

CONTRACT
July 1, 2023- June 30, 2024

BY AND BETWEEN

AVON COMMUNITY SCHOOL CORPORATION

AVON FEDERATION OF TEACHERS

LOCAL #3519

AFT INDIANA

AMERICAN FEDERATION OF TEACHERS-AFL-CIO

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PREAMBLE

This Contract is entered into this 13th day of November 2023 by and between the Board of School Trustees of the Avon Community School Corporation and the Avon Federation of Teachers, Local #3519, AFT Indiana, American Federation of Teachers, AFL-CIO.

ARTICLE I

Definitions

- A. The term "teacher," when used in this Contract, shall refer to each and every member of the bargaining unit as described in Article II.
- B. The term "Board," when used in this Contract, shall refer to the Board of School Trustees, Avon Community School Corporation, and any person(s) authorized by them to act in its behalf in dealing with the teachers.
- C. The term "Federation," when used in this Contract, shall refer to the Avon Federation of Teachers, Local #3519, A.F.T. Indiana, A.F.T., AFL-CIO, as the organization recognized by the Avon Community School Board, and any person(s) authorized by them to act in its behalf in dealing with the Board.
- D. The term "Parties," when used in this Contract, shall refer to the Federation and the Board.
- E. The term "seniority," when used in this Contract, shall be the total number of consecutive years a teacher shall have been employed on regular teacher's contract or on approved leave with the Avon Community School Corporation.

ARTICLE II

Recognition

- A. The Avon Federation of Teachers, Local #3519, American Federation of Teachers, AFT Indiana, AFL-CIO, is hereby recognized by the Avon Community School Corporation, hereinafter called the Board, as the bargaining agent for the Avon Certificated Employees excluding the Superintendent, Assistant Superintendent, Director of Special Education, Director of Human Resources, Director of Technology, Director of Teaching and Learning, Assistant Director of Special Education, Assistant Director of Technology, Curriculum Coordinators, Athletic Director, Assistant Athletic Director, Department Chairs, Principals, Assistant Principals, Director of Guidance, and Substitute Teachers, hereinafter called the bargaining unit pursuant to Indiana Law.

ARTICLE III

Deductions

- A. Dues - The Board agrees to deduct Union membership dues from the salaries of those teachers who have authorized such deductions. Such authorization shall be provided by the Union and submitted to the Board on or before the fourth (4th) pay date of the school year. Such authorization shall continue in accordance with applicable Indiana law. Additional authorization will be accepted anytime with deductions beginning within four (4) weeks of the submission of the authorization.

Deductions shall be made on a schedule based on request from the Avon Federation of Teachers (AFT) made to the administration by August 1 of each calendar year. Total remaining Union dues from non-returning teachers will be deducted accordingly from their last payroll check. The proceeds from the deductions shall be forwarded by the Board to the Treasurer of the Union within five (5) school days after the checks from which the deductions were made are delivered to the teachers.

- B. Individual Deductions - A teacher may change the amount of any deductions at any time.

ARTICLE IV

Retirement Benefits

Supplemental Retirement Savings Plan

- A. Supremacy of this Article

This Article [Article IV] shall be supreme and shall replace the existing Article VI of this Agreement and all other Collectively Bargained Agreement language relating to Retirement, Bridge, or Severance Benefits for Avon Community School Corporation teachers.

Any and all Retirement, Bridge, and Severance Benefits granted by previous Collectively Bargained Agreements are hereby eliminated and replaced by the provisions included in this Article.

- B. Definitions

For the purposes of this Article, "base pay" means a teacher's salary as of the ratification of this Contract, exclusive of any Board lump sum contribution to a Section 401(a), 403(b), 457, or any other deferred compensation plan, any ongoing Board contribution to a Section 401(a), 403(b), 457, or any other deferred compensation plan, any extended contract, any Bachelors or Master's degree stipend, any extra-curricular stipends, or any other compensation.

C. Creation of Plans & Selection of Plan Vendors

The Board shall establish and maintain a Section 401(a) Plan for the benefit of teachers. A Vendor Selection Committee [the "Committee"] consisting of two (2) members appointed by the Board and two (2) members appointed by the Avon Federation of Teachers ("Federation") shall recommend 401(a) Plan vendor(s) to the Board of School Trustees.

The Board shall employ the services of a consultant to assist the Committee in its initial consideration and recommendation of vendor(s). The consultant, at the Board's request and sole discretion, may also assist the Board in its determination of the vendor(s). After the initial recommendation and determination of vendor(s), any future employment of consulting services shall be at the sole discretion of the Board. Each vendor(s) recommended by the Committee must agree in writing that if selected by the Board, that it will agree to a Hold Harmless Agreement in favor of Avon Community School Corporation and any other documents necessary, as reasonably determined by the Board.

Prior to selecting a vendor(s) for the 401(a) Plans offered pursuant to this Article, the Board shall consider the recommendation of the Committee. If the Board should reject the initial recommendation of the Committee, the Committee shall make a second recommendation to the Board within thirty (30) days of such rejection. If the Board rejects the second recommendation of the Committee, the Committee shall submit a list of three (3) vendors to the Board within fifteen (15) days of such rejection. The Board shall then select a vendor from the list submitted by the Committee.

D. 401(a) Plan

All teachers currently employed by Avon Community Schools shall receive the benefits of the Board's ongoing contribution to the 401(a) Plan described in Section F of this Article IV.

In the event an error, as reasonably determined by the Board, is made in the Board's initial contribution to the 401(a) Plan or any subsequent contributions, the Board reserves the right to withdraw any amount deposited to a teacher's 401(a), 403(b) or 457 Plan account in excess of that which the teacher was entitled to receive pursuant to the terms and conditions of this Article. Any such withdrawal shall be adjusted for earnings and losses as reasonably determined by the Board. Any funds withdrawn from a teacher's 401(a), 403(b), or 457 Plan account shall be returned to the Board and may be used by the Board to meet future obligations under the 401(a) Plan.

If a teacher discovers an error in the Board's initial contribution to the 401(a), 403(b), or 457 Plan account or any subsequent contributions, the teacher shall have the right to petition the Board and receive any additional amount due pursuant to the terms and conditions of this Article upon presentation of adequate and reasonable evidence that such additional amount is due. The adequacy and reasonableness of the teacher's evidence shall be at the sole determination of the Board. Any additional contributions shall be adjusted for earnings and losses as reasonably determined by the Board.

The 401(a) Plan's terms and conditions for the administration of the Plan will be determined by the Board except that the following shall apply:

1. Separate Accounts

The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his/her account shall be invested among the investment options made available by the selected investment vendor for the 401(a) Plan.

2. Vesting

Until such time that a teacher has satisfied the eligibility requirements for vesting as set forth in this Article, the teacher shall have no access to the assets held in his/her separate 401(a) Plan account.

3. Forfeiture

If a teacher resigns or is terminated or dismissed by the Board before satisfaction of the vesting requirements set forth in this Article, for any reason, the terminated teacher's 401(a) Plan shall be forfeited. The forfeited amount shall be returned to the Board and may be used by the Board to meet future obligations under the 401(a) Plan.

Once the initial \$1,400,000 contribution that the Board is providing from the Education Fund for the lump-sum buyout is recouped by the Board from forfeited funds described above, including any forfeited funds used by the Board to meet its obligations under the 401(a) Plan, any forfeited funds will be evenly redistributed among the teacher accounts existing at the time of the forfeiture.

4. Vendors

By mutual agreement between the Federation and the Board, any investment vendor may be prohibited from contact with teachers on school premises if the conduct of the representative in offering annuities or other qualified tax-deferred plan products does not constitute acceptable or ethical business practices.

5. Distributions

Following Retirement and the satisfaction of the Notice and Vesting requirements set forth in this Article, a retired teacher may elect to commence distributions from his/her 401(a) Plan account. If a teacher is deceased after having satisfied the vesting requirements of this Article, the deceased teacher's 401(a) Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made.

At no time may a teacher borrow from his/her account or pledge or assign his/her account as security or collateral for any debt.

6. Costs

The Board shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. However, to the extent allowed by applicable law, the Board shall be reimbursed for its reasonable expenses incurred in the administration of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the 401(a) Plan assets in a reasonable manner as determined by the Board.

7. Additional Plans

The Board may establish other qualified plans as described in Section 401(a) of the Code, subject to terms and conditions as the Board shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained as part of the 401(a) Plan.

E. 401(a) Plan Contributions

For teachers who were employed by the Avon Community School Corporation as of June 30, 2004, and for teachers newly hired or re-hired after June 30, 2004, the Board shall provide an ongoing annual contribution of four percent (4%) of the teacher's base pay. The Board contributions shall be deposited into the 401(a) Plan with each regular payroll.

For teachers who retired and were rehired prior to January 1, 2010, and draw a pension from the Indiana State Teacher Retirement Fund, the Board shall provide an additional ongoing annual contribution of six percent (6%) of the teacher's base pay. The Board contributions shall be deposited into the 401(a) Plan with each regular payroll.

The Board and the Federation shall agree upon plan documents that meet all legal requirements as may be amended.

F. Vesting Requirements

Any contributions made by the Board to the 401(a) Plan on behalf of teachers shall be subject to a vesting schedule.

A teacher shall be fully vested in the retirement benefits described in this Article if the teacher has satisfied the following requirements:

1. The teacher shall be one hundred percent (100%) vested in the Board's ongoing annual 401(a) contributions not including any lump-sum buyout contributions after five (5) continuous years of employment with Avon Community School Corporation. Teachers with at least five (5) continuous years of employment as a teacher with Avon Community School Corporation as of June 30, 2004, shall be one hundred percent (100%) vested in any ongoing annual contributions made by the Board into a 401(a) Plan account for the teacher's benefit.
2. A teacher with less than five (5) continuous years of employment as a teacher with Avon Community School Corporation as of June 30, 2004, will not have a vested interest in the ongoing annual contributions made by the Board into the

401(a) Plan account on the teacher's behalf until the teacher has completed five (5) continuous years of employment as a teacher for the Avon Community School Corporation.

3. Teachers will receive credit for their continuous completed years of employment as a certificated employee as of June 30, 2004.

"Certificated employee" and "certificated employment" as used in this Article means employment in a position requiring a license from the Indiana Professional Standards Board for purposes of vesting, "continuous completed years of service" means the number of consecutive years of employment as a certificated employee in the Avon Community School Corporation. Approved leaves of absences not exceeding one (1) year shall not be considered to be a break in continuous employment for the purpose of determining "continuous completed years of service" but a teacher on an approved leave of absence for one (1) school year or more will not receive "completed years of service" credit for vesting purposes under Article IV for the time the teacher is on the approved leave of absence. Any teacher working at least one hundred twenty (120) days in a given school year shall receive credit for that year for vesting purposes under Article IV.

4. A teacher who is not fully vested in the Board's 401(a) Plan contributions pursuant to Article IV and who voluntarily resigns or is terminated for any reason shall not retain any prior partial vesting rights if ever rehired by the Board.

If a teacher has not fully satisfied the vesting requirements upon his/her termination of employment for any reason, the 401(a) Plan account funds of the terminated teacher shall be forfeited. If the terminated teacher is rehired, the forfeited account funds shall not be reinstated.

G. Portability

401(a) Plan contributions shall become portable upon full satisfaction of the vesting requirements described in Article IV. However, no distributions may be made prior to employment termination.

Receipt of 401(a) Plan funds by the teacher shall be subject to the Entitlement to Retirement Benefits requirements described in this Article.

H. Entitlement to Retirement Benefits, Notice Eligibility

For the purposes of this Section "retirement benefits" shall mean distributions from a teacher's 401(a) Plan account.

Teachers shall be entitled to receive retirement benefits only when they satisfy the vesting requirements described in Article IV and retire, separate employment from Avon Community School Corporation, become permanently disabled, or are deceased.

Application for retirement benefits shall be made in writing in the form of a Notice of Intent to Retire to the Board via the Superintendent of Schools.

A teacher who becomes permanently disabled while employed by the Avon Community School Corporation and has fully satisfied the vesting requirements listed in Article IV, upon proof of disability by medical evidence shall be eligible to receive the retirement benefit payable as mutually agreed upon by the teacher and the Avon Community School Corporation, but not later than July 31 of the teacher's final year of employment.

The last day on which a teacher may rescind a previously accepted Notice of Intent to Retire shall be the first day of the second semester that school is in session of the year in which the teacher previously notified the Board that he/she intended to retire.

I. Insurance

Teachers who retire according to Article IV and who were enrolled in the school corporation's medical/dental insurance plan during the school year immediately preceding retirement may continue to be enrolled in the medical/dental insurance plan at the same level of enrollment (i.e. single, employee/spouse, employee/child, or family) until such time as the teacher shall become eligible for Medicare benefits. Such teachers may also opt to change their enrollment at the time of their retirement from the previous level to the single plan.

Teachers who retire according to Article IV and who elect to continue enrollment in the school corporation's medical/dental insurance plan shall be responsible for the timely payment of the entire premium for all coverage's elected by the teacher.

ARTICLE V

Leaves

The Board agrees to provide all leave days under this article without loss of compensation or benefits to the teacher.

A. Sick/Family Illness Leave

1. Each teacher under contract shall be entitled to be absent from work on account of illness or quarantine for a total of nine (9) days their first school year of employment and nine (9) days in each succeeding school year. If, in any one school year, the teacher shall be absent for such illness or quarantine less than the stated number of days, the remaining days shall be accumulative to a total of one hundred ninety (190) days. If a teacher resigns during the course of a school year, medical documentation will be required for sick/family illness days requested once a resignation letter is received.
2. A teacher teaching on a supplemental service contract during the summer shall be eligible to use accumulated sick leave. A teaching day in summer school shall be equal to a regular school teaching day. No additional sick leave days shall be granted for summer school.

3. Each teacher shall be allowed to use sick/family illness leave to care for illness, surgery, or accident involving a member of the immediate family. In the event that a teacher needs to be on an approved medical leave to care for covered family members under the Family and Medical Leave Act, sick/family illness leave would only be approved during FMLA eligibility.

The term "immediate family" shall be construed in this instance to mean children/stepchildren, parents, and anyone living in the house of the employee.

If the teacher has no accumulated sick/family illness leave days, the leave is without pay.

Teachers may be asked to provide medical documentation of sick/family illness days taken immediately before/after breaks or holidays.

B. Personal Business Leave

1. Each teacher under contract shall be granted four (4) days per school year of paid leave for the conduct of personal or civic affairs and/or the observance of religious holidays. If a teacher's resignation takes effect during the course of a school year, personal days requested within thirty (30) days of final day of employment may not be approved.
2. Personal days will normally be taken as full days.
3. During normal school days, the reason for the request may simply state "personal business."
4. Prior to or after holidays, vacation, or extended weekends, the specific reason must be provided. Personal days used immediately before/after extended breaks (summer, fall, winter, spring) will be counted as two personal days. Consecutive personal days will be counted as double before or after extended breaks. Personal half-days will not be approved before/after an extended break (summer, fall, winter, spring). The Avon Federation of Teachers (AFT) and administration discourage teachers from using all personal days consecutively and acknowledge that all personal leave requests that use three or more consecutive days must receive approval from the Superintendent/designee.
5. Personal half-days may be taken provided:
 - a. The administration approves the request;
 - b. A half-day substitute teacher can be acquired.
6. Application for personal leave should be submitted to the building principal four (4) school days prior to the date of the leave. If the four (4) school day notification cannot be met, the teacher must contact the Superintendent or his/her designee(s).

7. Unused personal business leave days shall be accumulated as sick leave.

C. Family Death Leave

1. Within ten (10) consecutive calendar days beyond the date of death of a relative, each teacher shall be entitled to be absent no more than the number of days as follows:
 - a. Five (5) consecutive contract days: husband, wife, son, daughter, father, mother, brother, sister, or any relative living in the household of the teacher. This also includes any relative who is a step- or half- of any of the stated relationships.
 - b. Three (3) consecutive contract days: grandchild, father-in-law, and mother-in-law.
 - c. Two (2) consecutive contract days: great-grandfather, grandfather, great-grandmother, grandmother, niece, nephew, uncle, aunt, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents-in-law.
2. In the case of a delayed funeral or memorial service that is scheduled outside of the ten (10) consecutive calendar days, Family Death Leave may be delayed attending the funeral or memorial service with the supervisor's permission.
3. Situations may arise that require special consideration. In such cases, the teacher may submit a written request to the Superintendent explaining the special circumstance.

D. Pregnancy Leave

1. This leave is mandated by Indiana Law (I.C. 20-28-10-5). Information relative to the provisions and benefits under this law may be obtained from the Federation Local President or the Superintendent.
2. The Board will enforce the requirements for taking sick leave days during pregnancy leave. , Per this agreement, teachers shall be entitled to take available sick leave days during any portion of maternity leave covered by FMLA.

E. Jury Duty Leave

A teacher serving on a jury will be paid the difference between his/her regular pay on a per diem basis and the per diem pay received as a juror, provided:

Evidence is received prior to the next payday from the Court Bailiff as to the amount received for jury duty.

F. Professional Days

Each teacher employed on a regular contract may request one (1) day per school year without loss of compensation for the purpose of attending a meeting in the academic field of the teacher. The teacher must show what benefit may be derived from the activity. This request is subject to approval of the principal and Superintendent.

The President of the Federation will be allowed to utilize eight (8) Professional Days per year without loss of compensation. These leave days may be used in half day increments and unused days do not accrue from year to year.

G. Sick Leave Bank

A voluntary sick leave bank shall be established whereby a teacher, as defined herein in Article I, who is absent from assigned duties due to personal illness and who has utilized all sick leave and personal leave, or is absent from assigned duties due to the catastrophic illness of a member of his/her immediate family as defined previously in Section G and has utilized all family illness leave and personal leave, may petition a committee, as established herein, for sick leave days from the bank under the following conditions:

1. The number of days in the bank able to be used shall not exceed two hundred fifty (250) days per school year, provided, however, that (a) a veteran teacher who is not a current member of the bank may become a member by contributing two (2) sick leave days to the bank contributed not earlier than August 1 nor later than September 15th of any school year, and (b) a teacher who is newly hired in this school corporation shall have fifteen (15) days from the date of initial duty assignment, or until September 15th of any school year, whichever is later, during which time such teacher may choose to participate in the bank by contributing one (1) sick leave day.
2. At the end of each school year, a teacher who exceeds the cumulative total allowed for sick days may contribute a maximum of two (2) sick days to the bank. The total of days contributed by teachers who exceed the cumulative total may not exceed twenty (20) sick days in a school year.
3. Any teacher that has left employment of the school district and returned at a later date will be considered a newly hired teacher. In the case the bank is depleted during the school year, the current year's contribution shall be assessed at the time of such depletion to all members of the bank who have not already contributed a day to the bank during the school year. If a teacher does not have a day to contribute, the day can be assessed at the start of the next school year.
4. Said teacher may be granted days from the bank under the following conditions:
 - a. The teacher must have chosen to become a current member of and participate in such bank by contributing one (1) sick leave day to the bank not earlier than August 1st or later than September 15th each year, and such day contributed shall be non-returnable to the teacher. However, in the

event that the number of accumulated days in the bank at the beginning of a school year is of sufficient number that a contribution of one (1) sick leave day by a teacher that is a current member of the bank would cause the maximum number of days specified hereinabove in Paragraph One (1) to be exceeded, the current year's contribution by all such current members shall be suspended, except that in case the bank is depleted during the school year, the current year's contribution shall be assessed at the time of such depletion;

- b. Written certification will be provided by the teacher's physician or in the case of family illness, the family member's physician substantiating the illness and certifying that the absence will continue during a period of at least five (5) days following the utilization and exhaustion of all said paid leave benefits as provided herein;
 - c. Written application must be made no later than twelve (12) days after exhaustion of said paid leave benefits;
 - d. The teacher must have been absent for at least four (4) duty days after exhaustion of said paid leave benefits;
 - e. Upon resumption of employment after using days from the bank, said teacher shall repay the number of days owed to the bank (number of days borrowed minus number of days contributed) at the rate of two (2) sick leave days per year, plus said teacher shall continue to contribute one (1) day per year as provided hereinabove in Paragraph 2 (a):
 - f. If a teacher leaves employment at this school corporation, any days owed to the bank shall be waived.
5. A three (3) member sick leave bank committee shall be established to receive written requests and allot days from the bank according to the provisions herein, under guidelines established by the committee. The committee shall be composed of two (2) persons appointed by the Federation and one (1) person appointed by the Superintendent. Days allotted by the committee to an individual teacher shall be available for use beginning with the fifth (5th) day of absence after exhaustion of the teacher's said paid leave benefits, and such allotment to a teacher by the committee shall not exceed a fixed maximum of thirty (30) days for teacher use and fifteen (15) for family medical support per application. The committee shall be limited to a total allotment of two hundred fifty (250) days per school year.
6. A teacher who is unable to return to assigned duties when the allotted days are exhausted may re-apply to the committee for additional days.

Any days granted by the committee to an individual teacher shall terminate effective the earliest date as hereinafter provided:

- a. The day after the last day of the term of employment for the school year, or

- b. The day after the last day of allotted number of days granted by the committee, or
- c. The first day of return to employment subsequent to the granting of days by the committee.
- d. Long-term disability (LTD) insurance takes effect.

H. Witness Duty

- 1. If a teacher is subpoenaed by a parent/guardian of a student or by other proper legal authority as a witness in court to testify in a suit arising out of the performance of the duties for, or employment with, this school corporation, the teacher shall be entitled to professional leave days and paid full regular salary for the number of days mandated to perform such obligation, provided the total amount of per diem allowance earned by such teacher, if any, is remitted by the teacher to the school corporation.
- 2. A teacher shall receive no payment by this school corporation if subpoenaed as a witness in a suit:
 - a. In which the teacher is a party to the lawsuit, or
 - b. Brought against the Board or this school corporation by any teacher organization, including the Federation. This specific exception shall not apply if the teacher is subpoenaed as a witness by the Board in such suit, or
 - c. Brought by the Board or this school corporation against any teacher organization, including the Federation. This specific exception shall not apply if the teacher is subpoenaed as a witness by the Board in such suit.

I. Other Leave Circumstances

- 1. Absence of a teacher due to injury and/or disability sustained as a result of an assault or battery within the scope of a teacher's employment shall not be charged against the teacher's leave if the teacher was properly discharging his/her duties for the School Corporation at the time of the injury. During the period of absence, the teacher's salary and benefits shall continue in full to a maximum of ninety (90) days without reduction in accumulated sick or personal leave days. If Workers' Compensation benefits are paid during the 90-day period, the teacher shall return that portion of the benefits allotted for salary.

ARTICLE VI

Teacher Compensation

A. Salary Range

1. The base salary range for a teacher on a 185-day* contract at the beginning of the school year, before the contract increases take effect is \$50,000-\$92,000 not including current year increases or TRF contributions.

After the salary increases take effect, the base salary range for a teacher on a 185-day* contract will be \$52,750 - \$96,000.

*The number of contract days was not bargained but is included solely for informational purposes.

2. New Teacher Salary Provisions

- a. The starting salary for the 2023-24 school year for a beginning teacher with a Bachelor's degree is \$52,750 and for a beginning teacher with a Master's degree is \$54,007.

- b. New teacher minimum salary is \$52,750. Teachers hired from outside of the school district with teaching experience will be placed no higher than the highest salary of any teachers currently in the system with the same experience and degree. The exception to this is the one-time stipend given to support the academic needs of students as noted elsewhere in this Article.

3. Base Salary Increases - General Eligibility

In order for a teacher to be eligible for a salary increase under this agreement, he/she must *not* have been rated as Needs Improvement or Ineffective on the ATLAS Teacher Effectiveness Rubric for the previous year and have worked a minimum of a 120-day contract in ACSC the previous school year. Teachers who are on an approved Board of School Trustees leave cannot count days during said leave towards the 120-day total. Funds for salary increase of teachers rated ineffective or improvement necessary have been redistributed for compensation of all teachers rated effective or highly effective.

4. Base Salary Increases- Factors, Definitions, and Distribution

- a. Evaluation rating—The teacher received a highly effective or effective evaluation rating for the prior year. The increase for this factor is \$2,000 per eligible teacher.

- b. Experience—The teacher has worked a minimum of a 120-day contract in ACSC the previous school year. The increase for this factor is \$750.

The total available increase under this Contract and corresponding compensation model is \$2,750. See Section F below for Supplemental Payments granted by the Board following Discussion.

B. Future Distributions, Movement, Increase

All parties agree that any salary increase is subject to future negotiations and available revenue and not guaranteed by this contract.

C. Supplemental Payments

The following supplemental payments, which were subject to Discussion and not bargained, have been established by the Board for the 2023-24 school year, and are included in this Contract document for informational purposes only:

1. A supplemental payment in the form of a base salary increase is being provided to a teacher who by the end of the 2022-23 school year earned:

- a. a Master’s degree from an accredited postsecondary educational institution in education, curriculum, educational leadership
- b. Effective January 1, 2024, other content areas (different than those listed above) with prior approval from the Superintendent or designee or
- c. a Doctor of education, curriculum, and/or educational leadership by the end of the 2022-2023 contract year.

Such teacher will receive a base salary increase of \$3,000 prior to receiving any salary increase provided under the compensation model in the 2023-24 ACSC/AFT Contract or any other supplemental payments provided to all other eligible teachers. The teacher must notify the Human Resources Department and submit official transcripts with the degree conferred no later than September 15 of the school year to be eligible for this increase.

2. A supplemental payment (“retention milestone increase”), in the form of a base salary increase, is being provided to teachers with the following years of service in Avon who worked at least 120 days in ACSC (not counting leaves) the previous contract year and received an evaluation rating of Effective or Highly Effective. Only one retention milestone increase (“retention milestone increase”) will be granted to each teacher.

Retention Milestone	Percentage Increase
1-5 years in Avon	2%
6-10 years in Avon	2.5%
11-15 years in Avon	3%
16-20 years in Avon	3.5%
21+ years in Avon	4%

D. One-Time Stipends

1. In order to meet the academic needs of students and enhance leadership in the district, a one-time stipend of up to \$5,000 may be given to an ACSC teacher for transferring to another school, grade level, or subject area. This is a one-time stipend and is provided as compensation for work beyond the regular teaching duties of the position.
2. In order to meet the academic needs of students, a one-time stipend of up to 5,000 may be given to a teacher hired from outside of the school district. This performance pay will be awarded for unique experience, expertise, or licensing area. The administration has the authority to give this performance pay stipend in the following areas: Multi-Lingual, Special Education, Spanish, Japanese, French, , Advanced Placement, High Ability, Math, Science, and Family & Consumer Sciences. Offering this performance pay stipend in other unique circumstances will be by joint agreement of the ACSC administration and the AFT President. This is a one-time stipend.
3. A teacher who becomes or is Nationally Board Certified in one of the NBPTS certification areas, will receive a one-time stipend of \$2,500 at the beginning of the school year following receipt of the certification. This stipend will not be added to the base salary. Documentation of this certification must be on file in the Office of the Superintendent before September 15 of the school year to be eligible for this stipend.
4. For the 2023-24 school year, an eligible teacher whose base salary is at the top of the salary range and whose increase is less than 7% will receive a one-time stipend that equates to the difference between their previous base salary and new base salary increase to reach a 7% salary increase.
5. If the teacher fails to fulfill the duties of his/her assignment or does not stay to the end of the school year in the year in which the stipend is paid, the stipend must be returned to the school district.

E. Pay days will be scheduled biweekly during the year. Teachers not returning shall receive the balance of the present year contract on the last pay in June.

F. Ancillary/Extra Duty Pay:

1. If a substitute teacher cannot be provided and it becomes necessary for a regularly employed teacher to be used in lieu of a substitute during the regularly employed teacher's preparation time, which is not considered part of the regular duties a teacher receives compensation for performing, the Board shall pay that teacher one sixth (1/6) of the current daily substitute rate for each period worked, providing the absent teacher is on a field trip or is charged with an absence or leave time as defined in Article V.

2. Teachers who participated in ACSC professional development or curriculum work outside of the adopted school calendar will be compensated at a rate of \$120 per day. For purposes of this section a day is defined as 6 hours. Pay for this section can be earned in half day or full day increments.

3. If a need exists to compensate a teacher by his/her hourly rate, it will be calculated using the teacher's daily rate divided by 7.25.

G. Indiana State Teachers Retirement Fund

The amounts contained in (1) the salary schedule, (2) the extra-curricular salary schedule herein contained in Appendix A, and (3) to the extent allowed by law, the retirement benefits herein contained in Article VI include three percent (3.00%) of said amounts to be paid directly to the Indiana State Teachers Retirement Fund by the Board on behalf of each affected teacher for payment of the teacher's share of such retirement contribution. Thus, the individual teacher's contract for each affected teacher shall be written for the amount of compensation payable which is less than the said three percent (3.00%).

ARTICLE VII

Extra-Curricular

The Parties agree that the extra-curricular salaries to be paid are accurately reflected in APPENDIX A.

ARTICLE VIII

Insurance

A. The Board shall provide, for those teachers who elect to participate and are under regular or temporary contract, a health insurance plan which shall include hospital, medical, surgical, and major medical benefits; and a dental insurance plan which shall include major dental benefits.

The Board will contribute a portion of the annual premium on behalf of the employee in accordance with the following table:

Single medical and dental plan	- 82%
Family medical, family dental plan	- 65%
Employee + Spouse medical and dental plan	- 65%
Employee + Children medical and dental plan	- 65%

B. Effective January 1, 1997, the Board shall provide a long-term disability group insurance plan with each teacher paying one dollar (\$1.00) per year. All eligible teachers shall participate in the plan. The teacher/administration insurance committee may recommend the plan coverage for Board consideration.

C. The Board shall carry Worker Compensation insurance for teaching personnel.

D. A teacher who is employed on less than a full day or full week basis shall have a prorated Board contribution to the health insurance plans in proportion to the portion of a day or week for which the teachers are employed.

E. IRS Section 125

A teacher may participate in this school corporation's flexible benefits plan, with all monthly user fees paid by the participating teacher(s). Such plan shall be solely determined and adopted by the Board after consultation with the Federation under the provisions of Section 125 of the Internal Revenue Service Code. The plan will provide for the following benefits, through salary reduction agreements: The employee share of group insurance premiums. The plan will be effective not later than January 1, 1992, dependent, however, upon training of school corporation personnel and computer software installation. At the election of a retired teacher, the retirement bridge stipend as determined in Article VI (B) will be paid to the retired teacher through the Section 125 plan to the greatest extent possible in order to allow the teacher to apply the stipend or any part thereof to the retired teacher's health insurance.

F. An insurance committee will be formed with representation from the federation and the administration. The committee will make recommendations regarding changes in medical or dental coverage. Recommendations will be made by consensus of the committee.

ARTICLE IX

Grievance Procedure

Section I. Definition

A grievance is an alleged violation or claimed misinterpretation of a specific Article or Appendix of this Agreement.

Section II. Procedure

Step One

Within thirty (30) calendar days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance to the building principal during non-teaching hours. Within three (3) working days after presentation of the grievance, the building principal shall orally answer the grievant. (See Section IV, E for further guidelines.)

Step Two

A. Within three (3) working 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 administration.

- B. The grievance shall (1) name the employee involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this Contract alleged to be violated, (4) state the contention of the grievant with respect to the grievance and, (5) indicate the specific relief requested.
- C. Within five (5) working days after receiving the written grievance, the principal shall communicate his/her answer in writing to the grievant.

Step Three

- A. If the grievance is not resolved in Step Two, the grievant may, within five (5) working days of receipt of the principal's answer, appeal to the Superintendent by filing the grievance and the principal's answer, along with any written response of the grievant to the answer of the principal, with the Office of the Superintendent, which shall issue a receipt therefore.

The Superintendent, or his/her designated representative, shall give the grievant an answer in writing no later than ten (10) working days after receipt of any written grievance properly filed with the Office of the Superintendent.

Step Four

- A. Within ten (10) working days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. The Board shall hold a hearing on the grievance at a regular or special meeting and render its decision in writing to the grievant.
- B. The Board may not consider any material, allegation or remedy that was not presented in Step Three.

Step Five — Arbitration

- A. Within thirty (30) calendar days after receipt of the decision of the Board, the Federation or the Board, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.
- B. The arbitrator shall have no power:
 - 1. To add to, subtract from disregard, alter, or modify any of the terms of this Contract;
 - 2. To rule on the termination of services or failure to re-employ any employee to a position on the extra-curricular schedule, on the coaching staff, as department chairman, or any other position which has a salary or time-off or extra-time bonus;

3. In regard to the dismissal of, or the renewal or non-renewal of, any contract for non-tenure personnel;
 4. In regard to any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including but not limited to any matter subject to the procedures specified in the Teacher's Tenure Act, the Equal Employment Opportunity Act, or other legislation, unless the grievant has submitted an express and effective waiver to any such rights or procedures and has specifically stated in such written waiver agreement to be bound by the decision of the arbitrator;
 5. To change any practice, policy, or rule of the Board or to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.
- C. If either party disputes the arbitrability of any grievance under the terms of this Contract, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- D. The decision of the arbitrator shall be a recommendation to the Federation, its members, the employee or employees involved, and the Board.
- E. The arbitrator, as a part of his/her decision, may assess his/her fees and expenses against either the Board or the Federation, in full or in part, but if the arbitrator does not so act, the fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. All other expenses shall be borne by the party incurring them.

Section III. Hearings

Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend. Hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.

Section IV. Time Limits

- A. Time limits herein may be extended only by mutual agreement, signed by the parties.
- B. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- C. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the answer at the previous step.

- D. Any grievance which arose prior to the effective date of this Contract or after the termination date of this Contract shall not be processed.
- E. The Federation President will orally notify the potential grievant's building principal within three (3) school days of his/her knowing that the possibility of a grievance exists but not more than twenty (20) days from the time the possible grievance occurred.

Section V. State and Federal Law

- A. Nothing contained herein shall deny to any employee rights under State or Federal constitutions and laws.
- B. No tenure employee shall use the grievance procedure to dispute any action by the Board which is in accordance with the State Tenure Laws.
- C. No employee shall use the grievance procedure to appeal any decision of the Board or administration if such decision is pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.

ARTICLE X

Term and Effect

This Contract shall be effective as of July 1, 2023 and shall continue in effect through June 30, 2024. This Contract shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Contract is entered into this 13th day of November, 2023 by and between the Board of School Trustees of the Avon Community School Corporation and the Avon Federation of Teachers, Local #3519, A.F.T. Indiana, A.F.T., AFL-CIO.

The undersigned attest to the following:

1. A public hearing was held on September 12, 2023 in compliance with I.C. 20-29-6-1(b), and electronic participation from the parties and/or public was not permitted; and
2. A public meeting was held on October 23, 2023 in compliance with I.C. 20-29-6-19 to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

Anne L. Engelhardt
President, Avon Board of School Trustees

Julie C. Lucas
President, A.F.T. Local #3519

Scott M. Wyndham, Ed.D.
Superintendent/Chief Negotiator

APPENDIX A

Extra-Curricular Salary Schedule

Any information in the Extra-Curricular Salary Schedule beyond the name of the position and the salary for that position is for informational purposes only.

High School	# Stipends	<u>Stipend Amount</u>
<u>Athletic</u>		
Event Manager	5	1,707
Cheerleader Coach	1	5,150
Assistant Cheerleader Coach	2	2,884
Pool Manager	1	7,725
Boys Baseball Head Coach	1	7,725
Boys Baseball Asst. Coach JV	1	4,120
Boys Baseball Asst. Coach JV	1	3,605
Boys Baseball Freshman Coach	1	3,090
Boys Baseball Asst. Freshman Coach	1	2,060
Girls Softball Head Coach	1	7,725
Girls Softball Asst. Coach JV	1	4,120
Girls Softball Asst. Coach JV	1	3,605
Girls Softball Freshman Coach	1	3,090
Girls Softball Asst. Freshman Coach	1	2,060
Boys Swimming Head Coach	1	5,150
Girls Swimming Head Coach	1	5,150
Boys/Girls Swimming Asst. Coach	2	3,502
Boys/Girls Swimming Asst. Coach	2	2,678
Boys Soccer Head Coach	1	7,725
Boys Soccer Asst. Coach	3	3,605
Girls Soccer Head Coach	1	7,725
Girl Soccer Asst. Coach	3	3,605
Boys Basketball Head Coach	1	12,360
Girls Basketball Head Coach	1	12,360
Boys Asst. Basketball Coach	3	5,665
Girls Asst. Basketball Coach	3	5,665
Boys Cross Country Head Coach	1	7,725
Boys Cross Country Assistant	2	2,884
Girls Cross Country Head Coach	1	7,725
Girls Cross Country Assistant	2	2,884
Football Head Coach	1	12,360
Asst. Football Coach	8	5,665
Asst. Football Coach	3	3,605
Boys Golf Head Coach	1	7,725
Boys Golf Asst. Coach	1	3,502

Girls Golf Head Coach	1	7,725
Girls Golf Asst. Coach	1	3,502
Boys Tennis Head Coach	1	7,725
Boys Tennis Asst. Coach	2	3,090
Girls Tennis Head Coach	1	7,725
Girls Tennis Asst. Coach	2	3,090
Boys Track Head Coach	1	7,725
Boys Track Asst. Coach	1	4,120
Boys Track Asst. Coach	1	3,090
Boys Track Asst. Coach	3	2,575
Girls Track Head Coach	1	7,725
Girls Track Asst. Coach	1	4,120
Girls Track Asst. Coach	1	3,090
Girls Track Asst. Coach	3	2,575
Wrestling Head Coach	1	7,725
Wrestling Asst. Coach	2	3,605
Wrestling Asst. Coach	3	3,090
Girls Volleyball Head Coach	1	7,725
Girls Volleyball Asst Coach	3	4,120
Boys Volleyball Head Coach	1	7,725
Boys Volleyball Asst. Coach	1	4,120
Strength Coach - Spring	2	4,000
Strength Coach - Summer	2	4,000
Strength Coach - Fall	2	4,000
Strength Coach - Winter	2	4,000
Unified Track HC	1	2,060
Unified Track AC	3	773
Flexible Athletic Stipends	6	2,060
<u>Performing Arts</u>		
Orchestra Director	1	6,489
Orchestra Asst. Director	1	3,245
Director of Bands	1	10,815
Marching Band Director	1	6,489
Marching Band Asst. Director	3	3,245
Concert Band Director	1	4,326
Concert Band Asst. Director	2	2,596
Flexible Band Stipends	13	1,082
Musical Director	1	3,245
Dance Director	1	6,489
Dance Team	1	5,408
Dance Team Asst.	1	2,596
Play Director	1	3,245
Flexible Play/Musical Stipends	7	649
Director of Choirs	1	6,489

Choir Associate Director	1	3,245
Show Choir Director	2	4,326
Concert Choir Supervisor	1	3,245
Flexible Choir Stipends	8	1,082
<u>Clubs</u>		
AIM	2	1,514
ASCAP	2	2,596
Avon Thespian Troupe	1	1,514
BPA	1	1,730
DECA	2	1,730
FCCLA	1	1,730
HOSA	4	865
Interact Club	1	1,730
Junior Day of Caring	2	1,730
Model United Nations	1	1,514
National Honor Society	1	1,730
Newspaper	1	2,163
Robotics Coach	1	5,000
Robotics Asst. Coach	3	2,000
Student Government	1	2,596
Student Government Asst.	1	1,514
Yearbook	1	2,163
Flexible Clubs	62	541
<u>Academic</u>		
Dean/OASIS Coordinator	3	5,408
Broadcast Journalism	1	2,163
Speech Coach	2	2,500
Debate Coach	1	2,000
Speech & Debate Asst. Coaches	4	1,700
Spell Bowl Coach	1	1,730
Super Bowl Head	1	1,730
Quiz Bowl	1	1,298
Super Bowl Area Coach	5	1,298
Advanced Placement Stipend (per course taught)	1	541
Ivy Tech Stipend (per course taught)	1	541
PLC Leader	36	649
<u>Other</u>		
Freshman Class	2	1,298
Sophomore Class	2	1,298
Junior Class	2	1,730
Senior Class	2	1,730

Middle School North	# Stipends	Stipend Amount
<u>Athletic</u>		
Athletic Coordinator (Fall, Winter, Spring)	3	3,245
7th Boys Basketball A Coach	1	4,120
8th Boys Basketball A Coach	1	4,120
7th Girls Basketball A Coach	1	4,120
8th Girls Basketball A Coach	1	4,120
7th Boys Basketball B Coach	1	3,090
8th Boys Basketball B Coach	1	3,090
7th Girls Basketball B Coach	1	3,090
8th Girls Basketball B Coach	1	3,090
Cheerleader Coach	2	2,163
Boys Cross Country Coach	1	3,605
Boys Cross Country Asst. Coach	1	2,575
Girls Cross Country Coach	1	3,605
Girls Cross Country Asst. Coach	1	2,575
Event Manager (2/season Fall, Winter, Spring)	6	927
8th Football Head Coach	1	4,120
8th Football Asst. Coach	2	3,502
7th Football Head Coach	1	4,120
7th Football Asst. Coach	2	3,502
Boys Golf Coach	1	3,605
Girls Golf Coach	1	3,605
Boys Tennis Coach	1	3,605
Boys Tennis Asst. Coach	1	2,575
Girls Tennis Coach	1	3,605
Girls Tennis Asst. Coach	1	2,575
Boys Track Head Coach	1	3,605
Boys Track Asst. Coach	2	2,575
Girls Track Head Coach	1	3,605
Girls Track Asst. Coach	2	2,575
7th Girls Volleyball Coach	1	3,605
8th Girls Volleyball Coach	1	3,605
Wrestling Coach Head	1	3,605
Wrestling Asst. Coach	1	2,575
8th Baseball Head Coach	0.5	3,605
8th Baseball Asst. Coach	0.5	2,575
8th Softball Head Coach	0.5	3,605
8th Softball Asst. Coach	0.5	2,575
<u>Performing Arts</u>		
Auditorium Event Manager	1	1,298
Chamber Orchestra	1	1,730
Color Guard Head	1	1,730

Dance Coach	1	1,730
Jazz Band	1	1,730
Show Choir	1	1,730
Theatre	1	1,730
Band/Choir/Orchestra Director	3.5	649
<u>Clubs</u>		
Yearbook	1	1,298
National Jr. Honor Society	2	649
<u>Academic</u>		
Team Leader	6	649
Split Team Leader	2	324
Academic Coach	5	649
Subject Area Coordinator	10	649
Robotics Coach	1	1,730
<u>Other</u>		
Student Government	2	649
Flexible ECA's	25	541
PLC Leaders	11	649

Middle School South	# Stipends	Stipend Amount
<u>Athletic</u>		
Athletic Coordinator (Fall, Winter, Spring)	3	3,245
7th Boys Basketball A Coach	1	4,120
8th Boys Basketball A Coach	1	4,120
7th Girls Basketball A Coach	1	4,120
8th Girls Basketball A Coach	1	4,120
7th Boys Basketball B Coach	1	3,090
8th Boys Basketball B Coach	1	3,090
7th Girls Basketball B Coach	1	3,090
8th Girls Basketball B Coach	1	3,090
Cheerleader Coach	2	2,163
Boys Cross Country Coach	1	3,605
Boys Cross Country Asst. Coach	1	2,575
Girls Cross Country Coach	1	3,605
Girls Cross Country Asst. Coach	1	2,575
Event Manager (2/season Fall, Winter, Spring)	6	927
8th Football Head Coach	1	4,120
8th Football Asst. Coach	2	3,502
7th Football Head Coach	1	4,120
7th Football Asst. Coach	2	3,502
Boys Golf Coach	1	3,605
Girls Golf Coach	1	3,605
Boys Tennis Coach	1	3,605
Boys Tennis Asst. Coach	1	2,575
Girls Tennis Coach	1	3,605
Girls Tennis Asst. Coach	1	2,575
Boys Track Head Coach	1	3,605
Boys Track Asst. Coach	2	2,575
Girls Track Head Coach	1	3,605
Girls Track Asst. Coach	2	2,575
7th Girls Volleyball Coach	1	3,605
8th Girls Volleyball Coach	1	3,605
Wrestling Coach Head	1	3,605
Wrestling Asst. Coach	1	2,575
8th Baseball Head Coach	0.5	3,605
8th Baseball Asst. Coach	0.5	2,575
8th Softball Head Coach	0.5	3,605
8th Softball Asst. Coach	0.5	2,575
<u>Performing Arts</u>		
Auditorium Event Manager	1	1,298
Chamber Orchestra	1	1,730
Color Guard Head	1	1,730

Dance Coach	1	1,730
Jazz Band	1	1,730
Show Choir	1	1,730
Theatre	1	1,730
Band/Choir/Orchestra Director	3.5	649
<u>Clubs</u>		
Yearbook	1	1,298
National Jr. Honor Society	2	649
<u>Academic</u>		
Team Leader	6	649
Split Team Leader	2	324
Academic Coach	5	649
Subject Area Coordinator	10	649
Robotics Coach	1	1,730
<u>Other</u>		
Student Government	2	649
Flexible ECA's	25	541
PLC Leaders	11	649

Intermediate/Middle Schools	<u>#</u> <u>Stipends</u>	<u>Stipend</u> <u>Amount</u>
6-8 Music Coordinator	1	2,596

Intermediate East	# Stipends	<u>Stipend Amount</u>
All Star Band	1	1,082
Chamber Orchestra	1	1,082
Grade Level Coordinator	2	649
Large School Flexible Clubs	10	541
PLC Leader	10	649
Show Choir	1	1,820
Large School Teacher Leadership	5	649
Band/Choir/Orchestra Director	3	649
Dean	1	2,575

Intermediate West		
All Star Band	1	1,082
Chamber Orchestra	1	1,082
Grade Level Coordinator	2	649
Large School Flexible Clubs	10	541
PLC Leader	10	649
Show Choir	1	1,820
Large School Teacher Leadership	5	649
Band/Choir/Orchestra Director	3	649
Dean	1	2,575

Preschool & Elementary Schools (6)		
Avon Aerial Orioles	2	541
Preschool Teacher Leadership	2	649
Teacher Leadership (6 ea. @ 6 schools)	36	649
Large Schools Addl. Teacher Ldrshp (3 schools)	3	649
Elem. Flex Clubs (8 ea. @ 6 schools)	48	541
K-5 Music Coordinator	1	1,514
PLC Leaders (40 across PreK and Elementary)	39	649
K-12 Assistive Technology Coordinator	2	1,500