

**Agreement**  
**Between**  
**The Board of School Trustees**  
**Eastern Greene Schools**  
**And**  
**The Eastern Greene**  
**Teachers Organization**  
**For**  
**2018-2019**

## TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
I	Definitions	3
II	Recognition	3
III	Dues Deduction	4
IV	Grievance Procedure	4
V	Retirement Benefits	7
VI	Leaves	15
VII	Salary	19
VIII	Hiring Retired Teachers	21
IX	Effect of Agreement	22

## APPENDICES

A.1	2018-2019 Salary Schedule	23
A.2	2018-2019 Compensation Plan	24
B.1	2018-2019 Extra-Curricular Activity Pay Schedule	27
C	Grievance Reports Form	31

**ARTICLE I**  
**DEFINITIONS**

As used in this contract, the following terms shall mean the following:

- A. "Teacher" means all full-time and part-time certificated personnel performing instructional functions for which State Instructional licensing is required, except supervisors. This shall mean that should a full-time or part-time licensed school employee perform instructional functions, the employee shall be defined as a teacher.
- B. "He/His" includes "she/her" respectively and "she/her" includes "he/his" respectively.
- C. "Corporation" means the Eastern Greene Schools.
- D. "Administration" means the Superintendent, Assistant to the Superintendent, or the principal, or the assistant principal.
- E. "Board" means the Board of School Trustees of the Eastern Greene Schools.
- F. "Association" means the Eastern Greene Teachers' Organization.

**ARTICLE II**  
**RECOGNITION**

**Section 1 - Exclusive Representation**

The Board recognizes the Association as the exclusive representative of all teachers in the bargaining unit.

**Section 2 - Bargaining Unit**

The bargaining unit means all full-time and part-time certified personnel performing instructional functions within the Eastern Greene Schools, for which State instructional licensing is required, excluding supervisors. Supervisors shall include, but not be limited to, the Superintendent, Principals, Assistant Principals, and Deans.

## ARTICLE III

### DUES DEDUCTION

Teachers may submit to the school corporation, either individually or through the Association, dues deduction authorization forms authorizing the school corporation to deduct regular uniform dues of the Association from their salary. The school corporation agrees that these deductions shall be made and the amount so deducted remitted to the Association according to the following conditions:

- A. For teachers who submit this authorization form more than two (2) weeks prior to the second payday of the school year, such deductions shall be made in twenty-two (22) equal parts beginning with the second payday.
- B. For teachers who submit this authorization form later than two (2) weeks prior to the second payday, deductions shall be made for the remainder of the year on a pro-rated basis. The teacher's salary for the payday or paydays in question must exceed the amount of any dues to be deducted.
- C. Amounts collected shall be remitted to the Association once a month.
- D. Teachers who authorize dues deductions for the 1981-82 school year and thereafter shall continue as members of the Association(s) and have dues deducted each year at the same rate unless the school corporation receives written notification of withdrawal of the dues deduction authorization at least one (1) week prior to the second pay of the school year. The Association shall certify the amount of the unified dues by the end of the first week of each school year. The school corporation shall provide a list of the membership authorizations on file to the Association prior to October 1 each school year.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### Section 1 - Definitions

For the purpose of this article:

- A. "Grievance" is a dispute concerning the interpretation, application, or alleged violation of a specific article or section of this contract, as it relates specifically to the individual grievant.
- B. "Grievant" is an individual teacher filing on his own behalf or the Association, having been certified in writing by a named teacher as his personal representative.

- A. "Day" is a regularly scheduled school day at which time teachers are required to be in attendance.
- B. "Non-building level grievance" is a claim for which the building principals lack the authority to remedy.

## **Section 2 - Procedures**

- A. It is the objective of the Board and the Association to have all grievances resolved informally or at the earliest possible stage of this grievance procedure.
- B. Nothing in this procedure shall be interpreted as a denial to the rights of an individual teacher to contact any administrative office within the school system in an attempt to resolve a problem or grievance. If a teacher has a complaint which he/she desires to discuss with a principal, supervisor, or the superintendent, he/she is free to do so without recourse to grievance procedure.
- C. In the event the grievant fails to exhaust his/her remedies under the grievance procedures provided above, or fails to strictly abide by the time limits with respect to each step, the grievance shall be presumed to be abandoned and the matter shall be settled in accordance with the Administration's last answer thereto. All meetings and discussion necessary to implement these procedures shall be conducted after school hours or on non-school days. The grievant(s) must exhaust all steps in the grievance procedures before seeking any other type of relief.
- D. If an administrator fails to abide by the time limits with respect to each step, the grievance shall be advanced to the next step of the grievance procedure by the grievant's filing the appropriate forms with the proper official.
- C. In the processing of any grievance, the parties may, upon mutual written consent, waive any of the time limits of this grievance procedure.
- D. Grievance Report Forms shall be standardized and may be obtained from the office of each principal and the Superintendent's Office.
- E. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- F. If, after formal filing of a grievance, the grievant chooses not to be represented by the Association, the Association shall have the right to be present, and with the approval of the grievant, to state its views, at all formal stages of the grievance procedure.
- G. Non-building level grievances may be initiated at step three after the grievant has made a reasonable effort to resolve the grievance informally with the Superintendent's Office.

- H. Nothing in this procedure shall prevent the grievant from exercising his/her right to pursue the matter through the courts if the grievant is not satisfied with the disposition at the Board level.

### **Section 3 - Levels**

All grievances shall be disposed of in the following manner:

- A. Step One - Immediate Supervisor - Informal Stage
1. Within seven (7) days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance orally to the principal at a time when the grievant does not have students under direct supervision. Within five (5) days after presentation of informal grievance in a principal's conference, the principal shall orally answer the grievance.
- B. Step Two - The Principal - Formal Stage
1. Within seven (7) days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the building principal on the form provided by the principal.
  2. The grievance shall (1) name the teacher involved; (2) identify the specific provisions of this agreement alleged to be violated; (3) state the facts giving rise to the grievance; and (4) indicate the specific relief requested.
  3. Within five (5) days after receiving the written grievance, the principal shall give his/her written answer to the grievance.
- C. Step Three - The Superintendent - Formal Stage
1. If the grievance is not resolved in Step Two, the grievant may, within seven (7) days of receipt of the principal's answer, appeal to the Superintendent, along with any written response of the grievant to the answer of the principal. The Superintendent shall notify the grievant of the time and date the grievant's appeal will be heard in conference.
  2. The Superintendent, or his/her designated representative, shall hear the grievance in conference within ten (10) days after receipt of any written grievance properly filed with the Superintendent's Office and shall render his/her written decision within ten (10) days after such a conference.
- D. Step Four - The Board - Formal Stage
1. If the grievance is not resolved in Step Three, the grievant may, within ten (10) days of the receipt of the Superintendent's answer, appeal to the Board in writing on a form provided by the Corporation along with any written response of the grievant to the answer of the Superintendent.

2. The Board shall, within ten (10) days after the next regularly scheduled Board meeting, schedule a hearing with the grievant. The Board's written decision shall be rendered within ten (10) days of such a hearing.

The grievance form shall be attached as Appendix C.

## **ARTICLE V**

### **RETIREMENT BENEFITS**

Beginning with the 2001-2002 contract, there shall be two retirement Plan Options. For current (teachers under contract for the 2000-2001 school year or earlier) Eastern Greene teachers, election of Plan A or Plan B must be made in writing to the Superintendent no later than two (2) weeks following the group meeting with the vendor. The choice of Plan A or Plan B is a one-time election and said choice shall be binding on the individual as long as he/she remains a teacher in the corporation. During the negotiations of Appendix G (see 2003-06 Contract), both parties agreed that this one-time election would be opened to those employees that did not choose Plan B originally. Those employees have until October 1, 2004 to indicate in writing to the office of the Superintendent if they would now wish to choose Plan B.

Plan A shall not be available to teachers first employed on a regular teacher's contract subsequent to the 2000-2001 school year or teachers who return to teach for the Eastern Greene Schools after 2000-2001 school year, unless returning from an approved leave of absence. New teachers hired and serving under regular contract after May 1, 2001 shall be eligible to participate only in Section 1(B) and (C) without the offsetting provisions described in paragraph 8 of Section 1(C).

Plan A shall consist of Sections 1(A) and 1(B) listed below.

Plan B shall consist of Section 1(A) with offsetting provisions, 1(B), and 1(C) listed below.

#### **Section 1 - Retirement Benefits**

##### **A. Retirement Payments**

Upon retirement from service in the public schools of Indiana, teachers who are at least fifty (50) and have at least ten (10) years of corporation services are eligible for the sum of the following payments if they were hired and served under regular contract prior to May 1, 2001.

##### **Payments for Sick Leave Accumulation**

10 to 15 years of corporation service	\$75.00 per day
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15+ years of corporation service                      \$80.00 per day

Sick leave shall accumulate without limit.

1.     Payments for Service to the Corporation

10 to 15 years of corporation service                      \$160.00 per year

15+ years of corporation Service                      \$165.00 per year

3.     Payments made under Article V, Section 1 (A) shall be subject to an annual Bargaining Unit aggregate cap of \$45,000 in any fiscal year. These payments will be paid on a "first-come, first-served" basis, being determined by the order received of letters of retirement to the Eastern Greene Schools. However, \$2,000 shall be paid each teacher who has provided a timely notice of intent to leave the Eastern Greene Schools and will be included in the teacher's last contract as salary for retirement purposes. The \$2,000 will be deposited into the teacher's 401(a) account already established with the corporation. The remaining payment will be paid into the teacher's 401(a) account already established with the corporation if paid prior to the final paycheck. Payments beyond the aggregate cap shall be paid to the retiree no later than June 30 of the year following retirement. Those payments will be paid into a post-retirement 403(b) account.

B.     Paid Health and Hospitalization Insurance

1.     Health Insurance

The school corporation shall pay toward the single or family health and hospitalization insurance premium for retirees at the same rate as is paid for the actively employed teachers for each year of retirement until the teacher is eligible for Medicare. To be eligible for this option, the retiree must be at least fifty-five (55) and have at least ten (10) years of corporation service. The retiree must have been enrolled in the respective single or family health plan for at least three (3) years immediately prior to retirement, except for change in status due to marriage, divorce, death of spouse, or involuntary retirement of spouse. Teachers participating in the family plan shall prepay the difference between the single and family rates on at least a monthly basis. This paragraph no longer applies to active employees (See Article V, Section 1, Paragraph 2 (a)(1)).



2. Last School Year Contract

Teachers shall be paid on their last contract up to two thousand dollars (\$2000) of earned cash retirement payment as calculated by Section 1.A above. This \$2,000 will be paid into the teacher's 401(a) account already established.

C. Retiree Health and Hospitalization Benefits Replacement Language

An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

1. Group Health Insurance

Immediately following severance, the teacher and his/her spouse and/or dependent(s), if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:

- a. While the retired teacher and spouse and/or dependent(s), if any, remain enrolled in the health insurance plan, the retired teacher shall pay the entire insurance premium applicable to the insurance coverage, with the monthly payments to be made on or before the first day of each month. and
- b. Within ninety (90) days of the severance date, the teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher and spouse and/or dependent(s), if any.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse and dependent(s), including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

2. Buy-out of Retirement Benefits – Health and Hospitalization Insurance

- a. Elimination of Prior Agreement's Retirement Severance Benefit

- (1) The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that Article VIII, Section 1(B)(1), entitled "Paid Health and Hospitalization Insurance" in the Agreement immediately before the amendment's effective date (June 30, 2004) are terminated and shall not apply to any teacher retiring or severing employment with the school corporation on or after this date, except as otherwise stated here: A teacher who is eligible to retire in June 2005 and has declared such binding intent by December 1, 2004 to retire the following June may opt not to participate in this buyout. Similarly, a teacher who is eligible to retire in June 2006 and provides a binding declaration of retirement by December 1, 2004 may also opt not to participate in this buyout. Those teachers who retired or severed employment before the effective date (June 30, 2004) shall only be entitled to the retirement benefits contained in the prior agreement as of the time of their retirement, but as may be otherwise revised from time to time.

b. Entitlement of Retirement Benefits for Health and Hospitalization Insurance and Vesting Requirements

Upon retirement from the Eastern Greene Schools, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:

- (1) In the year (September 1 through August 31) of the teacher's retirement, the retiring teacher must be at least fifty-five (55) years old.
- (2) Immediately prior to retirement, the teacher must have completed not less than ten (10) full years of service as a professional educator with the Eastern Greene School Corporation.
- (3) The retiring teacher must show verification of retiring from the teaching profession. Meeting the "rule of 85" is one example of meeting the Indiana State Teacher Retirement requirements.

3. Exclusion of Employees

Employees hired for the 2004-05 school year and for subsequent years shall not be entitled to any payment for the eliminated retiree health benefits. In other words, no contribution shall be made for individuals hired or rehired on or after August 10, 2004.

4. Rehired Employees

Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.

5. Buy Out Contributions

a. VEBA. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, that amount representing the present value of the group health insurance benefits as calculated for all employees under Appendix G of the Master Contract 2003-2006. VALIC shall be the organization administering the VEBA and shall be the single investment vendor for the VEBA. The terms and conditions for the administration and operations of the VEBA shall be as follows:

- (1) **Separate Accounts.** The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- (2) **Vesting.** Until such time that an employee has retired and satisfied the eligibility requirements set forth in subsection C(1), the employee shall have no access to the assets held in his or her separate VEBA account.
- (3) **Forfeiture.** If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection C(1), the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated equally within sixty (60) days among the then remaining separate VEBA accounts.
- (4) **Distribution.** Following retirement and the satisfaction of the requirements set forth in subsection C(1) of this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, and to be reimbursed for medical expenses not otherwise covered by insurance for the employee, spouse, and dependents.
- (5) **Death Benefit.** Furthermore, following the death of an employee who had otherwise satisfied the requirements of subsection C(1), any amounts remaining in the deceased

employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and/or dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

- (6) **Costs.** The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

**D. VEBA Benefits for Employees Hired or Rehired after August 10, 2004**

1. For all teachers beginning employment with the 1<sup>st</sup> contract day of the 2004-05 school year, and thereafter, and following the issuance of the SB 199 pension bonds, the Board will contribute on an annual basis an amount equal to one-half percent (.5%) of a teacher's salary schedule salary into an individual VEBA account for the teacher.
2. To be fully vested in this ongoing contribution, the teacher must meet the following qualifications:
  - (a) The teacher must be at least fifty-five (55) years old.
  - (b) The teacher must have completed not less than ten (10) full years of service as a professional educator with the Eastern Greene School Corporation.
  - (c) The teacher must show verification of retiring from the teaching profession. Meeting the "rule of 85" is one example of meeting the Indiana State Teacher Retirement requirements.
3. A teacher who is not fully vested in this program and who voluntarily resigns shall not retain any prior partial vesting rights if ever rehired by the Board. Any teacher whose contract is terminated during the vesting period by the Board (except due to a reduction-in-force) shall forfeit all rights to all non-vested amounts contributed by the Board on the teacher's behalf to the VEBA.

**E. 401(a) / 403(b) Plan**

The Board agrees to establish qualified 401(a) and 403(b) annuity plans for all eligible employees covered under this agreement. Board contributions to the 401(a) Plan will commence with the 2001-2002 school year and continue each year thereafter.

1. Employees hired subsequent to the 2000-2001 school year shall only be eligible for the 401(a) / 403(b) Plan. Employees hired prior to the 2001-2002 school year shall have the option of participating in the 401(a) / 403(b)

Plan (Plan B) or the Retirement Plan in existence prior to the 2001-2002 school year (Plan A).

2. All certified employees who have completed one (1) full academic year of contractual service to the corporation shall be immediately vested in the 401(a) account. Other bargaining unit employees shall be vested when they complete the first full year of contractual service. Once vested, Plan contributions shall be portable.
3. The plans shall include the availability of hardship withdrawals and include a designation for survivor's benefits. A teacher may execute hardship withdrawals only against funds that he/she contributed.
4. Employer contributions shall be paid into the 401(a) plan and the teacher's contributions shall be paid into the 403(b) plan.
5. A joint committee of teachers and administrators shall recommend a vendor to the Board. Such vendor shall establish individual accounts for each teacher.
6. Employer and teacher contributions shall be forwarded to the vendor within two weeks of each payday. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) plan.
7. Any current 403(b) plan shall continue in effect. Employees shall continue to be permitted to contribute greater than the required 1% amount to any applicable 403(b) plans currently in use.
8. Payments for sick leave accumulation and total years of service to the corporation, as established in Section 1.A, shall be subject to a plan reduction provision. Employees participating in Plan B shall have their payment(s) under Section 1.A above reduced by the employer's contributions made into their 401(a) account.
9. The plan was established with the employer contributing two percent (2%) of the base salary to the respective funds each school year. For several contracts, the employer contribution was suspended. Beginning with the 2018-2019 school year, the employer will return to making contributions and will contribute one percent (1%) of the base salary to the respective funds each school year.
10. Once a teacher's 401(a) Plan account exceeds the calculated benefits that would be accrued under Item 1(A) above or once all teacher who were hired prior to May 2001 have retired or resigned their positions, the retirement benefits shall be confined to the 401(a) / 403(b) Plan.

11. The 401(a) and non-elective 403(b) plans shall:
  - a. Be subject to all applicable Internal Revenue Service regulations.
  - b. Have no contract initiation fees charged to the employees.
  - c. Have no administrative fees of Plan Document charges to the Board.

## **Section 2 - Implementing Provisions**

### **A. Minimum Cash Payment**

If the cash retirement payment provided by Section 1 does not equal two thousand dollars (\$2,000) at the time of retirement, yet the teacher has at least that amount in earned retirement cash benefits within the last three (3) school years of active service before retirement and was required to use accumulated sick leave for unforeseen reasons, the minimum payment shall be two thousand dollars (\$2,000) regardless of actual sick leave accumulation at retirement. The minimum payments shall be added to the teacher's last contract.

### **B. Other Employers' Health Insurance**

Retirees or their respective spouses who have employment during retirement that provides access to health and hospital insurance agree to utilize those programs in lieu of the school corporation's plan, if the non-school corporation program is equal to or better than the school's plan.

### **C. Survivor Benefits**

If a teacher dies in active service, Section 1 Retirement Benefits shall be paid in a lump sum to his/her beneficiary as filed with the Indiana State Teachers Retirement Fund.

### **D. Notice**

1. Teachers shall notify the Board of their non-binding intent to retire by July 1 prior to the year of retirement and shall provide a binding letter of retirement by April 15 during their final teaching year.
2. Teachers who fail to provide the advance notice will have up to two thousand dollars (\$2,000) added to their last contract with remainder of their retirement benefits paid in January of the next calendar year.
3. In the event a teacher is unable to give timely notice of retirement and is forced to retire as a result of ill health, accident or other unforeseen events, the required notice of retirement may be waived by the Superintendent.

### **E. Payments**

Up to two thousand dollars (\$2,000) of retirement benefits shall be paid as additional compensation in the final school year preceding retirement.

## **ARTICLE VI**

### **LEAVES**

#### **Section 1 - Adoptive Leave**

Adoptive leave without pay may be allowed upon request, to begin at any time following receiving custody of a child for adoption or prior to receiving custody if necessary in order to fulfill the requirements for adoption, and to extend until one (1) year after arrival of the adopted child in the home.

#### **Section 2 - Maternity Leave**

Maternity leave will be granted in accordance with current statutes.

#### **Section 3 - Sick Leave Days**

Each teacher shall be entitled to be absent from work with pay on account of illness or quarantine for ten (10) days the first year and eight (8) days in each succeeding year. These days shall be accumulative without limit. Up to five (5) days of accumulated sick leave may be used for family illness. Each teacher shall be given an account of his accumulated sick leave, in writing, at the start of the school year. At other times, a verbal accounting will be accommodated upon request.

#### **Section 4 - Bereavement Leave (Per Death)**

Teachers shall be entitled to five (5) days leave in the event of a death of their spouse; natural, adopted, foster or stepchild; parent, parent-in-law, step-parent; son-in-law; daughter-in-law; sibling; grandchild; or person living in the immediate household at the time of death; three (3) days leave in the event of death of their brother-in-law, sister-in-law, or grandparent; and one (1) day for their aunt or uncle, niece or nephew. In the event that more than one such death occurs in the period of a school employee year, the above provision shall apply in each instance.

#### **Section 5 - Personal Leave (PL)**

Teachers shall be entitled to four (4) days annually as personal leave. Unused PL shall accumulate up to and including six (6) days before automatically converting to accumulated sick leave at the end of the school year. Teachers may use no more than six (6) personal leave days during any one school year. Teachers agree to request personal leave one (1) day in advance except where extenuating circumstances prevent

it. The parties agree that taking personal leave for extending a vacation is not an acceptable professional practice, except under extenuating circumstances.

## **Section 6 - Eastern Sick Leave Bank (SLB)**

### **Policies and Procedures**

- A. Any teacher employed by Eastern Greene Schools may participate in the Sick Leave Bank on a voluntary basis by donating one (1) day to the bank by November first. Teachers who have already contributed at least one (1) day shall not be required to contribute an additional day under this provision. Teachers new to the Corporation each school year shall be given an opportunity to join the Sick Leave Bank in succeeding years. Any teacher may volunteer to donate more than one (1) sick day to the SLB, if he or she chooses. Only those teachers who donate to the Eastern SLB may draw from the SLB. Such donated days lose their individual identity and may not be reclaimed by the donating teacher for any reason.
- B. If a teacher uses all of his or her accumulated sick days during the school year and has donated to the SLB, he or she may request in writing to the Eastern SLB Committee to withdraw sick days from the Eastern SLB. Upon confirmation of the teacher's condition by the teacher's physician or licensed psychologist, the teacher will be granted up to five days from the SLB.
- C. The Eastern SLB Committee will review the need for additional emergency sick days and will grant or reject the request for additional sick leave days as they judge appropriate. The Eastern SLB Committee may grant emergency sick days to a teacher who has an emergency within his/her family if the committee deems it appropriate.
- D. After the sick leave bank accumulates a total of 100 emergency sick days, only new teachers to Eastern Greene Schools will be required to contribute one (1) day to the SLB if they wish to participate in the SLB. Once the total drops below 100 days, the system of contributions will return to that described in section A above in the next school year.
- E. Any teacher who is leaving the teaching profession or leaving the state may contribute any number of his/her accumulated sick days to the Eastern SLB.

### **Request Procedures**

- A. The teacher shall send a written request for emergency sick days to the chairman of the Committee. A physician's or licensed psychologist's statement as to the condition of the teacher shall accompany the written request to facilitate



the granting of the initial sick leave bank days. This initial request will be acted on by the full Eastern SLB Committee.

- B. The chairman shall present further requests for additional days to the Eastern SLB Committee and the committee shall decide whether or not to grant such requests. The chairman shall inform the teacher of all decisions made in connection with all requests. The Committee may require periodic physician's or licensed psychologist's statements for long-term illnesses.
- C. The chairman of the committee shall notify the principal of sick leave days granted to a teacher for the purposes of transferring sick leave days from the SLB to the teacher's sick leave account and for continued payment of the teacher's salary.
- D. The Eastern SLB committee is responsible for all record keeping in connection with the sick leave bank.

#### **Eastern SLB Committee**

- A. Association representatives on the Committee shall be elected by the second week of November of each year to facilitate the changing of records after the contribution deadline of November first has passed.
- B. The committee shall consist of the five members elected from members contributing to the sick leave bank plus the Superintendent or his/her designee and one additional management member appointed by the Superintendent. The chairman will be selected by the seven (7) committee members.

#### **Section 8 - Personal Injury, Workers' Compensation**

The program of benefits for teachers injured or who incur occupational disease in the performance of their duties shall be in conformance with the provisions of the Workers' Compensation Act of the State of Indiana.

In addition to those benefits required by law, the school corporation will provide the following supplemental benefits for full-time staff members as follows:

- A. During the first seven (7) calendar days of disability, the employee will receive compensation at his/her regular rate. The absence will not be charged against accumulated sick leave.
- B. Beginning with the eighth day of disability, the employee will receive compensation from the insurance company as provided by law. If he/she has accumulated sick leave, he/she will receive supplemental compensation from the corporation in an amount equal to the difference between the insurance compensation and employee's regular compensation rate.

- C. The duration of the supplement will depend upon the number of accumulated leave days when disability began. For each scheduled working day for which supplement is received, one half day of accumulated sick leave will be deducted.
- D. If such injury should arise out of an act of violence or battery on the part of a student or parent or guardian, the school corporation will pay the difference between the compensation paid by the insurance company and the teacher's salary with no deduction from the teacher's accumulated sick leave. To qualify for this, a police report should be filed and the principal should certify that such injury was the result of student, parent, or guardian violence or battery.

### **Section 9 - Extended Leave**

Teachers who have completed at least six (6) years of service in the School District may request uncompensated leave for advanced study or work experience. Request for the leave shall be made no later than forty-five (45) calendar days prior to the start of the school year for which leave is requested. The leave shall be for one (1) school year and may be taken no more often than once in a six (6) year period. Teachers taking the leave shall be restored to their former position or substantially similar position upon return from leave.

### **Section 10 - Emergency Medical Care Leave**

Teachers shall be entitled up to five (5) days leave in the event of serious illness before, during, and after emergency medical leave (inpatient and outpatient) of a spouse or natural, adopted, foster or step-child; a parent, parent-in-law, or step-parent; or a member of their immediate household. If more than five (5) days of emergency medical leave is necessary in one school year, a teacher would be permitted to use his/her sick leave days for emergency medical leave.

### **Section 11 - Association Professional Relations Leave**

The Association President or designee will be provided with eight (8) school days of release time per school year for the transaction of professional relations business.

Unused days will accumulate for future use. All release time shall be in increments of at least one-half ( $\frac{1}{2}$ ) days. A reasonable effort shall be made to file a request for the days with the Superintendent of Schools at least one (1) teaching day in advance of use. Upon the request of the Association President, the Superintendent shall have discretion to provide additional release time for professional relations purposes. An accounting of unused leave days shall be given to the EGTO President at the start of each contracted year.

### **Section 12 - Family and Medical Leave Act**

In accord with Federal law, the provisions of the Federal Family and Medical Act (ACT), 29 U.S.C. 2601 et seq., shall be incorporated by reference into this contract and shall

be supplemental to its provisions. The operative language implementing the act shall be included in Board policy that shall conform to the Act and shall not be in conflict with this contract.

### **Section 13 - Paternity Leave**

Paternity leave shall be granted, if requested, to a teacher when a child is born, without loss of compensation for five (5) days. Such leave shall be granted from accumulated sick leave. Further leave shall be granted, if requested, without pay for a period of up to one year, providing such leave shall commence within six (6) weeks after the birth of the child.

## **ARTICLE VII**

### **SALARY**

#### **Section 1 – Salary**

Teachers are being paid from the salary schedule set forth in Appendix A.1

Teachers new to the Eastern Greene Schools shall be placed at a level related to a current teacher at Eastern Greene Schools in which they “mirror” under the following two principles:

1. that particular teacher’s year of service (according to INPRS), and
2. that particular teacher’s degree.

Prior to November 15<sup>th</sup>, the Board and the Association must mutually agree to any other variation in the salary placement of a new hire. The Board and the Association will use the criteria set forth above for any teacher hired after November 15.

#### **Section 2 - ISTRF/MS+**

- A. In addition to the salary provided by Section 1, the Board shall pay from the employer’s funds to the Indiana Public Retirement System (INPRS) an amount equal to three percent (3%) of each teacher’s salary as their contribution to the INPRS. Teachers shall not be entitled to the option of choosing to receive the contributed amount directly instead of having employer funds paid to the INPRS in their behalf.

#### **Section 3 – Extra-Curricular Activities (ECA)**

For 2017-2018, teachers involved in extra-curricular assignments as set forth in Appendix B.1 which is attached to and incorporated herein, will be compensated in accordance with the provisions of this contract. Certified staff members holding an ECA position shall be paid for years of experience as reflected in Appendix B.1

#### **Section 4 - Insurance: Health, Dental, Vision, LTD, and Life**

- A. The Board shall provide long-term disability insurance for all teachers.
- B. The Board shall provide fifty thousand dollars (\$50,000) term life insurance with accidental death benefits for all teachers.
  - 1. Teachers may purchase term life insurance to cover their spouse and/or dependents at the employee's own expense according to the underwriting and eligibility requirements of the school corporation's insurance carrier.
- C. The Board shall provide the following additional sums to those teachers who qualify for and participate in the corporation's health insurance plans pro-rata by full-time equivalency (FTE):
  - 1. The Board shall pay sixty-five percent (65%) of the premium for teachers who select the PPO 1 plan of health insurance, seventy-five percent (75%) of the health insurance premium for teachers who select the PPO 2 plan of insurance, and eighty percent (80%) of the premium for teachers who select High Deductible Health Plan 1 (HDHP 1) health insurance under corporation plans provided by private carriers. The Board shall contribute \$1000 into the HSA of teachers who select the single HDHP 1 health insurance plan and \$2000 into the HSA of teachers who select the employee/child, employee/spouse or family HDHP 1 health insurance under corporation plans provided by private carriers. The Board shall pay eighty-six percent (86%) of the cost of the single plan and eighty-two percent (82%) of the cost of the family plan, employee/child plan, or employee/spouse plan of dental insurance, and vision insurance for each teacher selecting coverage under corporation plans provided by private carriers.
  - 2. The Board agrees that the HSA contribution for the single HDHP plan will be at least \$500 and the HSA contribution for the family HDHP plan will be at least \$1000 effective June 1, 2019.
- D. Corporation funds shall be applied only to Corporation programs. Teachers shall pay at least one dollar (\$1.00) per year aggregate for the programs.

#### **Section 5 – IRS Section 125**

An IRS Section 125 Flexible Benefit Plan Generation One for the teacher's share of premiums paid for any combination of benefits under Article X, section 7 shall be available to teachers effective January 31, 1996 at no cost to the teachers. An IRS Section 125 Flexible Benefit Plan, Generation Two, will be available for all teachers, beginning with the 2006-07 school year. The corporation will pay administrative costs of up to \$3000/year. All costs above this will be shared equally by the participants.

#### **Section 6 – Summer School / Homebound Instruction**

Compensation for summer school programs and homebound instruction shall be paid at the teacher's daily rate based upon a 6.0 hour day. This calculation has been negotiated with the superintendent.

### **Section 7 – Expanded Criminal Background Checks**

The Board agrees to pay the cost (up to a maximum of \$50 per teacher) for current employees of any and all expanded criminal history checks that are required by I.C.20-26-5-10. The Board agrees to pay the full cost of any expanded child protection index checks that are required by the School Corporation or per I.C. 20-26-5-10.

### **Section 8 – Early Retirement Incentive**

Should the Board decide to offer an early retirement incentive to teachers during the 2018-2019 school year, the Superintendent will notify eligible teachers of the terms of the early retirement incentive no later than February 1, 2019. If an early retirement incentive would be offered by the Board during the 2018-2019 school year and an eligible teacher would like to accept the incentive, such eligible teacher must notify the Superintendent of his/her intention to accept the early retirement incentive no later than May 1, 2019.

## **ARTICLE VIII**

### **HIRING RETIRED TEACHERS**

- A. "Retired teacher," as used in this section, means any teacher who retired from the Eastern Greene Schools or any other public school corporation.
- B. All retired teachers hired by the school district shall be include in the bargaining unit.
- C. A teacher who has retired from teaching may be hired to teach part-time or full-time, depending upon the school district's need. Part-time teachers will receive salary on a pro-rated basis.
- D. Retired teachers hired with a Bachelor's Degree shall be paid \$40,000 and retired teachers hired with a Master's Degree will be paid \$50,000.
- E. Retired teachers will be provided a one-year contract.
- F. Retired teacher shall have all of the benefits of this contract with the following exceptions:
  - 1. Severance and retirement benefits provided by this agreement.

2. Retired teachers eligible for Medicare benefits will not be eligible for health insurance benefits.
- G. Neither the Eastern Greene Schools nor the Eastern Greene Teachers Organization will be liable for any problems the retired teacher may have with INPRS, the Social Security Administration, or the Internal Revenue Service (IRS) regarding his/her original retirement, his/her return to teaching, or subsequent second retirement.

**ARTICLE IX**

**EFFECT OF AGREEMENT**

**Section 1 - Severability**

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

**Section 2 - Priority**

This contract shall supersede any rules, regulations, or practices of the parties which shall be contrary to or inconsistent with terms contained in this contract.

**Section 3 – Term**

This agreement shall remain in force from July 1, 2018, through June 30, 2019 at 12:01 a.m. The agreement may be amended by mutual agreement of the parties.

Agreed to this 18<sup>th</sup> day of September, 2018 subject to ratification by the parties.

For the Eastern Greene Teachers' Organization:

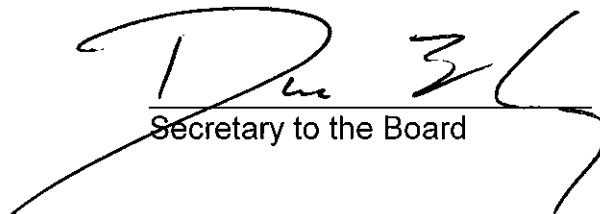
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Ratified this 15<sup>th</sup> day of October, 2018.

For the Eastern Greene Schools:

  
\_\_\_\_\_  
President of the Board

  
\_\_\_\_\_  
Secretary to the Board

Ratified this 15<sup>th</sup> day of October, 2018 by a majority vote of the entire Board membership in public session.

**APPENDIX A.1  
SALARY SCHEDULE  
2018-2019**

<u>Levels</u>	<u>BS</u>	<u>MS</u>
A	36000	38000
B	36800	38800
C	37600	39600
D	38400	40400
E	39200	41200
F	40000	42000
G	40800	42800
H	41600	43600
I	42400	44400
J	43200	45200
K	44000	46000
L	44800	46800
M	45600	47600
N		48400
O		49200
P		50000
Q		50800
R		51600
S		52400
T		53200
U		54000
V		54800
W		55600
X		56400
Y		57200
Z		58000
AA		58800
BB		59600
CC		60400
DD		61200
EE		62000
FF		62800
GG		63600
HH		64400



**APPENDIX A-2  
TEACHER COMPENSATION MODEL  
2018-2019**

**1. General Eligibility**

- a. To be eligible to receive a base salary increase, a teacher must meet the eligibility requirements for the factors in Section 2 below.
- b. Except as provided in number 1(c) 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.
- c. A teacher who is in the first two full school years of instructing students is exempt from the evaluation rating eligibility requirement and is eligible for a salary increase regardless of his/her evaluation rating in the prior school year.

**2. Factors and Definitions**

- a. Evaluation rating – The teacher must receive an evaluation rating of Effective or Highly Effective from the prior year. Any teacher receiving an evaluation rating of Ineffective or Improvement Necessary will not be eligible for any increase to salary, except those who are eligible per IC 20-28-9-1.5(d). Specifically, teachers in their first two full years of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating the prior school year.
- b. Education – This factor is limited to the attainment of an additional content area degree (Master's) beyond the requirement for employment. Eligible content areas are those defined by the Indiana Department of Education in which the teacher currently teaches or any content area approved by the Superintendent.
- c. Academic Needs – A teacher must perform one of the following activities to meet this factor:
  1. Voluntary tutoring/coaching/ activity/ club sponsorship with a minimum of five (5) hours and approved by the building principal.
  2. Voluntary building or district leadership committee work, such as school improvement team, textbook adoption, curriculum mapping, etc. or serving on any other committee that is approved by the building principal.

3. **Weights to be Assigned to Factors**

- a. Evaluation Rating – \$800
- b. Education - \$665
- c. Academic Need - \$535

$$\$665 / \$2000 = 33.25\%$$

4. **Distribution and Movement**

- a. Teacher in Bachelor's Column - A teacher in the Bachelor's column who satisfies the evaluation rating factor but does not possess a content area Master's Degree as defined in 2(b) above will advance one row in the Bachelor's column.
- b. Teacher in Master's Column - A teacher in the Master's column who satisfies the evaluation rating factor will advance a row in the Master's Degree column.
- c. Movement from Bachelor's Column to Master's Column – A teacher in the Bachelor's column who satisfies the evaluation rating factor and who attains a content area Master's Degree as defined in Section 2(b) above and who satisfies the requirements for the Academic Needs factor in 2(c) above will move in the same row from the Bachelor's Column to the Master's column.
- d. Teachers at Top of Columns - A teacher who has reached the top step of either the Bachelor's Degree column or the Master's Degree column will not receive an increase to their base salary, but will receive a stipend in an amount equal to the base salary increase received by other teachers in the teacher's salary column. Those teachers less than 1.0 FTE at the top step of either column shall receive this stipend pro-rated to match their current FTE.

5. **Disqualification**

Except as provided by Indiana Code 20-28-9-1.5(d), a teacher who receives an evaluation rating of Ineffective or Improvement Necessary shall not be eligible to receive a base salary increase and shall continue to receive his or her prior school year **base** salary.

6. **Redistribution**

Any funds otherwise allocated for teachers who received evaluation ratings of ineffective or improvement necessary will be equally distributed as a stipend among teachers who receive an evaluation rating of effective or highly effective for the same evaluation period.

7. **Time of Payment**

The Board will pay the base salary increases, top of the scale stipends, and redistribution stipends described herein not later than 60 days after all State data that is part of the Eastern Greene School Corporation evaluation rubric is received from the State of Indiana and evaluations for the preceding school year have been completed. Base salary increases will be applied retroactively to the start of the 2018-2019-school year.

8. **Salary Range**

The salary range for 2018-2019, prior to any base increase, is \$36,000 to \$64,400.

9. **Lack of Funding** - If sufficient funding is not available in any future year to fund complete movement on the salary schedule of all teachers who would otherwise meet the requirements to move on the schedule, then the parties will negotiate an alternative compensation arrangement that is compliant with Indiana law and comports with the funding available (if any) at that time.

**APPENDIX B.1**

**2018-2019**

**EXTRA-CURRICULAR ACTIVITY (ECA) PAY**

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

Base - \$2,647

**POSITION**

**INDEX  
(Index x Base)**

**Schedule I** **.02 - \$53**

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**Schedule II** **.10 - \$265**

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- Fine Arts Department Chair HS
- Language Arts Department Chair HS
- Mathematics Department Chair HS
- Science Department Chair HS
- Social Studies Department Chair HS
- Special Education Department Chair HS
- Vocational Department Chair HS
- Elementary Student Council Sponsor
- High School Student Council Sponsor
- National Honor Society Sponsor
- MS Student Council Sponsor
- SAVE Sponsor
- MS Yearbook
- MS Team Leaders (5)\*

**Schedule III** **.20 - \$529**

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- Kindergarten Round-Up
- 5<sup>th</sup> and 6<sup>th</sup> Cheerleader Sponsor
- MS Math Club Sponsor
- MS Nature Club Sponsor
- MS Spell Bowl Sponsor
- H.S. Science Club Sponsor
- Assistant Elementary Music Director
- Assistant H.S. Music Director
- Art Club Sponsor
- Elementary Science Club Sponsor
- H.S. Drama Club Sponsor
- MS Science Club

**Schedule IV****.40 - \$1059**

Asst Baseball Coach  
Asst Boys' Track Coach  
Asst Girls' Track Coach  
Asst Softball Coach  
7<sup>th</sup> and 8<sup>th</sup> High Cheerleading Sponsor  
Junior Class Sponsor  
Academic Quiz Bowl Sponsor  
MS Girls' Cross Country Coach (if separate coach from Boys)  
MS Boys' Cross Country Coach (if separate coach from Girls)  
Poms' Coach  
7<sup>th</sup> Volleyball Coach (if separate from 8<sup>th</sup>)  
8<sup>th</sup> Volleyball Coach (if separate from 7<sup>th</sup>)  
MS Girls' Track Coach (if separate coach from Boys)  
MS Boys' Track Coach (if separate coach from Girls)  
5<sup>th</sup> Grade Boys' Basketball Coach  
5<sup>th</sup> Grade Girls' Basketball Coach  
6<sup>th</sup> Grade Boys' Basketball Coach  
6<sup>th</sup> Grade Girls' Basketball Coach  
8<sup>th</sup> Grade Class Trip Sponsor  
Senior Class Sponsor  
Scrabble Sponsor

**Schedule V****.55 - \$1,456**

HS Girls' Cross Country Coach  
HS Boys' Cross Country Coach  
H.S. Cheerleader Sponsor  
MS Volleyball Coach (if one coach for both levels)  
HS Golf  
MS Track Coach (if coaching both boys and girls)  
MS Cross Country Coach (if coaching both boys and girls)  
Summer Volleyball  
MS Asst. Football Coach (2)\*  
Summer Baseball

**Schedule VI****.60 - \$1,588**

7th Grade Boys' Basketball Coach  
8th Grade Boys' Basketball Coach  
7th Grade Girls' Basketball Coach  
8th Grade Girls' Basketball Coach  
HS Yearbook Sponsor

**Schedule VII****.75 - \$1,985**

Junior Varsity Volleyball Coach  
Girls' H.S. Track Coach  
Boys' H.S. Track Coach  
Freshmen Basketball Coach

Asst. Boys' Basketball Coach  
Asst. Girls' Basketball Coach  
MS Head Football Coach  
Asst. Football Coach (4)\*

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**Schedule VIII** **.90 - \$2,382**

Choir Director  
Elementary Music Director  
Varsity Baseball Coach  
Varsity Softball Coach  
Summer Girls' Basketball  
Summer Boys' Basketball  
Summer Football

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**Schedule IX** **.9164 - \$2,426**

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**Schedule X** **1.1 - \$2,912**

Varsity Volleyball Coach  
Jr. Varsity Boys' Basketball Coach  
Jr. Varsity Girls' Basketball Coach

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**Schedule XI** **1.666 - \$4,410**

Band Director  
FFA Sponsor

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**Schedule XII** **2.0 - \$5,294**

Varsity Boys' Basketball Coach  
Varsity Girls' Basketball Coach  
Varsity Football Coach

No person shall be paid less for performing an ECA for the current school year than they were paid for the previous school year for performing the same ECA.

Certified staff members holding ECA positions shall be compensated based on years of experience, up through five years, as shown on the attached schedule.

**NEW POSITIONS:** The Board retains the right, from time to time, to create additional positions on the ECA schedule as it deems appropriate. In the event a position is created, the Board retains the right to make an initial ECA amount. In such event, however, the final ECA amount will be negotiated by the parties.

**2018-2019**

Teachers will not advance on this grid for 2018-2019, but will remain at their level as of the 2016-2017 school year.

For ECA positions held by certified staff members (excluding varsity coaches)

years of experience	Base \$2,647	Schedule 1	Schedule 2	Schedule 3	Schedule 4	Schedule 5	Schedule 6
0		\$53	\$265	\$529	\$1,059	\$1,456	\$1,588
1		\$54	\$270	\$540	\$1,080	\$1,485	\$1,620
2		\$55	\$275	\$551	\$1,101	\$1,515	\$1,653
3		\$56	\$281	\$561	\$1,123	\$1,545	\$1,686
4		\$57	\$286	\$573	\$1,146	\$1,575	\$1,719
5		\$58	\$291	\$584	\$1,169	\$1,607	\$1,753

	Schedule 7	Schedule 8	Schedule 9	Schedule 10	Schedule 11	Schedule 12
0	\$1,985	\$2,382	\$2,426	\$2,912	\$4,410	\$5,294
1	\$2,025	\$2,430	\$2,474	\$2,970	\$4,498	\$5,400
2	\$2,066	\$2,479	\$2,524	\$3,029	\$4,588	\$5,508
3	\$2,107	\$2,528	\$2,575	\$3,090	\$4,680	\$5,618
4	\$2,149	\$2,579	\$2,627	\$3,151	\$4,773	\$5,730
5	\$2,193	\$2,631	\$2,680	\$3,215	\$4,868	\$5,845

For ECA positions held by certified staff members who are varsity coaches

years of experience	Base \$2,647	Schedule 5	Schedule 7	Schedule 8	Schedule 10	Schedule 12
0		\$1,456	\$1,985	\$2,382	\$2,912	\$5,294
1		\$1,499	\$2,045	\$2,454	\$3,000	\$5,453
2		\$1,544	\$2,106	\$2,528	\$3,090	\$5,617
3		\$1,590	\$2,169	\$2,605	\$3,183	\$5,785
4		\$1,638	\$2,234	\$2,683	\$3,278	\$5,959
5		\$1,687	\$2,301	\$2,763	\$3,377	\$6,138

**APPENDIX C**  
**GRIEVANCE REPORTS FORM**

STEP \_\_\_\_\_

Distribution of Form in Triplicate  
Step II - Principal  
Step III - Superintendent  
Step IV - Board

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Building	Assignment	Name	Date Filed
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A. Grievant(s) involved:

A. Specific facts giving rise to grievance:

B. Section or Provision of Agreement Violated:

C. Specific relief requested:



Corporation: Eastern Greene Schools		
<b>2018 CBA COMPLIANCE CHECKLIST</b>		
<b>Item</b>		<b>Page No.</b>
School employer and exclusive representative identified	*	3
Bargaining unit description matches the IEERB Order in effect at time of ratification	*	3
Beginning and ending date of CBA (must end on or before June 30, 2019)	*	22
Ratification date (must be on or after September 2018)	*	22
<b>General definitions (definitions that apply to the whole CBA)</b>		
General definitions (definitions that apply to the whole CBA)	*	3
Grievance procedure (if arbitration used, must indicate if advisory or binding)	*	4-7
Contract interpretation provisions (e.g., severability, supremacy, savings clause)	*	22
<b>Salary for newly hired teacher (amount, schedule, or method of calculation)</b>		
Salary for newly hired teacher (amount, schedule, or method of calculation)	*	19
<b>Wages/compensation for ancillary duties</b>		
Wages/compensation for ancillary duties	N/A	
<b>Wages/compensation for extracurricular duties</b>		
Wages/compensation for extracurricular duties	*	27-29
<b>Compensation for extended contracts</b>		
Compensation for extended contracts	N/A	
<b>Compensation Plan</b>		
If there are no salary increases, CBA includes a statement to that effect	N/A	
<b>Statement of annual salary range for returning full-time teachers</b>		
Statement of annual salary range for returning full-time teachers	*	26
<b>Salary Increases</b>		
Statement that teachers rated ineffective/improvement necessary are not eligible	*	24
Based on at least two of the five statutory factors	*	24
Definitions of factors (e.g. experience, academic needs, instructional leadership)	*	24
How much each factor contributes to increase (by points, percentage, amount, etc)	*	25
Amount of increase (flat amount, % amount) or method for calculating amount)	*	25
The combination of education and experience does not exceed 33.33% of the maximum available salary increase (unless the specific increase differential is to reduce the gap)	*	25
Salary increase differential (if applicable) is based on one or more of the five factors	N/A	
If using a salary increase differential to reduce the gap, the specific salary increase to reduce the gap: (1) is clearly identified and (2) actually reduces the gap	N/A	
<b>Redistribution provision of a statement explaining why redistribution not necessary</b>		
Redistribution provision of a statement explaining why redistribution not necessary	*	25