CONTRACT

BETWEEN

THE BLUFFTON-HARRISON

TEACHERS' ASSOCIATION

AND

THE BOARD OF SCHOOL TRUSTEES

OF

BLUFFTON-HARRISON M.S.D.

2011-2012

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PREAMBLE

Teachers, administrators, and members of the Board of School Trustees of the Bluffton-Harrison Metropolitan School District have the common goal of providing the best possible education for the children and youth of the school district. Effective communication among classroom teachers, administrators, and members of the Board is essential to achieving this goal.

The Board and the Association recognize that it is in the best interest of both parties that all dealings between them continue to be characterized by mutual responsibility and respect. The welfare of children is paramount in the operation of schools and will be promoted by both parties.

AGREEMENT

This AGREEMENT, by and between the Board of School Trustees of the Bluffton- Harrison Metropolitan School District, hereinafter called the "Board," and the Bluffton-Harrison Teachers Association, hereinafter called the "Association," is an agreement with respect to wages, hours, and other terms and conditions of employment of teachers in the Bluffton-Harrison Metropolitan School District.

ARTICLE I

RECOGNITION

The Board recognizes that teaching is a profession. The Board recognizes the Association as the sole and exclusive bargaining representative of all personnel that are in the bargaining unit described as follows:

> "All certified employees under written contract in the Bluffton-Harrison Metropolitan School District except for the Superintendent, Assistant Superintendent (Administrative Assistant), Principals, Assistant Principals (Administrative Assistants), Special Education Director, High School Athletic Director, Middle School Athletic Director, Reading Coordinator, Social Worker(s), Area 18 Vocational Director, Director of Guidance, Boys' Varsity Basketball Coach, Girls' Varsity Basketball Coach, Varsity Football Coach, Varsity Baseball Coach, and Varsity Softball Coach."

With respect to the obligations contained in this Contract to negotiate with the Association matters with respect to wages, hours, and other terms and conditions of employment, it is understood that nothing contained herein shall be construed to deny or restrict to any teacher or to the Board rights they may have under Indiana Code or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.

1.1 Exclusive Representative

The Board hereby recognizes the Bluffton-Harrison Teachers Association as the exclusive representative of teachers in the school corporation.

1.2 Definitions

A. The term, "teacher," when used in this Contract, shall refer to "all certified employees under written contract in the Bluffton-Harrison Metropolitan School District except for the Superintendent, Assistant Superintendent (Administrative Assistant), Principals, Assistant Principals (Administrative Assistants), Special Education Director, High School Athletic Director, Middle School Athletic Director, Reading Coordinator, social worker(s), and Area 18 Vocational Director, Director of Guidance, Boys' Varsity Basketball Coach, Girls' Varsity Basketball Coach, Varsity Football Coach, Varsity Baseball Coach, and Varsity Softball Coach."

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

C. The term "school corporation," when used in this Contract, shall refer to the Bluffton-Harrison Metropolitan School District of the County of Wells of the State of Indiana.

D. The term, "Regular Teacher's Contract," shall refer to the official form used for the employment of teachers as prescribed by the Indiana Department of Education.

E. "Seniority" is defined as length of continuous service to Bluffton-Harrison MSD as a certified employee. Seniority is not interrupted by approved leaves of absence.

ARTICLE II

BOARD'S RIGHTS

2.1 Responsibility and Authority

Except as otherwise provided in this agreement, the Board shall have the responsibility and authority to manage and direct, on behalf of the public, the operations and activities of the school corporation to the full extent authorized by law. Such responsibility shall include but not be limited to the right of the Board to:

A. Direct the work of its employees.

B. Establish policy.

C. Hire, promote, demote, transfer, assign and retain employees.

D. Suspend or discharge its employees in accordance with applicable law.

E. Maintain the efficiency of school operations.

F. Relieve its employees from duties because of lack of work or other legitimate reasons.

G. Take actions necessary to carry out the mission of the public schools as prescribed by law.

ARTICLE III

TEACHERS' RIGHTS

3.1 Association Participation

Teachers shall have the right to form, join or assist employee organizations, to participate in collective bargaining with the Board through representatives of their own choosing and to engage in other activities, individually or in concert for the purpose of establishing, maintaining, or improving salaries, wages, hours, salary and wage-related fringe benefits and other terms and conditions of employment.

3.2 Use of Facilities

The Association and its representatives shall have the right to use school buildings without charge at all reasonable hours for meetings provided that they have approval of the building principal.

3.3 Use of Display Space

The Association shall be provided with an existing bulletin board in each building for its exclusive use in the faculty lounge or other areas frequented by teachers.

3.4 Intra-School Mail

The Association shall be permitted to use the existing facilities of the intra-school mail system and the use of electronic mail within and among buildings subject to any and all limitations imposed by Board Policy and/or the service provider.

3.5 Personnel Files

Teachers, during active employment, shall have access to their personnel files in the presence of a central office administrator and shall be permitted to make copies of the contents, except for those documents protected by privacy legislation. A reasonable charge for copies may be assessed by the corporation.

3.6 Contents/Response

Any complaint or criticism against a teacher by an administrator, parent, student, or other person, which will be placed in a teacher's personnel file, shall be shared with the teacher prior to placement in the file. The teacher shall have an opportunity to respond to the complaint or criticism in writing. A copy of said response shall also be placed in the teacher's personnel file. Any complaints and related responses which have been in the file for (5) years shall be purged upon teacher request without Board review but subject to review by the Superintendent. Teacher may appeal the decision of the Superintendent to the Board within 30 days of being notified in writing by Superintendent of such decision.

ARTICLE IV

TEACHING CONDITIONS

4.1 High School Assignments

Full-time teachers in the grades 9-12 building shall be assigned one (1) period of at least 55 minutes uninterrupted conference/preparation time per regular student school day. Part-time teachers shall be assigned conference/ preparation time proportionate to their full-time equivalency. Exception to this practice must be mutually agreed upon by the teacher and the building principal at a meeting where the Association president or building representative may be present.

4.2 Middle School Assignments

Full-time teachers in the grades 5-8 building shall be assigned one (1) period of at least 45 minutes uninterrupted conference/ preparation time per regular student school day. Part-time teachers shall be assigned conference/ preparation time proportionate to their full time equivalency. Conference/preparation time will be assigned within the time parameters contained in the definition of a regular student day as contained in this contract. Exception to the practice must be mutually agreed upon by the teacher and the building principal at a meeting where the Association president or building representative may be present.

4.3 Elementary Assignments

Full-time teachers in the grades K-4 building shall be assigned 45 minutes of conference/ preparation time per regular student school day. Part-time teachers shall be assigned conference/preparation time proportionate to their full time equivalency. Conference/ preparation time will be assigned within the time parameters contained in the definition of a regular teaching day as contained in this Contract. Exception to this practice must be mutually agreed upon by the teacher and the building principal at a meeting where the Association president or building representative may be present.

4.4 Reference Library

A teacher professional reference library shall be established within each school building of the school district. It is also understood that materials contained in the school media center are available for teachers' use.

ARTICLE V

LEAVES

5.0 Definition

Any leave days described in this Article shall be granted in proportion to the full time equivalency of the teacher.

5.10(A) General Leave

A teacher shall be granted a total of twelve (12) days each year for the following purposes:

1. Personal illness of the teacher.

2. Illness, or quarantine of a member of the teacher's immediate family.
   Immediate family shall mean current spouse, child, parent or any person with whom the teacher lived for a substantial period as a child as if such person were the teacher's parent, parent of current spouse, sibling, son-in-law or daughter-in-law of the teacher, grandparent, grandchild, any person domiciled and residing in the teacher's home as a member of the teacher's family.

3. Medical or dental appointments for the teacher or a member of the immediate family. It shall further be defined that this provision may be used for the purpose of taking members of the immediate family to or from a health care facility for activities relating to illness, or the birth of a child.

4. Transaction of personal business.

5.10(B) Use of General Leave Days shall be subject to the following restrictions:

1. When the leave is taken for any of the reasons set forth in items 2, 3, 4 above and can be anticipated, the teacher shall submit to the building principal a written statement stating the date(s) requested.

2. If the leave is taken on a regular contract day immediately before or after a school vacation, the teacher must provide a statement documenting the valid need for such leave.

3. A teacher who is absent for more than four (4) consecutive school days in any school year may be required to produce a medical statement after the fourth (4th) day of absence at the discretion of the Superintendent.

4. A teacher who is absent for more than nine (9) school days which have been documented for reasons numbered 1, 2, or 3 under 5.10(A) in any school year will, on the tenth day, be allowed to use days from his/ her accumulated sick days reason 1 under 5.10(A). The documentation will be recorded on the General Leave Accounting Form.

5. In the event that all General Leave days are exhausted in a school year, the teacher will be allowed to use days from his/ her accumulated sick days for reason number 1 under 5.10(A). Family Medical Leave Act will be honored as directed by statute.

6. General Leave days shall be charged in full or half-day units.

7. At the end of a school year, up to two (2) unused days will be converted to two (2) personal days for retirement purposes and will accumulate up to the greater of (1) twice the current amount OR (2) 15 additional days and the remaining unused days will accumulate as sick leave up to a total of one hundred eighty (180) days.

Situations may arise that may require special consideration. In such cases, the teacher may submit a written request to the Superintendent explaining the special circumstance. The Superintendent may approve of modifications in the General Leave days. The determination by the Superintendent is final and is not subject to any grievance procedure.

5.11 Transfer of Sick Leave

If a teacher accumulated one (1) or more sick days in another school corporation prior to employment by the Bluffton-Harrison Metropolitan School District, they shall be added to his/her sick days up to three (3) days each year until the accumulation from the previous employment is exhausted. This provision applies only to that corporation which employed the teacher immediately prior to employment by the Bluffton-Harrison Metropolitan School District.

If a teacher's contract is non-renewed or terminated with the Bluffton-Harrison Metropolitan School District for the express purpose of reducing staff, all remaining accumulated sick leave from the previous school corporation will be credited to the teacher's accumulated sick leave on the last working day of the final contract.

5.12 Reporting Requirement

A reasonable effort shall be made to provide written accounting of accumulated sick leave days with each paycheck.

5.13 Sick Leave Bank

The purpose of the Sick Leave Bank is to relieve its members from undue financial burden due to absence from work on a long-term basis due to illness, injury or incapacitation of sufficient severity to make their presence at school medically inadvisable.

5.14 Sick Leave Bank Administration

The Sick Leave Bank shall be administered by a committee of five (5), two of which shall be appointed by the president of the Association, two by the Superintendent, and one by mutual agreement of the Association and the Superintendent.

1. Each committee person shall be appointed for a two (2) year period and may be re-appointed to succeed himself/herself; however, in the first year, one Association appointment and one Superintendent's appointment shall be for only one year.

2. The Superintendent shall promptly schedule a meeting of the committee when a request for use of the bank is received. Special meetings may be called at the request of any committee member.

3. At the first meeting each year, the entire membership of the committee shall select one member to act as chairperson for the duration of the year. Any official action of the committee shall require a majority vote for approval. The presence of four (4) members shall constitute a quorum.

4. Vacancies on the committee shall be filled as soon as possible by the appropriate appointing official.

5. The Superintendent shall prepare an annual report summarizing activities of the Sick Leave Bank.

6. Requests for use of the Bank and requests to donate days shall be made on official forms developed mutually by the Association, the Board, and members of the committee.

5.141 Criteria for Use of the Bank

The committee shall use only the following criteria when considering requests for use of the Bank:

1. All current and previously accumulated sick leave days and accumulated personal leave days must have been exhausted by the individual.

2. Days granted shall begin the second school day after exhaustion of all individual sick leave and personal leave.

3. The applicant must be a current participant in the Bank.

4. If, as a result of a pregnancy and/or birth, a medical problem occurs for an employee, she may be eligible to apply to the sick leave bank.

5. If requested by the committee, the applicant must submit a certified review of his/her medical history and a prognosis by the attending physician indicating the anticipated date of return to work.

6. Illness must be of a serious nature, to be determined by the committee from the statement by the attending physician.

7. The maximum number of days which may be recommended by the committee is forty-five (45) and must be used before the last scheduled teacher's work day in the school year. A teacher may apply for an additional fifteen (15) days subject to the aforementioned conditions in this section.

5.142 Eligibility for Use of the Bank

1. Any teacher is eligible to participate in the Bank.

2. Any teacher who is receiving any public funds or benefits derived from public funds as partial or full compensation for the illness or disability causing the absence shall not be eligible for Sick Leave Bank credit.

5.143 Composition of the Bank

1. The number of days contributed shall continue to accumulate until a total of three hundred (300) days are credited to the Sick Leave Bank. The total accumulation may exceed three hundred (300) when the excess is the result of contributions by newly hired personnel.

2. On or about October 1 each year, the Association shall distribute a form on which donations to the Bank up to a maximum of three (3) days can be made by each teacher.

3. The minimum donation of one (1) day is required for participation in the Bank.

4. Sick leave days donated to the Bank by a teacher are considered permanent contributions to the Bank and the teacher's decision to donate is irrevocable.

5. Any participating teacher who is granted sick leave days from the Bank and who does not return to active employment when health permits shall repay the school corporation in cash for the Sick Leave Bank days borrowed in an amount equal to that paid his/her substitute for the days borrowed from the Bank. The committee may make exceptions to this provision.

6. Teachers borrowing from the Sick Leave Bank must repay the Bank at least one (1) day each year until the borrowed days are fully repaid. This is in addition to the day(s) contributed for membership in the Bank.

7. If the number of days in the Bank falls below fifty (50) and if approved by the Board, the committee may request additional days from the teachers.

5.144 Miscellaneous Provisions

1. The use of days accumulated in the Sick Leave Bank is subject to availability but days granted to teachers who qualify shall never be less than the number of days which they have contributed.

2. The committee shall take action on all requests for use of the Sick Leave Bank and submit a recommendation to the Superintendent.

3. If the Superintendent does not feel that the provisions of the Contract have been satisfied, he/she shall schedule a meeting to discuss the matter with the committee.

4. Ultimately, if the Superintendent determines that the committee recommendation does not meet the requirements of the contract, he/she may reject the recommendation.

5. If the teacher believes that the Superintendent's final decision does not meet the provisions of the contract, he/she may elect to use the Grievance Procedure described in ARTICLE IX.

6. Applications for use of the Sick Leave Bank may be made by the teacher's representative in cases where the teacher is unable.

7. The total number of days contributed by any individual shall not be a determining factor in granting use of the Bank.
8. If on October 1 of any school year, three hundred (300) days have accumulated in the Sick Leave Bank, the provision requiring a contribution of one (1) day by participating members may be waived for members who had participated in the immediate preceding year; however, a teacher who is not a member of the Sick Leave Bank will be permitted to contribute to become eligible for participation.

5.15 Family Medical Leave

Where indicated in Article V, a number of leaves allowed under this contract also qualify as leaves entitled to protection under the Family and Medical Leave Act (FMLA). All eligible teachers will be entitled to the maximum leave allowed, when necessary, under the provisions of either the specific leave section listed above and/or this family leave section.

An unpaid leave of absence for up to twelve (12) weeks in duration may be granted to eligible teachers for certain family or medical reasons. A teacher who has been employed for at least twelve (12) months (need not be consecutive) before the leave request and who has worked at least 1,250 hours during the previous year is eligible for a leave of absence pursuant to this section.

A. Qualifying Events

1. A family or medical leave will be granted should the need arise for any of the following qualifying reasons:
   a. Birth of the teacher's child, or the placement of a child for adoption or foster care, and first-year care of the child.
   b. To care for the teacher's spouse, child, or parent who has a serious health condition.
   c. For a serious health condition that causes the teacher to be unable to perform his/her job.
2. Leaves may begin before the birth of a child if a medical condition exists that makes the teacher unable to perform the job, or prior to the placement of a child for adoption or foster care if circumstances require absence from work for the placement to proceed. A teacher's entitlement to leave for the birth or placement of a child expires at the end of the twelve (12) month period beginning on the date of the birth or placement

B. Notice Requirement

If the leave is foreseeable, thirty (30) days written notice is required. Failure to provide thirty (30) days notice for a foreseeable leave may cause the leave to be denied until thirty (30) days after the teacher first gave the required notice of the foreseeable leave. If the need for the leave is not foreseeable, the teacher must give notice to the office of the Superintendent as soon as possible.

C. Certification Requirement

Any teacher's request for leave due to a serious health condition or due to the serious health condition of a qualifying family member must be supported by a timely certification issued by a health care provider. The teacher must provide the requested

medical certification within fifteen (15) calendar days after the request was made. If the Superintendent has reason to doubt the validity of medical certification, the employee may be required to obtain a second opinion at school corporation expense. Should any variance between the two medical certifications exist, a third opinion, at school corporation expense, may be requested. This opinion shall be final and binding. Failure to submit the required medical certification may result in the denial of the leave or denial of basis. Medical certification shall be submitted on forms provided by the school corporation.

D. Request Procedure

Requests for leaves of absence and extensions must be submitted in writing and on the prescribed form supplied by the office of the Superintendent unless impossible due to an emergency.

E. Leave Substitution

Teachers will substitute accrued vacation, personal leave, sick leave, or other qualifying leave for all or part of any otherwise unpaid FMLA. This qualifying paid leave will be counted as part of the teachers twelve (12) weeks of FMLA leave entitlement. However, the use of paid leave by the teacher under circumstances which do not qualify as family medical leave cannot be counted against the twelve (12) weeks of FMLA leave to which the teacher is entitled.

F. Maintenance of Group Insurance

During the FMLA, eligible teachers will maintain coverage under the teacher's group health plan (including life insurance) at the same level and under the same conditions for which coverage would have been provided if the teacher had continued in active employment continuously for the duration of such leave. Teachers who contribute to such a group health plan must continue to make such contributions during the period of their leave in order to maintain coverage. The employer may recover the premium paid for maintaining a teacher's health plan coverage during any period of unpaid leave if the teacher fails to return to work for a reason other the continuation, recurrence, or onset of
a serious health condition that would entitle the teacher to leave, or other circumstances beyond the teacher's control.

G. Restoration to Position and Benefits

Eligible teachers returning from family or medical leave with twelve (12) weeks will be returned to the position that they held when they went on leave, or they may be placed in equivalent positions with equivalent benefits, pay and other terms and conditions of employment.

H. Return to Work

Teachers returning from any form of leave of absence must be able to assume all of the essential functions of their jobs upon return. As a condition to restoring a teacher whose leave was based on the teacher's own serious health condition, such teacher must

provide certification from the teacher's health care provider stating that the teacher is able to resume work.

I. Failure to Return from Leave

A teacher granted a leave of absence pursuant to this provision who fails to return to work upon expiration of the leave granted shall be classified as "voluntarily terminated."

J. Intermittent or Reduced Schedule Leave

1. During the first twelve (12) weeks of leave for a serious health condition (either a teacher's own or that of a qualifying member), intermittent or reduced schedule leave may be taken when medically necessary. Teachers seeking intermittent or reduced schedule leave must provide medical certification issued by a health care provider. Teachers who have requested foreseeable intermittent or reduced schedule leave due to planned medical treatment may be transferred temporarily to an available alternative position at the discretion of the Superintendent if the alternative position better accommodates recurring periods of leave than the teacher's regular position, provided the teacher is qualified for the alternative position and the position has equivalent pay and benefits. Certified staff are required to take leave in half (.5) day increments.

2. Teachers requesting FMLA leave near the end of an academic term will be subject to special rules of the FMLA.

K. Leave Entitlement Period

The twelve (12) month period in which the twelve (12) weeks of family leave entitlement occurs will consist of the twelve (12) month period measured forward from the date the particular teacher's FMLA leave begins.

L. Status Reports

During the leave, a teacher may be required to provide periodic reports on his/her status and intent to return to work following leave. Requested information must be provided within fifteen (15) days of the request.

M. Jointly Employed Spouses

A total of twelve (12) weeks of FMLA leave will be granted to each jointly employed spouse regarding birth or adoption of a child or to care for a sick parent. If the FMLA leave request is for personal illness, each spouse will be entitled to twelve (12) weeks of FMLA leave.

5.2 Bereavement Leave

In case of death in the immediate family, a teacher shall be permitted to be absent without loss of compensation for a period of up to seven (7) consecutive working days for the purpose of attending last burial rites and attending to other personal matters of the immediate family member, as defined in Section 5.10 above.

The teacher shall be permitted up to three (3) consecutive days for a brother-in-law or sister-in-law.

The teacher shall determine if those days begin the day of death or the day immediately following the death, as may fit the individual teacher's circumstances. Multiple deaths resulting from the same cause within the immediate family shall be treated as a single death of paid leave.

Situations may arise that may require special consideration. In such cases the teacher may submit a written request to the Superintendent explaining the special circumstance. The Superintendent may approve of modifications in the bereavement leave and/or grant additional days. The determination by the Superintendent is final and is not subject to any grievance procedure.

A teacher shall be permitted to be absent from work without loss of compensation for one (1) school day to attend the funeral of any other member of the family. The teacher may use three (3) general leave days if needed in addition to the bereavement leave.

5.3 Professional Leave

When it is evident that convention or conference attendance will contribute to the effectiveness of the instructional program, the Board may grant convention or conference leaves. Fair consideration will be given to any reasonable request for convention or conference attendance.

In the event school is canceled on a scheduled conference day due to inclement weather, any teacher or teachers scheduled to attend such conference shall individually or collectively choose whether or not to attend such scheduled conference.

5.4 Maternity Leave

Any teacher who is pregnant is entitled to a leave of absence without pay any time between the commencement of her pregnancy and one (1) year following the birth of the child.

5.41 Active Employment During Pregnancy

A teacher who is pregnant may continue in active employment as late into pregnancy as she desires if she is able to fulfill the requirements of her position.

5.42 Maternity Leave Notification Requirements

The teacher shall notify the Superintendent in writing at least thirty (30) calendar days before the date on which she desires to begin her leave. The notification shall contain the date the leave is to begin, the expected length of the leave, and a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable *{see FMLA 5.15)A), (B), (E)}*.

5.43 Medical Emergency

In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as provided in this Article, immediately upon her request and certification of the emergency from an attending physician.

5.44 Temporary Disability

Temporary disability caused by pregnancy may be charged, at the teacher's discretion, to her available sick leave accumulation. The Board may request a physician's statement certifying that she is temporarily disabled due to the pregnancy.

5.45 Employment Rights During Pregnancy

Maternity leave may be taken without jeopardy to re-employment, retirement, salary benefits, or tenure rights.

5.46 Maximum Length of Maternity Leave

The maximum length of a maternity leave shall be one (1) year following the birth of the child. An extension may be granted by the Board if requested and if circumstances warrant.

5.5 Adoptive Leave

A teacher shall be granted an adoptive leave, without pay or teaching experience credit, upon submitting a written request to the Superintendent and after approval by the Board. The leave may begin at any time during the first year after receiving the child or prior to receiving the child if legally required to fulfill the requirements of the adoption agency. The adoptive leave is limited to the remainder of the school year in which it is granted, but may be extended for one additional school year if the teacher submits a written request to the Superintendent prior to May 1 of the school year and if the Board approves the request.

To qualify, the teacher shall promptly notify the Superintendent, in writing, that the adoption agency grants approval for the adoption. As soon as is reasonably possible, the teacher should notify the Superintendent, in writing, of the date that the adoption leave is to commence. Adoptive leave may be taken without jeopardy of re-employment, retirement and salary benefits, or tenure rights.

5.6 Court Leave

Court leave without loss of compensation shall be granted to teachers for the time required for appearance(s) in any legal proceeding resulting from activities relating to the teacher's employment with the Bluffton-Harrison Metropolitan School District except in cases involving Senate Enrolled Act 575 and any amendments which may be added thereto, and also except in cases where the teacher is the plaintiff in the law suit.

5.7 Jury Duty Leave

When requested, a teacher may serve on jury duty. The Board shall pay the teacher his/her full salary provided that such teacher agrees to return to the Board any stipend received for participation on the jury.

5.8 Sabbatical Leave

A. The sabbatical leave article is designed to provide an opportunity for those teachers who have been employed for ten (10) or more years in the school corporation to engage in a professionally-related experience.

B. Applications shall be filed with the office of the superintendent by March 1 for leave beginning the following September. For leave beginning the second semester, applications shall be filed by November 1. Applicants requesting sabbatical leave commencing in September shall be notified by April 1 as to the status of their application. Applicants requesting leave commencing the second semester shall be notified by December 1 as to the status of their application. Applicants for sabbatical leave shall include with their application forms an outlined plan for the sabbatical leave.

C. A teacher on sabbatical leave shall be considered to be in the employ of the Bluffton-Harrison Metropolitan School District and shall have a contract but receive no salary. A full insurance package as set forth in this contract shall be provided teachers on sabbatical leave.

D. Applications for sabbatical leave shall be reviewed by a committee composed of six members, three appointed by the superintendent and three by the Association. A split vote of the committee shall be resolved by a vote of the Board of School Trustees. The committee shall consider the following criteria:

1. Applicant's length of service in the corporation.
2. Merit of the applicant's proposed program.

E. Any teacher receiving a sabbatical leave shall agree to return to the school corporation for at least one year following the leave.

5.9 Association Business Leave

A maximum of twelve (12) days each school year may be used to conduct Association business. Any one teacher may be granted a maximum of three (3) days for Association business leave. Said days may be taken in half-day increments. To initiate the use of Association business leave day(s), the President of the Association shall give the superintendent and the building principal, so affected, written notification listing the teacher(s) participating and the date(s) of participation. Any expenses incurred shall be the responsibility of the Association. A statement itemizing the cost to the corporation (including the compensation of substitute teachers) shall be submitted to the Association prior to the beginning of the following school year. The Association shall remit the amount to the Board treasurer in a timely fashion.

If an administrator requests a teacher to be absent for purposes defined in this section, said absence shall not be charged against Association business leave nor reimbursement required.

ARTICLE VI

TEACHING HOURS

6.1 Regular Teaching Day

The regular teaching day shall consist of a period of up to seven (7) hours and forty-five (45) minutes to be determined by the administration for the purpose of meeting the needs of students in each building. Exceptions should be avoided and must have prior approval from the building principal.

6.2 Staff Meetings

Teachers shall be in attendance of staff/committee meetings unless excused by the administrator calling the meeting. Effort will be made to notify teachers at least twenty-four (24) hours in advance of the meetings, and an effort will be made to limit the length of the meeting. In addition, effort will be made for staff meetings to be incorporated into collaboration time.

6.3 Duty-Free Period

Thirty (30) minutes of duty-free time shall be provided each full-time teacher between 10:00 a.m. and 2:00 p.m. each regular teaching day. When a teacher needs to leave the building during this duty- free time, he/she should notify his/her building principal. Part-time teachers shall also receive thirty minutes of unpaid duty-free time when the lunch period divides their teaching assignment.

ARTICLE VII

NEGOTIATION PROCEDURE

7.1 Representation

The Board and the Association each shall be represented by persons of their respective choices. In any negotiations described in this Contract, neither party shall have control over the selection of the negotiation representatives of the other party. The parties mutually pledge that representatives selected by each will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to ultimate ratification by members of the Association and the Board, respectively.

7.2 Meetings

Meetings may be called by written request of either the Association or the Board.

Written requests will be made between the President of the Association and the Superintendent.

When a written request has been made by either party, a mutually established date, time, and place shall be set.

The date shall not be less than three (3) days nor more than twenty (20) days from the date of request unless mutually determined by both parties.

7.3 Assistance

Nothing contained in this Contract shall prohibit either party from consulting and/or employing professional and/or lay representatives to consider matters under discussion and to make suggestions.

7.4 Agreement

When agreement is reached, it shall be reduced to writing and, when ratified by the Association and the Board, shall be signed by the Board of School Trustees, President of the Teachers Association, and a majority of the members of their respective negotiations teams.

ARTICLE VIII

IMPASSE PROCEDURE

8.1 Impasse Procedure

All impasse procedures must be in compliance with Senate Enrolled Act 575.

ARTICLE IX

GRIEVANCE PROCEDURE

9.1 Definitions

A grievance is a claim by a member(s) of the bargaining unit of an alleged violation, misinterpretation, or misapplication of the terms of this Contract and may be resolved through the procedure set forth herein.

9.2 Purpose

Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation.

Teachers should be aware that proper channels are open for them to find equitable solutions to just grievances at the lowest possible administrative level. The Association pledges its members not to abuse this privilege.

9.3 Procedure

Level One - Within twelve (12) calendar days from the time that the grievant(s) knew, or reasonably should have known, of the grievance, the teacher with an alleged claim shall first discuss it with the individual building principal with the objective of resolving the matter informally. The aggrieved person(s) may elect to take one (1) additional representative, a person of his/her choice, with him/her. The principal may also invite one (1) additional representative, who is an employee of the Bluffton-Harrison Metropolitan School District, to participate at the conference. Within five (5) calendar days after hearing the grievance, the building principal shall orally answer the grievant.

Level Two - In the event that the grievant(s)is not satisfied with the disposition of his/her claim at the previous level or in the event no decision has been made within five (5) calendar days after presentation of the informal claim, he/she may file a formal grievance in writing on the form jointly developed by the Board and Association. The formal written grievance must contain the name of the grievant(s), state the facts giving rise to the grievance, identify the specific provisions of this Contract alleged to be violated, state the contention of the grievant(s) with respect to the grievance, indicate the specific relief sought, and be signed by the grievant(s) or the grievant's designee if the grievant is unable to sign the grievance and orally confirms to the principal that the designee is authorized to sign the grievance in the time allotted. One copy of the formal grievance will be sent to the building principal within five (5) calendar days after receipt of the oral answer or if no oral answer was received, within ten (10) calendar days after the meeting for presentation of the informal claim.

The building principal shall represent the Board at this level of the grievance procedure. Within seven (7) calendar days from the receipt of the written grievance by the building principal, he/she shall meet with the grievant(s) in an effort to resolve the grievance. The building principal and the grievant(s) may each elect to have one (1) representative at the meeting. Within seven (7) calendar days after the formal hearing, the building principal shall respond in writing to the grievant(s) with his/her answer.

Level Three - In the event that the grievant(s) is not satisfied with the disposition of his/her claim at Level Two or in the event no written decision has been received within seven (7) calendar days after the formal hearing, he/she/they may appeal within seven (7) days to the Superintendent by filing a copy of the original grievance form and the building principal's answer, along with a written response of the grievant(s) to the answer of the principal, with the Superintendent's office. The Superintendent shall give the grievant(s) an answer in writing no later than ten (10) calendar days after receipt of the aforementioned materials.

Level Four - Within ten (10) calendar days after receiving the written decision of the Superintendent, an appeal from the decision may be made to the Board. The Board shall hold a hearing on the grievance at a regular or special meeting and render its decision in writing to the grievant(s).

Level Five - In the event the grievant(s) is not satisfied with the disposition of the grievance at Level Four, or in the event no decision has been rendered within ten (10) calendar days after the Board hearing, the teacher may request an Arbitrator appointed through the American Arbitration Association (AAA). If said request is to be made, it must be made within ten (10) calendar days after the Board's decision or, in the event of no Board decision, within twenty (20) calendar days of the Board hearing. The rules and regulations of AAA will determine the procedures to be followed. During arbitration, the Board and the Association agree that neither party shall be permitted to assert or to rely on any evidence not previously disclosed to the other party. The decision of the Arbitrator shall be final and binding.

The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

9.4 Other Considerations

A. The number of days indicated at each level should be considered as maximum. Every effort should be made to expedite the process. Time limits stated in the Grievance Procedure may be extended due to unavailability for good cause of one of the parties or by mutual agreement and signed by the parties.

B. Any grievance not advanced from one level to the next within the time limits shall be deemed resolved by the answer at the previous level.

C. Nothing contained in the procedure shall deny to any employee his/her rights under State and Federal Constitutions and laws, provided the remedies contained herein are exhausted first.

D. A grievant(s) may be represented at all levels of this process.

9.5 Use of the Procedure

For an alleged violation or misapplication of a written Board policy related to the terms and conditions of employment, an employee may use the Grievance Procedure set forth herein through Level Four.

ARTICLE X

ASSIGNMENTS, VACANCIES, REASSIGNMENTS, TRANSFERS, AND REDUCTION IN PERSONNEL

10.1 Assignments

The responsibility of filling vacancies, assigning teachers to positions, and the granting of promotions shall rest solely in the realm of administration.

10.2 Vacancies

All vacancies requiring replacement and newly created positions shall be posted in each building. These notices shall be posted in the office, and on the faculty bulletin board, for ten (10) calendar days prior to consideration of filling said positions. The posting list shall include the job description, if applicable, effective date of vacancy, the type of certification required, and the deadline for filing an application. Any position created by the resignation of a teacher may be excluded from the requirements set forth in this Section 10.2 if the person resigning specifically requests in writing that the information not be made public until the end of the school year the ten (10) calendar day posting notice will begin the first day following the last student day.

In the event of a vacancy between June 1 and July 15, the vacant position will be posted in the office of the Superintendent and a copy of the posting notice will be mailed to the President and the secretary of the Bluffton-Harrison Teachers Association.

Between June 1 and July 15, an effort will be made by both the Administration and the Association to notify teachers who have previously expressed written interest in such a position. No posted vacancy covered in this Section 10.2 will be filled during the ten (10) calendar days following the posting date.

Vacancies created between July 15 and September 15 shall be excluded from posting provisions.

10.3 Reassignments

Teachers who desire a change in grade and/or subject assignment for the succeeding school year must file a written request with the Superintendent's office between January 1 and March 1 of the current school year. Such requests will be given just consideration.

A teacher who has requested a transfer shall be notified in writing by August 1 of the administration's action.

10.4 Transfers

If it becomes necessary to transfer personnel from one building and/or assignment to another, the following criteria will be observed:

1. The administration shall determine the need for the transfer.

2. Qualified volunteers will be transferred based on administrator recommendation.

3. If volunteers are not sufficient to meet transfer needs, involuntary qualified transfers shall rest solely in the realm of the administration.

10.5 Reduction in Personnel

Whenever a reduction in teaching personnel is deemed necessary -- reasons would include, but not be limited to, decrease in enrollment, program changes and budgetary or financial limitations -- the procedures set forth in this Section 10.5 shall be as follows:

1. The administration shall determine the number of positions to be reduced.

2. Normal attrition will be relied upon as the first means of reducing staff.

3. The remaining staff reductions will be determined using the following:

   a. The least amount of service in the school system (seniority).

   b. The least qualification in the area to be reduced (certification).

4. Seniority is defined as an employee's length of continuous service in the Bluffton-Harrison Metropolitan School District.

5. Employees that have been reduced will be given special consideration for any future position(s) in which they are qualified based upon the recommendation of administration.

6. Teachers who have been reduced shall be placed on the substitute teaching list upon written request. An effort will be made to give priority to those teachers on the basis of seniority and certification when assigning substitute teachers.

10.6 Definition

For purposes of this Contract, including Article X and all applicable sub-parts thereof, the terms "qualified" and "qualifications" shall be defined to mean and include the following components:

1. Demonstrated proficiency in teaching performance.

2. Certification area(s) of the teacher(s) involved.

ARTICLE XI

TEACHER DISMISSAL

11.1 Requirements

Dismissal of a teacher shall be preceded by:

A. The honoring of all teachers' rights included in this Contract and State Statutes.

B. The forwarding of a written explanation for the action to the teacher and the Association, if requested by the teacher.

C. A complete review of the teacher's personnel file with the teacher by the Superintendent if requested.

D. An informal hearing will be held with the School Board for non-permanent teachers, if the teacher submits a written request prior to May 5th. The teacher may elect to have additional representation of his/her choice.

ARTICLE XII

TEACHER STATUS

There are three categories of teachers on regular contracts within the Bluffton-Harrison Metropolitan School District:

12.1 Non-Permanent Teacher

A teacher who serves under a regular teacher's contract during the first or second year is defined as a non-permanent teacher.

12.2 Semi-Permanent Teacher

A teacher who has served under a regular teacher's contract in the school corporation for two (2) successive years and at anytime thereafter enters into a regular teacher's contract for further service in the school corporation and who is not a permanent teacher is defined as a semi-permanent teacher of the school corporation.

12.3 Permanent Teacher

A teacher who has served under contract for five (5) or more successive years and at any time thereafter enters into a regular teacher's contract for further service is defined as a permanent teacher of the school corporation as provided under Indiana law.

ARTICLE XIII

SEPARABILITY

13.1 Legal Consistency

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

At the request of either the Superintendent or the Association President, the deleted portion may be re-negotiated if it is deemed essential to the terms and understanding of this contract.

Any Teacher's Contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of the Contract.

ARTICLE XIV

COMPENSATION FOR 2011-2012

Years of Experience	Index	Bachelor Salary	Years of Experience	Index	Master Salary
0	1.000	$31,548	0	1.040	$32,810
1	1.030	$32,495	1	1.082	$34,135
2	1.060	$33,441	2	1.124	$35,461
3	1.090	$34,388	3	1.166	$36,785
4	1.120	$35,334	4	1.208	$38,110
5	1.150	$36,281	5	1.250	$39,435
6	1.180	$37,227	6	1.292	$40,760
7	1.210	$38,174	7	1.334	$42,085
8	1.240	$39,120	8	1.376	$43,410
9	1.270	$40,066	9	1.418	$44,735
10	1.300	$41,013	10	1.460	$46,060
11	1.330	$41,959	11	1.502	$47,385
12	1.360	$42,906	12	1.544	$48,710
13	1.390	$43,852	13	1.586	$50,035
14	1.420	$44,799	14	1.628	$51,359
15	1.450	$45,745	15	1.670	$52,685
			16	1.712	$54,010
			17	1.754	$55,335
			18	1.796	$56,660
			19	1.838	$57,984
			20	1.880	$59,310
			21	1.880	$59,310
			22	1.880	$59,310
			23	1.880	$59,310
			24	1.880	$59,310
			25	1.922	$60,635

Teachers will be compensated in relation to their position on the salary schedule above by contractual agreement for a period of 184 work days.

14.1 Positions Receiving Extra Days

Positions Receiving Extra Days	
H.S. Guidance Counselor	5 days
M.S. Guidance Counselor	5 days
E.S. Guidance Counselor	5 days
H.S. Librarian	5 days
High School I.C.E. Teacher	5 days
H.S. Health Career Teacher	5 days

14.2 State Retirement Contributions

The Board shall pay the required retirement contribution to the Indiana State Teachers Retirement Fund for each certified staff member.

14.3 Non-Credit Teaching Guidelines

The following guidelines will govern the offering and teaching of non-credit courses in the Bluffton-Harrison Metropolitan School District:

A. Programs of a non-credit nature for either school-age students or adults will be established and offered by the school district as need arises.

B. The fees to be paid for enrolling in non-credit courses will be recommended by administration and approved by the Board.

C. Teachers desiring to teach non-credit courses will indicate their interest to the administrator in charge of the program.

D. Posting

All openings for summer school, remediation, and driver's education shall be posted in accordance with Article X, Section 10.2. Letters of intent to teach must be submitted to the building principals after said posting of possible positions. Teachers who have applied for said positions shall be notified after the administration has noted sufficient enrollment for a class to be held.

E. Contract

Teachers employed in summer school, remediation, or driver's education shall receive a Supplemental Service Teacher's Contract.

F. Compensation

1. Summer School

Teachers shall be paid an hourly rate equal to the teacher's current base salary divided by the quantity of six (6) times the number of teacher work days in a regular school year.

$$\text{Hourly Rate} = \frac{\text{Base Salary}}{\text{6x Contracted Days}}$$

An additional ten percent (10%) for preparation time will be paid.

2. Remediation

Teachers will be paid an hourly rate equal to the Bachelors Degree at zero (0) years experience divided by the quantity of six (6) times the number of regular teacher work days in a regular school year.

3. Driver's Education

Teachers shall be paid an hourly rate of $26.75 per hour plus three (3) hours of preparation time per course for those individuals teaching in the classroom. The Driver's Education supervisor will be paid a stipend of $825.00 to organize the program.

G. An additional 10% for preparation time will be paid for any non-credit course offering which requires outside preparation by the teacher. The need for preparation time will be determined by the Superintendent.

H. Fees collected from students in non-credit courses will be deposited with the Treasurer of the Bluffton-Harrison Metropolitan School District unless otherwise directed by the treasurer.

I. Payment to instructors will be made through the payroll procedures of the school district.

J. All non-credit courses must be self-supporting. Exceptions must have prior approval of the Superintendent.

14.4 Schedule of Payment for Extracurricular Activities.

A. Additions, Deletions, or Modifications

1. Additional personnel for any category may be added by the Superintendent if the number of student participants indicates need.

2. A category of assignment may be deleted at the discretion of the Superintendent if the number of student participants does not appear to justify the activity.

3. The Superintendent may add or modify categories of assignment at his/her discretion to meet the needs of students or to meet the requirements of regulations or the law (example: the addition of a category to Girls' Cross Country to satisfy increased student interest and Title IX); however, this kind of action is subject to review by the Association during negotiations the following year.

4. All additions, deletions, or modifications must be submitted to the association president in writing for review five (5) days prior to the change.

B. Computation of Stipends for ECA Assignments
Compensation calculation formula: Index x Base (Base = Bachelors Degree at step 0).

ATHLETIC ECA ASSIGNMENTS

I. Boys' Athletic ECA	**Index**	**No. of Positions**
High School Baseball/Assistant	0.070	2
High School Basketball/Assistant	0.100	3
High School Cross Country/Head	0.070	1
High School Football/Assistant	0.100	5
High School Golf/Head Coach	0.070	1
High School Swimming/Head Coach	0.070	1
High School Swimming/Assistant	0.035	1
High School Diving Coach	0.035	1
High School Tennis/Head Coach	0.070	1
High School Tennis/Assistant	0.035	1
High School Track/Head Coach	0.100	1
High School Track/Assistant	0.060	2
High School Weight Training	0.060	1
High School Wrestling/Head Coach	0.130	1
High School Wrestling/Assistant	0.070	1
Intramural Director	0.020	1
Intramural Coach	0.010	12
Middle School Basketball Coach	0.050	2
Middle School Cross Country Coach	0.035	1
Middle School Football Coach	0.050	4
Middle School Swimming Coach	0.035	1
Middle School Diving Coach	0.018	1
Middle School Track Coach	0.050	2
Middle School Track / Assistant	0.025	2
Middle School Wrestling	0.035	2

The number of assistant coaches positions may be increased but stipend total costs must remain the same with the approval of the administration.

II. Girls' Athletic ECA	Index	No. of Positions
High School Basketball/Assistant	0.100	3
High School Cross Country/Head	0.070	1
High School Cross Country/Assistant	0.035	1
High School Golf/Head Coach	0.045	1
High School Gymnastics/Head	0.070	1
High School Gymnastics/Assistant	0.035	1
High School Softball/Assistant	0.050	2
High School Swimming/Head Coach	0.070	1
High School Swimming / Assistant	0.035	1
High School Tennis/Head Coach	0.070	1
High School Tennis/Assistant	0.035	1
High School Track/Head Coach	0.100	1
High School Track/Assistant	0.060	2
High School Volleyball/Head Coach	0.100	1
High School Volleyball/Assistant	0.070	1
High School Volleyball / Freshman	0.070	1
Intramural Director	0 020	1
Intramural Coach	0 010	12
Middle School Basketball Coach	0.050	2
Middle School Swimming Coach	0.035	1
Middle School Track Coach	0.050	2
Middle School Track / Assistant	0.025	2
Middle School Volleyball Coach	0.050	2

The number of assistant coaches positions may be increased but stipend total costs must remain the same with the approval of the administration.

MISCELLANEOUS ACTIVITIES	Index	No. of Positions
Aquatics Director	0.190	1
National Honor Society Sponsor	0.030	2
High School Student Council Sponsor	0.030	2
Middle School Student Council Sponsor	0.030	2
Academic Bowl Advisor	0.020	3
Computer Coordinator	0.020	3
High School Band Director	0.109	1
High School Band Assistant	0.073	1
High School Cheerleader Sponsor	0.070	1
High School Cheerleader Assistant	0.035	1
High School Cheerleader / Freshman	0.035	1
High School Major Drama Production	0.030	1
High School Drama/Assistance	0.020	1
High School Speech - Competition	0.030	1

High School Vocal Music Director	0.091	1
High School Yearbook Advisor	0.040	1
Middle School Cheerleader Sponsor	0.035	1
Business Professionals of America	0.020	1
*Head Senior Class Sponsor	0.010	1
*Head Junior Class Sponsor	0.020	1
*Junior Class Sponsor	0.005	6
Chess Advisor	0.030	1
*Elementary School Team Leader	0.010	7
*Middle School Team Leader	0.010	7
*High School Team Leader	0.010	7

(High School, Middle School, and Elementary Team Leaders will be chosen at the discretion of the building principal.)

***These amounts are paid in one lump sum after the completion of the responsibility**.

Mentors for beginning teachers will be paid $500 and shall be paid in one lump sum after the completion of the responsibility.

Additional stipend requests will be considered on a case by case basis as agreed upon by the Bluffton-Harrison Metropolitan School District and the Bluffton-Harrison Teacher Association. Such requests will need to comply with Indiana Code Regulations and the Indiana State Board of Accounts.

Pursuant to subsection 14.4 (B), any addition of coaches or assistant coaches because of student interest or number of participants shall result in compensation consistent with the provisions for equity and need. Any assistant added, for which there is no schedule of payment, shall be compensated according to the schedule of payments for his/her male/female counterpart; if no such comparison can be made, he/she shall be compensated at one half the index for his/her supervising coach

14.5(A) Supplemental Retirement Pay Benefits

To be eligible for Retirement Pay Benefits, a teacher must meet the following qualifications:

A. A teacher must have reached the age of 55 at the time of retirement.

B. A teacher must have completed a minimum of ten (10) years of service in the Bluffton-Harrison Metropolitan School District. Years of service will be the same as defined by the State. Service in schools embraced through reorganization will count toward the minimum requirement. A maximum of thirty-five years of service may be counted toward Retirement Pay Benefits. Only ten (10) years of that total may have been accumulated in school corporations other than the Bluffton-Harrison Metropolitan School District.

C. A teacher must have initiated a request for retirement from the Indiana State Teachers' Retirement Fund.

14.5(B) Total Retirement Pay Benefits

Total retirement pay benefits will be the sum of the following three (combination of A+B+C) components:

A. Length of Service

1. The teacher will receive one day's pay based on the current salary schedule for each year of creditable service as defined above.
2. To determine a day's pay, the teacher's base annual contract amount for the year just completed will be divided by the number of days in his/her regular teaching contract.

B. Unused Accumulative Sick Leave

1. The teacher will receive an additional amount of $45.00 for each day of unused accumulative sick leave.
2. A maximum of one hundred eighty (180) days of unused accumulative sick leave will be used in computing this benefit.

C. Unused Personal Business Days

Effective with the personal days credited for the 1991-92 contract year, a separate accounting will be maintained for unused personal business days. At the time of retirement, additional severance will be paid at twice the amount allowed for unused accumulated sick leave ($90).

D. Retirement Insurance Benefit

In addition to the retirement benefits above, a certified employee who has ten years of uninterrupted service as an employee with the Bluffton-Harrison Metropolitan School District and retires between the ages of fifty-five (55) and Medicare eligible, the Board will pay a portion of the annual corporation health insurance premium, which will be the lesser of the annual premium cost or an amount determined by dividing the maximum allowance ($15,000) by the number of years remaining until his/her 65th birthday. The employee will receive no health insurance benefits after his/her 65th birthday.

Examples:
Retirement Age-55 Lesser of $1500/yr or annual premium.
Retirement Age-56 Lesser of $1666/yr or annual premium.
Retirement Age-57 Lesser of $1875/yr or annual premium.
Retirement Age-58 Lesser of $2142/yr or annual premium.
Retirement Age-59 Lesser of $2500/yr or annual premium.
Retirement Age-60 Lesser of $3000/yr or annual premium.
Retirement Age-61 Lesser of $3750/yr or annual premium.
Retirement Age-62 Lesser of $5000/yr or annual premium.
Retirement Age-63 Lesser of $7500/yr or annual premium.
Retirement Age-64 Lesser of $15,000 or annual premium.

E. 401 (a) Annuity Plan

The Board will establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan contributions will commence with the 2002-2003 contract year and continue each year thereafter. The maximum contribution that will be made to the 401(a) Plan by the Board will be 1.25% of the Salary Schedule Salary. All eligible employees will be 100% vested in the 401(a) Plan at age *55,* and at the completion of ten (10) years of service with the Bluffton-Harrison Metropolitan School District. All contributions made by the Board to the 401(a) Plan on behalf of certified employees will be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for certified employees.

The 401(a) Plan replaces the current Supplemental Retirement Pay Benefits (Master Contract Section 14.5). However, the Supplemental Retirement Pay Benefits section so described in paragraph A through D will remain in effect until such time as a certified employee receives a greater return from the value of the 401(a) Plan than he or she would receive under the Supplemental Retirement Pay Benefits section of the contract, except for employees described in the following paragraph. The value of the Board contributions and the appreciation, if any, of the 401(a) Plan will be counted as an offset to the amount that the certified employee would have received had he or she retired under the current Supplemental Retirement Pay Benefits section. In the event, due to market fluctuations, a certified employee's 401(a) Plan account experiences a loss, the Board's responsibility during the period prior to the expiration of the Supplemental Retirement Pay Benefits Plan (Article 14.5, A -D) will be the amount which the employee would have received under the Supplemental Retirement Pay Benefits Plan less the amount previously contributed by the Board under the 401(a) Plan.

For the certified employees hired after July 1, 2001, the 401(a) Plan will replace the current Supplemental Retirement Pay Benefits section. No provision of paragraphs A through D will be available to employees hired after July 1, 2001. The severance and retirement for such certified employees will be limited to the balance in the account at the time of retirement, i.e., amounts contributed to the 401(a) Plan by the Board and interest or appreciation, if any. Employees hired after July 1, 2001, will be vested in the 401(a) Plan at the completion of 10 years of service.

The 401(a) Plan will:

a. Be subject to all applicable Internal Revenue Regulations.
b. Have no contract initiation fees charged to the employee.
c. Have no administrative Plan Document charge to the Board.

The 401(a) Plan will be valued effective the last contracted day of employment for the retiring employee.

In addition, for those certified employees for whom payments are yet scheduled to be made under paragraphs A through C, such payments will be made into VEBA (excluding the applicable amount currently allowed by the Indiana State Board of

Accounts which will be paid as salary and used in the respective teacher's final year ISTRF calculation) created at retirement in the name of the retiring employee. Such payment by the Board will be made in one (1) payment on or before January 15th following the year of retirement.

To avoid problems with the Indiana State Teacher's retirement fund, teachers are encouraged to notify the Superintendent's office of their retirement plans well before the end of the school year. This will also provide ample time to calculate Retirement Pay Benefits and to include those eligible benefits in a final paycheck. Plans to retire will be held in strict confidence if requested by any teacher. Any previous contract or agreement between the Bluffton-Harrison Metropolitan School District and the Bluffton-Harrison Teachers Association with respect to Retirement Pay Benefits will be considered null and void following the ratification of this agreement.

F. VEBA (Voluntary Employee's Beneficiary Association)

The Bluffton-Harrison MSD agrees to establish a VEBA (Voluntary Employee's Beneficiary Association) to help employees hired before July 2001 defray the costs of medical expenses upon their retirement. Contributions made by Bluffton-Harrison MSD are neither taxed going in nor coming out as long as the funds are used to pay medical expenses. Bluffton-Harrison MSD agrees to pay the administrative fees of $20.00 dollars per year for three years or until all funds are depleted, while the employee would be responsible for any fund fees. Should the administrative fees increase Bluffton-Harrison MSD shall incur the total amount of administrative fees. Funds deposited in the VEBA would be limited to employees hired before July 1, 2001.

14.6 Tax Sheltered Annuities

The Board gives its consent for any teacher who qualifies to participate in a "Tax Sheltered Annuity Plan" of the insurance or investment company of his/her choice subject to the conditions of Article 14.6. The annuity premium deduction may not exceed the amount stipulated in the rules governing 403(b) tax sheltered annuities**.** The Board will withhold the premium from the teacher's paycheck and make payment to the designated company provided that a signed authorization is received 30 days prior to the effective date on which deductions are to begin in accordance with the corporation's 20-pay payroll schedule. No deductions will be made during the summer. If incorrect information is supplied on the salary reduction agreement, delays in processing the annuity can be expected. The signed authorization will continue in effect until the Board is notified in writing that the deductions are to be discontinued. The Board reserves the right to limit the number of annuity plan providers after discussion with the Association; however, the Board and Association will jointly participate in the selection of annuity providers, and will review the list annually. If the existing list is changed, current participant's providers will be grand fathered into the revised list.

14.7 Health Insurance

The Bluffton-Harrison Metropolitan School District is a member of the School Employees Insurance Trust, which each year negotiates with various insurance companies for a comprehensive health insurance plan. The health plan options selected each year by the

School Insurance Trust shall be made available to the teachers of the Bluffton-Harrison Metropolitan School District.

Full-time teachers may elect to participate in a single plan or a family plan. Effective January 1, 2011, the Board shall pay a maximum of $5,089 toward a single plan annual premium and a maximum of $9,668 toward a family plan annual premium. Effective January 1, 2012, The Board shall pay a maximum of $5,343 toward a single plan annual premium and a maximum of $10,151 toward a family plan annual premium. The Board contributions will only be paid for school-sponsored group health insurance and will never exceed the total individual premium, less $1.

Teachers whose initial employment began during the 1985-86 school year or thereafter and who are employed for a fractional part of a contract (less than full time) will receive the same fractional payment toward the insurance plan they select. Board premium payments, whether for full-time or fractional time employees, apply only to the school-sponsored health insurance program. No portion of a premium payment will be made for teachers who have another individual insurance plan. The period of coverage begins on January 1 each year and extends through December 31 of the same year. The portion of the premium paid by the corporation ceases when a teacher terminates his/her contract prior to the normal termination date.

If a teacher who is eligible and participates in the group health insurance program retires before the age of Medicare eligibility, but after the age of 55, he/she may pay the full premium and continue on the program until he/she reaches the age of Medicare eligibility.

Changes in the prime carrier and the coverages included may be made by official action of the School Employees Insurance Trust.

14.8 Long Term Disability Insurance

A long term disability insurance plan will be provided to teachers. Bluffton-Harrison MSD agrees to reduce the elimination period from 270 to 90 days beginning in January of 2010. The Board will pay an annual amount equal to 0.22% times each teacher's base salary as illustrated in Article XIV, Section 14.1 of this Contract. This amount will be paid only for group long term disability insurance carried by the school corporation and will not exceed the total individual premium, minus $1.

14.9 Life Insurance

A term group life insurance with accidental death and dismemberment benefits shall be offered to each teacher in the amount of $40,000. The Board shall pay the premium excluding a required teacher contribution of $1. This amount will be paid only for the school-sponsored program, not other individual life policies.

14.10 In-Service Bonus Plan

A. An approved in-service activity is any activity which is intended for growth, pertinent to the needs of the teacher and the school corporation, and approved by the Superintendent and the Chairperson of the Association Instructional and Professional Development (IPD) Committee. The bonus plan will not include any activities performed during professional leave or paid time. Activities performed while on personal leave shall qualify.

B. Approval of in-service for bonus pay is sought by an individual teacher or a group of teachers by submitting an appropriate request form provided by the IPD Committee. The request shall include a description of the activity, the number of hours involved in the activity, the anticipated result for the teacher, benefits to the corporation and any other information deemed appropriate. The in-service approval must be requested prior to the event.

C. A minimum of ten (10) hours must be accumulated within a year to receive a bonus. If less than ten (10) hours is accumulated within a year, those hours will carry over to the next year and only the next year. After accumulating ten (10) clock hours, the teacher will be eligible for a one-time bonus of $100. Payment will be made at the beginning of the following school year. A maximum of $1,000 per year will be made available for this in-service plan.

D. The bonus will not be paid for activities, classes or workshops that would qualify for college credit addressed in Article XIV, Section 14.11. No more than five (5) clock hours per day will be credited.

14.11 Additional Compensation for Additional Schooling

A $100.00 stipend for each set of six (6) semester hours or nine quarter hours beyond the masters degree will be added to a teachers individual contract if the following criteria are met:

A. Only graduate hours of credit received after the completion of requirements for a masters degree are to be considered for these increments unless the Superintendent permits a teacher to obtain undergraduate credit hours. No more than ten (10) semester hours or fifteen (15) quarter hours of undergraduate credit may apply toward increments for hours above the masters degree.

B. Both graduate and undergraduate credit hours must be taken in an area for which the teacher is certified or in a related area.

C. An approval for the hours must be obtained from the Superintendent and the IPD committee prior to enrollment in a course.

D. Verification of completion of the course must be provided by the teacher prior to August 20 of a given year to qualify for compensation on the following contract.

E. Semester hours and quarter hours are not considered equal in value. The following conversion formula shall be used:

Semester Hours = 2/3 x Quarter Hours

Prior to June 1 1983, each set of six semester hours or nine quarter received a stipend of $50.00.

ARTICLE XV

TERMS OF CONTRACT

15.1 Duration

This Contract shall be effective as of June 20, 2011, through June 30, 2012.

15.2 Prior Contract(s) and Agreements

Upon ratification of this Contract by the Association and the Board, any previous Contract(s) or Agreements between the Board of School Trustees of the Bluffton-Harrison Metropolitan School District and the Bluffton-Harrison Teachers Association shall be declared null and void.

ARTICLE XVI

TENTATIVE AGREEMENT

The Bluffton-Harrison Teacher's Association and the Board of School Trustees reached a tentative agreement on this contract on Tuesday, June 07, 2011.

Todd Morgan
Association Spokesperson

6/7/11
Date

Wayne Butler
Superintendent

6/7/11
Date

TESTAMENT

16.1 Attest:

This Contract is so attested to this 21st day of June, 2011. The undersigned certify that the membership of the Board of School Trustees and the Bluffton-Harrison Teachers Association have met and ratified the provisions contained herein:

Bluffton-Harrison Teachers Association Negotiations Team	Bluffton-Harrison Metropolitan School District Board Negotiations Team
Spokesperson	Superintendent (Spokesperson)
President	Negotiations Team Member
Negotiations Team Member	Negotiations Team Member
Negotiations Team Member	Negotiations Team Member
Negotiations Team Member	Negotiations Team Member

Bluffton-Harrison
Metropolitan School District
Board of School Trustees

President

Vice President

Secretary

Board Member

Board Member