

~~2019-2020~~
2020-2021

CONTRACT

Between

The Board of School Trustees

of

Benton Community School Corporation

And

Benton Education Association

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CONTRACT
Between
The Board of School
Trustees of
Benton Community School
Corporation and
Benton Education
Association

THIS CONTRACT ENTERED INTO **THIS 21ST ___ DAY OF OCTOBER, 2019**
NOVEMBER, 2020 BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE
BENTON COMMUNITY SCHOOL CORPORATION, HEREINAFTER CALLED THE
"BOARD," AND BENTON EDUCATION ASSOCIATION, HEREINAFTER CALLED
THE "ASSOCIATION."

ARTICLE I
Recognition

For the term of this Contract, the Association is hereby recognized by the Board as the exclusive representative for the purposes of collective bargaining and discussion, for only the following described school employees of the Board as set forth in the following appropriate unit:

INCLUDED: All certificated school employees of the Benton Community School Corporation.

EXCLUDED: Superintendent, Assistant Superintendent, Business Manager, Principals, Assistant Principals, Physical Education Coordinator-Athletic Coordinator, Directors of Vocational and Adult Education, Curriculum Director, Nurses, Attendance Supervisor, Athletic Director, Dean of Students, Secondary Computer/Technology Coordinator, and all other employees who are not certificated school employees.

Definitions

As used in this Contract:

- 1 "Board" means the Board of School Trustees of the Benton Community School Corporation and any person(s) authorized to act for said body in dealing with its employees.
- 2 "School Corporation" and "Corporation" mean the Benton Community School Corporation of the Counties of Benton, Tippecanoe, Warren of the State of Indiana.

- 3 "Certificated school employees" and "teacher(s)" mean the certificated personnel employed by the Board in the bargaining unit as defined in Article I of this Contract.
- 4 "Association" means the Benton Education Association which has been certified or recognized as the exclusive representative of said certificated school employees, or the person or persons duly authorized to act on behalf of such representative.
- 5 The masculine gender shall include the feminine wherever required by the context in which a specific provision of this Contract is applied.
- 6 "Per diem" means a teacher's base salary divided by the number of days identified in the teacher's Regular Teacher's contract.
- 7 "Hourly wages" means a teacher's per diem wage divided by six (6).

ARTICLE II
Salary and Wage Related Fringe Benefits

Section 1. **Leaves of Absence**. The purpose of the following provisions regarding leaves of absence of various kinds is to give a teacher time off for the specific reasons identified in the provisions. The Board shall administer the provisions fairly.

- A. **Bereavement Leave**. Up to six (6) school days of absence shall be allowed for each death in the immediate family. "Immediate family" is defined as including only father, mother, step-father, step-mother, brother, sister, daughter, son, spouse, grandparent, grandchild, ~~or~~ any other person if such person is domiciled and residing in the teacher's home as a member of such teacher's family, **or one for whom the teacher has power of attorney or is executor of the estate**. Up to three (3) school days absence will be allowed for the death of a father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law.

One (1) school day absence will be allowed for the death of an uncle, aunt, a niece or nephew or close friend. In the event a teacher is a funeral participant, he or she shall be released for one day without loss of pay.

In the event the Superintendent determines that there are unusual circumstances which would justify an additional day(s) of absence for bereavement leave, such day(s) may be granted as solely determined by the Superintendent.

Such leave shall not be deducted from the personal leave or sick leave of the teacher.

- B. **Sick Leave**. Each teacher shall be entitled to a total of ten (10) days each school year to be absent from work on the account of illness or quarantine without loss of compensation. These days shall be credited to each teacher at the beginning of each school year. If in any one (1) school year the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulative to a total of one hundred **thirty** ~~twenty~~ ~~(120)~~ **(130)** days and shall be available for use.

The Corporation shall pay to each teacher who has accumulated **one hundred thirty (130)** ~~120~~ days of sick leave, and who has not used his or her annual allotment of sick leave days, an amount of money equal to \$70 per unused sick leave day over **one hundred thirty (130)** ~~120~~. This payment shall be made to the teacher before July 31st of each year. This money shall be deposited into the teacher's 401(a) account.

Sick leave days shall not accumulate to more than **one hundred thirty (130)** ~~120~~ days at the end of each school year.

Upon retirement each teacher shall receive payment for each unused, accumulated sick leave day at the daily rate of \$70 per day to a maximum of **one hundred forty (140)** ~~130~~ days. This money shall be deposited into the teacher's 401(a) account.

A teacher may use up to ten days from his/her accumulated total sick leave days for family illness of a father, mother, stepfather, stepmother, brother, sister, daughter, stepdaughter, son, stepson, spouse or any other person if such person is domiciled and residing in the teacher's home as a member of such teacher's family. At the discretion of the superintendent, additional sick leave days may be granted to the teacher as family illness days.

A teacher employed for only a portion of the school year shall be entitled to a proportionate number of days of sick leave as provided above, and unused days will be accumulative as specified herein.

- C. Personal Business Leave. Each teacher shall be entitled to four (4) days of absence per school year without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs. If in any one (1) school year the teacher shall be absent for reasons covered in this provision for fewer than four (4) days, the remaining days shall be accumulative to a total of six (6) days, including the current years entitlement, with days in excess of said accumulation transferred to the teacher's accumulated sick leave. If a teacher has reached their maximum balance of sick days and has personal days that are eligible to roll into sick days those personal days will be bought back at the rate of \$70 per day and deposited into the teacher's 401 (a) accounts.

Use of personal business leave shall neither immediately precede nor immediately follow a school recess or vacation period which results in an extension of such a period, for purposes of vacation or holiday activities of the teacher, provided, however, that such restriction shall not apply to use of such days for the transaction of legitimate personal business. Electronic notification of intent to use personal days should be sent to the Principal and Superintendent at least two (2) days prior to use of such leave. This does not include "flex" days.

- D. Jury Duty. The Board recognizes that jury duty is one of the responsibilities of all citizens. To enable teachers who are subpoenaed for jury duty to fulfill this responsibility, the following shall apply:

(1) Substitutes will be employed for those actively serving on juries or going through the impaneling process.

(2) A teacher called for grand or petit jury duty shall be paid full regular salary during the required period of absence from assigned duties by the Board; provided the total amount of per diem allowance earned by such teacher is remitted to the school corporation business office.

- E. Pregnancy Leave. A teacher who is pregnant shall be entitled on request to a leave of absence. The leave shall begin at such time as is determined by the teacher and the attending physician. All or part of a leave taken by a teacher because of a temporary

disability caused by pregnancy may be charged, at the teacher's discretion, to the teacher's available sick days. However, the teacher is not entitled to take accumulated sick days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay.

As soon as the teacher is reasonably certain that she will require a pregnancy leave, she shall notify the Superintendent's office, in writing, of the anticipated date the teacher wishes to commence said leave of absence, and the anticipated date of return.

Use of available sick leave for pregnancy leave may be charged to the sick leave available to the teacher, provided the teacher submits her physician's statement certifying her physical disability on the day(s) claimed. Except as provided above, said leave shall be without pay, and sick leave shall not be granted for the purpose of child care or child rearing.

- F. Parental Leave. A teacher who gives birth to a child or whose spouse gives birth to a child or who adopts a child shall be entitled on request to a leave of absence without pay. The leave shall begin at such time as the child is born or is placed in the custody of the teacher and shall extend either until the beginning of the next school year or the beginning of the second school year following the start of the leave.

A written notice shall in any event be given thirty (30) days prior to the date on which the leave is to begin or, in the case of adoption, as soon as the adoption agency notifies the teacher as to when the teacher will be receiving the child and shall also state the probable duration of the leave.

At least sixty (60) days prior to the beginning of the school year, the teacher shall notify the Superintendent in writing whether or not s/he intends to return at the beginning of said school year.

- G. Court Leave. In the event a teacher is subpoenaed to appear in any court proceeding as a result of activities in carrying out his regular employment by the Board he or she shall be granted a leave of absence with pay for such court proceeding. This provision shall not apply however if the Association, an affiliate, or teacher brings court action against the Board or Corporation or if the Board or Corporation brings action against the Association, an affiliate or teacher.
- H. Military Leave. The Board recognizes that National Guard or other military reserve services is a valuable contribution to the Community, State and Country. When teachers are ordered by the appropriate officials for National Guard or other military reserve duty, other than for training purposes, the following provisions shall apply:

(1) Substitutes will be employed for those actively on state duty in National Guard or other military reserve forces.

(2) The pay rate for those individuals involved will be reduced by the exact amount of the pay received by the individual from the National Guard or other military reserve services for duty when school is in session for a period not to exceed 30 work days.

I. Political Leave. A leave of absence without pay for a period not to exceed six (6) weeks shall be granted to a teacher upon request for the purpose of campaigning for a full-time public office, including a seat in the Indiana General Assembly. If the teacher is elected to the office and the work of the public office would interfere with the task of teaching, the teacher shall be granted a leave of absence without pay for a period of time sufficient to enable the teacher to serve one (1) full term in the office to which he was elected.

J. Sabbatical Leave. No more than two (2) teachers per school year (only one of whom shall be from the same school) shall be eligible for a leave for purposes of professionally-related experience. The proposed professionally-related experience shall be subject to approval of the Superintendent prior to the granting of the leave. The leave shall not exceed the period of a school year and shall be without pay. Where more teachers apply than are eligible under this section, the leave shall be granted in the order of application.

K. General Leave. The Board, on written request of a teacher and with the recommendation of the Superintendent, may grant other leaves of absence without pay for a period not exceeding one school year and for a period not less than thirty (30) calendar days. Such a leave of absence shall be without pay and authorized in advance.

Applications for leave of absence must be initiated with the principal and processed through administrative channels.

L. General Provisions Covering Leaves of Absences.

(1) A teacher wishing to take a leave of absence for pregnancy leave, parental leave, political leave, sabbatical leave or general leave shall give notice to the Superintendent's office in writing of the beginning date of the leave at least thirty (30) days prior to the date on which said leave is to begin and the probable duration of the leave. By at least April 25, in reference to the beginning of a school year, or sixty (60) days prior to the beginning of the second semester, whichever is applicable, the teacher shall notify the Superintendent in writing whether he or she intends to return at the beginning of said school year or said second semester. A medical condition involving the health of said teacher which occurs and is established by medical certification that prevents the intended return shall be treated as a new illness and may be charged to sick leave to the

extent available.

(2) A teacher returning from a leave of absence provided herein shall, on his return, be assigned to the same position in the same school if said position is still in existence. If said position is not in existence, he shall be assigned to a position for which he is qualified and senior, if any.

(3) Teachers returning from a leave of absence shall retain credit for years of teaching service in this school corporation or in any public school, in accordance with Board policy, and in accordance with the rules and regulations of the Indiana Department of Education.

(4) A teacher contracted to fill a position vacated by a teacher on leave shall be notified of this fact and the expected duration of the leave, and the contract duration shall not be for a period longer than that of the expected duration of the leave, in order to insure that the position will be unoccupied when the teacher returns from leave.

(5) In case of Pregnancy, Parental, Court, Military, Political, Sabbatical or General Leave, sick leave credits shall be pro-rated on the basis of the teacher's presence and absence during the school year.

M. Paid Parental Leave. In addition to other applicable leaves in this agreement, when a child is born or adopted, the parent shall be granted five (5) days of paid parental leave to be used immediately following the birth or adoption, and a teacher shall provide a copy of the birth certificate of the new born or adoption documents upon request.

N. Family and Medical Leave Act. FMLA is governed by Board policy. Teachers will be provided with a copy of the Board FMLA policy at the beginning of the school year if requested.

Section 2. Sick Leave Bank.

The Sick Leave Bank is open to all persons in the bargaining unit as defined in Article I of this Contract.

All persons in the bargaining unit may be asked to donate one sick day at the beginning of the school year. Members will not be assessed more than one (1) sick day per school year for Sick Leave Bank. The maximum number of days in the bank will not exceed ~~400~~ **five hundred (500)**. ~~For the 2019-20 contract year the~~ The Board will contribute to the sick bank one sick day for each of the members of the bargaining unit.

By the tenth (10th) of each month during the school year, the Association shall provide monthly statements of account to the Corporation indicating the number of Bank days used

during the preceding month, and by whom, as well as the balance of days remaining in the Bank according to Association records.

Section 3. **Retirement Benefits.**

403(b) Retirement Savings Plan. This plan will be administered by current vendor. After the employee contributes 0.5% of their base teacher's salary (excluding extracurricular and extended contracts) to this plan the Board will contribute 0.5% of the teacher's base salary to this plan. The teacher contribution may exceed 0.5%, subject to government regulations and guidelines. The Board's contribution is limited to 0.5% of the teacher 's base salary.

Section 4. **Professional Growth Meetings.** ~~Within the limitation of appropriated funds for this purpose, The~~ expenses of attending approved professional growth meetings may be paid from school funds and substitutes ~~may will~~ be provided, ~~to the extent possible,~~ when needed. ~~These expenses include lodging, mileage, and parking.~~

Section 5. **Mileage.** Teachers whose regular assignments require driving their personal automobiles shall be reimbursed at the I.R.S. allowance per mile on the basis of the regular mileage claim form. This mileage rate shall also be effective under Section 4, above, when mileage reimbursement occurs.

Section 6. **Group Insurance.**

- (A) **Medical Insurance.** The Board shall pay 99% of the single premium of the HDHP (H.S.A) Plan 6 provided by WV/WCI School Insurance Trust towards any single plan offered by WV/WCI School Insurance Trust or pay 55% of the family premium of the HDHP (H.S.A) Plan 6 provided by the WV/WCI School Insurance Trust towards any family plan offered by the WV/WCI School Insurance Trust. The employee will be responsible for the difference in premium. The carrier of such insurance shall be determined by the Board, however the extent of coverage shall be a negotiable item between the parties.

For calendar year ~~2020~~ 2021 only, the Board will match on a dollar for dollar basis deposits of up to \$1,000 in the Health Savings Accounts for employees participating in the single high deductible health plan and deposits of up to \$2000 for employees participating in the family high deductible health plan. Employee contributions must be made through payroll deductions in order to be counted for purposes of the Board's matching contributions.

This matching contribution by the Board will be in effect only from January 1, 2020 2021 through December 31, ~~2020~~ 2021. This matching Health Savings Contribution by the Board and this contract language will expire on December 31, ~~2020~~ 2021, and this language will be removed from the contract at that time.

The Association shall appoint one member to the board of the insurance trust. The member appointed by the Association shall receive professional leave to attend any insurance trust meetings.

For contract year ~~2019-20~~ 2020-21 only, the Board will contribute a maximum of \$1,000 towards current voluntary insurance benefits for a teacher. The teacher may elect to divide the \$1,000 up between more than one voluntary insurance benefit or all towards one specific voluntary insurance benefit. The voluntary insurance benefits that will be covered under this contribution will be Dental Insurance, Vision Insurance, Cancer Insurance, Accident Insurance, STD & LTD Insurance, Life Insurance, Health Insurance Premiums and Contribution to Health Savings Account (*cannot be used for matching HSA requirement*). The school corporation payroll department will provide a form so that each teacher can specify the dollar amount to apply to one or more voluntary insurance benefit premiums, health insurance premiums or H.S.A. contributions to a maximum of \$1,000. The forms for ~~2019-20~~ 2020-21 contract year will be due within 30 days from contract ratification by both parties. No late forms will be accepted.

This one-time payment towards voluntary insurance benefits by the Board will be in effect only for ~~2019-20~~ 2020-21 contract year. This one-time payment towards voluntary insurance benefits by the Board and this contract language will expire on June 30, ~~2020~~ 2021, and this language will be removed from the contract at that time.

Any teacher who can provide proof of coverage under ~~their spouse's~~ another insurance plan may choose not to participate in the group hospitalization and medical insurance plan and receive a yearly cash payment of three thousand dollars (\$3000.00). The teacher shall receive one half of this amount with the first pay in December and the second half of this amount with the first pay in June.

In accordance with Indiana Code § 5-10-8-2.6, the Corporation shall provide a group health insurance program to each retired employee:

- (1) Who will have reached fifty-five (55) years of age on or before the employee's retirement date but who will not be eligible on that date for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq.;
- (2) Who will have completed twenty (20) years of creditable employment with a public employer on or before the employee's retirement date, ten (10) years of which must have been completed immediately preceding the retirement date; and
- (3) Who will have completed at least fifteen (15) years of participation in the retirement plan of which the employee is a member on or before the employee's retirement date.

To be eligible for this health coverage, the retired employee must request and enroll in coverage within ninety (90) days after the employee's retirement date. The retired employee may elect to have the employee's spouse covered under the health insurance program at the time the employee retires. The retired employee shall be solely responsible for payment of premiums

associated with coverage for the retired employee, spouse and any other covered persons.

The coverage for the retired employee shall terminate upon the earliest of the following: (a) when the retired employee becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq. (except to the extent that continuing coverage is required under Medicare relating to end stage renal disease); (b) when the retired employee fails to make timely payment of premiums for the coverage; or (c) when the Corporation terminates the health insurance program. Coverage for the spouse shall terminate as set forth under Indiana law.

The group insurance program offered to retired employees is intended to be consistent with the requirements of Indiana Code § 5-10-8-2.6, but is not intended to provide benefits in excess of those required by Indiana and federal law.

(B) Term Life Insurance. Each teacher shall be covered by a term life insurance policy in the amount of fifty thousand dollars (\$50,000), with double indemnity. The carrier shall be established through the Wabash Valley Insurance Trust. The Board shall pay the premium for each member's policy minus \$1.00 which shall be deducted from the pay of the teacher.

Supplemental life and dependent coverage may be available at the banded group rates for teachers and their dependents through the Business Office.

Maximum Board Payment Per Teacher: Up to \$125.00 per year.

(C) Long Term Disability. Each teacher may participate, through payroll deduction, in a long term disability insurance program. The carrier of such insurance shall be determined by the Board.

(D) Flexible Benefit Plan. Section 125 Flexible Benefit Plans I and II are available through the Business Office.

~~(E) Pay Options. All teachers, including new hires, shall be paid on twenty six (26) pays for contract year 2016-2017 the first pay will commence on September 2, 2017.~~

Section 7. Athletic Pass. The board shall provide each teacher with an athletic pass that will admit the teacher, without charge, to all K-12 athletic functions sponsored by the corporation, excluding all tournament events (This will be the identification badge that each teacher is required to have and wear). Teacher Family pass may be received by contacting the Corporation Office free of charge to the employee. The school board will pay the athletic department the \$25.00 family pass on behalf of the employee.

Section 8. Association Leave. The President and Officers of the Association shall have the use of up to three (3) days per legislative long session and one (1) day during short session as professional leave days. The President of the Association may designate any Association member to utilize those days.

Section 9. **Compensation Model**

A. Salary Range

The salary range for returning teachers for the 2020-2021 school year is \$34,036 - \$65,653.

B. Base Salary Increase Eligibility Requirements

A returning teacher who does not satisfy these eligibility criteria remains at his/her prior year salary.

1. Teachers evaluated as Improvement Necessary or Ineffective in the prior school year shall not be eligible to receive any base increase or transition to any new salary schedule and shall remain at their prior year base salary.
2. Teachers who are determined to cause negative impact on students in the prior school year shall not be eligible for any base salary increase or stipend for the current school year.
3. Only teachers who receive a Highly Effective or Effective evaluation rating in the prior school year are eligible for a salary increase.
4. A returning teacher must have been under contract a minimum of 120 days as defined by the Indiana Public Retirement System in the prior school year to be eligible for a base unit increase.

C. Base Salary Increase Factors

Teacher base salaries will be increased by 3% for the 2020-2021 school year based on the following factors:

1. Evaluation – Teacher received an evaluation rating of Effective or Highly Effective on his/her prior year evaluation.
2. Experience – Teacher worked a minimum of 120 paid days in the prior school year.

D. Weights Assigned to Factors

1. Evaluation 50%
2. Experience 50%

E. Redistribution

Any funds that were allocated to teachers who received an evaluation rating of Ineffective or Improvement Necessary in the prior school year will be divided

evenly and redistributed as a stipend among teachers who received an evaluation rating of Effective or Highly Effective for the prior school year. This redistribution stipend below will be distributed to these teachers no later than the end of the contract term.

F. New Hires

1. New teachers hired in the current school year contract year will be placed using the ranges listed below:

Degrees	BS & BS+15	BS-30 & MS	MS+15 & MS-30
0-5 Years of Service	\$36,519-\$40,991	\$38,694-\$42,618	\$39,841-\$43,884
6-10 Years of Service	38,341.95 \$44,169	42,632.93 \$45,925	\$44,629-\$48,094
11-15 Years of Service	\$43,743-\$49,777	\$45,365-\$51,525	\$46,714-\$53,060
16 or more Years of Service	49,126.05 \$52,552	50,934.73 \$63,522	\$54,048-\$65,349

2. New hire salaries will be determined using the ranges above and placement will be based upon the new hire’s education and years of experience. The Superintendent has the authority to place new hires in the range above the range that corresponds with the new hire’s education and experience if it is necessary based on the needs of the district. The Superintendent will meet with BEA President, Vice-President, and Negotiation Chairman prior to making a salary recommendation outside the range corresponding to the new hire’s education and experience. All offers of salary will have board of school trustees’ approval.

~~The salary range shall be \$36,519 – \$65,402 for the 2019-20 school year.~~

~~All current teacher base salaries for the school year ending 2018-2019 will range between \$36,519 and \$64,702.~~

~~Teacher salary increases for 2019-20 school year will be based upon performance with teachers earning units for *specific* performance in the following two defined categories:~~

- ~~1. Teacher Evaluation (5 units) \$125/unit~~
- ~~2. Experience (1 unit) \$75/unit~~

~~Teachers may earn five (5) units in category one and one (1) unit in category 2 for a maximum of six (6) units per year~~

~~Categories added to the base will be applied to the teacher's contract for the 2019-2020~~

~~school year. The teacher must be under contract for the 2019-2020 school year to be eligible for base unit pay.~~

~~Only teachers who are evaluated as Effective or Highly Effective are eligible to receive salary increases. Teachers who receive evaluation ratings of ineffective or needs improvement or are determined to cause negative impact shall not be eligible for any raise or stipend. Any raise or stipend that would have gone to these teachers shall be redistributed evenly to the rest of the eligible teachers.—~~

~~New teacher hired during the 2019-2020 contract year will be placed using the ranges listed below:~~



Degrees	BS & BS+15	BS+30 & MS	MS+15 & MS+30
0-5 Years of Service	\$36,519—	\$38,694—\$42,618	—\$39,841—\$43,884
6-10 Years of Service	\$40,409—	\$43,136—\$45,925	—\$44,269—\$48,094
11-15 Years of Service	\$43,743—	\$45,365—\$51,525	—\$46,714—\$53,060
16 or more Years of Service	\$49,392—	\$53,420—\$63,522	—\$54,048—\$65,349

~~The corporation reserves the right to determine Academic Needs. Teaching areas that have been determined to be of Academic Need (new hires only) may have salary levels set based on the level of their education at any point within the salary range. The Superintendent has the authority to hire staff above the range if it is necessary based on the needs of the district. The Superintendent will meet with BEA President, Vice-President, and Negotiation Chairman prior to making a salary recommendation to each Academic Needs candidate. All offers of salary will have board of school trustees approval.—~~

~~2019-2020 Stipend~~

~~Teachers may be eligible to receive a one-time stipend of a \$500, to be paid within 30 days of finalization of evaluations, for the 2018-19 school year, based upon the following factors:~~

~~To be eligible to receive compensation under this factor, a teacher must have received an evaluation rating of Highly Effective or Effective on his or her 2018-2019 evaluation. Teachers who received an evaluation rating of Ineffective or Improvement Necessary on their 2018-2019 evaluation or who negatively impact student growth are not eligible to receive this stipend.— Amounts allocated for this stipend for teachers who receive evaluation ratings of Ineffective or Improvement Necessary on their 2018-2019 evaluation or who negatively impact student growth will be reallocated and distributed to teachers who received evaluation ratings of Highly Effective or Effective on their 2018-2019 evaluations.—~~

~~To be eligible to receive compensation under this factor, a teacher must have received compensation for 120 days during the 2018-2019 school year as defined by the Indiana Public Retirement System and must continue to be employed by the Benton Community School Corporation for the 2019-2020 school year.~~

Summer School Contracts

Teachers of summer school shall be issued a Supplemental Teachers Contract and shall be paid an hourly rate for each hour of instruction based on their regular teacher's contract salary.

Dual Credit Courses

Certified Teachers who teach one or more Dual Credit Courses and meet the requirements of the Higher Learning Commission (HLC) will receive a maximum of \$500 stipend upon successful completion of each semester.

Special Education Teacher of Record *This is for informational purposes only.*

Special Education teachers who are Teacher of Record for students and must perform duties for progress monitoring, conference preparation and follow-up, and paperwork submission to the co-op will receive one additional day on their regular teacher contract. For 2020-2021 only, to address re-writing of Individual Education Plans for a virtual environment, special education teachers who are a Teacher of Record for students will receive a second additional day on their regular teacher contract.

Section 10. Wage Payment Agreement. Each teacher shall be paid his/her salary over twenty-six (26) equal pays according to the pay date schedule attached as Appendix B.

Section 11. New Teacher Orientation. A teacher who attends new teacher orientation will be paid \$50 for a half-day orientation and \$100 for a full-day orientation.

Section 12. Wage Payment Agreement for Extracurricular Activities.

- A. An employee who request for an extracurricular activity position to be split with another employee may submit their request to the Superintendent and Association President for consideration. Any granted request will only be applicable for the school year in which it was granted. A split stipend shall be divided equally.
- B. A teacher shall receive a supplemental contract for any extra-curricular positions once board approved. At the time of accepting the extra-curricular position the teacher shall elect to receive payment of ECA stipend as follows:
 - 1. Installment payments over 26 pay periods; or
 - 2. Lump sum payment upon completion of ECA duties.

Section 13. Background Checks. The Board shall be responsible for the costs of obtaining expanded criminal background checks and expanded child protection index checks for currently employed teachers.

Section 14. Ownership of Work Products. As a wage-related benefit, a teacher will retain ownership of his/her self-created work products.

~~CATEGORY DEFINITIONS~~

~~1. Teacher Evaluation~~

- ~~• Teachers rated Highly Effective on the evaluation instrument = 5 units~~
- ~~• Teachers rated Effective on the evaluation instrument = 5 units~~
- ~~• Teachers rated Improvement Necessary or Ineffective = 0 units for all categories~~

~~2. Experience~~

- ~~• Minimum 120 paid days in the previous school year = 1 unit~~
- ~~• Where "previous school year" is defined as the time period between July 1, 2018 and June 30, 2019 for compensation attributable to the 2019-2020 school year.~~

ARTICLE III Retirement Plan

Section 1. Effective January 1, 2003, the Board agrees to establish and maintain a qualified retirement plan pursuant to section 401(a) of the U. S. Internal Revenue Code (hereinafter referred to as the "401 (a) plan") for all teachers. Effective August 1, 2013, the Board will contribute an amount equal to two and one half percent (2.5%) of each teacher's base salary annually into the 401 (a) plan on behalf of each teacher.

Section 2. The contributions to the 401 (a) plan on behalf of a teacher will vest with that teacher after the teacher completes five (5) years of continuous service with the Benton Community School Corporation. Years of continuous service shall not be broken by time spent on a recall list or an approved leave of absence. For purposes of this Article, one (1) year of service shall be credited upon the completion of one hundred twenty (120) school days in a given school year. If the employment relationship of a teacher is severed with the Benton Community School Corporation prior to the 401(a) account vesting, the amount in the account shall be equally distributed among the remaining 401 (a) accounts.

Section 3. Teachers Retirement Fund. The Board shall pay directly to the Teachers Retirement Fund the three percent (3%) contribution required by teachers.

ARTICLE IV

Grievance Procedure

Section 1. **Definition.** A grievance is hereby defined as a claim against, or a dispute with, the Board by a teacher or a group of teachers or the Association involving the interpretation or application of the express terms of this Agreement.

Section 2. The purpose of this grievance procedure is to settle in good faith, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violation, misapplication, or misinterpretation of the provisions of this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

Section 3. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given an opportunity to be present at such adjustment.

Section 4. **Procedure.** Grievances shall be handled in the following manner:

Step One. The aggrieved teacher shall first present the grievance to the building principal during non-teaching and non-preparation hours. The building principal shall verbally answer the grievance within one (1) working day after it is presented by the aggrieved teacher.

Step Two. If the grievance is not satisfactorily resolved in Step One, it shall be reduced to writing, and submitted to the building principal in a form mutually agreeable to the Board and Association.

It is understood that the grievance shall be presented in writing to the building principal by the aggrieved teacher within thirty (30) working days from the time that the aggrieved teacher knew of the facts giving rise thereto.

Within five (5) working days after receiving the written grievance, the building principal shall communicate his answer in writing to the aggrieved teacher.

Step Three. If the grievance is not satisfactorily resolved in Step Two, it may be appealed within seven (7) working days to the Superintendent by submitting the written grievance to the Superintendent's office, which shall receipt therefore. Within ten (10) working days after receipt of the appealed grievance, the Superintendent or his designated representative shall communicate his answer in writing to the aggrieved teacher.

Step Four. Within ten (10) working days of receipt of the decision in Step Three, the Association may submit the grievance to advisory, non-binding arbitration. The

Association shall notify the Board in writing of its intention to submit the matter to advisory, non-binding arbitration within this ten (10) working day period. After such notification, the following procedures shall be followed:

- A. The Arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The Arbitrator shall set forth his findings and conclusions on the issues submitted, and issue an advisory opinion on the grievance.
- B. The Board and the Association agree that neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any issues or contentions not previously disclosed to the other party.
- C. The fees and expenses of the arbitrator under this Article shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the fees or expenses of witnesses called by the other.
- D. Within thirty (30) days of the receipt of the arbitrator's advisory opinion, the Board shall render its decision to accept or decline to accept such opinion at a regular or special meeting of the Board.

Step Five. Within ten (10) working days of receipt of the decision in Step Three, or if advisory, non-binding arbitration is used, within ten (10) working days of: (A) receipt by the Association of the Arbitrator's advisory opinion on the grievance, with which advisory opinion the Association disagrees or (B) receipt by the Association of written notification that the Board has voted to decline to accept the Arbitrator's advisory opinion on the grievance, the Association may file or pursue such grievance in any other forum which it believes is proper and necessary to resolve the grievance.

Section 5. **Arbitration.** The arbitrator's jurisdiction shall be limited to rendering a decision of the grievance as defined in Section I, above. The arbitrator shall have no power to amend, add to, subtract from or supplement provisions of this Agreement.

Section 6. The President of the Association, or his designated representative, shall be entitled to visit the building or buildings involved in a grievance to investigate the grievance and to confer with the aggrieved teacher. Such visits shall not be conducted in a manner which would interrupt regular classroom activities or otherwise interfere with teacher assignment at the time. The President or his designee shall report to the building principal before commencing such a visit.

Section 7. **Additional Provisions.**

A. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation, nor shall any record or reference to the exercise of the grievance procedure by a teacher be provided to any prospective employer of the teacher.

B. In the event that a representative of the Board shall fail to respond to a grievance in any of the steps of the grievance procedure within the specified time limit, the grievance shall be deemed advanced to the next step of said procedure. In the event that a grievance is not presented initially or advanced from one step to the next within the time specified above, it shall be deemed waived, provided, however, that such waiver shall not constitute a precedent with respect to any other grievance.

C. The term "working days" as used in this Article shall be deemed to mean days on which school is in session during the regular school year. In the event that a grievance arises which cannot be processed in accordance with the time provisions of this Article prior to the termination of the regular school year, the term "working days" shall be deemed to mean the days Monday through Friday thereafter, except for legal holidays.

D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

E. In the event that an arbitration hearing is conducted during the hours of the work day, the President of the Association or his designee and any teacher who is a witness shall be released from regular duties without loss of pay for purposes of appearing at the hearing.

F. Grievances filed on behalf of itself and or a class of teachers shall be signed by the Association representative. When representing a "class" the individual teachers involved will be identified.

G. If a grievance arises that does not involve the exercise of the duties or responsibilities of a building principal, the grievance may be initiated at Step 3. In the event a grievance is initiated under this provision, the Superintendent shall have fifteen (15) working days to answer.

ARTICLE V
TERM OF
AGREEMENT

This Contract shall be effective as of ~~August 1, 2019~~ **July 1, 2020** and shall continue in effect through June 30, ~~2020~~ **2021**.

All benefits contained in this agreement shall be retroactive to the appropriate effective date.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this ~~21st~~ _____ day of ~~October 2019~~ **November, 2020**.

BENTON EDUCATION ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION

BEA Representatives

BCSC School Board Trustees

Appendix A
Extra Curricular Salary Schedule

Not All Positions Listed Will Be Filled
Annually

The number of positions is included for
informational purposes only and was not
negotiated by the parties.

Program	Number of Pos.	Salary
Math Department Coordinator	1	1,975
English Department Coordinator	1	1,975
Social Studies Dept Coordinator	1	1,975
Science Department Coordinator	1	1,975
Fine Arts Department Coordinator	1	1,975
Career & Technical Education Dept Coord	1	1,975
World Languages	1	1,975
Health & Wellness Coordinator	1	1,975
Special Education Coordinator	2	1,975
Corp Speech/Language Coordinator	1	1,975
8th Grade Team Coordinator	1	1,975
7th Grade Team Coordinator	1	1,975
Supply Coordinator	1	1,975
Reading Coordinator	1	1,975
Band Director	1	5,240
Choral Director	1	2,540
Assistant Band Director	1	483
Swing Choir	1	960
Senior Class Sponsor	2	607
Junior Class Sponsor	2	1,128
Sophomore Class Sponsor	2	319
Freshman Class Sponsor	2	319
Senior High Annual & Newspaper Sponsor	1	2,540
Junior High Publications	1	802
Musical-Director	1	1,282
Musical - Technical Director	1	855
Musical - Music Director	1	855
Jr High Play Director	1	1,068
Jr High Play Technical Director	1	855
Sr High Play Director	1	1,282
Sr. High Play Technical Director	1	855
Senior High Speech and Debate	1	1,975
Junior High Speech and Debate	1	1,169
Senior High Cheerleading Sponsor	1	3,857

FOOTBALL

Varsity Boys Football Coach	1	7,949
Varsity Boys Head Assist Football Coach	1	4,279
Varsity Boys Assistant Football Coach	3	3,235
Head JH Boys Football Coach	1	2,686
JH Head Assistant Football Coach	1	2,239
Jr. High Boys Assistant Football Coach	2	1,575

BASKETBALL

Varsity Boys Basketball Coach	1	7,949
Varsity Boys Assist. Basketball Coach	1	4,279
Junior Varsity Boys Basketball Coach	1	4,279
9th Grade Boys Basketball Coach	1	3,235
9th Grade Boys Assist. B-ball Coach	1	1,743
Jr. High Boys Basketball Coach	2	2,945
Jr. High Boys Assist. Basketball Coach	2	1,575

TENNIS

Varsity Boys Tennis Coach	1	3,467
Varsity Boys Assistant Tennis Coach	1	1,597

CO-ED SWIMMING

Varsity Co-Ed Swimming Coach	1	4,808
Varsity Co-Ed Head Assist. Swimming Coach	1	3,312
Co-ed Varsity Assistant Swimming Coach	2	3,098
Jr High Co-ed Swimming Coach	1	2,052
Jr High Assist Co-ed Swimming Coach	1	1,096

CO-ED TRACK

Varsity Co-Ed Track Coach	1	4,279
Co-ed Varsity Assistant Track Coach	3	3,098
Jr. High Coed Track Coach	1	2,052
Jr. High Assist. Co-ed Track Coach	3	1,096

BASEBALL

Varsity Boys Baseball Coach	1	4,279
Varsity boys Assistant Baseball coach	1	2,342
Junior Varsity Boys Baseball Coach	1	2,342
Junior Varsity Boys Assist. Baseball Coach	1	2,052

WRESTLING

Varsity Boys Wrestling Coach	1	4,279
Varsity Boys Head Assist Wrestling Coach	1	3,502
Varsity Boys Assistant Wrestling Coach	1	2,155
Jr. High Assist. Boys Wrestling Coach	1	1,096

GOLF

Varsity Boys Golf Coach	1	3,467
Assistant Boys Golf Coach	1	1,597
Jr. High Co-Ed Golf Coach	1	1,575

SOCCER

Varsity Boys Soccer Coach	1	3,467 4279
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Head Assistant Soccer Coach	1	2342
Junior Varsity Boys Soccer Coach	1	2,052
CO-ED CROSS COUNTRY		
Varsity Co-Ed Cross Country Coach	1	3,467
Asst Cross Country Coach	1	1,597
Jr. High Coed Cross Country Coach	1	1,575
INTRAMURALS		
Senior High Intramurals	2	2,342
Junior High Intramurals	2	1,575

GIRL'S ATHLETICS SALARY SCHEUDLE

Program	Number of Pos.	
BASKETBALL		
Varsity Girls Basketball Coach	1	7,949
Varsity Girls Assistant B-ball Coach	1	4,279
Junior Varsity Girls Basketball Coach	1	4,279
9th Grade Girls Basketball Coach	1	3,235
9th Grade Girls Assist. Basketball Coach	1	1,743
Jr. High Girls Basketball Coach	2	2,945
Jr. High Girls Assist. Basketball Coach	2	1,575
TENNIS		
Varsity Girls Tennis Coach	1	3,467
Varsity Girls Assistant Tennis Coach	1	1,597
SOFTBALL		
Varsity Girls Softball Coach	1	4,279
Varsity Girls Assistant Softball Coach	1	2,342
Junior Varsity Girls Softball Coach	1	2,342
Junior Varsity Girls Assist Softball Coach	1	1,096
VOLLEYBALL		
Varsity Girls Volleyball Coach	1	3,467 4279
Varsity Girls Assistant Volleyball Coach	1	2,342
Junior Varsity Girls Volleyball Coach	1	2,342
9th Grade/Jr Varsity Girls Volleyball Asst Coach	1	2,052
Jr High Girls Volleyball Coach	2	1,575
Jr. High Girls Assist. Volleyball Coach	2	916
GOLF		
Varsity Girls Golf Coach	1	3,467
Assistant Girls Golf Coach	1	1,597
SOCCER		
Varsity Girls Soccer Coach	1	3,467 4279
Head Assistant Soccer Coach	1	2,342
Assistant Soccer Coach	1	2,052

Appendix B
Wage Payment Schedule

August 28, 2020
September 11, 2020
September 25, 2020
October 9, 2020
October 23, 2020
November 6, 2020
November 20, 2020
December 4, 2020
December 18, 2020
January 1, 2021 (payment will be in bank on 4th due to bank holiday)
January 15, 2021
January 29, 2021
February 12, 2021
February 26, 2021
March 12, 2021
March 26, 2021
April 9, 2021
April 23, 2021
May 7, 2021
May 21, 2021
June 4, 2021
June 18, 2021
July 2, 2021
July 16, 2021
July 30, 2021
August 13, 2021

The first for the 2021-2022 contract year will be September 3, 2021 and every two weeks for 26 pay periods.