

**AGREEMENT BETWEEN**  
**THE BOARD OF SCHOOL TRUSTEES**  
**OF THE**  
**SPENCER-OWEN COMMUNITY**  
**SCHOOLS**  
**AND**  
**SPENCER-OWEN EDUCATION**  
**ASSOCIATION**  
**2018-2019**

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**CONTRACT BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE  
SPENCER-OWEN COMMUNITY SCHOOLS AND THE  
SPENCER-OWEN EDUCATION ASSOCIATION  
2018-2019**

**I. RECOGNITION**

- A. The Spencer-Owen Education Association, hereinafter called the Exclusive Representative, is hereby recognized by the Board of School Trustees of the Spencer-Owen Community Schools, hereinafter called the school employer as the bargaining agent for all certified employees, as defined in IC 20-29, in Spencer-Owen Community Schools except for supervisory personnel, hereinafter called the bargaining unit pursuant to Indiana Law providing for bargaining collectively and discussing.

**II. DEFINITIONS**

1. The term "Teacher", when used in this Contract, shall refer to all certificated personnel, as defined in Indiana Code 20-29-2-4, employed by the Spencer-Owen Community School Corporation.

2. The term "Board", when used in this contract, shall refer to the duly elected Board of Trustees of the Spencer-Owen Community School Corporation. Such term shall include the Board's authorized officers and representatives.

3. The term "Association", when used in this contract, shall refer to the Spencer-Owen Education Association. Such term shall include the Association's authorized officers and representatives.

4. The term "School Corporation", when used in this contract, shall refer to the Spencer-Owen Community School Corporation of the County of Owen, of the State of Indiana.

**III. PROFESSIONAL GRIEVANCE PROCEDURE**

A. Definitions:

1. Grievance: The term "Grievance", when used in this contract, shall refer to an alleged violation of a term of this contract.
2. Day: The term "Day", when used in this contract, shall refer to a regularly scheduled teacher contract day during the school year. During summer

break, "Day" shall be defined as a day that the superintendent's office is open for business.

- B. If in the judgment of the Association, a grievance affects a group or class of teachers, the Association in the name of the President or such designee may submit such grievance in writing to the superintendent or such designee directly and the processing of such grievance shall be commenced at step three (3) of the formal grievance procedure.
- C. All grievances shall be disposed of in the following manner:
  - 1. Step One – The Principal (Oral Presentations)
    - a. Within ten (10) days of the time that the grievant knew, or reasonably should have known, of the alleged contract violation, the grievant shall present the grievance orally to the building principal at a time when the grievant does not have students under direct supervision. Within ten (10) days after presentation of the grievance, the immediate supervisor shall orally answer the grievance.
  - 2. Step Two – The Principal (Written Presentation)
    - a. Within ten (10) days of the oral answer, if the grievance is not resolved, it shall be stated in writing signed by the grievant, and submitted to the building principal.
    - b. The grievance shall (1) name the employee involved, (2) identify the specific provisions of this agreement alleged to have been violated, (3) state the facts giving rise to the grievance, and (4) indicate the specific relief requested.
    - c. The principal shall hear the grievance within ten (10) days after receipt of the written grievance and shall render his/her decision within ten (10) days of the meeting with the grievant.
    - d. This step may be waived by mutual consent of the S-OEA and the Superintendent.
  - 3. Step Three – The Superintendent
    - a. If the grievance is not resolved in Step Two, the grievant may, within ten (10) days of the receipt of the principal's answer, appeal to the Superintendent with any written response of the grievant to

the answer of the principal, within the Office of the Superintendent. The Superintendent shall notify the grievant of the time and date the grievant's appeal will be heard.

- b. The Superintendent, or his/her designated representative, shall hear the grievance within ten (10) days after receipt of any written grievance properly filed with the Superintendent's Office and shall render his/her written decision within ten (10) days after such hearing.

4. Step Four – The Board of School Trustees

- a. If the grievance is not resolved in Step Three, the grievant may, within ten (10) days of the Superintendent's answer, appeal to the Board of School Trustees through the Superintendent's Office. The Board, not later than its next regular meeting or three (3) calendar weeks, whichever shall be later, shall in executive session hold a hearing concerning the grievance. Written notice of the hearing date and time shall be given to the grievant at least five (5) days prior to the hearing.
- b. Within ten (10) days after the scheduled executive session, the Board of School Trustees or its designee shall respond in writing to the grievant the disposition of the grievance.

5. Step Five – Arbitration

- a. Should the Association disagree with the School Board's decision in Step Four (4) with respect to any grievance over the meaning, interpretation or application of the contract, the Association may ask for resolution of the issue by an arbitrator. The Association must demand arbitration in writing to the Superintendent within five (5) working days of the Board's decision or the School Board's decision will be final.
- b. The two (2) parties, the School Board and the Association, shall attempt to select an arbitrator by mutual agreement or a method of selecting an arbitrator by mutual agreement. If the two (2) parties cannot agree on the arbitrator or a method of selecting an arbitrator within fifteen (15) days after notification is given, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

- c. The Board and the Association agree that neither party shall be permitted to assert in such arbitration proceeding any ground or to rely upon any evidence not previously disclosed to the other party,
- d. The arbitrator shall convene such hearings as he/she deems appropriate at a location agreeable to the parties or, failing an agreement, at a location which he/she shall designate. The hearings shall be informal but witnesses shall be sworn. A tape recording of the proceedings shall be kept by the arbitrator. The parties, by mutual agreement, shall decide to support their positions through closing arguments or briefs submitted to the arbitrator. The arbitrator shall issue a written decision as to the disposition of the grievance within 30 days of the hearing, or in such other time period as the parties may mutually agree.
- e. The parties agree that the arbitrator's decision shall be final and binding upon them. The arbitrator may not award a money judgment to either party in excess of \$3,000.00.
- f. If either party shall desire to question whether the arbitrator has acted outside the scope of his/her authority in rendering his/her decision or shall desire to question the competency or neutrality of the arbitrator in rendering his/her decision, then the questioning party shall raise such issue in a formal legal proceeding filed through the Clerk of the Owen Circuit Court. The Judge of the Owen Circuit Court shall name a judge to hear such case at a bench trial and the decision of the special judge shall be final and non-appealable.
- g. The losing party shall pay the fees and expenses of the arbitrator.

D. Implementing the Grievance Procedure

1. In the event the grievant(s) fail to exhaust its remedies under the grievance procedure provided above, or fails to abide by the time limits with respect to each step, the grievance shall be presumed to be abandoned and the matter shall be settled in accordance with the Administrator's last answer thereto. All meetings and discussions necessary to implement the grievance procedure shall be conducted after school hours or on non-school days. The grievant(s) must exhaust all steps in the grievance procedure before seeking any other type of relief.

2. If an administrator fails to abide by the time limits with respect to each step, the grievance shall be advanced to the next step of the grievance procedure by the grievant's filing with the appropriate official.
3. No disciplinary action may be taken against any grievant for exercising the grievance procedure.
4. Following the resolution of the grievance, all written records will become a part of the school corporation's files. No record of the grievance will become a part of the grievant's personnel file.

#### **IV. ABSENCES AND LEAVES**

##### **A. Leave Days**

1. Teachers in Spencer-Owen Community Schools shall be entitled to thirteen leave days for the first year and eleven days annually thereafter. Teachers are permitted to use leave days in half (.5) and full day increments. A teacher shall be entitled to an additional full day or half day of leave provided they complete an equivalent amount of time in parent-teacher conferencing. The teacher shall complete the designated form and submit it to the building principal for his or her signature.
2. Sick Leave Incentive - If a teacher uses zero (0) days of sick or annual leave during the school year, which includes accumulated sick and annual leave days, the corporation shall contribute \$400 into the teacher's 401(a) qualified plan set forth in Article IX in which the employees become vested upon completion of five (5) Spencer-Owen service years or upon the death of an actively employed employee. If a teacher uses 2 days or less of sick or annual leave days during the school year, which includes accumulated sick and annual leave days, the corporation shall contribute \$200 into the teacher's 401(a) qualified plan set forth in Article IX in which the employees become vested upon completion of five (5) Spencer-Owen service years or upon the death of an actively employed employee. Days donated to the Sick Leave Bank shall not count against the teacher when making the above calculations. These amounts shall be deposited no later than July 30<sup>th</sup> at the conclusion of each school year. Any remaining days at the conclusion of the school year shall be accumulated to a total of one hundred eighty-two (182) days. Accumulated days shall be designated as sick leave days. Teachers are permitted to use leave

days in half (.5) and full day increments. If a teacher wishes to designate one or more annual leave days as sick leave, such days shall be debited from the accumulated account if any accumulation exists. The parties agree that the use of leave days should not be abused. If the principal feels that taking leave days to extend a holiday or break is abusive to the intent of the parties, he/she may deny such usage. The principal may define abuse in the following ways:

- a. More than one request to extend a holiday or break made in a school year.
- b. A pattern on the part of the teacher to use a majority of his/her leave days annually.

Once a teacher accumulates one hundred eighty-two (182) days, any unused sick days beyond one hundred eighty-two (182) will be paid at the certified substitute rate per day to the teacher. Teachers will receive compensation for these days on the last pay of their current contract. Rather than receiving compensation for these days, a teacher may elect to donate up to three (3) of these days to the Sick Leave Bank.

3. In the event any teacher shall have accumulated one (1) or more days of sick leave in another school corporation of this state, then there shall be added for the second year and each succeeding year of such employment up to three (3) days of sick leave until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted. All teachers shall be notified of the number of days accumulated. This notice shall be included with the last pay check of each school year.

4. Sick Leave Bank

- a. The purpose of the sick leave bank is to relieve its members from undue financial burdens due to absence from work on a long-term basis due to illness, injury or incapacitation sufficiently severe that it would make their presence at school inadvisable. The Sick Leave Bank is excluded from the Grievance Procedure.
- b. The Board will not contribute any days to the sick leave bank. Only member's actual days may be contributed to create the bank.



1. Membership in the bank will be open to all certified employees. A member shall be defined as a certified employee who has made the contribution of one leave day to the bank at the time of enrollment, which shall be prior to October 1 annually. For a certified employee who is employed less than full time, the employee shall contribute their daily equivalent (i.e. a .5 employee would contribute .5 leave day). Upon enrollment, the member's name will be placed on a seniority list of sick leave bank members, which shall be kept current by the Administrative Office. The Association President shall be provided with a list of all sick leave bank participants by November 15<sup>th</sup> of each school year.
  2. Donations to the sick bank other than those described for initial membership shall be required only when at the beginning of any school year the number of days in the bank shall be less than one hundred (100) days or in the event the sick bank becomes exhausted during the school year because of applications for sick bank days by eligible members. In such event, each member of record for the current school year or the immediate past school year, as appropriate, shall donate an additional day in order to remain a member in good standing.
- c. The sick leave bank may only be used for the illness of its members. No family privileges will be extended beyond those stated in the Board's sick leave policy.
1. An individual member may not use more than one hundred twenty (120) school days and use shall not extend beyond the contractual year.
  2. An individual member wishing to use the bank must wait at least five (5) consecutive working days without pay, before use of the bank will be authorized under any of the above conditions; these days are not reclaimable from the bank.
  3. Each illness or injury will be judged on its own merit. Two or more illnesses or injuries will be subject to separate award of days. If the illness for which a teacher takes Sick

Leave Bank days reoccurs during the same school year, the committee may waive the five (5) consecutive day rule as stated above in paragraph 2.

4. Each use of the sick leave bank, for the member, must be supported by a written request for its use from the member and a physician's statement substantiating the absence from work. Requests for sick leave bank days will not be considered until both written documents (member request and physician's statement) are received by the committee chairperson.
  5. All other contractual leave days shall be waived while drawing from the sick leave bank.
  6. Sick leave bank days shall not be used during summer school.
  7. Days contributed cannot be reclaimed.
  8. After a member of the sick leave bank has drawn a number of days and has returned to active employment with the corporation, the member shall repay one (1) day for every three (3) borrowed from the bank. These days shall be repaid at the rate of one per school year, deducted at the beginning of each school year. At the end of each school year, the employee may elect to pay back an additional one (1) or two (2) days.
- d. At the conclusion of each school year, the bank's unused days will be carried over to the next school year.
  - e. The sick leave bank shall be administered by a committee of four (4) members appointed by the President of the Association and four (4) members appointed by the Superintendent. It is the expectation of the Sick Leave Bank committee that individual members of the Sick Leave Bank will be good stewards of their own leave/sick days and decisions made by this committee will reflect that expectation.
    1. Vacancies on the committee shall be filled before the next meeting of the committee. Should any member of this committee become unable or unwilling to fulfill

his/her duties, the remaining committee members may declare his/her position vacant by majority vote.

2. The membership of the committee shall select by October 1<sup>st</sup> each year one of their number to act as chairman for the duration of the year. The chairperson position will be an alternating position between the Administration and the Association with the Association holding the position of chairperson when October falls during an odd year and the Administration holding the position when October falls during an even year.
3. The committee will meet during the school year as needed. Special meetings may be called by the chairman or at the request of the committee members. A majority of committee members will be required for any official action of the committee. The chairman of the committee may choose to use e-mail to provide information to members in the place of a meeting. A majority response will be required for any official action of the committee.
4. Any participating member who has exhausted his/her accumulated sick leave and who has used five (5) uncompensated sick leave days is eligible to apply to the sick leave bank committee for compensation for further absences from work during the current contract year pursuant to the conditions of bank use agreed to above. The Sick Leave Bank application form shall be attached to this Contract as an Appendix. This form shall not be changed until meaningful discussion is held with the Association.
5. The sick leave committee may grant, deny, or suspend grants of sick days from the bank. Its judgment or decision will be final. Any grants will be retroactive except in cases of hospitalization, nursing home or similar confinement, in which case the committee may grant days in advance when the need is supported by appropriate medical evidence. Each applicant automatically consents to submit to medical examination and/or review of his/her medical history if it is deemed necessary by the sick leave committee.

B. Bereavement Leave

A teacher may be absent from work seven consecutive calendar days beyond the death of a member of the immediate family or member of the household in which the staff member resides. The immediate family is defined as a father, mother, brother, sister, wife, husband, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild by blood or marriage. In addition, one day may be used for the family member as follows: aunt, uncle, niece, and nephew.

C. Pregnancy Leave

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness.

1. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and the certification of the emergency from an attending physician.
2. All or any portion of leave taken by a teacher because of a temporary disability caused by pregnancy and recovery or convalescent time after the birth of the child, as required by her physician, may be charged to her available sick leave at her discretion.

D. Parental Leave

A teacher may request and, at the discretion of the Board of the Spencer-Owen Community Schools, may be granted a Parental Leave without pay for a period not to exceed one (1) school year upon the birth or adoption of a child for childrearing purposes.

E. Personal Business Leave

Each teacher is entitled to use yearly leave days for the transaction of personal business and/or civic affairs during each year of such employment. A written request must be submitted to the building principal two days prior to such leave except in cases of emergency. A teacher may not use more than five consecutive leave days for personal business.

These cannot be preceded or proceeded by leave days used or to extend time off when school is not in session.

F. Leave of Absence

A leave of absence for one academic year without pay may be granted by the Board of School Trustees upon recommendation of the Superintendent of Schools to any teacher with five (5) or more years of continuous experience in the school corporation. The reasons for which a leave of absence may be granted include travel or teaching abroad, teaching in a college or university, advanced study, service for the Indiana Department of Education, military service or ill health. The teacher may continue to participate in the School Corporation's health insurance plan, provided he/she pays 100% of insurance premiums on or before the first day of each month during the leave. Upon returning from leave, a teacher will be assigned to the same position if the position exists, or if not, to the position which, in the opinion of the Board, is the most nearly equivalent to the position the teacher left. Evaluation performance and licensure of the teacher will be used to determine the appropriate placement of a returning teacher if the position the teacher left has been eliminated during the leave.

G. Sabbatical Leave

A teacher may contract for a leave of absence without pay for a period of one academic year to return for full time study at an accredited college or university to complete graduate work. The teacher may continue to participate in the School Corporation's health insurance plan, provided he/she pays 100% of insurance premiums on or before the first day of the month during the leave. Upon returning from leave, a teacher will be assigned to the same position if the position exists, or if not, to the position which, in the opinion of the Board, is the most nearly equivalent to the position the teacher left. Evaluation performance and licensure of the teacher will be used to determine the appropriate placement of a returning teacher if the position the teacher left has been eliminated during the leave.

H. Jury Duty

Teachers will receive the difference in their daily salary and witness or jury pay when they are subpoenaed as witnesses in court or to serve on the jury.

I. Emergency Leave

Emergency leave may be granted by the Superintendent, on the request of an employee, when circumstances beyond the control of the teacher have prevented performance of duty, in which case substitute pay only will be deducted from the teacher's salary.

J. Conference Leave

Teachers excused to attend educational conferences or for a professional activity approved by the Superintendent of Schools or Board of School Trustees shall have substitutes provided for them at the expense of the School Corporation with no loss of salary unless otherwise provided by Board action.

K. Association Leave

The President, or his/her designee, of the Spencer-Owen Education Association shall be provided nine (9) days annual release time to conduct Association business. For each day used, the Association shall reimburse to the corporation an amount equal to the current substitute rate. If the release time is at the request of the Superintendent, the day shall not count against the nine Association leave days granted by this section, and the Association will not need to reimburse the corporation for that time.

**V. SALARY AND WAGE PROVISIONS**

A. The School Corporation shall pay the teachers' contribution of an amount not to exceed three percent (3%) of the teacher's total compensation to the Indiana Public Retirement System (INPRS). Such contribution shall be made for any and all appropriate monies, such as, but not limited to, extended contracts, athletic schedules, and extra-professional responsibilities.

B. The 2018-2019 salary schedule is listed in Appendix A-1.

C. New Hires

Teachers new to the school corporation shall be hired based on the degree and years of experience mirroring a current teacher with the same degree and years of experience using the salary schedule in Appendix A-1. The superintendent has the authority to place a new hire on the schedule up to 3 steps higher than the mirror step commensurate with the teacher's degree and experience.

D. Salary Payments

All teachers will be paid in accordance with a pay date schedule adopted for the current year. Any teacher wishing his/her contract paid in full at the completion of the contract must submit a request in writing to the Superintendent's office by January 1<sup>st</sup> of the current school year. The balance of the contract will be paid at the end of the next pay period, after the regular school year is completed including the make-up of rescheduled days as a result of cancelled school days during the regular calendar days.

E. Military Experience.

Full credit for military service (not to exceed four years) will be allowed to all veterans who took the oath of allegiance, served in either combat or non-combat units, and were honorably discharged. A year shall be defined as at least eight months of service taking place between the dates of August 1 and July 31. In no case shall a teacher receive more than the number of years he/she would have received as a teacher had his/her career not been delayed or interrupted.

The same rule will be followed in case of service in the Red Cross or U.S.O. during a period of hostility. Proof of service must be furnished to the Superintendent's office prior to receiving this credit.

- F. The school corporation shall pay the cost for current employees of any and all expanded criminal history checks and expanded child protection index checks that are required by the school corporation or per I.C. 20-26-5-10.

## **VI. INSURANCE**

- A. Spencer-Owen Community Schools will provide Hospital/Major Medical insurance coverage, as limited below, for all certificated staff members and their dependents. Certificated personnel will be eligible for this benefit during the first year of employment in this school corporation. Spencer-Owen Community Schools are part of the Wabash Valley West-Central Indiana School Trust. The only plans offered to certified employees are Plan 6 HSA and Plan 7 HSA-2. The parties agree that eighty-five percent (85%) of the monthly premium will be paid by the school corporation. In addition, the school corporation will make deposits into the Health Savings Accounts for certified employees at a rate of \$150.00 for those certified employees on a single plan and \$325.00 for

certified employees on a family plan. The deposits will be made on the earliest date possible in January and no later than January 18th, and will be placed with a vendor that has been mutually agreed upon by the parties to the Contract. Those deposits will be made pursuant to the MOU found in Appendix A-3.

- B. The parties agree that should any of the contributions listed above create a violation of HEA 1260, the Health Savings Accounts contributions will be adjusted through mutual agreement to assure compliance with this law. This will be accomplished by reducing the Board Contributions to the H.S.A at an incremental rate equally applied to the single and the family contribution until the Board contribution reaches compliance with HEA 1260.
- C. The Board shall provide long-term disability insurance for each employee.
- D. Spencer-Owen Community Schools will pay \$100.00 per year toward a dental plan.
- E. The Board shall implement Section 125 provision for teachers. The program administrator shall be selected by mutual agreement of the Superintendent and the sick leave bank committee.
- F. Spencer-Owen Community School Corporation shall provide an individual (single) vision service program for each employee.
- G. The School Corporation shall provide a term life insurance policy for all teachers with a face value of fifty thousand (\$50,000) dollars. Such policy shall include accidental death and dismemberment (AD&D) provisions.

## **VII. SUPPLEMENTAL RETIREMENT PLAN: BUY-OUT PROVISIONS**

Spencer-Owen Community School Corporation teachers who were employed by SOCS in the 2002-2003 school year and who continued to be employed by SOCS in the 2003-2004 school year or who retired effective the end of the 2002-2003 school year become vested in the MetLife Group Plan #6104606 401(a) qualified plan upon attainment of age 50 plus completion of 15 years of service with SOCS. This account shall alternatively vest upon the death of the teacher while actively employed with SOCS.



## **VIII. YEARS OF SERVICE PAYMENT**

- A. This section applies to a teacher who retires from Spencer-Owen Community Schools having met the requirements of B.
- B. The teacher must submit to the Superintendent, on or before March 1 of the year of retirement a written notification of the teacher's intent to retire. This written notice may be waived by the Board on the recommendation of the Superintendent in the event the teacher is unable to give timely notice and is forced to retire due to ill health, accident or other unforeseen events. The teacher must also be at least age 50 and have completed at least 15 years of ISTRF creditable service.
- C. A teacher eligible under this Article shall be paid \$50 per year (capped at 40 years) of service with Spencer-Owen Community Schools. This amount shall be added to the teacher's final contract.

## **IX. 401(a) PLAN AND 403(b) PLAN**

This Article applies to all teachers.

- A. Each teacher shall be eligible to contribute to a 403(b) tax sheltered annuity, up to the amounts prescribed by the Internal Revenue Code. VALIC and MetLife will be the approved vendors for the 403(b) plan.
- B. Since the beginning of the 2006-2007 school year, Spencer-Owen Community Schools has contributed for each teacher an amount equal to 1% of that teacher's final contract salary scale amount for that year (without regard to any additional pay for extracurricular duties or extended contract amounts) which has been deposited in an account for the teacher in MetLife group plan #6104630 401(a) qualified plan by October 1 of the school year.
- C. Spencer-Owen Community Schools shall continue the 1% contribution for each teacher, completing at least 120 days of employment, as referenced in IX (c) above. Spencer-Owen Community Schools and the Spencer-Owen Education Association shall mutually agree as to the qualified plan to which the contributions shall be made. Amounts deposited pursuant to this Article shall be deposited to a single account for the teacher in the qualified 401(a) plan. A teacher's interest in the 401(a) qualified plan shall be vested after 5 years of service with Spencer-Owen Community Schools. The account shall alternatively vest upon the death of the teacher while actively employed with Spencer-Owen Community Schools. The 401(a) Plan A forfeiture account will

be used to pay the annual 1% Board contribution until the forfeiture account is depleted.

**X. RETIREE MEDICAL COVERAGE**

- A. This Article applies to any teacher who meets the requirements in paragraph B.
- B. The teacher must submit to the Superintendent, on or before March 1 of the year of retirement a written notification of the teacher's intent to retire. This written notice may be waived by the Board on the recommendation of the Superintendent in the event the teacher is unable to give timely notice and is forced to retire due to ill health, accident or other unforeseen events. The teacher must also be at least age 50 and have completed at least 15 years of ISTRF creditable service.
- C. A teacher meeting the requirements in paragraph B may participate in the corporation's health plan until the teacher qualifies for Medicare. The teacher will be required to pay the entire insurance premium applicable to this coverage.
- D. A teacher meeting the requirements in paragraph B who is also eligible for reduced Social Security may remain on the group health plan with the corporation continuing their same level of contribution (85%) as that for an active employee on a single plan (with no contribution toward dependents by the School Corporation) in exchange for the teacher serving as a substitute teacher in the corporation under the following conditions:
  - (1) For the single health plan contribution, the teacher agrees to be a volunteer substitute teacher for forty (40) school days.
  - (2) The teacher may remain on a family plan, agree to volunteer sub for 40 days and pay the remainder of the family plan premium above the amount paid by the corporation toward a single plan.
  - (3) Should a teacher not complete 40 days of volunteer substitute teaching prior to the end of the school year, a penalty fee of 3% of the cost of the corporation paid insurance will be charged for each day not completed. This penalty fee is due to the school corporation by July 1.
  - (4) The teacher must be on the corporation health insurance plan prior to retirement and must opt-in to this program by March 1 of the

year preceding this retiree health insurance coverage by notification in writing to the office of the superintendent.

- (5) A teacher who is participating in the program and wishes to cease participation must notify the office of the superintendent in writing by March 1 of the year preceding the year the teacher wishes to cease participation.
- (6) The retiree may continue in the program from the time they are eligible for reduced Social Security until the time they are eligible to receive Medicare coverage.
- (7) This insurance coverage will begin with the start of the contract year (first teacher pay) and continue until the beginning of the next year's contract.
- (8) The teacher shall be solely responsible for determining whether the teacher meets any eligibility requirements.

## **XI. PAYROLL DEDUCTIONS**

- A. Payroll deduction for Association dues shall be on a continuing basis.
- B. All deductions shall be forwarded at least monthly.

## **XII. EFFECT OF CONTRACT**


- A. Should any Article, Section, or Clause of this contract be declared illegal by a court of competent jurisdiction, said Article, Section or Clause as the case may be, shall be automatically deleted from this contract to the extent that it violates the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the contract, if not affected by the deleted Article, Section, or Clause.


**XIII. TERMS OF AGREEMENT**


- A. The signing of a contract is accepted as evidence that the teachers, Board, and Administration are familiar with the language of the contract and are willing to abide by them.
- B. The term of this contract shall begin July 1, 2018, and continue in full force and effect until June 30, 2019.
- C. This contract was ratified by the Spencer-Owen Education Association at its meeting on the 16<sup>th</sup> day of October, 2018.
- D. This contract was approved by the Board of School Trustees of the Spencer-Owen Community Schools at its regular/special meeting held on the 18<sup>th</sup> day of October, 2018.
- E. This contract is so attested to on this 18<sup>th</sup> day of October, 2018, by the Parties whose presidents, secretaries, and the Board members' signature appear below:


Board of School Trustees of the  
Spencer-Owen Community Schools:



Spencer-Owen Education Association:


By:   
Dr. Chad Briggs, Superintendent

By:   
Deana Stickels, President

By:   
Rick Smeltzer, President

By:   
Dominic Thompson, Vice-Pres

  
By:   
Amber Willen, Secretary

By:   
Gina Boyd, Secretary

**Spencer-Owen Community School Corporation  
Appendix A-1  
2018-2019**

<u>Levels</u>	<u>Bachelor</u>	<u>Levels</u>	<u>Masters/AN</u>
BA	36,000	MA	38,000
BB	37,200	MB	39,200
BC	38,400	MC	40,400
BD	39,600	MD	41,600
BE	40,800	ME	42,800
BF	42,000	MF	44,000
BG	43,200	MG	45,200
BH	44,400	MH	46,400
BI	45,600	MI	47,600
BJ	46,800	MJ	48,800
BK	48,000	MK	50,000
BL	49,200	ML	51,200
BM	50,400	MM	52,400
BN	51,600	MN	53,600
		MO	54,800
		MP	56,000
		MQ	57,200
		MR	58,400
		MS	59,600
		MT	60,800
		MU	62,000
		MV	63,200
		MW	64,400

A teacher qualifies to advance a step in the Bachelors column by receiving a rating of Effective or Highly Effective. Each step in the BS column is an additional twelve hundred dollars (\$1,200.00). To be eligible to receive the increase the teacher must have been employed by the school corporation for at least 120 days in the prior school year.

A teacher qualifies to advance a step in the Masters column by receiving a rating of Effective or Highly Effective. Each step in the MS column is an additional twelve hundred dollars (\$1,200.00). To be eligible to receive this increase, the teacher must have been employed by the school corporation for at least 120 days in the prior school year.

To move diagonally from the first column to the second column, a teacher must 1) receive a rating of Effective or Highly Effective; 2) meet the Education criteria as set forth in the compensation model; and 3) meet the Academic Needs as set forth in the compensation model. Each diagonal move consists of \$1,200 for the evaluation, \$1000 for education, and \$1,000 for academic needs as set forth in the compensation model.

Transcripts reflecting the completion of the Master's Degree must be filed with the office of the Superintendent by September 15<sup>th</sup> to qualify for the column movement.

All movement on this salary schedule is dependent on funds available, based substantially on ADM. If not possible, due to funding, to make a complete move, it may be appropriate for the parties to agree to a partial move ( $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$ ). In a school year when funding does not permit a full or partial step on the salary schedule, those teachers completing their Master's Degree will remain at their present level. The full or partial diagonal move on the salary schedule will occur when funding becomes available and full or partial steps are taken.

A move on this salary schedule is either:

1. A move down one step (within the same column); or
2. A move diagonally.

## **APPENDIX A-2**

### **Spencer-Owen Community Schools Compensation Plan**

The Spencer-Owen Community Schools Compensation Plan will be based upon performance using components of the following categories:

Education

Evaluation

Academic Needs

Definition of terms:

1. Education – This factor is limited to a teacher completing a Master’s Degree (content area degree beyond the requirement for employment). Eligible content areas are those defined by the IDOE in which the teacher currently teaches or any content area approved by the Superintendent (prior to beginning coursework).
2. Evaluation – the teacher must receive an evaluation rating of Effective or Highly Effective.
3. Academic Needs – Meeting any of the following represents meeting ONE Academic Needs. The teacher will be responsible for providing documentation (submitted to the office of the Superintendent by September 15<sup>th</sup> each year) of the Academic Needs that are met. Each item listed represents one unit of Meeting the Academic Needs of Students.
  - a) Unpaid tutoring with a minimum of 10 hours and approved by the building principal.
  - b) Unpaid coaching with a minimum of 10 hours and approved by the building principal.
  - c) Unpaid activity sponsorship with a minimum of 10 hours and approved by the building principal.
  - d) Unpaid club sponsorship with a minimum of 10 hours and approved by the building principal.
  - e) Unpaid building leadership committee work such as school improvement team, textbook adoption, curriculum development, etc. and approved by the building principal.

- f) Serving on any building level committee as approved by the building principal.
- g) Unpaid district leadership committee work as approved by the superintendent.
- h) Teaching a dual credit course.
- i) Teaching an AP course.
- j) Maintaining National Board Certification.
- k) Serving as an unpaid teacher mentor with pre-approval from the principal.
- l) Participation in ten (10) hours of PTO activities approved by the principal.
- m) Participating in at least ten (10) hours of unpaid professional development as approved by the building principal.

Any teacher receiving a final evaluation rating from 2017-2018 of Ineffective or Improvement Necessary will not be eligible for any increase to salary during the 2018-2019 school year, unless eligible for the increase in accordance with I.C. 20-28-9-1.5(d). Specifically, teachers in their first two full years of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating the prior school year.

The money that would otherwise have been allocated for the salary increase of a teacher rated Ineffective or Improvement Necessary shall be equally distributed to teachers rated Effective or Highly Effective, in the form of a stipend. Those teachers not eligible for a salary increase will remain at their 2017-2018 base salary.

The base salary (contract amount) range, not including increases, for 2018-2019 is \$36,000 to \$64,400.

A teacher who is at the top of the salary schedule (either column) will not receive an increase to their base salary, but will receive a stipend in the amount equal to the step increase for that year.-

Movement on the Salary Schedule:

1. Each step down on the Bachelors Column is \$1200 for meeting the Evaluation Criteria.
2. Each step down on the Masters Column is \$1200 for meeting the Evaluation Criteria.
3. Each diagonal movement from the BS Column to the MS Column is \$3,200 (1200 for Evaluation, 1000 for Education, and 1000 for Academic Needs)



## **APPENDIX A-3**

### **MEMORANDUM OF UNDERSTANDING BETWEEN SPENCER-OWEN COMMUNITY SCHOOL CORPORATION AND SPENCER-OWEN EDUCATION ASSOCIATION**

#### **INSURANCE RUNOFF RESERVES**

The parties hereto mutually understand that Anthem Insurance Company, the current underwriter for the school corporation's employee insurance plan, will refund to Spencer-Owen Community School Corporation (SOCS) its runoff reserves at the end of the 2013 insurance year. It is anticipated that insurance runoff reserves may total approximately \$1,200,000.00 in the aggregate.

#### **WABASH VALLEY WEST CENTRAL INDIANA SCHOOL TRUST**

As of January 1, 2014 the insurance plans available to certified employees of SOCS will be Wabash Valley West Central Indiana School Trust (Wabash Valley Trust) Plan 6 HSA and Plan 7 HSA-2.

#### **DUTY OF SOCS TO ASSIST FUNDING OF CERTIFIED EMPLOYEE HSA ACCOUNTS**

SOCS is obligated pursuant to the terms of its 2013-2014 Collective Bargaining Agreement (CBA) with Spencer-Owen Education Association (SOEA) to make certain deposits into its certified employees HSA accounts with the Wabash Valley Trust.

#### **SOCS'S USE OF THE ANTHEM INSURANCE RUNOFF RESERVES TO FUND DEPOSITS**

It is understood and mutually agreed by SOCS and SOEA that the Anthem Insurance runoff reserves received by SOCS at the end of the 2013 insurance year shall be by SOCS to fund its deposits into its certified employees HSA accounts in the Wabash Valley Trust in accord with the terms of the 2013-2014 CBA.

Additionally, in the event that the aggregate sums distributed to SOCS by Anthem Insurance in the way of insurance runoff reserves at the end of the 2013 insurance year is greater than is required to fund SOCS's deposits into its certified employees' HSA accounts pursuant to the 2013-2014 CBA then it is understood and agreed that SOCS will retain the balance of the funds for the sole purpose and use of making deposits into SOCS's certified employees' HSA accounts in future insurance years.

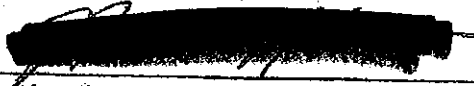
The agreed net effect intended by the parties hereto is that 100% of the Anthem Insurance 2013 insurance year runoff reserves shall be applied by SOCS to making deposits into its certified employees HSA accounts in accord with the 2013-2014 CBA and in years beyond the term of said CBA until the Anthem runoff reserves are fully depleted.

IN WITNESS WHEREOF the parties, by their authorized representatives, have hereunto set their hands.

**SPENCER-OWEN COMMUNITY  
SCHOOL CORPORATION**

  
\_\_\_\_\_  
Greg Linton, Superintendent

Dated: 9-30-13

  
\_\_\_\_\_  
Tom Abrell, President, Board of Trustees

Dated: 9/30/13

  
\_\_\_\_\_  
Rick Smeltzer, Secretary Board of Trustees

Dated: 9/30/13

**SPENCER-OWEN EDUCATION  
ASSOCIATION**

  
\_\_\_\_\_  
Lew Moke, SOEA President

Dated: 9-30-13

  
\_\_\_\_\_  
Deana Stickles, SOEA Vice President

Dated 9-30-13

  
\_\_\_\_\_  
Gina Boyd, SOEA Secretary

Dated 9-30-13

**APPENDIX B-1**  
**ADDITIONAL PAY FOR EXTRA CURRICULAR DUTIES AND RESPONSIBILITIES**

The specific positions are for information only and were not bargained.

Index is based on a salary of \$34,306.

All positions will be filled on an as needed basis

	<u>Index of Annual</u>
<b>ATHLETICS</b>	
Athletic Fund Business Manager	.140
Strength Coach	.129
<b>FOOTBALL</b>	
Varsity Coach	.206
#1 Varsity Assistant	.129
#2 Varsity Assistant	.129
#3 Varsity Assistant	.129
#4 Varsity Assistant	.129
#5 Varsity Assistant	.129
Eighth Grade Coach	.091
Seventh Grade Coach	.091
#1 Middle School Assistant	.070
#2 Middle School Assistant	.070
<b>CROSS COUNTRY</b>	
Varsity Boys	.086
Varsity Girls	.086
Middle School	.075
<b>BASKETBALL</b>	
<u>Boys</u>	
Varsity	.206
#1 Assistant (if needed)	.129
#2 Assistant (Junior Varsity Coach)	.129
#3 Assistant (Freshman)	.091
Eighth Grade "A" Team	.091
Eighth Grade "B" Team	.070
Seventh Grade "A" Team	.091
Seventh Grade "B" Team	.070
Sixth Grade (Certified Staff Member)	.0178
Fifth Grade (Certified Staff Member)	.0178
Sixth & Fifth Grade (Lay Coach)	.01

<u>Girls</u>	
Varsity	.206
#1 Assistant (if needed)	.129
#2 Assistant (Junior Varsity Coach)	.129
#3 Assistant (Freshman)	.091
Eight Grade "A" Team	.091
Eight Grade "B" Team	.070
Seventh Grade "A" Team	.091
Seventh Grade "B" Team	.070
Sixth Grade (Certified Staff Member)	.0178
Fifth Grade (Certified Staff Member)	.0178
Sixth & Fifth Grade (Lay Coach)	.01
WRESTLING	
Varsity	.129
Assistant	.086
Middle School	.075
Middle School Assistant	.075
GOLF	
Boys Varsity	.107
Girls Varsity	.107
Middle School	.039
BASEBALL	
Varsity	.129
#1 Assistant	.086
#2 Assistant	.086
Middle School	.075
SOFTBALL	
Varsity	.129
#1 Assistant	.086
#2 Assistant	.086
Middle School	.075
TRACK	
Boys Varsity	.129
Boys Assistant	.086
Girls Varsity	.129
Girls Assistant	.086
Middle School Boys	.075
Middle School Girls	.075

Middle School Assistant	.039
VOLLEYBALL	
Varsity	.129
Assistant	.086
Eighth Grade	.075
Seventh Grade	.075
TENNIS	
Boys Varsity	.090
Girls Varsity	.090
SWIMMING	
	.090
GYMNASTICS	
	.090
SOCCER	
Boys	.129
Girls	.129
BASS FISHING	
	.090
CHEERLEADERS AND PEP BLOCK COACH	
High School Sponsor	.075
Middle School Sponsor	.075
#1 HS and MS Assistant	.039
#2 HS and MS Assistant	.039
BAND	
Director	.206
Assistant Director	.129
Percussion Director – Winter	.129
RIFLE, FLAG and POM POM DIRECTOR	
	.129
WINTER GUARD	
Director	.129
Assistant	.086
Middle School Director	.041
STUDENT COUNCIL SPONSOR	
High School #1	.038
High School #2	.038
Middle School #1	.015

Middle School #2	.015
Elementary School (1 per up to 400 students)	.015
YOUTH BOARD SPONSOR	.038
F.F.A. SPONSOR - HS	.032
F.F.A. SPONSOR – MS	.075
F.H.A. SPONSOR	.016
B.P.A SPONSOR	.016
HONOR SOCIETY SPONSOR	.007
CHOIR	
High School	.129
Middle School	.041
Choral Assistant	.041
GRADE SPONSORS	
#1 Freshman Sponsor	.007
#2 Freshman Sponsor	.007
#1 Sophomore Sponsor	.006
#2 Sophomore Sponsor	.006
#1 Junior Sponsor	.038
#2 Junior Sponsor	.038
#1 Senior Sponsor	.038
#2 Senior Sponsor	.038
DRAMATICS	
Director, per three act play	.011
Director, per one act play	.004
Assistant Director, per 3 act play	.005
Assistant Director, per 1 act play	.002
Auditorium Manager	.111
ELEMENTARY MUSIC PROGRAM (per program)	
Maximum of three per teacher per building	.003
NEWSPAPER SPONSOR	
High School	.025
Middle School	.025

YEARBOOK	
High School	.025
Middle School	.016
DEPARTMENT HEADS	
High School and Middle School Department Chairs	.020
TEAM LEADERS	
High School Academy Team Leaders and Middle School Team Leaders	.020
GRADE CHAIRPERSON	
Elementary K-6 and special areas	.020
ACADEMIC COMPETITION	
Academic Team Coordinator/Head Super Bowl	.025
High School Spell Bowl Coach	.025
Mock Trial Team Coach (if needed)	.025
Academic Asst. Coach #1	.015
Academic Asst. Coach #2	.015
Academic Asst. Coach #3	.015
Academic Asst. Coach #4	.015
Academic Asst. Coach #5	.015
Middle School Coach #1	.025
Middle School Coach #2	.025
Middle School Coach #3	.025
Middle School Coach #4	.025
Elementary Spell Bowl Coach	.025
VEX MS #1	.020
VEX MS #2	.020
Robotics	.020
Sea Perch HS	.020
SeAL HS	.020
Little Shop of Books Sponsor MS	.020

## APPENDIX B-2

### EXTENDED CONTRACTS

Index based on the individual teacher's base salary.  
The specific positions are for information only and were not bargained.  
The number of days are listed for informational purposes only.

FFA:

1	Owen Valley High School (48 days)	.264
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Counselors:

2	Owen Valley High School (15 days)	.0825
1	Owen Valley Middle School (10 days)	.055
1	Elementary Counselor (10 days)	.055 (2018-19 only)

Media Specialists:

1	District Media Specialist (10 days)	.055-
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Department Heads:

	Owen Valley High School (1 day)	.0055
	Owen Valley Middle School (1 day)	.0055
	Spencer Elementary School (1 day)	.0055
	McCormick's Creek Elem School (1 day)	.0055

Internship:	Owen Valley High School (15 days)	.0825
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