

COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
THE EVANSVILLE VANDERBURGH SCHOOL CORPORATION  
AND  
THE EVANSVILLE TEACHERS ASSOCIATION

EFFECTIVE  
JULY 1, 2021 THROUGH JUNE 30, 2023

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## AGREEMENT

THIS AGREEMENT is made and entered into at Evansville, Indiana, on November 8, 2021, by and between the Board of School Trustees of the Evansville Vanderburgh School Corporation (herein called "Board"), and the Evansville Teachers Association, an Affiliate of the Indiana State Teachers Association and the National Education Association, (herein called the "Association"). For the purpose of this agreement, "academic year" is defined as July 1 through June 30.

# ARTICLE I

## RECOGNITION

For the term of this Agreement the Board recognizes the Association as the exclusive representative for purposes of bargaining agent with respect to salary, wages, and salary and wage-related fringe benefits and for the purpose of discussion of the subjects of discussion set out in I.C. 20-29-6-4 for its teachers defined in the following paragraph:

The term "teacher" as used in this Agreement shall include all full-time and part-time certified teachers and/or psychologists of the Evansville Vanderburgh School Corporation, Vanderburgh County, Indiana, including, but not limited to, all full-time classroom teachers, teachers on temporary contract, kindergarten teachers, special education teachers, speech pathologists, media specialists, counselors, psychologists, coordinators, remedial reading teachers, data and academic coaches; BUT EXCLUDING the superintendent, associate superintendent, assistant superintendents, executive officers, assistants to the superintendent, directors and assistant directors, supervisors and assistant supervisors, managers and assistant managers, principals, principal interns, specialists, assistant principals, department heads, head coaches with assistants and directors of student activities and athletics.

For the term of this Agreement, the Board agrees not to bargain with any other organization for its employees defined in the above paragraph of this Agreement other than the Association unless and until any such other organization is found to be the exclusive representative with all of the rights, liabilities and duties which attach to an exclusive representative as defined in I.C. 20-29-2-9.

## ARTICLE II

### COMPENSATION

#### **Section 1. Salary Range**

The salary range is \$38,000 to \$75,000. After the increase is awarded, the 2021-2022 and 2022-2023 academic year salary range for full time teachers is \$40,000 to \$80,500. The Board will pay all base salary increases, top of the scale stipends, and redistribution stipends described herein no later than sixty (60) days after evaluations for the preceding academic year have been completed in the system. 2021-2022 base salary increases will be applied retroactively to the start of the academic year and issued as soon as practicable.

#### **Section 2. Compensation Model**

##### Eligibility

In order to be eligible for a base salary increase, a teacher must:

- Be in a paid status for a minimum of one hundred twenty (120) days during the previous academic year;
- Have a completed evaluation for the previous academic year; and,
- Not receive an evaluation rating of Ineffective or Improvement Necessary for the previous academic year, with the exception of those teachers who are eligible under I.C. 20-28-9-1.5(f). Specifically, this eligibility requirement does not apply to a teacher in the first two (2) full school years that the teacher provides instruction to students in elementary school or high school. If a teacher provides instruction to students in elementary school or high school in another state, any full school year or its equivalent in the other state, that time the teacher provides instruction counts toward the two (2) full school years under this subsection.

Teachers who do not meet the above eligibility requirements shall continue to receive their prior academic year base salary.

##### Transition to New Schedules

- A. Each returning teacher who meets the Eligibility criteria set forth above, except for those who are placed according to the academic need factor listed below, shall be placed onto the Career Path Schedules in Appendix A in the column and row that most closely corresponds to, but is not less than, the teacher's 2020-2021 base salary. If no row in the corresponding column is equal to that teacher's 2020-2021 base salary, the teacher shall be placed on the next highest row. Teachers who have notified EVSC of completion of a content area Master's degree between September 2, 2014 and the ratification of this agreement shall be placed in Career Path I before any additional movement. Upon initial placement on the Career Path Schedules in Appendix A, each eligible teacher shall advance according to the "Movement on Career Path Schedule" criteria listed below.

A teacher not eligible for placement on the Career Path Schedules in Appendix A in 2021-2022 will remain at their prior year base salary and may be placed on the schedule in future academic years based on eligibility criteria.

- B. Any salary increase caused by transition to the schedules is based on academic need, which is defined as the importance of retaining teachers in the corporation based on their current salary level.

#### Factors and Definitions

- A. Evaluation - The teacher must receive an evaluation rating of Effective or Highly Effective for the prior academic year. Any teacher receiving an evaluation rating of Ineffective or Improvement Necessary will not be eligible for an increase with the exception of those eligible per I.C. 20-28-9-1.5(f).
- B. Education - The teacher must complete a content area degree (Master's) beyond the requirement for employment. Eligible content areas are those defined by the IDOE.
- C. Academic Need - The academic need is defined as the need to create salary bands to relieve historic salary compression to retain the following teachers and is for reasons other than education and/or experience for teachers. Teachers employed during the 2014-2015 academic year and who remain employed as of the effective date of this contract will be placed on salary bands. Those teachers placed in these salary bands for the 2021-2022 school year based on an academic need will not receive any additional placement or movement. The academic need factor for the teachers impacted will only be applied in the 2021-2022 academic year.

#### Weights to be Assigned to Factors

Evaluation: A teacher who receives an evaluation rating of Highly Effective or Effective in the prior academic year will receive a \$1,500 base salary increase.

Education: A teacher who completes a content area Master's degree prior to the start of the following academic year will receive a \$1,500 base salary increase.

Evaluation 50%/Education 50%

#### Movement on the Career Path Schedules

- A. Career Path I: A teacher in Career Path I who meets the Evaluation factor will advance one (1) row in Career Path I column on the Career Path Schedules in Appendix A.
- B. Career Path II: A teacher in Career Path II who meets the Evaluation factor will advance one (1) row in Career Path II column on the Career Path Schedules in Appendix A.
- C. Movement from Career Path I to Career Path II: A teacher in Career Path I who meets the Education factor prior to the start of the upcoming academic year moves from Career Path I to Career Path II in the same row on the Career Path Schedules in Appendix A. In order to advance in this manner for the 2021-2022 academic year, an eligible teacher must provide notice of eligible content area degree completion to the Office of Human

Resources on or before November 8, 2021. For 2022-2023, notice of eligible content area degree completion must be provided to the Office of Human Resources on or before the first teacher work day of the academic year.

- D. Teachers at Top of Career Paths - A teacher who has reached the top row of Career Path I or Career Path II will not receive an increase to their base salary, but will receive a stipend in an amount equal to the base salary increase received by teachers in their Career Path. Those teachers less than 1.0 FTE at the top step of either Career Path shall receive the stipend prorated to match their current FTE.

Academic Need Bands for those who were employed in 2014-2015 and remain employed  
Teachers in this category are placed at the salary levels below on the indicated Career Path for 2021-2022 with no additional movement.

Career Path I  
(EVSC salary schedule level as of the 2014-2015 academic year)

|                                   | 2021-2022 Salary |
|-----------------------------------|------------------|
| 2014-2015 Bachelor's levels 9-11  | \$50,500         |
| 2014-2015 Bachelor's levels 12-14 | \$52,000         |
| 2014-2015 Bachelor's levels 15-16 | \$55,000         |
| 2014-2015 Bachelor's level 17     | \$58,000         |

Career Path II

|                                 |          |
|---------------------------------|----------|
| 2014-2015 Master's levels 1-3   | \$47,500 |
| 2014-2015 Master's levels 4-5   | \$50,500 |
| 2014-2015 Master's levels 6-7   | \$53,500 |
| 2014-2015 Master's levels 8-10  | \$58,000 |
| 2014-2015 Master's levels 11-12 | \$62,500 |
| 2014-2015 Master's levels 13-14 | \$65,500 |
| 2014-2015 Master's levels 15-16 | \$70,000 |

Redistribution

The redistribution of funds allotted to teachers who were rated Ineffective or Improvement Necessary will be equally distributed to all teachers rated Effective and Highly Effective based on one or more of the factors in I.C. 20-28-9-1.5(b). The redistribution will be a one-time stipend paid at the time base salary increases are awarded.

Additional Content Area Master's Degrees

Teachers who currently receive compensation for the possession of additional Content Area Master's degrees will continue to receive the additional compensation until such time the individual retires or leaves the corporation.

**Section 3. Priority School Retention Stipend**

Additional compensation in the form of a \$1,500 stipend will be provided to teachers in the following Title 1 served schools for the 2021-2022 and 2022-2023 school years contingent upon funding availability in Title I and ESSER III funding.

**Priority Title 1 Served Schools 2021-2023**

|                   |                             |            |
|-------------------|-----------------------------|------------|
| AIS High School   | Dexter                      | Lodge      |
| AIS Middle School | Evans                       | McGary     |
| Caze              | Fairlawn                    | Tekoppel   |
| Cedar Hall        | Glenwood Leadership Academy | Washington |
| Delaware          | Lincoln                     |            |

**Retention Stipend Qualifications**

- Full time K-12 teachers who work in identified priority Title 1 schools are eligible for the \$1,500 retention stipend.
- Teachers who are employed one hundred twenty (120) days in paid status in a priority Title 1 school during the previous academic year.
- Teachers who are rated Effective or Highly Effective on the previous academic year’s evaluation.
- Itinerant teachers assigned by the EVSC who work in a priority school fifty percent (50%) of their day will receive the retention stipend.

The stipend will be paid no later than September 30 to teachers who met the qualifications the previous academic year and remain in a priority Title 1 school. These stipends will first be paid in September 2022. A teacher must remain employed at the date retention stipends are paid to receive the stipend. A teacher involuntarily excessed from a priority Title 1 school would remain eligible for the stipend the September following excess only.

**Section 4. Stipends**

During the 2021-2022 academic year, teachers who receive a base salary increase that is less than \$2,000 will receive a stipend equal to the difference between the amount of their base salary increase and \$2,000, exclusive of any fixed costs associated with teacher salaries for the district such as FICA, Medicare, Teacher Retirement Fund, 115 Trust, 401(a), 403(b).

**Section 5. Extra Duties**

Attached hereto and marked Appendix B is a list of the extra duties with pay, which will be effective with the individual teacher’s contract for the stated academic year, available to teachers in the Evansville Vanderburgh School Corporation. Teachers assigned to extra duties by the Board will be paid in addition to their base salary not to exceed the amount or amounts opposite said extra duties on Appendix B attached hereto.

## **Section 6. Multiple Building Assignment**

Teachers with multiple building assignments will receive mileage reimbursement at the established IRS rate(s). Teachers will submit a mileage claim form adopted by the State Board of Accounts to the building principal or immediate supervisor.

## **Section 7. Principal Designee**

A teacher who is assigned the ancillary duty of principal designee for a full day is paid twenty-five dollars (\$25.00). A teacher who is assigned the ancillary duty of principal designee for at least one-half ( $\frac{1}{2}$ ) day but less than a full day is paid twelve dollars and fifty cents (\$12.50).

## **Section 8. Emergency Classroom Coverage**

A teacher who is assigned the ancillary duty of covering another teacher's classroom during their planning or PLC period, if said teacher's personal plan period falls outside the student day, when a substitute teacher is not provided is compensated as follows: an amount equal to one-half ( $\frac{1}{2}$ ) of the daily substitute teacher pay for retired EVSC teachers will be deposited into the teacher's Section 403(b) account when a teacher accumulates a number of covered class periods equal to one (1) calendar work day minus lunch, prep/PLC, and any contracted time outside of the student attendance day. For informational purposes, a calendar workday minus lunch and prep/PLC is equal to two and one half ( $2\frac{1}{2}$ ) blocks in a high school on block schedule. For informational purposes, a teacher may not be assigned this ancillary duty during their planning and PLC periods on the same day.

The deposits into the Section 403(b) accounts shall be deposited within fifteen (15) days following the end of each quarter, starting October 1 provided the teacher has an established Section 403(b) account. Individuals who have not established a Section 403(b) account prior to the quarterly distribution shall forfeit any distributions earned through the date of the deposit. All accumulations totaling less than a school day shall be carried over to the next quarter and/or academic year.

## **Section 9. Salary for Newly Employed Teachers**

The Superintendent or designee shall determine placement of newly employed teachers on the Career Path Schedule as shown in Appendix A and within the salary range described in Article II, Section 1 of this agreement, after review of education and previous teaching salary. Teachers with no teaching experience may be placed on row A of the appropriate Career Path. The Superintendent or designee shall have the authority to recommend employment of a teacher at an increased rate based upon the needs of the school district and the availability of qualified teachers for the position. If during the hiring process it becomes apparent that the monetary value of the best candidate is such that a higher initial salary warrants more than a three (3) level advancement or placement above the current maximum base salary, the placement will be discussed with ETA.

## **ARTICLE III**

In all matters related to insurance coverage, the Board agrees that representatives of the Association will participate fully in the selection of insurance carriers. The final decision regarding the selection of insurance carriers will be made by the Board of School Trustees. A teacher can take advantage of any of the applicable insurance and retirement options offered by the corporation if said teacher completes the enrollment process.

### **Section 1. Hospitalization, Surgical and Medical Insurance**

Full-time teachers and those who teach at least one-half (½) of the instructional day qualify for the hospitalization, surgical and medical insurance benefits currently in effect. Monthly employer contributions will be \$503.18 for an employee only coverage, \$948.41 for an employee plus one coverage, and \$1,144.60 for family coverage. Teachers who were under contract prior to May 25, 2005 and who work less than one-half (½) of the instructional day and who are being provided with full benefits will continue to receive full benefits for as long as they sign consecutive teaching contracts. If both spouses are full-time employees, only one (1) spouse may elect coverage.

### **Section 2. Dental Insurance**

For dental insurance, eligible employees will pay \$.76 per month for single coverage, \$11.28 per month for single plus one coverage, and \$24.76 per month for family coverage. Teachers will pay 10% of any premium increase. If both spouses are full time employees, only one (1) spouse may elect coverage.

### **Section 3. Vision Insurance**

For certain vision insurance, employees will pay \$.15 per month for single coverage. Teachers will pay 10% of any premium increase. If both spouses are full time employees, only one (1) spouse may elect coverage.

### **Section 4. Term Life Insurance**

Full-time teachers and those who teach at least one-half (½) of the instructional day qualify for \$50,000.00 in term life insurance and accidental death or dismemberment will pay to the insurance company selected by the Board, up to the amount below for each teacher covered by this Agreement, if said teacher completes the enrollment process.

Part-time teachers who teach less than one-half (½) of the instructional day qualify for \$25,000.00 in term life insurance, and accidental death or dismemberment will pay up to the amount specified directly below, to the insurance company selected by the Board for each teacher covered by this Agreement, if said teacher completes the enrollment process.

The covered teaching employee will pay \$0.01 per month toward the basic life insurance

premium and will be one hundred percent (100%) responsible for the cost of any supplemental life insurance coverage offered by the corporation.

### **Section 5. Long Term Disability Insurance**

Each teacher employed on a Regular Teacher's Contract shall be covered by a longterm disability insurance program that provides a minimum benefit of two-thirds (2/3) salary up to age sixty-five (65), if said teacher completes the enrollment forms. The Board's contribution shall represent seventy-five percent (75%) of the cost.

### **Section 6. SECTION 125**

The Board will continue a two-tier "cafeteria" style plan in the manner and form authorized by Section 125 of the Internal Revenue Code 1989, the Tax Reform Act of 1986.

### **Section 7. Death While in Active Service**

If a teacher dies while in the active service of the Board, the deceased teacher's unused Accumulated Sick Leave days shall be paid to his or her survivor at the rate specified in Article III, Section 14. Other benefits which will be provided to the survivor(s) of a teacher who dies while under contract include: earned but unpaid wages, life insurance benefits as provided for in the teacher contract, and the right to take advantage of medical/hospitalization insurance for spouse and/or dependents as described under the provisions of COBRA, and a money amount equal to the retirement pay that would have been paid according to Article III, Section 14.

### **Section 8. Accumulated Sick Leave Days and Pay**

Each full-time teacher employed under regular or temporary contract is entitled to a leave of absence of twelve (12) days per academic year from work without loss of compensation if such teacher is unable to teach because of temporary disability due to illness, quarantine or pregnancy, medical or dental appointments; and can use these twelve (12) days for illness of the teacher's spouse, child, parents, or any regular member of the teacher's household. If in any one (1) academic year a teacher is absent less than the number of days set out immediately preceding, the remaining unused sick days of that academic year will accumulate up to a maximum of one hundred eighty-three (183) days.

A teacher who is employed to provide services under a supplemental contract for four (4) weeks or more will receive one (1) additional sick leave day.

A teacher employed under contract for only a portion of the academic year is entitled to a proportionate number of sick leave days on the following basis:

## Number of Duty Days Employed

| Day of Employment | Days Allowed |
|-------------------|--------------|
| 1 – 25            | 12           |
| 25 – 50           | 11           |
| 51 – 75           | 10           |
| 76 – 100          | 9            |
| 101 – 125         | 8            |
| 126 – 150         | 7            |
| 151 - Last Day    | 6            |

A teacher employed under contract for only a portion of the academic year may accumulate unused sick days to a maximum of one hundred eighty-three (183) days.

### **Section 9. Accumulated Sick Leave Bonus**

At the close of any academic year in which a teacher uses neither Personal Business Leave nor Sick days, the teacher shall have three (3) days prorated added to his/her Accumulated Sick Leave days up to the maximum of one hundred eighty-three (183). These days shall be over and above any Sick leave or Personal Business Leave days that a teacher has earned during that academic year.

This paragraph does not apply to teachers who have reached and maintain the maximum allowable number of Accumulated Sick Leave days.

### **Section 10. Section 115 Trust (VEBA)**

The EVSC shall contribute an amount equal to one percent (1.0%) of a teacher's base salary to a retiree health care trust under Section 115 of the Internal Revenue Code ("115 Trust"). Additional terms and conditions for the administration and operations of the Ongoing 115 Trust shall be as follows:

- A. **Ongoing 115 Trust Eligibility Requirement.** The parties agree that the Ongoing 115 Trust contribution shall be available to all teachers employed by the Board.
- B. The parties agree that all contributions made by the Board to the Ongoing 115 Trust on behalf of teachers shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for teachers.

- C. **Separate Accounts.** The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his/her account shall be invested among the investment options made available by the investment vendor for the Ongoing 115 Trust.
- D. **Vesting.** A teacher must be at least fifty-five (55) years of age by June 30 in the academic year in which they retire; and must have a minimum of ten (10) years of consecutive EVSC service. The teacher must notify the Superintendent of his/her intent to retire by February 1 of the academic year in which he/she wishes to retire. Beginning with the 2022-2023 academic year, for end of first semester retirements, the teacher must notify the Superintendent of his/her retirement by September 1 of the academic year in which he/she wishes to retire. Any teacher whose contract is terminated during the vesting period by the Board (except due to a reduction-in-force where the teacher is on a recall list maintained by the Board) shall forfeit all rights to all non-vested amounts contributed by the Board on the teacher's behalf to the Ongoing 115 Trust. The vesting requirements may be waived in cases of retirement caused by incapacitation or extenuating circumstances, provided the retiring teacher provides satisfactory documentation to the Superintendent or designee.
- E. **Costs.** The Board shall not be paid any compensation for its services performed on behalf of the Ongoing 115 Trust. All costs incurred in the administration of the Ongoing 115 Trust and investment fees shall be paid from the Ongoing 115 Trust assets.
- F. **Forfeiture.** If an employee retires or otherwise terminates employment before satisfaction of the requirement set forth in paragraph D (Vesting) above for any reason, the terminated employee's Ongoing 115 Trust contribution shall be forfeited. The forfeited amounts shall be reallocated to the accounts of remaining participants in the Ongoing 115 Trust.
- G. **Ongoing Funds Contributed prior to 7/1/2021.** Those teachers hired prior to June 30, 2021 who have completed five (5) years of continuous EVSC service upon resignation, before reaching the prescribed retirement age in paragraph D (Vesting) above, will receive the amount equal to the contributions made in the Ongoing 115 Trust from July 1, 2004 and June 30, 2021 and any investment proceeds earned on those contributions.

**Section 11. Retirement Lump-Sum Buyout Section 115 Trust (VEBA) for teachers hired on or before June 30, 2004**

Vesting Requirement: The teacher must be at least fifty-five (55) years of age by June 30 in the academic year in which they retire; and must have a minimum of ten (10) years of consecutive EVSC service. The teacher must notify the Superintendent of his/her intent to retire by February 1 of the academic year in which he/she wishes to retire. Beginning with the 2022-2023 academic year, for end of first semester retirements, the teacher must notify the Superintendent of his/her retirement by September 1 of the academic year in which he/she wishes to retire. The vesting requirements may be waived in cases of retirement caused by incapacitation or extenuating

circumstances, provided the retiring teacher provides satisfactory documentation to the Superintendent or designee.

**Section 12. Contract Language Defining The Unfunded Retirement Benefits For Those Teachers Hired Before July 1, 2004**

The contract language authorizing the unfunded retirement benefits described in the 2001-2003 and 2003-2006 agreements (401(a) Plan, 115 Trust) still remains in full effect. See the 2010-2014 Collective Bargaining Agreement for reference purposes.

**Section 13. 403(b) Match Program**

Each teacher shall have the option of investing in the 403(b) Match Program up to the maximum allowable under Federal law. The Board shall match such teacher contributions on a dollar-for-dollar basis up to the following percentages of the individual teacher's base teaching salary.

| <u>Years of Creditable Teaching Service</u> | <u>Employer Match</u> |
|---|-----------------------|
| 0* – 15                                     | .75%                  |
| 16 – 28                                     | 1.50%                 |
| 29+   | 3.00%                 |

\*Year 0 refers to the first year of teaching. A teacher will receive credit for one (1) year of service upon completion of the school year worked or remained in paid status at least one hundred twenty (120) days. Contributions made by the teacher and by the Board on behalf of the teacher are the property of the teacher.

**Section 14. Savings Plan 401(a) for all teachers**

- A. The EVSC shall establish and maintain a qualified Section 401(a) Annuity Plan (“401(a) Plan”) The Board will contribute an amount equal to one percent (1.0%) of the teacher’s base salary. The Board shall deposit employer contributions for each teacher into the Section 401(a) Plan maintained by the Board. Those hired prior to July 1, 2004 received a lump sum payment in the 401(a) and will not receive the ongoing one percent (1.0%) contribution to the 401(a). Those hired after June 30, 2004 will continue to receive the one percent (1.0%) base salary contribution to the 401(a).
- B. The parties agree that all contributions made by the Board to the Section 401(a) Plan on behalf of teachers shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for teachers.
- C. Such deposits will be sent from the EVSC to the vendor on scheduled pay dates.
- D. The Board will buy back, at the rate of seventy dollars (\$70.00) per day, up to a maximum of twelve (12) unused sick days and up to three (3) unused Personal Business Leave days annually if the teacher has maintained the minimum of one hundred eighty-three (183) days. The compensation for these days shall be deposited into each individual

teacher's Section 401(a) account. The value of these days at the time of deposit will not be discounted in any manner, including the Medicare and Social Security taxes ("FICA") that would have been payable if the value of this benefit had been paid directly to the teacher.

- E. Starting June 30, 2006 and each academic year thereafter, if the teacher is at least age fifty-one (51) years of age and works one hundred twenty (120) days, the Board will deposit one hundred forty-five dollars (\$145.00 present value) into each teacher's 401(a) account. These funds will not be discounted by Medicare and Social Security taxes (FICA).
- F. Upon retirement, the EVSC will pay seventy dollars (\$70.00) for each Accumulated Sick Leave day up to and including one hundred ninety-eight (198) days. These funds will not be discounted by Medicare and Social Security taxes (FICA) and deposited (current value) into the teacher's 401(a) account. Those employees who retire effective December 2021 or before will continue to fall under Article III, Section 14 of the June 30, 2019 - July 1, 2021 Collective Bargaining Agreement.
- G. Vesting Requirement: A teacher must be at least fifty-five (55) years of age by June 30 in the academic year in which they retire. The teacher must have at least ten (10) consecutive years of EVSC service; and the teacher must notify the Superintendent of his/her intent prior to February 1 of the academic year in which he/she wishes to retire. Beginning with the 2022-2023 academic year, for end of first semester retirements, the teacher must notify the Superintendent of his/her retirement by September 1 of the academic year in which he/she wishes to retire. If circumstances develop which result in an unforeseen retirement, the Superintendent may waive the notification date, but even in this circumstance the teacher intending to retire must still make timely written application for the retirement pay.
- H. Those teachers hired prior to June 30, 2021 who have completed five (5) years of continuous EVSC service upon resignation, before reaching the prescribed retirement age in paragraph D (Vesting Requirement) above, will receive the amount equal to contributions made in the 401(a) from July 1, 2004 and June 30, 2021 and any investment proceeds earned on those contributions.

### **Section 15. Early Retiree Insurance Benefits**

Vesting Requirement: The teacher must be at least fifty-five (55) years of age by June 30 in the academic year in which they retire; have a minimum of seventeen (17) years of creditable service; and a minimum of ten (10) current consecutive years of service with the EVSC. The teacher must notify the Superintendent of his/her intent to retire by February 1 of the academic year in which he/she wishes to retire. Beginning with the 2022-2023 academic year, for end of first semester retirements, the teacher must notify the Superintendent of his/her retirement by September 1 of the academic year in which he/she wishes to retire. The vesting requirements may be waived in cases of retirement caused by incapacitation or extenuating circumstances, provided the retiring teacher provides satisfactory documentation to the Superintendent or designee.

Vested employees will be eligible to participate in the EVSC medical, dental, and vision insurance until he/she is age sixty-five (65) or qualifies for Medicare whichever occurs first. Eligible employees will be required to pay the full insurance premium.

Once the retiree is no longer eligible, the spouse/dependents still covered will be offered COBRA coverage. Spouses/dependents covered by the plan will no longer be covered by the plan at: Medicare eligibility; once they age out of coverage; or at the end of the COBRA eligibility period, whichever comes first.

Eligible spouses and/or dependents may remain on the insurance with the retiree until the spouse or dependent qualifies for Medicare.

A retiree who is eligible for the early retiree insurance that loses health insurance coverage during retirement due to a qualifying event may rejoin the EVSC health insurance plan within thirty (30) days of the qualifying event or during an open enrollment period.

## **ARTICLE IV**

### **Section 1. Personal Business Leave**

Each teacher employed on a Regular Teacher Contract will be entitled to three (3) days absence per academic year of employment prorated without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs. The teacher shall use the Personal Leave Request Form to request such leave. It is encouraged that teachers submit the Personal Leave Request Form at least two (2) days prior to the leave day, but 24-hour notice is required for such leave. This may be waived by the Office of Human Resources in exceptional circumstances. Such Personal Business Leave days may be taken in fractional units.

If in any one (1) academic year of employment a teacher shall be absent on Personal Business Leave for fewer than three (3) days, the remaining day(s) shall be accumulative to a total of eight (8) days. Accumulated Personal Business Leave shall not be used by a teacher for participation in a job action or to engage in other employment. Personal Business Leave days accumulated beyond eight (8) days will be transferred to the Accumulated Sick Leave days subject to the limits provided for in this Agreement. The teacher shall use the Personal Leave Request Form to request consideration for the use of any of the accumulated days provided for in this paragraph. Failure to follow the guidelines will result in unpaid leave.

### **Section 2. Sick Leave Bank**

The Evansville Vanderburgh School Corporation will establish a voluntary Sick Leave Bank (Bank). The Bank days may be used only for the illness of the Bank member.

#### **A. Purpose**

1. The purpose of the Sick Leave Bank is to provide a means of obtaining additional sick leave days to avoid loss of compensation and bridge the gap to the

employee's return to work due to a maternity leave, catastrophic illness or injury of the sick leave bank member that requires their continuous absence from work.

Maternity leave is limited to the period of incapacitation due to birth. This would be six (6) weeks for natural delivery or eight (8) weeks for C-section delivery. If the employee is eligible and requests the full twelve (12) weeks of FMLA, the remaining four (4) to six (6) weeks would be unpaid. If ineligible for FMLA, the maternity leave would be limited to the six (6) to eight (8) weeks of incapacitation.

Catastrophic illness or injury is defined as a life-threatening condition or combination of conditions affecting the mental or physical health of the employee, and includes, but is not limited to, the following: lengthy hospitalizations, necessary surgery requiring a lengthy recovery, or an ongoing treatment regimen requiring frequent time off work. The catastrophic illness or injury must require the continued services of a health provider. This benefit is available to eligible, voluntarily participating teachers who have legitimately exhausted all of their accumulated sick, personal, and (if applicable) vacation leave.

## **B. Contributions**

1. A teacher may voluntarily donate one (1) day of Accumulated Sick Leave to the Bank. At the Bank's inception, the Board will contribute a one-time match of one-half (1/2) day per teacher day contributed to the Bank. This contribution will entitle Bank members to withdraw benefits as listed below. All days donated to the Bank lose their identity as individual leave days. If a Bank member should leave the corporation, days donated by said member shall not be transferred to another corporation.
2. After the initial contribution of one (1) day, the members will be asked for an additional one (1) day contribution only when the accumulation of days in the Bank falls below five hundred (500) days. If a member refuses to contribute a day as requested by the Bank Committee, said teacher would cease to be a member of the Bank. However, in the event a current member of the Bank has no accumulated leave days to contribute, he/she may retain membership until September 1 of the next academic year. At that time, said teacher will reimburse the Bank the appropriate number of days from his/her new allotment.
3. A Bank member who has received Bank days must remain a Bank member until all granted Bank days are repaid to the Bank. The repayment will be at a rate of two (2) days per academic year. Upon retirement, any outstanding balance will be deducted prior to a buyout of Accumulated Sick and Personal Business Leave days.

New teacher vesting requirement - All newly hired teachers who voluntarily choose to participate in the Sick Leave Bank must complete ninety (90) days in paid status before he/she shall be eligible to apply for Sick Leave Bank days.

4. All teachers new to the Bank may access a maximum of forty (40) days for the remainder of the initial academic year. Beginning with the teacher's second year of participation in the Bank, a teacher who has used zero (0) Bank days the first year as a member, will start the second year with one hundred eighty (180) days. If the member used Sick Leave Bank days his or her first year of participation, the member will, at the start of the second year, have access to the remainder of the one hundred eighty (180) days. A teacher who becomes a Bank member after the first year as an EVSC employee must pay all past assessments since employment to become a member of the Bank.
5. Annual enrollment in the Bank must be completed by 4:00 p.m. on August 31 for membership to commence September 1.
6. There will be no withdrawals of days from the Bank except through the process listed in this document.

### **C. Granting of Days**

A member of the Bank may be granted days from the Bank under the following conditions:

1. The teacher's Accumulated Sick Leave and Personal Business Leave days must be exhausted and the teacher must have been out of school for a period of five (5) consecutive attendance days without salary of any kind. Upon approval, salary shall return starting with the sixth day.
2. Written application by a Bank member or his/her family, accompanied by a physician's certificate verifying the nature, length of disability, treatment plan, and prognosis of the Bank member's condition must be submitted to the EVSC Office of Human Resources. Application shall be made within thirty (30) school days prior to the expiration of all leave. The committee may waive the thirty (30) day period in emergency situations.
3. Up to one hundred eighty (180) days may be taken over a two (2) year period. This period starts the first day the teacher receives Sick Leave Bank benefits. At the end of this two (2) year benefit timeline, or at the end of the one hundred eighty (180) day maximum leave, whichever comes first, a moratorium of one (1) year exists on access to Bank benefits. Following the one (1) year moratorium, members will be eligible for another one hundred eighty (180) days. The committee may require re-certification for continuation of benefits (up to one hundred eighty (180) days) as needed.

The Board will administer the Bank. A Bank Committee to approve or deny the requests for benefits will be established. The committee will be composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association. Applications will be acted upon by a majority of the Bank Committee. All decisions of the Bank Committee are final.

In the event a majority of the committee cannot reach a decision, the decision will be submitted to the Board to render a final decision. If Bank benefits are granted to the applicant, but the decision is not made by the end of the five (5) day exclusionary period, benefits will be retroactive to the sixth (6<sup>th</sup>) day. If no decision is made within twenty (20) days of the loss of salary and benefits, the applicant will receive Bank benefits until a decision is rendered. If Bank benefits are not granted to the applicant, benefits cease upon notification.

**D. Criteria for Sick Leave Bank Consideration**

1. Catastrophic accident of the employee requiring continuous absence from work.
2. Catastrophic illness of the employee.
3. Extended hospitalization of the employee.
4. Maternity leave requests shall be limited to six (6) to eight (8) weeks to cover the period of incapacitation
  - Six (6) weeks for natural delivery
  - Eight (8) weeks for C-section
  - Complication arising from a pregnancy would fall under a regular sick leave bank request.

If a teacher is not able to return to employment after the use of all Accumulated Sick Leave days, Personal Business Leave days, vacation days (if applicable), and the total Sick Leave Bank days granted, or if they have exhausted all available medical leave (whichever occurs first) will be asked to resign or, if eligible, retire.

Upon any teacher's return to full-time assigned duty, any entitlement to Accumulated Sick Leave, Personal Business Leave, vacation, holidays and/or any other similar benefits shall be reduced on prorated basis. No additional leaves of absence will be granted to any teacher during the period when Sick Leave Bank days are being utilized.

**Section 3. Presidents Leave**

The Association and the Board agree that the Association president shall be released full-time from his/her duties to fulfill certain obligations as president of the Association. The replacement for the president will be hired on regular contract with all the benefits defined in this Agreement. The Association shall reimburse the Board for the cost of the Association president's released time by paying a share, equal to one-half (1/2) the released time, of the salary, other money expenses related to employment of the Association president as a teacher, fringe benefits, and co-curricular stipends. The Board shall pay, in full, all ECA stipends for services rendered while serving as president. Further, the ETA shall pay, in full, all ECA stipends if the ETA decides to pay the ECA stipends for services rendered by the president at the time of his/her election. In all of the above cases, the total expenses shall be included in the salary reported to Indiana Public Retirement System.

Upon return from the leave provided for in this section, the Board will allow the teacher the option to return to his/her original school. In the event such position no longer exists, the teacher will be assigned to a comparable teaching position or assignment.

#### **Section 4. Professional Meetings and Workshops**

The Board may grant to teachers a leave of absence without loss of compensation to attend professional association conventions such as, but not limited to, the National Council of Mathematics Teachers, the International Reading Association, professional meetings relating to educational workshops, seminars, or conferences sponsored by industry, professional associations, colleges, universities, or governmental agencies concerned with public school matters.

The building level computer coordinator may be granted professional leave for up to four (4) days for the purpose of staff development, expanding technology services, and facilitator training. These days will be assigned in cooperation with the building principal.

#### **Section 5. Sabbatical Leave**

The purposes of a sabbatical leave are to provide an opportunity for the career teacher to meet the ever-increasing need for excellence in teaching, to adapt to a constantly changing profession, and to increase his/her professionalism. A sabbatical leave for study may be granted when, in the considered judgment of the Board of School Trustees, the professional competence of the applicant and the general welfare of the students of the Evansville Vanderburgh School Corporation will be benefited. Such study must be directed toward the completion of either an approved Specialist or Doctoral program from an officially recognized Specialist or Doctoral degree granting agency. The approved course of study to be followed, outlining the plan for completing either degree program, must be submitted with the request for leave.

**ELIGIBILITY:** Any full-time teacher with a minimum of seven (7) continuous and active years in the Evansville Vanderburgh School Corporation at the date of application may be eligible to apply for a sabbatical leave. The continuous years of service must immediately precede the sabbatical leave. Substitute contracts are not recognized in computing years of continuous service.

**LIMITATIONS:** A sabbatical leave may be granted for not more than one (1) academic year. The maximum number of leaves per academic year granted to teachers shall not exceed one percent (1.0%) of the total number of teachers.

#### **APPLICATION PROCEDURE**

- A. Application forms are available from the office of Human Resources.
- B. All applications for sabbatical leave must be submitted to the Superintendent on or before February 1.
- C. At the discretion of the Superintendent, shorter notice may be acceptable depending upon the nature of the opportunity or emergency arising.

- D. The applicant will be notified of approval or rejection within sixty (60) days.
- E. The principal shall have the discretion to hold the applicant's position for one (1) year. In the event the position is not held, the applicant will enter into the excess pool for placement in a similarly licensed position.

**APPROVAL OF LEAVE:** All approvals for sabbatical leaves must be made by the Board of School Trustees upon the recommendation of the Superintendent.

### **RETURN TO WORK AGREEMENT**

- A. All recipients accepting a sabbatical leave must notify the EVSC of their intention to return by February 1 during the sabbatical year. The teacher shall enter into a written agreement with the Board in which they pledge to return to the Evansville Vanderburgh School Corporation employment for a period of not less than one (1) year.

### **CONDITIONS**

- A. Membership in major medical and hospital group insurance may be continued by paying the total premium on a monthly basis. The school corporation is not responsible for any late payments made by the teacher nor loss of coverage due to late or failed payment. Social Security payments cannot be withheld since the Evansville Vanderburgh School Corporation is not making payments to the recipient.
- B. Acceptance of fellowships or sources of supplemental income is permissible so long as they do not impede fulfillment of the purpose for which the sabbatical leave is granted.
- C. The individual returning after a leave shall have the privilege of resuming his/her former or a comparable position. The individual must notify the EVSC of their intent to return prior to February 1.

### **Section 6. Bereavement Leave**

In the case of death in the immediate family of a full-time teacher under regular or temporary contract, the teacher is entitled to be absent without loss of compensation for a period of not more than three (3) school days for the purpose of attending the last burial rites and attending to other personal matters of the deceased's immediate family members. The above days must be taken within seven (7) calendar days following the death. This period of leave may be extended for a period of two (2) school days if needed by the teacher for the purpose of attending the last burial rites or to attend to personal matters of the deceased, or the teacher may use the two (2) school days at any time during the twelve (12) month period beyond such death for the purpose of attending to the affairs of the deceased. The term "immediate family" shall mean only parent, stepparent, legal guardian, spouse, brother, sister, child, current stepchildren, father-in-law, step father-in-law, mother-in-law, step mother-in-law, current son-in-law, current daughter-in-law, or any other person who at the time of such person's death was living as a regular member of the teacher's household.

In case of a death of a grandparent, grandchild or current legal ward of a teacher, a full-time teacher under regular or temporary contract may be absent without loss of compensation for a period of not more than three (3) school days for the purposes outlined above. The above days must be taken within seven (7) calendar days following the death.

In the case of death of a grandparent of spouse, the teacher's uncle, aunt, first cousin, niece, nephew, current brother-in-law or current sister-in-law, not then living in the household of a teacher, a full-time teacher employed under regular or temporary contract may be absent one (1) school day without loss of compensation for the purpose of attending the last burial rites of such stated family member; provided, however, that the teacher attends such burial rites in person, that said burial rites occur while the teacher is performing duties assigned by the Board, that such burial rites do not occur during the time when the teacher is absent from assigned duties due to vacation, any leave of absence, sick leave, leave for personal business, or extended sick leave.

### **Section 7. Court Leave**

Each full-time teacher employed under regular contract is entitled to a leave of absence without loss of compensation if summoned or subpoenaed to serve on local, state or federal court juries; to testify in court as a witness in a case in which the teacher is not personally involved; to testify in court in any lawsuit arising out of the performance of duties for or employment with the Board; or, to testify before a judicial or legislative body in regard to any matter arising out of the performance of duties for or employment with the Board for the number of days mandated by such summons or subpoena.

The teacher has the option of endorsing his/her court duty reimbursement check over to the school corporation. The payroll officer will then add the amount back into the teacher's forthcoming paycheck.

If a teacher is released from jury duty during the teacher's duty day, the following will apply:

- A. If the time of dismissal from jury duty is earlier than 11:00 a.m., the teacher must report to his/her school.
- B. If the time of dismissal from jury duty is 11:00 a.m. or later, the teacher does not have to report to work for the remainder of the day.

### **Section 8. Military Leave**

Teachers entering the military or naval service of the United States pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be given all rights and privileges provided by such Act.

Teachers on training duties of the State of Indiana or on training as a member of any reserve unit will be entitled to a leave of absence with pay up to fifteen (15) days for training duties per academic year.

### **Section 9. Association Leave**

The Association will have a total of forty-five (45) school days leave with pay for each year of this Agreement. These days may be taken in half-day (½) increments. Association leave unused in any given academic year can be banked up to one hundred (100) days. Once the academic year ends, any days above one hundred (100) days will be placed in the Sick Leave Bank. The Association can designate which of its member(s) may take such leave. The Association president will notify the Superintendent/Office of Human Resources when any of its designated members will be on Association Leave. For days when ten (10) or more teachers would be on Association Leave, the Association president will notify the Superintendent/Office of Human Resources no less than fourteen (14) days prior to the leave. A substitute teacher, if one is required, must be scheduled for a teacher granted Association leave to participate in local activities. The Association will pay the costs of substitute teachers who may be required to teach in place of its members designated to take the leave provided for in this paragraph. Failure to notify the Superintendent/Office of Human Resources prior to using the leave will result in the Association member using Personal Business Leave or unpaid leave.

### **Section 10. Legislative Lobbying Leave**

Nine (9) days in each even-numbered year and thirteen (13) days in each odd-numbered year shall be available for release time for teachers to work on legislative matters, including visits to the Indiana General Assembly and related activities. The Association president will identify the individuals to be released under this provision. No teacher will be released more than four (4) days in any academic year under this section. The Association will continue to work cooperatively with the EVSC to develop and promote a joint legislative program.

### **Section 11. Extended Personal Leave**

Teachers under regular contract who teach one-half or more of the instructional day, may be granted extended personal leave for a period of up to one (1) academic year. Such leave will be requested on the Extended Personal Leave Request Form in the same manner as any other leave. Any extended personal leave will be without pay or EVSC contribution to health insurance, vision, dental, LTD, life insurance, or fringe benefit of any kind. However, a teacher who has been granted extended personal leave may continue to participate in the group health insurance and life insurance made available by the Board, as well as other forms of insurance in which the teacher is participating at the time the leave is granted, if the teacher pays the full premium during the extended personal leave period according to the schedule provided by the Office of Business Affairs. If a teacher takes extended personal leave, the affected teacher will not be eligible to apply for additional extended personal leave for a period of seven (7) academic years.

To be eligible for consideration of leave under the provisions of this paragraph, a teacher must submit a request for leave prior to March 1 preceding the academic year in which the leave is to be effective; provided, however, if circumstances develop which result in an unforeseen situation, the Superintendent, at his discretion, may waive the March 1 notification date.

Upon return of a teacher from the leave provided for in this section to employment with the Board, the Board will:

- A. Place the teacher in the same school, teaching position or other assignment(s) occupied or performed by said teacher prior to taking this leave of absence, provided the building principals choose to hold the teaching position during the leave of absence.
- B. Declare the teacher excess upon their return and place them according to the excess teacher procedures outlined in the administrative guidelines, provided the building principals choose not to hold the teaching position during the leave of absence.

### **Section 12. Exchange Teaching Programs**

The Board may grant to a teacher a leave of absence without pay for one (1) year renewable each year for a total of two (2) succeeding years to participate on a full-time basis in exchange teaching programs in other states, territories or countries; to participate on a full-time basis in foreign or military programs; to participate on a full-time basis in the Peace Corps, Teachers Corps, Job Corps, or Head Start; and, to work full time with the Indiana State Department of Education.

Upon return of a teacher from the leave provided for in this section to employment with the Board, the Board will:

- A. Place the teacher in the same school, teaching position or other assignment(s) occupied or performed by said teacher prior to taking this leave of absence, provided the building principals choose to hold the teaching position during the leave of absence.
- B. Declare the teacher excess upon their return and place them according to the excess teacher procedures outlined in the administrative guidelines, provided the building principals choose not to hold the teaching position during the leave of absence.

### **Section 13. Professional Development Leave**

Any regular, full-time teacher selected by the Board to provide professional development, peer coaching, training, etc. to employees (in place of his/her regular teaching assignment) will be allowed by the Board to return to his/her original position. This leave is limited to up to the length of the implementation timeline as described in the original grant.

In order to maintain the right to return to his/her original teaching position, the teacher must return to the classroom for a time equal to the length of the leave. A teacher who holds back-to-back (without returning to the classroom) professional development leaves, forfeits his/her right to return to his/her original position.

#### **Section 14. Adoptive Leave**

The Board shall grant a leave of absence without pay for up to one (1) year to a teacher employed full-time on a Regular Teacher's Contract for the purpose of adopting a child. For a teacher adopting a preschool child, either the mother or the father will be allowed to use up to twenty (20) sick leave days within the year of adoption for the nurturing of the new family member.

Upon return of a teacher from the leave provided for in this section to employment with the Board, the Board will:

- A. Place the teacher in the same school, teaching position or other assignment(s) occupied or performed by said teacher prior to taking this leave of absence, provided the building principals choose to hold the teaching position during the leave of absence.
- B. Declare the teacher excess upon their return and place them according to the excess teacher procedures outlined in the administrative guidelines, provided the building principals choose not to hold the teaching position during the leave of absence.

#### **Section 15. Anticipated Temporary Disability Leave**

Where a temporary illness or injury can reasonably be anticipated because, but not limited to, scheduled surgery, pregnancy or hospitalization for diagnostic purposes, or any other illness or quarantine where the teacher's attending physician establishes a specific period of time such teacher will be unable to work, the following will apply:

- A. The maximum allowed medical leave is one hundred eighty-three (183) work days in any academic year. If the employee is eligible for FMLA, both FMLA and ATDL leave will run concurrently.
- B. The teacher will report the Anticipated Temporary Disability to the building administrator or immediate supervisor; and, at that time, will project the anticipated period of time when he/she will be unable to work.
- C. If the teacher does not desire to use paid sick leave for the Anticipated Temporary Disability, the teacher may request a leave of absence with loss of pay up to one (1) year.
- D. If the teacher desires to use paid sick leave for the Anticipated Temporary Disability, the teacher will remain on the job until such time that the attending physician establishes conclusively that the teacher is unable to work. At the time the teacher is declared unable to work by the attending physician, the teacher is eligible to use available paid sick leave in accordance with the established policy applicable to such leave. After available paid sick leave has been used, the teacher may request the use of Sick Leave Bank, in accordance with established policy, to remain in a paid status. If the Sick Leave Bank request is denied, the employee would continue on their leave in an unpaid status until they were returned to work by their physician or they had reached the one hundred eighty-three (183)

day maximum, whichever comes first. If they reach the one hundred eighty-three (183) day maximum for medical leave, they would be asked to return to work, resign, or, if applicable, retire. If the Anticipated Temporary Disability, as substantiated by the attending physician, is due to pregnancy, said teacher may request a leave of absence without compensation up to one (1) year any time between the date of commencement of the pregnancy and the date of delivery, provided she notifies the Office of Human Resources at least thirty (30) days prior to the date on which she desires to start her leave.

- E. If requested by the principal, the teacher requesting a leave of absence because of an Anticipated Temporary Disability who continues to perform duties assigned by the Board will submit a monthly statement signed by such teacher's attending physician verifying such teacher's ability to continue to satisfactorily perform the duties assigned by the Board.
- F. In requesting a leave due to temporary disability, the teacher will inform the Office of Human Resources of the desired beginning and ending dates of the projected leave. Unless unusual circumstances prevail, the beginning date will coincide with the beginning date of a semester or grading period and the ending date will be after such teacher has given five (5) school days' notice (in writing) that the teacher is available for work. If at any time prior to the date the leave of absence is to start, the Board determines that the teacher's condition affects his/her work, causes incapacitation to the teacher, or causes the teacher to be off work, the Board may start the leave of absence at an earlier date.
- G. If the temporary disability is emergency in nature, the teacher will immediately inform his/her building principal or immediate supervisor and make proper arrangements for his/her absence as per established policy Accumulated Sick Leave days and, where applicable, Sick Leave Bank days will apply to any leave taken under the provisions as defined in Article IV, Section 16, qualification(s) and/or fitness of said teacher(s) to return to employment and perform normal assigned duties.

### **Section 16. Worker's Compensation**

Teachers injured on the job shall receive worker's compensation benefits for such medical services as determined by the Department of Labor Industrial Board provided treatment is obtained by the EVSC worker's compensation provider. As of the ratification of this agreement, teachers injured on the job and treated by the EVSC worker's compensation provider shall receive the minimum required percentage of their salary by the state of Indiana, minus worker's compensation benefits, for the first fifteen (15) days absent as a result of on-the-job injuries as determined by the Department of Labor Industrial Board. The teacher may request to use accumulated sick leave during the first fifteen (15) days absent in order to maintain full salary. If the absence as a result of on-the-job injuries as determined by the Department of Labor Industrial Board extends beyond fifteen (15) days, the EVSC will provide full salary to the teacher for those days in excess of fifteen (15), and shall not be charged to the teacher's accumulated sick leave days.

## **Section 17. Background Checks**

EVSC will pay the cost of the expanded criminal history check as prescribed in Indiana statute (I.C. 20-26-5-10).

# **ARTICLE V**

## **Section 1. Grievance Procedure**

A grievance means, and shall be limited to, an alleged violation or misapplication of a specific provision of this Collective Bargaining Agreement as related to the teacher assignment, and such grievance shall be settled and determined through the following procedure:

**AN INFORMAL GRIEVANCE:** Within seven (7) teacher attendance days of the time the grievant knew or should have known of the act or condition upon which it was based, the grievant must present the grievance to the grievant's principal or the principal's designee by meeting individually and privately, in an informal manner during nonteaching hours. If requested by the grievant, an Association building representative may be present at this informal meeting, in which case the principal may have a person of his/her choice present. Failure to so meet and discuss the alleged grievance shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) teacher attendance days after presentation of the grievance, the principal or the principal's designee shall give an answer verbally to the grievant.

**FORMAL GRIEVANCE - LEVEL 1:** Within five (5) teacher attendance days of the verbal answer, if the grievance is not resolved, it must be filed by the grievant or the Association with the principal in writing, signed by the grievant, on the appropriate grievance form. This written grievance shall: Name the teacher(s) involved; state the facts giving rise to the grievance; state the date such facts arose; identify by reference the specific paragraph(s) of this Agreement alleged to be violated; and state the specific relief requested. Within seven (7) teacher attendance days after receiving the written grievance, the principal shall give an answer in writing, using the agreed to grievance form.

**FORMAL GRIEVANCE - LEVEL 2:** In the event that the grievance is not resolved at Level One (1), or if no written decision has been rendered within the time provided, the grievance may be moved to Level Two (2), provided it is filed with the chief of staff within either ten (10) teacher attendance days of receipt of the written answer at Level One (1) or the date on which the answer should have been received. The grievance shall include a copy of all materials and/or evidence previously submitted. The grievant shall submit the written grievance, signed by the grievant, to the chief of staff. The grievant may request a meeting with the chief of staff prior to the issuing of a written decision. The written decision of the chief of staff will be rendered within fifteen (15) teacher attendance days of receipt of such written grievance. The chief of staff or designee may investigate the grievance, and time up to an additional ten (10) teacher attendance days shall be automatically allowed if the chief of staff determines further investigation is necessary. If, following discussion with the superintendent of schools or his/her

designee, the Association is of the opinion that a grievable situation exists which affects a group or class of teachers or involves teachers in more than one building, the Association may submit such grievance in writing to the chief of staff directly and the processing of such grievance shall be commenced at step two (2) of the formal grievance procedure.

In any grievance involving back pay, such grievance shall be filed in writing within seven (7) teacher attendance days from the time the alleged violation was to have occurred. If the grievance involves payment of wages, then it must be filed within seven (7) teacher attendance days of any teacher's receipt of the pay check containing the basis for such grievance. All claims for back pay shall be limited to the amount of wages that the teacher would have otherwise earned, less any unemployment or compensation from any other source that such teacher may have received during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any other case.

Failure at any level of the Grievance Procedure to render the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step, unless said time limit to be extended by mutual consent of the parties. However, a grievance must be moved by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved on the basis of the answer at the previous step. In the event a grievance is filed after May 15 of any year, the Board shall cooperate in processing such grievance prior to the beginning of the next academic year.

**FORMAL GRIEVANCE – LEVEL 3:** If the grievance is not satisfactorily settled in Level Two (2), the aggrieved employee may submit a written appeal to the Superintendent or designee within five (5) workdays after the decision in Step 2 is rendered. Upon receipt of the appeal, a conference will be scheduled with the aggrieved employee; the one (1) Employee representative; the board of school trustees and the Superintendent and/or designee(s). Following the conference, the Superintendent or designee will render a written decision on behalf of the board.

## **ARTICLE VI**

### **Section 1. Effect of Negotiated Agreement**

This Agreement supersedes and cancels all previous Agreements, Memoranda of Agreement or side letters between the parties and constitutes the entire Agreement between the parties.

Should any provision or portion thereof of this Agreement be declared illegal by a court of competent jurisdiction or be in conflict with any State or Federal statute or regulation, such provision or portion thereof shall be deleted from the Agreement, but the remainder of the Agreement shall remain in full force and effect.

**Section 2. Public Hearings**

On the 7<sup>th</sup> day of September, 2021 at 5:30 PM, a public hearing as described in I.C. 20-29-6-1(b) was held at the Evansville Vanderburgh School Corporation central office.

On the 25<sup>th</sup> day of October, 2021 at 5:30 PM, a public meeting as described in I.C. 20-29-6-19 was held at the Evansville Vanderburgh School Corporation central office.

This section is attested to by the Board and Association representatives whose signatures appear below.

**Section 3. Electronic Participation in Public Hearings**

During the public hearing held on the 7<sup>th</sup> day of September, 2021 at 5:30 PM, governing body members were not allowed to participate in the public hearing by means of electronic communication. During the public hearing held on the 7<sup>th</sup> day of September, 2021 at 5:30 PM, members of the public were not allowed to participate in the public hearing by means of electronic communication.

During the public meeting held on the 25<sup>th</sup> day of October, 2021 at 5:30 PM, governing body members were not allowed to participate in the public hearing by means of electronic communication. During the public meeting held on the 25<sup>th</sup> day of October, 2021 at 5:30 PM, members of the public were not allowed to participate in the public hearing by means of electronic communication.

This section is attested to by the Board representatives whose signatures appear below.

**Section 4. Term of Agreement**

The terms and conditions of this agreement shall become effective on July 1, 2021, and shall continue in effect through June 30, 2023 with all issues having been considered and agreed upon.

Therefore, this agreement is made and entered into this 8<sup>th</sup> day of November, 2021 by and between the Board and the Association, as defined herein, and is attested to by the representatives whose signatures appear below. The Board ratified the CBA on November 8, 2021 and the Association ratified the CBA on October 22, 2021, and is attested to by the respective representatives whose signatures appear below.

Attested on this the 8<sup>th</sup> day of November, 2021.

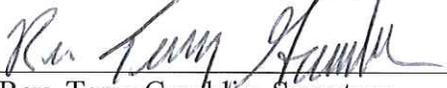
[This section left blank intentionally, signatures on following page]

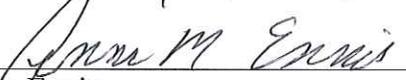
IN WITNESS WHEREOF, the parties hereto have executed this Agreement and cause their names to be subscribed by their duly authorized officers and representative on this 8<sup>th</sup> day of November, 2021.

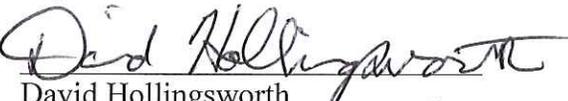
EVANSVILLE VANDERBURGH  
SCHOOL CORPORATION

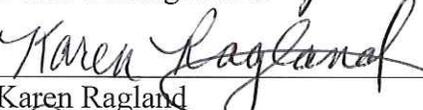
  
\_\_\_\_\_  
Andrew Guarino, President

  
\_\_\_\_\_  
Chris Kiefer, Vice President

  
\_\_\_\_\_  
Rev. Terry Gamblin, Secretary

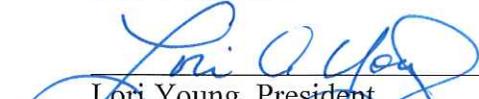
  
\_\_\_\_\_  
Ann Ennis

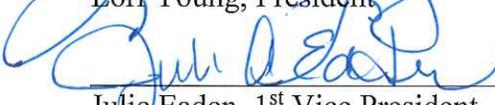
  
\_\_\_\_\_  
David Hollingsworth

  
\_\_\_\_\_  
Karen Ragland

  
\_\_\_\_\_  
Amy Word

EVANSVILLE TEACHERS  
ASSOCIATION

  
\_\_\_\_\_  
Lori Young, President

  
\_\_\_\_\_  
Julie Eaden, 1<sup>st</sup> Vice President

  
\_\_\_\_\_  
Joe Elliott, 2<sup>nd</sup> Vice President

  
\_\_\_\_\_  
Eric Eades, Treasurer

  
\_\_\_\_\_  
Jeanine Minor, Secretary

# Appendix A

## Career Path Schedules

|    | Career Path I | Career Path II |
|----|---------------|----------------|
| A  | \$40,000      | \$41,500       |
| B  | \$41,500      | \$43,000       |
| C  | \$43,000      | \$44,500       |
| D  | \$44,500      | \$46,000       |
| E  | \$46,000      | \$47,500       |
| F  | \$47,500      | \$49,000       |
| G  | \$49,000      | \$50,500       |
| H  | \$50,500      | \$52,000       |
| I  | \$52,000      | \$53,500       |
| J  | \$53,500      | \$55,000       |
| K  | \$55,000      | \$56,500       |
| L  | \$56,500      | \$58,000       |
| M  | \$58,000      | \$59,500       |
| N  | \$59,500      | \$61,000       |
| O  | \$61,000      | \$62,500       |
| P  |               | \$64,000       |
| Q  |               | \$65,500       |
| R  |               | \$67,000       |
| S  |               | \$68,500       |
| T  |               | \$70,000       |
| U  |               | \$71,500       |
| V  |               | \$73,000       |
| W  |               | \$74,500       |
| X  |               | \$76,000       |
| Y  |               | \$77,500       |
| Z  |               | \$79,000       |
| AA |               | \$80,500       |

**Appendix B**  
**EXTRA DUTY ASSIGNMENTS**

**EXTRA DUTIES**

| EXTRA DUTY                      |         |
|---------------------------------|---------|
| ELEMENTARY/MISCELLANEOUS        | STIPEND |
| Computer Coordinator            | \$1,440 |
| Coordinator                     | \$1,517 |
| Band Director                   | \$1,663 |
| Choir Director - 1 Hour         | \$832   |
| Choir Director - 2 Hours        | \$1,633 |
| Orchestra Director              | \$1,633 |
| Safety Patrol Sponsor           | \$396   |
| Treasurer                       | \$1,752 |
| MIDDLE SCHOOL                   |         |
| Computer                        | \$644   |
| Drama Production                | \$644   |
| Intramural                      | \$644   |
| Math                            | \$644   |
| Media                           | \$644   |
| Other                           | \$644   |
| Publications                    | \$644   |
| Science                         | \$644   |
| Speech Coach                    | \$1,292 |
| Boys Basketball Coach - Varsity | \$1,652 |
| Boys Basketball Coach - Reserve | \$1,652 |

|                                     |         |
|-------------------------------------|---------|
| Girls Basketball Coach - Varsity    | \$1,652 |
| Girls Basketball Coach - Reserve    | \$1,652 |
| Boys Track Coach                    | \$1,646 |
| Girls Track Coach                   | \$1,646 |
| Volleyball Coach – Varsity          | \$1,646 |
| Cheerleader Sponsor                 | \$1,479 |
| Computer Coordinator                | \$1,440 |
| Dance Team Sponsor                  | \$1,479 |
| Band Director                       | \$1,663 |
| Choir Director                      | \$2,189 |
| Orchestra Director                  | \$1,663 |
| Honors Band Director                | \$827   |
| Honors Choir Director               | \$827   |
| Honors Orchestra Director           | \$827   |
| Honors Assistant Band Director      | \$610   |
| Honors Assistant Choir Director     | \$610   |
| Honors Assistant Orchestra Director | \$610   |
| <b>HIGH SCHOOL</b>                  |         |
| Academic Coach                      | \$396   |
| Debate Coach                        | \$1,257 |
| Extra Science Lab                   | \$2,560 |
| Speech Coach                        | \$2,494 |
| Assistant Athletic Director         | \$3,975 |
| Assistant Baseball Coach            | \$3,503 |
| Assistant Basketball Coach          | \$4,297 |

|   |         |
|---|---------|
| Assistant Football Coach  | \$4,297 |
| Assistant Soccer Coach  | \$3,433 |
| Assistant Softball Coach  | \$3,503 |
| Assistant Swim Coach  | \$3,433 |
| Assistant Track Coach   | \$3,433 |
| Assistant Volleyball Coach  | \$3,433 |
| Assistant Wrestling Coach   | \$3,433 |
| Athletic Trainer  | \$8,270 |
| Cross Country Coach   | \$2,444 |
| Golf Coach  | \$2,149 |
| Tennis Coach  | \$2,149 |
| Intramural Director   | \$3,225 |
| Equipment Manager   | \$3,225 |
| BPA Sponsor-Business Office Lab   | \$875   |
| Central Radio Manager   | \$1,313 |
| H.S. Cheerleader Coach - Varsity  | \$1,585 |
| H.S. Cheerleader Coach - Reserve  | \$1,585 |
| H.S. Cheerleader Coach - Freshman   | \$1,585 |
| Computer Coordinator  | \$1,440 |
| Sponsor of each major H.S. Drama Production<br>(The extra pay in each high school for this<br>function shall be limited to two productions<br>each academic year) | \$1,257 |
| Future Farmers of America Sponsor   | \$1,313 |
| Paper & Sr. Edition Sponsor   | \$1,625 |
| Dance Team Sponsor  | \$1,585 |

|  |         |
|--|---------|
| Printer of Yearbook & School Paper (for each newspaper and yearbook printed per academic year) | \$408   |
| Student Council Sponsor  | \$779   |
| Band Director  | \$6,556 |
| Assistant Band Director  | \$6,556 |
| Choir Director   | \$2,558 |
| Orchestra Director   | \$1,219 |
| Assistant to Band Director   | \$1,708 |
| Honors Band Director   | \$827   |
| Honors Choir Director  | \$827   |
| Honors Jazz Ensemble   | \$381   |
| Honors Orchestra Director  | \$827   |
| Honors Assistant Band Director   | \$610   |
| Honors Assistant Choir Director  | \$610   |
| Honors Assistant Orchestra Director  | \$610   |
|  |         |
|  |         |
| Psychologist   | \$2,423 |
| Counselor - 4 Periods  | \$1,212 |
| Counselor - 5 Periods  | \$1,584 |
| Counselor - 6 Periods  | \$1,944 |
| Counselor – Full Day   | \$2,423 |

## **ASSOCIATION DEDUCTIONS**

For the 2021-2022 academic year the Board agrees to deduct from the wages of its teachers the general and uniform professional dues for the Evansville Teachers Association, the Indiana State Teachers Association, and the National Education Association, and Association-approved voluntary assessments for each teacher in the bargaining unit defined in paragraph 3 whose written and signed authorization and assignment has been submitted to the Board on the form provided by the Indiana Attorney General's office for this purpose. Additionally, when a teacher requests that dues be deducted from their wages they must follow these steps:

1. The teacher must submit the wage authorization form provided by the Attorney General's office to EVSC's Office of Human Resources.
2. EVSC must then send a confirmation email to the employee on their corporation email account.
3. The teacher must then respond in the affirmative on the corporation email account before dues can be withdrawn from a teacher's wages.

Professional dues and/or Association assessments will be deducted in equal amounts from each payroll check beginning with the first payroll check issued in October, or in equal amounts from the payroll check remaining after notification by the Association that dues are to be deducted. The professional dues deducted by the Board under this paragraph will be remitted to the financial secretary of the Association within thirty (30) working days after the deduction.

As necessary, the Association will certify in writing to the Board the current rate of professional dues to be deducted under the provisions of the above paragraph by September 1, of any year.

The Board agrees to the terms and conditions of this paragraph and of the written and signed authorizations and assignments submitted to it to the extent that this paragraph and such documents are, and each of them is, applicable under existing law.

The Association agrees that it will defend, indemnify and save harmless the Board against any and all claims made upon or any suits instituted against the Board arising out of any action of the Board taken pursuant to the provisions on Association Deductions as set forth in this Agreement.

This section is for informational purposes only and will expire effective June 30, 2022.