

**2022-2023
CONTRACT
BETWEEN
BOARD OF SCHOOL TRUSTEES
OF
BROWN COUNTY SCHOOLS
AND
THE BROWN COUNTY EDUCATORS' ASSOCIATION**

THIS CONTRACT ENTERED INTO BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF BROWN COUNTY SCHOOLS, HEREINAFTER CALLED THE "BOARD" AND THE BROWN COUNTY EDUCATORS' ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

CONTENT

1			
2			
3	Article I	Recognition	4
4	Article II	Severability	4
5	Article III	Retirement/Severance	4
6		401(a) Plan	4
7		Medicare Bridge Benefit Program	5
8		Retirement Benefits	6
9	Article IV	Deductions	6
10	Article V	Transportation	7
11	Article VI	Leave of Absence	7
12		Sick Leave	7
13		Sick Leave Bank	7
14		Personal Leave	9
15		Court Appearances	9
16		Professional Leave	9
17		Bereavement Leave	10
18		Maternity Leave	10
19		Parental Leave	10
20		Absences/Job-Related Injury	11
21		Association Leave	11
22	Article VII	Grievance Procedure	11
23		Definitions	11
24		Structure	12
25		Procedure	12
26		Miscellaneous	14
27	Article VIII	Salary	15
28	Article IX	Insurance	16
29		Life Insurance	16
30		Health and Hospitalization	16
31		Income Protection	17
32		Dental/Vision Insurance	17
33		Insurance Committee	17
34	Article X	Miscellaneous	18
35	Article XI	Term of Agreement	18
36			

37	Appendix A-1 Salary Levels (2022-2023)	20
38		
39	Appendix A-2 Compensation Plan (2022-2023)	21
40		
41	Appendix B-1 Extra Duty Schedule (2022-2023)	23
42		
43	Appendix B-2 Ancillary Duties	28
44		
45	Appendix C Sick Leave Bank Application	29
46		
47	Appendix D Sick Leave Bank Application	30
48		
49	Appendix E Release of Information and Sick Leave Bank Physician's Report	31
50		
51	Appendix F Grievance Procedure Form	32
52		
53	Appendix G Level I Form	33
54		
55	Appendix H Level II Form	34
56		
57	Appendix I Level III Form	35
58		
59	Appendix J Verification of Transaction of Grievance Materials Form	36
60		
61	Appendix K Schedule of Pay Dates	37
62		
63		
64		
65		
66		
67		
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86 ARTICLE I

87
88 RECOGNITION

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90 A. The Board of School Trustees of the Brown County Schools hereby recognizes the
91 Brown County Educators' Association as the exclusive representative of all certificated
92 employees, hereafter called teachers, in the school corporation.
93

94 B. Definitions

95
96 The term "teacher" when used in this Contract shall refer to all certificated
97 employees, as defined in Indiana Law, in the Brown County Schools, except for
98 Superintendent, Assistant Superintendent, All Principals, Assistant Principals, the
99 Department Chairpersons, the Attendance Officer, and all other supervisory positions
100 subsequently created by the school employer, as the term "supervisory" is defined by
101 Indiana Law, plus all part-time employees of the school employer.
102

103 C. The term "School Corporation", when used in this Contract, shall refer to the Brown
104 County Schools of the County of Brown of the State of Indiana.
105

106 D. The term "Board" shall mean the Board of School Trustees of the Brown County Schools
107 and shall include authorized officers, representatives and agents. The term "Association"
108 shall mean the Brown County Educators' Association and shall include authorized
109 officers, representatives, and agents.
110

111 E. The term "days" shall mean school day, except when such term is expressly defined as
112 "calendar days."
113

114 ARTICLE II

115
116 SEVERABILITY

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118 If any provision of this Contract is held to be contrary to law, then such provision shall not be
119 deemed valid and subsisting except to the extent permitted by law, but all other provisions shall
120 continue in full force and effect.
121

122 ARTICLE III

123
124 RETIREMENT/SEVERANCE

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126 The 401(a) plan established for teachers, and the Plan administrator will be determined by the
127 Board after receiving a recommendation from a joint committee of the School Administration
128 and the Association.
129

130 A. 401(a) Plan

- 131
132 1. The Board will contribute \$625.00 per contract year to a 401(a) account for each
133 teacher who elects Plan A on or before September 1st. The plan will vest upon
134 completion of the 5th year of service to the Brown County School Corporation.
135

- 136 2. For every dollar contributed to a 403(b) plan by teachers, the Board will contribute
137 matching dollars, up to \$500.00 per year to a 401(a) defined contribution. The teacher
138 contribution to the match program shall vest immediately. The Board contribution to
139 the match will vest after 5 years of service to the Brown County School Corporation.
140
- 141 3. The Board shall contribute to a 401(a) defined contribution plan \$100 per day of
142 unused sick leave up to a maximum of ten (10) days per year for any teacher electing
143 to cash out sick leave days in excess of 90 pursuant to this provision. The Board
144 contribution under this provision shall be immediately vested and portable.
145

146 **B. Medicare Bridge Benefit Program**
147

148 A teacher may participate in a Medicare Bridge Benefit Program, (hereinafter called the
149 "Program"), in this School Corporation. All teachers meeting the eligibility requirements
150 set forth below shall qualify for this program.
151

- 152 1. To be eligible a teacher must meet all the following requirements and provisions:
153
- 154 a. Be at least 55 years of age during the school year for which the teacher applies to
155 begin participation in the Program; and
156
 - 157 b. Have not less than twenty (20) years teaching experience in this School
158 Corporation; and
159
 - 160 c. Have made a non-binding application to the Superintendent, in writing, for
161 participation in the Program by July 1st of the year preceding retirement and have
162 sent a binding letter of intent to retire to the Superintendent by April 1st of the
163 year of retirement. In the event of an unforeseen retirement, the Board, at its
164 discretion, may waive said July 1st notification date; and
165
 - 166 d. Provide written evidence of permanent retirement from teaching.
167
- 168 2. A Program stipend shall be paid at the rate of Five Thousand Dollars (\$5,000.00) per
169 year for each subsequent year following the year of retirement starting with the first
170 regular pay in September up to and including the year the said teacher first reaches
171 the normal Medicare eligibility age, or 10 years, whichever is less (the age at which
172 one can retire and still collect full medical benefits). If the teacher qualifies for Part
173 A of the Medicare Act before the September 1st payment is to be made, he/she will
174 not receive the payment for that year or any subsequent years. Payment will be made
175 monthly to the teacher's VEBA account. Such payment for an individual
176 participating teacher shall remain fixed at the stated amount contained herein for the
177 entire duration of such teacher's participation and shall not be changed for such
178 teacher due to revision of the amount in a successor Contract.
179
- 180 3. The teacher who participates in the Program will not receive the salary, fringe
181 benefits, or any other paid or unpaid benefits provided elsewhere in this Contract,
182 except that such teacher may continue to be enrolled in the School Corporation's
183 medical insurance plan for the duration of participation in the Program, and may
184 apply said VEBA account toward the cost of the medical insurance plan, but such
185 teacher will be responsible to pay the balance of the insurance premium applicable to

the insurance coverage. It will be the responsibility of the teacher to pay such insurance premiums due in the manner designated by the Superintendent.

4. The teacher shall cease to be a participant in the Program, and no further payments as provided hereinabove in Paragraph B-2 will be due or payable to the teacher, (1) when the teacher has completed the school year (July 1 to June 30) in which the teacher first reaches normal Medicare eligibility age (the age at which one can retire and still collect full Medicare benefits), or (2) the teacher has received the maximum number of annual payments for which the teacher qualifies (not to exceed ten (10) annual payments), or (3) when the teacher has died before completion of the Program, provided, however, that the payment shall be prorated for the year of the teacher's death.
5. Should the Board subsequently determine to rehire a teacher who elected to retire under this option, no Medicare bridge stipend as provided hereinabove in B-2 will be due or payable to the teacher, and further, no Medicare bridge stipend as provided herein in this Program will be paid upon retirement a second (2nd) time.

C. Retirement Benefits

A teacher who retires from teaching while employed in this School Corporation (including early retirement) may continue to participate in this School Corporation's (1) group medical and (2) dental and vision insurance plan, for the duration of participation in the Program, provided said teacher meets any applicable age or years of service requirements specified by applicable state law, and:

1. Provides written evidence of permanent retirement from teaching;
2. Was enrolled in the plan he or she wishes to continue in the school year immediately preceding retirement; and
3. Pays the entire (total) insurance premium applicable to the insurance plan desired and remits such payment to this School Corporation's business office prior to the due date each month, or pays such IRS allowable insurance costs from the teacher's VEBA account.

ARTICLE IV

DEDUCTIONS

Upon written authorization from the teacher, the Board agrees to make appropriate salary deductions and remit such deductions to mutually agreed upon Banking Institutions, Insurance Companies, and Annuity Plan(s). Banking Institutions' deductions will be taken from each of the twenty-four (24) scheduled pay periods. Deductions for annuity plans will be taken from each of twenty-four (24) pay periods and health insurance premiums will be taken over twenty-four (24) pay periods. All deductions will be transferred electronically to the appropriate institution within forty-eight (48) hours of the payroll date. Written authorization for deductions of any program must be submitted to the payroll office fourteen (14) days prior to the first deduction. In the event a teacher wishes to terminate any scheduled deduction plan, written authorization must be submitted to the payroll office at least fourteen (14) days prior to the desired cancellation

date. If any notification of cancellation is required by a company or companies, such responsibility of notification is borne solely by the individual member.

ARTICLE V

TRANSPORTATION

- A. For all personnel for whom the Board authorizes payment, reimbursement for use of privately owned automobiles used for school business shall be paid per mile at the IRS rate in effect on the date the mileage was incurred.

ARTICLE VI

LEAVE OF ABSENCE

A. Sick Leave

For absences caused by illness of the teacher or for illness in the immediate family, each teacher, shall be allowed five (5) days with compensation each year accumulative to ninety (90) days. (The parties intend for the number of sick leave days granted herein and the number of personal leave days granted in Article VI, Paragraph C below to satisfy the requirements set forth in IC 20-28-9-9.) For this paragraph, immediate family is defined as illness to spouse, children, or other person living in the teacher's home.

1. Teachers on summer teaching employment shall be eligible to use sick leave on the same basis as is used during the regular school year.
2. Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.
3. Individual teachers shall be given a written accounting of accumulated sick leave by October 1st of each school year, including those days above the current maximum number of sick days.
4. Sick leave day accumulation shall be limited to 90 days.
5. Due to COVID-19, the parties have agreed to suspend the attendance incentive language contained herein for the 2022-2023 school year. If a teacher uses zero (0) days of sick/personal leave days during the school year, the corporation shall provide the teacher a stipend of \$500 prior to the beginning of the following school year. If a teacher uses only one (1) day of sick/personal leave during the school year, the corporation shall provide the teacher a stipend of \$400 prior to the beginning of the following school year. If a teacher uses only two (2) days of sick/personal leave during the school year, the corporation shall provide the teacher a stipend of \$300 prior to the beginning of the following school year.

B. Sick Leave Bank

The School Corporation shall, within ten (10) days after the beginning of the school year of initial participation, upon receipt of a properly completed and signed Sick Leave Bank Authorization Form deduct one (1) day's sick leave from the authorizing employee's earned sick leave allotment. This Sick Leave Bank shall be for the use of all certified

bargaining unit members and shall be used only for those who have exhausted their own personal accumulation of sick and personal leave days except as provided in the section of this paragraph on verification of an application.

Should the number of sick leave days in the bank fall below 300 (as recorded on August 15th of each year), then members who wish to continue to participate for the remainder of that year shall be required to contribute one (1) additional day by August 30th of the school year in order to maintain membership, but no further requests for contributions from current members shall be made during that school year even if the sick leave bank becomes totally exhausted. This donation to the sick leave bank shall not be counted as a day used by the teacher per Article VI (A) (5) nor as a day used per the evaluation plan. Donations to the sick bank other than those described for initial membership shall be required only when the sick bank becomes exhausted during the school year. In such event, each member of record for the current school year or the immediate past school year, as appropriate, shall donate an additional day in order to remain a member in good standing.

Membership in the Sick Leave Bank shall be continuing from year to year. Each teacher shall be notified in writing with the first or second paycheck of each school year of their ongoing participation in the Sick Leave Bank. Individual participation shall be voluntary. Individuals employed after the beginning of the applicable school year shall be given the opportunity to become a member of the Sick Leave Bank provided they complete and submit the appropriate membership forms within ten (10) days after the date of employment and donate one (1) day to the sick bank.

The Board and the Association agree to the following rules for administration of the Sick Leave Bank:

1. The Board shall not be obligated for any additional days in the Sick Leave Bank over a maximum of 300 days per school year or current number in the bank during the school year unless otherwise agreed to by the Board and the Association.
2. The maximum number of days to be offered to any one (1) member shall be sixty (60) days per year.
3. Any participating member who has exhausted his/her accumulated sick leave will be eligible to apply to the Sick Leave Bank.
4. Requests to withdraw Sick Leave Bank days require:
 - a. Doctor's statement indicating the nature of the illness/disability.
 - b. Verification from the central office that the teacher's personal sick leave days have been exhausted, the teacher has no more than three (3) days of personal leave remaining, and he/she is not receiving any public funds or benefits derived from public funds as partial or full compensation for the illness or disability causing the absence.
5. A Sick Leave Bank Review Committee shall be formed comprised of three (3) teachers appointed by the president of the Association and two (2) administrators appointed by the Superintendent. This committee shall have the full responsibility in

granting, denying or suspending grants of sick days from the Sick Leave Bank, provided however; the above rules are adhered to.

6. Days contributed shall not be transferable to another school corporation or used outside of sick bank provision.
7. Persons who shall have failed to join the Sick Leave Bank in the year in which they first had the opportunity to join shall become members only by donating one (1) day for each year that they were eligible but failed to join in addition to any additional days of donation required of bank members during that period.
8. Once a member of the sick leave bank has drawn days from the sick leave bank and has returned to active employment with the corporation, the member shall repay one (1) day for every five (5) days borrowed from the sick leave bank. These days shall be repaid at the rate of one (1) day per school year, deducted at the beginning of each school year.

C. Personal Leave

Teachers shall be granted eight (8) days of personal leave each school year. Unused personal leave shall transfer to the teacher's accumulated sick leave.

D. Court Appearances

1. The Board will compensate teachers subpoenaed to:
 - a. serve jury duty.
 - b. testify in court as a witness in a case in which he is not personally involved, or
 - c. testify in court in any suit arising out of the performance of the duties for, or employment with, the School Corporation.

The compensation shall be for the number of days mandated to perform such obligation.

2. A teacher shall receive no pay if subpoenaed as a witness in a suit:
 - a. in which the teacher is a party to the lawsuit, or
 - b. brought against the Board by any teacher or the Association.
This specific exception shall not apply if the teacher is subpoenaed as a witness by the Board in such suit.
3. The teacher shall give any checks earned for such service to the school employer and receive their regular contractual salary from the school employer.

E. Professional Leave

The Board, after appropriate administrative recommendation, may grant leave with pay to teachers to attend and/or participate in professional meetings, including but not limited to, educational workshops, seminars, conferences, legislative activities, and/or visitations in

other schools. Other expenses incurred under this provision may be paid upon administrative recommendation and Board approval.

F. Bereavement Leave

1. Teachers shall be granted up to seven (7) consecutive calendar days (with pay for contract days) leave for the death of a family member of their immediate family. The immediate family shall be defined as including father, mother, brothers, sisters, spouse, children, father-in-law, mother-in-law, grandchild, grandparent, or a person living in the home. Should the teacher not use all five (5) contract days at the time of the bereavement, one (1) day remaining of the five (5) contract days shall be available during the same school year for the teacher to settle estate matters.
2. Teachers shall be granted three (3) consecutive days leave for death of any other relative not defined as immediate family.
3. Bereavement leave shall begin on either the day of the death of the relative or the day following the day of death. When the funeral or memorial service is scheduled to be outside this time period, the teacher may appeal to the Superintendent or his/her designee to begin the bereavement leave at a time other than the day of death or the day after the death in order to accommodate attendance at the funeral.

G. Maternity Leave

Maternity leave may be taken consistent with Indiana statute. 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. 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 take 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.
2. During any unpaid portion of the leave the teacher may maintain coverage in any group insurance program by paying the total premium including the School Corporation's share attributable to the leave period.

H. Parental Leave

A teacher who is adding a child to their family due to one of the following reasons may use up to fifteen (15) days with pay for this purpose within the first year of the child's birth or placement of the child with the teacher:

1. The teacher (regardless of gender) becomes a parent because the child is born via natural childbirth.
2. The teacher (regardless of gender) becomes a parent via adoption.

- 440 3. The teacher (regardless of gender) becomes a legal guardian through a court
441 ordered placement of a child. The teacher is required to provide to the
442 Superintendent's Office a copy of the court order to support the basis for parental
443 leave.
444
- 445 4. The teacher (regardless of gender) becomes a foster care parent through a long
446 term foster care placement. Such foster placement may entitle a teacher to no
447 more than one parental leave per school year and such leave must terminate if the
448 placement ends during the leave. The teacher will provide documentation to the
449 Superintendent's Office confirming the foster care placement.
450

451 This leave shall be in addition to any leave to which the parent may be entitled through
452 Maternity Leave or Family and Medical Leave Act leave.
453

454 I. Absences/Job Related Injury
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456 (1) As a result of an act of employment, if an injury to a certified staff member
457 should arise out of an act of violence or battery, the school corporation will pay the
458 difference between the compensation paid by the insurance company and the certified
459 staff member's salary with no deduction from their accumulated sick leave. To qualify
460 for this, a police report should be filed and the principal shall certify that such injury was
461 the result of school-related student, parent, guardian or patron violence or battery.
462

463 J. Association Leave
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465 The President or President's designee will be allowed 10 days of association release time each
466 year with which to conduct association business (such as training, civic participation, etc.).
467 These ten days may be taken in whole or half day increments. Time spent for the Association's
468 bargaining team to meet with the School Corporation's bargaining team to conduct collective
469 bargaining negotiations will not be counted toward this leave allotment.
470

471 **ARTICLE VII**
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473 **GRIEVANCE PROCEDURE**
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475 This Grievance procedure, hereinafter referred to as "Procedure", stipulates the conditions under,
476 and the procedures by which, grievances alleged by certain certificated school employees as
477 defined in this Contract shall be processed. If any such grievances arise, there shall be no
478 stoppage or suspension of work because of such grievances; but such grievances shall be
479 submitted to the following grievance procedures.
480

481 A. Definitions
482

483 As used in this Procedure:
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- 485 1. A grievance shall be defined as an alleged violation, misinterpretation or
486 misapplication of : any state or administrative rule or regulation, policy of the Board,
487 specific Article or Section of this written Contract which directly affects the teacher
488 or teachers.
489

- 490 2. "Superintendent" means the chief administrative officer of the school Corporation, or
491 any person(s) designated by him/her to act in his/her behalf in dealing with
492 certificated school employees.
493
494 3. "Grievant" means the certificated school employee(s) directly affected by the alleged
495 violation making the claim.
496
497 4. "Days" means calendar days.
498

499 B. Structure
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- 501 1. Nothing herein contained shall be construed as limiting the right of any certificated
502 school employee having a grievance to proceed independently of this Procedure.
503
504 2. The grievant may be represented by any person(s) of his own choosing at all formal
505 levels of the Procedure, limited however to a total of three (3) representatives.
506
507 3. There shall be no additional evidence, material, allegation or remedy submitted by the
508 grievant or his representative during the grievance process, once a formal grievance
509 has been filed at Formal Level One, provided, however, that the Superintendent shall
510 waive the restrictions on additional evidence or material stipulated herein upon
511 request of the grievant provided that said additional evidence or material was either
512 not known or not available to the grievant at the time said grievance was filed at
513 Formal Level One.
514

515 C. Procedure
516

- 517 1. The number of days indicated at each level should be considered as maximum. The
518 time limits specified may, however, be extended by mutual agreement in writing of
519 the grievant and the Board.
520
521 2. Informal Grievance: within ten (10) days of the time the grievant first knew or
522 should have known of the act or condition upon which it is based, the grievant must
523 present the grievance to his principal or immediate supervisor or his designee by
524 meeting with him individually and privately, in an informal manner during non-
525 teaching hours. Failure of the grievant to so meet and discuss said alleged grievance
526 as provided herein shall prevent the grievant from filing said alleged grievance at any
527 formal grievance level(s). Within seven (7) days after presentation of the grievance,
528 the principal or immediate supervisor or his designee shall give his answer orally to
529 the grievant.
530
531 3. Formal Grievance
532
533 a. Level One (filing of grievance) - Within ten (10) days of the oral answer, if the
534 grievance is not resolved, it must be filed by the grievant with the principal or
535 immediate supervisor on the appropriate grievance form. The grievance form
536 shall provide the following information:
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538 i. name of certificated school employee involved;
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540 ii. statement of facts giving rise to the grievance;

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- iii. identify by specific reference all rules, regulations, policies of the Board or specific Article(s) or Sections(s) of this written Contract alleged to be violated;
 - iv. state the contention of the grievant with respect to the provision(s) of said Article or Sections;
 - v. indicate the specific relief requested.
 - vi. The formal grievance must be filed with the principal or immediate supervisor by registered mail, return receipt requested, or in person provided the grievant gets an initialed copy of the grievance as a receipt. A copy of the grievance will be forwarded to the Association president by the grievant. All postal fees for filing the grievance will be borne by the grievant. Within ten (10) days from the receipt of the grievance, the principal shall:
 - a) meet with the grievant and/or his representative(s);
 - b) forward a written decision on the appeal to the grievant and Association president;
 - c) the decision shall be forwarded by registered mail, return receipt requested. Postal fees for forwarding the written decision will be borne by the administration.
 - b. Level Two (appeal of Level One decision with Superintendent) - In the event that the grievance is not resolved at Level One, the grievant may appeal the decision to Level Two provided said appeal is filed with the Superintendent within seventeen (17) days after the administrator receives the written grievance. Such appeal shall include all material and evidence previously submitted at Level One. Appeals must be filed with the Superintendent by registered mail, return receipt requested, or in person provided the grievant gets an initialed copy of the grievance as a receipt, with a copy of all pertinent data forwarded to the principal and Association president. Postal fees for filing an appeal will be paid by the grievant.

578 Within ten (10) days from the receipt of the appeal, the receipt of the appeal, the
579 Superintendent shall:
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- i. meet with the grievant and/or his representatives(s);
 - ii. forward a written decision on the appeal to the grievant, principal and Association president;
 - iii. the decision shall be forwarded by registered mail, return receipt requested. Postal fees for forwarding the written decision will be borne by the administration.

590 In the event that additional time is necessary for investigation of all pertinent
591 facts, such additional time shall be allowed by mutual agreement.

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- c. Level Three (appeal to Board) - In the event the grievance is not resolved at Level Two, the grievant may file an appeal with the Board within seventeen (17) days after the Superintendent has received the appeal. Such appeal shall include all material and evidence previously submitted at Levels One and Two. A copy of all material and evidence of subject appeal must be forwarded by registered mail, return receipt requested, to the President of the Board, the Superintendent, Principal and the Association President. Postal fees for forwarding subject appeal shall be borne by the grievant.

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Within twenty-one (21) days after receipt of the appeal, the Board shall hold a formal hearing and render a decision on the grievance. The Board shall meet with aggrieved and his/her representative and explore all pertinent material and evidence submitted with the appeal.

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A written decision will be forwarded by registered mail, by the Board President or designee, return receipt requested, to the aggrieved, principal and Association president. Postal fees charged for the forwarding of the formal decision will be borne by the administration.

612 D. Miscellaneous

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1. Decisions rendered at all formal levels of this procedure shall be transmitted by registered mail, return receipt requested, or in person. (See Appendix J).
 2. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
 3. All necessary forms for grievance procedures set forth in this Procedure shall be provided by the Superintendent.
 4. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said time limits be extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.
 5. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held during non-teaching hours unless otherwise directed by the Board.
 6. No certificated school employee shall use this Procedure to appeal any decision by the Board or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
 7. Certificated school employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.

- 643 8. No reprisal of any kind shall be taken by or against any participant in the grievance
644 procedure by reasons of such participation.
645
646 9. Any grievance which arose prior to the effective date of this Contract shall not be
647 processed.
648
649 10. This Procedure supersedes and cancels all previous grievance policies or procedures,
650 verbal or written or based on alleged past practices or procedures, and constitutes the
651 entire procedure for the processing of grievances.
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653 ARTICLE VIII

654 SALARY

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657 A. Salary payments to be paid under the Contract shall be made in twenty-four (24) pays, as
658 reflected in Appendix K. All salary payments shall be made by Direct Deposit.
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660 B. A calendar of pay dates shall be made a part of this agreement and shall be presented in
661 Appendix K.
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663 C. The salary schedule for the applicable school year shall be as shown in Appendix A-1.
664 The Compensation Plan shall be shown in Appendix A-2.
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666 D. Any teacher newly employed with the Brown County School Corporation will be placed
667 on the salary schedule according to recognized teaching experience mirroring the salary
668 and placement of current employees with the same degree and number of years of
669 experience. Teachers with more than 5 years of experience may be hired with a 5-year
670 cap and would then be placed on the salary schedule mirroring current employees with
671 the same degree and five years of experience. Teachers with less than 5 years of
672 experience being hired in an area of academic need may be hired with up to 5 years of
673 experience, mirroring placement on the schedule with current employees with the same
674 degree and five years of experience. No teacher will be placed beyond level B as
675 described in this paragraph without the superintendent's notification to the BCEA
676 president that program needs cannot otherwise be met. A prospective teacher in an area
677 of limited supply may be accorded up to a mirrored level M at the discretion of the
678 Board. New hires employed prior to the ratification of this contract will have their
679 starting salaries adjusted upward \$750.
680
681 E. The amounts contained in (1) the salary schedule in Appendix A, (2) the extra duty
682 schedule in Appendix B, (3) the graduate semester hours payment herein contained in
683 Article VIII, Section E, include three percent (3.00%) of said amounts to be paid directly
684 to the Indiana State Retirement Fund by the school employer on behalf of each affected
685 teacher for payment of the teacher's share of such retirement contribution. Thus, the
686 individual teacher's contract for each affected teacher shall be written for the amount of
687 compensation payable which is less the said three percent (3.00%).
688
689 F. Any base salary increase earned by a teacher under this contract will be paid through a
690 retroactive amount once evaluation ratings are calculated with the remaining amount to
691 be distributed equally over the remaining pays of 2022-2023.
692
693

694 ARTICLE IX

695 INSURANCE

696 A. Life Insurance

697 The Board will pay toward the cost of a sixty thousand dollars (\$60,000) group term life
698 with accidental death benefit insurance plan for each full-time teacher employed under
699 regular contract and enrolled in the School Corporation's group life insurance plan. The
700 amount specified below, not to exceed the cost of the applicable premium, will be paid to
701 such insurance company or companies as is determined and selected solely by the Board:
702

703 \$100.00 per year.
704

705 An employee may purchase additional term life insurance in increments of \$10,000 up to
706 a maximum of \$60,000 at the employee's expense.
707

708 B. Health and Hospitalization

709 The Board will pay toward the cost of hospital, surgical and medical care type insurance
710 for each full-time teacher employed under regular contract and enrolled in the School
711 Corporation's group medical insurance plan. Up to the amounts specified below, not to
712 exceed the cost of the applicable premium, will be paid to such insurance company or
713 companies as is determined and selected solely by the Board.
714

715 For 2022-2023:
716

717 PPO Plan (\$2,000 deductible)
718

- 719
- | | | | |
|-----|----|----------------------------------|----------------------------|
| 720 | 1. | <u>Employee Single Coverage:</u> | up to \$7,339.83 per year |
| 721 | 2. | <u>Employee Child Coverage:</u> | up to \$12,811.98 per year |
| 722 | 3. | <u>Employee Spouse Coverage:</u> | up to \$14,495.84 per year |
| 723 | 4. | <u>Employee Family Coverage:</u> | up to \$21,650.36 per year |
- 724

725 HDHP Plan (\$3,000/\$6,000 deductible)
726

- 727
- | | | | |
|-----|----|----------------------------------|----------------------------|
| 728 | 1. | <u>Employee Single Coverage:</u> | up to \$7,400.21 per year |
| 729 | 2. | <u>Employee Child Coverage:</u> | up to \$12,847.60 per year |
| 730 | 3. | <u>Employee Spouse Coverage:</u> | up to \$14,526.56 per year |
| 731 | 4. | <u>Employee Family Coverage:</u> | up to \$21,415.05 per year |
- 732

733 HDHP Plan (\$6,000/\$12,000 deductible)
734

- 735
- | | | | |
|-----|----|----------------------------------|----------------------------|
| 736 | 1. | <u>Employee Single Coverage:</u> | up to \$7,408.46 per year |
| | 2. | <u>Employee Child Coverage:</u> | up to \$12,833.74 per year |
| | 3. | <u>Employee Spouse Coverage:</u> | up to \$14,483.17 per year |

4. Employee Family Coverage: up to \$21,548.70 per year

Current plan benefits will not be changed by the Board unless the Association has been given the opportunity to discuss and make recommendations concerning such change(s).

C. Income Protection

The Board will pay toward the cost of an income protection plan for each full-time teacher employed under regular contract and enrolled in the School Corporation's income protection plan. The Board will pay the amount specified below, not to exceed the cost of the applicable premium. The premium shall be averaged over the bargaining unit members. The average cost shall be the individual teacher premium for a plan which will provide for benefits of two-thirds (2/3) income to age sixty-five (65) for disabilities after a waiting period of ninety (90) days:

Up to \$200.00 per year.

D. Dental/Vision Insurance

The Board will pay toward the cost of a group dental and vision insurance plan for each full-time teacher employed under regular contract and enrolled in the School Corporation's group dental plan. The amount specified below, not to exceed the cost of the applicable premium, will be paid to such insurance company or companies as is determined and selected solely by the Board.

Dental:

1. Employee Single Coverage: Up to \$231.84 per year;
2. Employee Family Coverage: Up to \$731.42 per year.

Vision:

1. Employee Single Coverage: Up to \$57.22 per year;
2. Employee Family Coverage: Up to \$137.28 per year.

Plan benefits will not be changed by the Board unless the Association has been given the opportunity to discuss and make recommendations concerning such change(s).

E. Insurance Committee

The Board and the Association agree to the formation of an advisory insurance committee to assess the current insurance program(s), including coverage's, premiums, and carriers, and to investigate possible changes in coverage's, premiums, and carriers, and to make recommendations based on its findings to the Board and the Association.

The committee shall be composed of five (5) persons appointed by the Association President and five (5) persons appointed by the Superintendent to include administrators, non-certified personnel and/or school board members. Each academic year the

787 Association President or designee and the Superintendent or designee shall meet to
788 formulate a meeting schedule for the committee with the view of completing its
789 investigation and recommendations 60 days prior to the anniversary date. Committee
790 recommendations shall be reached by simple majority of all ten (10) members.
791 Committee meetings shall be open to all employees.
792

793 ARTICLE X

794 MISCELLANEOUS

- 795
796
797 A. The Board agrees to exercise its right to defend teachers pursuant to its powers under the
798 Indiana General School Powers Act of 1964, Chapter 301, Section 202, Paragraph 16,
799 when the teacher's action did not violate published Board policy.
800
801 B. The Board agrees to pay the cost of any and all expanded criminal history checks and
802 expanded child protection index checks that are required by the School Corporation or
803 per I.C. 20-26-5-10. This provision shall only apply to current employees and is
804 inapplicable to applicants for employment.
805
806 C. Early Retirement Incentive – If the Board would decide to offer an early retirement
807 incentive to teachers during the 2022-2023 school year, then the Superintendent will
808 notify eligible teachers of the terms of the early retirement incentive by no later than
809 March 1, 2023. If an early retirement incentive would be offered by the Board during the
810 2022-2023 school year and an eligible teacher would like to accept the incentive, then
811 such eligible teacher must notify the Superintendent of his/her intention to accept the
812 early retirement incentive by no later than May 1, 2023.
813

814 ARTICLE XI

815 TERM OF AGREEMENT

816
817 This Contract shall be effective as of July 1, 2022 and shall continue in effect through June 30,
818 2023.
819

820 Whenever any notice is required to be given by either of the parties to this Contract to the other
821 party, either shall do so by registered letter at the following addresses:
822

823 If by the Association to the Board, at

P.O. Box 38
Nashville, Indiana 47448

824
825
826 If by the Board to the Association, at:

701 John Street
Evansville, Indiana 47713

827
828
829 This Contract is made and entered into at Nashville, Indiana by and between the Board of School
830 Trustees of the Brown County Schools, State of Indiana, party of the first part, heretofore
831 referred to as the "Board", and the Brown County Educators' Association, party of the second
832 part, heretofore referred to as the "Association".
833

834 The undersigned also attest to the following:
835

- 836 a. A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana
837 law on September 7, 2022. Electronic participation was not available.

b. A public meeting in compliance with Indiana law was held on November 14, 2022 to discuss the tentative agreement and electronic participation was not available.

The Board and Association representatives attest to paragraph a above and the Board representatives attest to paragraph b above.

This Contract is so attested to by parties whose signatures appear below:

Camp/3owden
President, Board of School Trustees

Sarah Coelman
Co-President, Brown County Educators' Association

Greg Hoffman
Vice President, Board of School Trustees

NO CO-president (SC)
~~Co-President, Brown County~~
Educators' Association

Ernst Haas
~~Secretary, Board of School Trustees~~
SUPERintendent, BCS

Alphon Hanus
~~Secretary, Brown County Educators'~~ VP
Association

Ratification Date: November 17, 2022

Ratification Date: November 10, 2022

**APPENDIX A-1
COMPENSATION PLAN
THE BROWN COUNTY SCHOOLS
SALARY LEVELS**

867	Levels	<u>Bachelor (BS)</u>		<u>Masters (MS)</u>	
868		<u>Contract Amt.</u>	<u>Bachelors</u>	<u>Contract Amt.</u>	<u>Masters</u>
869		<u>Payroll</u>	<u>Plus 3% TRF</u>	<u>Payroll</u>	<u>Plus 3% TRF</u>
870					
871	A	41,750	43,002	45,750	47,122
872	B	42,625	43,904	47,500	48,925
873	C	43,500	44,805	49,250	50,727
874	D	44,375	45,706	51,000	52,530
875	E	45,250	46,607	52,750	54,332
876	F	46,125	47,509	54,500	56,135
877	G	47,000	48,410	56,250	57,937
878	H	47,875	49,311	58,000	59,740
879	I	48,750	50,212	59,750	61,542
880	J	49,625	51,114	61,500	63,345
881	K	50,500	52,015	63,250	65,147
882	L	51,375	52,916	65,000	66,950
883	M	52,250	53,817	66,750	68,752
884	N	53,125	54,719	68,500	70,555
885	O			70,250	72,357
886	P			72,000	74,160
887					

888 **APPENDIX A-2**

889 **Brown County Schools Compensation Plan**

890
891 **Salary Range**

892
893 The salary range is \$41,000 to \$69,500, not including TRF and prior to increases being applied
894 for the current contract year.

895
896 The salary range is \$41,750 to \$72,000, not including TRF, after increases are applied for the
897 current contract year.

898
899 **COMPENSATION MODEL**

900 The compensation model described below will be the compensation model utilized by the
901 parties.

902
903 **General Eligibility Criteria:**

904 1. Except as provided in #2 below, a teacher who received an evaluation rating of
905 ineffective or improvement necessary in the prior school year is not eligible for any salary
906 increase and remains at their prior year salary.

907 2. A teacher who is in the first two full school years of instructing students who receives
908 an evaluation rating of improvement necessary is eligible for a salary increase.

909
910 **Factors:**

911 The Brown County Schools Compensation Plan will be based upon performance using the
912 following three factors:

913 Evaluation

914 Education

915 Meeting the Academic Needs of Students

916
917 **Definition of Factors:**

918 1. Evaluation – The teacher must receive an evaluation rating of Effective or Highly
919 Effective from the Brown County Schools for the prior school year.

920 2. Education – The teacher has a master's degree in a content area as defined by the Indiana
921 Department of Education.

922 3. Meeting Academic Needs of Students –The need to retain all eligible teachers to provide
923 educational continuity for students.

924 **Distribution Description:** The parties have agreed to increase the salary schedule across the
925 board in the amount of \$750.00. Teachers who are eligible for an increase will advance one row
926 down on the schedule. There will be no column advancement.

927 EVALUATION = \$875

928 EDUCATION = \$875

929 ACADEMIC NEEDS = \$750 (reflecting the across the board increase to the salary schedule)

930

931 **Redistribution**

932 The money that would otherwise have been allocated for the salary increase of a teacher rated
933 Ineffective or Improvement Necessary shall be equally distributed to teachers rated Effective or
934 Highly Effective, in the form of a stipend by the end of the school year.

935

APPENDIX B-1

EXTRA DUTY SCHEDULE

The number of positions was not bargained and is listed for informational purposes only.

	<u>Contract Amount</u>	<u>Amount With 3% TRF</u>
<u>Group 1</u>	\$6,206	\$6,392
Basketball-Varsity Boys		
Basketball-Varsity Girls		
Football-Varsity		
<u>Group 2</u>	\$4,013	\$4,134
Volleyball-Varsity		
Baseball-Varsity		
Softball-Varsity		
Track-Varsity Boys		
Track-Varsity Girls		
Cross Country-Varsity		
Wrestling-Varsity		
Soccer – Varsity Boys		
Soccer – Varsity Girls		
Tennis – Varsity Boys		
Tennis – Varsity Girls		
Golf – Varsity Girls		
Golf – Varsity Boys		
<u>Group 3</u>	\$3,228	\$3,324
Basketball-Asst. Varsity Boys		
Basketball-Asst. Varsity Girls		
Football-Asst. Varsity (4)*		
Wrestling – Asst. Varsity		
Basketball – Junior Varsity Boys		
Basketball – Junior Varsity Girls		
<u>Group 4</u>	\$2,855	\$2,941
Band		
Cheerleading – HS		
Choral		
<u>Group 5</u>	\$2,606	\$2,684
Basketball-Freshman Boys		
Basketball-Freshman Girls		
<u>Group 6</u>	\$2,482	\$2,557
<u>Group 7</u>	\$2,234	\$2,302
Basketball-JH Boys (2)*		

987	Basketball-JH Girls (2)*		
988	Football – 7 th Grade		
989	Football – 8 th Grade		
990	Track – BCIS (2)*		
991	Track-JH Boys		
992	Track-JH Girls		
993	Cheerleading-JH		
994	Baseball-Asst. Varsity		
995	Softball – Asst. Varsity		
996	Volleyball-Asst. Varsity		
997			
998	<u>Group 8</u>	\$1,750	\$1,802.50
999	Summer Band		
1000	HS Spring Musical Director		
1001	HS Fall Play Director		
1002	Asst. Choral		
1003	BCHS Show Choir		
1004			
1005	<u>Group 9</u>	\$1,552	\$1,598
1006	Volleyball-JH (2)*		
1007	Volleyball – 7 th Grade		
1008	Volleyball – 8 th Grade		
1009	Wrestling-JH		
1010	Volleyball-Freshman		
1011			
1012	<u>Group 10</u>	\$1,490	\$1,535
1013	Baseball-JV		
1014	Softball-JV		
1015	Track-Asst. Varsity Girls (2)*		
1016	Track – Asst. Varsity Boys (2)*		
1017	Soccer-Asst. Varsity Boys		
1018	Soccer – Asst. Varsity Girls		
1019	Soccer – JV Boys		
1020	Cross Country-Asst. Varsity		
1021	HS Spring Musical – Pit Director		
1022	HS Spring Musical – Choir Director		
1023			
1024	<u>Group 11</u>	\$1,303	\$1,342
1025	Cross Country-JH		
1026	Wrestling-Asst. JH/HS		
1027	Yearbook-HS		
1028	Boys Tennis-JH		
1029	Girls Tennis – JH		
1030	BCJHS Show Choir		
1031			
1032	<u>Group 12</u>	\$1,241	\$1,278
1033	Student Council-HS		
1034	Yearbook/Newspaper-JH		
1035	Cheerleading-Asst. HS		
1036	Football-Asst. JH (2)*		
1037	Track-Asst. JH-Girls'		

1038	Track – Asst. JH Boys		
1039	Track – Asst.- BCIS		
1040	Cross Country Asst. - JH		
1041			
1042	<u>Group 13</u>	\$1,180	\$1,216
1043	Junior Class Sponsor (2)*		
1044	Science Olympiad		
1045			
1046	<u>Group 14</u>	\$993	\$1,023
1047	Dance Team HS		
1048	Basketball-6 th Grade Boys		
1049	Basketball-6 th Grade Girls		
1050	Basketball – 5 th Grade Boys		
1051	Basketball – 5 th Grade Girls		
1052	Volleyball – 5 th Grade		
1053	Volleyball – 6 th Grade		
1054			
1055	<u>Group 15</u>	\$930	\$959
1056	Senior Class Sponsor		
1057	Student Council-JH		
1058	Student Council - BCIS		
1059			
1060	<u>Group 16</u>	\$868	\$895
1061	History Day – HES		
1062	History Day – SES		
1063	History Day – VBS		
1064	History Day – BCIS		
1065	History Day – JH		
1066	History Day – HS		
1067	We the People – JH		
1068	We the People – HS		
1069	French Honor Society		
1070	Spanish Honor Society		
1071	Science Honor Society		
1072	Thespian Honor Society		
1073	National Honor Society-HS		
1074	Science Fair Coordinator – HES		
1075	Science Fair Coordinator – SES		
1076	Science Fair Coordinator – VBS		
1077	Science Fair Coordinator – BCIS		
1078	Science Fair Coordinator – JH		
1079	Science Fair Coordinator HS		
1080	History Club – BCHS		
1081	BCHS Bring Change to Mind Club		
1082			
1083	<u>Group 17</u>	\$807	\$832
1084	Newspaper-HS		
1085			
1086	<u>Group 17.5</u>	\$750	\$772.50
1087	HS Flag Coach – Summer		
1088	HS Flag Coach – Fall		

1089	HS Flag Coach - Winter		
1090			
1091	<u>Group 18</u>	\$684	\$705
1092	Academic – HS – Social Studies		
1093	Academic – HS – English		
1094	Academic – HS – Fine Arts		
1095	Academic – HS – Science		
1096	Academic – HS – Math		
1097	Academic – HS – Spell Bowl		
1098	Academic – HS - Interdisciplinary		
1099	Brain Game Sponsor		
1100	Robotics - JH		
1101	Robotics – HS		
1102	Robotics – BCIS		
1103	Asst. Science Olympiad		
1104			
1105	<u>Group 19</u>	\$622	\$641
1106	Academic – JH – Social Studies		
1107	Academic – JH – English		
1108	Academic – JH – Math		
1109	Academic – JH - Science		
1110	Aquila (Art)		
1111	Spell Bowl-JH		
1112			
1113	<u>Group 20</u>	\$559	\$576
1114	Intramural-HS		
1115	National Honor Society – JH		
1116	Math Bowl – HES		
1117	Math Bowl – SES		
1118	Math Bowl – VBS		
1119	Math Bowl – BCIS		
1120	Spell Bowl – HES		
1121	Spell Bowl – SES		
1122	Spell Bowl – VBS		
1123	Spell Bowl – BCIS		
1124	Science Bowl – HES		
1125	Science Bowl – SES		
1126	Science Bowl – VBS		
1127	Science Bowl – BCIS		
1128	JH Band		
1129	JH Choir		
1130	JH Drama		
1131	BCIS Choir		
1132	BCIS Band		
1133			
1134	<u>Group 21</u>	\$436	\$449
1135	Intramural JH		
1136	Intramural HS		
1137			
1138	<u>Group 22</u>	\$300	\$309
1139	BCIS/JH Summer Band Asst.		

1140			
1141	<u>Group 23- Aggregate Amount</u>	\$5,905	\$6,082
1142	Summer Conditioning per/hr.		
1143	Open Gym Assignments		
1144			
1145	<u>Instructional Tech Coaches (6)</u>	\$2,226	\$2,293
1146	BCJH – 1		
1147	BCHS – 1		
1148	HES – 1		
1149	SES – 1		
1150	VBS – 1		
1151	BCIS – 1		
1152			
1153	Master Teachers*	\$9,000	\$9,270
1154	BCMS – 1		
1155	BCHS – 2		
1156	HES – 1		
1157	SES – 1		
1158	VBS – 1		
1159			
1160	Mentor Teachers*	\$4,500	\$4,635
1161	BCMS – 2		
1162	BCHS – 3		
1163	HES – 2		
1164	SES – 3		
1165	VBS – 2		
1166			
1167	*The stipends for master teachers and mentor teachers will be editorially removed from the		
1168	contract on June 30, 2023.		
1169			
1170	<u>High Ability Coach (6)</u>	\$2,226	\$2,293
1171			
1172	<u>Equity and Inclusion Coach</u>	\$2,226	\$2,293
1173			
1174	<u>High Ability Coordinator (1)</u>	\$2,783	\$2,866
1175			
1176	<u>Regional Science Fair Coordinator (1)</u>	\$2,308	\$2,377
1177			
1178	Teachers will be compensated through the TAP evaluation model in accordance with the terms		
1179	of the TAP grant.		
1180			
1181	Extended Contracts shall be paid at the teacher's daily rate with a maximum of three hundred		
1182	dollars (\$300) per day.		
1183			

1184 **APPENDIX B-2**

1185 **ANCILLARY DUTIES**

1187
1188 Curriculum Rate \$25 per hour

1189 This rate is paid to a teacher for participating in professional development or participating on
1190 school committees.

1191
1192 Leading a Professional Development Activity \$35 per hour

1193
1194 Homebound Rate \$35 per hour

1195
1196 Summer School Rate \$35 per hour

1197
1198 Tutoring Rate \$35 per hour (Tutoring that is pre-approved by the building
1199 principal)

1200
1201 ESY Rate Teacher's daily rate based on a 6-hour day, as negotiated with the
1202 superintendent.

1203
1204 Working at School Sponsored ECA Events:

1205
1206 \$25 for less than 3 hours

1207 \$45 for 3+ hours

1208 \$65 for 6+ hours

1209
1210 December Teacher Work Day Exchange:

1211
1212 Teachers meeting the following requirements will be permitted to be off work with pay on the
1213 December Teacher Work Day in 2022:

- 1214
- 1215 • Elementary Teachers and BCIS Teachers who work 8 hours for Parent Teacher
 - 1216 Conferences
 - 1217 • JH/HS Teachers who work 8 hours of Parent Teacher Conferences, ECA Events or a
 - 1218 combination of both.
- 1219

1220 Teachers at Helmsburg Elementary, Van Buren Elementary, and Sprunica Elementary will be
1221 paid at their daily rate for two days each school year in exchange for their reduced classroom
1222 preparation time due to their longer daily student contact time. The principal in each building is
1223 responsible for tracking the time worked under this provision. The ancillary duty payment
1224 provided herein will be paid in one stipend.

1225
1226 After School Detention Rate: \$35.00 per hour

1227
1228 Virtual Teaching Positions: \$35.00 per hour for hours worked outside of the teacher contracted
1229 work day.

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1262

APPENDIX C

THE BROWN COUNTY SCHOOLS

SICK LEAVE BANK APPLICATION

The master contract provides for a Sick Leave Bank for Brown County Schools certificated personnel who apply within the time limits of the contract. I understand the use of days in the Sick Leave Bank will be governed by the provisions of the master contract and the sick leave bank committee.

This application should be filed with the Personnel Office within the first ten (10) teaching days of the school year.

Name _____ Building _____ Date _____
Print

Under the above conditions, I wish to contribute one (1) Sick Leave day to the Voluntary Sick Leave Bank for the 20 ____ - 20 ____ school year, if applicable.

Signature

APPENDIX D

THE BROWN COUNTY SCHOOLS

SICK LEAVE BANK APPLICATION

(All information received will be kept confidential by all members of the sick leave bank committee.)

Name _____

Home Address _____

Zip Code _____

Home Phone (____) _____

School _____

Years In Brown County School Corporation _____

I am applying for _____ days from the sick leave bank.

I hereby consent to the following rules and regulations:

1. All information given is sworn to be correct and accurate.
2. I will authorize my physician to forward all necessary information related to my disability for which this application is filed.
3. If additional days are needed, I will contact the sick leave bank committee and my physician.

Signature _____

Date _____

Please describe briefly the circumstances of your illness. (The more information the committee has the easier it will be for the committee to reach a decision.)

To be completed by Treasurer

Date of last sick leave day from applicant's reserve _____

Date of five uncompensated days _____

**APPENDIX E
THE BROWN COUNTY SCHOOLS**

RELEASE OF INFORMATION AND SICK LEAVE BANK PHYSICIAN'S REPORT

(This section to be completed by the applicant and forwarded to the physician.)

I authorize the transmittal by the physician named below, of all necessary information related to my disability in connection with my application for a grant from the Brown County School Corporation sick leave bank.

Applicant's Signature _____ Date _____
Address _____ Phone _____
Name Of Physician _____
Address _____ Phone _____

This section to be completed by Physician

Name of patient _____
Date of original consultation with patient _____
When do you estimate the patient will be able to return to duty?

Describe briefly the nature and circumstances of the disability:

Physician's Signature

Date

Return to: Brown County School Corporation
Superintendent's Office
P.O. Box 38
Nashville, Indiana 47448

APPENDIX F

THE BROWN COUNTY SCHOOLS

GRIEVANCE PROCEDURE FORM

NOTE: Informal Step -- Must be presented to principal or immediate supervisor within ten days from occurrence. Oral reply issued by principal within seven days.

1. Grievant: _____

Assignment/School: _____

Date _____

2. Grievance Facts: _____

3. Rule, Regulation, Policy or Contract Section Violated: _____

4. Contention (A longer statement may be attached. Please include date problem occurred):

5. Relief Requested: _____

Signature

APPENDIX G

THE BROWN COUNTY SCHOOLS

LEVEL ONE ---- To be filed within 10 days of oral answer with principal or immediate supervisor.

Date submitted to principal or immediate supervisor: _____

by registered mail: _____

witnessed in person: _____
(see form)

Disposition by principal and immediate supervisor: (Within 7 days by registered mail or witnessed in person verified by signature) to grievant and BCEA President.

Signature

Position of Grievant: _____

Signature

APPENDIX H

LEVEL TWO ---- To be filed with Superintendent within 17 days. To be answered within ten days of filing Level Two.

Date received by Superintendent: _____

by registered mail: _____

witnessed in person: _____

Meeting with Aggrieved occurred: _____

Disposition by superintendent: (Within 10 days) to grievant, principal or immediate supervisor, BCEA President, by registered mail or witnessed in person.

Signature

Position of Grievant: _____

Signature

Date

APPENDIX I

LEVEL THREE ---- May be appealed to the Board within 17 days after Superintendent has received the appeal; as per Article VII, Section C, Item 3c. A written decision shall be made within 21 days.

Date received by the Board: _____

by registered mail: _____

witnessed in person: _____

Disposition by Board: (Time Limit for answer) _____

Signature

Date

APPENDIX J

VERIFICATION OF TRANSACTION OF GRIEVANCE MATERIALS

1499
1500
1501
1502
1503

1504 Grievant Name _____

1505 Time and Date of Transaction _____

1506 Level of Transaction _____

1507 Verification of Transaction _____

1508 Grievant Signature _____

1509 BCEA Signature _____

1510

1511

1512 Administrators Signature _____

1513

1514 Witness of Signature by Staff Member _____

1515

APPENDIX K - SCHEDULE OF PAY DATES

1516	
1517	
1518	8/8/2022
1519	
1520	8/30/2022
1521	
1522	9/15/2022
1523	
1524	9/30/2022
1525	
1526	10/14/2022
1527	
1528	10/28/2022
1529	
1530	11/15/2022
1531	
1532	11/30/2022
1533	
1534	12/15/2022
1535	
1536	12/30/2022
1537	
1538	1/13/2023
1539	
1540	1/30/2023
1541	
1542	2/14/2023
1543	
1544	2/28/2023
1545	
1546	3/15/2023
1547	
1548	3/30/2023
1549	
1550	4/14/2023
1551	
1552	4/28/2023
1553	
1554	5/15/2023
1555	
1556	5/30/2023
1557	
1558	6/15/2023
1559	
1560	6/30/2023
1561	
1562	7/14/2023
1563	
1564	7/28/2023
1565	
1566	8/15/2023

RESOLUTION

WHEREAS, Indiana Code 20-28-9-1.5(a) provides that:

For school years beginning after June 30, 2022, a school corporation may provide a supplemental payment to a teacher in excess of the salary specified in the school corporation's compensation plan. A supplement provided under this subsection is not subject to collective bargaining but a discussion of the supplement must be held. Such a supplement is in addition to any increase permitted under subsection (b) [which is referencing I.C. 20-28-9-1.5(b)).

WHEREAS, the Board of School Trustees of the Brown County Schools desires to pay supplemental payments to be added to the base salaries of certain teachers as is authorized by this Resolution and as is permitted by Indiana Code 20-28-9-1.5(a).

NOW, THEREFORE, the Board adopts this Resolution which approves the following:

1. The Superintendent of Schools is specifically authorized to pay a supplemental payment in the following amounts to the following teachers:

Heather Sawyer - \$2,250

Jessie Spurgeon- \$4,000

Julia Riebl - \$5,750

2. The supplemental payments authorized herein are to be applied to each individual teacher's base salary.
3. The supplemental payments authorized herein are in addition to any salary the teacher will be paid pursuant to the master teacher contract that is in effect between the Board and the Brown County Educators' Association.

THIS RESOLUTION APPROVED this 18 day of November, 2022.

BROWN COUNTY SCHOOLS

Carmel Bowden
By its Board President

Attest:

Christy Mauller
By its Board Secretary
(Vice President for
absent Secretary)

2022 CBA COMPLIANCE CHECKLIST

ITEM	Page No.
School employer and exclusive representative identified	1
Bargaining unit description matches the IEERB Order in effect at time of ratification	4
Beginning and ending date of CBA (must end on or before June 30, 2023)	18
Ratification date (must be on or after September 15)	19
Signed by School Board President, Secretary, or Vice President	19
General definitions (definitions that apply to the whole CBA)	4
Grievance procedure (if arbitration used, must indicate if advisory or binding)	11 - 15
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)	4; 18
Salary for newly hired teacher (amount, schedule, or method of calculation)	15
Wages/compensation for ancillary duties	28
Wages/compensation for extracurricular duties	23 - 27
Compensation for extended contracts	27
Public hearing and public meeting attestations (include electronic participation information)	18 - 19
Compensation plan	21 - 22
If there are no salary increases, CBA includes a statement to that effect	N/A
Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers)	21
Full-time classroom teacher (instructs students at least 50% of the workday) salaries are at least \$40,000 or I.C. 20-28-9-26 report attached to CBA.	20; 21
Salary increases	21 - 22
<ul style="list-style-type: none"> Statement that teachers rated ineffective/improvement necessary are not eligible 	21
<ul style="list-style-type: none"> Based on at least two of the five statutory factors 	21
<ul style="list-style-type: none"> Definitions of factors (e.g. experience, academic needs, instructional leadership) 	21
<ul style="list-style-type: none"> How much each factor contributes to increase (by points, percentage, amount, etc.) 	22
<ul style="list-style-type: none"> Amount of increase (flat amount, % amount) or method for calculating amount 	22
<ul style="list-style-type: none"> The combination of education and experience (excluding increases to reduce the gap and teacher retention catch-up increases) does not exceed 50% of the maximum available salary increase 	21
<ul style="list-style-type: none"> If using a salary increase to reduce the gap, it must: (1) be clearly identified and (2) actually reduce the gap. 	N/A
<ul style="list-style-type: none"> If using a teacher retention catch-up salary increase it must: (1) be clearly identified, (2) attributed to a factor, (3) describe the teachers to whom the catch-up increase applies, (4) describe the increase amount or method of calculating, and (5) describe how the increase amount represents a comparison to the starting salary of new teachers. 	N/A
Redistribution provision or a statement explaining why redistribution not necessary	22

Reminders:

1. Clearly identify the Compensation Plan and make sure all salary increases are included and described in the compensation plan.
2. If you include non-bargainable items for informational purposes only (e.g., number of ECA positions, number of extended contract days, etc.), be sure to include a statement to that effect.
3. Ensure all date references in the CBA reflect the current contract period.
4. Ensure that the CBA is uploaded to Indiana Gateway by November 15th to avoid a declaration of impasse.
5. Ensure that the electronic participation information in CBA matches information in Indiana Gateway.