AGREEMENT

between the

METROPOLITAN SCHOOL DISTRICT OF DECATUR TOWNSHIP

and the

DECATUR EDUCATION ASSOCIATION

2017-2018

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Decatur Township
Master Agreement
2017-2018

THIS AGREEMENT entered into this 15th day of November, 2017, by and between the Board of Education of the Metropolitan School District of Decatur Township, Marion County, Indiana, hereinafter referred to as the "Board" and the Decatur Education Association, hereinafter referred to as the "Association".

ARTICLE I - DEFINITIONS

A. The term "teacher", when used in this agreement, shall refer to all certificated employees employed by the Board who have signed regular or temporary teacher contracts except the following employees or groups of employees: Superintendent; Associate Superintendent; Directors (Athletics, Technology, Student Services, Special Education, Operations, and Learning); Principals, Assistant Principals and Social Workers.

B. The terms "Board" and "Association" shall include authorized officers, representatives, and agents.

C. The term "School Corporation", when used in this Agreement, shall refer to the Metropolitan School District of Decatur Township, Marion County, Indiana.

D. The term "teacher", when used in this Agreement, shall include both male and female teachers. The term "he" or any other masculine pronoun shall be understood to include both male and female.

ARTICLE II - RECOGNITION OF ASSOCIATION AND TEACHER RIGHTS

A. Recognition of Association:

The Board hereby recognizes the Decatur Education Association as the exclusive representative, as certified in 1974 by the Indiana Education Employment Relations Board, in accordance with Indiana law, of all teachers employed by the Board.

B. Professional Dues Deduction:

1. Payroll Deduction

Teachers may choose to join the Association on any one of the three (3) designated periods. First, a list of teachers on continuing membership will be submitted by the Association to the Director of Business no later than fifteen (15) days before the first payroll date of the school year, and Association deductions will be made in twenty-four (24) equal or nearly equal payments from the regular salary of the teachers and remitted not less frequently than monthly to the Association. Second, on or before the third (3rd) payroll date of the school year, teachers may sign and deliver to the Association and Superintendent an assignment authorizing continuing payroll deductions of Association membership fees and assessments in nineteen (19) equal or nearly equal payments from regular salaries of the teachers and remitted not less frequently than monthly to the Association. Third, on or before the second (2nd) payroll date of the second (2nd) semester, teachers may sign and deliver to the Association and Superintendent an assignment authorizing continuing payroll deductions of Association membership fees and assessments in ten (10) equal or nearly equal payments from regular salaries of the teachers

and remitted not less frequently than monthly to the Association. Assignments authorizing payroll deductions shall be submitted by the first (1st) Monday of the designated payroll date. Such authorization shall continue in force unless rescinded in writing by the teachers to the Association and the Superintendent no later than June 1. Upon termination of a teacher's individual contract, the business office of the Board shall deduct all unpaid dues and assessments from such teacher's final paycheck.

2. Easy Pay

Members may also submit dues by choosing one of the methods offered through Easy Pay, allowing direct payment from the member to the Indiana State Teachers Association. Anyone wishing to rescind membership must do so in writing to the Association President(s) no later than June 1.

ARTICLE III – SALARY

A. Salary and Wage Schedule:

1. The New Teacher Hiring Salary Schedule is incorporated as Appendix A.

2. Teachers who:

A. Full-Time teachers who:

1. are certificated teachers who are credited with a year's service (according to the Teachers Retirement Fund's definition) in the MSD Decatur Township during the 2016-2017 school year, and
2. will be employed as a full-time teacher in 2017-2018, and
3. do not receive an evaluation rating from 2016-2017 of Ineffective or Needs Improvement.

B. Part-time teachers who:

1. Are certificated teachers who are credited with one-half (1/2) year's service (according to the Teachers Retirement Fund's definition) in the MSD Decatur Township during the 2016-17 school year, and
2. Will be employed as a part-time teacher in 2017-18 and
3. Do not receive an evaluation rating from 2016-17 of Ineffective or Needs Improvement.

will receive a base salary increase for 2017-18. The qualifying full-time teacher will receive an additional two thousand dollars ($2,000.00) to his/her 2016-17 base salary to establish the salary for the 2017-2018 school year. (Any teacher not on a full-time contract will receive a proportional base salary increase.) Any back pay will be distributed in one retroactive check and the remainder divided among the remaining pays. Any payment received by a teacher pursuant to this provision is attributable to the following factors: 70% of the payment is attributable to the teacher's evaluation rating and 30% of the payment is attributable to the teacher completing an additional year of service. A year of service is defined as the teacher having worked at least 120 days during the prior school year.

According to IEERB all base salary increases beyond 2017-18, will need to consist of either the same percentage or dollar amount, 2017-18 is a transition year to correct any discrepancies in the teacher salaries. Any teacher who was employed by the corporation prior to 2017-18 (an eligibility criteria), and is making less than the amount listed on the new hire scale in Appendix A for a teacher with similar experience (an eligibility criteria), and meets the two statutory factors set forth hereafter shall be placed at the pay for a new hire with comparable experience. This placement will happen prior to additional money being added to their salary base in the previous paragraph. In addition to meeting the eligibility criteria previously set forth herein, the teacher must meet both of the following statutory factors: (1) the teacher must not have received an evaluation rating for the 2016-2017 school year of needs improvement or ineffective, which factor constitutes 50% of the teacher's transition salary increase; and (2) the teacher must have met the academic needs of students, which is defined as the teacher having fulfilled one of the following:

a. Being assigned last school year to a school building with a Grade C or higher;
b. If not in a C school or higher, show improvement during last school year in the average student results in ISTEP, ECA, or any other approved student growth measurement; or
c. If neither of the above, then contribute to the student graduation rate and/or teach state curriculum/standards.

3. ECA: The stipend amounts for the 2017-2018 school year are identified in Appendix B. All ECAs will increase in 2017-18.

4. The Board shall pay to the Indiana Teacher's Retirement Fund (ISTRF) an additional three percent (3 %) of each teacher's total compensation as the faculty member's contribution obligation to the ISTRF.

B. Pay Periods:

1. Teachers will be paid in twenty-four (24) pays. New teachers to the district will be paid in twenty-six (26) pays starting on August 15. Teachers will be paid on the 15th and 30th of each month except for February where the teachers will be paid on the last day of the month. When such day falls on a holiday or a weekend, checks will be issued on the last week day prior to the scheduled pay date.

2. Starting with the 2005 – 2006 school year all new hires shall be on direct deposit. Teachers not on direct deposit prior to the 2005 – 2006 school year shall be grandfathered and allowed to retain their current status. Summer paychecks of teachers not opting for direct deposit may be picked up at the Central Office on the designated pay date. Teachers on contract during the summer who do not choose direct deposit will receive their checks in the building the same as during the school year.

3. For those teachers who terminate their employment, payroll checks from June through the last month of contract may be collected the last pay in June. Other teachers may make such a request when circumstances suggest that a special need exists.

C. Salary Range

The salary range is from $40,000 to $82,573 prior to any increases in this agreement.

D. Redistribution

Any teacher who receives a teacher evaluation rating of Ineffective or Needs Improvement shall not receive any increase in salary. The salary increase budgeted for the Ineffective and Needs Improvement teachers will be divided equally amongst the remaining teachers who are not rated needs improvement or ineffective as a one-time stipend.

E. In any year in which there is an increase in salary or wages, the increase in salary or wages shall be distributed within three pay periods of the release of Student Growth Data if it is determined a teacher has a preliminary evaluation score of 2.95 or higher regardless of the school grade.

ARTICLE IV – FRINGE BENEFITS

A. Health and Hospitalization:

The Board will pay a specific dollar amount for each health plan as outlined below toward the payment of the School Corporation's health and hospital insurance. Beginning January 1, 2014, contribution to the HSA will be the difference between the flat dollar amount minus the cost of plan IV.

PPO Plan I/Plan II	Total Premium	Corporation Contribution	Teacher Cost Annual	Teacher Cost Per Pay
Employee	$8,496	$6,739	$1,757	$73.21
Employee/Spouse	$17,820	$14,128	$3,692	$153.83
Employee/Child(ren)	$16,884	$13,387	$3,497	$145.71
Family	$20,952	$16,615	$4,337	$180.71
PPO Plan III				
Employee	$6,948	$6,336	$612	$25.50
Employee/Spouse	$14,484	$13,224	$1,260	$52.50
Employee/Child(ren)	$13,716	$12,504	$1,212	$50.50
Family	$17,052	$15,564	$1,488	$62.00
Plan IV (HDHP)				**Corp HSA Contribution**
Employee	$5,628	$5,628	$0	$1,111
Employee/Spouse	$11,772	$11,772	$0	$2,356
Employee/Child(ren)	$11,112	$11,112	$0	$2,273
Family	$13,824	$13,824	$0	$2,791

Any teacher on leave of absence from the Metropolitan School District of Decatur Township may continue membership in any insurance program provided by the Corporation during the leave period; however, the entire cost of the monthly premiums shall be paid by the employee from the time the leave begins until one (1) month after the leave terminates and the employee returns to work unless subject to the 12-week family medical leave act.

The parties have mutually agreed that the health and hospitalization insurance program shall be Plans I, II, III and IV (High Deductible Health Plan) provided by the Hoosier School Benefit Trust with the provisions in effect July 1, 2013.

Enrollment in the corporation health and hospitalization plan will be closed except for qualifying events after September 1, 2002 or as required by the Patient Protection and Affordable Care Act.

If an employee's spouse is eligible for health insurance at his/her place of employment, the spouse will be required to enroll in his/her employer's health insurance plan if the employer pays at least sixty percent (60%) of the single premium. The spouse's plan will then become primary for all his/her health insurance claims. It is understood that the MSDDT PPO will be secondary for payment of claims. If the employee elects to continue secondary coverage for his/her spouse or dependents, the employee will be responsible for paying the additional premium required to provide this coverage.

B. Term Life Insurance:

A fifty thousand dollar ($50,000) insurance group term life insurance policy shall be provided for each teacher. The Board will pay the entire premium except one cent ($.01) which will be paid by the teacher. Teachers shall have the option to purchase additional term life insurance for themselves and dependent coverage for their spouse and/or children. The maximum amounts of coverage and the required enrollment underwriting shall be determined by the carrier. Once a teacher has enrolled to purchase the additional insurance, they are to maintain the policy for the remainder of the school year. Any teacher on leave of absence from the Metropolitan School District of Decatur Township may continue membership in any insurance program provided by the school district during the leave period; however, the entire cost of the monthly premium shall be paid by the employee from the time the leave begins until one (1) month after the leave terminates and the employee returns to work. When a teacher terminates employment with the School District the Board's coverage will terminate the month following the month in which the teacher receives his last pay.

C. Dental Insurance:

The Board will contribute all but one cent ($.01) toward the School Corporation's dental plan for single membership or any program mutually agreed to between the two (2) parties. The Board will contribute toward the family policy the same premium as a single policy, plus an additional $6.00 per month.

D. Long Term Disability Insurance:

The Board shall purchase an LTD Insurance Program that provides for a minimum benefit of two-thirds (2/3) salary to age sixty-five (65) with a ninety (90) day elimination period. All teachers shall participate and shall pay the full amount of the premium in after tax dollars as a condition of employment.

E. Liability Insurance:

The Board agrees to maintain the current coverage liability insurance regarding teachers' automobiles being used for school purposes.

F. Wellness and Employee Assistance Programs:

1. Structure:

a. The parties agree to jointly create wellness and/or employee assistance programs by a joint working group that will function during the contract term.

2. Program:

a. To the extent feasible, the programs shall be available to all employee groups.
b. The programs shall be self-supporting or funded by new revenue sources.

G. Section 125:

An IRS Section 125 Flexible Benefit Plan Generation One for the teacher's share of premium paid for any combination of benefits under Article IX shall be available to teachers and retirees. An IRS Section 125 Generation Two for non-reimbursable medical expenses shall be available to teachers.

H. Family Medical Leave Act (FMLA):

Continuation of Corporation Payments for Fringe Benefits:

The school corporation's payments in support of health and hospital, term life, and dental insurance shall continue during the FMLA leave.

I. Group Vision Insurance:

The Board will provide group vision insurance for each full time employee. The Plan provider shall be mutually selected by the Board and the Association. This plan shall provide for one examination, one set of lenses and one set of frames annually with a $10.00 co-payment for the examination and a $10.00 co-payment for the lenses. All employees will be required to participate in the program. The Board shall pay the annual employee premium cost.

J. Retirement Program:

Factors hereinafter stated shall constitute the retirement program of the corporation and shall be counted as a part of the cost of any salary agreement between the Board and the Association. The Board shall provide the following benefits for all members of the bargaining unit.

1. IRS Code Section 401(a):

Effective during the term of this Agreement the parties agree that the Board shall contribute an amount equal to 2% for 2017-2018 of each teacher's base salary to the corporation's 401(a) plan on a semi-monthly basis. The provider of the plan shall be selected as provided for in sub-section 4 of this section. Bargaining unit members will become vested in this program according to the following schedule. Until such time of becoming vested all monies contributed by the Board shall not be available to the employee and upon termination of employment for any reason, other than total disability, the non-vested Board contributions shall be used to offset the contributions for that year. In the event of termination due to total disability, the affected employee will be considered as vested.

Vesting Schedule:	5 years of employment	50 %
	10 years of employment	100 %

Years counted for vesting are all Decatur Township years of service since the employee was hired. A year of service will be defined according to INPRS (formerly TRF) guidelines.

2. **IRS Code Section 403(b):**

Effective during the term of this Agreement the parties agree that the Board shall make the following contributions to the teacher's 403(b) plan:

2017-2018 1%

These contributions shall be from the teacher's established 2017-2018 base salary if the teacher's contribution to such plan equals or exceeds ½ % of salary.

3. **VEBA (Voluntary Employee Benefit Association):**

Effective during the term of this Agreement the parties agree that the Board shall contribute an amount equal to one percent (1%) of each teacher's salary from the established salary schedule to the corporation's VEBA plan on a semi-monthly basis. Starting May 31, 2005 for all teachers employed after this date the VEBA contributions shall start during the teacher's third contract with the school corporation. On the date of the second payroll in August of a teacher's second contract year the Board shall make a one-time contribution equal to one and one half (1 ½%) of the teacher's current salary to start their VEBA program. Bargaining unit members will become vested in this program upon attaining the age of 55 and qualifying for retirement benefits under the provisions of the Indiana State Teachers Retirement Fund. In the event of termination due to total disability, the affected employee will be considered as vested.

Separate Accounts. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the VEBA.

Vesting. Until such time that an employee has retired and satisfied the eligibility requirements the employee shall have no access to the assets held in his or her separate VEBA account.

Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements for any reason, the terminated employee's VEBA account shall be forfeited. The parties acknowledge forfeitures prior to the 2017-2018 contract will be handled in accordance with the contractual provisions in place at the time the forfeitures occurred. Forfeited amounts shall be reallocated evenly at the end of each plan year only among the then-remaining separate VEBA accounts. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

a. Employees who have forfeited their VEBA accounts in the same year;

b. Employees who previously forfeited their VEBA accounts; and

c. Employees who retire in or before the year of the reallocated forfeiture.

Rehired Employees. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the School Corporation. However, if the Board shall have approved a leave of absence of not more than one (1) fiscal year for an employee, such period of leave shall not result in forfeiture provided the employee shall promptly return to employment following the expiration of the period of the leave.

4. **Joint Steering Committee:**

A joint steering committee shall be maintained by the parties with four (4) Board representatives and four (4) Association representatives. The committee shall be charged with the responsibility of selection and/or replacement of the plan service vendor by mutual agreement.

5. **Sick Leave Bonus:**

Any teacher who has accumulated one hundred twenty (120) days of sick leave at the end of the 2017-18 school year, their final year of service with the school corporation and is considered vested under the provisions of sub-section 3 above shall have the sum of two thousand dollars ($2000) added to their final teaching contract.

6. **Insurance Participation:**

Retirees from the school corporation and their spouses shall be allowed to remain on the group health and dental plans at their own expense until the first (1st) day of the month following their eligibility for Medicare. A retiree is defined as a teacher who meets the criteria as established by state law (IC5-10-8-2.6).

7. **Total Disability:**

To qualify for total disability, a teacher must be adjudged permanently disabled by the Indiana State Teachers Retirement Fund (ISTRF).

ARTICLE V – LEAVES OF ABSENCE

A. Excused Leaves of Absence with Pay:

1. **Medical Leave Days**:

Each teacher shall be entitled to be absent from work on account of medical/illness reasons, for a total of twelve (12) days each year without loss of compensation. The teacher may also use accumulated illness days in case of illness or accident, or for surgery involving a member of the teacher's immediate family in need of medical care. The term "member of teacher's immediate family", as used in this paragraph, shall include husband, wife, mother, father, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or dependent living in the teacher's household. Any unused leave days shall be accumulated on an unlimited basis. Teachers shall notify their principal and/or designee as early as possible whenever it is necessary to be absent from school. Teachers who are transferring into the School Corporation for the first time who have accumulated leave in another Indiana school corporation will transfer all of the accumulated leave to this School Corporation. Accumulated leave will be added beginning with their second year of employment in the Metropolitan School District of Decatur Township at a rate of five (5) days per year, which is in addition to the twelve (12) days outlined above. Teachers employed on a temporary contract for the full year shall receive twelve (12) days. Teachers employed on a temporary contract for less than a school year shall receive one (1) day leave for each twenty (20) working days employed. Teachers shall make every effort to schedule medical and dental appointments outside school hours or during the summer. The Board recognizes that, particularly in the case of specialists, this is not always possible. In the event a teacher has an on-the-job injury, the Board will compensate such teacher for lost earnings with no leave days to be charged.

2. **Personal Business Leave:**

Each teacher may be permitted three (3) days for the transaction of personal business and/or conduct of personal or civil affairs during each year of employment as permitted by law. The staff is encouraged not to use personal business leave to extend school calendar holidays and breaks. Unused personal business leave days may be accumulated the following year as personal business leave days up to a maximum of five (5). Excess personal business leave days accumulated beyond five (5) shall be added to the medical illness leave days to which such teacher may otherwise be entitled which is described in Section A, 1. If the teacher does not wish to accumulate these days as medical/illness, the teacher may turn each day in excess of five (5) in for $100.00. Personal business days may be taken on a one-half (1/2) day basis. Teachers employed for less than a full year shall be entitled to one (1) day during each semester of employment.

3. **Bereavement Leave:**

Up to five (5) business days leave of absence will be granted a teacher for death in the immediate family. The five (5) days may commence the day of death or the day after death at the teacher's discretion, but must be used within forty-five (45) calendar days from the date of death. Documentation must be provided to support the need for the leave. Immediate family is defined under Section 1. Up to three (3) days of absence will be granted for death of a brother-in-law, sister-in-law, aunt, or uncle. When a teacher has exhausted his bereavement leave and current personal business days, the teacher at his discretion may use medical illness leave in cases of emergency. The teacher will notify the Superintendent of the need for emergency use as soon as possible after the emergency arises. Emergency means an unforeseen combination of circumstances resulting in an urgent need for relief. A teacher will be granted one (1) leave (day of funeral) in the case of other family members or when serving as a part of the service for the deceased. Requests for bereavement leave for the day of the funeral for someone outside the family may be covered by personal business day with documentation.

4. **Court Leave:**

Teachers will be granted leave for jury duty or when subpoenaed to appear as a witness in court, except when the teacher or Association is a party in a suit against the School Corporation or other personal suits which are not job related. The teacher will receive regular salary while on jury duty or witness appearance. The teacher shall secure from the court and deliver to the school corporation business office verification of court duty. All of the payment for jury duty or the entire fee for appearance as a witness shall be retained by the teacher as the payment for all related expenses.

5. **Professional Leave:**

The Board of Education does encourage teachers to actively participate in meetings of local, state and national educational organizations or school visitations. The payment of reasonable expenses incurred in attendance and the salary of substitutes, when necessary, will be carried in the budget as in-service education items. A minimum of seventy-five (75) days per school year will be available to the teachers for professional leave.

a. Requests for permission to attend professional meetings or visitations must be in writing and filed with the Principal in sufficient time for approval by the Board or their designee.

b. A written report shall be filed with the Principal and then transmitted to the Superintendent on the activities of the conference with recommendations, if any, for use in our School District.

c. Expenses paid by the School Board include:

1) Total tourist airfare, bus or train fare. Teachers using a personal vehicle for travel will be reimbursed at the rate that the IRS allows for business deduction on Federal Income Tax returns December 31 of the preceding year. Payment to an individual using personal automobile shall not exceed tourist airfare.

2) Registration fees.

3) Motel or hotel lodging.

4) Fifty dollars ($50.00) per diem for food if not included in item 2. This item applicable only when the trip extends more than one (1) day (overnight).

5) Taxi and baggage handling (subject to individual approval).

6) All expense items must be approved prior to attendance of meetings, conferences, or school visitations and should be submitted to the Superintendent's office in a timely fashion.

a. Criterion for granting of leaves within the building and the departments will be considered but not limited to criteria published by the Board, for any given year.

6. Association Leave:

The Association shall be provided with fourteen (14) days and twelve (12) hours released time for its President(s) or designee each year without loss of pay.

ARTICLE VI – SICK LEAVE BANK

The purpose of the Voluntary Sick Bank (hereinafter referred to as the Bank) is to provide medical/illness leave to contributors to the Bank after their accumulated medical/illness leave has been exhausted – and more specifically to provide such leave from the Bank in cases of prolonged illness. The Bank rules and guidelines are as follows:

A. Voluntary Sick Bank Committee:

1. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of The Metropolitan School District of Decatur Township will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations and decisions do not modify the Agreement contained herein. This committee will be titled the Voluntary Sick Bank Committee (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

   a. Superintendent of Schools of the Metropolitan School District of Decatur Township or his designee and one additional individual appointed by the Superintendent.

   b. The Decatur Education Association President(s) or his designee and two additional members of the bargaining unit appointed by the Association President(s).

2. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.

3. One of three bargaining unit SBC representatives will be selected to act as a chairperson of the SBC. The Decatur Education Association President(s) will designate the chairperson prior to the first meeting of the SBC.
4. The SBC will be responsible for developing the forms needed to operate the Bank.

B. Effective Date:

1. The effective date of the Bank will be the first (1st) contract date of the current school year. Enrollment in the Bank by licensed personnel will be April 1 (one) of the preceding school year and end four (4) weeks following the first (1st) day of employment for any licensed personnel employed for the current school year.

C. Membership:

The Bank shall be established for all bargaining unit members who indicate their desire to participate by contributing the individually required number of days.

D. Guidelines:

The Bank shall be administered by the SBC in accordance with the following provisions:

1. The Bank may be used only by the individual contributor for medical/illness reasons.
2. Days from the Bank may be used only for those workdays that the individual contributor is employed under a Regular Teacher Contract.
3. Any person desiring to participate in the Bank will initially donate one (1) day of his accumulated medical/illness leave to the Bank. Additional days may be requested by the SBC as the need arises.
4. A Sick Bank member, who terminated employment with the School District, and returns, must contribute one (1) additional day upon re-employment in order to reinstate membership.
5. If the number of days in the Bank falls below thirty (30) days prior to the end of any school year, each participant will be required by the SBC to donate one (1) additional day of his accumulated medical/illness leave to the Bank. If a member has used all his medical/illness leave, the additional day will be donated as soon as new medical/illness leave is accrued.
6. All days once donated to the Bank become the property of the Bank.
7. The maximum dollar expenditure during the school year is forty thousand dollars ($40,000) for 2017-2018. If this amount is reached at any time during the period, the Bank will explore emergency operating procedures for the remainder of that period. The expenditure counted against the bank will include only the salary paid the teacher while using days from the bank.
8. All requests to receive grants from the Bank must be submitted in writing to the SBC on prescribed Form SBC-1 as presented in the Appendix of the Agreement.
9. Any person submitting a request to use the Bank must have made his proper contribution and met all eligibility requirements. If a person is physically unable to submit the forms, the forms may be submitted by a proxy.
10. A person will not be able to withdraw days from the Bank until his own accumulated medical/illness leave and personal leave is depleted. Days granted from the Bank can only be used for extended illness or disability. (The SBC will generally consider an extended illness one that involves ten (10) or more working days.)

11. Periodic review by the SBC of all Bank use will be made and the SBC may grant additional days at the time of review. Days granted from the Bank may not be granted for the period of disability when monies are paid to the employee under the Workman's Compensation Law or if the employee has qualified for long-term or short-term disability benefits.

12. Days will be granted at a rate equal to the per diem rate of pay for a beginning teacher on the adopted salary schedule, at the Bachelor's 0 rate. The SBC will review and send to the School District business office its decision concerning all requests to draw on the Bank within ten (10) working days after such request is received by the Committee. The Committee will also make its decision known to the applicant within this ten (10) day period.

E. Repayment of Days Granted:

1. After accumulating a minimum of seven (7) medical/illness leave days, the recipient of Sick Bank days who continues in the employment of the School Corporation shall repay the Sick Bank the borrowed days. At the beginning of each school year a teacher who owes days to the bank shall be credited with seven (7) medical/illness days and the balance of days available shall be credited to the bank until the bank is repaid.

2. This repayment shall be at the following rate:

   a. One day for each day taken while the teacher is at 9 years or less experience.

   b. One day repaid for every 1.5 days taken while the teacher is at 10 – 19 years experience.

   c. One day for every two days taken from the bank when the teacher has 20 years or more experience.

   This repayment shall be calculated from the experience the teacher has at the time of repayment, not at the time the days were borrowed from the sick leave bank. INPRS (formerly TRF) will be used to determine the number of years of experience a teacher has accumulated.

3. A recipient who leaves the School Corporation and still owes days to the Sick Bank must transfer accumulated medical/illness leave and personal business leave days, if available, to the Sick Bank as repayment toward the days granted.

F. Appeal Board:

1. An appeal Board will be established composed of the following six (6) persons:

   a. The Superintendent of Schools or his designee.
   b. The Association President(s) or his designee.

   c. Four (4) members will be appointed-- two (2) each by the Superintendent and the Association President(s).

   d. No appointed member of the SBC may at the same time be a member of the Appeal Board.

2. The Association President(s) or his designee will act as chairman of the Appeal Board.

3. If a request for use of leave days is denied by the SBC, then the applicant may appeal the Committee's decision to the Appeal Board within ten (10) working days after the denial. Any decision by the Appeal Board must be a majority vote. A tie vote will automatically support the SBC decision. All decisions of the Appeal Board are final and binding.

4. The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.

5. The Voluntary Sick Bank is excluded from the Grievance Procedure.

G. Members Agreement:

1. A member shall be required to furnish a medical report from a licensed physician at any time before or during the time of use of the Bank. The medical report will be at the member's expense. The SBC reserves the right, if necessary, to limit the number of days granted.
2. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing substantially as follows:

   "I specifically acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the event of an appeal, the Appeal Board and that all decisions of the Sick Bank Committee or the Appeal Board will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Decatur Education Association and the Metropolitan School District of Decatur Township, the Sick Bank Committee and the Appeal Board and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application." When an employee donates days to the Bank, he agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.

H. Annual Report:

An annual report of the Bank will be published for each year the Bank is in operation. This report will be published by the Association and approved by the Superintendent of Schools or his designee prior to publication. The report shall include a statement of the number of days contributed to the Bank, the number of days granted from the Bank, the number of days remaining in the Bank, the total cost of the days granted, and the remaining cash balance available for the Bank.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Purpose:

1. Good morale is maintained, as problems arise, by sincere efforts of all persons concerned to work toward constructive solutions in a manner that will be consistent with principles of good management conducted in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise and that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a problem or grievance to discuss the matter informally with any appropriate member of the administration.

B. Definition:

A "grievance" shall mean a complaint by a teacher or teachers, that there has been a violation, a misinterpretation, or inequitable application of any provision contained in this Agreement between the Board and the Association and shall be resolved through the procedure set forth herein.

C. Process:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as a maximum, and every effort should be made to

expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

1. **Step One:**

   In the event that a teacher believes there is a basis for a grievance, and within thirty (30) working days of the time the grievance arises, he shall first discuss the alleged grievance with his immediate supervisor or building principal, whichever is appropriate, during lunch and/or preparation periods or after working hours by appointment. If the grievant is not satisfied with the disposition of the grievance by informal discussion, and within ten (10) working days of the time of the informal discussion, he may then submit a written "Statement of Grievance" to the building principal or his designee signed by the grievant. (See form in Appendix) The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, and shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the grievant with respect to these provisions, and shall indicate the relief requested. Within five (5) working days after presentation of "Statement of Grievance", the Building Principal shall give his written answer to the teacher.

2. **Step Two:**

   If the grievant is not satisfied with the disposition at Step One, the grievant may, within five (5) working days of his receipt of the Principal's answer, submit his grievance to the Superintendent or his designee. The Superintendent or his designated representative shall give the teacher an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent or his designee and the grievant.

3. **Step Three:**

   In the event that the aggrieved teacher is not satisfied with the disposition of his grievance at Step Two, or in the event no decision has been rendered within two (2) weeks after the receipt of the grievance, he may, within five (5) school days, submit his grievance to the School Board by filing a copy thereof with the secretary or other designee of the Board. The Board, not later than its next regular meeting or two (2) weeks, whichever may be later, may hold a hearing on the grievance, in open or executive session and may review such grievance in executive session. The procedure to be used shall be selected by the teacher. The Board shall render a written decision within one (1) week following the next regular Board Meeting, which is after the hearing.

ARTICLE VIII
CONCLUSION AND DURATION

This Agreement shall constitute the full and complete commitment between both parties and shall not be altered, changed, added to, deleted from or modified except through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall be in full force and effect as of July 1, 2017 and upon execution hereof by the proper officers of both the Board and the Association shall remain in effect until June 30, 2018.

This Agreement, with the consent of both parties, may be modified to correct any clerical errors.

In Witness Whereof the parties hereto have caused this Agreement to be executed on the date and year first written above.

For the
Decatur Education Association

BY: _____
President

_____
President

Attest: _____
Superintendent of Schools

For the
Board of Education
MSD Decatur Township

BY: _____
President

_____
Secretary

Dated the 15th day of November, 2017

APPENDIX A

New Certified Hiring Information

The superintendent may hire at no less than 50% of the candidate's current years of experience in public schools.

Level	Bachelor
A	42,000
B	42,500
C	43,500
D	44,500
E	45,500
F	46,500
G	47,500
H	48,500
I	49,500
J	50,500

Levels: A (0 & 1 YRS), B (2 & 3 YRS), C (4 YRS), D (5 YRS), etc. represent candidate's current years of experience in public schools.

HARD TO FILL POSITIONS

a) A "hard to fill position" occurs whenever a vacancy for a teaching position is posted and either no applications are received or the applicants who respond are deemed unacceptable to the fill the position.

b) Whenever the Superintendent determines that a vacant teaching position meets the criteria of being "hard to fill", the Superintendent shall notify the President of the Association. Upon notification the Superintendent shall then be given the exclusive authority and discretion to seek a qualified person for the hard to fill position and the Superintendent shall be allowed to offer such a person a salary so that the Superintendent may secure a person for this hard to fill position. The amount of this salary shall not exceed 10% above where the teacher would have been placed using the new teacher placement. The maximum amount of incentive dollars to be expended for all hard to fill positions shall not exceed $30,000 for the corporation.

c) The salary offered shall be considered this teacher's base salary.

APPENDIX B

Metropolitan School District of Decatur Township
Extra-Curricular Salary Schedule 2017-18

Group 1		
HS Choir Director	1	$5,300.00
HS Drama Sponsor	1	$5,300.00
HS Marching Band Sponsor	1	$5,300.00
Guidance Director	1	$5,300.00
Group 2		
HS Asst Band Director	1	$3,300.00
HS Department Head	6	$3,300.00
HS Speech Sponsor	1	$3,300.00
HS SLC Lead Teacher	5	$3,300.00
DTSE Lead Teacher	1	$3,300.00
MS APEX Lead Teacher	1	$3,300.00
MS Artful Learning Lead	1	$3,300.00
MS Explorations Lead Teacher	1	$3,300.00
MS Global Lead Teacher	1	$3,300.00
MS Band Director	1	$3,300.00
MS Choir Director	1	$3,300.00
Master Teacher	6	$3,300.00
Group 3		
Psych Department Head	1	$2,800.00
Speech Department Head	1	$2,800.00
MS Department Head	7	$2,800.00
HS asst Marching Band Dir	1	$2,800.00
Group 4		
HS 11th Grade Sponsor	1	$2,700.00
HS 12th Grade Sponsor	1	$2,700.00
HS Asst Drama Sponsor	1	$2,700.00
HS Jazz Bank Sponsor	1	$2,700.00
Winter/Color Guard	1	$2,700.00
MS Percussion Specialist	1	$2,700.00
HS Indoor Winds Dir	1	$2,700.00

Group 5		
HS Academic Team Sponsor	1	$2,100.00
HS Auditorium Supervisor	1	$2,100.00
HS Pep Band Sponsor	1	$2,100.00
HS Show Choir Choreographer	1	$2,100.00
Goldenaires	1	$2,100.00
MS Academic Team Sponsor	1	$2,100.00
Group 6		
HS Brain Game Sponsor	1	$1,600.00
HS Natl Honor Society Sponsor	2	$1,600.00
HS Student Council Sponsor	1	$1,600.00
HS Yearbook Sponsor	1	$1,600.00
DTSE Band / Choir Sponsor	1	$1,600.00
DTSE Intramural Sponsor	1	$1,600.00
MS Teen Court Coordinator	1	$1,600.00
MS Yearbook Sponsor	1	$1,600.00
HS Musical Sponsor	1	$1,600.00
HS Robotics coach	1	$1,600.00
Group 7		
HS 9th Grade Sponsor	1	$1,200.00
HS 10th Grade Sponsor	1	$1,200.00
Stagecraft	1	$1,200.00
HS Club Sponsor	12	$1,200.00
DTSE Student Council	1	$1,200.00
DTSE Yearbook Sponsor	1	$1,200.00
DTSE Club Sponsor	1	$1,200.00
MS Student Council Sponsor	1	$1,200.00
MS Club Sponsor	3	$1,200.00
HS Dance Team Sponsor	2	$1,200.00
Broadcasting	1	$1,200.00
HS Indoor Percussion Dir	1	$1,200.00
HS Winter Asst. Guard	1	$1,200.00
Group 8		
Testing Coordinator	1	$600.00

Athletic ECA - High School

Football		
Head Coach	1	$10,500.00
Asst Head Coach	1	$5,250.00
Asst Head Coach	1	$3,500.00
Asst Coach	5	$3,675.00
Asst Coach - Freshman	2	$2,415.00
Assistant	2	$1,680.00
Volleyball		
Head Coach	1	$5,250.00
Asst Coach	1	$3,150.00
Asst Coach	1	$3,150.00
Cheerleading		
Coach - Fall	2	$3,150.00
Coach - Winter	2	$3,150.00
Cross Country		
Boys Head Coach	1	$3,675.00
Girls Head Coach	1	$3,675.00
Boys Asst	1	$2,100.00
Girls Asst	1	$2,100.00
Boys Soccer		
Head Coach	1	$5,250.00
Asst Coach	1	$2,625.00
Girls Soccer		
Head Coach	1	$5,250.00
Asst Coach	1	$2,625.00
Girls Golf		
Head Coach	1	$4,200.00
Asst Coach	1	$1,000.00
Boys Golf		
Head Coach	1	$4,200.00
Asst Coach	1	$1,000.00
Boys Tennis		
Head Coach	1	$3,675.00
Asst Coach	1	$1,312.50

Boys Basketball		
Head Coach	1	$8,400.00
Asst Coach	1	$4,200.00
JV Coach	1	$3,675.00
Freshman Coach	1	$3,675.00
Girls Basketball		
Head Coach	1	$8,400.00
Asst Coach	1	$4,200.00
JV Coach	1	$3,675.00
Freshman Coach	1	$3,675.00
Boys & Girls Swimming		
Head Coach	1	$7,350.00
Asst Coach	1	$3,675.00
Asst Coach	2	$3,360.00
Wrestling		
Head Coach	1	$6,300.00
Asst Coach	2	$3,150.00
Baseball		
Head Coach	1	$6,825.00
Asst Coach	1	$3,675.00
JV Coach	1	$2,100.00
Freshman Coach	1	$1,890.00
Softball		
Head Coach	1	$6,825.00
Asst Coach	1	$3,675.00
JV Coach	1	$2,100.00
Asst Coach	1	$1,890.00
Boys Track		
Head Coach	1	$3,675.00
Asst Coach	1	$2,625.00
Asst Coach	1	$1,890.00
Asst Coach	1	$1,050.00

Girls Tennis		
Head Coach	1	$3,675.00
Asst Coach	1	$1,312.50
Strength and Conditioning		
Coach	4	$3,150.00
Athletic Supervisor (Non-Seasonal)		
Supervisor	2	$6,300.00

Girls Track		
Head Coach	1	$3,675.00
Asst Coach	1	$2,625.00
Asst Coach	1	$1,890.00
Asst Coach	1	$1,050.00
Unified Track		
Head Coach	1	$2,625.00
Asst. Coach	1	$1,575.00

Athletic ECA - Middle School

Football		
7th Head Coach	1	$2,560.00
7th Asst Coach	2	$1,470.00
8th Head Coach	1	$2,560.00
8th Asst Coach	2	$1,470.00
Volleyball		
7th Head Coach	1	$2,310.00
7th Asst Coach	1	$1,155.00
8th Head Coach	1	$2,310.00
8th Asst Coach	1	$1,155.00
Golf		
Boys	1	$2,100.00
Girls	1	$2,100.00
Tennis		
Boys	1	$2,625.00
Girls	1	$2,625.00
Cross Country		
Head B & G	1	$2,100.00
Asst Coach	1	$1,050.00
Soccer		
Boys	1	$2,625.00
Girls	1	$2,625.00
Cheerleading		
Coach - Fall	1	$2,100.00
Coach - Winter	1	$2,100.00
Boys Basketball		
7th Head Coach	1	$2,810.00
7th Asst Coach	1	$1,550.00
8th Head Coach	1	$2,810.00
8th Asst Coach	1	$1,550.00
Girls Basketball		
7th Head Coach	1	$2,810.00
7th Asst Coach	1	$1,550.00
8th Head Coach	1	$2,810.00
8th Asst Coach	1	$1,550.00
Wrestling		
Head Coach	1	$2,625.00
Asst Coach	2	$1,260.00
Swimming		
Head B & G	1	$2,625.00
Asst Coach	2	$2,100.00
Baseball		
7th Head Coach	1	$2,310.00
7th Asst Coach	1	$840.00
8th Head Coach	1	$2,310.00
8th Asst Coach	1	$840.00
Softball		
7th Head Coach	1	$2,310.00
7th Asst Coach	1	$840.00
8th Head Coach	1	$2,310.00
8th Asst Coach	1	$840.00
Track & Field		
Boys Head Coach	1	$2,625.00
Boys Asst Coach	1	$2,100.00
Girls Head Coach	1	$2,625.00
Girls Asst Coach	1	$2,100.00

By mutual agreement of the parties, positions may be split between coaches with no increase in pay.

The number of positions in Appendix B were not bargained and only listed for informational purposes.

APPENDIX C

METROPOLITAN SCHOOL DISTRICT OF DECATUR TOWNSHIP
STATEMENT OF GRIEVANCE FORM

Name of Grievant _____

Date Filed _____ Building _____

Assignment _____

This "Statement of Grievance" is to be filed only after an attempt has been made to resolve the grievance informally with the immediate supervisor or appropriate administrator.

STEP I

Date Cause of Grievance Occurred _____

Statement giving rise to Grievance _____

_____

Agreement Provisions allegedly violated _____

Grievant's contention _____

_____

Relief Sought _____

_____

_____

Signature _____ Date _____

Disposition by Principal _____

_____

Signature _____ Date _____

Position of Grievant _____

_____

Signature _____ Date _____

STEP II

Date received by Superintendent _____

Disposition by Superintendent _____

_____

Signature _____ Date _____

Position of Grievant _____

_____

_____

STEP III

Date Received by Board of Education _____

Decision of Board _____

_____

Signature _____ Date _____

APPENDIX D

METROPOLITAN SCHOOL DISTRICT DECATUR TOWNSHIP
APPLICATION FOR USE OF SICK LEAVE BANK

The applicant (or proxy) should complete this form completely in quadruplicate. One (1) copy should be retained by the applicant and three (3) copies should be submitted to the Sick Bank Committee (S.B.C). Submit the three (3) copies to the Sick Bank Committee by the building representative, building principal, or a member of the Sick Bank Committee.

After the S.B.C. has made a decision on the application, their decision will be relayed to the applicant on one (1) copy, to the Metropolitan School District of Decatur Township Personnel Department on a second (2nd) copy, and the third (3rd) copy will be for the S.B.C. file.

NAME_____

PROXY _____

DATE _____ BUILDING _____

APPROXIMATE NUMBER OF PERSONAL ILLNESS DAYS TO BE USED _____

FIRST DAY OF EXTENDED ILLNESS _____

APPROXIMATE NUMBER OF DAYS NEEDED FROM THE SICK BANK _____

REASON FOR APPLYING FOR USAGE _____

_____

_____

THIS APPLICATION IS SUBMITTED ACCORDING TO THE GUIDELINES OF THE SICK BANK.

_____
Signature

DATE RECEIVED BY COMMITTEE _____

ACTION OF COMMITTEE _____

DATE _____ APPLICATION NUMBER _____

SIGNATURE _____

APPENDIX E

TEACHERS AS SUBSTITUTES

TEACHER_____ SCHOOL_____

SUBSTITUTED FOR:	DATE:	HOURS:

TOTAL HOURS_____

(This section to be filled out by Teacher)

I WISH TO BE CREDITED FOR MY HOURS OF SUBSTITUTION BY:

MEDICAL/ILLNESS **€** **PAY** **€**

Pay is an hourly rate, equivalent to the nearest half-hour, at the current stipend rate. Pay is credited at the end of each semester. Medical/illness is credited to the nearest half-hour; half and whole days are credited as earned. Uneven hours are paid out at stipend rate at the end of the year.

TEACHER'S SIGNATURE _____ DATE _____

PRINCIPAL'S SIGNATURE _____ DATE _____

(For central office use)

AMOUNT OF TIME TO BE ADDED TO CURRENT MEDICAL/ILLNESS TOTAL_____

AMOUNT OF SUBSTITUTE PAY _____

PERSONNEL OFFICE _____

PAYROLL OFFICE _____

APPENDIX F

METROPOLITAN SCHOOL DISTRICT OF DECATUR TOWNSHIP
PAYROLL PROCESSING CALENDAR
2017-2018

Pay Dates

1	09/15/17
2	09/29/17
3	10/13/17
4	10/30/17
5	11/15/17
6	11/30/17
7	12/15/17
8	12/29/17
9	01/12/18
10	01/30/18
11	02/15/18
12	02/28/18
13	03/15/18
14	03/30/18
15	04/13/18
16	04/30/18
17	05/15/18
18	05/30/18
19	06/15/18
20	06/29/18
21	07/13/18
22	07/30/18
23	08/15/18
24	08/30/18

APPENDIX G

ONE-TIME STIPENDS

A. Annual Medical Leave Buy Back

For each teacher who has at least ninety (90) accumulated paid medical leave days as of the end of the school year, the Employer shall pay one hundred dollars ($100) per day as a one-time stipend for each of the unused days in excess of ninety (90) days to a maximum of ten (10) unused days per year. Medical leave days paid according to this provision will then be removed from the teacher's accumulated medical leave days and returned to the corporation.

Should the teacher choose **not** to sell back days beyond the ninety (90) accumulated medical leave days, those days will remain in the teacher's accumulated account.

Should a teacher choose to sell back accumulated paid medical leave days beyond ninety (90) days, the stipend amount shall be paid by June 15, 2018.

This does not apply to anyone retiring at the end of the 2017-18 school year.

B. Attendance Bonus

Teachers who:

1) worked at least one hundred-twenty (120) contract days in the MSD Decatur Township during the 2016-2017 school year, and

2) have a 97% attendance rate (FMLA, personal, professional and bereavement leave, military leave and jury duty excluded). For the purpose of determining this stipend, it is the teacher's responsibility to correct recording errors to attendance records within thirty (30) calendar days after a pay period.

3) And return to employment at MSD Decatur Township Schools for 2017-18

4) Will share in a stipend based on attendance.

5) This **stipend** will not be added to his/her base salary moving forward. Eligible teachers will share equally in the cost savings created by utilizing fewer sick leave days. A distribution will occur once $25,000 in savings is generated as a result of reduced leave days at the end of the 2016-2017 school year, calculated as the number of days reduced at $85 per day, up to a maximum amount of $205,000. **This bonus will not be calculated again at the end of the 2017-18 year.**

C. Continuing Education Reimbursement Stipend

1. Dual Credit Reimbursement- A teacher who is doing course work toward a dual credit teaching certification may receive reimbursement from the district. The district will pay a total of up to $25,000 in reimbursement between July 1, 2017 and June 30, 2018. Prior approval of the building principal and central office director is required. Reimbursement shall be for 50% of tuition costs per semester.

2. Advanced Placement Reimbursement - A teacher who is doing course work toward an Advanced Placement teaching certification may receive reimbursement from the district. The district will pay a total of up to $5,000 in reimbursement between July 1, 2017 and June 30, 2018. Prior approval of the building principal and central office director is required. Reimbursement shall be for 50% of tuition costs per semester.

3. ELL Licensure - A teacher who is doing course work toward an English Language Learner license may receive reimbursement from the district. Additionally, the district will pay a total of up to $50 in reimbursement between July 1, 2017 and June 30, 2018. Prior approval of the building principal and central office director(s) is required.

APPENDIX H

ANCILLARY DUTIES

1. **Summer In-Service or Curriculum Development**

   The Board will continue to pay for voluntary summer in-service **or** curriculum development activities at $25 per hour. In the event teacher wages in future grants with external agencies are less than the above, the Board and the DEA will meet and agree on the wages in said grant to the extent such grant is permitted to be bargained by law.

2. **Compensation for In-services:**

   Required in-services for teachers beyond the contractual day shall be compensated at their hourly rate.

3. **Teachers as Substitutes:**

   In the event a teacher is asked by the administration, and accepts to substitute for another teacher, such teacher shall be provided the appropriate form and present it to the Principal's office or designee within three (3) days. The teacher may choose one of the following options for credit:

   a. The teacher may choose to be credited with medical/illness leave time, equivalent to the nearest half-hour (1/2) for the amount of time such teacher acted as a substitute. Six (6) hours of medical/illness leave time is equivalent to one (1) day's medical/illness leave. Credit will be given to half and whole medical/illness days as they occur. At the end of the year, uneven medical/illness leave hours will automatically be compensated by pay. Therefore, all service records will be cleared for that school year.

   b. The teacher may choose to be credited with pay at the stipend rate, equivalent to the nearest half-hour (1/2) for the amount of time such teacher acted as a substitute. Hourly pay, at the stipend rate, will be credited at the end of each semester.

   c. See form in Appendix E.