

**MASTER AGREEMENT**  
**BETWEEN**  
**THE**  
**BATESVILLE EDUCATORS ASSOCIATION**  
**AND THE**  
**BATESVILLE COMMUNITY SCHOOL CORPORATION**

**2018-19**

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**ARTICLE I  
RECOGNITION**

**The school employer recognizes the Batesville Educators Association as the exclusive representative of all certificated school employees of the Batesville Community School Corporation, with the exception of the following positions:**

**Superintendent, Director of Student Learning, Director of Buildings & Grounds, Director of Transportation & Safety, Director of Information Technology Support, Director of Information Technology Curriculum, Instructional Technology Specialists, Director of Health Services, Corporation Treasurer, Principals, Assistant/Associate Principals, Dean of Students, Athletic Director(s), Head Football Coach, and Head Basketball Coach**

**ARTICLE II  
DEFINITIONS**

**A. As used in this Contract:**

1. "Board" or "school employer" means the Board of School Trustees of the Batesville Community School Corporation and any person(s) authorized to act for said body in dealing with its employees.
2. "School Corporation" means the Batesville Community School Corporation of the Counties of Ripley and Franklin of the State of Indiana.
3. "Certificated school employees" and "teacher(s)" mean the certificated personnel employed by the school employer in the bargaining unit as defined in Article I of this Contract.
4. "Association" or "BEA" means the Batesville Educators Association, and any person(s) authorized to act on its behalf.
5. Reference to gender in this agreement, whether male or female, shall include all individuals regardless of gender, unless the specific context indicates otherwise.

ARTICLE III  
COMPENSATION

A. SALARY

1. The salary schedule(s) for 2018-2019 will be found in Appendix A of this agreement.

B. EXTRACURRICULAR ASSIGNMENT

1. As a part of the salary listed on the schedule, and after consultation with the teacher to determine the teacher's experience and interest, the school employer shall have the right to make extra duty and extracurricular assignments as are necessary for a good and sound educational program. Only those duties listed on the extracurricular schedule (Appendix B) are paid in addition to those salaries (Appendix A).

C. PAY OPTIONS

1. The regular contract salary shall be paid to the teacher in either 22 or 26 equal biweekly gross payments. Teachers shall receive their pay every other Friday unless that day is a school holiday. In such a case, teachers shall receive their pay on the last school day prior to that day, but in no case shall the pay date be more than two (2) days prior to the regularly scheduled date.
2. A teacher receiving twenty-six payments per year may elect to receive summer pay in a lump sum. Such lump sum payment shall be made at the time of the first payment in July and shall be subject to the same taxes and deductions as if they were individual checks. In order to receive the remaining checks in a lump sum, the teacher must request such, in writing, no later than the first day of the preceding April.

D. RETIREMENT PROVISIONS

1. REGULAR RETIREMENT

- a. Retirement pay shall be provided to a retiring teacher according to the following requirements and provisions:
  - (1) Retirement benefits will be paid upon retirement as stipulated below, provided the retiring teacher has reached the age of 55 and has at least 20 years of total teaching experience from state accredited schools, with at least 10 years of teaching experience in this school corporation. The change in this language will affect those persons employed after June 1, 1998. Those employed prior to that date shall be grandfathered under the language of the 1996-1997 Contract.
  - (2) Said teacher shall notify the Office of the Superintendent of intent to retire not later than May 15 in the year prior to retirement, provided, however, that official notification must be confirmed, in writing, no later than December 31 in the school year of retirement. These date deadlines may be waived by the Board in case of retirement due to a disability.
  - (3) Permanent retirement must be evidenced and application for retirement benefits must have been made by said teacher to the Indiana State Teachers' Retirement Fund Board.
  - (4) Payment will be made to the teacher's 401(a) plan (not to exceed the maximum allowed by law) at the time of the teacher's last check as follows:

**TOTAL YEARS OF SERVICE**

**20-25 years:**

per year of Batesville service \$55.00  
plus per day of unused sick leave \$55.00

**26-30 years:**

per year of Batesville service \$60.00  
plus per day of unused sick leave \$60.00

**31 years and up:**

per year of Batesville service \$65.00  
plus per day of unused sick leave \$65.00

- (5) In the event of the death of a teacher the notification requirement shall be automatically waived and the retirement pay shall be paid to the estate of the teacher.
- (6) If rehired, a teacher who elected to retire under this option shall not be eligible to receive the retirement benefit a second time.

**E. MILEAGE REIMBURSEMENT FOR AUTHORIZED TRAVEL**

- 1. Reimbursement for authorized travels shall be at the approved IRS (Internal Revenue Service) rate per approved mile.

**F. INSURANCE**

**1. MEDICAL INSURANCE**

Insurance up to the amount specified below will be paid by the school employer toward the cost of hospital, surgical, and medical care type insurance for each full-time certificated employee enrolled in the school corporation's group medical insurance plan with the teacher paying not less than one dollar (\$1.00) per year. The Association may, prior to the policy anniversary date, make recommendations to the school employer through the Office of the Superintendent as to the selection of the insurance company and the insurance coverages.

The Board will contribute toward the cost of the medical insurance plans as follows:

|                         |            |                         |
|-------------------------|------------|-------------------------|
| Employee Only Plan      | \$3,900.00 | (\$325.00 per month)*;  |
| Employee and Children   | \$6,804.00 | (\$567.00 per month)*;  |
| Employee and Spouse     | \$8,352.00 | (\$696.00 per month)**; |
| Employee and Dependents | \$9,000.00 | (\$750.00 per month)**. |

\*\*The Board's contribution shall not exceed a dollar figure equal to 90.5% of the premium.

If two employees HAVE DEPENDENTS and are covered by the same family enrollment, then the contribution of the Board shall be \$11,904.00 (\$992.00 per month) for the two employees.

If two employees DO NOT HAVE DEPENDENTS and are participants in the medical insurance plan, they shall be required to enroll in two individual medical plans. The Board shall contribute the amount of \$4,692.00 (\$391.00 per month) toward each plan.



**2. LIFE INSURANCE**

- a. Life insurance will be computed at 1.5 times the base salary to the nearest \$1,000 or \$50,000 whichever is greater.
- b. Base salary will be established at the salary step in effect on the first contract day of the new school year. No extracurricular stipend or other adjustments to the base salary step will be used in the life insurance calculation. (i.e. – base salary step \$43,200 x 1.5 = \$64,800 / life insurance calculated for \$65,000 for the contract year).
- c. Since any term insurance exceeding \$50,000 is taxable as per IRS guidelines all applicable regulations will be followed.
- d. The school employer shall pay the total cost for term life insurance that provides a minimum death benefit of fifty thousand dollars (\$50,000.00) or greater as shown in Article III Compensation, Section H Insurance, Sub-section 2, Paragraph a, double for accidental death. Such policy shall be convertible to ordinary life insurance upon termination of employment in the Corporation or upon application of the teacher to the insurance carrier with said teacher paying the additional amount for the conversion.
- e. Any future rate increases/\$1,000 of coverage would cause the life insurance coverage to be reduced proportionately to keep the corporation cost level/\$1,000 of coverage unless agreed to by both parties.
- f. The Association may, prior to the policy anniversary date, make recommendations to the school employer through the Office of the Superintendent as to the selection of the insurance company.

**3. LONG TERM DISABILITY**

The Board will pay the total cost of a Long Term Disability program that provides the following benefits:

66.67% of earnings to a maximum as follows:

\$3,500 per month.

Benefits payable to age 65 or normal social security retirement age.

Six Months qualifying period.

**4. FLEXIBLE FRINGE BENEFIT PROGRAM**

The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to bargaining unit members. The salary schedule (Appendix A) includes \$4,000.00 which is set aside for a Section 125 Flexible Fringe Benefit Program which shall include non-taxable benefits of medical insurance, Long Term Disability, Section 79 Life Insurance, non-reimbursed medical expenses, dependent care and taxable benefits of cash. Deductions for non-reimbursed medical expenses and dependent care expenses shall be made in twenty (20) or twenty-four (24) deductions.

The Flexible Fringe Benefit Election Form is set forth in Appendix D. The enabling Flexible Fringe Benefit Program is hereby incorporated by reference.

**G. MILITARY/PEACE CORPS SERVICE**

1. Any teacher shall receive one (1) year's experience credit on the salary schedule for each previous year military service, Peace Corps service, or service in an accredited parochial or private school, up to a maximum of four (4) years.
2. It is specifically understood that this provision shall become effective as of the date of this Agreement, and is in no way retroactive for any employee presently or previously employed.

**H. SUMMER SCHOOL AND ADULT EDUCATION**

1. Teachers of summer school and/or adult education, when teaching a credit course, shall be issued a Supplemental Service Contract and shall be paid for each hour of instruction at an hourly rate based on their regular teacher's contract salary.
2. Teachers of summer school and/or adult education, when teaching a non-credit course, shall be paid for each hour of instruction as follows:

|                                 |              |
|---------------------------------|--------------|
| 0-4 years teaching experience   | \$28.00/hour |
| 5-9 years teaching experience   | \$29.00/hour |
| 10-14 years teaching experience | \$30.00/hour |
| 15-19 years teaching experience | \$31.00/hour |
| 20 years and up.....            | \$32.00/hour |

**I. RETAINING INSURANCE FOR RETIRED TEACHERS**

Teachers who retire between the ages of fifty-five (55) and sixty-five (65), who have ten (10) years of service with this Corporation immediately prior to retirement, and who have twenty (20) or more years of total service shall be allowed to participate in the group medical insurance plan.

Additionally, any such qualifying teacher may maintain coverage for his/her spouse until that spouse qualifies for Medicare even though that qualifying teacher has previously qualified for Medicare.

Retired teachers electing to exercise this option shall be required to pay the full monthly premiums for the type of coverage selected and shall have such premium payments into the Corporation's Business Office in advance of the Corporation's due date for submitting to the insurance carriers.

**J. INDIANA STATE TEACHERS RETIREMENT FUND**

1. The amounts contained in (1) the salary schedule herein contained in Appendix A, (2) the extracurricular schedule herein contained in Appendix B, (3) the amounts payable under Article III, Sections C1, C2, D1 and D2, and (4) to the extent allowed by law the retirement pay herein contained in Article III, Section F include three percent (3.00%) of said amounts to be paid directly to the Indiana State Teachers Retirement Fund by the school employer on behalf of each affected teacher for payment of the teacher's share of such retirement contribution. Thus, the individual teacher's contract for each affected teacher shall be written for the amount of compensation payable which is less the said three percent (3.00%).

**K. 401(A)/403(B) MATCHING ANNUITY PLAN**

1. The Board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the 401(a) Plan) for all certificated school employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certificated school employees. The Board shall also maintain a 403(b) Plan (hereinafter referred to as the "403(b) Plan") for all certificated school employees covered under this collective bargaining agreement. The 403(b) Plan will include provisions for pre-tax salary reduction contributions which will be matched by equal Board contributions to the 401(a) Plan. The maximum contribution that will be made to the 401(a) Plan by the Board will be 2 1/2% of Salary Schedule Salary.
2. The contributions made by the certificated school employees and matched dollar for dollar by the Board shall be an amount which reflects the appropriate percent of the certificated school employee's base salary as set forth on the certificated school employee's contract which corresponds to his or her placement on the salary schedule (Appendix A).
3. The parties agree that all contributions made to the 401(a) Plan by the Board shall be considered as additional funds and be counted as part of any salary increases negotiated for the certificated school employees.
4. The 401(a) Plan shall:
  - a. Be subject to all applicable Internal Revenue Service regulations.
  - b. Have no contract initiation fees charged to the employee.
  - c. Have no administrative or Plan Document charge to the Board.
  - d. Have a vendor selected by the Association.
5. The employer shall deposit employer contributions for each employee into an individual account for the employee in the tax-deferred annuity program selected by the Association. Such deposits shall be made on a monthly basis.
6. 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, if any.
7. Once contributions are made by the employee and the employer on behalf of the employee, all assets of the accounts become the property of the employee and, in the event of death, his/her designated beneficiaries or, lacking same, estate.

**L. ANNUITIES**

Payroll deductions will be available for Board approved tax-sheltered annuities. Teachers shall indicate the amount to be deducted by the first Friday in September. Changes in deductions may be made at any time, with such changes to be implemented with the next monthly billing.

**M. PROFESSIONAL DEVELOPMENT/WORKSHOPS**

1. A teacher will be paid from the following schedule for attendance at an administrative directed professional development session/workshop not held during the contract day.
2. Length of professional development activity.
 

|                  |          |
|------------------|----------|
| 0 – 2 hours      | \$25.00  |
| Plus 2 – 4 hours | \$50.00  |
| Plus 4 – 6 hours | \$75.00  |
| Plus 6 – 8 hours | \$100.00 |

**N. PRESENTATION STIPEND**

1. A teacher shall be paid from the schedule below for presentation preparation based upon length of presentation:

0-2 hours \$50.00  
 Plus 2-4 hours \$100.00  
 Plus 4-6 hours \$150.00  
 Plus 6-8 hours \$200.00

2. If two (2) or more teachers present together, then the following schedule shall be used and dollars split as determined by the teachers:

0-2 hours \$ 75.00  
 Plus 2-4 hours \$150.00  
 Plus 4-6 hours \$225.00  
 Plus 6-8 hours \$300.00

3. If an employee gives a repeat presentation of the same materials in the same school year, only one (1) presentation stipend will be paid for the school year.

**O. EXTENDED CONTRACT (HIGH SCHOOL) Compensation for teaching additional class**

A high school teacher electing to teach seven (7) classes during a school year shall be compensated with an extended contract derived by means of the following formula.

1380 minutes (6 blocks teaching time (90+90+50\*6})  
 230 minutes (preparation time per week (90+90+50))  
 38.3 minutes (preparation time per class)  
 x7 (number of classes taught with no preparation period)  
 268.1 minutes (preparation time expected for 7 classes)  
 -230 minutes prep time per week  
 38.1 minutes (additional preparation time expected with 7 classes per week)  
 +230 minutes taught in extra block  
 268.1 minutes (additional time-teaching + prep-with 7 classes per week)  
 +5 days per week  
 53.62 minutes (additional time-teaching + prep-with 7 classes per day)  
 ÷ 450 minutes (total time, 7.5 hours in contract day)  
 11.92% (percentage of day represented by extra minutes worked)  
 11.92% (increase in work and compensation)  
 x 180 (instructional days)  
 21.44 (number of extended contract days to provide appropriate compensation)

**P. EXTENDED CONTRACT (MIDDLE SCHOOL) Compensation for teaching additional class**

A middle school teacher electing to teach seven (7) classes during a school year shall be compensated with an extended contract derived by means of the following formula.

276 minutes (6 periods teaching time)  
 46 minutes (preparation time per day)  
 ÷ 6 periods of teaching  
 7.7 minutes (preparation time per class)  
 x 7 (number of classes taught with no preparation period)  
 53.9 minutes (preparation time expected for 7 periods)

- 46 minutes (preparation time per day)  
7.9 minutes (additional preparation time expected with 7 periods)  
+ 46 minutes taught in extra period  
53.9 minutes (additional time-teaching+prep-with 7 periods)  
÷ 450 minutes (total time, 7.5 hours in contract day)  
11.98% (percentage of day represented by extra minutes worked)  
11.98% (increase in work and compensation)  
x 180 (instructional days)  
21.56 (number of extended contract days to provide appropriate compensation)

**ARTICLE IV  
LEAVES**

**A. SICK LEAVE**

Each teacher employed under a regular or temporary teaching contract shall be entitled to ten (10) days sick leave with pay the first year of employment and nine (9) days in each succeeding year.

1. Sick Leave days may be used for illness, quarantine, or medical appointments involving the teacher, the teacher's spouse, parents, brothers, sisters, children, grandparents, and grandchildren all by blood, marriage, or adoption, or any member of the family unit living in the same household, no matter the degree of relationship.
2. Any such sick leave days that remain unused at the end of any school year shall be added to the teacher's accumulated total and shall be available to the teacher for use in subsequent years. Such accumulation shall not exceed one hundred eighty-five (185) days.
3. In the event a teacher shall have accumulated one (1) or more days of sick leave in another accredited school corporation, there shall be added for the second year and each year thereafter of employment up to three (3) days of sick leave until the number of accumulated days to which the teacher was entitled in the last place of employment shall have been exhausted.

**B. PERSONAL BUSINESS LEAVE**

Each teacher shall be entitled to three (3) days per school year without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs.

1. Notification that a day's absence is to be charged against personal business leave should be given to the teacher's immediate supervisor at the earliest possible time. If prior written notice cannot be given, it must be submitted as soon after the leave as possible. The Association discourages the use of Personal Business Leave days on those days preceding or following a holiday or vacation period or on the first or last day of the school year.
2. The reason, "absence for personal business", shall be sufficient for the leave and said paid leave cannot be withheld for any reason.

**C. BEREAVEMENT LEAVE**

1. A teacher is entitled to be absent, without loss of pay, for up to five (5) school days within a fifteen (15) calendar day period in case of death in the immediate family of the teacher.
  - a. For purposes of this section "immediate family" is defined as those relatives by blood, marriage, or adoption, including parents, spouse, children, siblings, grandparents, grandchildren, or any other member of the family unit living in the same household, no matter the degree of relationship.
  - b. It is the purpose of this leave that the teacher have time to attend the funeral and attend to other personal matters of the immediate family.

**D. FUNERAL LEAVE**

1. A teacher is entitled to be absent without loss of pay to attend the funeral of certain relatives as follows: One (1) day to attend the funeral of an aunt, uncle, niece, nephew, first cousin, or-parent of the employee's children not living in the household of the teacher

**E. JURY DUTY LEAVE**

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

**F. LEAVE WITHIN A LEAVE**

1. Teachers shall not be entitled to use any paid leave for days they are on unpaid leave or vacation, unless otherwise specifically provided for in this Agreement.

**G. LEAVE CERTIFICATION STATEMENT**

1. In any case where leave is utilized by a teacher, a statement certifying the leave may be required by the Board from time to time.

**H. COMPENSATION FOR UNUSED DAYS OVER MAXIMUM ACCUMULATION**

1. At the conclusion of each school year, each bargaining unit member who has accumulated the allowable maximum accumulation of days as listed above and who, at that time, has any days over the maximum will be compensated at the rate of fifty-three dollars (\$53.00) for each unused sick and/or personal day over and above the maximum allowable accumulation. Any such payment due for that year shall be added to the teacher's 401(a) plan (not to exceed the maximum allowed by law) within thirty (30) days of the last teacher work day of that school year if the corporation receives its funds at the regularly scheduled times. If funds are not received on time, payment will be paid within fifteen (15) work days after receipt of the funds.

**I. ADVANCED STUDY LEAVE**

1. The Board may grant a one (1) year leave of absence without pay upon application of a permanent teacher for the purpose of full time advanced study for a master's or higher degree.
  - a. 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 school employer.
  - b. Application for such leave must be made to the Office of the Superintendent no later than July 1, preceding the requested year of absence.
  - c. If leave is granted, credit for this year will be given for the purpose of placement on the salary schedule.

**J. TEMPORARY DISABILITY LEAVE**

1. Upon application, and approval by the school employer, a temporary disability leave of absence shall be granted to teachers of this school corporation on the following basis:
2. APPLICATION OF PROVISIONS
  - a. This provision shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration, including major surgery, pregnancy, childbirth, illness, or injury.

- b. Any such leave may be for a period of no more than one (1) year, provided, however, that for pregnancy and/or childbirth the leave may begin any time following the commencement of the teacher's pregnancy and may extend up to one (1) year following the birth of the child.
- c. After determination that disability leave is imminent, the teacher shall give notice to the superintendent, in writing, of the anticipated date on which the leave will commence and the anticipated date of return. Except in case of a medical emergency, such notice shall be made at least thirty (30) days prior to the beginning date.
- d. In case of a temporary disability caused by pregnancy, said teacher is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, provided said teacher submits with the timely notice as provided herein, a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable.

### 3. GENERAL PROVISIONS

- a. If said teacher desires to continue his duty assignment prior to the commencement of said leave, such notice must include a written statement from his physician attesting to the teacher's ability to continue performing the full schedule of the duties and responsibilities of his position and assignments. The teacher will be permitted to continue on full active duty until such date, provided he does perform the full duties and responsibilities of his position and assignments and provides, from time to time upon request of the school employer, additional certification from his physician of his full ability to continue performing the full schedule of the duties and responsibilities of his position and assignments.
- b. Said teacher may elect to utilize his accumulated sick leave during his period of temporary physical disability provided a physician's statement and certification of physical disability is submitted to the Office of the Superintendent for any said temporary disability absence of more than ten (10) consecutive days. While on said leave, sick leave days will be paid only for the number of assigned duty days the teacher is absent which occur during the current contract term, from which a physician certifies said teacher to be physically disabled, limited to the extent of the number of sick leave days accumulated by the teacher at the time said leave commences. Additional statements of certification by a physician of the temporary physical disability of said teacher are required, except for temporary disability caused by pregnancy, for said disability, which exceeds a duration of twenty (20) consecutive days. Said additional certification shall be submitted by said teacher to the Office of the Superintendent no later than the first day of each ensuing month after said twenty (20) consecutive days absence.
- c. In all cases the school employer reserves the right to require an examination by a school employer-appointed physician(s) to determine the teacher's fitness (1) to continue performing the full schedule of the duties and responsibilities of his position and assignments, and/or (2) to return to employment and resume the full performance of the duties and responsibilities to which he may be assigned. The cost of such examination shall be borne by the school employer.
- d. If said leave extends beyond the first day of May of any year, the granting of said leave by the school employer shall not prevent the school employer from serving notice to said teacher on or before May 1st that said teacher's contract will not be renewed, nor will the granting of said leave prevent the school employer from invoking, initiating, and utilizing the procedures established by law for the cancellation of any indefinite contract with a permanent teacher.

### K. ADOPTIVE LEAVE



1. Adoptive leave shall be granted for up to a period of one (1) year. Upon initial application for the adoption, the teacher shall notify the superintendent of his/her intent. The period of the leave shall commence when the child is physically turned over to the teacher-parent.
2. The teacher may elect to utilize his/her accumulated sick leave during this adoptive leave for up to six (6) weeks. While on said leave, sick leave days will be paid only for the number of assigned duty days the teacher is absent which occur during the current contract term.

L. PATERNITY LEAVE

1. A male teacher may be granted, upon written request, a leave of absence of up to one (1) year for infant care. Such leave, if granted shall be without pay and benefits.

M. CONTINUATION OF INSURANCES

1. Prior to the commencement of a leave under this Article, the teacher may elect to continue the group insurance plan by submitting a letter of such intent and paying the Board the entire monthly premium prior to the time such monthly premium becomes payable during the leave.

N. COURT LEAVE

1. If any teacher is joined as a necessary party to any civil suit, because of his/her position as a teacher in the School Corporation, he/she shall be entitled to such time off with pay as is necessary to attend the trial or any hearing in said suit at which his/her presence is necessary.
  2. If any teacher receives a subpoena to testify in a school-related matter, as determined by the superintendent, he/she shall be entitled to time off with pay as is necessary to attend the trial or any hearing regarding the matter. Such leave shall be of no effect in cases that are initiated by or for a teacher against the Board and/or Corporation.
  3. Court leave with pay shall also be granted to teachers who are subpoenaed as witnesses in a criminal court proceeding. Teachers subpoenaed as witnesses in civil court proceedings shall receive pay if (1) the BEA is not a party to the suit, (2) the teacher is a witness as a result of his position as a teacher, e.g. he is the teacher of a child whose parents are being divorced, and (3) the teacher has cooperated with the school in every way to insure the least disruption in the education process.
1. In all instances described heretofore, any compensation (i.e. per diem, not reimbursement) received by the teacher shall be turned over to the Board.

O. VOLUNTARY SICK LEAVE BANK

1. The purpose of the Voluntary Sick Leave Bank (hereafter referred to as the Bank) is to provide personal illness leave to contributors to the Bank after their accumulated personal illness leave has been exhausted--and more specifically to provide such leave from the Bank in case of prolonged illnesses. 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 Batesville Community School Corporation 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 these 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:

- i. **Superintendent of Schools of the Batesville Community School Corporation or his/her designee.**
    - ii. **President of the Batesville Educators Association or his/her designee.**
    - iii. **One Batesville Community School Corporation administrator. This member is to be appointed by the Superintendent of Schools.**
    - iv. **Two bargaining unit members. These members are to be appointed by the Association president. Effort should be made with these appointments to provide bargaining unit representation from the elementary and secondary levels.**
  - (2) **Should a vacancy occur on the SBC, the authority making the original appointment shall appoint a replacement for the vacant position.**
  - (3) **One of the bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The BEA President 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 contract day of the current school year. Enrollment in the Bank by bargaining unit members will begin September 1 and end on September 30 of the current school year, or only during the first four (4) weeks following the first day of employment.**
  - (2) **The Bank will become operational only after 40% or more of the members of the bargaining unit have shown their willingness to participate in the Bank by contributing the individually required number of days to the Bank. The individually required number of days is set forth in Rule 4-c.**
- c. Membership**
- (1) **The Bank shall be established for all bargaining unit members of the Batesville Community School Corporation who indicate their desire to participate by contributing the individually required number of days as indicated in Rule 4-c.**
- d. Guidelines**
- (1) **The Bank shall be administered by the SBC in accordance with the following provisions:**
    - i. **The Bank may be used only by the individual contributor for his or her personal illness.**
    - ii. **Days from the Bank may be used only for those workdays that the individual contributor is employed under a Regular Teacher Contract.**
    - iii. **If the number of days in the Bank falls below fifteen (15) days prior to May 1 of any year, each participant will be required to donate one (1) additional day of his accumulated personal illness leave to the Bank. If a member has used all of**

his personal illness leave, the additional day will be donated as soon as new personal illness leave is granted.

- iv. All days, once donated to the Bank, become the property of the Bank.
  - v. The maximum dollar expenditure during each school year is \$13,000.00. The maximum dollar expenditure during the period January 1 through June 30 or July 1 through December 31 is \$10,000.00. If these amounts are reached at any time during these periods, the Bank will cease to operate for the remainder of that period.
  - vi. All requests to receive grants from the Bank must be submitted in writing to the SBC on the prescribed Form SBC-1. The earliest effective date shall be the date that Form SBC-1 is received by the SBC.
  - vii. Any person submitting a request to use the Bank must have made his/her proper contribution and met all eligibility requirements. If a person is physically unable to submit the Form, the Forms may be submitted by a proxy.
  - viii. A person will not be able to withdraw days from the Bank until his/her own accumulated personal illness leave is depleted.
  - ix. 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.)
  - x. Periodic reviews by the SBC of all Bank use will be made. No use may extend more than thirty (30) working days without approval of the SBC.
  - xi. Days granted from the Bank may not be granted for the period of disability when monies are paid to the employee under the Workmen's Compensation Law.
  - xii. Days granted will be reimbursed at a rate equal to the per diem rate of pay on the adopted salary schedule for the individual granted the days. After the thirty (30) day review, the SBC reserves the right to change the percentage rate of payment.
  - xiii. The SBC will review and present to the Batesville Community School Corporation Business Office approval or denial of all requests to draw on the Bank within ten (10) working days after such request is received by the Committee. This information should be received by the Bookkeeping Department on the same day the service records are received from the building principals. The Committee will also make its decision known to the applicant within this ten (10) day period.
- e. **Appeal Board**
- (1) An Appeal Board will be established composed of the following six (6) persons:
    - i. The Superintendent of the Batesville Community School Corporation or his/her designee.

- ii. The Association president or his/her designee.
  - iii. Four (4) members will be appointed--two (2) each by the Superintendent of Schools and the Association president.
  - iv. No appointed member of the SBC may at the same time be a member of the Appeal Board.
- (2) The Association president or his/her designee will act as chairperson of the Appeal Board.
  - (3) If a request for use of personal illness 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 by 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 Leave Bank is excluded from the Grievance Procedure.
- f. **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 Leave Bank. The medical report will be at the member's expense. The SBC will review each case as required. 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 shall, as a condition to such application, agree in writing substantially as follows:
 

**"I voluntarily 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 case 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 Batesville Community School Corporation, The Corporation Board of Trustees, The Batesville Educators Association, the Sick Bank Committee, 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 a respect to a decision made by any of them concerning this application."**
  - (3) 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.
- g. **Annual Report**
- (1) An annual report of the Bank will be published on or before July 1 for each year the Bank is in operation. This report will be published by the Batesville Educators Association and approved by the Superintendent of Schools of the Batesville Community School Corporation prior to publication. The report shall include a statement of the

**number of days contributed to 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 V  
GRIEVANCE PROCEDURE

A. GRIEVANCE PROCEDURE

This Grievance Procedure, hereinafter referred to as "Procedure", stipulates the conditions under and the procedures by which grievances alleged by certain certificated school employees as defined in this Contract shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following grievance procedures.

B. DEFINITIONS

1. "Grievance" means, and shall be limited to, an alleged violation of an express article or section of this written Contract, except where such article or section is exempt from this Procedure.
2. "Superintendent" means the chief administrative officer of the School Corporation, or designee.
3. "Grievant" means the certificated school employee(s) directly affected by the alleged violation making the claim.
4. "Day" means school employer assigned duty day of the teacher which occurs during the term of a teacher's individual contract, provided, however, that at all other times, "day" shall mean week day.

C. STRUCTURE

1. Nothing herein contained shall be construed as limiting the right of any certificated school employee having a grievance to proceed independently of this Procedure.
2. The grievant may be represented by any person(s) of his own choosing at all levels of the Procedure, limited however to a total of two (2) representatives.
3. There shall be no additional evidence, material, allegation, or remedy submitted by the grievant or his representative during the grievance process, once a formal grievance has been filed at Formal Level One. The superintendent shall waive the restrictions on additional evidence or material stipulated herein upon request of the grievant provided that the grievant documents that said additional evidence or material was either not known or not available to the grievant at the time said grievance was filed at Formal Level One.

D. PROCEDURE

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and school employer.

1. INFORMAL GRIEVANCE

- a. Within fifteen (15) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to his principal or immediate supervisor or his designee by meeting with him individually in an informal manner during non-teaching hours. The grievant may be accompanied by a representative as provided herein, provided his principal or immediate supervisor is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the principal or immediate supervisor or his designee shall give his answer orally to the grievant.

2. FORMAL GRIEVANCE

a. Level One

- (1) Within five (5) days of the oral answer, or within twelve (12) days after presentation of the grievance at the Informal Level if no oral answer has been rendered, or if the grievance is not resolved, it must be filed by the grievant with the principal or designee in writing, signed by the grievant, on the appropriate grievance form (Appendix C).

The written grievance shall name the certificated school employee involved, shall state the facts giving rise to the grievance, shall identify by specific reference all express articles or sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said articles or sections, and shall indicate the specific relief requested.

- (2) Within seven (7) days after receiving the written grievance, the principal or supervisor or his designee shall communicate his answer in writing to the grievant.

b. Level Two

- (1) In the event that the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided said appeal is filed with the superintendent within ten (10) days of receipt of the written answer at Level One or within seventeen (17) days after presentation of the grievance at Level One if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted.

- (2) The grievant shall submit the written claim, signed by him, to the Superintendent of Schools. Within ten (10) days from the receipt of the grievance the superintendent shall render a written decision to the grievant as to the resolution of the grievance. The superintendent may hold a formal hearing(s) prior to the rendering of the written decision and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the superintendent determines further investigation is necessary.

c. Level Three

- (1) In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to the school employer provided the grievant files said written appeal with the school employer within seven (7) days of the receipt of the superintendent's written answer, or, if no written decision has been rendered by the superintendent, either within seventeen (17) days or within thirty-one (31) days after presentation of the grievance at Level Two, whichever is applicable. The Board may hold a formal hearing(s) prior to the rendering of the written decision and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the Board determines further investigation is necessary.

E. MISCELLANEOUS

1. Decisions rendered at Formal Level One, Level Two, and Level Three of this procedure shall be in writing.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
3. All necessary forms for the grievance procedures set forth in this Procedure shall be provided by the superintendent.

4. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless such time limits are extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the school employer's answer at the previous level.
5. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held at non-teaching hours unless otherwise directed by the school employer.
6. No certificated school employee shall use this Procedure to appeal any decision by the school employer or administration if such decision is based upon mandates of a State or Federal Regulatory Commission or Agency.
7. Certificated school employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
8. This Procedure supersedes all previous grievance policies or procedures, verbal or written or based on alleged past practices or procedures, and constitutes the entire procedure for the processing of grievances.



**ARTICLE VI  
COMPENSATION FOR EXTENDED CONTRACTS**

**It is understood the following positions may be contracted for a number of days beyond the board approved days for the 2018-19 contract for Certified Staff Members. If any of these positions are contracted beyond the board approved days for the 2018-19 contract, the compensation for those days shall be based on a daily rate of the individual filling that position.**

**High School Guidance Counselor**

**Middle School Guidance Counselor**

**High School Media Specialist**

**Middle School Media Specialist**

**Elementary School Media Specialist**

**ARTICLE VII  
GENERAL PROVISIONS**

- A. This Contract supersedes and cancels all previous contracts or agreements, verbal or written or based on alleged past practices, between the school employer and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.**
- B. If any Article or Section of this Contract or of any rider thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final decision as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.**
- C. All bargainable issues have been discussed during the bargaining leading to this Contract, and no additional bargaining on said issues will be conducted on any item, whether contained herein or not, during the life of this Contract, unless the parties, by supplemental written agreement hereto, agree to conduct additional bargaining on said issues.**
- D. The school employer construes and the Association recognizes the specific provisions of this Contract as constituting limitations and being the only limitations upon the school employer's right, power, authority, duties, and responsibilities to manage and direct the operations and activities of this school corporation to the full extent authorized by law.**
- E. In the event that a teacher is employed for a period of time less than full time, that person shall be entitled to all benefits of this Contract in an amount directly proportionate to their time employed. Health insurance is an exception to this and would be paid as outlined in Article III Compensation Paragraph G Insurance and Article I Insurance.**

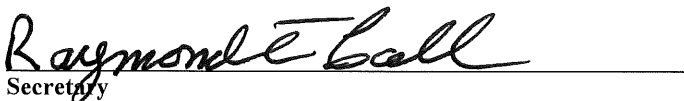
ARTICLE VIII  
TERM AND EFFECT

The terms and conditions of this agreement shall become effective on July 1, 2018, with compensation changes retroactive to the beginning of the 2018-2019 contract year, and shall continue in effect through June 30, 2019 with all issues having been considered and agreed upon.

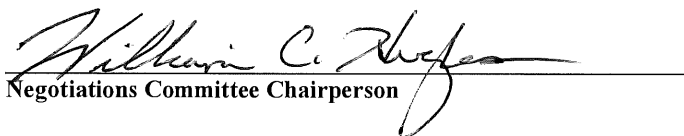
Therefore, this agreement is made and entered into this 22 day of October, 2018, by and between the Board and the Association, as defined herein, and is attested to by the representatives whose signatures appear below:

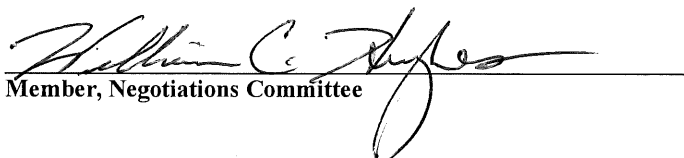
BOARD OF SCHOOL TRUSTEES OF THE  
BATESVILLE COMMUNITY SCHOOL CORPORATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

BATESVILLE EDUCATORS ASSOCIATION

  
\_\_\_\_\_  
Negotiations Committee Chairperson

  
\_\_\_\_\_  
Member, Negotiations Committee

**APPENDIX A-SALARY SCHEDULE**

**2018-2019 SCHOOL YEAR**

**185 WORK DAYS (Informational purposes only)**

| Row | BS       | Academic Needs 1 + 2 points | Leadership | Academic Needs 2 + 2 points | Leadership | Academic Needs 3 + 2 points | Leadership | Academic Needs 4 + 2 points | Leadership | Academic Needs 5 + 2 points | Leadership |
|-----|----------|-----------------------------|------------|-----------------------------|------------|-----------------------------|------------|-----------------------------|------------|-----------------------------|------------|
| 0   | \$37,536 | \$38,226                    | \$38,226   | \$39,064                    | \$39,064   | \$40,388                    | \$40,681   | \$42,511                    | \$43,049   | \$44,876                    | \$45,489   |
| 1   | \$37,819 | \$38,508                    | \$38,508   | \$39,352                    | \$39,507   | \$40,831                    | \$41,294   | \$43,124                    | \$43,661   | \$45,486                    | \$46,099   |
| 2   | \$38,102 | \$38,789                    | \$38,789   | \$39,638                    | \$39,950   | \$41,273                    | \$41,908   | \$43,736                    | \$44,272   | \$46,095                    | \$46,709   |
| 3   | \$38,669 | \$39,358                    | \$39,358   | \$40,201                    | \$40,836   | \$42,156                    | \$43,132   | \$44,951                    | \$45,494   | \$47,323                    | \$47,937   |
| 4   | \$39,237 | \$39,923                    | \$39,923   | \$40,772                    | \$41,720   | \$43,048                    | \$44,352   | \$46,178                    | \$46,721   | \$48,541                    | \$49,155   |
| 5   | \$39,802 | \$40,493                    | \$40,493   | \$41,334                    | \$42,611   | \$43,928                    | \$45,576   | \$47,403                    | \$47,941   | \$49,771                    | \$50,381   |
| 6   | \$40,372 | \$41,057                    | \$41,057   | \$41,910                    | \$43,494   | \$44,821                    | \$46,800   | \$48,626                    | \$49,166   | \$50,986                    | \$51,602   |
| 7   | \$40,944 | \$41,628                    | \$41,628   | \$42,474                    | \$44,383   | \$45,704                    | \$48,024   | \$49,846                    | \$50,386   | \$52,220                    | \$52,830   |
| 8   | \$41,504 | \$42,195                    | \$42,195   | \$43,040                    | \$45,268   | \$46,591                    | \$49,245   | \$51,075                    | \$51,615   | \$53,440                    | \$54,052   |
| 9   | \$42,074 | \$42,760                    | \$42,760   | \$43,605                    | \$46,155   | \$47,476                    | \$50,472   | \$52,295                    | \$52,837   | \$54,980                    | \$55,487   |
| 10  | \$42,639 | \$43,327                    | \$43,327   | \$44,433                    | \$47,039   | \$48,648                    | \$51,693   | \$53,837                    | \$54,273   | \$56,104                    | \$56,716   |
| 11  | \$43,380 | \$44,068                    | \$44,068   | \$44,918                    | \$48,117   | \$49,441                    | \$53,130   | \$54,955                    | \$55,500   | \$57,333                    | \$57,942   |
| 12  | \$43,947 | \$44,637                    | \$44,637   | \$45,486                    | \$49,006   | \$50,334                    | \$54,354   | \$56,186                    | \$56,728   | \$58,565                    | \$59,173   |
| 13  | \$44,517 | \$45,205                    | \$45,205   | \$46,056                    | \$49,895   | \$51,221                    | \$55,582   | \$57,416                    | \$57,958   | \$59,790                    | \$60,401   |
| 14  | \$45,086 | \$45,776                    | \$45,776   | \$46,629                    | \$50,784   | \$52,116                    | \$56,810   | \$58,644                    | \$59,187   | \$61,194                    | \$61,746   |
| 15  | \$45,655 | \$46,346                    | \$46,346   | \$47,331                    | \$51,675   | \$53,158                    | \$58,039   | \$60,051                    | \$60,532   | \$62,368                    | \$62,978   |
| 16  | \$46,314 | \$47,007                    | \$47,007   | \$47,981                    | \$52,669   | \$54,062                    | \$59,386   | \$61,222                    | \$61,763   | \$63,599                    | \$64,208   |
| 17  | \$46,886 | \$47,660                    | \$47,660   | \$48,384                    | \$53,601   | \$54,873                    | \$60,618   | \$62,455                    | \$62,993   | \$64,831                    | \$65,439   |
| 18  | \$47,454 | \$48,144                    | \$48,144   | \$48,998                    | \$54,453   | \$55,784                    | \$61,849   | \$63,682                    | \$64,223   | \$66,060                    | \$66,669   |
| 19  | \$48,029 | \$48,716                    | \$48,716   | \$49,570                    | \$55,345   | \$56,675                    | \$63,076   | \$64,916                    | \$65,455   | \$67,297                    | \$67,904   |
| 20  | \$48,597 | \$49,288                    | \$49,288   | \$50,141                    | \$56,237   | \$57,568                    | \$64,309   | \$66,142                    | \$66,689   | \$67,438                    | \$68,404   |
| 21  | \$49,166 | \$49,708                    | \$49,860   | \$50,399                    | \$57,128   | \$57,669                    | \$65,537   | \$66,287                    | \$67,191   | \$67,938                    | \$68,907   |
| 22  | \$49,529 | \$50,068                    | \$50,223   | \$50,762                    | \$57,489   | \$58,031                    | \$66,040   | \$66,787                    | \$67,691   | \$68,440                    | \$69,408   |
| 23  | \$49,890 | \$50,432                    | \$50,583   | \$51,124                    | \$57,853   | \$58,393                    | \$66,540   | \$67,289                    | \$68,193   | \$68,942                    | \$69,911   |
| 24  | \$50,254 | \$50,793                    | \$50,947   | \$51,487                    | \$58,214   | \$58,755                    | \$67,043   | \$67,790                    | \$68,695   | \$69,443                    | \$70,411   |
| 25  | \$50,614 | \$51,156                    | \$51,308   | \$51,849                    | \$58,578   | \$59,117                    | \$67,543   | \$68,293                    | \$69,197   | \$69,945                    | \$70,913   |
| 26  | \$50,977 | \$51,517                    | \$51,670   | \$52,212                    | \$58,939   | \$59,479                    | \$68,046   | \$68,794                    | \$69,699   | \$70,446                    | \$71,413   |
| 27  | \$51,339 | \$51,881                    | \$52,032   | \$52,574                    | \$59,303   | \$59,841                    | \$68,546   | \$69,297                    | \$70,199   | \$70,948                    | \$71,916   |
| 28  | \$51,702 | \$52,242                    | \$52,395   | \$52,936                    | \$59,663   | \$60,203                    | \$69,049   | \$69,797                    | \$70,700   | \$71,449                    | \$72,417   |
| 29  | \$52,064 | \$52,604                    | \$52,757   | \$53,296                    | \$60,025   | \$60,566                    | \$69,549   | \$70,298                    | \$71,202   | \$71,951                    | \$72,920   |
| 30  | \$52,426 | \$52,967                    | \$53,120   | \$53,660                    | \$60,387   | \$60,929                    | \$70,051   | \$70,799                    | \$71,704   | \$72,452                    | \$73,421   |
| 31  | \$52,788 | \$53,332                    | \$53,482   | \$54,025                    | \$60,750   | \$61,293                    | \$70,552   | \$71,305                    | \$72,206   | \$72,957                    | \$73,923   |

**A. In addition to the salary schedule amounts indicated, the Board shall pay the teacher's three percent (3%) contribution to the Indiana State Teachers Retirement Fund (ISTRF).**

**B. Movement on the salary schedule can occur for the following reasons:**

**1. Movement down one (1) row**

**A. If the teacher**

- 1. is not eligible for a column change due to not meeting Academic Needs,**
- 2. earns two (2) Leadership Points, and**

3. is not rated as Needs Improvement or Ineffective, except for those that are eligible per IC 20-29-9-1.5(d).
2. Movement over to the right two (2) columns
    - A. If the teacher
      1. qualifies for column change for meeting Academic Needs,
      2. earns a total of four (4) Leadership Points,
      3. is currently in a leadership column or the Bachelors column, and
      4. is not rated as Needs Improvement or Ineffective, except for those that are eligible per IC 20-29-9-1.5(d)
  3. Movement over to the right one (1) column
    - A. If the teacher
      1. is currently in a leadership column,
      2. qualifies for column change for meeting Academic Needs,
      3. earns two (2) Leadership Points, and
      4. is not rated as Needs Improvement or Ineffective, except for those that are eligible per IC 20-29-9-1.5(d)
    - B. The exception is if the two columns are of equal value, the teacher shall move two (2) columns to the right.

OR

    - C. If the teacher
      1. is currently in an Academic Needs Column (not yet in a Leadership column),
      2. earns four (4) Leadership Points, and
      3. is not rated as Needs Improvement or Ineffective, except for those that are eligible per IC 20-29-9-1.5(d)
  4. Movement diagonally,
    - A. If the teacher
      1. is currently in an Academic Needs column,
      2. MOVEMENT TO THE RIGHT RESULTS IN A LOWER CONTRACT AMOUNT THAN MOVING DIRECTLY DOWN,
      3. earns four (4) Leadership Points, and
      4. is not rated as Needs Improvement or Ineffective, except for those that are eligible per IC 20-29-9-1.5(d)

**C. Eligibility**

1. To be eligible for an increase to his/her base salary, a teacher must have earned a year of creditable service the previous school year. Creditable service is defined as working 120 days per year per the requirements of INPRS, regular teaching service, School Board approved leaves of absences, FMLA, military service credit or other leaves of absences that the School Board approves to benefit the educational community of Batesville Community Schools.
2. If a teacher is rated as Ineffective or Needs Improvement, that teacher is not eligible for an increase to his/her base salary. That teacher will remain at his/her previous year's base salary. The exception would be those that are eligible for a raise per IC 20-28-9-1.5(d).

**D. Redistribution**

Money that would have been paid to a teacher receiving an Ineffective or Improvement Necessary rating will be distributed equally among all of those teachers receiving an Effective or Highly Effective rating. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

**E. Salary Range**

\$37,536 to \$73,923, not including current year increases or TRF contributions.

**F. Future Earnings After Not Being Eligible for Increase**

A teacher is not eligible to receive an increase to his/her base salary of any amount (step or new money) if he/she receives an evaluation of Ineffective or Improvement Necessary, except for those that are eligible for a raise per IC 20-28-9-1.5(d). For such a teacher, he/she “falls off” the salary scale (continues with a status quo contract amount that may or may not exist on the scale) until becoming eligible for an increase under Indiana Code 20-29-9-1.5. Once becoming eligible, receiving a rating of either Highly Effective or Effective, the Teacher “reenters” the scale at one row above the one he/she exited. For example, if the Teacher was in Row 5, then he/she would reenter the scale at Row 6. With the teacher moving up one row, he/she is still one row “behind” where he/she would be otherwise due to being in the same row for consecutive years.

**G. Meeting Academic Needs (Does not exceed 33% of the overall raise):**

1. Academic Needs 1 is defined as having earned a Bachelor’s Degree plus 15 Credit Hours.
2. Academic Needs 2 is defined as having earned a Bachelor’s Degree plus 36 Credit Hours
3. Academic Needs 3 is defined as having earned a Master’s Degree
4. Academic Needs 4 is defined as having earned a Master’s Degree plus 15 Credit Hours
5. Academic Needs 5 is defined as having earned a Master’s Degree plus 30 Credit Hours

Eligible content areas are any content area as defined by IDOE in which the teacher is currently licensed to teach or any other content area approved by the Superintendent.

**H. Leadership Points:**

Each of the following is equal to ONE leadership point EXCEPT FOR ACHIEVING A 97% ATTENDANCE RATE AND EARNING A HIGHLY EFFECTIVE EVALUATION RATING:

Achieves a 97% attendance rate – 2 points

This requirement excludes the following:

Bereavement, Corporation approved FMLA, Jury Duty, Professional Days, Military Leave

Earns a Highly Effective Rating – 2 points

Receives pre-approved certification/additional state teacher licensure (i.e. Advanced Placement (AP), Advanced College Project (ACP), Ivy Tech, National Board Certification, High Ability, Reading, ESL)

Participates in Inservice/Curriculum Mapping totaling 9 hours of time

Attends voluntary professional development opportunities outside board approved contract time, or during board approved contract day not utilizing a professional day and teacher paying expenses, totaling 9 hours of time (travel time shall factor into the calculation of 9 hours when traveling outside of BCSC school corporation).

Serves as a mentor for a new teacher

Serves as an Intersession or Summer School Teacher

Is recognized and/or holds a leadership position in the current contract year by a state or national organization (i.e. IDOE, U.S. Department of Education, National Council of Teachers of Mathematics or other curriculum organizations, ASCD, Colleges or Universities, National Board for Professional Teaching Standards, Milken Institute)

Participates as a BCSC coach/activity sponsor

Serves as a volunteer for BCSC activities at various school events for a minimum of 9 hours

Serves as a volunteer for a Rural Alliance for the Arts (RAA) activity/event for a minimum of 9 hours

Voluntarily supervises students outside of the regular contract day for a minimum of 9 hours

Supervises a student teacher

Volunteers for tutoring/study sessions outside the student day for a minimum of 9 hours

Earns 12 PGP points that are not used for license renewal

Chairs a Committee at building or corporation level

Serves on a corporation created committee

\*Any combination of voluntary activity as described above that totals a minimum of 12 hours shall qualify as one (1) point

\*Leadership opportunities from the summer are applied to the next school year

Other Leadership opportunities that are mutually agreed upon by the Bargaining Unit and Administrative Team

New teachers with no previous experience shall enter the schedule and be placed in row 0 and their appropriate degree column. Teachers being hired with previous experience shall be placed in the appropriate column that matches their current degree/education and on the row that matches their current year of experience from Indiana TRF as well as any other verified years of teaching in Indiana or any other state. An exception for a new hire's placement may only occur if there is mutual agreement between the association bargaining chairperson or his/her designee and the Superintendent. Even with this exception, no new hire shall be placed in a row that exceeds two rows below or beyond their current year of experience AND/OR exceeds one column ("Leadership") to the left or right of their current degree.

A teacher in row 31 of the BA/BS or MA/MS column will not receive an increase to their base salary, but will receive a stipend in the amount of \$500.

**APPENDIX B  
EXTRACURRICULAR SCHEDULE**

**Information on Guidelines**

The following experience steps will be utilized to place an individual on the extracurricular schedule for both athletic and non-athletic positions.

Step 1...0-1 years experience in that position

Step 2...2-4 years experience in that position

Step 3...5+ years experience in that position

Guidelines for determining the appropriate steps are as follows:

1. Experience would be for both Batesville and from another accredited school and/or school corporation.
2. Prior experience would be recognized only at the high school level in a similar sport or activity as per Title IX.
3. Prior experience would be recognized at the middle school level in a similar sport or activity as per Title IX if that prior experience was within the Batesville Community School Corporation.
4. Head coach experience to be recognized would have to be as a head coach in the same position.
5. Any other step placement question shall be referred to the Superintendent of Schools who will confer with the Association negotiations chairperson, appropriate principal, and athletic director in making a determination.

**Extra Time Stipend**

1. If an athletic team continues on past sectional, for each week past sectional the coach will receive the extra time stipend added to his/her stipend. Only the head coach and varsity assistant coach will receive the extra time stipend. The positions that are listed with two (2) stipends are positions that could advance with individuals. The first number is if the team advances and the second number is if an individual advances.
2. In situations where tournaments beyond the sectional week occur in a time period of less than a week, the stipend will be paid for only week by week time periods and not by the level of tournament (i.e. regional, semi state).
3. The extra time stipend for cheerleading applies as follows:  
Only applies to the head cheerleading coach.  
The stipend will be applicable for football beyond the sectional tournament and boys basketball beyond the sectional tournament.
4. An extra time stipend will be provided to non-athletic extracurricular positions when successful student performance leads directly to participation in another event. For example, an extra time stipend will be provided to the Academic Team (High School) sponsor if the Academic Team advances from the Indiana Academic Super Bowl Area Competition to the State Finals. The amount for each advancement is listed on the Non-Athletic pay scale.



**Extracurricular Schedule for 2018-19**

| <b>Position</b>                             | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Extra Time</b> |
|---|---------------|---------------|---------------|-------------------|
| <b>ATHLETIC</b>                             |               |               |               |                   |
| <b>Basketball (Girls HEAD)</b>              | 8,046         | 9,143         | 10,293        | 250               |
| <b>Wrestling HEAD</b>                       | 3,381         | 3,717         | 3,773         | 200/100           |
| <b>Baseball HEAD</b>                        | 3,290         | 3,339         | 3,389         | 250               |
| <b>Track (BOYS HEAD)</b>                    | 3,290         | 3,339         | 3,389         | 200/100           |
| <b>Track (GIRLS HEAD)</b>                   | 3,290         | 3,339         | 3,389         | 200/100           |
| <b>Volleyball (Girls HEAD)</b>              | 3,290         | 3,339         | 3,389         | 250               |
| <b>Softball HEAD</b>                        | 3,290         | 3,339         | 3,389         | 250               |
| <b>Swimming (BOYS HEAD)</b>                 | 3,290         | 3,339         | 3,389         | 200/100           |
| <b>Swimming (GIRLS HEAD)</b>                | 3,290         | 3,339         | 3,389         | 200/100           |
| <b>Soccer (Boys HEAD)</b>                   | 2,399         | 2,437         | 2,474         | 200/100           |
| <b>Soccer (Girls HEAD)</b>                  | 2,399         | 2,437         | 2,474         | 200/100           |
| <b>Cross Country (BOYS HEAD)</b>            | 2,068         | 2,097         | 2,130         | 200/100           |
| <b>Cross Country (GIRLS HEAD)</b>           | 2,068         | 2,097         | 2,130         | 200/100           |
| <b>Golf (Boys HEAD)</b>                     | 1,974         | 2,005         | 2,033         | 200/100           |
| <b>Golf (Girls HEAD)</b>                    | 1,974         | 2,005         | 2,033         | 200/100           |
| <b>Tennis (Boys HEAD)</b>                   | 1,974         | 2,005         | 2,033         | 200/100           |
| <b>Tennis (Girls HEAD)</b>                  | 1,974         | 2,005         | 2,033         | 200/100           |
| <b>Cheerleaders (High School HEAD)</b>      | 1,842         | 1,871         | 1,899         | 100               |
| <b>Basketball (Assistant Boys)</b>          |               |               |               |                   |
|   | 3,661         | 3,716         | 3,772         | 250               |
| <b>Basketball (Assistant Girls)</b>         |               |               |               |                   |
|   | 3,661         | 3,716         | 3,772         | 250               |
| <b>Basketball (Reserve Boys)</b>            |               |               |               |                   |
|   | 3,661         | 3,716         | 3,772         |                   |
| <b>Basketball (Reserve Girls)</b>           |               |               |               |                   |
|   | 3,661         | 3,716         | 3,772         |                   |
| <b>Football (Assistant High School)</b>     |               |               |               |                   |
|   | 3,661         | 3,716         | 3,772         | 250               |
| <b>Basketball (Girls Open Gym)</b>          |               |               |               |                   |
|   | 3,463         |               |               |                   |
| <b>Basketball (Freshman Boys)</b>           |               |               |               |                   |
|   | 3,163         | 3,211         | 3,259         |                   |
| <b>Basketball (Freshman Girls)</b>          |               |               |               |                   |
|   | 3,163         | 3,211         | 3,259         |                   |
| <b>Football (Freshman)</b>                  |               |               |               |                   |
|   | 3,163         | 3,211         | 3,259         |                   |
| <b>Football (Assistant Freshman)</b>        |               |               |               |                   |
|   | 3,163         | 3,211         | 3,259         |                   |
| <b>Football (Coordinator Middle School)</b> |               |               |               |                   |
|   | 3,163         | 3,211         | 3,259         |                   |
| <b>Basketball (Middle School 7th Boys)</b>  |               |               |               |                   |
|   | 2,597         | 2,637         | 2,675         |                   |
| <b>Basketball (Middle School 8th Boys)</b>  |               |               |               |                   |
|   | 2,597         | 2,637         | 2,675         |                   |
| <b>Basketball (Girls Summer Camp)</b>       |               |               |               |                   |
|   | 2,029         |               |               |                   |
| <b>Basketball (Middle School 7th Girls)</b> |               |               |               |                   |
|   | 1,947         | 1,977         | 2,007         |                   |
| <b>Basketball (Middle School 8th Girls)</b> |               |               |               |                   |
|   | 1,947         | 1,977         | 2,007         |                   |
| <b>Football (Coach Middle School)</b>       |               |               |               |                   |
|   | 2,597         | 2,637         | 2,675         |                   |
| <b>Wrestling (Assistant)</b>                |               |               |               |                   |
|   | 2,274         | 2,306         | 2,342         | 200/100           |
| <b>Cross Country (Middle School)</b>        |               |               |               |                   |
|   | 1,982         | 2,012         | 2,041         |                   |
| <b>Baseball (Assistant)</b>                 |               |               |               |                   |
|   | 1,974         | 2,005         | 2,033         | 250               |
| <b>Softball (Assistant)</b>                 |               |               |               |                   |
|   | 1,974         | 2,005         | 2,033         | 250               |
| <b>Baseball (Reserve)</b>                   |               |               |               |                   |
|   | 1,974         | 2,005         | 2,033         |                   |
| <b>Softball (Reserve)</b>                   |               |               |               |                   |
|   | 1,974         | 2,005         | 2,033         |                   |
| <b>Track (Assistant High School)</b>        |               |               |               |                   |
|   | 1,974         | 2,005         | 2,033         | 200/100           |
| <b>Track (Middle School Boys)</b>           |               |               |               |                   |
|   | 1,974         | 2,005         | 2,033         |                   |
| <b>Track (Middle School Girls)</b>          |               |               |               |                   |
|   | 1,974         | 2,005         | 2,033         |                   |
| <b>Volleyball (Assistant)</b>               |               |               |               |                   |
|   | 1,974         | 2,005         | 2,033         | 250               |

|   |       |       |       |         |
|---|-------|-------|-------|---------|
| Volleyball (Reserve)                        | 1,974 | 2,005 | 2,033 |         |
| Swimming (Assistant)                        | 1,974 | 2,005 | 2,033 | 200/100 |
| Wrestling (Middle School)                   | 1,899 | 1,926 | 1,956 |         |
| Volleyball (Freshman)                       | 1,579 | 1,602 | 1,626 |         |
| Volleyball (Middle School 7th)              | 1,579 | 1,602 | 1,626 |         |
| Volleyball (Middle School 8th)              | 1,579 | 1,602 | 1,626 |         |
| Wrestling (Assistant Middle School)         | 1,579 | 1,602 | 1,626 |         |
| Cheerleaders (Middle School)                | 1,578 | 1,601 | 1,625 |         |
| Cross Country (Assistant)                   | 1,547 | 1,571 | 1,594 | 200/100 |
| Soccer (Assistant High School)              | 1,420 | 1,441 | 1,464 | 200/100 |
| Baseball (Freshman)                         | 1,327 | 1,347 | 1,367 |         |
| Softball (Freshman)                         | 1,327 | 1,347 | 1,367 |         |
| Cheerleaders (Assistant High School)        | 1,327 | 1,347 | 1,367 |         |
| Cheerleaders (Freshman High School)         | 663   | 673   | 683   |         |
| Cross Country (Assistant Middle School)     | 1,225 | 1,244 | 1,262 |         |
| Tennis (Assistant Boys)                     | 1,010 | 1,027 | 1,041 | 200/100 |
| Tennis (Assistant Girls)                    | 1,010 | 1,027 | 1,041 | 200/100 |
| Volleyball (Open Gym)                       | 919   | 923   | 928   |         |
| Dance Team                                  | 1,075 | 1,090 | 1,108 | 200     |
| Assistant Dance Team                        | 663   | 673   | 683   |         |
| Golf (Middle School)                        | 888   | 901   | 916   |         |
| Golf (Assistant Boys)                       | 707   | 717   | 728   |         |
| Golf (Assistant Girls)                      | 707   | 717   | 728   |         |
| Volleyball (Summer Camp)                    | 680   | 683   | 687   |         |
| Basketball (Girls Pre-Season)               | 600   |       |       |         |
| Basketball (Girls Youth League Head)        | 592   |       |       |         |
| Basketball (Boys Youth League Head)         | 592   |       |       |         |
|   |       |       |       |         |
| Band Director (High School)                 | 3,364 | 3,414 | 3,466 | 200     |
| Dramatics                                   | 2,349 | 2,385 | 2,420 | 200     |
| Class Sponsor (Junior)                      | 2,236 | 2,268 | 2,303 |         |
| FFA   | 2,151 | 2,184 | 2,216 | 200     |
| Student Council (High School)               | 1,694 | 1,718 | 1,745 |         |
| Director Band (Middle School)               | 1,686 | 1,711 | 1,737 | 200     |
| Class Sponsor (Senior)                      | 1,490 | 1,512 | 1,536 |         |
| Vex Robotics Competition (VRC) Team Advisor | 1,259 | 1,269 | 1,288 | 200     |
| BHS Batesville Singers                      | 1,219 | 1,239 | 1,257 | 200     |
| Annual (Advisor High School)                | 1,075 | 1,090 | 1,108 |         |
| Student Council (Middle School)             | 1,067 | 1,082 | 1,098 |         |
| Choral Director (Middle School)             | 1,039 | 1,054 | 1,071 | 100     |
| Dramatics (Assistant)                       | 976   | 990   | 1,006 | 100     |
| Academic Team (High School)                 | 923   | 935   | 950   | 100     |
| Annual (Sponsor Middle School)              | 884   | 897   | 912   |         |
| Class Sponsor (Freshman)                    | 845   | 859   | 871   |         |
| Class Sponsor (Sophomore)                   | 845   | 859   | 871   |         |
| Academic Team (Middle School)               | 822   | 833   | 846   | 100     |
| Dance Team Sponsor (Middle School)          | 822   | 833   | 846   | 100     |
| KSLA  | 804   | 817   | 829   |         |
| Destination Imagination Coordinator         | 751   | 763   | 773   | 100     |
| Rube Goldberg                               | 736   | 748   | 758   | 100     |

|   |     |     |     |     |
|---|-----|-----|-----|-----|
| <b>World Music Ensembles</b>                  | 684 | 695 | 705 | 100 |
| <b>Jazz Ensemble</b>                          | 684 | 695 | 705 | 100 |
| <b>Chorale Director (Intermediate School)</b> | 677 | 687 | 698 | 100 |
| <b>Band Director (5th)</b>                    | 677 | 687 | 698 | 100 |
| <b>Concert Choir (High School)</b>            | 670 | 680 | 692 | 100 |
| <b>Art Club (Middle School)</b>               | 592 | 602 | 611 |     |
| <b>Garden Club (Elementary)</b>               | 580 | 590 | 599 |     |
| <b>Academic Team (Assistant High School)</b>  | 505 | 511 | 519 | 100 |
| <b>Spell Bowl (Middle School)</b>             | 505 | 511 | 519 | 100 |
| <b>Curriculum Coordinator</b>                 | 572 | 581 | 590 |     |
| <b>Musical Pit Director (High School)</b>     | 493 | 500 | 508 |     |
| <b>Musical Choral Director (High School)</b>  | 488 | 495 | 503 |     |
| <b>National Honor Society</b>                 | 473 | 480 | 488 |     |
| <b>Flag Corp (High School)</b>                | 453 | 459 | 466 | 100 |
| <b>FCCLA</b>                                  | 453 | 459 | 466 | 100 |
| <b>SADD (Sponsor)</b>                         | 447 | 453 | 459 |     |
| <b>Interact Club</b>                          | 438 | 444 | 450 |     |
|   |     |     |     |     |
|   |     |     |     |     |

**Event Supervisor** \$50.00 per event  
**Friday School Supervisor** \$66.00 per session  
**Media Center Summer Program Supervision** \$22.00 per one (1) and one half (½) hours

**\*In addition to the amounts indicated, the Board shall pay the teacher's three percent (3%) contribution to the Indiana State Teachers Retirement Fund (ISTRF).**

**\*IF ANY POSITION IS SPLIT BETWEEN INDIVIDUALS, THE STIPEND INDICATED SHALL BE PRO-RATED BETWEEN THE PARTICIPATING INDIVIDUALS.**

**APPENDIX C  
GRIEVANCE FORM**

**Name of Grievant(s) seeking relief:**

\_\_\_\_\_

**Date of Alleged Violation:** \_\_\_\_\_

**Name of Other Employee(s) Involved, If Any:**

\_\_\_\_\_

**Identification Of Specific Provisions of This Contract Violated or Misinterpreted:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Statement of Fact(s) Giving Rise To the Grievance:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Specific Relief Requested:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature of Grievant(s) Seeking Relief:**

\_\_\_\_\_

**Received By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Level of Process and Referral Date:**

( ) Principal \_\_\_\_\_ ( ) Superintendent \_\_\_\_\_ ( ) Board \_\_\_\_\_

**Received Date:** \_\_\_\_\_ **Received Date:** \_\_\_\_\_ **Received Date:** \_\_\_\_\_

**Decision Date:** \_\_\_\_\_ **Decision Date:** \_\_\_\_\_ **Decision Date:** \_\_\_\_\_

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_ **By:** \_\_\_\_\_

**APPENDIX D  
FRINGE BENEFIT ELECTION FORM**

I, \_\_\_\_\_ (Employee), understand that my employer, BATESVILLE COMMUNITY SCHOOL CORPORATION, is providing \$ \_\_\_\_\_ per month for the purchase of fringe benefits as part of a Cafeteria Plan Fringe Benefit Program under Section 125 of the Internal Revenue Code.

I also understand that the purpose of this program is to allow employees to select their fringe benefits within the guidelines of the Revenue Act of 1978 as amended, and that I may select either taxable or non-taxable benefits, or a combination of both. It is understood that if it is necessary to have additional amounts of payroll deducted for the benefits selected, those amounts will be subject to Federal Income Tax and FICA taxation.

Listed below are the benefits available under the fringe benefit program and the total monthly cost of each benefit. Please indicate which benefits you wish to select. The benefits selected will remain in effect for the plan year from \_\_\_\_\_ to \_\_\_\_\_:

| Benefit **               | Total<br>Cost | Employer Paid<br>(if needed) | Payroll<br>Deduct |
|--------------------------|---------------|------------------------------|-------------------|
| ___ Medical -Employee    | \$ _____      | \$ _____                     | \$ _____          |
| ___ Medical-Emp. & Dep   | \$ _____      | \$ _____                     | \$ _____          |
| ___ Long Term Disability | \$ _____      | \$ _____                     | \$ _____          |
| ___ Group Life Insurance | \$ _____      | \$ _____                     | \$ _____          |
| ___ Cash                 | \$ _____      | \$ _____                     | \$ _____          |
| ___ _____                | \$ _____      | \$ _____                     | \$ _____          |
| <b>TOTAL</b>             | \$ _____      | \$ _____                     | \$ _____          |

\*\* I understand that the selection of a benefit and the indication that a premium is to be paid does not necessarily include me in the insurance portions of this program. In most cases an application for insurance must also be completed.

This election form will remain in effect and CANNOT be revoked or changed during the plan year, unless the revocation and new election are on account of and consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of child, and termination of employment of spouse).

Date \_\_\_\_\_

Signature of Employee \_\_\_\_\_

