

# **Professional Agreement**

**Between**

**The Board of School Trustees**

**of**

**Hamilton Southeastern Schools**

**and**

**The Hamilton Southeastern Education Association**

**Effective July 1, 2022, to June 30, 2023**

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## **Professional Agreement**

This agreement is entered into and ratified this September 29, 2022 by and between the Board of School Trustees of the Hamilton Southeastern Schools, hereinafter called the “Board”, and the Hamilton Southeastern Education Association, hereinafter called the “Association.”

Should any Article, Section, or Clause of this Collective Bargaining Agreement be declared illegal by IEERB or by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be deleted automatically from this Agreement 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 Agreement to the extent that such remain unaffected by the deleted Article, Section, or Clause.

Now, therefore, in consideration of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows:

## **Article I**

### **Recognition**

For the term of the Agreement, the Board hereby recognizes the Association as the exclusive representative of the bargaining unit for the purposes of collective bargaining and discussion within the meaning of Indiana Code 20-29.

In accordance with Indiana Code 20-29, the bargaining unit shall consist of all certificated members of the faculty of Hamilton Southeastern School Corporation, excluding supervisory personnel, confidential employees, attendance officers, supervisors, deans, and employees providing security work. Among such excluded employees are: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Athletic Directors, High School College and Career Directors, Deans, Instructional Technology Coaches, District High Ability Coordinator, Teacher Development Specialists, ENL Coordinator, Intervention Specialist, Directors and Assistant Directors, Coordinator of Experiential Learning, Pre-School Coordinator, Focus Day School Coordinator, Energy Manager, Equity Officer, and Special Project Officer.

The term “teacher” when used in this contract shall refer to all certificated school employees as defined in Indiana Code 20-29-2, employed by the Board and included in the above-described unit.

The terms “Board” and “Association” shall include authorized officers, representatives and agents.

The term “Board” shall refer to the Board of School Trustees.

The term “School Corporation” shall refer to Hamilton Southeastern Schools.

## **Article II**

### **Compensation**

#### **Section 1. Basic Salaries**

- A. The basic salaries of the teachers covered by this Agreement are set forth in Appendix I which is attached to and incorporated in this Agreement. The overall salary range is \$42,832 to \$85,063 prior to any increases under this Agreement. ECA stipends are set forth in Appendix II which is attached and incorporated in this Agreement. The salary range, after the increases under this agreement, for teachers with a Bachelor's degree is from \$44,074 to \$73,734. The range for teachers with a Bachelor's degree and at least 36 additional credit hours, after the increases under this agreement, is from \$50,846 to \$87,530.
- B. The following sentence was not bargained and is being included for informational purposes only.  
Teachers who perform the required duties for/during an e-learning day will have fulfilled a regular contract day regardless of the number of hours actually worked to complete that day's e-learning duties.

#### **Section 2. Initial Placement on Salary Range**

- A. New hires will be eligible for a salary increase resulting from a negotiated adjustment to the overall salary range even though new hires remain at the same level on the salary range.
- B. New hires will be placed on the salary range based on their degree and experience.

Teachers who earned graduate credit after the completion of a bachelor's degree will have those hours counted toward initial salary range placement. They do not advance until after their first full evaluation.

- Bachelor's Degree/No experience or one (1) year of experience-Starting Level A
- Bachelor's Degree + 9/No experience or one (1) year of experience-Starting Level B
- Master's Degree or Bachelor's Degree +36/No experience or one (1) year of experience Starting Level F
- Master's Degree +15 or Bachelor's Degree +51/No experience or one (1) year of experience -Starting Level G

- C. A full year of teaching experience and/or its equivalency will be defined as follows:
1. Teaching experience to equal 120 days (in one school year) in any accredited public elementary or secondary school recognized by the Indiana Teachers Retirement Fund (IC 211.7) or other out of state teacher's retirement fund.

Verification of out of state retirement fund membership must be provided by the teacher.

2. Teaching experience to equal 120 days (in one school year) in any elementary or secondary school maintained by the US Government, or teaching experience gained in federally funded programs, as approved by the US Department of Education.
3. Teaching experience to equal 120 days (in one school year) in any publicly supported college or university accredited by a nationally recognized accrediting association.
4. The School Corporation shall have the option of recognizing up to eight (8) years of experience to equal 120 days as determined by written policy in the following categories:
  - a. Any publicly or privately supported college, university, or institution accredited by the duly authorized state agency of any other state. A minimum of one course must be taught per semester to receive credit.
  - b. Any private or parochial school certified by the US Department of Education;
  - c. Any private or parochial school recognized by the duly authorized state agency of any other state;
  - d. Any experience reported for state support prior to the promulgation of this rule.
5. Military Service
  - a. Eight months of either military service or military service combined with teaching experience shall be equivalent to one year teaching experience, provided such service shall occur within the school year beginning July 1 and ending June 30.
  - b. Military experience substituted shall not exceed four years.
  - c. The provisions of this section shall apply to all veterans who took the oath of allegiance, wore the uniform, served in either combat or non-combat units, and were discharged under honorable conditions.

### **Section 3. Compensation Model/Placement on New Salary Range 2022**

#### **A. Eligibility**

Except for teachers in the first two full school years of instructing students, a teacher rated ineffective or improvement necessary may not receive any raise or increment for the following year if the teacher's employment contract is continued. Further, teachers must have 120 days experience with the School Corporation the previous school year as recognized by INPRS/the Indiana Teachers Retirement Fund, except that new hires are eligible.

## B. Salary Increase Factors and Amounts

**The Teacher Salary Range is shown in Appendix I and reflects a 2.9% increase over the previous Salary Range.**

Salary increases for returning teachers are based on the following factors:

- a. Evaluation: Not receiving an ineffective or improvement necessary rating for the school year immediately preceding the year for which the increases are being granted (increase amount of 2.9% on base salary transitions teachers to same lettered row on 2022-2023 salary schedule) and
- b. Experience: Teaching experience with the School Corporation to equal 120 days the previous school year as recognized by INPRS/the Indiana Teachers Retirement Fund (increase amount of 2.9% on base salary from advancement one level within Appendix I)
- c. The amount that would otherwise have been allocated for the salary increase of teachers rated ineffective or improvement necessary shall be equally distributed amongst teachers rated effective or highly effective as a one-time stipend and included with the next Teacher Appreciation Grant.

### **Section 4. Travel Between Buildings. (Ancillary Duty)**

- A. Teachers who are required by administration to make more than one trip between buildings during the school day will receive a travel period and be compensated for the travel.
- B. Teachers who are required by administration to travel eleven (11) miles or more one way will receive 1/2 (one-half) of compensated prep time and be compensated for the travel.
- C. Teachers who are required by administration to travel less than eleven (11) miles one way will receive 1/4 (one-fourth) of compensated prep time and be compensated for the travel.
- D. Travel claims must be submitted on a monthly basis to receive compensation.

### **Section 5. Professional Development. (Ancillary Duty)**

Certified teachers instructing a summer professional development class will be paid the curriculum writing stipend for each hour of preparation. Preparation time will be determined by the number of hours that the class is scheduled to meet. If multiple sessions are taught, preparation time will be granted for only the first session. In addition, the teacher will be compensated at the rate of \$100 for each session taught.

### **Section 6. Summer School Contract**



Summer school compensation will be computed based on a teacher's regular hourly rate, and the Superintendent has deemed that, pursuant to State Law, this paragraph is to be negotiated into the Professional Agreement.

**Section 7. Salary and Benefits Upon Employment of Retirees**

Retirees hired back after 30 days of separation would be placed at the appropriate degree and experience on the salary schedule. Retirees would be eligible for health insurance.

If a retiree is offered a temporary contract, he or she will receive his or her daily rate from the first day of employment.

**Section 8. Compensation for Attendance at Special Education and Section 504 Annual Case Reviews. (Ancillary Duty)**

All bargaining unit personnel will be compensated for attendance at special education annual case conferences and annual case reviews for Section 504 students which are held outside the teacher day. Teachers will be compensated at the rate established for curriculum writing. In the event less than one hour is spent, compensation will be for each fifteen-minute increment or portion thereof. In lieu of dollars, the teacher may request class coverage time under the same circumstances as described in Appendix II, Section 7.

**Section 9. Compensation for Homebound Instruction (Ancillary Duty)**

Compensation for homebound instruction will be computed based on a teacher's regular hourly rate.

## **Article III**

### **Benefits**

The Parties have established and utilize an insurance committee to advise the bargaining team on this Article.

#### **Section 1. Group Health and Hospitalization**

The School Corporation will make health and hospitalization insurance coverage available to teachers for the teacher or teacher and family.

The Board will contribute 95% toward the cost of a single plan.

The Board will contribute 80% toward the cost of the family plan. The Board will contribute 80% toward the cost of the employee plus spouse plan. The Board will contribute 80% toward the cost of the employee plus children plan.

The following paragraph, and resulting benefit, will not be provided to teachers hired after June 29, 2023. The Board will contribute 95% toward the cost of the family plan for two full-time teachers (at least one of whom was hired before June 30, 2023) that are married with dependents. The Board will contribute 95% toward the cost of the family plan for a full-time teacher (hired before June 30, 2023) and a full-time (8hrs/daily) support staff employee that are married with dependents. If a married couple does not have dependents, the Board will contribute 95% of a single plan for each employee.

During the contract period, the percentages listed above this section regarding the Board contribution towards health and hospitalization insurance coverage will remain the same as long as the premium increase remains at 10% or less. If the premium increase exceeds 10% new percentages would be determined based on the Board's contribution outlined above.

If the premium increases during the life of the contract, each year the Board will contribute up to an additional 10% of the current board contribution toward the cost of health insurance premiums for certified staff.

#### **Section 2. Insurance Coverage**

The Board further agrees that it will not change the group health and hospitalization, life and long-term disability insurance package without the consent of the Association.

Health and vision insurance premium revisions will be effective January 1 of each calendar year.

#### **Section 3. Long Term Disability**

The School Corporation will make a long-term disability plan available to the teachers. The School Corporation will pay the premium minus twenty-five cents (\$0.25) for each teacher's long-term disability plan.

#### **Section 4. Life Insurance Program**

The School Corporation shall make a group life insurance protection plan available to the

teachers. The School Corporation will pay the premium minus twenty-five cents (\$0.25) for each teacher's life insurance protection plan. All full-time teachers covered shall receive a policy with a face value of \$50,000. Part time teachers will receive benefits as defined under section 12.

The plan shall also include a provision under which the beneficiary or estate of a protected teacher shall be paid an amount equal to two times face value of the policy if the teacher's death was the result of an accident.

Additional life insurance for employees and spouses will be made available with premiums paid through payroll deduction.

#### **Section 5. Section 125**

A Section 125 plan will be made available to teachers. Both first and second-generation items will be included. Participating employees will pay the monthly cost for generation two.

#### **Section 6. Dental Insurance**

The Board will make a dental insurance plan available to teachers. The Board will pay the premium minus twenty-five cents (\$0.25) for each teacher on the single plan. The Board will contribute 80% toward the cost of the family plan.

#### **Section 7. Vision Insurance**

The Board will provide a vision insurance plan for all teachers and will pay the premium minus twenty-five cents (\$0.25). The Board will offer a family vision plan and pay 80% of the premium.

#### **Section 8. Effective Dates for Insurance Benefits**

All insurance benefits will be effective the first calendar day of the month following the payment of two paychecks.

#### **Section 9. Death Benefits**

Any teacher who dies while employed by the Board shall receive, payable to the teacher's estate, heirs or assigns, full retirement benefits and accumulated sick leave over 50 (fifty) days, capped at 20 days, as would be paid for retirement.

#### **Section 10. 403(b)**

The Board will provide a 100% match on employees' deferral up to a maximum of 5% of their salary (excluding ECAs).

#### **Section 11. Part-Time Benefits**

A teacher employed less than full-time shall be eligible for the following benefits:

- A. Certified Staff: Half-time or more. (3.5 hours for 185 or 92.5 full days per year)  
Leave benefits become available with the first day of employment.
  - 1. Bargaining unit employees who work half-time or more are eligible for sick leave, personal leave, and other benefits.
    - a) Employees in this category who work on a daily basis, but for a shortened time each day will receive leave benefits for the same number of units as

full-time employees in the same category receive in days. (e.g. If a bargaining unit employee in this situation works mornings only, that employee would still receive ten units of sick leave. Each day missed would use one of those units.)

- b) Bargaining unit employees who work full-length days, but who work fewer than the full 185-day amount will have leave benefits pro-rated in proportion to the number of days worked. (e.g. A person who works half of the days would receive five sick leave days instead of ten.
- 2. Health insurance is available only with underwriting approval to employees working one semester or more. If such approval is given, the School Corporation would contribute one half of the amount contributed for full-time employees.
- 3. Life insurance is provided to employees working one semester or more at one half of the face value received by full-time employees in the same category at the cost of \$0.25 per year.
- 4. Long-term disability insurance will be provided at the cost of \$0.25 per year.
- 5. Dental insurance is available with the School Corporation contributing half the amount it contributes for full-time employees.
- 6. Vision insurance is available with the School Corporation contributing half the amount it contributes for full-time employees.
- 7. Days under contract at Hamilton Southeastern may be combined for a total of 120 days for a year of experience on the salary schedule.

B. Certified Staff: Less than half-time.

- 1. No additional benefits are available.

C. Certified Staff: Temporary teacher full year.

- 1. The teacher is eligible for full health and leave benefits.
- 2. Persons on temporary contract (excluding temporary teachers paid from a grant) do not accumulate leave therefore no days will transfer if hired on a full-time basis.

D. Certified Staff: Temporary teacher for one semester but less than 120 days.

- 1. Sick and personal leave will be prorated based on what portion of the year the contract covers.
- 2. Health insurance: If a teacher is teaching full-time (all day) for the contracted period the School Corporation contribution will be the same rate as a full-time teacher but only for the period of time under contract. At the end of the contract, if the teacher chooses to continue health insurance under COBRA provisions, that teacher would have to pay the full premium plus a 2% administrative surcharge.
- 3. Life and LTD insurance are available for \$0.25 each for the period of time covered by the contract.
- 4. Dental insurance is not available to persons under contract for less than 120 days.
- 5. Vision insurance is not available to persons under contract for less than 120 days.

E. Certified Staff: Temporary teacher one grading period or 9 weeks but less than one semester.

1. Sick and personal leave will be prorated as units based on what portion of the year the contract covers.
2. There are no insurance benefits.

F. Certified Staff: Temporary teachers less than one grading period, or 9 weeks.

1. There is no temporary contract. The first 15 days will be paid at the substitute teacher rate.\*\* Beginning the 16th day, pay will be at the appropriate teacher rate based on salary schedule placement.
2. There are no leave benefits.
3. There are no insurance benefits.

\*\* If the temporary teacher is coming from another HSE position to fill a leave, the pay rate for the first 15 days will be at the same rate as that position if it pays more than regular sub pay. These temporary teachers may retain benefits of their previous positions.

### **Section 12. Background Check**

In accordance with Indiana law, all teachers not defined as a new hire must have an expanded criminal history check and expanded child protection index check every five years. The School Corporation will assume all costs associated with obtaining the expanded criminal history check and expanded child protection index check.

## **ARTICLE IV**

### **Leaves**

#### **Section 1. Sick Leave**

##### **A. Sick Days**

Teachers are granted ten (10) days at full pay for absence due to personal illness, medical appointments which could not be scheduled outside the regular school day, or illness of an immediate family member as defined in Article IV Section 12. Teachers shall be allowed to accumulate an unlimited number of sick days. To receive your full complement of sick days, you must work the first contract day of the school year. Otherwise, your allocation of sick days will be pro-rated.

##### **B. Sick Days Used for Family Illness**

A teacher shall be allowed to use up to twenty (20) accumulated days for illness in the immediate family. Additional sick days may be used with district level administration approval. For emergency child care leave see Article IV Section 7.

##### **C. Sick Day Transfer**

Teachers may transfer unused sick leave at the rate of six (6) days per year, from the last accredited school by which the teacher was under contract. This transfer shall begin with the second year the teacher is employed by the Board under a regular contract.

##### **D. Return from Military Leave**

A teacher returning from military leave will be credited with sick leave days accumulated by the teacher prior to the leave.

#### **Section 2. Annual Sick Leave Conversion**

1. New hires are those who were (i) not on contract for any part of the 2001-02 school year or (ii) who were not on leave under the professional agreement for the 2001-02 school year.
2. Each school year, a teacher who was not a new hire, as defined in this section, could elect to convert any accrued unused days over 50 as of June 30 of that school year, but capped at 20 days per year, to their 457(b) account (at \$67.50 per day).
3. Each school year, a teacher who was not a new hire, as defined in this section, could elect to convert any accrued unused days over 50 as of June 30 of that school year, but capped at 20 days per year, as compensation at \$57.00 per day paid in July.
4. Each new hire, as defined in this Section, could elect to convert any unused days over 50 as of June 30 of that school year, but capped at 20 days per year to their 457(b) account at \$60.00 per day.

5. Each new hire, as defined in this section, could elect to convert any accrued unused days over 50 as of June 30 of that school year, but capped at 20 days per year, as compensation at \$51.00 per day paid in July.
6. Upon retirement from the School Corporation, the teacher may elect to donate up to twenty-five (25) days of unused sick leave to the sick bank.

### **Section 3. Sick Leave Bank**

#### **A. General Rules and Regulations:**

1. Participation in the Sick Leave Bank program is limited to certified personnel and designated administrators who donate to the Bank in the current year and shall be for personal illness.
2. Accumulated sick days must be exhausted before days granted from the Sick Leave Bank may be used. The maximum number of days that may be borrowed, not to exceed ninety (90) per school year for all incidents, shall be figured by counting the number of days until long term disability insurance takes effect. The number of contracted days between the approval of the request and the granting of long term disability is the maximum number of days a member may borrow per incident. Requests may be made multiple times but the total number of days granted is capped at ninety (90) school days.
3. There is NO required waiting period before the application to the Sick Leave Bank may be filed.
4. The medical authorization (section B), signed by a licensed physician, verifying illness must accompany the application to the Sick Leave Bank.
5. Two (2) sick days must be contributed the first year of enrollment as a member of the Sick Leave Bank during the September contribution period.
6. Participation in the Sick Leave Bank shall be on a voluntary basis. Should a member withdraw and choose to reenter, the contribution to reenter shall be one (1) day. However, contributed days will be forfeited by the individual if the membership is canceled.
7. Any unused Sick Leave Bank days remaining in the Bank at the conclusion of the school year shall be carried over to the next school year.
8. All contributions of sick leave days will be from the employees. No days will be contributed by the Board.
9. A committee of one (1) teacher from each building will be designated each September to administer the Bank.
10. All requests for utilization of the Bank will be directed to this Committee anonymously for approval or denial.
11. The Rules and Regulations governing the Sick Leave Bank shall be available to all certified staff in the office of each building principal.
12. Upon reasonable notice, all records concerning the Sick Leave Bank shall be made available to the Sick Leave Bank Committee.
13. The HSEA President will select the Sick Bank Chairperson who shall be responsible for communicating any request anonymously to the Sick Leave Bank committee members.
14. The Sick Bank must maintain a minimum of 100 days but not exceed 200 days per hundred eligible employees, or a major fraction thereof after new members

contribute days. If the bank falls below the minimum requirements then continuing members must contribute one (1) day.

15. All records as to the number of days within the Sick Leave Bank, contributed to the Bank, and authorized use from the Bank shall be maintained by the Office of the Superintendent.
16. Two-thirds (2/3) of the members of the Sick Leave Bank Committee must agree to the request of an applicant in order for the Office of the Superintendent to award days requested.
17. If all eligible employees withdraw their Sick Bank membership, the Bank will divide the remaining days among the current Bank members.
18. Eligible employees may be granted up to ninety (90) Sick Leave Bank days per illness or incident, but in no case may an eligible employee draw more than ninety (90) Sick Leave Bank days per school year.
19. The Sick Leave Bank Committee may exercise its right to deny requested days even if a doctor's note is given.
20. No appeals exist for the Sick Bank Committee's decision.
21. Members of the Sick Leave Bank Committee shall receive training on HIPAA compliance within 30 days of ratification of this Agreement and shall re-train every 12 months. New members of the Sick Leave Bank Committee shall receive training prior to participating in Committee work.

B. Procedure to Join

1. Contributions can be made in September.
2. All contributions shall be made on the Sick Leave Bank Contribution Form.
3. The Sick Leave Bank Contribution Form shall be available to all certified staff in the Office of the Principal of each building.
4. Persons leaving the School Corporation and currently belonging to the Bank may not withdraw their unused contributed sick leave days from the Bank.
5. Upon retiring from the School Corporation, persons who currently belong to the Sick Leave Bank may withdraw the initial two (2) days which they contributed but did not personally use. Said days may be counted in the computation of the retirement benefit under the severance pay provision.
6. Upon completion of the Sick Leave Bank Contribution Form, the certified staff member shall return said form to his building committee member who shall be responsible for delivering said form to the chairperson. If any errors appear on the Sick Leave Bank Contribution Form, the contributing certified staff member shall be notified by the chairperson so that proper corrections may be made.

C. Request for use of Sick Leave Bank Days

1. All requests for Sick Leave Bank days shall be made on the Sick Leave Bank Request Form.
2. The Sick Leave Bank Request Form shall be available in the Office of the Principal of each building.
3. Upon completion of the Sick Leave Bank Request Form, it must be submitted to the building committee member. After the Sick Leave Bank Committee has ruled on the request, the disposition of the Committee shall be mailed to the requesting employee.



#### **Section 4. Family Medical Leave Act**

- A. FMLA will run concurrent with sick leave.
- B. The Board will follow procedures required to comply with the Family Medical Leave Act (FMLA).

#### **Section 5. Maternity Leave**

A teacher who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:

1. A teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and the rest of the semester following the birth of the child plus one additional semester (maximum 2 semesters of leave). Teachers giving birth in the summer months may take two (2) full semesters of leave. The teacher must notify HSE Benefits Manager at least thirty (30) days before the date on which she wishes to start her leave. She shall notify her principal of the expected length of this leave, complete a Maternity Leave Form including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. The principal will send the maternity leave form with a change of status form to the HSE Benefits Manager to be approved by the Board of School Trustees. Once approved by the Board of School Trustees, the teacher may not resume duties earlier than the approved return date unless agreed upon by the teacher and administration. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, immediately on her request and the certification of the emergency from an attending physician.
2. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged at her discretion, to her available sick days. However, the teacher is not entitled to accumulated sick leave 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.
3. Teachers on maternity leave must notify HSE Benefits Manager at least two (2) months prior to the expiration of the leave of their intention to return to work, except in cases of emergencies.

### Important Maternity Leave Information

- At least thirty (30) days before you wish to start your leave complete a Maternity Leave Form and send it to the Benefits Manager at Central Office along with a note from your doctor indicating your due date. Also, let your principal know the dates you will be on leave.
- Your last day of teaching will be the date that you designate on the Maternity Leave Form (if needed, you can go earlier). Once that form has been filed, you may not change to a later date. On the return date, you cannot come back early but if you may extend that date by notifying your principal in writing.
- Six (6) consecutive weeks following the birth (eight (8) weeks for c- section) is the period in which you may use sick days. You may use up to thirty (30) sick days (forty (40) sick days for a c-section) as long as it falls within the time frame. It is exactly six (6) consecutive weeks – school breaks do not extend it.
- Before you deliver, if unable to teach due to a temporary disability due to pregnancy, you may elect to use any of your available sick days.
- Sick days from the sick leave bank are not used for pregnancy or care of the new baby. You may apply to the Sick Leave Bank (if participating) if complications occur and you are out of sick days.

You can continue your insurance, under FMLA, at employee rate for up to twelve (12) weeks during any rolling twelve (12) month period. Further continuation of benefits is determined by the number of total days worked during the year before the leave started. After that, you may continue under COBRA (significantly higher cost) for eighteen (18) months.

- If enrolled in the short-term disability plan, you will need to complete a claim form for processing (available from Benefits Manager).
- To receive your full complement of sick days, you must work the first contract day of the school year. Otherwise, your allocation of sick and personal days will be pro-rated. You cannot work the first contract day if it falls within the six (6) weeks (eight (8) for C-section) that you are considered medically disabled.
- If you have questions or need clarification, please contact the benefits manager in the Human Resources Department at the Administration Building.

### **Section 6. New Dependent Leave**

A teacher may elect to use up to thirty (30) sick days within a year of a child's birth or foster or adoptive placement with the teacher. The thirty (30) day maximum applies regardless of the number of births or placements in a given year. New dependent leave cannot be used in conjunction with maternity leave. New dependent leave runs concurrently with FMLA and applicable FMLA regulations will apply.

### **Section 7. Emergency Child Care Leave**

A teacher may apply for an unpaid leave of absence for up to a year to care for a child.

Administration will attempt to place a teacher returning from a leave to the position held before the leave, a substantially equivalent position, or a preferred open position.

Administration may need to place the teacher in a position in the best interest of the district. Teachers returning from a full year, or second semester leave must inform the administration of their intent to return by May 1. Failure to do so could result in loss of position. Teachers returning from a leave before the end of the school year must inform the administration of their intent to return, two (2) months prior to the end of the leave. Failure to do so could result in loss of position. Emergency situations will be handled on a case-by-case basis.

### **Section 8. Emergency Spousal Leave**

A teacher may apply once for an unpaid leave of absence for up to a year to care for a spouse.

Administration will attempt to place a teacher returning from a leave to the position held before the leave, a substantially equivalent position, or a preferred open position.

Administration may need to place the teacher in a position in the best interest of the district. Teachers returning from a full year, or second semester leave must inform the administration of their intent to return by May 1. Failure to do so could result in loss of position. Teachers returning from a leave before the end of the school year must inform the administration of their intent to return, two (2) months prior to the end of the leave. Failure to do so could result in loss of position. Emergency situations will be handled on a case-by-case basis.

### **Section 9. Emergency Child Care/Spousal Care Leave Sick Day Donation**

A teacher may donate one sick day per year to another teacher, who has exhausted all his/her sick days, to be used toward an approved paid emergency child care/spousal care leave. A maximum of twenty-five (25) days can be donated and used for an emergency child care/spousal care leave per year. All emergency child care/spousal care leave and donations and leaves must be approved by district level administration.

### **Section 10. Emergency Parent Leave**

A teacher may apply for an unpaid leave of absence for up to a year to care for a parent.

Administration will attempt to place a teacher returning from a leave to the position held before the leave, a substantially equivalent position, or a preferred open position.

Administration may need to place the teacher in a position in the best interest of the district. Teachers returning from a full year, or second semester leave must inform the

administration of their intent to return by May 1. Failure to do so could result in loss of position. Teachers returning from a leave before the end of the school year must inform the administration of their intent to return, two (2) months prior to the end of the leave. Failure to do so could result in loss of position. Emergency situations will be handled on a case-by-case basis.

#### **Section 11. Workers' Compensation**

Days missed due to injuries which would qualify for coverage by workers' compensation insurance will not be charged against sick leave accumulation. The Board shall pay to such employee the difference between his/her salary and benefits received under the Indiana Workers Compensation Act for the duration of such absence.

#### **Section 12. Bereavement Leave**

In case of death within a teacher's immediate family, a teacher shall be granted up to five (5) school days of absence. These days may be taken up to one month following date of death. The immediate family means spouse, children, unborn children, grandchildren, parents, grandparents, brothers, sisters, and each similar relationship established by marriage, guardian children, adoptive children or a blood relative residing in the same household as the absent teacher. A teacher may request to the HSE Benefits Manager for bereavement leave for the teacher's fiancée and anyone who prior to death was living in a teacher's household. A teacher shall be allowed to use one (1) day of sick leave to attend the funeral of an aunt, uncle, niece, or nephew, or cousin and each similar relationship established by marriage. A teacher may take one (1) day of sick leave to perform an active role in a funeral service (e.g. pallbearer, organist, singer, eulogist etc.) A teacher may request the use of sick days for travel. Bereavement leave request for military services will be granted on a case by case basis.

If arrangements for the viewing/funeral of a HSE employee or student falls within the school day, every attempt will be made to release staff members that request to attend.

#### **Section 13. Child Care Leave**

Immediately after a maternity, new dependent, or adoptive leave, an unpaid leave, up to two (2) semesters, may be granted for care of the teacher's child. The teacher must request a child care leave, in writing, to the HSE Benefits Manager before the end of the current leave. The child care leave is limited to one (1) leave per ten (10) years. Emergency situations will be addressed on a case-by-case basis.

Administration will attempt to place a teacher returning from a leave to the position held before the leave, a substantially equivalent position, or a preferred open position. Administration may need to place the teacher in a position in the best interest of the district. Teachers returning from a full year, or second semester leave must inform the administration of their intent to return by May 1. Failure to do so could result in loss of position. Teachers returning from a leave before the end of the school year must inform the administration of their intent to return, two (2) months prior to the end of the leave. Failure to do so could result in loss of position. Emergency situations will be handled on a case by case basis.

#### **Section 14. Personal Leave**

Four (4) personal leave school days shall be granted during the contractual year without loss of pay to any teacher for the transaction of personal business. At the end of the contract year, if a teacher has at least one (1) unused personal day then the teacher may elect to have one (1) personal day applied to the next school year, not to exceed five (5) personal days. Any additional unused personal days shall transfer and be added to the accumulated sick days. You must work the first contract day of the school year. Otherwise, your allocation of personal days will be pro-rated.

A request must be made via the substitute management system 48 hours in advance. Emergency situations will be considered on a case-by-case basis.

#### **Personal days before and after scheduled school breaks.**

Surrounding Fall Break, Winter Break and Spring Break a maximum of two (2) teachers per hundred members, or a major fraction thereof, in the bargaining unit will be granted use of personal days. On all other holidays, including the beginning of school (all “teacher-only” days are included, except the last teacher day) a maximum of three (3) teachers per hundred members, or a major fraction thereof, in the bargaining unit will be granted use of personal days.

#### **Approval will be made on a first come, first served basis via email to the HSE Benefits Manager.**

Application may be made no sooner than the **third Monday in May** of the preceding school year. The approved requests may be for either before and/or after the break. Exceptions may be made in cases of extreme emergencies.

#### **Section 15. Professional Leave**

When a teacher is granted permission by the Board for the purpose of attending and/or participating in professional meetings relating to education, workshops presented by colleges, universities or governmental agencies concerned with public school matters, or visitation to other school corporations or educational institutions for the purpose of observing instructional techniques or other instructional oriented programs, such leave shall be without loss of pay.

#### **Section 16. Jury Duty Leave**

A teacher may request a leave to serve on jury duty and will provide notice to the Superintendent as soon as possible. The teacher will receive the regular pay for such leave days but will remit any jury duty pay to the School Corporation. However, if mileage and parking fees are paid by the Court the teacher will keep such payment.

#### **Section 17. Subpoena Leave**

If a teacher is subpoenaed to testify in a proceeding in which the Board and School Corporation are not involved, the teacher will be granted one day for subpoena leave. If more than one day is required personal days may be used to receive pay if personal days are available. If personal days have been exhausted, sick days may be used to receive pay if sick days are available.

### **Section 18. Religious Leave**

- A. A maximum of two (2) teachers per hundred members, or a major fraction thereof, in the bargaining unit will be granted leave for religious observances. One (1) sick days may be taken for a religious observance. A maximum of two (2) non-consecutive sick days per year may be used.
- B. Approval will be made on a first come, first serve basis.

### **Section 19. Military Leave**

Military leave for up to four (4) years shall be granted to any teacher who is inducted into the Armed Forces of the United States under the Military Selective Service Act for training and service. Military leave may be extended for one (1) year. The fifth year of service must be at the request and for the convenience of the Federal Government. Military leave is without pay. A teacher who has satisfactorily completed training and service as provided by shall have ninety (90) days to apply for reemployment following discharge from the service or release from hospitalization resulting from the service and continuing after discharge for up to one (1) year. A teacher returning from military leave will be credited with up to four (4) steps on the salary scale that the teacher would have earned had the teacher been actively employed during the leave. A teacher returning from military leave will be credited with sick leave days accumulated by the teacher prior to the leave.

Administration will attempt to place a teacher returning from a leave to the position held before the leave, a substantially equivalent position, or a preferred open position. Administration may need to place the teacher in a position in the best interest of the district. Teachers returning from a full year, or second semester leave must inform the administration of their intent to return by May 1. Failure to do so could result in loss of position. Teachers returning from a leave before the end of the school year must inform the administration of their intent to return, two (2) months prior to the end of the leave. Failure to do so could result in loss of position. Emergency situations will be handled on a case-by-case basis.

### **Section 20. State/National Office Leave**

A teacher elected to a state or national office shall be entitled to a leave of absence to perform the duties of the office. No more than one (1) teacher may be on such a leave at a time. The leave notice is to be submitted by the last day of the school year preceding the school year in which the leave is to be taken. The teacher will be treated the same as a teacher is treated when returning from any other unpaid leave except those specifically covered by federal and state law. This is a paid leave, and the School Corporation is reimbursed by ISTA.

### **Section 21. Association President Leave**

The local association president will receive leave for fifty percent (50%) of each school day to conduct association business and carry out the duties of the president. The local association president will receive leave for 100% of each school day to conduct association business, work with administration, and carry out the duties of the president for the duration of the grant. Each year of the grant the association and administration will meet to evaluate and determine the release time.

If the association president has not been rated ineffective or needs improvement, the president will be eligible for any increases afforded to other teachers.

#### **Section 22. Local Association Officer Leave**

The HSEA president may designate an officer that will be granted leave for one period daily or one period every other day if that teacher works at a building on a block schedule to conduct association business. This leave provision will only apply to a teacher with a secondary teaching assignment.

#### **Section 23. Association Leave**

The Association President or his/her designee(s) shall be granted fifteen (15) days for Association business without loss of compensation. Sub cost will be paid by the School Corporation. A request should be made two days prior to the leave, if possible.

#### **Section 24. Sabbatical Leave**

An unpaid leave, up to two semesters in length, may be granted for a sabbatical for up to one (1) teacher per two hundred bargaining unit members, or a major fraction thereof, each school year. Sabbatical leave may be taken following written request, for improvement of professional skills through advanced study, work experience, teacher exchange programs, or approved educational travel. After taking a sabbatical, the teacher shall return for a length of time equal to that of the sabbatical leave. (Indiana Code 20-28-10-3).

To qualify, the teacher must have taught at Hamilton Southeastern Schools the full school year prior to taking the leave and have a minimum of five (5) years teaching experience at Hamilton Southeastern Schools to qualify. A request must be made in writing to the Director of Human Resources by May 1 for a sabbatical beginning 1<sup>st</sup> semester or December 1 for a sabbatical beginning 2<sup>nd</sup> semester. Teachers should submit a request in a timely manner to allow the position to be filled with a qualified candidate. Sabbatical leave applicants must conclude their leave at the end of a semester.

Sabbatical leave will only be granted once every ten (10) years.

Administration will attempt to place a teacher returning from a leave to the position held before the leave, a substantially equivalent position, or a preferred open position. Administration may need to place the teacher in a position in the best interest of the district. Teachers returning from a full year, or second semester leave must inform the administration of their intent to return by May 1. Failure to do so could result in loss of position. Teachers returning from a leave before the end of the school year must inform the administration of their intent to return, two (2) months prior to the end of the leave. Failure to do so could result in loss of position. Emergency situations will be handled on a case-by-case basis.

#### **Section 29. Summer School Absences**

A teacher contracted to work 50% or more of the total summer school session on a supplemental contract will be allowed to be absent due to personal illness, family illness, or bereavement, as defined in this article. A teacher working 50% or more but, less than 100% of the total summer school session will receive paid leave on a prorated basis, based on the percentage of total summer school session worked, rounded to the nearest half day up to one (1) summer school day without loss of pay. This paid leave will not count against a

teacher's accumulated sick leave, and if not used, will be added to the teacher's accumulated leave. A teacher may be absent two (2) additional days, without loss of compensation, due to personal illness, and any such absence shall be counted against the teacher's accumulated sick leave.



## **Article V**

### **Retirement**

#### **Section 1. Teacher Experience Level**

For retirement, a full year of teaching experience and/or its equivalency will be as defined by INPRS/the Indiana Teachers Retirement Fund.

#### **Section 2. Teacher Retirement Fund**

The Board will make payments directly to the Teacher Retirement Fund by reducing the teacher's gross contract amount by 3%. Should the State allow or require member contributions greater than 3%, the Board would make the larger payment in the same manner.

#### **Section 3. 401(a)/457(b) Plan**

- A. Vesting in 401(a)/457(b) Plan:  
401(a)/457(b) Plan accounts would be vested at the earlier of completion of 10 years in the School Corporation or the combination of age plus public-school teaching years equal to 80.
- B. All monies from 401(a) /457(b) accounts of teachers that leave the School Corporation prior to becoming vested will be placed into a school district forfeiture account.
- C. Monies available in the school district 401(a) forfeiture account will be equally distributed among active 401(a) participants by August 1st.

#### **Section 4. Matching 403 (b)**

The Board will provide a 100% match on employees' deferral up to a maximum of 5% of their contract salary (excluding ECAs).

#### **Section 5. 457(b) Plan**

- A. The School Corporation will provide a 457(b) plan for employee salary deferrals over the 403 (b) plan maximum. This account is immediately vested.
- B. The School Corporation will also provide a 457(b) plan for sick day conversion. This account would be vested at the earlier of completion of 10 years in the School Corporation or the combination of age plus public-school teaching years equal to 80.

#### **Section 6. VEBA Account**

- A. The School Corporation agrees to establish a VEBA (voluntary employees' beneficiary association) trust account.
- B. Teachers hired prior to the 2001-2002 who retire with 15 years in the School Corporation or age and all public-school teaching years equal to 80, will be entitled to \$850 per year until Medicare eligible, but in no event for more than six years. These amounts will be transferred from the School Corporation unallocated VEBA account into individual VEBA accounts.
- C. New hires mean those who were (i) not on contract for any part of the 2001-02 school year or (ii) who were not on leave under the professional agreement for the 2001-02 school year.

- D. Once a teacher retires with 15 years at the School Corporation or age and all public-school teaching years equal to 80, they will be entitled to use funds from the VEBA Health Insurance Retirement Account to pay health care expenses.
- E. In the past, the Board contributed 1.50% of the gross salary to the VEBA Health Insurance Retirement Account, but for the term of this agreement, contributions to the VEBA account will be suspended.

#### **Section 7. Sick Leave Conversion**

- A. New hires are those who were (i) not on contract for any part of the 2001-02 school year or (ii) who were not on leave under the professional agreement for the 2001-02 school year.
- B. Each school year, a teacher who was not a new hire, as defined in this section, could elect to convert any accrued unused days over 50 as of June 30 of that school year, but capped at 20 days per year, to their 457(b) account at \$67.50 per day.
- C. Each school year, a teacher who was not a new hire, as defined in this section, could elect to convert any accrued unused days over 50 as of June 30 of that school year, but capped at 20 days per year, as compensation at \$57.00 per day paid in July.
- D. Each new hire, as defined in this Section, could elect to convert any unused days over 50 as of June 30 of that school year, but capped at 20 days per year to their 457(b) account at \$60.00 per day.
- E. Each new hire, as defined in this section, could elect to convert any accrued unused days over 50 as of June 30 of that school year, but capped at 20 days per year, as compensation at \$51.00 per day paid in July.
- F. Upon retirement from the School Corporation, the teacher may elect to donate up to twenty-five (25) days of unused sick leave to the Sick Bank.

#### **Section 8. Health Care Center**

- A. Retired teachers, their spouse, and their dependents may use health care center services until Medicare eligible but limited to no more than 6 (six) years.
- B. Teacher must have met the INPRS/Indiana Teachers Retirement Fund retirement qualification and have retired with 15(fifteen) years of service in the School Corporation.

## ARTICLE VI

### Professional Grievance Procedure

#### **Section 1. Definitions** As used in this Article IX:

1. "Grievance" is hereby defined as a claim against, or a dispute with the Board by a teacher or teachers involving the interpretation or application of the express terms of this Agreement. A grievance shall not include a claim or dispute involving the termination or non-renewal of any teacher.
2. "Association representative" means the teacher designated by the Association to act as its representative.
3. "Aggrieved teacher" means a teacher who has a grievance.
4. "Principal" means the principal of the school to which the aggrieved teacher is assigned.
5. "Immediate supervisor" means a "supervisor" as the term is defined under Public Law 217, to whom the aggrieved teacher is directly responsible.

#### **Section 2. Procedure**

In the event a teacher believes there is a basis for a grievance, such teacher shall institute the following steps:

##### **Step I**

The aggrieved teacher shall, within ten (10) school days from the date that the grievance is discovered, or reasonably should have been known to the aggrieved teacher, present the grievance to the building principal during non-teaching hours. The building principal shall orally answer the grievance within five (5) school days after it is presented by the aggrieved teacher.

##### **Step II**

Within seven (7) school days after receiving the building principal's oral response or, if the principal has not given an oral response, within the allotted time, the aggrieved teacher may submit a written grievance to his principal or immediate supervisor. Such grievance shall be set forth on a form mutually agreeable to the Board and Association which is incorporated in the Agreement as Appendix III. The principal or immediate supervisor shall provide a written disposition of the grievance within seven (7) school days.

##### **Step III**

Within seven (7) school days after receiving the written decision from the principal or immediate supervisor under Step II, or if the principal or immediate supervisor has made no disposition of the case within the allotted time, the aggrieved teacher may appeal the decision to the Superintendent. Such appeal must be made in writing and refer the original written grievance submitted. If such appeal is mailed, it shall be deemed submitted to the Superintendent on the date of the postmark.

Within seven (7) school days from the date of receipt, the Superintendent shall meet with the aggrieved teacher the Association representative and/or the Association President or designate; and the principal and/or immediate supervisor. Within seven (7) school days of the Step III meeting, the Superintendent shall deliver to the Association a written disposition of the grievance.

#### **Step IV**

If the grievance is not satisfactorily resolved in Step III, or if the Superintendent fails to answer the grievance as required, the Association may within twelve (12) school days request a hearing before the Board regarding the unresolved grievance. The Board shall fully consider the grievance at a regular or special meeting following the Association's request and will render a written decision regarding the grievance within twelve (12) school days from the date of such meeting.

#### **Section 3**

Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits in this Article (IX) shall be strictly observed unless extended by written agreement of the parties.

If a grievance is pending at the close of the regular school year, then any time limits occurring after the last day of classes shall be changed from school days to calendar days and an additional three (3) calendar days will be added to the time limits.

#### **Section 4**

The President of the Association, or the President's designated representative, shall be permitted to visit the building or buildings involved in a grievance to investigate the grievance and to confer with the aggrieved teacher. Such visits shall be conducted outside regular school hours, and the President or the designee shall give notice to the building principal before commencing such a visit. The teacher shall be entitled to be represented by an Association representative in all steps of the grievance procedure. Such representative shall have the right to make comments and express views in any step of the procedure.

If the subject matter of a grievance involves teachers from more than one building, the Association may submit a grievance pursuant to Step III provided that building principals will be given copies of the grievance and allowed to attend any grievance meetings.

## Article VII

### Attestation, Effective Date, & Term of Agreement

- A. The undersigned attest to the following:
1. A public hearing was held in compliance with Indiana Code 20-29-6-1(b) on September 9, 2022, and electronic participation from the parties and public was not permitted; and
  2. A public meeting in compliance with Indiana Code 20-29-6-19 was held on September 15, 2022, to discuss the tentative agreement and electronic participation from the governing body and public was not permitted
- B. Term of Contract - The term of this Contract shall be for twelve (12) months from July 1, 2022 through June 30, 2023.
- C. Contract Date - This Contract is made and entered into at Fishers, Indiana, on this 29<sup>th</sup> day of September, 2022, by and between the Board of School Trustees of the Hamilton Southeastern Schools, County of Hamilton, State of Indiana, party of the first part, and the Hamilton Southeastern Education Association, party of the second part.
- D. Contract Signatures - This Contract is attested to by the parties whose signatures appear below.

For the Association:

  
President

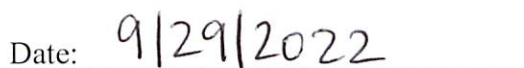
For the Board:

  
President

  
Bargaining Chairperson

  
Secretary

Date: 

Date: 

## Appendix I

### Certified Salary Range

**2022-2023**

Salary Range \$44,074 to \$87,530

Raise Percentage 2.9%

All rows on the salary range are computed by an equal percentage factor of 2.9%

Degree used for initial placement	Level	Salary
BA	A	\$ 44,074
BA/BA+9	B	\$ 45,353
BA/BA+9	C	\$ 46,668
BA/BA+9	D	\$ 48,022
BA/BA+9	E	\$ 49,414
BA/BA+9/M/B+36	F	\$ 50,846
BA/BA+9/M/B+36/M15/B51	G	\$ 52,322
BA/BA+9/M/B+36/M15/B51	H	\$ 53,839
BA/BA+9/M/B+36/M15/B51	I	\$ 55,400
BA/BA+9/M/B+36/M15/B51	J	\$ 57,006
BA/BA+9/M/B+36/M15/B51	K	\$ 58,660
BA/BA+9/M/B+36/M15/B51	L	\$ 60,361
BA/BA+9/M/B+36/M15/B51	M	\$ 62,112
BA/BA+9/M/B+36/M15/B51	N	\$ 63,913
BA/BA+9/M/B+36/M15/B51	O	\$ 65,766
BA/BA+9/M/B+36/M15/B51	P	\$ 67,673
BA/BA+9/M/B+36/M15/B51	Q	\$ 69,636
BA/BA+9/M/B+36/M15/B51	R	\$ 71,656
BA/BA+9/M/B+36/M15/B51	S	\$ 73,734 Max B
M/B+36/M15/B51	T	\$ 75,872
M/B+36/M15/B51	U	\$ 78,072
M/B+36/M15/B51	V	\$ 80,336
M/B+36/M15/B51	W	\$ 82,666
M/B+36/M15/B51	X	\$ 85,063
M/B+36/M15/B51	Y	\$ 87,530

\*Refer to Article II, sections 2 and 3 for salary language

## Appendix II

1=\$390.00

The ECA stipend is for time outside the contracted school day

- The number of positions is included for informational purposes only and was not bargained.
- The Parties have created and utilize an ECA committee to maintain this Appendix.
- If teachers choose, they may split a stipend. This is included for informational purposes only and was not bargained.
- A teacher contracted at the beginning of the school year for an ECA will receive his or her first ECA installment beginning with the September 15<sup>th</sup> paycheck.

Category	Multiplier	The number of positions is included for informational purposes only and was not bargained
<b>I. Academics</b>		
<b>Business-A</b>		
1. DECA Team Sponsor	4	add an additional sponsor with every 60 students
2. Fan Stand	12	up to 12 paid out of Fan Stand proceeds
<b>General-B</b>		
1. High School Academic Team Sponsor	11	
2. High School Academic Team Consultant	2	up to 4
3. Junior High Academic Team Sponsor	7	
<b>Humanities-C</b>		
1. High School Debate Team	3	up to 1 sponsor per school
2. High School Ethics Bowl	2	
3. High School Head Mock Trial	4	
4. High School Asst. Mock Trial	2	add assistant with 15 competitions or more
5. High School Model UN Sponsor	4	add 2nd sponsor with 45 students or more
6. High School Head Speech Team	8	minimum of 4 competitions
7. High School Asst. Speech Team	7	minimum of 4 competitions, add 3rd sponsor with 90 students with principal approval
8. Jr. High Speech Team	5	minimum of 4 competitions, add 2 <sup>nd</sup> sponsor over 30 students
9. High School "We the People" Sponsor	5	
10. High School "We the People" Assistant Sponsor	2	
11. Jr. High "We the People" Sponsor	3	
<b>Media-D</b>		
1. High School Literary Magazine	3	
2. High School Mass Media	5	
3. High School Newspaper	12	
4. High School Sports Network	12	up to 2 sponsors per school

5. High School Yearbook	12	
6. Jr. High School Video Media Broadcasting	8	
7. Jr. High School Yearbook	6	
<b>STEAM-E</b>		
1. Club Med High School HOSA	2	
2. Destination Imagination Coordinator	7.25	up to 4 coordinators for district
3. Destination Imagination Elementary Coordinator	2	up to 9 coordinators for district
4. High School Math Team	8	minimum of 4 competitions, up to 2 sponsors per school
5. Jr. High Math Team	7	up to 1 sponsor per school
6. High School Robotics Team Sponsor	5	
7. High School Assistant Robotics Team Sponsor	4	added with over 30 students
8. High School Science Olympiad Sponsor	4	up to 2 sponsors per school
9. Intermediate Math, Science, and Spell Bowl	3	
10. Elementary Math, Science, and Spell Bowl	3	
11. Elementary, Intermediate, & JH Robotics	3	
<b>II. Athletics</b>		
<b>Baseball-F</b>		
1. High School Head Coach	16	
2. High School Assistant Coach	10	
3. JV Baseball	10	
4. JV Assistant Baseball	6	
5. Freshman Baseball	10	
6. Freshman Assistant Baseball	4	
<b>Basketball-G</b>		
1. High School Head Coach	28	
2. High School Assistant Coach	14	
3. JV Basketball	14	
4. Freshman Coach – Boys & Girls	11	
5. Grade 8 Coach	10	
6. Grade 8 Assistant Coach	6	if under contract for 13-14/grandfathered at 9
7. Grade 7 Coach	10	
8. Grade 7 Assistant Coach	6	if under contract for 13-14/grandfathered at 9
9. Grade 6 Coach	5	Grade 6 coaches hired prior to the 08-09 school year are grandfathered at 9
10. Grade 6 Assistant Coach	3	
<b>Cheer-H</b>		
1. High School Competition Squad Coach	7	
2. High School Varsity Coach	7	per season (2 seasons)
3. High School Reserve Coach	6	per season (2 seasons)
4. High School Girls Coach	7	per season (1 season)
5. Freshmen Coach	5	per season (2 seasons)
6. 7 <sup>th</sup> /8 <sup>th</sup> cheer coach (per season)	5	football, boys basketball, girls basketball



7. 7 <sup>th</sup> /8 <sup>th</sup> asst. cheer coach (per season)	3	football, boys basketball, girls basketball
<b>Cross Country-I</b>		
1. High School Head Coach	15	
2. High School Assistant Coach	8	
3. Jr. High School Head Coach	9	
4. Jr. High School Assistant	6	
<b>Football-J</b>		
1. High School Head Coach	28	
2. High School Assistant Coach	14	
3. Freshman Coach	11	
4. Grade 8 Coach	10	
5. Grade 8 Assistant	6	if under contract for 13-14/grandfathered at 9
6. Grade 7 Coach	10	
7. Grade 7 Assistant	6	if under contract for 13-14/grandfathered at 9
<b>Golf-K</b>		
1. High School Head Coach	14	if under contract for 16-17/grandfathered at 15
2. High School Assistant	8	
3. Jr. High School Coach	7	
<b>Lacrosse-L</b>		
1. High School Varsity Head Coach	15	
2. High School Varsity Assistant	9	
3. High School JV Head Coach	9	
4. High School JV Assistant	6	
<b>Soccer-M</b>		
1. High School Head Coach	15	
2. High School Assistant Coach	9	
3. JV Soccer	9	
4. Freshman Soccer	9	
5. Freshman Assistant Coach	4	
<b>Softball-N</b>		
1. High School Head Coach	16	
2. High School Assistant Coach	10	
3. Freshman Coach	10	
4. JV Softball Coach	10	
5. JV Assistant Softball Coach	6	
6. Freshman Assistant Coach	4	
<b>Swimming-O</b>		
1. High School Head Coach	18	
2. High School Assistant Coach	10	
3. High School Assistant Dive Coach	10	
<b>Tennis-P</b>		
1. High School Head Coach	14	if under contract for 16-17/grandfathered at 15
2. High School Assistant	8	
3. Jr. High School Coach	8	
4. Jr. High Assistant	6	

<b>Track-Q</b>		
1. High School Head Coach	15	
2. High School Assistant Coach	10	
4. Jr. High School Coach	8	
5. Jr. High Assistant Coach	6	
6. Elementary Track Coordinator	1	1 coordinator per site-up to 4 district wide
7. Elementary Track Coach	2	per building
8. Intermediate Track	3	
<b>Volleyball-R</b>		
1. High School Head Coach	16	
2. High School Assistant Coach	10	
3. JV Volleyball	10	
4. Freshman Coach	10	
5. Grade 8 Coach	10	
6. Grade 7 Coach	10	
<b>Wrestling-S</b>		
1. High School Head Coach	17	
2. High School Assistant Coach	10	
3. JV Coach	10	
4. JV Assistant Coach	5	
5. Jr. High Head Coach	10	
6. Jr. High Assistant Coach	6	
<b>Event Coordinator-SS</b>	7	1 per season, per high school (3 seasons)
<b>Intramurals-T</b>	3	per season
<b>Unified Sports-TT</b>		
1. High School Unified Track Coach	8	
2. High School Assistant Unified Track Coach	6	
3. High School Unified Flag Football Coach	8	
4. High School Assistant Unified Flag Football Coach	6	
5. High School Unified Bocce	2	
6. High School Unified Bowling	2	
<b>III. Fine Arts</b>		
<b>Band-U</b>		
1. High School Instrumental Music	10	
2. High School Jazz Band	4	
3. High School Marching Band	11	
4. High School Pep Band	3	
5. High School Percussion Director - Fall	6	
6. High School Percussion Director - Winter	7	
7. Jr. High School Instrumental	10	
8. Jr. High School Jazz Band	3	
9. Jr. High School Pep Band	2	
<b>Choir-V</b>		
1. High School Choir	10	

2. High School Competition Choir Director	9	
3. High School Competition Choir Asst. Director	7	
4. Jr. High School Choir	8	
5. Intermediate School Choir	5	
6. Elementary Choir or Ensemble	4	if rehearsal is outside of the student day or teacher prep time is reduced
<b>Dance-W</b>		
1. High School Dance Team Coach	7	
2. High School Assistant dance team Coach	4	
3. Jr. High Dance Team Coach	3	
<b>Guard Sponsor-X</b>		
1. High School Fall Color Guard Director	6	
2. High School Winter Guard Director	7	
3. Jr. High Winter Guard	4	
<b>Orchestra-Y</b>		
1. High School Orchestra	10	
1a. High School Orchestra Assistant	5	up to 2 positions per school
2. Junior High Orchestra	8	
3. Intermediate Orchestra	2	
<b>Play or Musical Performance-Z</b>		
1. High School Head Play or Musical Director	10	for each approved production
2. High School Instrumental Assistant	7	for each approved production
3. High School Vocal Assistant (Musical)	7	for each approved production
4. High School Staging/Direction (Musical)	7	for each approved production
5. High School Technical Assistant (Musical)	7	for each approved production
6. High School Student Made Film	4	up to 1 sponsor per school
7. High School Play Assistant Directors	7	for each approved production-maximum 2
8. Junior High School Directors	5	for each approved production-maximum 2
9. Intermediate School Directors	4	for each approved production
10. Elementary Production	2	for each approved production
<b>District Art Show-ZZ</b>		
1. District Art Show	1	Per participating art teacher displaying student artwork
<b>IV. Staff Leadership</b>		
<b>Coordinator-AA</b>		
1. High School Aquatics Coordinator	7	
2. High School Auditorium Director	10	
3. 7 <sup>th</sup> Grade Camp Coordinator	7	

4. Commencement coordinator	6	
5. Elementary Counselor Coordinator	3	
5a. Intermediate Counselor Coordinator	3	
5b. Jr. High Counselor Coordinator	3	
6. Jr. High Fundraising Coordinator	2	up to 2 paid out of fundraiser proceeds
7. High Ability Building-Level Coordinator	3	
8. Teacher Librarian Coordinator	3	
9. Multi-Tiered System of Supports Coordinator	3	
10. School Alternate P.E. Credit Coordinator	1	1 up to 100 students with an additional 1 for each 100 students rounded to the closest 100. Only one person per building will receive this stipend
11. School Psychologists' Coordinator	3	
12. Speech and Hearing Coordinator	3	
13. Suicide Prevention Coordinator	3	
14. Equity Coaches	3	
15. IB Coordinator	9	
16. IB CAS Coordinator	2	
17. IB Extended Essay Coordinator	2	
99. Social Emotional Learning Building Coordinator	3	Positions expire June 30, 2023
<b>Department Chair-AB</b>		
High School - dept. chair included in count		
1. One to three teachers	5	
2. Four to eight teachers	6	
3. Nine to twelve teachers	7	
4. Thirteen to eighteen teachers	8	
5. Nineteen or more teachers	9	
Junior High - dept. chair included in count		
6. One to three teachers	4	
7. Four to six teachers	5	
8. Seven to nine teachers	6	
9. Ten or more teachers	7	
<b>V. Student Leadership</b>		
<b>Class Sponsor-AC</b>		
1. Senior Class	3	three sponsors
2. Junior Class	3	three sponsors
3. Sophomore Class	1	two sponsors
4. Freshman Class	1	two sponsors
5. 8 <sup>th</sup> Grade Class	1	
6. 7 <sup>th</sup> Grade Class	1	
<b>Freshman Orientation-AD</b>		

1. Freshman Orientation/school advisement coordinators	\$1,200.00	2 per high school-teachers who participate less than 4 1/2 days will be prorated accordingly
2. Freshman Orientation/school advisement teacher facilitators	\$700.00	up to 11 per high school-teachers who participate less than 4 1/2 days will be prorated accordingly
<b>National Honors Society-AE</b>		
1. High School National Honor Society	5	up to 2 sponsors per school
2. Jr. High National Honor Society	2	add an additional sponsor with over 100 students
<b>Student Council-AF</b>		
1. High School Student Council	6	up to 3 sponsors per school
2. Junior High Student Council	5	up to 2 sponsors per school
3. Intermediate School Student Council	4	per person, up to 2 sponsors per school
4. Elementary Student Council	2	per person, up to 1 sponsor per school
<b>VI. Other</b>		
<b>Additional Duty-AG</b>		
1. Teaching a zero-prep semester	19%	*based on actual placement on the salary range
<b>Curriculum and Instruction-AH</b>		
1. In-Service Stipend or Curriculum Writing/Remediation Stipend	\$30/hr	In-service/detention monitoring/Study Table/Interpreting/test proctoring
<b>General-AI</b>		
1. Clubs	1	A club must meet a minimum of eight times. Clubs will be selected by the building principal based on an application stating the educational merits. Club approval is subject to available funds allocated to the building. An attendance report must be kept and submitted to the principal at the conclusion of the club. Although a minimum of fifteen (15) members is recommended, exceptions may be made by the building principal based on the nature of the activity or building need.
2. Half Club Sponsor	0.5	
3. Moving Expenses-Building to Building	\$200	If a teacher is transferred involuntarily from one building to another or transfers to a new facility, that teacher will receive \$200 the

		second time such transfer moves him or her.
4. Moving Expenses-Classroom after the start of school	\$100	If a principal request a teacher to move to another classroom after the school year begins, that teacher will receive \$100.
5. High School Second Agriculture Teacher	15	
6. All others	1	

7. Class Coverage	
Secondary	<ol style="list-style-type: none"> <li>1. When an administrator requires a teacher to cover a class of a colleague during an entire class period or to remain with his or her class during a preparation period, the teacher shall be credited with the class period or the nearest half hour period of time, whichever is applicable.</li> <li>2. Each accumulation of six periods or six hours of class cover shall be converted to one day. If a teacher has less than six covers, but a major portion thereof, at the end of the school year, such class cover shall convert to one day. A teacher who has earned one or more days from class cover may elect to transfer the day or days earned to accumulated sick leave, or to receive compensation in the amount of twenty dollars (\$20.00) for each full hour earned. Teachers may elect to receive a combination of days and compensation. Hours/Periods in excess of six do not have to be in increments of three to receive compensation. This election is to be made fifteen (15) days prior to the teacher's receipt of the last paycheck of the school year. Class cover does not apply if a teacher's schedule is altered due to the teacher's involvement in, or attendance at, events such as, but not limited to, convocations, school programs or class trips. Teachers providing class coverage on a block schedule will receive 2 non-block periods of class coverage.</li> </ol>
Preschool/Elementary/Intermediate	<ol style="list-style-type: none"> <li>1. When an administrator requires a teacher to cover a class of a colleague, as detailed below, or to remain with his or her class during a preparation period, the teacher shall be credited with units. Units are defined as: <ul style="list-style-type: none"> <li>0-24 minutes                      2 units</li> <li>25-39 minutes                    3 units</li> <li>40-54 minutes                    4 units</li> <li>55-60 minutes                    5 units</li> </ul> </li> </ol>

	<p>2. <b>Preschool, Elementary, and Intermediate Teachers:</b> When students are distributed among classrooms or a teacher is assigned by administration to cover a class for at least a half day, the teacher will receive three (3) units per half day or six (6) units for a full day. If the entire class is given to a teacher to supervise, units received will be doubled.</p> <p>3. <b>Related Arts Teachers:</b> When students are distributed among related arts teachers by administration the teacher will receive three (3) units per half day or six (6) units for a full day. If an entire class is given to a teacher to supervise, the related arts teacher will receive two (2) units for each doubled class.</p> <p>4. For each accumulation of three units, the teacher may elect to receive compensation in the amount of twenty dollars (\$20.00) or eighteen units shall be converted to one day that would be added to the teacher's accumulated sick leave. If a teacher has less than 18 units, but a major portion thereof, at the end of the school year, such class cover shall convert to one day. Teachers may elect to receive a combination of days and compensation. This election is to be made fifteen (15) days prior to the teacher's receipt of the last paycheck of the school year. Class cover does not apply if a teacher's schedule is altered due to the teacher's involvement in, or attendance at, events such as, but not limited to, convocations, school programs or class trips.</p>
8. Dance Marathon	8

**Appendix II A  
Extended Contracts\***

**As to this Appendix, anything beyond wages was not bargained and is for information purposes only in compliance with Indiana Code Section 20-29-6-4.5.**

**Extended contracts will be paid at the teachers daily wage unless otherwise specified.**

High School Agriculture	28 days (FFA may supplement days up to a total of 58)
High School Band	20 days *(75 hours of pay for summer school was converted to days)
High School Counselors	20 days
High School Internship Coordinator	10 days
High School Art	6 days
High School Industrial Technology/Woods	6 days
High School Teacher Librarian	6 days
High School Engineering/Technology	3 days
High School Science Department	6 hours x 12 teachers x \$15/hour (\$1080 for end of the year inventory)
Additional High School Art Teacher	30 hours x \$15/hour (\$450 for end of the year inventory)
Junior High Guidance Director	20 days
Junior High School Counselors	20 days
Junior High Industrial Technology	6 days
Junior High School Teacher Librarian	6 days
Intermediate School Counselors	10 days
Intermediate School Teacher Librarian	3 days
Elementary Counselors	5 days
Elementary Teacher Librarian	3 days

\*As long as circumstances remain the same, days assigned to extended contracts will remain the same



## Appendix III

### Step I

The grievance is presented orally to the principal. No form is needed (see p.28 of the agreement)

### Grievance Form-Step II

_____	_____	_____
Teacher submitting grievance	Building	Date submitted to Principal Or principal's Supervisor

Cite the specific portion of the contract allegedly misinterpreted or misapplied which led to this grievance.

_____	Date of alleged misinterpretation or misapplication
_____	Date grievance was presented orally to the principal (Step I)
_____	Date of principal's oral response (Step I)

Describe the situation giving rise to the initiation of this grievance:

Describe the remedy sought:

\_\_\_\_\_  
Signature

**Step II (continued)**

1. This written grievance (Step II) should be submitted in duplicate to the teacher's principal or the principal's supervisor. It is the responsibility of the teacher to provide copies of these materials to the Association.
2. The principal's (or supervisor's) response should be dated, attached to one copy of the grievance, and returned to the teacher. A copy of the response shall also be provided to the Association.

### Grievance Form-Step III

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Teacher submitting appeal

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Date submitted to the Superintendent

Describe why the response at Step II is Unsatisfactory:

Proposed remedy (if different than that submitted at Step II).

---

Signature

1. Attach this to the paperwork generated at Step II and submit in duplicate to the Superintendent.
2. The Superintendent's response will be dated, attached to one copy of the grievance, and returned to the teacher. A copy of the response will also be provided to the Association.
3. If the Superintendent's response is not satisfactory and the matter is taken to the Board, the teacher should include a copy of the total packet plus any additional suggestions to be considered in resolution of the grievance. Those matters should be addressed in the letter/memo requesting consideration by the Board.
4. The Board will provide the Association with a written response after such consideration.

## Appendix IV

### **Section 1. Sick Leave Bank Authorization Form.**

The Hamilton Southeastern Sick Leave Bank committee hereby authorizes Hamilton Southeastern Schools to add \_\_\_\_\_ sick leave days to the exhausted sick leave account of \_\_\_\_\_ who is a certified staff member in Hamilton Southeastern Schools. Such authorization of additional days assures continued salary compensation at the level presented enjoyed by this employee for the number of days stipulated above. The Sick Leave Bank committee authorizes that these additional days be available starting \_\_\_\_\_.

SICK LEAVE BANK COMMITTEE:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 2. Sick Leave Bank Contribution Form.**

1. NAME \_\_\_\_\_ STAFF ID NUMBER \_\_\_\_\_

2. SCHOOL \_\_\_\_\_

Check one: \_\_\_\_\_ New Member of Sick Leave Bank (2 sick days)

\_\_\_\_\_ Retirement Contribution to Sick Bank (up to 25 sick days)

I understand that by affixing my signature below I state that I have read and agree to abide by the Rules and Regulations contained in the Sick Leave Bank, and I authorize the deduction of the specified sick leave days from my personal accumulation of sick leave days in this School Corporation. I further understand that these days will be placed in the Sick Leave Bank. It is understood that, if any of the above information is believed to be incorrect by the Office of the Superintendent, the contributing teacher shall be notified by the Superintendent's Office so that the proper corrections may be made.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

=====FOR OFFICE USE=====

Number of days contributed to the Sick Leave Bank \_\_\_\_\_

Total remaining sick leave days \_\_\_\_\_

Hamilton Southeastern Schools  
Sick Leave Bank Request Form

Section A

Applicant: Please complete Section A. Please print legibly or type.

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

Name: \_\_\_\_\_ Employee Number: \_\_\_\_\_

School/Department: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Home Mailing Address: \_\_\_\_\_  
Street City Zip

Have you submitted a **Request for Leave** to your principal/supervisor? ☐ YES ☐ NO

Describe your illness, accident, or injury: \_\_\_\_\_

Dates you are requesting to be paid from the Bank: From \_\_\_\_\_ through \_\_\_\_\_

1. The Sick Leave Bank is designed to ease the financial impact of members with a serious illness, accident, or injury that causes absence from work for an extended period of time. Serious illness is defined as being *hospitalized, homebound under psychiatric care, temporarily totally physically disabled, and/or not able to perform the majority of essential daily living activities*. **Do any of these apply to your medical condition?**  
☐ YES ☐ NO
2. Is the injury and work missed due to an automobile accident covered under an automobile insurance policy? ☐ YES ☐ NO
3. After the employee has used all accrued sick leave, and upon approval of the request by the Sick Leave Bank Committee, withdrawal of days may occur. **Have you used all your sick leave?** ☐ YES ☐ NO
4. When a member is notified of eligibility for benefits under a disability plan and applies for the same within twenty (20) work days, Sick Leave Bank shall continue until such benefits begin, subject to the maximum of ninety (90) days per school year. If the employee does not apply for disability benefits, Sick Leave Bank benefits shall ease as of the twenty-first (21<sup>st</sup>) day.  
**Have you applied for disability benefits at this time?** ☐ YES ☐ NO

5. The Sick Leave Bank Committee reserves the right to make independent decisions on behalf of a member based on the validity of the claim.
6. In acknowledgement of HIPPA regulations, I hereby agree to authorize my physician to release information related to my illness, accident, or injury to the Hamilton Southeastern Schools' Sick Leave Bank Committee, inclusive of the Office of Retirement Services staff.

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Signature of Employee

Please submit forms to:

HSE Sick Leave Bank Chairperson

## Hamilton Southeastern Schools Sick Leave Bank Request Form for Physicians

**Section B: PHYSICIAN:** The Hamilton Southeastern Schools Employee identified on the attached pages has requested sick leave from the district's Sick Leave Bank. Please respond to the following items concerning the individual's illness, accident, or injury so that we may process his or her request. A failure to fully answer any section below will result in a delay in the processing of this request for Sick Leave Bank days. (please print or type).

**Patient Name:** \_\_\_\_\_ **Patient D.O.B.** \_\_\_\_\_

## PHYSICIAN INFORMATION

Physician's Name: \_\_\_\_\_ Specialty: \_\_\_\_\_

Business Address: \_\_\_\_\_

Street	City	State	Zip
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Phone Number: \_\_\_\_\_ License Number \_\_\_\_\_

**INFORMATION REGARDING ILLNESS, ACCIDENT, OR INJURY (TO BE COMPLETED BY PHYSICIAN)**

Please indicate the primary diagnosis, prescribed medication, frequency of treatment, restrictions and/or patient's limitations because of the illness/injury:

---

**Please indicate the dates of:**

Onset of condition: \_\_\_\_\_

Initial treatment for this condition: \_\_\_\_\_

Surgery: \_\_\_\_\_

Hospitalized from \_\_\_\_\_ to \_\_\_\_\_



**INFORMATION REGARDING CONDITION (TO BE COMPLETED BY PHYSICIAN)**

- |   |  |
|---|--|
| <input type="checkbox"/> Homebound under psychiatric care             | <input type="checkbox"/> Temporarily totally physically disabled |
| <input type="checkbox"/> Extended quarantine for an illness           | <input type="checkbox"/> Totally physically disabled             |
| <input type="checkbox"/> Medical Complications (please explain) _____ |  |

**Please explain the patient's current restrictions that would prevent him or her from returning to work:**

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**When will this patient be medically able to return to work?** \_\_\_\_\_

**If the return-to-work date is undetermined, when is the next scheduled office visit?** \_\_\_\_\_

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Physician

The information above may be subject to review by another physician designated by Hamilton Southeastern Schools.