

**2023-2024
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	12
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	18
34	Article X	Miscellaneous	18
35	Article XI	Term of Agreement	19
36			

37	Appendix A-1 Salary Levels	20
38		
39	Appendix A-2 Compensation Plan	21
40		
41	Appendix B-1 Extra Duty Schedule	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		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		

86 ARTICLE I

87 RECOGNITION

88
89
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 SEVERABILITY

116
117 If any provision of this Contract is held to be contrary to law, then such provision shall not be
118 deemed valid and subsisting except to the extent permitted by law, but all other provisions shall
119 continue in full force and effect.

120
121 ARTICLE III

122 RETIREMENT/SEVERANCE

123
124 The 401(a) plan established for teachers, and the Plan administrator will be determined by the
125 Board after receiving a recommendation from a joint committee of the School Administration
126 and the Association.

127
128 A. 401(a) Plan

- 129
130 1. The Board will contribute \$625.00 per contract year to a 401(a) account for each
131 teacher who elects Plan A on or before September 1st. The plan will vest upon
132 completion of the 5th year of service to the Brown County School Corporation.
133
134
135

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

B. Medicare Bridge Benefit Program

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

1. To be eligible a teacher must meet all the following requirements and provisions:
 - a. Be at least 55 years of age during the school year for which the teacher applies to begin participation in the Program; and
 - b. Have not less than twenty (20) years teaching experience in this School Corporation; and
 - c. Have made a non-binding application to the Superintendent, in writing, for participation in the Program by July 1st of the year preceding retirement and have sent a binding letter of intent to retire to the Superintendent by April 1st of the year of retirement. In the event of an unforeseen retirement, the Board, at its discretion, may waive said July 1st notification date; and
 - d. Provide written evidence of permanent retirement from teaching.
2. A Program stipend shall be paid at the rate of Five Thousand Dollars (\$5,000.00) per year for each subsequent year following the year of retirement starting with the first regular pay in September up to and including the year the said teacher first reaches the normal Medicare eligibility age, or 10 years, whichever is less (the age at which one can retire and still collect full medical benefits). If the teacher qualifies for Part A of the Medicare Act before the September 1st payment is to be made, he/she will not receive the payment for that year or any subsequent years. Payment will be made monthly to the teacher's VEBA account. Such payment for an individual participating teacher shall remain fixed at the stated amount contained herein for the entire duration of such teacher's participation and shall not be changed for such teacher due to revision of the amount in a successor Contract.
3. The teacher who participates in the Program will not receive the salary, fringe benefits, or any other paid or unpaid benefits provided elsewhere in this Contract, except that such teacher may continue to be enrolled in the School Corporation's medical insurance plan for the duration of participation in the Program, and may apply said VEBA account toward the cost of the medical insurance plan, but such 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 2023-2024 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
455

- 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
458 the difference between the compensation paid by the insurance company and the
459 certified staff member's salary with no deduction from their accumulated sick
460 leave. To qualify for this, a police report should be filed and the principal shall
461 certify that such injury was the result of school-related student, parent, guardian
462 or patron violence or battery.
- 463 (2) The seven (7) day waiting period for workers' compensation will initially not be
464 charged against the employee's sick or personal leave and there will be no salary
465 loss during the waiting period if the injury or illness qualifies for Workers'
466 Compensation coverage. However, if the injury results in an absence length
467 sufficient to require the worker's compensation carrier to reimburse the employee
468 for the seven (7) day waiting period, the district may charge the employee's leave
469 time for the portion of the day reimbursed by the carrier. If the employee does
470 not have a sufficient number of leave days to charge against the employee's leave
471 time, then the school corporation will recoup the amount reimbursed by the
472 worker's compensation carrier from the employee's pay check.
473

474 J. Association Leave
475

476 The President or President's designee will be allowed 10 days of association release time each
477 year with which to conduct association business (such as training, civic participation, etc.).
478 These ten days may be taken in whole or half day increments. Time spent for the Association's
479 bargaining team to meet with the School Corporation's bargaining team to conduct collective
480 bargaining negotiations will not be counted toward this leave allotment.
481

482 **ARTICLE VII**
483

484 **GRIEVANCE PROCEDURE**
485

486 This Grievance procedure, hereinafter referred to as "Procedure", stipulates the conditions under,
487 and the procedures by which, grievances alleged by certain certificated school employees as
488 defined in this Contract shall be processed. If any such grievances arise, there shall be no

stoppage or suspension of work because of such grievances; but such grievances shall be submitted to the following grievance procedures.

A. Definitions

As used in this Procedure:

1. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of : any state or administrative rule or regulation, policy of the Board, specific Article or Section of this written Contract which directly affects the teacher or teachers.
2. "Superintendent" means the chief administrative officer of the school Corporation, or any person(s) designated by him/her to act in his/her behalf in dealing with certificated school employees.
3. "Grievant" means the certificated school employee(s) directly affected by the alleged violation making the claim.
4. "Days" means calendar days.

B. Structure

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

C. Procedure

1. The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement in writing of the grievant and the Board.
2. Informal Grievance: within ten (10) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to his principal or immediate supervisor or his designee by meeting with him individually and privately, in an informal manner during non-teaching hours. Failure of the grievant to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance,

the principal or immediate supervisor or his designee shall give his answer orally to the grievant.

3. Formal Grievance

- a. Level One (filing of grievance) - Within ten (10) days of the oral answer, if the grievance is not resolved, it must be filed by the grievant with the principal or immediate supervisor on the appropriate grievance form. The grievance form shall provide the following information:
 - i. name of certificated school employee involved;
 - ii. statement of facts giving rise to the grievance;
 - 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.

Within ten (10) days from the receipt of the appeal, the receipt of the appeal, the Superintendent shall:

- 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.

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

- 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.

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.

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.

D. Miscellaneous

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.

- 640
- 641 5. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level
- 642 Three shall be held during non-teaching hours unless otherwise directed by the Board.
- 643
- 644 6. No certificated school employee shall use this Procedure to appeal any decision by the
- 645 Board or administration if such decision is applicable to a State or Federal Regulatory
- 646 Commission or Agency.
- 647
- 648 7. Certificated school employees shall follow all written and verbal directives, even if
- 649 such directives are allegedly in conflict with this Contract. Compliance with such
- 650 directives will not in any way prejudice the certificated school employee's right to
- 651 file a grievance within the time limits herein, nor shall compliance affect the ultimate
- 652 resolution of the grievance.
- 653
- 654 8. No reprisal of any kind shall be taken by or against any participant in the grievance
- 655 procedure by reasons of such participation.
- 656
- 657 9. Any grievance which arose prior to the effective date of this Contract shall not be
- 658 processed.
- 659
- 660 10. This Procedure supersedes and cancels all previous grievance policies or procedures,
- 661 verbal or written or based on alleged past practices or procedures, and constitutes the
- 662 entire procedure for the processing of grievances.
- 663
- 664 11. The parties acknowledge that I.C. 20-29-6-9 states: "The obligation to bargain
- 665 collectively a matter does not prevent a school employee from petitioning the school
- 666 employer, governing body, or superintendent for a redress of the employee's grievances,
- 667 either individually or through the exclusive representative." That right is in no way
- 668 limited by this agreement.
- 669

670 ARTICLE VIII

671 SALARY

- 672
- 673
- 674 A. Salary payments to be paid under the Contract shall be made in twenty-four (24) pays, as
- 675 reflected in Appendix K. All salary payments shall be made by Direct Deposit.
- 676
- 677 B. Effective June 30, 2024, in order to reduce the length of time before they receive any
- 678 payment, any newly employed teacher may elect to have salary payments paid in twenty-five
- 679 (25) pays, as reflected in Appendix K, for their first year of employment only.
- 680
- 681 C. The salary schedule for the applicable school year shall be as shown in Appendix A-1.
- 682 The Compensation Plan shall be shown in Appendix A-2.
- 683
- 684 D. Any teacher newly employed with the Brown County School Corporation will be placed
- 685 on the salary schedule according to recognized teaching experience mirroring the salary
- 686 and placement of current employees with the same degree and number of years of
- 687 experience. Teachers with more than 5 years of experience may be hired with a 5-year
- 688 cap and would then be placed on the salary schedule mirroring current employees with
- 689 the same degree and five years of experience. Teachers with less than 5 years of
- 690 experience being hired in an area of academic need may be hired with up to 5 years of

experience, mirroring placement on the schedule with current employees with the same degree and five years of experience. No teacher will be placed beyond level B as described in this paragraph without the superintendent's notification to the BCEA president that program needs cannot otherwise be met. A prospective teacher in an area of limited supply may be accorded up to a mirrored level M at the discretion of the Board. New hires employed prior to the ratification of this contract will have their starting salaries adjusted upward \$500.

- E. The amounts contained in (1) the salary schedule in Appendix A, (2) the extra duty schedule in Appendix B, (3) the graduate semester hours payment herein contained in Article VIII, Section E, include three percent (3.00%) of said amounts to be paid directly to the Indiana State Retirement Fund by the school employer on behalf of each affected teacher for payment of the teacher's share of such retirement contribution. Thus, the individual teacher's contract for each affected teacher shall be written for the amount of compensation payable which is less the said three percent (3.00%).
- F. Any base salary increase earned by a teacher under this contract will be paid through a retroactive amount once evaluation ratings are calculated with the remaining amount to be distributed equally over the remaining pays of 2023-2024.

ARTICLE IX

INSURANCE

A. Life Insurance

The Board will pay toward the cost of a sixty thousand dollars (\$60,000) group term life with accidental death benefit insurance plan for each full-time teacher employed under regular contract and enrolled in the School Corporation's group life insurance 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:

\$100.00 per year.

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

B. Health and Hospitalization

The Board will pay toward the cost of hospital, surgical and medical care type insurance for each full-time teacher employed under regular contract and enrolled in the School Corporation's group medical insurance plan. Up to the amounts 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.

For 2023-2024:

PPO Plan (\$2,000 deductible)

1. Employee Single Coverage: up to \$7,339.83 per year
2. Employee Child Coverage: up to \$12,811.98 per year

3. Employee Spouse Coverage: up to \$14,495.84 per year
4. Employee Family Coverage: up to \$21,650.36 per year

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

1. Employee Single Coverage: up to \$7,400.21 per year
2. Employee Child Coverage: up to \$12,847.60 per year
3. Employee Spouse Coverage: up to \$14,526.56 per year
4. Employee Family Coverage: up to \$21,415.05 per year

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

1. Employee Single Coverage: up to \$7,408.46 per year
2. Employee Child Coverage: up to \$12,833.74 per year
3. Employee Spouse Coverage: 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 Association President or designee and the Superintendent or designee shall meet to formulate a meeting schedule for the committee with the view of completing its investigation and recommendations 60 days prior to the anniversary date. Committee recommendations shall be reached by simple majority of all ten (10) members. Committee meetings shall be open to all employees.

ARTICLE X

MISCELLANEOUS

- A. The Board agrees to exercise its right to defend teachers pursuant to its powers under the Indiana General School Powers Act of 1964, Chapter 301, Section 202, Paragraph 16, when the teacher's action did not violate published Board policy.
- B. The Board agrees to pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per I.C. 20-26-5-10. This provision shall only apply to current employees and is inapplicable to applicants for employment.
- C. Early Retirement Incentive – If the Board would decide to offer an early retirement incentive to teachers during the 2023-2024 school year, then the Superintendent will notify eligible teachers of the terms of the early retirement incentive by no later than March 1, 2024. If an early retirement incentive would be offered by the Board during the 2023-2024 school year and an eligible teacher would like to accept the incentive, then such eligible teacher must notify the Superintendent of his/her intention to accept the early retirement incentive by no later than May 1, 2024.

**ARTICLE XI
TERM OF AGREEMENT**

This Contract shall be effective as of July 1, 2023 and shall continue in effect through June 30, 2024.

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

If by the Association to the Board, at P.O. Box 38
Nashville, Indiana 47448

If by the Board to the Association, at: 701 John Street
Evansville, Indiana 47713


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

The undersigned also attest to the following:

- a. A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana law on September 28, 2023. Electronic participation was not available.
- b. A public meeting in compliance with Indiana law was held on October 25, 2023 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:



President, Board of School Trustees



Co-President, Brown County Educators' Association

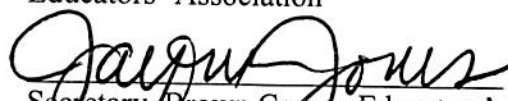


Vice-President, Board of School Trustees

Co-President, Brown County Educators' Association



Secretary, Board of School Trustees



Secretary, Brown County Educators' Association

Ratification Date: November 6, 2023

Ratification Date: October 17, 2023

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

885	Levels	<u>Bachelor (BS)</u>		<u>Masters (MS)</u>	
886		<u>Contract Amt.</u>	<u>Bachelors</u>	<u>Contract Amt.</u>	<u>Masters</u>
887		<u>Payroll</u>	<u>Plus 3% TRF</u>	<u>Payroll</u>	<u>Plus 3% TRF</u>
888					
889	A	42,250	43,517	46,250	47,637
890	B	43,125	44,419	48,000	49,440
891	C	44,000	45,320	49,750	51,242
892	D	44,875	46,221	51,500	53,045
893	E	45,750	47,122	53,250	54,847
894	F	46,625	48,024	55,000	56,650
895	G	47,500	48,925	56,750	58,452
896	H	48,375	49,826	58,500	60,255
897	I	49,250	50,727	60,250	62,057
898	J	50,125	51,629	62,000	63,860
899	K	51,000	52,530	63,750	65,662
900	L	51,875	53,431	65,500	67,465
901	M	52,750	54,332	67,250	69,267
902	N	53,625	55,234	69,000	71,070
903	O			70,750	72,872
904	P			72,500	74,675
905					

906 APPENDIX A-2

907 Brown County Schools Compensation Plan

908
909 **Salary Range**

910
911 The salary range is \$41,750 to \$72,000, not including TRF and prior to increases being applied
912 for the current contract year.

913
914 The salary range is \$42,250 to \$72,500, not including TRF, after increases are applied for the
915 current contract year.

916
917 **COMPENSATION MODEL**

918 The compensation model described below will be the compensation model utilized by the
919 parties.

920 **General Eligibility Criteria:**

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

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

926 **Factors:**

927 The Brown County Schools Compensation Plan will be based upon performance using the
928 following two factors:

929 Evaluation

930 Meeting the Academic Needs of Students

931 **Definition of Factors:**

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

934 2. Meeting Academic Needs of Students –The need to retain all eligible teachers to provide
935 educational continuity for students.

936 **Distribution Description:** The parties have agreed to increase the salary schedule across the
937 board in the amount of \$500.00. There will be no column advancement or row advancement
938 during the 2023-2024 school year. All eligible teachers will receive the \$500.00 across the board
939 increase to the salary schedule, which will be distributed as follows:

940 EVALUATION = \$250

941 ACADEMIC NEEDS = \$250

942
943
944
945
946
947
948
949
950
951
952
953

Redistribution

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

One-time Stipend for 2023-2024 School Year: All teachers will receive a one-time appreciation stipend in the amount of \$5,000 if they are employed by the Brown County Schools on the date the stipend is issued to teachers (except for teachers who retire from the Brown County Schools during or at the end of the first semester of the 2023-2024 school year). This stipend will be paid out in December 2023.

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)*		
Basketball-JH Girls (2)*		
Football – 7 th Grade		

1005	Football – 8 th Grade		
1006	Track – BCIS (2)*		
1007	Track-JH Boys		
1008	Track-JH Girls		
1009	Cheerleading-JH		
1010	Baseball-Asst. Varsity		
1011	Softball – Asst. Varsity		
1012	Volleyball-Asst. Varsity		
1013			
1014	<u>Group 8</u>	\$1,750	\$1,802.50
1015	Summer Band		
1016	HS Spring Musical Director		
1017	HS Fall Play Director		
1018	Asst. Choral		
1019	BCHS Show Choir		
1020			
1021	<u>Group 9</u>	\$1,552	\$1,598
1022	Volleyball-JH (2)*		
1023	Volleyball – 7 th Grade		
1024	Volleyball – 8 th Grade		
1025	Wrestling-JH		
1026	Volleyball-Freshman		
1027			
1028	<u>Group 10</u>	\$1,490	\$1,535
1029	Baseball-JV		
1030	Softball-JV		
1031	Track-Asst. Varsity Girls (2)*		
1032	Track – Asst. Varsity Boys (2)*		
1033	Soccer-Asst. Varsity Boys		
1034	Soccer – Asst. Varsity Girls		
1035	Soccer – JV Boys		
1036	Cross Country-Asst. Varsity		
1037	HS Spring Musical – Pit Director		
1038	HS Spring Musical – Choir Director		
1039			
1040	<u>Group 11</u>	\$1,303	\$1,342
1041	Cross Country-JH		
1042	Wrestling-Asst. JH/HS		
1043	Yearbook-HS		
1044	Boys Tennis-JH		
1045	Girls Tennis – JH		
1046	BCJHS Show Choir		
1047			
1048	<u>Group 12</u>	\$1,241	\$1,278
1049	Student Council-HS		
1050	Yearbook/Newspaper-JH		
1051	Cheerleading-Asst. HS		
1052	Football-Asst. JH (2)*		
1053	Track-Asst. JH-Girls'		
1054	Track – Asst. JH Boys		
1055	Track – Asst.- BCIS		

1056	Cross Country Asst. - JH		
1057			
1058	<u>Group 13</u>	\$1,180	\$1,216
1059	Junior Class Sponsor (2)*		
1060	Science Olympiad		
1061			
1062	<u>Group 14</u>	\$993	\$1,023
1063	Dance Team HS		
1064	Basketball-6 th Grade Boys		
1065	Basketball-6 th Grade Girls		
1066	Basketball – 5 th Grade Boys		
1067	Basketball – 5 th Grade Girls		
1068	Volleyball – 5 th Grade		
1069	Volleyball – 6 th Grade		
1070			
1071	<u>Group 15</u>	\$930	\$959
1072	Senior Class Sponsor		
1073	Student Council-JH		
1074	Student Council - BCIS		
1075			
1076	<u>Group 16</u>	\$868	\$895
1077	History Day – HES		
1078	History Day – SES		
1079	History Day – VBS		
1080	History Day – BCIS		
1081	History Day – JH		
1082	History Day – HS		
1083	We the People – JH		
1084	We the People – HS		
1085	French Honor Society		
1086	Spanish Honor Society		
1087	Science Honor Society		
1088	Thespian Honor Society		
1089	National Honor Society-HS		
1090	Science Fair Coordinator – HES		
1091	Science Fair Coordinator – SES		
1092	Science Fair Coordinator – VBS		
1093	Science Fair Coordinator – BCIS		
1094	Science Fair Coordinator – JH		
1095	Science Fair Coordinator HS		
1096	History Club – BCHS		
1097	BCHS Bring Change to Mind Club		
1098			
1099	<u>Group 17</u>	\$807	\$832
1100	Newspaper-HS		
1101			
1102	<u>Group 17.5</u>	\$750	\$772.50
1103	HS Flag Coach – Summer		
1104	HS Flag Coach – Fall		
1105	HS Flag Coach - Winter		
1106			

1107	<u>Group 18</u>	\$684	\$705
1108	Academic – HS – Social Studies		
1109	Academic – HS – English		
1110	Academic – HS – Fine Arts		
1111	Academic – HS – Science		
1112	Academic – HS – Math		
1113	Academic – HS – Spell Bowl		
1114	Academic – HS - Interdisciplinary		
1115	Brain Game Sponsor		
1116	Robotics - JH		
1117	Robotics – HS		
1118	Robotics – BCIS		
1119	Robotics – Elementary (3)*	\$684	\$705
1120	Asst. Science Olympiad		
1121			
1122	<u>Group 19</u>	\$622	\$641
1123	Academic – JH – Social Studies		
1124	Academic – JH – English		
1125	Academic – JH – Math		
1126	Academic – JH - Science		
1127	Aquila (Art)		
1128	Spell Bowl-JH		
1129			
1130	<u>Group 20</u>	\$559	\$576
1131	Intramural-HS		
1132	National Honor Society – JH		
1133	Math Bowl – HES		
1134	Math Bowl – SES		
1135	Math Bowl – VBS		
1136	Math Bowl – BCIS		
1137	Spell Bowl – HES		
1138	Spell Bowl – SES		
1139	Spell Bowl – VBS		
1140	Spell Bowl – BCIS		
1141	Science Bowl – HES		
1142	Science Bowl – SES		
1143	Science Bowl – VBS		
1144	Science Bowl – BCIS		
1145	JH Band		
1146	JH Choir		
1147	JH Drama		
1148	BCIS Choir		
1149	BCIS Band		
1150			
1151	<u>Group 21</u>	\$436	\$449
1152	Intramural JH		
1153	Intramural HS		
1154			
1155	<u>Group 22</u>	\$300	\$309
1156	BCIS/JH Summer Band Asst.		
1157			

1158	<u>Group 23- Aggregate Amount</u>	\$5,905	\$6,082
1159	Summer Conditioning per/hr.		
1160	Open Gym Assignments		
1161			
1162	<u>Instructional Tech Coaches (6)</u>	\$2,226	\$2,293
1163	BCJH – 1		
1164	BCHS – 1		
1165	HES – 1		
1166	SES – 1		
1167	VBS – 1		
1168	BCIS – 1		
1169			
1170	Ted Ed Leaders (5)	\$2,500	\$2,575
1171			
1172	Department Heads – Middle and High (6)	\$2,226	\$2,293
1173			
1174	High Ability Coach (6)	\$2,226	\$2,293
1175			
1176	Equity and Inclusion Coach	\$2,226	\$2,293
1177			
1178	High Ability Coordinator (1)	\$2,783	\$2,866
1179			
1180	Regional Science Fair Coordinator (1)	\$2,308	\$2,377
1181			
1182	The number of positions is included for informational purposes only and was not bargained.		
1183			
1184	Extended Contracts shall be paid at the teacher's daily rate with a maximum of three hundred		
1185	dollars (\$300) per day.		
1186			

APPENDIX B-2

ANCILLARY DUTIES

Curriculum Rate \$25 per hour

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

Leading a Professional Development Activity \$35 per hour

Homebound Rate \$35 per hour

Summer School Rate \$35 per hour

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

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

Working at School Sponsored ECA Events:

\$25 for less than 3 hours

\$45 for 3+ hours

\$65 for 6+ hours

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

After School Detention Rate: \$35.00 per hour

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

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

1393
1394
1395
1396
1397
1398
1399

1400
1401
1402
1403
1404
1405
1406

1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417

1418
1419
1420
1421
1422
1423
1424
1425
1426
1427

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

1493
1494
1495
1496
1497

1498 Grievant Name _____

1499 Time and Date of Transaction _____

1500 Level of Transaction _____

1501 Verification of Transaction _____

1502 Grievant Signature _____

1503 BCEA Signature _____

1504

1505

1506 Administrators Signature _____

1507

1508 Witness of Signature by Staff Member _____

1509

1510
1511
1512

APPENDIX K - SCHEDULE OF PAY DATES
2023-2024

	Date Payable	# of Days in Payroll
	8/30/2023	11
	9/15/2023	12
	9/29/2023	10
	10/13/2023	10
	10/30/2023	11
	11/15/2023	12
	11/30/2023	11
	12/15/2023	11
	12/29/2023	10
	1/12/2024	10
	1/30/2024	12
	2/15/2024	12
	2/29/2024	10
	3/15/2024	11
	3/29/2024	10
	4/15/2024	11
	4/30/2024	11
	5/15/2024	11
	5/30/2024	11
	6/14/2024	11
	6/28/2024	10
	7/15/2024	11
	7/30/2024	11
	8/15/2024	12
ECA pays 10-17-23, 2-20-24, and 5-20-24		

1513
1514

1515
1516
1517
1518

APPENDIX K (CONT.)

Effective June 30, 2024

Certified Payroll Schedule	Date Payable	Contract Payroll #
<i>*New hire 25th pay</i>	<i>8/15/2024</i>	
<i>Payroll Date</i>	<i>8/30/2024</i>	<i>1</i>
<i>Payroll Date</i>	<i>9/13/2024</i>	<i>2</i>
<i>Payroll Date</i>	<i>9/30/2024</i>	<i>3</i>
<i>Payroll Date</i>	<i>10/15/2024</i>	<i>4</i>
<i>Payroll Date</i>	<i>10/30/2024</i>	<i>5</i>
<i>Payroll Date</i>	<i>11/15/2024</i>	<i>6</i>
<i>Payroll Date</i>	<i>11/29/2024</i>	<i>7</i>
<i>Payroll Date</i>	<i>12/13/2024</i>	<i>8</i>
<i>Payroll Date</i>	<i>12/30/2024</i>	<i>9</i>
<i>Payroll Date</i>	<i>1/15/2025</i>	<i>10</i>
<i>Payroll Date</i>	<i>1/30/2025</i>	<i>11</i>
<i>Payroll Date</i>	<i>2/14/2025</i>	<i>12</i>
<i>Payroll Date</i>	<i>2/28/2025</i>	<i>13</i>
<i>Payroll Date</i>	<i>3/14/2025</i>	<i>14</i>
<i>Payroll Date</i>	<i>3/28/2025</i>	<i>15</i>
<i>Payroll Date</i>	<i>4/15/2025</i>	<i>16</i>
<i>Payroll Date</i>	<i>4/30/2025</i>	<i>17</i>
<i>Payroll Date</i>	<i>5/15/2025</i>	<i>18</i>
<i>Payroll Date</i>	<i>5/30/2025</i>	<i>19</i>
<i>Payroll Date</i>	<i>6/13/2025</i>	<i>20</i>
<i>Payroll Date</i>	<i>6/30/2025</i>	<i>21</i>
<i>Payroll Date</i>	<i>7/15/2025</i>	<i>22</i>
<i>Payroll Date</i>	<i>7/30/2025</i>	<i>23</i>
<i>Payroll Date</i>	<i>8/15/2025</i>	<i>24</i>
<i>ECA pays 10/21/24, 2/20/25, and 5/20/25</i>		

1519

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. 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 who have newly attained their master's degree:

Megan Purlee: \$11,875

Kera Hayworth: \$8,375

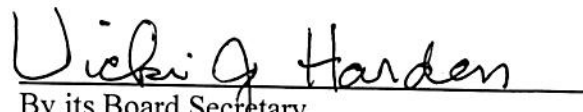
2. The supplemental payments authorized herein are to be applied to each individual teacher's base salary.
3. The supplemental payments authorized herein are in addition to any salary the teacher will be paid pursuant to the master teacher contract that is in effect between the Board and the Brown County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

THIS RESOLUTION APPROVED this 6th day of November, 2023.

BROWN COUNTY SCHOOLS


By its Board President

Attest:


By its Board Secretary

2023 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, 2025)	19
Ratification date (must be on or after September 15 and at least 72 hours after TA meeting)	19
Signed by School Board President, Secretary, or Vice President and exclusive representative	19
General definitions (definitions that apply to the whole CBA)	4
Grievance procedure (if arbitration used, must indicate if advisory or binding)	11
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)	N/A
Salary for new teachers (amount, schedule, or method of calculation)	15-16
Wages/compensation for ancillary duties	28
Wages/compensation for extracurricular duties	23
Compensation for extended contracts	27
Public hearing and public meeting attestations (include electronic participation information)	19
Compensation Plan	
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	9
Salary increases	
Statement that teachers rated ineffective/improvement necessary are not eligible	21
Based on at least two of the five statutory factors	21
Definitions of factors (e.g., experience, academic needs, instructional leadership)	21
How much each factor contributes to increase (by points, percentage, amount, etc.)	21
Amount of increase (flat amount, % amount) or method for calculating amount	21
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	N/A
If using a salary increase to reduce the gap, it must: (1) be clearly identified and (2) actually reduce the gap	N/A
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 is 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.

