

**GREENWOOD COMMUNITY
SCHOOL CORPORATION**

MASTER CONTRACT

2019-2021

EXECUTED: October 8, 2019
October 20, 2020

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Preamble

2019-2021

This contract made and entered into this 8th, day of October, 2019, and on the 20th day of October 2020 by and between the Board of Education of The Greenwood Community School Corporation, hereinafter referred to as the "Board," and the Greenwood Education Association, an affiliate of the Indiana State Teachers Association and National Education Association, hereinafter called the "Association."

ARTICLE I DEFINITIONS

- A. The term "Teacher," shall refer to full time or part-time certificated persons, as defined in IC 20-29, in the employment of the School Employer, Greenwood Community School Corporation, excepting therefrom; superintendents, assistant superintendents, assistants to the superintendents, administrative assistants, business managers; directors or the supervisors or coordinators and their assistants with School Corporation-wide responsibilities or who devote less than one-half of their school time to actual classroom instruction; principals, assistant principals, vice principals, directors, department head or chair person who devote less than one-half of their school time to actual classroom instruction; all non-certified employees; any certificated employee appointed to an "acting" position for any designated excluded position; and all part-time certificated employees, said part-time employees shall include employees who have contracted for less than a full school year.
- B. The term "Board" shall include officers, representatives and agents authorized by the "Board" acting in concert at a duly constituted meeting.
- C. The term "Association" shall include authorized officers, representatives, and agents designated by those procedures adopted by the "Association."
- D. The term "School Corporation" shall refer to the Greenwood Community School Corporation of Johnson County of the State of Indiana.
- E. The term "Emergency" shall refer to an unforeseen occurrence, condition or situation which by its unusual nature would not be anticipated under normal conditions.
- F. When references are made to male teachers in this contract, it also includes female teachers.

ARTICLE II TERM OF AGREEMENT

This contract shall be effective as of July 1, 2019 and shall continue in effect through June 30, 2021, provided however, that contract will be reopened for the 2020-2021 school year to negotiate the amount of revenue to be applied to the 2020-2021 Compensation Model. This

contract constitutes the entire agreement between the parties, shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ARTICLE III
SALARY

A. The parties agree that salaries and wages to be affected by this contract are accurately reflected in Appendices attached hereto and made a part of this contract and shall be in effect from July 1, 2019, until June 30, 2021, provided however, that the contract will be reopened for the 2020-2021 school year to negotiate the amount of revenue to be applied to the 2020-2021 Compensation Model.

B. **SUMMER WORKSHOP PAY**

Projects done by a teacher during the summer will be compensated at the rate of one-hundred dollars (\$100.00) per day. The dollar value of any project will be determined by the Administration before the teacher undertakes the project, and the teacher agrees to complete the project for that dollar value, regardless of the number of hours needed to complete the project. In the event both the Administration and the teacher agree that unforeseen circumstances necessitate an increase in the amount to be paid for such project, the Administration and the teacher may agree to increase the amount to be paid for such project.

ARTICLE IV
FRINGE BENEFITS

A. **INSURANCE BENEFITS**

1. Effective January 1, 2014, the Board shall pay up to \$7000 of the annual premium for single health insurance coverage or up to \$16,000 of the annual premium for family health insurance coverage.
 - a. Said major medical coverage shall be a high deductible health plan, with a Health Savings Account (HSA), on file in the Superintendent's office, agreed to by the Board and the Association.
 - b. The school corporation will make a Health Savings Account (HSA) available to teachers. The parties agree the school corporation will amend the HSA plan and Health Insurance Plan, if necessary, to comply with any changes in the federal law or IRS regulations.
 - c. The Board and the Association shall appoint a committee, consisting of not more than eight (8) members, which shall be charged with the responsibility of investigating health insurance plans when in the best interests of the parties.

- d. Each party to this Contract shall appoint one-half (½) of the members of such committee.
 2. The School Corporation shall furnish, if requested, life insurance in the principal sum of Fifty Thousand Dollars (\$50,000.00) with double indemnity for accidental death, unless otherwise dictated by the life insurance policy, for each Teacher requesting same. Teachers must pay One Dollar (\$1.00) per year of the cost of this policy.
 3. The School Corporation shall furnish Long Term Disability Insurance for each Teacher requesting same. Each Teacher must pay One Dollar (\$1.00) per year of the cost of the policy. Such coverages shall become effective on the first day of the month following employment.
 4. The School Corporation shall pay 100% of the annual single premium toward a dental plan for each teacher requesting the same. The teacher may apply the annual single premium amount to a family plan. The teacher is responsible for any cost difference between the single and family premium.
 5. The School Corporation shall pay 100% of the annual single premium toward a vision plan for each teacher requesting the same. The teacher may apply the annual single premium amount to a family plan. The teacher is responsible for any cost difference between the single and family premium.
 6. All new medical/dental insurance coverages in this contract shall become effective January 1 of each year unless such effective date for a specific insurance coverage is precluded by the insurance carrier in which case the effective date shall be the earliest possible date thereafter. Provided however, no lapse of coverage shall be allowed to occur by any change in the effective date in any insurance coverage.
- B. **SECTION 125** Benefits provided to employees by Section 125 of the Internal Revenue Code shall be made available to any Teacher requesting the benefit. Any Teacher so requesting may reduce the Teacher's annual salary up to the IRS maximum allowable amount at the commencement of each plan year for the selection of benefits as are provided pursuant to Section 125 of the Internal Revenue Code. The Corporation shall pay the administrative costs of the plan except for the individual monthly administrative charge which shall be paid by the Teacher.

C. **INDIANA PUBLIC LAW 253-2001 AND SOLUTION**

Because of Indiana Public Law 253-2001, which provides an opportunity for schools to solve their unfunded liabilities and to pre-fund any increases in benefits after June 30, 2001, the School Corporation and the Association have agreed to revise the "Retirement Severance Pay" and Early Retirement Pay" programs under Article IV, D., E., and F. of the Master Contract in effect as of June 30, 2001 with respect to teachers who are employed by the School Corporation and who remain continuously so employed (including any

approved leave) until eligible for benefits. Early Retirement Pay hereunder shall be provided by an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code (“Code”) (“457(b) Plan”) and the retiree health subsidy shall be provided by a tax-exempt Code Section 501(c)(9) trust (“VEBA”). The one-time buyout of the Retirement Severance Pay shall be made to a Code Section 401(a) plan established by the School Corporation. Funding for the 457(b) Plan, 401(a) plan, and VEBA will be from bonds to be issued by the School Corporation in accordance with the requirements and limits of P.L. 253-2001.

To be eligible for any of the benefits hereunder, teachers must have been employed by the School Corporation prior to the 2000-2001 school year and continue to be employed by the School Corporation on July 1, 2003 (“Eligible Teacher”).

D. RETIREE HEALTH COVERAGE

A Teacher exercising the option of participating in the Annuity Plan of Article IV., F. or hired in the 2000-2001 school year or later shall not be entitled to any benefits under this Article IV., E. A retired Eligible Teacher enrolled in the School Corporation’s standard hospitalization insurance plan during the school year immediately preceding retirement, may continue to be enrolled in the hospitalization plan until the Eligible Teacher’s sixty-fifth (65th) birthday, but such participant shall be responsible for the payment of the entire insurance premiums applicable to the Eligible Teacher’s insurance coverage. It will be the responsibility of the participant to pay such insurance premiums in the manner designated by the Superintendent.

An Eligible Teacher who retires during or after the 1997-1998 school year and is enrolled, immediately prior to retirement, in the School Corporation’s Health Insurance plan and continues to be enrolled until the Eligible Teacher’s 60th birthday anniversary shall be entitled to thereafter receive Seven Hundred Fifty Dollars (\$750.00), to be paid toward the School Corporation’s Health Insurance Plan, for five (5) years or until the Eligible Teacher qualifies for Medicare, whichever occurs first.

E. QUALIFIED ANNUITY PLAN

1. All employees currently employed by the Greenwood Community School Corporation shall have the option of investing, by a salary reduction agreement, in a §403(b) qualified annuity plan consistent with the 403(b) Plan adopted by the Board (Annuity Plan). The Board and the Association agree that changes to the Plan Document and the Adoption Agreement that apply only to teachers will be bargained by the Board and the Association. Each Teacher exercising the option may invest, including any contribution by the School Corporation, to the maximum amount allowed by law.
2. The School Corporation shall, annually, match by payment into the Annuity Plan on behalf of those Teachers opting to invest in the Annuity Plan up to the amounts pursuant to the following schedule:

0-5	Years	\$750
6-10	Years	\$800
11-15	Years	\$850
16+	Years	\$900

3. The Board's contributions shall be deposited monthly in an individual account for each Teacher enrolled in the Annuity Plan. Deposits made by the School Corporation and the individual Teachers to the Annuity Plan become the assets of the Teacher and, in the event of death, his/her beneficiary or estate.
 4. All employees employed by the School Corporation shall be eligible to participate in the Annuity Plan. New employees must notify the School Corporation in writing within ninety (90) days of the first day of their employment that they wish to participate in the Annuity Plan. Such notification must be made in writing on a form provided by the Treasurer, stating the amount of the salary reduction to be deducted and deposited in the Annuity Plan and is non-revocable for that school year.
 5. A Teacher exercising the option of participating in the Annuity Plan of this Article IV, E. shall not be entitled to the provisions of Article IV., C. and D.
- F. If a Teacher qualifies and elects to accept a student Teacher authorized by the Administration, the Teacher shall receive the remuneration provided by the assigning institution.
- G. Total salary contract shall be divided into twenty-six (26) equal pays. Except as otherwise provided, the time of any payment of any salary will not be accelerated.
1. A teacher who severs employment for any reason, including resignation or death, will receive the remaining pay in a final paycheck on the regularly scheduled pay date for the pay period in which his/her last day of employment occurs.
 2. Teachers resigning at the end of the school year will continue to receive their remaining pay on the regular twenty-six (26) paycheck schedule.
 3. Teachers retiring for purposes of the Indiana State Teachers Retirement Fund at the end of the school year will receive their remaining pay no later than the last pay day in June of the year of retirement.
 4. The foregoing provisions shall be construed and administered in a manner to comply with Section 409A of the Internal Revenue Code and shall not be amended or terminated in any manner that would cause a teacher's salary to be subject to early inclusion in income as provided in 409A.

5. Teachers hired after June 30, 2009, and beginning with the 2009-2010 school year, the first pay shall be no later than the third full week of school.

ARTICLE V
LEAVE DAYS

A. CREDIT OF ANNUAL LEAVE DAYS

1. Each teacher shall be entitled to be absent for a total of thirteen (13) days of the first year of employment and eleven (11) days thereafter without the loss of compensation for the following:
 - a. Eight (8) of these Annual Leave Days may be used for personal illness of the teacher or the illness of a member of the teacher's immediate family. Immediate family shall include husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, step-parent, or any person residing in the household of the teacher. A first year teacher may use the two (2) additional annual leave days for personal illness of the teacher or illness of a member of the teacher's immediate family.
 - b. Medical or dental appointments of the teachers or members of their household that cannot be scheduled outside the school day.
 - c. Up to three (3) days of annual leave may be used for personal business that cannot be scheduled outside the regular school day. Additional days may be granted at the discretion of the Board.
2. The above annual leave days shall be subject to the following restrictions:
 - a. Annual leave days will be charged in full day units except when a teacher is absent three or fewer hours at either the beginning or end of the teacher day and in such cases annual leave will be charged in half day units.
 - b. A physician's statement may be required at the discretion of the Superintendent or the Board of School Trustees after a teacher has been absent for three (3) consecutive days.
 - c. In the event of an emergency or extraordinary circumstance, which shall be interpreted to mean an emergency and/or extraordinary circumstances that would rarely occur or be highly unusual, on the day before or after a school holiday, the teacher may utilize a paid personal annual leave day. The teacher's request must be made in writing to and filed with the Superintendent. The reason(s) for and proof of the need for absence must accompany the written request. If a teacher cannot secure proof prior to the absence, the teacher must provide this proof immediately upon his or her return to work. A specific form will be developed for this purpose. Approval of this leave day is at the sole discretion of the Superintendent and

may not be appealed. If the teacher takes a day that is not approved by the Superintendent, the teacher may take a non-paid day. A teacher who must take a non-paid day as the result of the Superintendent's disapproval of this day of personal annual leave will lose the professionalism point on his or her RISE evaluation.

3. Teachers hired from another Indiana school district may transfer up to seven (7) days of accumulated sick leave days per year from the previous district into the accumulated leave days after the first year of employment.

B. MAXIMUM ACCUMULATION

1. The total unused portion of annual leave shall be permitted to accumulate as accumulated leave days in an unlimited amount for all Teachers employed prior to the 1994-95 School Year.
2. Each Teacher employed subsequent to the 1993-94 School Year, shall be allowed to accumulate a maximum of one hundred twenty (120) accumulated leave days.

C. USE OF ACCUMULATED LEAVE DAYS

1. Personal Illness
 - a. Accumulated leave days may be used for personal illness, which may include necessary medical and dental appointments when the Annual Leave days have been exhausted.
2. Family Illness
 - a. A teacher may use up to five (5) days of accumulated sick leave for illness in the immediate family if requested by the teacher and granted by the Superintendent. Immediate family shall include husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, step-parent, or any person residing in the household of the teacher. The Superintendent may require certification of a medical necessity for the teacher's presence to care for the family member.

D. SUMMER SCHOOL Two (2) additional days classified as annual leave days may be accumulated for Teachers on the date of their signing summer school contracts.

E. LEAVE OF ABSENCE Sick leave days accumulated by a Teacher prior to a leave of absence shall be credited to a Teacher upon return.

F. ACCOUNTING DATE Teachers shall be given a written accounting of accumulated sick leave by October 1 of each year.

G. CATASTROPHIC ILLNESS AND INJURY BANK

A Catastrophic Illness and Injury Bank will be established for all teachers who voluntarily contribute one (1) day to the bank. At the time of the request for days if the teacher has no accumulated sick leave, the teacher may contribute an annual leave day.

The voluntary Catastrophic Illness and Injury Leave Bank permits a teacher who is absent from assigned duties due to catastrophic personal illness, unforeseen surgery or debilitating injury and who has utilized all annual leave, accumulated sick leave, and all other paid leave benefits of whatever nature to petition for leave days from the Bank under the following conditions:

1. In order to participate in the Catastrophic Illness and Injury Bank (CIIB) a teacher must make his/her contribution within the first thirty (30) days of the school year or the first thirty days (30) days of employment.
2. Should the CIIB committee determine that sufficient days exist no contributions will be solicited from current CIIB members. If the reserve of benefit days of the CIIB becomes depleted in the course of a school year, additional contributions may be requested from all the donors. If a teacher fails to make an additional contribution when requested his/her membership and access to the CIIB shall be terminated. If the teacher is currently accessing CIIB at the time an additional contribution is requested he/she shall contribute an additional day at the beginning of the next school year. This contribution shall be made even if the teacher determines that they no longer wish to participate in the CIIB and shall be in addition to any other voluntary contribution.

Any teacher who is granted days from the CIIB shall repay those days at a rate of two (2) days per year until all CIIB days are repaid. If the teacher was using days from the CIIB at the time an additional contribution was requested, that day shall also be contributed. These repayment days shall be automatically deducted at the time the year's annual leave days are credited to the teacher. Should a teacher sever employment and not have fully repaid CIIB days, the teacher shall forfeit any annual or accumulated sick days necessary to repay the CIIB. If the teacher wishes to continue to participate in the CIIB he or she shall make a contribution as outlined in A.

3. Only those teachers who voluntarily contribute to the bank may seek to derive benefits. Unused days in the bank will be carried forward into the next school year.
4. The CIIB will be administered by a committee consisting of the Superintendent or the Superintendent's designee, the President of the Association or the President's designee, and one Member of the Association appointed by the President of the Association. The committee is charged with the responsibility of developing forms, procedures, rules and regulations as to the operation of the Catastrophic Illness and Injury Bank pursuant to the provisions of this Article. The granting or denial of days from the Catastrophic Illness and Injury Bank is specifically excluded from the grievance procedure.

5. CIIB days may be accessed only after the teacher's own annual leave or accumulated sick leave days have been exhausted.
6. Benefits from the CIIB can only be used for the teacher's own catastrophic illness, unforeseen surgery or debilitating injury which is anticipated to extend beyond twenty (20) consecutive work days.
7. The CIIB Committee after considering all information provided by the Applicant shall make a determination as to whether the absence qualifies as a catastrophic illness, unforeseen surgery or debilitating injury. This decision is subject to appeal as provided for in Section Q.
8. After absence of five (5) or more consecutive, uncompensated work days for the same catastrophic illness, unforeseen surgery or injury, the teacher may apply for a maximum of thirty (30) days from the bank. A Teacher requesting days from the CIIB shall make the request in writing to the President of the GEA, the Superintendent and the Corporation Treasurer.

An application for CIIB days must be received by the CIIB Committee up to ten (10) days prior to the use of the CIIB for any prearranged absence and no more than ten (10) after the use of the sick days if not prearranged. CIIB days shall be used only during approved personal illness or accident and shall not accumulate to the teacher in any manner.

9. The Committee shall maintain appropriate records of all CIIB requests, determinations and appropriate dates.
10. The Committee shall make a determination within five (5) school days of a request. The committee shall notify the Teacher in writing at the earliest possible time following a determination.
11. The Catastrophic Illness or Injury Bank committee shall maintain the right to modify or change a determination in the event additional information becomes known or available to it. The requesting Teacher shall be notified in writing at the earliest possible time of a modification or change of a determination.
12. The CIIB will be confined to the school year and will not be available to summer school teachers.
13. Benefit days may be granted for the period of disability when monies are being received from Worker's Compensation or Short Term Disability. However, the total amount received shall not exceed the teacher's regular salary. Applicants may also be required to report income from other sources that are received because of the individual's catastrophic illness, unforeseen surgery or injury. Adjustments in benefits may be made in order that the total amount received does not exceed the teacher's regular salary.
14. All requests to the CIIB must be accompanied by a physician's signed statement confirming the catastrophic illness, unforeseen surgery, or injury.

15. In case of incapacitation, requests for CIIB may be submitted by the agent of or a member of the teacher's immediate family.
16. No more than thirty (30) CIIB days will be granted in response to one application. Teachers may access the CIIB only one time during any one school year. Once a teacher becomes eligible for long term disability (LTD), CIIB benefits end.

The CIIB Committee may consider requests for single or partial days for scheduled ongoing medical treatments related to a catastrophic illness or injury. Additional medical documentation including the reasons necessitating the scheduling of these treatments during the work day will be required. In addition, the Committee may also consider the applicant's past use of annual and accumulated sick leave in making their decision. Any days granted under this section shall be considered part of the thirty (30) day maximum for any one school year.

17. All decisions of the committee may be appealed to the Appeals Committee which shall consist of the CIIB committee and two additional members, one of whom shall be appointed by the President of the Association and one of whom shall be appointed by the Superintendent. The decision of the appeals committee shall be, for all purposes, final. All parties, including without limitation individual Teachers, hereto specifically acknowledge the finality of the appeals committee's decision for all purposes including, without limitation, that it shall not be grieved under this Contract.
18. A Teacher shall have no rights to Catastrophic Illness or Injury Bank days other than those granted pursuant to this Article.

H. **LEAVE INCENTIVE** A teacher on contract for the full school year shall qualify for Leave Incentive Pay after the conclusion of the school year as follows:

1. Use of no (zero days) leave days during school year - \$300 to be paid into the teacher's Section 401(a) or Section 403(b) annuity account;
2. Use of not more than one (1) leave day - \$225 to be paid into the teacher's Section 401(a) or Section 403(b) annuity account.

ARTICLE VI **MISCELLANEOUS LEAVES**

A. **SPECIAL MEDICAL AND DENTAL LEAVE** A Teacher may be granted, upon request, a short term leave of absence with pay, for a period of not to exceed forty-five (45) minutes for the purpose of a doctor or dentist appointment including travel time to and from such appointment. Such leave shall be granted by the building principal, only upon the Teacher having made arrangements for another Teacher to cover the absent Teacher's class

and also for the period immediately following the Teacher's absence in the event of not returning exactly within the forty-five (45) minutes.

B. MATERNITY LEAVE

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.

C. DISABILITY LEAVE

A disability leave for a maximum of one calendar year shall be granted to any Teacher whose health requires it, providing a physician's statement verifying the health disability accompanies the Teacher's written request for said leave. This leave shall be renewed on an annual basis upon the Teachers written request and an updated physician's statement confirming the health disability. A teacher on disability leave may use paid leave granted by the collective bargaining agreement, Board policy, or law.

D. ADOPTION LEAVE

A teacher may use up to thirty (30) days of paid leave for the adoption of a child. This leave may be a combination of annual leave and accumulated sick leave.

E. PARENTAL LEAVE A teacher shall be granted two (2) consecutive days of paid leave upon the birth or adoption of his or her child. The teacher must provide proof of the birth or adoption at the time he or she seeks to be compensated for this leave. The leave provided in this section may not be used in conjunction with Article VIII, B, Anticipated Temporary Disability Leave – Pregnancy Leave or Article VIII, D, Adoption Leave.

F. JURY DUTY LEAVE When a Teacher is called for jury duty, the Board shall pay the Teacher his full salary provided that such Teacher agrees to return to the Board all per diem pay received for serving on jury duty.

G. FUNERAL LEAVE

1. Funeral leaves shall be allowed as follows:

- a. A death in the immediate family which shall include husband, wife, mother, mother-in-law, father, father-in-law, brother, sister, son, daughter, step-son, step-daughter, step-parent, grandchild, grandparent or dependent person residing in the household of the Teacher shall result in a funeral leave, if desired by the Teacher, for five (5) consecutive Contract Days immediately following the death of said person. Should the Teacher not use a total of five (5) consecutive contract days following such death, the Teacher may use up to two (2) of the five (5) contract days to settle estate matters, provided the days are taken within the ninety (90) day period following the death.

Three (3) consecutive Contract Days funeral leave shall be allowed immediately following the death of an Aunt, Uncle, Niece, Nephew. Should the Teacher not use a total of three (3) consecutive contract days following such death, the Teacher may use up to one (1) of the three (3) contract days to settle estate matters, provided the day is taken within the ninety (90) day period following the death. Such leave shall not be counted as annual leave.

- b. Additional time for funerals of relatives or persons other than those in the immediate family or additional time for deaths in the immediate family may be permitted.

H. **STAFF DEVELOPMENT LEAVE** A Teacher may be granted up to three (3) days per school year with pay and expenses for the purpose of attending other schools, meetings, or conferences of an educational nature as approved by the Administration.

I. **COURT LEAVE** Court leave with pay shall be granted to Teachers actively engaged in teaching at the time such appearance is required for such time as may be necessary to make appearances in court or before administrative agencies, including hearing officers, for proceedings in which the School Corporation is a party, or the subject matter of such proceeding is connected with the Teacher's employment with the School Corporation. This leave will not apply in cases where the Teacher has sued the School Corporation, or if the Teacher is appearing on behalf of others who have sued the School Corporation.

J. **SCHOOL BUSINESS LEAVE** Verbal consent of the building principal or his designee is required before a Teacher leaves the building on school business.

K. **GENERAL PROVISIONS COVERING LEAVE OF ABSENCE**

Teachers on a leave of absence may continue to participate in the School Corporation's group insurance programs subject to contract or carrier restrictions of the insurance policies and the Teacher's assumption of total premium payments made on the first day of each month. Provided, however, the School Corporation will pay a portion of the insurance premiums for such group insurance programs which become due during the summer for Teachers who are on leave without pay. Summer is defined as that period of time from the end of the spring semester to the beginning of the following fall semester. That portion to be paid by the School Corporation will be determined by the number of days the Teacher has taught. If a Teacher has taught twenty-three (23) to forty-five (45) days, then, in that event, the School Corporation will pay twenty-five percent (25%) of its agreed share of the summer premium; forty-six (46) to sixty-eight (68) days--fifty percent (50%); sixty-nine (69) to eighty-nine (89) days--seventy-five percent (75%); ninety (90) or more days--one hundred percent (100%). Except as provided immediately above, the Teacher shall be responsible for the entire balance of the insurance premiums due during the entire term of the leave.

L. **ASSOCIATION LEAVE**

The Association shall be granted a total of five (5) days annually without loss of compensation for use by the Association President, or the President's designee(s), to perform work of the Association, including attending the Indiana General Assembly to lobby on matters of educational concern.

ARTICLE VII
MISCELLANEOUS PROVISIONS

- A. **CONTRACT SUPERSEDES CONTRACT BOARD RULES, ETC.** The agreements in this contract shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms recorded herein as such rules, regulations or practices apply to certificated employees within this unit.

- B. **CONSISTENT CONTRACTS** Any individual contract between the Board and an individual Teacher shall be consistent with the terms and conditions of this contract.

- C. **SURVIVAL OF PROVISIONS** If any provisions of this contract or any application of this contract to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

This contract is made and entered into at Greenwood, Indiana, on the 8th day of October, 2019, and on the 20th day of October 2020, by and between the Board of Education of Greenwood Community School Corporation, Johnson County, Indiana, heretofore referred to as the "Board" and the Greenwood Education Association, an affiliate of the Indiana State Teachers Association and the National Education Association, heretofore referred to as the "Association."

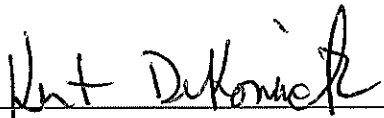
This contract is so attested to by the parties whose signatures appear below:

**BOARD OF EDUCATION OF THE
GREENWOOD COMMUNITY
SCHOOL CORPORATION**

BY: 
Steve Moan, PRESIDENT

**GREENWOOD EDUCATION
ASSOCIATION**

BY: 
Alison Bonham, PRESIDENT

BY: 
Kent DeKoninck, SUPERINTENDENT

Appendix A

Greenwood Community School Corporation 2019-20 Compensation Plan

A. 2019-2020 Base Salary Increases

Teachers who meet the eligibility requirements and the factors as defined below will be entitled to a base salary increase for the 2019-2020 school year.

B. Funds Available for 2019-2020 Base Salary Increases

For the 2019-2020 academic year, the negotiated amount available to fund base salary increases for teachers is four hundred seventy two thousand, three hundred seventy two dollars (\$472,372). The total negotiated amount for increases to base salaries for the 2019-2020 school year will be calculated using the following factors for all eligible teachers to determine a per percentage point value.

C. Eligibility Statement

A teacher who did not receive a highly effective or effective evaluation rating in the prior school year is not eligible for a salary increase in the current year and remains at their prior year salary.

D. Factors and Definitions

1. Evaluation – The teacher received an evaluation rating of Highly Effective or Effective on the 2018 - 2019 annual performance evaluation tool.
2. Experience – The teacher was employed by the Greenwood Community Schools on the first teacher day of the 2019-2020 school year and worked at least one hundred twenty (120) days, as determined by the Indiana Public Retirement System, during the 2018-2019 school year at Greenwood Community Schools as a teacher.
3. Education – To be eligible, a teacher must possess a content area Master's Degree, which is beyond the requirements for employment. Content area is defined by the Indiana Department of Education and can be found on IEERB's website at www.in.gov/ieerb/2411.html.

E. Weight Assigned to Factors and Distribution Description

The weight assigned to the factors identified above shall be as follows:

1. Evaluation – 5 points

2. Experience – 1 point

3. Education – 1 point

- The available funds will be divided by the sum of points earned by all eligible teachers to determine the dollar value per point.
- Salary increase amounts are determined by multiplying each teacher's points by the dollar value per point
- The maximum number of points a teacher can earn = 7 points.
- The combination of education and experience account for less than 50% of the maximum available salary increase.

F. Redistribution

Because all available funds will be distributed to eligible teachers, there will be no funds remaining to redistribute.

G. Time of Payment

The Board will pay the base salary increases and stipends described herein not later than 150 days after both parties ratify the contract.

H. Salary Range

The salary range is \$39,919 to \$74,616- not including current year increases or TRF contributions.

I. New Hires

The base salary for teachers newly hired to the Greenwood Community Schools for the 2019-2020 school year will be set within the salary range set forth above and as determined in the discretion of the Superintendent. The newly-hired teacher's initial base salary will include the negotiated base salary increase provided to returning staff with the exception of the Greenwood experience point as described Factors section above.

J. Stipends

In addition to base pay allocations, Greenwood Community School Corporation will allocate four hundred seventy two thousand, three hundred seventy two dollars (\$472,372) to pay one-time stipends. Funds will be distributed by the same factors as the Greenwood Compensation Model. Criteria for Stipend eligibility is the same as the Greenwood Compensation Model. New teachers to the school corporation are eligible for this stipend with the exception of the Greenwood experience point described in the

Factors section above. Teachers must be employed by Greenwood School Corporation on the date of stipend payment in order to receive the stipend. Stipends will not be pro-rated.

K. Dual Credit Teaching Stipends

Teachers who teach dual credit class for the 2019-2020 school year will receive a stipend of one-thousand dollars (\$1,000). For purposes of this stipend, a “dual credit class” is defined as: [Courses offered that have articulation agreements with colleges and universities leading to High School and College Credit both being earned. Advanced Placement (A.P.) Courses do not qualify]. The intent of this stipend is to assist teachers who are required to become certified for these additional classes at their own expense.

Appendix B

Greenwood Community School Corporation 2020-21 Compensation Plan

A. 2020-2021 Base Salary Increases

Teachers who meet the eligibility requirements and the factors as defined below will be entitled to a base salary increase for the 2020-2021 school year.

B. Funds Available for 2020-2021 Base Salary Increases

For the 2020-2021 academic year, the negotiated amount available to fund base salary increases for teachers is 0 dollars (\$0). The total negotiated amount for increases to base salaries for the 2020-2021 school year will be calculated using the following factors for all eligible teachers to determine a per percentage point value.

C. Eligibility Statement

A teacher who did not receive a highly effective or effective evaluation rating in the prior school year is not eligible for a salary increase in the current year and remains at their prior year salary.

D. Factors and Definitions

1. Evaluation – The teacher received an evaluation rating of Highly Effective or Effective on the 2019 - 2020 annual performance evaluation tool.
2. Experience – The teacher was employed by the Greenwood Community Schools on the first teacher day of the 2020-2021 school year and worked at least one hundred twenty (120) days, as determined by the Indiana Public Retirement System, during the 2019-2020 school year at Greenwood Community Schools as a teacher.
3. Education – To be eligible, a teacher must possess a content area Master's Degree, which is beyond the requirements for employment. Content area is defined by the Indiana Department of Education and can be found on IEERB's website at www.in.gov/ieerb/2411.html.

E. Weight Assigned to Factors and Distribution Description

The weight assigned to the factors identified above shall be as follows:

1. Evaluation – 5 points
2. Experience – 1 point

3. Education – 1 point

- The available funds will be divided by the sum of points earned by all eligible teachers to determine the dollar value per point.
- Salary increase amounts are determined by multiplying each teacher’s points by the dollar value per point
- The maximum number of points a teacher can earn = 7 points.
- The combination of education and experience account for less than 50% of the maximum available salary increase.

F. Redistribution

Because all available funds will be distributed to eligible teachers, there will be no funds remaining to redistribute.

G. Time of Payment

The Board will pay the base salary increases and stipends described herein not later than 150 days after both parties ratify the contract.

H. Salary Range

The salary range is \$41,571 to \$76,929- not including current year increases or TRF contributions.

I. New Hires

The base salary for teachers newly hired to the Greenwood Community Schools for the 2020-2021 school year will be set within the salary range set forth above and as determined in the discretion of the Superintendent. The newly-hired teacher’s initial base salary will include the negotiated base salary increase provided to returning staff with the exception of the Greenwood experience point as described Factors section above.

J. Stipends

In addition to base pay allocations, Greenwood Community School Corporation will allocate five hundred ninety six thousand, five hundred fifty seven dollars (\$596,557) to pay one-time stipends. Funds will be distributed by the same factors as the Greenwood Compensation Model. Criteria for Stipend eligibility is the same as the Greenwood Compensation Model. New teachers to the school corporation are eligible for this stipend with the exception of the Greenwood experience point described in the Factors section above. Teachers must be employed by Greenwood School Corporation on the date of stipend payment in order to receive the stipend. Stipends will not be pro-rated.

K. Dual Credit Teaching Stipends

Teachers who teach dual credit class for the 2020-2021 school year will receive a stipend of one-thousand dollars (\$1,000). For purposes of this stipend, a “dual credit class” is defined as: [Courses offered that have articulation agreements with colleges and universities leading to High School and College Credit both being earned. Advanced Placement (A.P.) Courses do not qualify]. The intent of this stipend is to assist teachers who are required to become certified for these additional classes at their own expense.

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APPENDIX C

**GREENWOOD COMMUNITY SCHOOLS
EXTRACURRICULAR ACTIVITIES SCHEDULE**

Trac A (\$9110)
H. S. Varsity Boys Basketball
H. S. Varsity Girls Basketball
H. S. Varsity Football
H. S. Marching Band Director
Trac B (\$7110)
M.S. Athletic Director
Trac C (\$5100)
H. S. Varsity Wrestling
H. S. Varsity Asst. Boys Basketball
H. S. Varsity Asst. Girls Basketball
H. S. Varsity Asst. Football (2)
H. S. Reserve Boys Basketball
H. S. Reserve Girls Basketball
H. S. Reserve Football (2)
H. S. Asst. Marching Band (2)
H.S. Associate Athletic Director
Trac D (\$4740)
H. S. Varsity Baseball
H. S. Varsity Softball
H. S. Varsity Volleyball
H.S. Combined B&G Varsity Track
Trac E (\$4020)
H. S. Vocal Music Director
H. S. Varsity Boys Track
H. S. Varsity Girls Track
H. S. Instrumental Music Director

Trac F (\$3280)
H.S. Combined Cross Country
H. S. Yearbook Sponsor
H. S. Newspaper Sponsor
H. S. Asst. Instrumental Director
Middle School Instrumental Director
H. S. Head Boys Swimming
H. S. Head Girls Swimming
H. S. Head Boys Soccer
H. S. Head Girls Soccer
H. S. Asst. Track (3)
H. S. Asst. Wrestling
H. S. Freshman Boys Basketball
H. S. Freshman Girls Basketball
H. S. Freshman Football
H.S. Strength Coach Winter Season
Title 1 Coordinator
Title III NESP Coordinator
High Ability Coordinator
Trac G (\$2910)
H. S. Varsity Asst. Baseball
H. S Varsity Asst. Softball
H. S. Head Boys Golf
H. S. Head Boys Tennis
H. S. Head Girls Tennis
H. S. Reserve Baseball
H. S. Reserve Softball
H. S. Reserve Volleyball
H. S. Freshman Asst. Football
H. S. Head Girls Golf
H.S. Band Winter Competition(3)
H.S. Choir Choreography
H.S. Strength Coach Fall Season
Trac H (\$2630)
Middle School Vocal Music Director
H.S. Combined CC Assistant
Eighth Grade Boys Basketball
Eighth Grade Girls Basketball
Eighth Grade Football
Seventh Grade Boys Basketball
Seventh Grade Girls Basketball
Seventh Grade Football
H.S. Strength Coach Spring Season
H.S Vocal Music Asst. Director

Trac I (\$2330)
H. S. Varsity Fall Cheerleader
H. S. Varsity Winter Cheerleader
H. S Asst. Boys Swimming
H. S. Asst. Girls Swimming
H. S. Freshman Volleyball
H. S. Freshman Baseball
H. S. Freshman Softball
Middle School Wrestling
M. S. Boys & Girls Head Swimming
Eighth Grade Asst. Football
Eighth Grade Volleyball
Seventh Grade Asst. Football
Seventh Grade Volleyball
Seventh/Eighth Grade Boys Track
Seventh/Eighth Grade Girls Track
HS Fall Dramatics Director
HS Spring Musical Director
H.S. Asst. Athletic Director (2)
Asst. to Elementary Principal (8)
Trac J (\$2050)
Junior Class Sponsor
H. S. Asst. Boys Soccer
H.S. Asst. Girls Soccer
Seventh/Eighth Asst. Girls Track
Seventh/Eighth Asst. Boys Track
Seventh/Eight BB Asst. Boys (2)
Seventh/Eight BB Asst. Girls (2)
Head Robotics 7-12
Trac K (\$1680)
H.S. Dept. Director *
H. S. Reserve Fall Cheerleader
H. S. Reserve Winter Cheerleader
H. S. Dance Team
H.S. Strength Coach Summer
Eighth Grade Cheerleader
Seventh Grade Cheerleader
Asst. Robotics 7-12
HS Fall Dramatics Asst. Director
HS Spring Musical Asst. Director

Trac L (\$1310)
H. S. Dept. Director*
M. S. Asst. Wrestling (2)
H. S. Student Council (2)
M. S. Department Head (9)
M. S. Asst. Swim Coach (2)
M.S. Head Cross Country
Sixth Grade Boys Basketball
Sixth Grade Girls Basketball
H. S. Key Club
Senior Class Sponsor
Senior Project Coordinator
M. S. Weight Training
National Honor Society
Trac M (\$1020)
H. S. French Club
H. S. Spanish Club
M. S. Yearbook
M. S. Spell bowl
M. S. Student Council
Elementary School Choir Dir (4)
H. S. Intramural Director
M. S. Book Club
M.S. 6th Grade B/G BB Asst. (2)
M. S. Boys Golf
M. S. Girls Golf
M. S. Boys Tennis
M. S. Girls Tennis
M. S. Girls Soccer
M. S. Boys Soccer
M. S. Poms
H. S. Interact Club
H. S. Thespian Club
H. S. Academic Coordinator
Industrial Arts (3)
Robotics 4-8 (5)
H.S. Best Buddies (2)
HS Spring Music Choreography
HS Spring Music Conductor

Trac N (\$720)
H. S. Academic Team (5)
M. S. Academic Team (4)
Elementary Academic Team (8)
M. S. Science Club
Spell bowl
Elementary Student Council (4)
H. S. Asst. Boys Tennis
H. S. Asst. Girls Tennis
Sixth Grade Cheerleader
M.S. Asst. Cross Country
M.S. National Honor Society
H.S. Gaming Club
H.S. Environmental Club
M.S. Four Paws Club
Asst. Robotics 6-8
M.S. Writers Club

* Department Directors – combined total of 11 inclusive of Trac K and L. Trac K must have 5 or more positions in their respective department. Trac L will have 4 or less positions in their respective department. Special Education Department Directors will be paid on Trac K.

- The number of positions identified above were not bargained and are included for informational purposes only.

ADDITIONAL EXTRA DUTY POSITIONS

Per superintendent approval, changes in ECA athletic positions will be made according to student need, not to exceed the total current cost per ECA schedule.

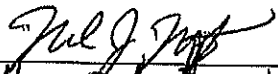
Additional positions may be established at any time by the School Corporation.

Compensation levels for any newly created positions shall be mutually agreed upon by the Board and the Association.

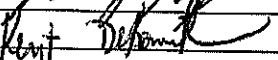
**MEMORANDUM OF UNDERSTANDING BETWEEN
GREENWOOD COMMUNITY SCHOOL CORPORATION (GWCS) AND
GREENWOOD EDUCATION ASSOCIATION (GEA)**

1. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Governing Board of Greenwood Community School Corporation, herein referred to as the Board, and the Greenwood Education Association, herein referred to as the GEA.
2. **Purpose:** The purpose of this MOU is to formally establish an amendment to the 20-21 Contract Agreement. The amendment will be included as part of Article IV: Paid Leaves. The amendment adds the provision of COVID Paid Leave. This provision was unable to be added during the Negotiation window of September 15, 2020 to November 15, 2020, set by the General Assembly, because at that time, the need for Paid Leave related to COVID was provided for under the Families First Corona Response Act (FFCRA). FFCRA expired December 31, 2020 and was not renewed by Congress. Therefore, this amendment is necessary to define the terms of COVID Paid Leave for the remainder of the current contract.
3. **Contract Language Addendum: COVID Paid Leave:** COVID Paid Leave shall be granted to the teacher if the teacher is unable to work, including unable to telework, because the teacher is subject to Federal, State, or local quarantine related to COVID-19. The teacher is entitled to up to ten (10) COVID Paid Leave days during the term of the contract (July 1, 2020-June 30, 2021). All paid leave time granted under FFCRA from July 1, 2020-December 31, 2020 is counted toward the ten (10) COVID Paid Leave days to which a teacher is entitled under this addendum. Additionally, if an employee is unable to work due to a bona fide need to care for an individual subject to quarantine or care of a child whose school or child care provider is closed due to Covid-19 related reasons, a 2/3 pay provision will be available for the care option. The care days are part of, and not additional, to the total allotment of the 10 COVID day paid leave provision.
4. **Term of MOU:** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than June 30, 2021.
5. **Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.


Greenwood Community Schools

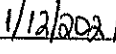


Paul J. Jupp Board President




Kevin DeKoninck Dr. DeKoninck Superintendent



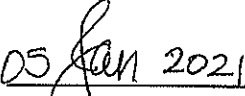
Date


Date

Greenwood Education Association



Alison Bonham, Mrs. Alison Bonham, President



Date

MEMORANDUM OF UNDERSTANDING

The Greenwood Community School Corporation (the "School Corporation") and the Greenwood Education Association (hereinafter collectively referred to as the "Parties") are entering into this Memorandum of Understanding as part of the 2019-2021 Master Teachers Contract.

REASON FOR THE MEMORANDUM OF UNDERSTANDING

A. The COVID-19 pandemic during the 2020-2021 school year resulted in teachers having increased workloads and responsibilities based upon the constant changing circumstances presented by the pandemic.

B. The parties were unaware during the time of formal bargaining in the Fall of 2020 that additional ESSER II funds were going to become available to local public schools for COVID related purposes during the Spring semester in 2021.

C. The parties would like to compensate all teachers for the extra work performed and dedication exhibited to their students during the 2020-2021 school year throughout the pandemic.

D. Accordingly, the Parties desire to provide a teacher appreciation stipend to all members of the bargaining unit using the ESSER II funds in accordance with the terms of this Memorandum of Understanding.

Therefore, the Parties agree as follows:

1. For the 2020-2021 school year, the parties desire for each member of the bargaining unit to receive a one-time stipend in the sum of \$1,839 for their extra work and dedication to the students of the School Corporation during the COVID-19 pandemic. The one-time stipend contemplated herein will be paid to each bargaining unit member by no later than June 30, 2021.

2. This Memorandum of Understanding will be part of the 2019-2021 master teacher contract and will expire on June 30, 2021.

GREENWOOD COMMUNITY
SCHOOL CORPORATION

By: 
Board President

GREENWOOD EDUCATION ASSOCIATION

By: 
Association President

ATTEST:

By: 
Board Secretary

By: _____
Association Secretary

Ratification Date: 4/20/21

Ratification Date: 04/08/21