the summer shall be determined by the Superintendent

**Section 4:** The mandatory payment to the Indiana Public Retirement System (INPRS) as set by the INPRS Board shall be paid by MSD of Steuben County.

**Section 5:** Teachers are responsible for providing current and renewal teaching licenses to the Board. This would include appropriate records as may be required to substantiate professional qualifications and entitlement to compensation. Failure to provide required records or to maintain a current license may result in the voiding of the teacher's employment by the School Corporation and/or denial of compensation. It shall be the responsibility of the teacher to notify the Superintendent prior to August 1<sup>st</sup>, if, through additional training, a change in salary is anticipated in the following school year. Transcripts certifying such a change shall be on file in the Superintendent's office no later than September 30<sup>th</sup>. Adjustments to teacher's pay shall not be retroactive, for whatever cause.

**ARTICLE VI.  
EXTRA DUTY PAY**

**Section 1:** Extra Duty and Extra-Curricular Compensation

Curriculum Writing, Grant Writing, and Student Tutoring. (With prior building principal approval): \$23.00 per hour.

Additional extra duty and extra-curricular positions that are in the best interests of our students may be added by the Superintendent.

Upon approval of the Building Principal or Athletic Director, extra duty compensation will be paid to the contracted individual in two options as follows: (1) a lump sum payment at the end of the season/activity or (2) two equal installments consisting of one payment at mid-season and one payment paid at the end of the season/activity.

**Class Coverage:** In the event of that a teacher is asked to cover for another teacher, it will be the responsibility of both the covering teacher and the building administrator to track that time. When a teacher reaches four (4) or eight (8) hours of extra coverage he/she shall submit to the principal for approval and then to payroll for payment. (Two (2) hours will equal \$25.00) At the end of the school year, the remaining will be paid in two hour increments.

**ARTICLE VII.  
Section 401(a) / Section 403(b) Annuity Plan**

1. Effective with the 2000-2001 school year, all teachers shall have the option of investing in the MSD of Steuben County 403(b) plan up to the maximum allowable under Federal Law.
2. The Board will deposit 2.0% of a teacher's base contract salary into the Section 401(a) account maintained by the Board on behalf of the teacher.
3. Teachers with less than ten (10) years of teaching experience with the School Corporation as of January 1, 2004, and all teachers newly hired or re-hired after July 1, 2001, shall only be eligible for the Section 401(a)/ Section 403(b) Annuity benefit described in this section. All teachers will be fully vested in these plans.
4. The Board shall deposit teacher contributions into an individual account for each teacher enrolled in the 403(b) program chosen by the teacher. Such deposits shall be made in accordance with current practice.

## **ARTICLE VIII. INSURANCE**

**Section 1 – Insurance Coverage:** Insurance coverage begins as stipulated by the School Corporation’s policy. If a teacher new to the system wishes to be covered for the period between his/her initial contract date and the anniversary date of the desired insurance, he/she may do so by paying the premiums for that time period.

**Section 2 - Health Insurance:** All health insurance contributions by MSD of Steuben County are for full-time employees who elect to participate in the school corporation’s health insurance plan. For the 2020-2021 school year, the school corporation will contribute up to \$7,250 toward the premium of a single plan of the teacher’s choice and \$14,500 toward the premium of the family plan of the teacher’s choice in the School Corporation medical plan. Where both spouses of a married couple are employed **full time** by MSD of Steuben County, the school corporation shall pay up to the combined amount of **\$7,250** and family plan contribution toward the premium of the family plan of the employees’ choice in the School Corporation medical plan.

**The added \$7,250 marital contribution will apply only to those teachers employed by the MSD of Steuben County during or prior to the 2021-22 school year, for the duration of their time at MSD as long as both parties remain in full time employment. This benefit will no longer be offered to married employees after January 1, 2022.**

1. Upon retirement, a teacher who will have reached fifty-five (55) years of age on or before the teacher’s retirement date but who will not be eligible for Medicare coverage and who will have completed twenty (20) 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 at the school corporation immediately preceding the retirement date, and who have completed at least fifteen (15) years of participation in the retirement plan of which the teacher is a member on or before the teacher’s retirement date; and who within ninety (90) days after the teacher’s retirement date files a written request with the employer for insurance coverage; may continue on the MSD health, dental, and vision insurance plan of his/her choice. The teacher must pay an amount equal to the total of the employer’s and employee’s premiums for the selected insurance plan for an active employee.

**Section 3 - Dental Insurance:** The Board agrees to provide a group dental insurance plan for all full time certified employees if they chose to participate in the school corporation’s dental insurance plan. The board agrees to pay all but \$1 a year to a maximum of \$264 of the single plan premium or up to \$450 of the family plan premium of the School Corporation dental plan. Where both spouses of a married couple are employed by the School Corporation, the Board agrees to pay all but a dollar a year to a maximum of \$528 of the family dental plan if requested in the School Corporation’s dental insurance plan.

**Section 4 – Vision Insurance:** The Board agrees to provide a group vision insurance plan for all certified employees who elect to participate in the school corporation’s vision insurance plan as long as a plan is available through the Northeast Indiana School Insurance Consortium. The entire premium for the vision insurance plan as offered by the School Corporation is at the teacher’s expense.

**Section 5 - Group Life Insurance:** The Board shall provide Group Life Insurance protection in the amount of \$50,000 that will be paid to the Teacher's designated beneficiary. The group insurance contract will include standard provisions for conversion. The Board agrees to pay all but one cent (\$.01) per month of the monthly premium cost per teacher. Upon retirement a retiree from MSD of Steuben County may elect to continue this coverage until age 65 at their own cost, if this option is available through the insurance company.

**Section 6 - Long Term Disability Insurance:** The Board shall provide sickness and accident Long Term Disability Insurance for each teacher. Benefits shall begin upon termination of a sixty (60) calendar day elimination period and continue at sixty-six and two-thirds percent (66 2/3%) to age sixty-five (65), and should include the following features:

1. Monthly maximum of \$5,000
2. Social Security Freeze
3. Primary and family Social Security Offset
4. 03/06/12 pre-existing exclusion for add-ons
5. Maximum recurrent disability clause of six (6) months

The Board agrees to pay all but one cent (\$.01) per month of the monthly premium cost per teacher.

**Section 7 – Part Time Employee Coverage:** For certified employees hired for less than full time, the Board shall pay a percentage of the insurance premiums equal to the percentage of the time employed at the School Corporation.

**Section 8 – Section 125:** The benefits available to employees by Section 125 of the Revenue Act of 1978 shall be made available to any teacher so requesting. The Board shall select the administrator of this plan; set maximum amounts for salary set asides, and shall pay the administrative fees.

**Section 9 – Benefit Liability:** All liability for the above benefits is with the third party administrator or insurance company. Neither the Angola Classroom Teachers Association nor the Metropolitan School District of Steuben County has any liability for these benefits beyond those provided by the third party administrator or insurance company.

**Section 10 – Long Term Leaves:** Full insurance benefits according to the current Master Contract shall be provided by the School Corporation at the teacher's expense.

**Section 11 – Expanded Criminal History Background Checks:** The school corporation shall reimburse all currently employed teachers who have worked for the school corporation for at least five years or more for the cost of all expanded criminal history checks and expanded child protection index checks that are required by the school corporation per I.C. 20-26-5-10 (f) & (g).

**ARTICLE IX.  
STATEMENT OF AGREEMENT**

**Section 1 - Terms of Master Contract:** The effective date of this contract is **January 1, 2022** through **December 31, 2023**.

**Section 2 - Attestation:** This Master Contract is made and entered into at Angola, Indiana on ~~November 5, 2020~~, by and between the Board of School Trustees of the Metropolitan School District of Steuben County, heretofore referred to as the "Board", and the Angola Classroom Teachers Association, affiliated with the Indiana State Teachers Association and the National Education Association, heretofore referred to as the "Association".

**BOARD OF SCHOOL TRUSTEES OF THE  
METROPOLITAN SCHOOL DISTRICT OF STEUBEN COUNTY**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Vice President

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Assistant Superintendent

**ANGOLA CLASSROOM TEACHERS' ASSOCIATION**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

## APPENDIX A.

### 2004 RETIREMENT BUYOUT

#### **Section 1 - Entitlement to Retirement Severance Benefits, Vesting Requirements:**

Upon retirement from MSD of Steuben County ("School Corporation"), a teacher who was eligible to participate in the 2004 Pension Buyout shall be fully vested in the 401(a) and VEBA retirement benefits covered in this Article if he or she has satisfied the following requirements:

1. The retiring teacher must have been employed by the School Corporation on or before July 1, 2004.
2. Immediately prior to retirement, the teacher must have completed his or her twentieth (20<sup>th</sup>) year of teaching at Metropolitan School District of Steuben County and must have been employed by the Metropolitan School District of Steuben County for at least ten (10) consecutive years at the time of retirement.
3. The retiring teacher must have reached eligibility for full retirement benefits under the Indiana State Teachers Retirement Fund.
4. The retiring teacher must submit a written unconditional and irrevocable letter of resignation to the Superintendent no later than May 1 of the school year in which the teacher wishes to retire. However, in the event a teacher is unable to give the required notice because of an accident, ill health, or for another unforeseen reason, the teacher may petition the Board for the remainder of his/her entitlement under this agreement.
5. The retiring teacher must provide written proof that he or she has applied for and been accepted by the Indiana State Teachers' Retirement Fund and will be officially retired from the teaching profession, as covered by the I.S.T.R.F.
6. Vesting. Until such time that a teacher has retired and satisfied the eligibility requirements set forth in this Article, the teacher shall have no access to the assets held in his or her separate 401(a) Plan account.
7. Forfeiture. If a teacher retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, for any reason, the terminated teacher's 401(a) Plan account shall be forfeited. The forfeited amounts shall not be returned to the School Corporation. Instead, forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) Plan accounts in equal amounts.
8. Distributions. Following retirement and the satisfaction of the requirements set forth in this Article, a retired teacher may elect to commence distributions from his 401(a) Plan account. If a teacher shall die after having satisfied the requirements of this Article, the deceased teacher's 401(a) Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. (At no time may a participant borrow from his 401(a) Plan account.)

9. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the School Corporation funds.
10. Additional Plans. The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan

## **Section 2 - VEBA**

1. Vesting. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
2. Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article for any reason, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then-remaining separate VEBA accounts in an equal amount.
3. Distributions. Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of the employee who had otherwise satisfied the requirements of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. Any amounts not distributed to or for the benefit of the employee, spouse and/or dependents will be forfeited and reallocated among the remaining separate VEBA accounts. (At no time may the VEBA make loans to an employee, his/her spouse, or dependents.)

## APPENDIX B.

### GRIEVANCE PROCEDURE

#### **Section 1 - Definitions:**

1. A "grievance" is an alleged violation or claimed misinterpretation of a specific article or section of the collective bargaining agreement between the MSD Steuben County Board of School Trustees and the Angola Classroom Teachers Association ("Master Contract").
2. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit.
3. The term "day" when used in this procedure shall mean week days (Monday through Friday).

**Section 2 - Grievant and Representation:** An individual teacher, or group of teachers, may present a grievance and may do so through the exclusive representative, if the teacher(s) chooses to involve the exclusive representative, and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance machinery. The adjustment of all grievances shall not be inconsistent with the terms of the Master Contract.

#### **Section 3 - Procedure:**

**Step One:** A grievance may be initiated in one (1) of the following ways:

1. The teacher shall meet with the building principal concerned and discuss the matter in his/her own behalf.
2. The teacher may request that a representative of the Association accompany the teacher and in such case the building principal shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.
3. A grievance must be presented to the building principal within twenty (20) days of the date the grievant knew or should have known of the facts giving rise to the grievance. Failure to timely present the grievance constitutes a waiver of the right to grieve the alleged contract violation or misapplication.

#### **Step Two:**

1. In the event that the grievance is resolved in Step One, the grievant may file a formal grievance in writing with the building principal. The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal, and the school central office.
2. The grievance form shall (1) name the teacher(s) involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this Master Contract alleged to have been violated or misinterpreted, (4) state facts giving rise to grievance, (5) indicate the specific relief requested, and (6) be signed by the teacher(s).

3. The grievance form should be filed as soon as possible, but any grievance not presented in writing in Step Two within ten (10) days following completion of Step One shall be deemed waived and shall not be processed.
4. The teacher may request a meeting with the building principal and the Association representative may accompany the grievant. In such case the building principal shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present. In the event the principal does not meet with the grievant and his/her Association representative, the principal must provide a written response to the grievant within five (5) days after receiving the written grievance. In the event the principal meets with the grievant and his/her Association representative, the principal must provide a written response to the grievant within five (5) days after the meeting date.

### **Step Three:**

1. If the grievance is not resolved in Step Two, the teacher may within five (5) days of receipt of the building principal's answer, appeal to the Superintendent by filing the grievance and the principal's answer along with a written response of the teacher, if desired, attached to the grievance.
2. The Superintendent may, within ten (10) school days of receiving the grievance, hold a meeting to investigate facts, allegations, exhibits, and remedy requested. Within ten (10) school days of such meeting, the Superintendent shall respond and answer the grievance submitted. If no meeting is held at the Superintendent's Step, the Superintendent shall respond within ten (10) school days of the filing at his Step.
3. If the grievant is not satisfied with the Superintendent's answer at Step Three; he/she must file a written appeal to the Board not later than ten (10) days after receiving the Superintendent's answer. The Board level grievance shall be heard in executive session on the day of a regularly scheduled Board meeting if such meeting is to be held within thirty (30) days and appropriate public notice can be given in advance. In the event that such meeting is not held within such timeline, the Board or its designated representative and the Association Representative and the Grievant(s) shall mutually establish a date and time for such hearings within the thirty (30) days. The Board or its designated representatives' written answer shall be transmitted to the grievant and the Association within ten (10) days after the meeting and attached to the grievance. The Board's decision shall be final and binding.

### **Section 4 - Other Provisions Relating to the Grievance Procedure:**

1. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants(s) and are not valid bases for evaluations.
3. Time limits herein may be extended only by mutual agreement, signed by the parties.
4. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teacher were present and working.

5. All steps of the grievance procedure shall be conducted outside of hours students are in attendance, excluding situations mutually agreed upon.
6. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the answer at the previous step.

## APPENDIX C.\*

### JOB SHARING

\* Information in this Appendix C. that is unrelated to salary, wages, and benefits is school policy and is included for informational purposes only.

**Section 1: Philosophy:** The Board of School Trustees of MSD of Steuben County and the Angola Classroom Teachers' Association support job-sharing arrangements that best use personnel resources while insuring the highest quality education for all students.

**Section 2: Definition:** Job sharing shall be defined as two certified teachers sharing one position.

**Section 3: Qualifications:** Job sharing shall be available (but not guaranteed) to existing MSD teachers who desire to work together to fill one full-time teaching position.

- The split of teaching responsibilities should be as close to a 50-50 split as possible with each teacher having daily classroom responsibilities.
- The teachers must prepare a plan of implementation that is approved by both teachers and the building principals.
- If the job-sharing position involves two schools, both principals must approve the plan of implementation.
- Teachers participating in a job share shall be required to attend all scheduled staff meetings and any other meetings that are considered to be reasonable and are within the expectations of a full-time teacher.

**Section 4: Procedure:** The application should be submitted to the superintendent of schools on/before April 1 with the acceptable plan of application. The plan of application should include:

- specific teaching duties
- non-classroom responsibilities
- preparation time
- principal's approval and signature

The superintendent may make a recommendation to the Board of School Trustees. The teachers making the job-share request will be notified on/before May 31 of the final decision.

**Section 5: Compensation:** The salary and benefits of each teacher participating in the job share shall be proportionate to the job responsibility split. However, the job-sharing team shall not receive compensation greater than one full time teaching position.

- The Board shall pay a percentage of the insurance premium equal to the percentage of the time that the job-share teachers are employed.
- The job sharing teacher shall receive a proportionate share of sick, personal and professional leave days as provided to a full-time teacher.
- Employee of the job-sharing team is entitled to all the legal rights of a full-time teacher.

**Section 6: Experience Credit:** Experience (Year of effective teaching) credit earned by teachers participating in a job share shall be granted as stipulated in the Master Contract and in accordance with Indiana law.

**Section 7: Teacher Retirement:** Contributions to Indiana Public Retirement System shall be proportionate to the salary earned.

**Section 8: Term & Conditions:** All job-share assignments shall be for one-school year. Once approved by the Board, the assignment cannot change or terminate except in cases of resignation, termination of employment, or a commencement of a leave of absence. If a job-sharing teacher is unable to fulfill their contract obligation because of one of these stated reasons, the other job-sharing teacher shall return to full-time status for the remainder of the school year.

**Section 9: Renewal:** Renewal of the job share is on an annual basis. Failure to get such renewal will result in termination of the job-share arrangement. If the job-sharing position ends, the teachers involved may apply for any posted teaching vacancy they are qualified for.

## APPENDIX D.

### TEACHER COMPENSATION SYSTEM

#### Section I. Philosophical Framework

The following items reflect the philosophy behind the compensation system described within this document:

- Teachers will be motivated to perform at high levels when the compensation system reflects a reward system for high performance.
- The compensation system should reflect clear incentives for teacher performance in a variety of professional responsibilities.
- The compensation system should adhere to both the letter and intent of the law.
- The compensation system should be fair and equitable.
- Teachers must earn pay increases through hard work and results.
- The compensation system should provide a relatively high degree of predictability for budgeting.
- The compensation system must be cost efficient and work within existing state funding.
- The compensation system must provide incentives to attract and keep great teachers.

#### Section II. Compensation System Description

##### **Year 1 – 2021-2022**

##### **Salary Increase Differential to “Reduce the Gap” Based on Academic Need**

Academic needs of students - Previous contract language addressing years of verified effectiveness for newly hired employees has created a discrepancy in the pay for some veteran employees. These veteran employees are choosing to go to other school districts. In order to retain these valuable employees a formula has been developed. Each employee will have their salary reviewed and adjusted, if necessary, based on the base pay of \$40,000. If the employee falls below the calculation, they will have their base salary increased to the level indicated by years of verified effectiveness. If their current salary is higher than the level indicated by years of effectiveness, there will be no change. This is a continued attempt on the part of the school district to reduce-the-gap. IC 20-28-9-1.5(d)(1) The salary increase is a teacher retention catch up increase. Example: An employee with 7 years' experience will receive \$2170 on their base salary to bring it to the amount of \$44,000. If their current salary is \$43,000, they will have their base salary raised by \$1,000. If their base salary is \$44,000 there will be no change.

- I. Salary Range
  - a. The salary range before increase is \$40,000 to \$74,665, not including TRF contributions
- II. Average and Gap
  - a. The average of the minimum and the average salary is 57,500
  - b. The gap between the minimum and the average salary is 17,500

### III. Base Salary Increases

#### a. General Eligibility

- i. Teachers who are evaluated as *Needs Improvement* or *Ineffective* (bottom two categories in the Board approved evaluation model), or equivalent ratings, are not eligible to receive any salary increase.

#### b. Factors and Definitions

- i. A teacher must have been rated Highly Effective or Effective on the MSD of Steuben County Teacher evaluation in the previous year to be eligible for placement on the schedule.
- ii. Year of experience – The teacher was employed in the corporation for at least 120 days prior to the beginning of the 2021-22 school year.
- iii. Academic Need - The need to retain teachers in the corporation.

#### c. Distribution – Amounts to be added to a teacher’s base salary

- i. All teachers will be placed into the salary schedule at their appropriate row based on verified years of effectiveness.
- ii. A teacher that is less than full time will receive a pro-rated salary increase.
- iii. Each teacher shall be paid in 24 payments.
- iv. The salary goes into effect January 1, 2022, and will be retroactive for the 2022-23 school year.

#### d. Redistribution

- i. Funds reserved for salary increases that would otherwise be paid to teachers rated as ineffective or needs improvement will be redistributed equally on the base salary of teachers rated as effective or highly effective.

#### e. Stipends

- i. Any teacher employed prior to the 2021-22 school year receiving less than a \$1,000 salary increase on the negotiated salary schedule, will receive a one-time stipend of \$1.00-\$1,000. For example: a teacher receives a \$200 on their base salary as part of the “catch up” and will receive a one-time stipend of \$800.

#### f. This contract may be re-opened by either party prior to October 1, 2022.

New minimum and maximum, average, and gap after “reduce the gap” salary increase is implemented.

1. New minimum and new maximum is 40,000 to 75,000
2. The average of the new minimum and maximum teacher salary is \$57,500
3. The gap between the new minimum and average salary is \$17,500.
4. The gap has been reduced by \$175

### **Year Two 2022-23**

#### **Salary Increase Differential to “Reduce the Gap” Based on Academic Need**

Each employee will have their salary reviewed and adjusted, if necessary, based on the base pay of \$40,000. If the employee falls below the calculation, they will have their base salary increased to the level indicated by verified years of effectiveness. If their current salary is higher than the level indicated by verified years of effectiveness, there will be no change. This is a continued attempt on the part of the school district to reduce-the-gap. IC 20-28-9-1.5(d)(1) The salary increase is a teacher retention catch up increase. Example: An employee with 7 years’ effectiveness will receive \$750 on their base salary to bring it to the amount of \$44,750. If their base salary is \$44,000 there will be no change.

- I. Salary Range
  - a. \$40,000 to \$75,250, not including TRF contributions
- II. Average and Gap
  - a. The average of the minimum and the average salary is 57,635
  - b. The gap between the minimum and the average salary is 17,625
- III. Base Salary Increases
  - a. General Eligibility
    - i. Teachers who are evaluated as *Needs Improvement* or *Ineffective* (bottom two categories in the Board approved evaluation model), or equivalent ratings, are not eligible to receive any salary increase.
  - b. Factors and Definitions
    - i. A teacher must have been rated Highly Effective or Effective on the MSD of Steuben County Teacher evaluation in the previous year to be eligible for placement on the schedule.
    - ii. Year of experience – The teacher was employed in the corporation for at least 120 days prior to the beginning of the 2022-23 school year.
    - iii. Academic Need - The need to retain teachers in the corporation.
  - c. Distribution – Amounts to be added to a teacher’s base salary
    - i. All teachers will be placed into the salary schedule at their appropriate row based on verified years of effectiveness.
    - ii. A teacher that is less than full time will receive a pro-rated salary increase
    - iii. Each teacher shall be paid in 24 payments.
    - iv. The salary increase goes into effect in August of 2022 for the 2022-2023 school year.
  - d. Redistribution
    - i. Funds reserved for salary increases that would otherwise be paid to teachers rated as ineffective or needs improvement will be redistributed equally on the base salary of teachers rated as effective or highly effective.

New minimum and maximum, average, and gap after “reduce the gap” salary increase is implemented.

- 1. New minimum and new maximum is 40,000 to 75,250
- 2. The average of the new minimum and maximum teacher salary is \$57,625
- 3. The gap between the new minimum and average salary is \$17,500
- 4. The gap has been reduced by \$125

### **Section III. Teacher Salary Range**

#### Year 1 - 2021-2022

Teacher Salary Range after increases is \$40,000 to 75,000 not including current year increases or TRF contributions.

#### Year 2 - 2022-2023

Teacher Salary Range after increases is \$40,000 to 75,250 not including current year increases or TRF contributions.

2021-2022 & 2022-2023 School Years

Teachers Achieving Effective and Highly Effective Rating

Year	Salary	
0	40,000	40,500
1	41,000	41,500
2	42,000	42,500
3	42,500	43,000
4	43,000	43,500
5	43,500	44,000
6	43,900	44,400
7	44,000	44,750
8	44,500	45,250
9	45,000	45,750
10	45,750	46,650
11	46,250	47,150
12	46,750	48,000
13	47,250	48,250
14	47,750	48,750
15	48,500	49,500
16	49,250	50,250
17	50,000	51,000
18	50,500	51,250
19	51,000	51,750
20	52,000	52,750
21	53,000	53,750
22	54,000	54,750
23	55,000	55,750
24	55,500	56,250
25	56,000	56,750
26	57,500	58,250
27	59,000	59,750
28	60,500	61,250
29	62,000	62,750
30	63,000	63,750
31	64,000	64,750
32	65,000	65,750
33	66,000	66,750
34	67,700	68,200
35	70,000	70,500
36	71,000	71,500
37	72,000	72,259
38	73,000	73,250
39	74,500	74,750
40	75,000	75,250

## APPENDIX E.

### SCHOOL YEAR COMPENSATION

#### I. 2020-2021 School Year

Teachers who receive evaluation ratings of Highly Effective or Effective on the **MSD of Steuben County** teacher evaluation system for the **2021-2022** school year will be eligible for a salary increase and/or stipend for the **2021-2022** school year. Teachers who receive a rating of Improvement Necessary or Ineffective (or equivalent ratings) on **MSD of Steuben County** teacher evaluation system for the **2021-2022** school year will not be eligible for a salary increase and/or stipend for the **2021-2022** school year if the teacher's employment contract is continued with the School Corporation.

#### II. 2022-2023 School Year

Teachers who receive evaluation ratings of Highly Effective or Effective on the **MSD of Steuben County** teacher evaluation system for the **2022-2023** school year will be eligible for a salary increase and/or stipend for the **2022-2023** school year. Teachers who receive a rating of Improvement Necessary or Ineffective (or equivalent ratings) on **MSD of Steuben County** teacher evaluation system for the **2022-2023** school year will not be eligible for a salary increase and/or stipend for the **2022-2023** school year if the teacher's employment contract is continued with the School Corporation.