2024-2025

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".

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ARTICLE I

RECOGNITION

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

B. Definitions

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

- C. The term "School Corporation", when used in this Contract, shall refer to the Brown County Schools of the County of Brown of the State of Indiana.
- D. The term "Board" shall mean the Board of School Trustees of the Brown County Schools and shall include authorized officers, representatives and agents. The term "Association" shall mean the Brown County Educators' Association and shall include authorized officers, representatives, and agents.
- E. The term "days" shall mean school day, except when such term is expressly defined as "calendar days."

ARTICLE II

SEVERABILITY

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

ARTICLE III

RETIREMENT/SEVERANCE

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

A. $\underline{401}$ (a) Plan

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

- 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) pays 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-

B. <u>Sick Leave Bank</u>

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. <u>Court Appearances</u>

- 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. <u>Maternity Leave</u>

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 twenty (20) 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.
- 3. The teacher (regardless of gender) becomes a legal guardian through a court ordered placement of a child. The teacher is required to provide to the Superintendent's Office a copy of the court order to support the basis for parental leave.
- 4. The teacher (regardless of gender) becomes a foster care parent through a long term foster care placement. Such foster placement may entitle a teacher to no more than one parental leave per school year and such leave must terminate if the placement ends during the leave. The teacher will provide documentation to the Superintendent's Office confirming the foster care placement.

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

I. <u>Absences/Job Related Injury</u>

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

J. Association Leave

The President or President's designee will be allowed 15 days of association release time each year with which to conduct association business (such as training, civic participation, etc.). These ten days may be taken in whole or half day increments. Time spent for the Association's bargaining team to meet with the School Corporation's bargaining team to conduct collective bargaining negotiations will not be counted toward this leave allotment.

ARTICLE VII

GRIEVANCE PROCEDURE

This Grievance procedure, hereinafter referred to as "Procedure", stipulates the conditions under, and the procedures by which, grievances alleged by certain certificated school employees as 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. <u>Miscellaneous</u>

- 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.

- 8. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reasons of such participation.
- 9. Any grievance which arose prior to the effective date of this Contract shall not be processed.
- 10. This Procedure supersedes and cancels all previous grievance policies or procedures, verbal or written or based on alleged past practices or procedures, and constitutes the entire procedure for the processing of grievances.
- 11. The parties acknowledge that I.C. 20-29-6-9 states: "The obligation to bargain collectively a matter does not prevent a school employee from petitioning the school employer, governing body, or superintendent for a redress of the employee's grievances, either individually or through the exclusive representative." That right is in no way limited by this agreement.

ARTICLE VIII

SALARY

- A. Salary payments to be paid under the Contract shall be made in twenty-four (24) pays, as reflected in Appendix K. All salary payments shall be made by Direct Deposit.
- B. In order to reduce the length of time before they receive any payment, any newly employed teacher may elect to have salary payments paid in twenty-five (25) pays, as reflected in Appendix K, for their first year of employment only.
- C. The salary schedule for the applicable school year shall be as shown in Appendix A-1. The Compensation Plan shall be shown in Appendix A-2.
- D. Any teacher newly employed with the Brown County School Corporation will be placed on the salary schedule in Appendix A-1 according to their recognized years of teaching experience and education degree. In the Bachelor's column, Level A shall equate to zero years of experience, Level B one year of experience, Level C two years of experience and so on. In the Master's column, Level C shall equate to zero years of experience, Level D one year of experience, Level E two years of experience and so on.
 - Teachers hired prior to ratification will have their starting salaries adjusted upward in an amount necessary to place them in the new salary schedule based upon their years of experience and education.
- E. The Corporation agrees to contribute each teacher's contribution of three percent (3%) of gross income to INPRS for all INPRS covered income.
- 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 2024-2025.
- G. Extended contracts shall be compensated at the bargaining member's regular daily rate of pay and long-term additional class assignments shall be compensated at the bargaining unit member's regular hourly rate for the entire duration of the assignment.

A long-term additional class assignment shall be defined as one or more weeks with ordinary teacher responsibilities for the classroom. This definition is the School Corporation's policy, is included for informational purposes and was not bargained.

For all purposes under this contract, regular daily rate and regular hourly rate shall be calculated as follows:

- 1. Regular daily rate shall be calculated as annual salary divided by 184.
- 2. Regular hourly rate shall be calculated as regular daily rate divided by 6.

ARTICLE IX

INSURANCE

A. <u>Life Insurance</u>

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. <u>Health and Hospitalization</u>

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.

From July 1, 2024 through December 31, 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. <u>Employee Single Coverage</u>: 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:**

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

Effective January 1, 2025, the Corporation's share of health insurance premiums will be 80% and the employee's share will be 20% across all plans.

up to \$21,415.05 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. <u>Insurance Committee</u>

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, Paragraph16, 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 2024-2025 school year, then the Superintendent will notify eligible teachers of the terms of the early retirement incentive by no later than March 1, 2025. If an early retirement incentive would be offered by the Board during the 2024-2025 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, 2025.

ARTICLE XI TERM OF AGREEMENT

This Contract shall be effective as of July 1, 2024 and shall continue in effect through June 30, 2025.

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 19, 2024. Electronic participation was not available.
- b. A public meeting in compliance with Indiana law was held on October 21, 2024 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

Vice-President, Board of School Trustees

Secretary, Board of School Trustees

Ratification Date: November 4, 2024

Co-President, Brown County Educators'

Association

Co-President, Brown County

Educators' Association

Secretary, Brown County Educators'

Association

Ratification Date: October 15, 2024

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

LEVEL	<u>BS</u>	MS	Level
Α	47500		
В	48500		
С	49500	51500	С
D	50500	52500	D
E	51500	53500	E
F	52500	54500	F
G	53500	55500	G
Н	54500	56500	Н
1	55500	57500	l l
J	56500	58500	1
K	57500	59500	K
L	58500	60500	L
M	59500	61500	M
N	60500	62500	N
0	61500	63500	0
Р	62500	64500	Р
		65500	Q
		66500	R
		67500	S
		68500	T
		69500	U
		70500	V
		71500	W
		72500	X
		73500	Y
		74500	Z
		75500	AA
		76500	BB
		77500	CC
	12	78500	DD
		79500	EE
		80500	FF

APPENDIX A-2

Brown County Schools Compensation Plan

Salary Range

The salary range is \$42,250 to \$72,500, not including TRF and prior to increases being applied for the current contract year.

The salary range is \$47,500 to \$80,500, not including TRF, after increases are applied for the current contract year.

COMPENSATION MODEL

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

General Eligibility Criteria:

- 1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
- 2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.

Factors:

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

Evaluation

Meeting the Academic Needs of Students

Education

Definition of Factors:

- 1. Evaluation The teacher must receive an evaluation rating of Effective or Highly Effective from the Brown County Schools for the prior school year.
- 2. Meeting Academic Needs of Students Definition #1 The need to retain eligible teachers with one or more years' experience with a salary at or below the new teacher minimum by increasing these teachers' salaries up by an additional \$5,000 to \$6,000 in comparison to the increases for new hires with the same education and years of experience.
- 3. Education Possession of a content area master's degree. Content area is as defined by the IDOE.

4. Meeting Academic Needs of Students Definition #2 - The need to retain teachers who have a base salary that is three or more years below the starting salary for a new teacher with the same education and years of experience.

<u>Distribution Description</u>: The parties have bargained a new salary schedule, which is set out in Appendix A-1.

Eligible teachers will be transitioned into the new salary schedule in the column matching their highest content area degree and at a row level that is at least \$5,000 but less than \$6,000 above their current base salary as established by the Superintendent. The differentiated base salary increase a teacher receives in the transition into the new salary schedule is a teacher retention catch-up and is attributable to the eligible teacher satisfying the factor for meeting academic needs of students definition #1.

After being placed in the new salary schedule, all eligible returning teachers who satisfy the evaluation factor will take one step down in their respective degree column for an additional base salary increase of \$1,000. (Evaluation =\$1,000).

Eligible teachers who are in the bachelor's column and who satisfy the evaluation and education factors will move horizontally on the same row into the master's column for an additional base salary increase of \$2,000. (Evaluation = \$1000 and Education = \$1,000).

Eligible teachers who are not at the top salary in the master's column and satisfy the education and evaluation factors will take a step from their current row to the next row of the same color in the master's column for an additional \$2,000 base salary increase. (Evaluation =\$1,000 and Education=\$1,000).

This next additional base salary increase is a teacher retention catch-up for eligible teachers who meet the factor for meeting academic needs of students definition #2:

- * Bachelors teachers who are 3 steps behind based upon their total years of experience = \$1,000
- * Bachelors teachers who are 4 steps behind based upon their total years of experience = \$2,000
- * Bachelors teachers who are 5 steps behind based upon their total years of experience = \$3,000
- * Bachelors teachers are 6+ steps behind based upon their total years of experience = \$4,000
- * Master's teachers who are 3 steps behind based upon their total years of experience = \$2,000
- * Master's teachers who are 4 steps behind based upon their total years of experience = \$4,000

- * Master's teachers who are 5 steps behind based upon their total years of experience = \$6,000
- * Master's teacher who are 6+ steps behind based upon their total years of experience = \$8,000

Because the academic needs increases are designated as teacher retention catch-ups, they are exempt from the 50% calculation despite including education and experience components. The maximum total increase a teacher will receive for the 2024-2025 school year is \$15,750. The total amount attributable to the education factor is less than 50% (\$1,000/\$15,750 = .06%).

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.

Any teacher in the maximum row in their respective column who is eligible for a salary increase shall receive a stipend equal to the step size for their respective column (BS:\$1000 or MS:\$2000). However, teachers in the maximum row in the MS Blue column who are eligible for a salary increase shall progress to the maximum row in the MS Gold Column (\$1000) and receive the difference between that increase and the normal step size for the Master's column (\$1000) as a stipend in that year. That teacher shall then receive a stipend for the full MS column step (\$2000) in any subsequent year.

APPENDIX B-1

EXTRA DUTY SCHEDULE

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

The entire Extra Duty Schedule below reflects a 3% increase compared to the prior school year's Extra Duty Schedule.

Duty S	chedule.	
		Contract Amount
<u>Group</u>	1 Basketball-Varsity Boys Basketball-Varsity Girls Football-Varsity	\$6,392
Group	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 Girls Tennis — Varsity Girls Golf — Varsity Girls Golf — Varsity Girls	\$4,134
Group	Basketball-Asst. Varsity Boys Basketball-Asst. Varsity Girls Football-Asst. Varsity (4)* Wrestling – Asst. Varsity Basketball – Junior Varsity Boys Basketball – Junior Varsity Girls	\$3,324
Group	Band Cheerleading – HS Choral BCHS Show Choir Summer Band	\$2,941
Group	<u>5</u> Basketball-Freshman Boys Basketball-Freshman Girls	\$2,684
Group	6 There are currently no positions in this	\$2,557 group.

Group 7 \$2,302 Basketball-JH Boys (2)* Basketball-JH Girls (2)* Football – 7th Grade Football – 8th Grade Track-JH Boys Track-JH Girls Cheerleading-JH Baseball-Asst. Varsity Softball – Asst. Varsity Volleyball-Asst. Varsity Group 8 \$1,802.50 **HS Spring Musical Director HS Fall Play Director** Group 9 \$1,598 Volleyball-JH (2)* Volleyball – 7th Grade Volleyball – 8th Grade Wrestling-JH Volleyball-Freshman Group 10 \$1,535 Baseball-JV Softball-JV Track-Asst. Varsity Girls (2)* Track – Asst. Varsity Boys (2)* Soccer-Asst. Varsity Boys Soccer – Asst. Varsity Girls Soccer – JV Boys Cross Country-Asst. Varsity HS Spring Musical – Pit Director HS Spring Musical – Choir Director Group 11 \$1,342 Cross Country-JH Wrestling-Asst. JH/HS Yearbook-HS Boys Tennis-JH Girls Tennis – JH Group 12 \$1,278 Student Council-HS Cheerleading-Asst. HS Football-Asst. JH (2)* Track-Asst. JH-Girls' Track – Asst. JH Boys Cross Country Asst. - JH

	3 Junior Class Sponsor (2)* Science Olympiad	\$1,216
)))	Dance Team HS Basketball-6 th Grade Boys Basketball-6 th Grade Girls Basketball – 5 th Grade Boys Basketball – 5 th Grade Girls Volleyball – 5 th Grade	\$1,023
	<u>5</u> Senior Class Sponsor Student Council-JH	\$959
	History Day – JH History Day – HS Spanish Honor Society Science Honor Society Thespian Honor Society National Honor Society-HS Science Fair Coordinator – HES Science Fair Coordinator – SES Science Fair Coordinator – VBS History Club – BCHS BCHS Bring Change to Mind Club	\$895
Group 17	<u>7</u> Newspaper-HS	\$832
1	7.5 HS Flag Coach – Summer HS Flag Coach – Fall HS Flag Coach - Winter	\$772.50
1 2 2 2 1 1 1	Academic – HS – Social Studies Academic – HS – English Academic – HS – Fine Arts Academic – HS – Science Academic – HS – Math Academic – HS – Spell Bowl Academic – HS - Interdisciplinary Robotics – JH Robotics – HS Robotics – Elementary (3)*	\$705
Group 19	9	\$641

Academic – JH – English Academic – JH – Math Academic – JH - Science Aquila (Art) Spell Bowl-JH Group 20 \$576 Intramural-HS National Honor Society – JH Math Bowl – HES Math Bowl - SES Math Bowl - VBS Spell Bowl - HES Spell Bowl – SES Spell Bowl - VBS Science Bowl – HES Science Bowl - SES Science Bowl - VBS JH Band JH Choir JH Drama D & D Game Club Group 21 \$449 Intramural HS Group 22- Aggregate Amount \$6,082 Summer Conditioning per/hr. Open Gym Assignments Instructional Tech Coaches (5) \$2,293 BCJH - 1BCHS - 1HES-1SES - 1VBS - 1Ted Ed Leaders (5) \$2,575 Department Heads – Middle and High (6) \$2,293 High Ability Coach (6) \$2.293 Equity and Inclusion Coach \$2,293 High School Testing Coordinator \$2,293

Academic – JH – Social Studies

Regional Science Fair Coordinator (1) \$2,377

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

Extended Contracts shall be paid at the teacher's daily rate with a maximum of three hundred dollars (\$300) per day.

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 _____ school year, if applicable.

Signature

APPENDIX D

THE BROWN COUNTY SCHOOLS

SICK LEAVE BANK APPLICATION

(All information received will be kept confidence committee.)	ential by all members of the sick leave bank
Name	
Home Address	Zip Code
Home Phone ()	
Years In Brown County School Corporation	
I am applying for days from the	sick leave bank.
I hereby consent to the following rules	s and regulations:
disability for which this applica	o forward all necessary information related to my
Signature	Date
Please describe briefly the circumstances of y has the easier it will be for the committee to re	your illness. (The more information the committee each a decision.)
To be completed by Treasurer	
Date of last sick leave day from applicant's re	eserve

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 ab	•		
Describe briefly the nature and circumstance			
	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.

Grievant:		
	ol:	
Date		
	Policy or Contract Section Violated:	
	nger statement may be attached. Please incl	ude date problem o
Contention (A lo	nger statement may be attached. Please incl	ude date problem o
Contention (A lo	nger statement may be attached. Please incl	ude date problem o

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 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 Superintenden	t:
by registered mai	il:
	n:
Meeting with Aggrieved occurre	ed:
supervisor, BCEA President, by	(Within 10 days) to grievant, principal or immediategistered 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 I	Limit for answer)	
		_
	Signature	
	Date	

APPENDIX J

VERIFICATION OF TRANSACTION OF GRIEVANCE MATERIALS

Grievant Name
Time and Date of Transaction
Level of Transaction
Verification of Transaction
Grievant Signature
BCEA Signature
Administrators Signature
Witness of Signature by Staff Member

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
	10/13/202	
	3	10
	10/30/202 3	11
	11/15/202	
	3	12
	11/30/202	
	12/15/202	11
	3	11
	12/29/202	
	3	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		

(This payroll calendar has been kept in the contract because some of the payrolls fall into the 24/25 school year.)

APPENDIX K (CONT.)

Effective June 30, 2024

Certified Payroll Schedule	Date Payable	Contrac t Payroll #
*New hire 25th pay	8/15/2024	
Payroll Date	8/30/2024	1
Payroll Date	9/13/2024	2
Payroll Date	9/30/2024	3
Payroll Date	10/15/202	4
Payroll Date	10/30/202	
1 dyron bate	11/15/202	5
Payroll Date	4	6
Payroll Date	11/29/202	7
	12/13/202	
Payroll Date	4	8
Payroll Date	12/30/202 4	9
Payroll Date	1/15/2025	10
Payroll Date	1/30/2025	11
Payroll Date	2/14/2025	12
Payroll Date	2/28/2025	13
Payroll Date	3/14/2025	14
Payroll Date	3/28/2025	15
Payroll Date	4/15/2025	16
Payroll Date	4/30/2025	17
Payroll Date	5/15/2025	18
Payroll Date	5/30/2025	19
Payroll Date	6/13/2025	20
Payroll Date	6/30/2025	21
Payroll Date	7/15/2025	22
Payroll Date	7/30/2025	23
Payroll Date	8/15/2025	24
ECA pays 10/21/24, 2/20/25, and 5/20/25		