

**MASTER TEACHER CONTRACT
BETWEEN THE
COMMUNITY SCHOOL CORPORATION
OF EASTERN HANCOCK COUNTY**

AND THE

**EASTERN HANCOCK EDUCATORS
ASSOCIATION**

2023-2024

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This contract entered into this 13th day of November 2023 by and between the Board of School Trustees of the Community School Corporation of Eastern Hancock County, hereinafter called the "School Employer", and the Eastern Hancock Educators Association, hereinafter called the "Association" shall be in effect from July 1, 2023, to June 30, 2024.

ARTICLE I- RECOGNITION

The school employer recognizes the Eastern Hancock Educators Association as the exclusive representative of certified school employees in the following bargaining unit;

All certified employees, as defined by the Indiana collective bargaining statute, in the Community School Corporation of Eastern Hancock County, except for the Superintendent, Principals, Assistant Principals, Director of Special Education, Director of Business Operations/Treasurer, Administrative Assistant, Director of Transportation, Director of Buildings & Grounds, and Athletic Director.

ARTICLE II - DEFINITIONS

As used in this contract:

1. "School Employer" means the Board of School Trustees of the Community School Corporation of Eastern Hancock County and any person(s) authorized to act for the said body in dealing with its employees.
2. "School Corporation" means the Community School Corporation of Eastern Hancock County of the County of Hancock of the State of Indiana.
3. "Certificated School Employees" and/or "Teacher(s)" means the certified personnel employed by the school employer in the bargaining unit as defined in Article I of this contract.
4. "Part-time teacher(s)" means any certificated employee as defined in Article I who signs a contract for less than a full school day or school year. These employees shall receive health insurance, salary, and sick leave in direct proportion to the hours worked. This will apply to all new employees on or after January 1, 1994.
5. "School Employee Organization" means any organization that has certificated school employees as members.
6. "Association" means the school employee organization that has been certified or recognized as the exclusive representative of said certified school employees and one whose primary purpose is representing said certified school employees in dealing with the school employer and includes any person(s) authorized to act on behalf of such organization.
7. "Immediate Family" is interpreted as including only husband, wife, mother, father, brother, sister, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, stepmother, stepfather, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchild, or any permanent resident of the household.
8. The use of a masculine pronoun wherein hereafter used indicates one whose sex is unknown, immaterial, or understood by the context of the contract under consideration. The use of such masculine pronouns is not to be so construed as to mean a male person.

ARTICLE III COMPENSATION

Base Salary Increases. The compensation model set forth below shall govern base salary increases for teachers.

A. General Eligibility Criteria:

Returning teachers who did not receive an ineffective or improvement necessary evaluation rating the previous year are eligible for a salary increase under this model. New hire salary will be addressed under Section C below.

Improvement Necessary and Ineffective Teachers

Under IC 20-28-9-1.5(e), a teacher rated ineffective or improvement necessary under IC 20-28-11.5 may not receive any raise or increment for the following year. Thus, if a teacher's evaluation rating for the previous school year falls into one of the bottom two performance categories, the teacher's salary for the following school year will remain the same as the previous year, or for all practical purposes, the salary amount is frozen. However, under IC 20-28-9-1.5(g), this prohibition does not apply to a teacher in the first two (2) full school years that the teacher provides instruction to students in elementary school, middle school, or high school. If a teacher provides instruction to students in elementary school, middle school, or high school in another state, any full school year, or its equivalent in the other state, that teacher provides instruction counts toward the two (2) full school years. A year of experience is defined as being employed for at least 120 days.

B. Salary Increase/Factors and Stipend

The base salary increase will result from the following factors, in the following amounts, applied in the following order:

1. *Evaluation Rating*, defined as receipt of an effective or highly effective evaluation for the prior year, for which a teacher will receive a \$3,000 salary increase.
2. *Experience* is defined as having been employed with the school corporation for at least 45 days the prior school year, for which a teacher will receive a \$370 salary increase.

In addition to the base salary increase, each eligible teacher will receive a choice of \$440 as a one-time stipend or \$500 as a one-time HSA contribution.

Placement of New Teachers

Typically, newly hired teachers will be paid \$45,000 if they do not have prior experience. Starting salaries will be adjusted based on years of experience and degree/education.

Despite the typical placement rules stated above, the Superintendent shall also have the discretion to place a newly hired teacher at a salary that is higher than the typical placement.

The following provision concerning supplemental payments is being included for informational purposes only and was not bargained.

According to Indiana Code 20-28-9-1.5(a), a school corporation is permitted to provide a supplemental payment to the (a) teacher(s) above the salary specified in the school corporation's compensation plan. For the 2023-24 school year, the School Corporation will make the following supplemental payments per Indiana Code 20-28-9-1.5(a):

1. To teachers who have earned a master's degree since July 1, 2017, while they are employed at Eastern Hancock when the Superintendent has determined in her/his sole discretion that the master's degree will provide a benefit to the School Corporation. When the Superintendent determines that a supplemental payment should be paid under Indiana Code 20-28-9-1.5(a), and the Board approves such supplemental payment, the teacher who has earned the master's degree will receive a one-time base salary increase of \$2,500.00. This may be provided on a prorated basis during the first year.
2. To teachers whose base salary increase under the 2023-24 Contract does not result in a total base salary commensurate with their current degree/education and years of teaching experience, the teacher will receive an additional base salary increase in such amount as is necessary to bring the teacher's 2023-24 total base salary to the level commensurate with their current degree/education and years of public school teaching experience.

D. Redistribution Provision

The salary increase for all teachers who do not get a salary increase because they were rated as ineffective or improvement necessary will be redistributed equally to all qualified staff as a one-time stipend.

E. Salary Range

The salary range for all full-time teachers before base salary increases are granted is \$40,000 to \$79,140.

F. Ancillary Duty Compensation.

The parties agree to the following ancillary duty compensation.

See the details below for ancillary duties information made a part hereof for the extra-curricular and co-curricular pay schedule.

Teachers performing the extra ancillary duties as determined by the school employer and provided herein will be paid a stipend in the amount(s) stipulated herein. The stipend includes pay for services rendered before school starts, during vacation periods, and after school closes. A teacher's performance of an extra ancillary duty assignment(s) shall be on a year-to-year basis at the sole discretion of the school employer.

Teachers performing the following extra ancillary duties, as determined by the building principal, will be paid at the following rates:

A Minimum of \$30.00 per ancillary duty/event:

<u>Ancillary Duties</u>	<u>Ancillary Event</u>
Public Address	Athletic Events
Timer	Vocal Music Programs
Scorer	Band Programs
Judge	Drama Productions
Proctor, Reader, Audio-Visual	Academic Competition
Concessions	Livestream Announcer
Ticket Handling	Class-Related Activity
Starter	Science Fair

A Minimum of \$30.00 per ancillary duty:

Student Supervision
After School Program

\$125.00 per day for the following ancillary duty: Professional development, curriculum development, and planning beyond the teacher's contracted days.

Properly licensed teachers who serve as substitute bus drivers or drive extracurricular trips will be compensated at the daily or hourly rate established for substitute bus drivers and extracurricular trips.

If at the suggestion of the School Corporation, a teacher forfeits his/her preparation planning time to teach additional classes, then the School Administration in its sole discretion may pay the teacher an ancillary duty stipend.

The stipend range will be determined in consideration of the individual teacher's hourly salary rate multiplied by the amount of time that is required for the additional duty. Other factors may be taken into account in determining the stipend amount, such as the nature of the additional duty taken on. For example, teaching an additional class would involve a greater commitment of time than a strictly supervisory duty that does not involve preparation or grading, so teaching an additional class will result in a higher stipend than a strictly supervisory duty.

G. Insurance Premium Holiday

The Corporation is a member of the East Central Indiana School Trust. If the Trustees of the East Central Indiana School Trust approve a premium holiday, where the school and employee don't have to pay a premium for a period of time, the premium credit shall be shared equitably between the Corporation and its employees who participate in medical coverage provided through the East Central Indiana School Trust. Specifically, the Corporation and each insured employee shall receive a credit toward the amount of premium payable for coverage under the health plan. The credit would be in the amount of the Corporation's or employee's normal contribution for that period.

H. Pay Schedule

This provision is intended to establish an alternative salary payment arrangement following Indiana Code 20-26-5-32.2. Teachers will be paid in 26 equal installments. The payroll schedule for the school year(s) covered by this Agreement is as follows:

Period Start	Period End	Pay Date
7/23/2023	8/5/2023	8/11/2023
8/6/2023	8/19/2023	8/25/2023
8/20/2023	9/2/2023	9/8/2023
9/3/2023	9/16/2023	9/22/2023
9/17/2023	9/30/2023	10/6/2023
10/1/2023	10/14/2023	10/20/2023
10/15/2023	10/28/2023	11/3/2023
10/29/2023	11/11/2023	11/17/2023
11/12/2023	11/25/2023	12/1/2023
11/26/2023	12/9/2023	12/15/2023
12/10/2023	12/23/2023	12/29/2023
12/24/2023	1/6/2024	1/12/2024
1/7/2024	1/20/2024	1/26/2024
1/21/2024	2/3/2024	2/9/2024
2/4/2024	2/17/2024	2/23/2024
2/18/2024	3/2/2024	3/8/2024
3/3/2024	3/16/2024	3/22/2024
3/17/2024	3/30/2024	4/5/2024
3/31/2024	4/13/2024	4/19/2024
4/14/2024	4/27/2024	5/3/2024
4/28/2024	5/11/2024	5/17/2024
5/12/2024	5/25/2024	5/31/2024
5/26/2024	6/8/2024	6/14/2024
6/9/2024	6/22/2024	6/28/2024
6/23/2024	7/6/2024	7/12/2024
7/7/2024	7/20/2024	7/26/2024

I. Non-Athletic Extracurricular/Ancillary Duty Salary

Academic Coaches		Drama	
High School Coordinator	\$702	High School Director	\$1,948
High School Math Coach	\$680	Assistant Director	\$702
High School Science Coach	\$680	Vocal Music	
High School English Coach	\$680	HS/MS Director	\$1,420
High School Fine Arts Coach	\$680	Instrumental Music	
High School Social Studies Coach	\$680	Band Director	\$3,755
Middle School Math Coach	\$423	Summer Band	\$2,597
Middle School Science Coach	\$423	Summer Band Assistant	\$900
Middle School English Coach	\$423	Band Instructional Support Assistant (2)*	\$514
Middle School Social Studies Coach	\$423	Summer High School Guard	\$1,738
Elementary Math Bowl	\$423	Summer Assistant Guard	\$900
Elementary Spell Bowl	\$423	Competitive Winter Guard Director	\$1,500
Middle School Spell Bowl	\$423	Percussion Director	\$500
High School Spell Bowl	\$423	Newspaper	
Elementary Science Bowl	\$423	High School	\$608
High School Robotics	\$1500	Organizations	
Middle School Robotics	\$1500	Senior Class Sponsor	\$779
Elementary Robotics	\$680	Junior Class Sponsor	\$1,039
Department Heads		Sophomore Class Sponsor	\$473
6-12 Content Coordinators (4)*	\$768	Freshman Class Sponsor	\$473
Standing Committee Members (8)*	\$768	FFA (2)*	\$2,598
6th Grade Team Leader	\$1,025	FFA Assistant Coach	\$1,500
7th Grade Team Leader	\$1,025	Student Council High School	\$1,215
8th Grade Team Leader	\$1,025	Student Council Middle School	\$498
Elementary Faculty Council (12)*	\$768	Student Council Elementary School	\$498
Elementary School Improvement Team (3)*	\$768	National Honor Society High School	\$702
HS School Improvement Team (2)*	\$768	National Honor Society Middle School	\$702
Yearbook		Other	
High School Sponsor	\$1,217	Summer Curriculum Writing	
Middle School Sponsor	\$632	K-12 (12)*	\$702
High Ability		HS/MS Full year class = 1 Stipend*	
District Coordinator	\$1,000	Semester Class = 1/2 Stipend*	
Building Coordinator (3)*	\$1,000	New Successful Club**	
EL Coordinator	\$2,000		\$423

* The number of positions was not bargained but has been included merely for informational purposes

**New clubs must meet criteria establish by administration

J. Athletic Extracurricular/Ancillary Duty Salary

Cross Country

Head Coach Varsity	\$2,922
Middle School Coach	\$1,526

Football

Head Coach Varsity	\$6,882
Assistant Head Coach	\$2,922
Assistant (3)*	\$2,206
8th Grade	\$2,112
7th Grade	\$2,112
7th/8th Grade Assistant Coach	\$2,112

Tennis

Varsity Boys	\$2,922
Assistant	\$2,112
Varsity Girls	\$2,922
Assistant	\$2,112
Middle School (2)	\$1,935

Basketball

Head Coach Varsity	\$6,882
Reserve Coach Boys	\$2,922
Freshman Boys	\$2,206
8th Grade Boys	\$2,112
7th Grade Boys	\$2,112
Head Varsity Girls	\$6,882
Reserve Coach Girls	\$2,922
Freshman Girls	\$2,206
8th Grade Girls	\$2,112
7th Grade Girls	\$2,112

Wrestling

Head Coach Varsity	\$3,896
Reserve Coach	\$2,112
Middle School	\$1,935

Swimming

High School Head Coach	\$2,922
Assistant Swim Coach	\$1,240
Middle School	\$1,526

Athletic Night Supervisor (3)* \$1,131

Livestream Development (2)* \$2,500

Track

Head Coach Varsity	\$3,001
Varsity Assistant (3)	\$2,839
Middle School Boys	\$1,935
Middle School Girls	\$1,935
Middle School Boys	\$1,935
Middle School Girls	\$1,935

Golf

Head Coach Varsity Boys	\$2,922
Head Coach Varsity Girls	\$2,922
Middle School (2)	\$843

Softball

Head Coach Varsity Girls	\$3,571
Reserve Coach	\$2,112
Middle School Softball	\$1,334
Middle School Softball	\$1,334

Bowling

Coach Co-ed	\$411
Boys Coach	\$411
Girls Coach	\$411

Baseball

Head Coach Varsity Boys	\$3,571
Reserve Coach	\$2,112
Middle School Baseball	\$1,334
Middle School Baseball	\$1,334

Volleyball

Head Coach Varsity Girls	\$3,571
Reserve Coach	\$2,112
8th Grade	\$1,935
7th Grade	\$1,935

Cheerleading

High School	\$2,597
Assistant Cheer MS/HS	\$1,000
Competitive Cheer	\$1,500
Middle School	\$976
Open Gym (3)*	\$2,597

Athletic Camps and/or Clinics

Coaches may be paid for camps and/or Clinics conducted for Eastern Hancock students in their sport. Fees will be charged for camps and payments will come from fees collected. All bills associated with the camp/clinic must first be paid out of collected funds. The remaining balance may be used to put money into the sport's ECA account or distributed to coaches who worked the camp/clinic. The funds will be distributed at the discretion of the Sport's Head Coach with the approval of the athletic director and building principal.

Additional Assistant Coaches

The school corporation may pay additional coaches from funds raised within each sport's ECA Account. Each additional coach must be board-approved. The stipend shall not exceed the lowest assistant coach stipend within that sport. Head Varsity coaches will inform the athletic director of this intention. Once duties have been successfully performed the Head Varsity coach will inform the athletic director who will in turn direct the ECA treasurer to submit payment to Central Office for processing.

ARTICLE IV SALARY AND WAGE-RELATED BENEFITS

A. Health Insurance

The school employer shall pay toward the cost of the optional insurance programs listed below for each full-time and part-time teacher employed under a regular contract and enrolled in the school corporation's group plan for that insurance program. Up to the amounts specified below shall be paid to such insurance company or companies as is determined and selected solely by the school employer with the teacher paying not less than one dollar (\$1.00) per year.

Maximum school employer payment per teacher:

<u>Single Membership</u>	<u>Family Membership</u>
\$7,372	\$15,201

B. Dental and Vision Insurance

A full-time teacher employed under a regular contract will have the option to obtain dental and vision insurance coverage. The teacher will be responsible for paying the cost of the dental and vision premiums.

C. Hospital, surgical, and medical care type insurance (and/or) an income protection policy

It is understood that increased contributions by the school employer toward hospital, surgical, and medical care type insurance shall be effective with the January anniversary date of the school corporation's group plan.

D. Section 125

Section 125 of the Internal Revenue Code, Generation I and Generation II is available to any member of the bargaining unit.

E. Life Insurance

The school employer shall provide term life insurance for death benefit with a double indemnity death benefit in case of accidental death in the amount of fifty thousand dollars (\$50,000) coverage for each full-time teacher employed under a regular contract.

F. Long-Term Disability Insurance

The school employer shall provide long-term disability insurance that provides a minimum benefit of sixty-six and two-thirds percent (66 2/3%) of salary to age sixty-five (65).

H. Paid Time Off (PTO)

Teachers will receive thirteen (13) paid time off (PTO) days per year, which will be able to be used as either sick leave or days to conduct personal business. All unused PTO days will roll over into the teacher's accumulated sick leave days to a total of one hundred eighty-five sick leave (184) days.

Application for a PTO day(s) shall be submitted through the School Corporation's applicable electronic program prior to the occurrence of such leave except during sickness or an emergency as determined by the Superintendent. PTO days may be taken at any time

upon approval by the building principal and the Office of the Superintendent. PTO day(s) will not be approved immediately preceding or following an extended weekend or a school break, except for emergency situations as determined by the Superintendent.

Teachers must provide a note from their doctor or request permission from the superintendent or designee if they want to take more than two consecutive PTO days.

Transfer of Unused Sick Leave Days from Prior Public School Employer

A newly hired teacher may transfer verified, unused sick days at a rate of 25% per year from their prior district over 4 years. Returning teachers' days will be transferred over based on years of service, prorated based on start date, and the formula described above.

I. Bereavement Leave

In the case of the death of a regularly employed teacher's spouse, child, expected child, or step-child the teacher is entitled to be absent without loss of compensation for a period extending ten (10) total school days. In the case of the death of any other person in the immediate family of a regularly employed teacher, the teacher is entitled to be absent without loss of compensation for not more than five (5) total school days for the purpose of attending the last burial rites, and attending to other personal matters of the immediate family member, provided, however, that said burial rites occur while said teacher is performing duties as assigned by the school employer under a valid teacher's contract; and that said burial rites do not occur during the time of absence, or sick leaves, or leaves for personal business, which may have been previously granted or approved by the school employer. Any other person who at the time of death was living as a member of the teacher's household will be considered a member of the immediate family.

In the case of the death of a person who is not an immediate family member of a regularly employed teacher but is another relative of the teacher, the teacher is entitled to be absent without loss of compensation for not more than two (2) total school days. These days may not be split and must be used consecutively unless otherwise approved by the Superintendent. The bereavement leave days granted herein may be used for the purpose of attending the last burial rites of the deceased relative; provided, however, that said burial rites occur while said teacher is performing duties assigned by the school employer under a valid teacher's contract; and that said burial rites do not occur during the time of absence or sick leaves, or leaves for personal business, which may have been previously granted or approved by the school employer. Examples of non-immediate family could include but are not limited to a spouse's grandparent, aunts, uncles, step-siblings, etc.

In the case of the death of a person who is not an immediate family member of the teacher but is a friend or colleague of the teacher, the teacher may request to take one day of funeral leave to attend the funeral of such person. The Superintendent has the sole discretion to grant or deny a request for funeral leave under this provision.

J. Adoption and Foster Care

Regulations for leave regarding adoption and foster care can be found in the FMLA policy and administrative guidelines, which are located on the corporation website.

K. Temporary Disability Leave

Upon application and approval by the school employer, a temporary disability leave of absence shall be granted to teachers of this school corporation on the following basis:

a. Application of Provisions

- i. This provision shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration, including major surgery.
- ii. In case of a temporary disability caused by pregnancy, said teacher is entitled to leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, provided said teacher submits with the timely notice provided herein, a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. If said teacher elects to utilize her sick leave under the provisions of Paragraph C (2) herein, and said sick leave is exhausted, during her temporary disability caused by pregnancy, said teacher may be absent without pay subject to all other provisions contained herein.

b. Notification

After determining that such leave is imminent, the teacher shall give timely notice to the Office of the Superintendent, in writing, of the anticipated date he wishes to commence said leave of absence and the anticipated date of return.

c. General Provisions Covering Said Leaves Are As Follows:

- i. If said teacher desires to continue his duty assignment prior to the commencement of said leave, such notice must include a written statement from his physician attesting to the teacher's ability to continue performing the full schedule of the duties and responsibilities of his position and assignments. Said teacher will be permitted to continue on full active duty until such date, provided he does perform the full duties and responsibilities of his position and assignments and provides from time to time upon request of the school employer, additional certification from his physician of his full ability to continue performing the full schedule of the duties and responsibilities of his position and assignments.
- ii. Said teacher may elect to utilize his accumulated sick leave during his period of temporary physical disability provided a physician's statement and certification of physical disability is submitted to the Office of the Superintendent for any said temporary disability absence of more than (10) consecutive days. While on said leave, sick leave days will be paid for the number of assigned duty days the teacher is absent for which a physician certifies said teacher to be physically disabled, limited to the extent of the number of sick leave days accumulated by the teacher at the time said leave commences.

Additional statements of certification by a physician of the temporary physical disability of said teacher may be required by the school employer, except for temporary disability caused by pregnancy, for said disability which exceeds a duration of twenty (20) consecutive days. In all cases, the school employer reserves the right to require a second examination by a school employer-appointed physician(s) to determine a teacher's fitness for duty.

1. to continue performing the full schedule of the duties and responsibilities of his position and assignments, and/or
2. to return to employment and resume the full performance of the duties and responsibilities to which he may be assigned.

In the case of a conflict of physician's reports, the corporation may require a third

physician's examination and report. The cost of such examination(s) shall be borne by the school employer.

No leave under this provision shall be granted for a period exceeding one (1) year.

K. Jury Duty

A teacher called for grand or petit jury duty shall, during the required period of absence from assigned duty by the school employer, be paid a full regular salary less the total amount of per diem allowance earned by such teacher for jury duty.

L. Sabbatical or Study Leave.

A teacher may apply to the school employer for a temporary leave of absence without pay for a period of up to one (1) year.

A sabbatical or study leave of absence may only be granted to a teacher after six (6) years of teaching service in this school corporation. The approval of a sabbatical, study, civic affairs, adoptive, or immediate family illness leave of absence is not subject to the grievance procedure.

M. Catastrophic Injury and Illness Bank

a. Eligible Participants

Full-time certificated employees under contract to the school corporation.

b. Structure

Teachers may contribute up to 5 total days per year, and may contribute up to 3 days per catastrophic incident. Teachers may request up to 30 days per catastrophic incident.

c. Catastrophic Injury and Illness Bank Committee

The Teacher's Association shall be the administering agent of the Catastrophic Injury and Illness Bank. A Catastrophic Injury and Illness Bank Committee shall be formed to annually assist the teachers' association in administering the Catastrophic Injury and Illness Bank. This committee shall consist of any person(s) appointed by the Teachers' Association as well as the superintendent or designee.

d. Use of Catastrophic Injury and Illness Bank

- i. To be eligible for use of days from the Catastrophic Injury and Illness Bank, a certificated employee or member of said employee's immediate family or said employee's authorized designee, if said employee has no immediate family, shall make written application to the Catastrophic Injury and Illness Bank Committee for leave under this provision, and said application shall be accompanied by a physician's certificate stating the nature, possible length of absence, and prognosis of the employee or immediate family member's condition. "Immediate family" for purposes of this provision, shall be interpreted as including spouse, dependent children, parents, and any other relative residing in the home of the employee at the time of incapacitation. Other relatives may be included at the discretion of the Catastrophic Injury and Illness Bank Committee.
- ii. The certificated employee so incapacitated must have exhausted all sick leave and personal business leave and any accumulation of such leaves before the use of

Catastrophic Injury and Illness Bank benefits.

- iii. The Catastrophic Injury and Illness Bank Committee shall, once requisites set forth herein above are met by any applicant, review each case on its merits, and its decision will be final.
- iv. Each certificated employee may apply and be entitled to use up to thirty (30) school days per school year from the Catastrophic Injury and Illness Bank.
- v. Certificated employees who are absent because of leave granted by the school employer for a reason(s) of maternity/childbirth that is not due to a medical condition of the teacher on such leave, shall not be eligible for Catastrophic Injury and Illness Bank benefits while on such leave, and for such purposes.

N. School Event Passes

The school employer will provide each certificated school employee's family two (2) passes to all school-sponsored athletic events.

O. Other Continuing Education Tuition Payment

Continuing education tuition payments by the school corporation may be permitted if the Superintendent approves the master's degree program and teacher's plan for degree completion. All proposed plans are at the discretion of the Superintendent to approve or deny, and participation will be granted in the order plans are received until no funds remain for the program. There will be no payment approved if the teacher is getting the tuition for free. If a teacher discontinues or pauses the degree program (such as taking a semester off), that teacher's program participation will be paused and the request for payment will be processed *following* the requests from teachers *actively* pursuing a degree. The Superintendent will no longer approve requests/plans when funds have been exhausted, and it is understood that the program may, therefore, be discontinued at any time. If a teacher resigns (including retirement) from the school corporation within 4 years of completion of the degree, the teacher will be required to reimburse the school corporation for the tuition paid, at the following rates:

- within 1 year of degree completion=100% of total payment by the school corporation
- 1-2 years of degree completion=75% of total payment
- 2-3 years of degree completion=50%
- 3-4 years of degree completion=25%

P. 403(b) Match

Eastern Hancock School Corporation agrees to establish a qualified IRS CODE SECTION 401 (a) with a vendor of the Board's choosing and a 403(b) PLAN for certified employees. To participate in the 401(a) Matching Plan an employee must contribute at least 2.00% of their salary to their 403(b) Plan to qualify for the employee match. The funds in the 401(a) plan shall be vested according to the following schedule:

<u>Years of Participation</u>	<u>Percent Vested</u>
1 years	0%
2 years	0%
3 years	50%
4 Years	50%
5 years	100%

ARTICLE V TERM AND GENERAL PROVISIONS

This Contract shall be effective from July 1, 2023 to June 30, 2024, except that provisions regarding leaves shall continue through June 30, 2023.

This Contract supersedes and cancels all previous contracts or agreements, oral or written or based on alleged past practices, between the school employer and the association and institutes the entire agreement between the parties. Any amendment or agreement, supplemental hereto, shall not be binding upon either party unless agreed to and executed in writing by the parties hereto.

If any article or section of this Contract or of any rider thereto shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with and enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

The parties acknowledge that during the bargaining that resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the school employer and the association, for the life of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they bargained or signed this Contract.

The school employer construes and the association recognizes the specific, express provisions of this Contract as constituting limitations and being the only limitations upon the school employer’s right, power, authority, duties, and responsibilities to manage and direct the operations and activities of this school corporation to the full extent authorized by law.

This Contract made and entered into at Charlottesville, Indiana, on this 13th day of November 2023 by and between the Board of School Trustees of the Community School Corporation of Eastern Hancock County, County of Hancock, State of Indiana, party of the first part, heretofore referred to as the “school employer” and the Eastern Hancock Educators Association, party of the second part, heretofore referred to as the “association.”

The undersigned attest to the following:

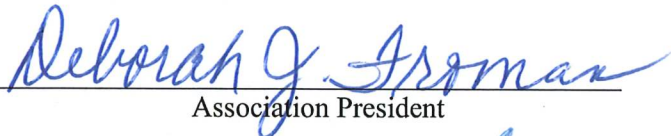
1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on September 11, 2023, and electronic participation from the parties and/or public was not permitted; and
2. A public meeting in compliance with I.C. § 20-29-6-19 was held on October 16, 2023, to discuss the tentative agreement and electronic participation from the governing body and/or the public was not permitted.

BOARD OF SCHOOL TRUSTEES OF THE
COMMUNITY SCHOOL CORPORATION
OF EASTERN HANCOCK COUNTY


EASTERN HANCOCK
EDUCATORS ASSOCIATION



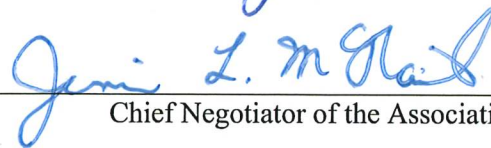
Board President



Association President



Chief Negotiator of the Employer



Chief Negotiator of the Association



Board Secretary

EH Educators Association Ratification Date 11-1-23
EH Board Ratification Date 11/13/2023