

CONTRACT AND AGREEMENT
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
OF THE
CARROLL CONSOLIDATED SCHOOL CORPORATION
AND
CARROLL EDUCATION ASSOCIATION

THIS CONTRACT AND AGREEMENT ENTERED INTO THIS 27 DAY OF SEPTEMBER, 2016, BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE CARROLL CONSOLIDATED SCHOOL CORPORATION, HEREINAFTER CALLED “BOARD” AND THE CARROLL EDUCATION ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE “ASSOCIATION.”

Final for approval 9-27-16

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ARTICLE I - Recognition

- A. **Recognition Statement.** The Board hereby recognizes the Carroll Education Association as the exclusive representative of all teachers in the School Corporation for subjects of bargaining under IC 20-29-6-4.
- B. **Definitions.**
1. The term “teacher” when used in this contract shall refer to all certificated personnel employed by the Board, including any teacher who is on leave pursuant to the provisions of this Agreement, except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, and Athletic Director.
 2. The term “Board” and “Association” shall include authorized officers, representatives, and agents.
 3. The term “School Corporation” when used in this contract, shall refer to the Carroll Consolidated School Corporation of the County of Carroll of the State of Indiana.

ARTICLE II - Agreement Procedures

- A. **Entire Agreement Clause.** This contract supersedes and cancels all previous agreements whether verbal or written between the School Corporation and the Association, as well as any alleged past practices of the School Corporation and this contract constitutes the entire agreement between the parties.
- B. **Supremacy Provision.** The parties agree that this contract shall supersede any rules, regulations, policies or practices of the Board, which would be contradictory or inconsistent with the terms of this contract. Any individual contracts between the Board and an individual member of the bargaining unit shall be made subject to this contract.
- C. **Amendment to Contract.** Any amendment or agreement adding to, subtracting from, or supplemental to, this contract shall not be binding upon either party unless it is executed in writing by each of the parties hereto.
- D. **Severability Clause.** If any provisions of this contract or any application of this contract to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. **Future Negotiations Clause.** Both parties agree and understand that there are certain items contained in this contract which the Board maintains it has no statutory obligation to negotiate. By placing such items in this contract, the Board does not waive its rights and contentions that such items need not be negotiated by the Board in future negotiations. The Board does, however recognize that it would be in the best interest of both parties to reach agreement in certain of these areas and consequently make them subject to the grievance procedure for the duration of this contract.

ARTICLE III - Compensation, Expenses, and Benefits

A. **Compensation.** The Compensation model is provided as Appendix A.

1. Any pay increases pursuant to this Contract shall align with the Compensation Model as set forth on Appendix A.
2. A teacher who has been rated “ineffective” or “needs improvement” and accordingly did not receive any increase in salary under the requirements of IC 20-28-9-1.5(c) may file a request to meet with the Superintendent or the Superintendent’s designee within five (5) days of receiving notice that the teacher received a rating of “ineffective” or “needs improvement”. The teacher is entitled to a private conference with the Superintendent or the Superintendent’s designee.
4. Definition of Experience. For new hires, experience shall be defined as the years in which a teacher worked 120 days or more in an accredited Indiana public or private school. The teacher shall provide written verification of those years of experience at a school not participating in the Indiana Public Retirement System.

B. **Stipend.** A teacher rated ineffective or improvement necessary under Indiana Code 20-28-11.5 may not receive any raise or stipend.

C. **Contribution to Indiana State Teacher Retirement Fund.** The Board shall contribute three percent (3%) to the Indiana State Teacher Retirement Fund on behalf of each teacher. Individual teacher contract shall be based on a salary that does not include the contribution to the retirement fund. Notwithstanding the salary schedule contained herein the Board may place a teacher at a level on the salary schedule commensurate with this/her training and experience as related to his/her teacher assignment.

D. **Negotiated extracurricular paid activities.** The pay for certain negotiated extracurricular activities during the terms of this Agreement shall be as set forth in Appendix D attached hereto. The parties understand that the provisions of this paragraph in no way limits the payment for and the establishment of other extracurricular activities not designated in Appendix D, provided, however, prior to the establishment of the payment for an extracurricular activity not designed in Appendix D but which is established during the term of this contract, the Board shall discuss the amount of such payment with the Association, but the Board shall not, prior to the establishment of the pay for such position, be obligated to reach an agreement with the Association on what the payment should be.

1. The parties further understand that the Board retains its sole authority to hire, promote, transfer, retain or remove any person from any or to any position for which additional compensation is paid.

E. **Car Allowance.** A teacher who is not provided a car by the School Corporation and who is assigned by a designee of the Board in writing to use his/her own automobile in pursuant of assigned school duties (excluding extracurricular assignments) shall be reimbursed at the rate per mile authorized by the Internal Revenue Service for expense deductions as of January 1, of the current calendar year in which said mileage is incurred.

F. Payment of Salary and Pay Days.

1. **School Year Pay Schedule.** All teachers shall be paid on a twenty-six (26) pay schedule for a school year. The twenty-six (26) pay schedule will begin August 26, 2016, and be paid in equal amounts over twenty-six consecutive pays. Employees will be paid through electronic deposit every other Friday. It is understood that every seven (7) years, teachers will have one three week pay gap. In the event that payday Friday is a federal holiday, money will be deposited on the last banking day prior to the regularly scheduled payday
2. **Pay Schedule.** All teachers employed during the summer under supplemental contract will be paid on the regular corporation payroll dates.

G. Health Insurance. Effective September 30, 2013, Health Insurance will have four available enrollment levels, with the following contributions by the Corporation:

- | | |
|---|-------------|
| A. Single Plan | \$4,262.00 |
| B. 2 Single Plans - Married teachers, each enrolled in a single plan, contribution by Corporation for each teacher, available ONLY to currently married teachers, both of whom are employed by Carroll Consolidated School Corporation on January 23, 2007 | \$4,914.41 |
| C. Family plan | \$9,000.00 |
| D. Family plan - Married teachers, with at least one dependent child currently eligible under the policy, available ONLY to teachers eligible for this plan on January 23, 2007 | \$12,868.42 |
| E. Married teachers in the level "D" plan will receive Corporation contribution at the "B" level when there are only two covered persons (no additional eligible dependents), effective thirty (30) days after notification by the insurance company of the change in status. Married teachers in the level "D" plan will be eligible to enroll in 2 single plans at that time. | |
| 1. The teacher electing to be covered by the hospitalization insurance may select either the single plan or the family plan or the family plan, and shall pay any necessary differences for the premium, and if no difference exists, shall pay at least one dollar (\$1.00) toward the cost. | |

For all new members added to the plan there will be an elibility period as provided by the Affordable Care Act and the Corporation-provided insurance.

H. Vision Insurance. The School Corporation will contribute up to \$110.24 per employee to be applied toward vision insurance.

- I. **Dental Insurance.** The School Corporation and the Association shall convene a committee to discuss the feasibility of offering a dental plan to teachers and make recommendations to the parties before the conclusion of the 2016-2017 school year. These recommendations shall be non-binding.
- J. **Life Insurance.** The School Corporation shall provide \$50,000 of group term insurance per teacher per year with double indemnity in the event of accidental death. The insurance shall be payable to the teacher's designated beneficiary.
1. Each teacher shall contribute at least \$1.00 toward the cost of such insurance.
 2. The Board shall select the carrier to provide the insurance.
 3. Group Term Paid Up Life Insurance will be provide only to members of the bargaining unit who retired before July 1, 2015, as provided by the Amendatory Contract between the parties with an effective date of January 1, 2015.
- K. **Credit Union.** Board agrees to make payroll deductions for credit union if and when Carroll employees and teachers are accepted into the union and 30% of the teachers sign up.
- L. **Tax Sheltered Annuity.** Board agrees to make payroll deductions for a tax sheltered annuity program for teachers.
1. Deductions for a tax sheltered annuity requires the teacher's agent to bring an "Amendment to Employment Contract" properly completed, to the Superintendent's Office no later than the second Friday in August of each school year.
 2. A teacher shall be limited to two (2) tax sheltered plans which must be with one of the Corporation- approved companies for payroll deductions.
 - a. A company will be approved if six (6), or more employees want to participate in its sheltered plan.
 - b. A late enrollment for individuals employed after the second Friday in August may be completed by December 31 of that current school year.
- M. **Health Insurance After Retirement.** All teachers who retire from the Carroll Consolidated School Corporation shall have the option of continuing the group health insurance at their own expense until they reach the age of sixty-five years old.
- N. **Long Term Disability Plan.** The Board shall provide all teachers with an income protection plan providing the disability benefits stated below:
1. Accident and/or sickness income benefits shall begin on the ninety-first (91st) day of total disability or illness and shall continue until the teacher reaches the age of sixty-five (65) for any one continuous period of illness or disability. Monthly benefits shall be sixty-six and two-thirds percent (66-2/3%) of the teacher's monthly salary from the Board. The maximum payable benefit to the teacher shall be three thousand dollars (\$3,000.00) per month.

2. The income protection plan shall be a standard program subject to the normal restrictions of the carrier. The program shall also include a survivor benefit, medical, premium waiver benefit, a full cost of living adjustment.
3. The Board shall pay all except one dollar (\$1.00) of the premium for each teacher covered by the plan.
4. The carrier for the group income protection plan shall be mutually agreeable to the association and the Board.

O. **Section 125 Plan.** The school corporation will make available to employees a Section 125 plan. The vendor will be selected pursuant to the procedure outlined for Wellness Benefits.

P. **Section 403(b) Retirement Plan.** The Board also shall establish and maintain a Section 403(b) Annuity Plan (“403(b)”) for all certified employees. The Section 403(b) Plan shall include provisions for pre-tax salary reduction contributions by the employee. If the employee contributes at least 1 1/2% of salary to the Plan, the Board will match 3/4% of the employee salary to the Plan.

1. The Board shall deposit employer contributions for each teacher into the Section 403(b) Plan designated by each teacher. Such deposits will be made on a monthly basis.
2. School employees will have the option of continuing to invest their dollars in tax-deferred annuities for which money is already being deducted from the employee’s salary or the tax-deferred annuity offered by a selected vendor. Such contributions shall be counted by the Board for purposes of the certified employee’s required matching contribution. Vendors will be selected using the procedure in Article VI, Section L, up to a maximum of six (6) vendors.
3. Employer contributions made on behalf of the employee shall immediately vest with the employee.
4. In the event of death of the employee, all benefits shall be paid to the beneficiary named by the employee on the employee corporation life insurance policy.

Q. New Teachers Employed At Carroll

All first (1st) year teachers employed by Carroll Consolidated School Corporation will be required to attend two (2) days of in-service prior to the beginning of the regular teaching contract. Reimbursement for this in-service will be at the teacher’s daily rate. All other teachers new to the corporation will be required to attend one (1) day of in-service prior to the beginning of the regular teaching contract. Reimbursement for this in-service will be at the teacher’s daily rate.

1. Each new teacher to the School Corporation will be assigned a mentor teacher to help the new teacher acclimate to the School administration and corporate culture. The mentor will be paid six hundred dollars (\$600) per teacher mentored. Mentors will be assigned or approved by the Building Principal or Superintendent.

R. Hours Beyond The Regular School Day

Teachers can be required to attend meetings called by the administration. The limit with no additional compensation shall be 15 hours per year. Any time beyond the 15 hours shall be approved by the building principal and the superintendent prior to accrual and shall be paid at that teacher's daily rate. The principal shall track the hours for each teacher.

S. Compensation For Hours Beyond The Regular Contract Year.

Corporation-approved training outside the contractual year shall be compensated at the teacher's daily rate.

T. Extended Contracts

Teachers on extended contracts will be paid at a per diem rate.

U. Summer School Compensation

Summer school compensation shall be determined by using the following formula: the number of days summer school will be offered multiplied by the number of hours for one day of summer school. Divide that number by six (6) and multiply that figure by the teacher's daily rate.

V. Benefits for Employees Working Less Than Full Time. For teachers working less than full time but more than or equal to half time, the School Corporation's obligation to make a contribution towards insurance premium costs shall be as listed elsewhere in this section. For teachers working less than half time, the School Corporation's contribution towards medical, vision, and dental insurance premium costs shall be made on a pro rata basis equivalent to the fraction of the day or contractual year in which they work.

W. Athletic Pass. Teachers shall receive a single athletic pass at no cost. In order to receive a family athletic pass at no cost, teachers must work three events as an ancillary duty.

ARTICLE IV - Leaves

A. Sick Leave. Each full time teacher employed under contract shall be entitled to be absent from work on account of personal illness or quarantine for a total of ten (10) days the first year of employment and seven (7) days in each succeeding year without loss of compensation; provided, however, each full time teacher who has received a contract for employment for the sixth consecutive year in the School Corporation shall be entitled to ten (10) days sick leave for such year and each year thereafter.

1. If in any one school year the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulative to a total of one hundred fifty four (154) days.
2. A teacher employed under regular contract for less than one hundred twenty (120) days shall be entitled to a proportionate number of days of sick leave and unused days will accumulate as specified in this paragraph A.

3. Teachers on summer employment shall be eligible to use sick or personal leave on the same basis as is used during the regular school year.
 4. Family Illness Days: Eight days (8) from a teacher's accumulated sick days may be used for family illness upon notification of immediate supervisor. After using these eight days (8) a teacher may appeal to the superintendent for use of additional accumulated personal illness days. (Family is defined as: teacher's spouse, teacher's or spouse's child, step-child, parent, step-parent, grandparent, grandchild, sibling or a person living in the teacher's home as a dependent.)
 5. Sick leave days accumulated to a teacher prior to a non-paid leave of absence and not otherwise used shall be credited to a teacher upon return.
 6. Teachers on a summer supplemental contract will be able to use sick leave, personal leave, bereavement, or family sick leave on the same basis as it is used during the regular school year.
- B. Bereavement Leave.** In the case of death in the immediate family of a regularly employed teacher, the teacher is entitled to be absent without loss of compensation for a period extending not more than five (5) work days. Leave time may commence the day of or day after notice of family death and allowed leave time may be divided between two intervals, but all leave must be taken within six (6) months of the notice of death. Immediate family for purposes of Bereavement Leave shall mean spouse, parent, step-parent, brother, sister, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchild, step child, step-sibling, or other dependent residing in the teacher's home.
2. In the case of death of a aunt, uncle, nephew, niece, cousin, grandparents of a spouse, or spouse's aunts, uncles and cousins, the teacher shall be entitled to be absent up to two (2) consecutive days without loss of compensation for attendance at the funeral.
- C. Personal Leave.** Each full time teacher employed under contract shall be entitled to three (3) days of absence per school year without loss of pay for emergency, the transaction of personal business and/or the conduct of personal or civic affairs. A teacher shall be allowed to carry over to the next school year up to two (2) unused personal days from the previous school year. Any other unused personal days shall be transferred to accumulated sick leave at the end of the school year. No more than two (2) personal days shall be taken consecutively without permission from the Superintendent.
1. Teachers shall have the option to take personal leave in one-half (1/2) day or full day increments. Notification of personal leave shall be made to the principal no later than the day prior to the use of such leave, provided, however, in the event of an emergency, notification shall be made to the principal as soon as possible. Personal leave should not be used exclusively to extend holiday or recess periods scheduled in the school calendar. "Emergency" for purposes of this paragraph shall mean the occurrence of a situation or condition which is not anticipated.
- D. Adoption Leave.** A teacher, who during the term of the contract legally adopts a child under the age of five (5) years, may request and will receive adoption leave, without pay, for a period not to exceed one (1) school year.

- E. **Jury Duty.** A teacher called for grand or petit jury duty shall, during the required period of absence from assigned duty by the Board, be paid full regular salary less the total amount of per diem allowance earned by such teacher for jury duty.
- F. **Court Leave.** A teacher, subpoenaed to appear as a witness or required to appear as a defendant in court resulting from activities relating to the teacher's employment with the School Corporation, shall receive during the required period of absence from assigned duty, his full regular salary. A teacher subpoenaed to appear as a witness before any administrative board with subpoena powers, or required to appear as a party to any action or charge filed by the School Board resulting from activities relating to the teacher's employment with the School Corporation, shall receive during the required period of absence from assigned duty, his full regular salary.
- G. **Sabbatical Leave.** Sabbatical leave without pay for study, travel or research may be granted by the Board to the first two teachers who apply prior to May 1 preceding the school year in which such leave will occur, and who have completed seven (7) years of service in the School Corporation. Such leave, if granted, shall be granted for one (1) semester or one (1) full school year as requested.
- H. **Study Leave.** The Board may grant a one (1) year leave of absence without pay upon application of a teacher for the purpose of full time advanced study. The purpose of such advanced study shall be one which has direct benefit to the School Corporation and shall meet the approval of the Superintendent and Board. Application for such leave must be made to the Office of the Superintendent not later than July 1, preceding the requested year of absence.
- I. **Political Leave.** If a teacher is elected to the State Legislature (House of Representatives or Senate) the teacher shall be granted a leave of absence without pay for a period of time to enable the teacher to serve the office to which he was elected.
- J. **Child Birth Leave.**
1. **Maximum Leave.** A teacher who is pregnant shall be entitled upon request to a leave of absence for a period commencing at the time a physician certified pregnancy through the following period of time after the birth of the child:
 - a. If birth occurs during the first semester of school, the maximum entitlement shall extend to the end of the first semester of the next school year.
 - b. If birth occurs during the second semester of school, the maximum entitlement shall extend to the end of the second semester of the next school year (beginning of the second school year after the school year in which the leave of absence is taken).
 - c. If the birth occurs during the summer months between school years, the maximum entitlement shall be for one full school year.
 - d. When a child is born, the non-birthing parent shall be granted family leave as allowed by FMLA.

2. **Minimum Leave.** The leave shall begin no later than the date the teacher and the teacher's attending physician determine and shall end no earlier than at a time the teacher and teacher's attending physician determine, subject to the provisions of sub-paragraphs 1 and 3 of this Paragraph J.

3. **Pregnancy and Child Care Leave.** Teachers should make an effort to commence the leave at the end of a grading period and shall terminate the leave and return to teaching in the School Corporation at the beginning of a semester within the limits of sub-paragraph 1 of the Paragraph J. Except in the case of emergency, the teacher shall notify the Superintendent in writing of the intention to take such leave at least thirty (30) days prior to the date on which the leave is to begin; such notice shall also state the time of intended return to teaching.

4. **Use of Sick Leave.** Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated, but shall be required, at the option of the School Corporation, to present a doctor's certificate of disability and personal physical inability to teach to justify such use of accumulated sick leave days. Such use of sick leave shall be limited to the teacher's personal disabilities directly related to the birth of the child.

K. Sick Leave Bank

1. **Intent.** The intent of Sick Leave Bank is to provide extended sick leave to those members of the Sick Leave Bank who incur a period of prolonged illness or hospitalization.
2. **Membership.** Membership in the Sick Leave Bank is available to all eligible certified employees whose positions require a signed teacher contract with the Corporation.
3. **Enrollment.** Each teacher wanting to enroll in the Sick Leave Bank will donate two (2) days of his/her credited sick leave to the Bank at the beginning of the school year. New teachers or teachers re-joining the Sick Leave Bank will donate two (2) days upon enrollment.
4. **Change in Enrollment.** Enrollment or withdrawal from the Sick Leave Bank is permitted only upon new hire, termination of employment with the Corporation or at the beginning of each school year.
5. **Eligibility.** To be eligible for use of days from the Sick Leave Bank, the applicant must meet the following criteria:
 - a. The applicant must have used his/her personal days and all but two (2) of his/her sick days.
 - b. The applicant shall have been absent due to illness or hospitalization at least five (5) consecutive school days.
 - c. Use of days from the Sick Leave Bank is not intended to provide or extend paid days for elective (non-health-related) medical procedure or pregnancy-related illness or leave unless there are medical complications as a result of the pregnancy or elective procedure.

6. **Retroactive Application.** After the applicant has been approved for use of days from the Sick Leave Bank, he/she will receive retroactive pay for the initial five (5) required days as per 5b.
 7. **Ineligible Upon Receipt of Benefit from Long Term Disability.** A teachers is only eligible for Sick Leave Bank days until the teacher begins receiving benefits from long-term disability insurance.
 8. **Contributed Days Are Not Returnable.** A person withdrawing from membership with the Sick Bank will not be able to withdraw the day(s) he/she had contributed to the Sick Leave Bank.
 9. **When Additional Days Are Contributed.** Contributions of additional days from Sick Leave Bank members will not be required as long as the number of days in the Sick Leave Bank remains above ninety (90) days.
 - a. If the number of days in the Sick Leave Bank falls below ninety (90) days participating teachers will be required to contribute additional days until at least ninety (90) days are accumulated.
 - b. The maximum number of days in the Sick Leave Bank will be one hundred eighty (180), except for mandatory days added as the result of new hires or re-enrollees.
 - c. Upon retirement or termination of employment, a participating teacher may donate up to ten (10) days of his/her accumulated Sick Leave, provided the maximum number of days in the Sick Leave Bank has not been reached.
 10. **Sick Leave Bank Committee.** A committee, comprised of two (2) teachers and two (2) administrators, shall administer the Sick Leave Bank.
 - a. Applicants shall use the approved application form when requesting days from the Sick Leave Bank.
 - b. Applications forms for Sick Leave Bank days may be obtained from the Corporation office.
 - c. A committee member must withdraw from service on the committee before applying for days from the Sick Leave Bank.
 11. **Notification of Number of Available Days.** The Corporation office shall notify the Association annually of the current number of days in the Sick Leave Bank and the number of staff members who have joined the Sick Leave Bank.
- L. **Association Leave.** The school board shall grant the president of the association /two (2) days a year to conduct association business. The president shall inform the building principal of the need to take an association leave day three (3) days in advance unless there is a mutual agreement to waive the advance notice period. The association shall reimburse the school board for hiring of the president's substitute. The association agrees to pay the substitute rate being paid at the time that the association day was taken.

M. Additional Teaching Background Leave. The Board may grant a one (1) year leave of absence without pay upon application of a teacher for the purpose of participating full-time in exchange teaching programs in other states, territories, or countries, foreign or military teaching programs; the peace corps, teachers' job corps, or volunteers in service to America. The purpose of such teaching shall be one which has direct benefit to the School Corporation and shall meet the approval of the Superintendent and Board. Application for such leave must be made to the Office of the Superintendent not later than May 1, preceding the requested year of absence.

N. General Provisions.

1. **Returning from Leaves of Absences.** A teacher returning from a leave of absence shall be given a position in the school system, which is keeping with his/her certification requirement.
2. **Continuation of Insurance.** A teacher on leave may continue in full force and effect any insurance program provided, however, such teacher pays the insurance premium.

O. Military Leave.

Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Teachers who are called for military service will be granted military leave consistent with federal and state requirements. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system up to a maximum of four (4) years. The teacher shall have up to sixty (60) days after release from active duty to notify the board of his/her intention to return.

P. Compensation For Work Related Loss And/Or Injury

1. The board shall provide each teacher with compensation for on-the-job injuries consistent with the terms of the Indiana worker's compensation act, as from time to time amended. The board will provide a teacher with this compensation as follows:
 - a. Payment of medical costs incurred as a result of an on-the-job injury.
 - b. Compensation for loss of, or permanent impairment of, a part or parts of the body.

- c. Compensation for loss of employment due to an on-the-job injury. Teachers will be subject to a seven (7) day waiting period before any such compensation payments are issued. A teacher must transmit to the School Corporation any payments by the teacher from the School Corporation's worker's compensation insurance carrier during the period in which the teacher remains eligible for sick leave. The School Corporation will charge absences from work against the teacher's accumulated sick leave only with respect to that part of the absence for which the teacher has received compensation directly from the School Corporation. The School Corporation shall round off any days charged against accumulated sick leave to the nearest half-day. In all cases covered by the above stated procedure, the teacher must endorse any worker's compensation check which they receive and deliver it to the central office.

Q. Family And Medical Leave Act

A teacher is eligible for benefits while on a medical leave of absence pursuant to the family and medical leave act.

R. Unpaid Leave.

The School Corporation may, at its discretion, approve unpaid leaves of up to one year. Approval will be on a case by case basis. Application for all such leaves shall be submitted to the Superintendent, who shall submit the request to the Board. The School Corporation shall not make any contributions toward the premium costs of health insurance, vision insurance, dental insurance, life insurance, or long term disability insurance for the period of an unpaid leave. Should a teacher wish to retain these insurance coverages during an unpaid leave, the teacher shall be responsible for making 100% of the premium payment.

ARTICLE V - Grievance Procedure

A. Definitions.

1. A "grievance" is an alleged violation claimed misinterpretation or claimed misapplication of a specific article or section of this Agreement.
2. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit.
3. The term "day" when used in this Article shall mean teacher days (as that term is used in the school calendar). During the summer recess, the term shall mean weekdays (Monday through Friday).

B. Purpose, Grievant and Representation. An individual teacher, or group of teachers, may present a grievance and may do so through the exclusive representative, and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance machinery. The adjustment of all grievances shall not be inconsistent with the terms of this contract.

The purpose of this grievance procedure is to settle, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violations, misapplication, or misinterpretation of the provisions of this contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed to present any individual teacher from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this contract, and the Association has been given an opportunity to be present at such adjustment meetings.

C. Procedure.

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

1. The teacher may approach the building principal concerned and discuss the matter in his own behalf.
2. The teacher may be accompanied by a representative of the Association and in such case the building supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which time the representative is to be present.

Step Two: In the event the grievance is not resolved in step one within two (2) days after the grievance is presented to the building principal, the grievant may file a formal grievance in writing with the building principal on the form shown in Appendix "C".

1. The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant and the building principal and the school central office.
2. The grievance shall: (1) name the teachers or class of teachers involved, (2) state the facts giving rise to the grievance, to have been violated or misinterpreted. (3) state the contention of the grievant with respect to the grievance, (4) indicate the specific relief requested, and (5) be signed by the grievant(s) or the Association.
3. The form of grievance should be filed as soon as possible, but any grievance not presented in writing in Step Two within twenty five (25) days of the time the grievant knew, or reasonably should have known, of the grievance shall be deemed waived and shall not be processed.
4. The teacher may request a meeting with the building principal and the Association representative may accompany the grievant. In any event, within five (5) days after receiving the written grievance, the building principal shall communicate his answer in writing to the grievant and the Association representative and said answer shall be attached to the grievant.

Step Three:

1. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of the receipt of the building principal's answer, appeal to the superintendent, or his designee, by filing the grievance and the principal's answer, if desired, with the Office

of the Superintendent, which shall receipt therefore. Any such response by the grievant shall be attached to the grievance.

2. The teacher may request a meeting with the Superintendent, or his designated representative may accompany the grievant. The Superintendent, or his designated representative, shall give the teacher an answer in writing no later than ten (10) days after receipt of the written grievance properly filed with the Office of the Superintendent. Such answer shall be attached to the grievance.

Step Four: Within 5 days after receipt of the decision in Step Three, the teacher may request a meeting with the Board and the Association representative may accompany the grievant. The Board or their designated representative shall give the teacher an answer in writing no later than 15 days after receipt of the written grievance properly filed with the Board. Such answer shall be attached to the grievance.

Step Five: Within twenty (20) days after receipt of the decision in Step Four if any, the Association, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association, pursuant to the following procedure:

1. The two (2) parties, the School Board and the Association, shall attempt to select an arbitrator by mutual agreement. If the two (2) parties cannot agree on the arbitrator, or a method of selecting an arbitrator, within ten (10) calendar days after notification is given, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

D. Powers of Arbitrator.

1. The arbitrator shall have no power to:
 - a. Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. Rule on the termination of services or failure to reemploy any teacher to a position on the extracurricular schedule, or any other position which has a salary bonus or time-off or extra-time bonus.
 - c. Rule in regard to the dismissal of, or the renewal or nonrenewal of any contract for, any teacher.
 - d. Change any practice, policy or rule of the Board or to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy rule or any action taken by the Board, unless such practice, policy or rule, shall be in direct conflict with this Agreement.
 - e. Consider matters outside the scope of the grievance.
2. If either party disputes the arbitrability of any grievance under the terms of the Agreement, the arbitrator shall rule, with the understanding that the part advancing the claim of non-arbitrability may appeal the question to the court.

3. The decision of the Arbitrator shall be final and binding on the Association, its members, the teachers, the employee or employees involved and the Board.
4. The Arbitrator, as a part of this decision, may assess fees and expenses against either the Board or the Grievant, in full or in part, but if the Arbitrator does not so act, the fees and expenses of the Arbitrator shall be shared equally by the Board and the Grievant. All other expenses shall be borne by the party incurring the expense.

E. Other Provisions Relating to the Grievance Procedure.

1. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not valid basis for evaluation.
3. Time limits herein may be extended only by mutual agreement, signed by the parties.
4. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teacher were present and working.
5. All steps of the grievance procedure shall be conducted during non-regular work hours
6. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
7. Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.
8. Any grievance which arose prior to the effective date of this agreement or after the termination date of this agreement shall not be processed through the provisions provided by this Article.
9. No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of any State or Federal Regulatory Commission or Agency or any written agreement with such a commission or agency executed prior to this Agreement or any such written agreements not in conflict with this Agreement.
10. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the teacher the employee or employees involved, and the Board.
11. The Association may file a system wide grievance at Step Three subject to the time limit designated in Step Two, paragraph 3.
12. A grievance may be withdrawn at any step prior to step 4 by the association and/or the teacher, without any official record being kept by the School Corporation.

ARTICLE VI - COMMITTEE RECOMMENDATION

On or before November 30, 2016, a committee will be convened for the purposes of recommending to the parties grammatical and structural/organizational changes to the contract. Their final recommendations shall be received by the parties no later than April 1, 2017. This committee shall have no authority to change the contract nor alter the meaning of any provision.

ARTICLE VI - TERMS OF AGREEMENT

This Agreement shall be effective July 1, 2016 and shall continue in effect through June 30, 2017.

**CARROLL EDUCATION
ASSOCIATION**

**THE CARROLL
CONSOLIDATED SCHOOL
CORPORATION BOARD OF
SCHOOL TRUSTEES**

By: President _____

By: President _____

Date: _____

Date: _____

Carroll Consolidated School Corporation Compensation Plan

Salary Grid

Row	Salary	Requirements for Advancing on the Salary Grid
A	\$36,000	<ol style="list-style-type: none"> Teachers will receive raises on the compensation model based on evaluation (80%) and experience (20%). Evaluation is defined as not being rated ineffective or improvement necessary. Experience is defined as being employed in this school district a minimum of one hundred twenty (120) days during the previous school year. Teachers receiving an evaluation rating of ineffective or improvement necessary shall not be eligible for a raise unless they are in their first two years of teaching. The raise that would have gone to these teachers shall be redistributed to eligible teachers as a stipend not greater than sixty (60) calendar days after evaluations are finalized. A teacher that does not receive a raise remains at the same salary as the previous year. The salary range shall be from the amount listed on Row A on the compensation model to the amount listed on Row AA on the compensation model.
B	\$37,200	
C	\$38,400	
D	\$39,600	
E	\$40,800	
F	\$42,000	
G	\$43,200	
H	\$44,400	
I	\$45,600	
J	\$46,800	
K	\$48,000	
L	\$49,000	
M	\$50,000	
N	\$51,000	
O	\$52,000	<ol style="list-style-type: none"> The Superintendent shall have the authority to place a teacher on the compensation model at no more than three rows above or below his/her salary at his/her previous school employer. A teacher with no experience shall be placed at Row A. If a shortage of qualified applicants occurs, the superintendent, after meaningful discussion with the Association, may go beyond the parameters listed above. Upon the completion of two consecutive effective or highly effective evaluations, the new teachers may advance on the salary grid if they meet the requirements listed above. This requirement goes into effect October 1, 2016. New teachers who were hired for the 2016-2017 school year prior to October 1, 2016 shall move to the salary grid after meeting the above listed requirements no earlier than the beginning of the 2017-2018 school year.
P	\$54,000	
Q	\$55,000	
R	\$56,000	
S	\$57,000	
T	\$58,000	
U	\$58,000	
V	\$58,000	
W	\$58,000	
X	\$60,000	
Y	\$60,000	
Z	\$60,000	
AA	\$62,000	

Migration to Salary Grid

Teachers who complete the compensation model requirements listed above shall move to the salary grid at the salary closest to but not less than their current salary. In addition, those teachers who meet the compensation model requirements listed above but who do not receive a raise of \$1000 or more by moving to the salary grid shall receive a stipend equal to \$1000 minus their raise from moving to the salary grid. Those receiving a raise of \$1000 or more by moving to the salary grid shall receive no stipend.

APPENDIX B
GRIEVANCE REPORT FORM

Grievance # School District Distribution of Form

Building	Assignment	Name of Grievant	Date Filed

STEP I

Date Cause of Grievance Occurred _____

1. Statement of Grievance (facts giving rise to the grievance)

2. Specific terms of agreement allegedly violated

3. Relief Sought

Signature

Date

STEP II

Position of Grievant and/or Association _____

Signature

Date

STEP III

Date Received by Superintendent or Designee _____

Disposition of Superintendent or Designee _____

Signature

Date

Position of Grievant and/or Association _____

Signature

Date

STEP IV

Date Received by Board of Education or Designee _____

Disposition by Board _____

Signature

Date

Position of Grievant and/or Association _____

Signature

Date

STEP V

Date submitted to Arbitration _____

Signature of Arbitrator

Date of Decision

APPENDIX C
Extra Curricular Salary Schedule

Football, Varsity	\$6,642.86
Football, Varsity Asst.	\$3,459.00
Football, Varsity Asst	\$2,977.00
Football Varsity Asst.	\$2,977.00
Football, 8th	\$1,840.00
Football Varsity Asst.	\$2,169.00
Football 8th Asst	\$1,440.00
Football 7th	\$1,840.00
Football 7th asst	\$1,440.00
Cross Country	\$2,725.00
Cross Country, Assistant	\$510.00
Cross Country Jr. High	\$1,037.00
Soccer	\$2,977.00
Soccer Assistant	\$1,474.00
Tennis, Boys	\$2,117.00
Volleyball, Varsity	\$3,685.00
Volleyball, Varsity Assistant	\$1,630.00
Volleyball 8th Grade	\$1,079.12
Volleyball 7th grade	\$1,079.12
Weight Room Supervisor	\$7,000.00
Basketball, Boys Varsity	\$6,828.38
Basketball, Boys Varsity Asst/JV	\$3,249.00
Basketball, Boys Asst	\$1,488.00
Basketball, 9th	\$2,144.00
Basketball, Boys 8th grade	\$1,677.00
Basketball 7th grade Boys	\$1,677.00

Basketball, Boys, Elem 6th Grade	\$1,354.00
Basketball, Girls Boys 5th Grade	\$1,354.00
Basketball, Girls Varsity	\$6,828.00
Basketball, Girls Varsity Asst/JV	\$3,249.00
Basketball, Girls Asst	\$1,488.00
Basketball, Girls 9th	\$2,144.00
Basketball, Girls 8th Grade	\$1,677.00
Basketball 7th grade Girls	\$1,677.00
Basketball, Girls Elem. 6th Grade	\$1,354.00
Basketball, Girls Elem 5th Grade	\$1,354.00
Wrestling	\$3,621.00
Wrestling, Assistant	\$2,526.00
Wrestling, Jr. High	\$1,210.00
Swimming, Varsity	\$3,951.00
Swimming, Varsity Asst.	\$2,794.00
Swimming, Jr. High Coach	\$1,158.00
Swim, Jr. High Asst.	\$958.00
Athletic Supervisor	\$2,822.00
Baseball, Varsity	\$3,457.00
Baseball, Assistant & 9th	\$2,526.00
Track, Varsity	\$4,434.00
Track, Assistant	\$1,577.00
Track, Assistant	\$1,577.00
Track, Jr. High	\$1,170.00
Track, Jr. High	\$1,170.00

Boys Golf	\$1,969.00
Tennis, Girls	\$2,117.00
Softball, Varsity	\$3,457.00
Softball, Junior Varsity	\$2,526.00
Academic Coach CJSHS	\$564.00
Band	\$3,951.00
Vocal	\$2,597.00
Math Bowl/Spell Bowl	\$564.00
Spell Bowl	\$564.00
Honor Choir	\$750.00
Drama Director	\$2,371.00
Talent Show	\$790.00
Cheerleader, High School	\$2,540.00
Cheerleader, Jr. Varsity	\$1,473.00
Cheerleader, Varsity Assistant	\$897.00
Cheerleader, Jr. High	\$841.00
Cheerleader, Jr. High	\$841.00
Cheerleader, Elementary	\$338.00
Cheerleader, Elementary	\$338.00
Yearbook, CHS	\$1,411.00
Yearbook, Elementary	\$621.00
Sponsor, Senior	\$564.00
Sponsor, Junior	\$621.00
Sponsor, Assistant Junior	\$310.00
FFA, Jr. High	\$564.00
FCCLA, Senior	\$564.00
FCCLA, Junior High	\$564.00
French	\$564.00
Spanish	\$564.00

National Honor Society, Sr. High	\$564.00
National Honor Society, Jr. High	\$452.00
Student Council, Senior High	\$733.00
Student Council, Junior High	\$452.00
Open Gym	\$420.00
Open Gym	\$420.00
Department Head, Math	\$564.00
Department Head, English/Language Arts	\$564.00
Department Head, Science	\$564.00
Department Head, Social Studies	\$564.00
Department Head, CTEAAM	\$564.00
Department Head, Special Education	\$564.00
Student Council, Elementary	\$452.00
Grade Level Chair Kindergarten	\$452.00
Grade Level Chair First Grade	\$452.00
Grade Level Chair Second Grade	\$452.00
Grade Level Chair Third Grade	\$452.00
Grade Level Chair Fourth Grade	\$452.00
Grade Level Chair Fifth Grade	\$452.00
Grade Level Chair Sixth Grade	\$452.00
Department Chair for Specials and Special Education	\$452.00
Color Guard	\$250.00
Girls Golf	\$1,969.00