

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

THE EVANSVILLE VANDERBURGH SCHOOL CORPORATION
AND
THE EVANSVILLE TEACHERS ASSOCIATION

EFFECTIVE
JULY 1, 2025 THROUGH JUNE 30, 2027

TABLE OF CONTENTS

AGREEMENT.....	1
DEFINITIONS AND ABBREVIATIONS	1
ARTICLE I	2
RECOGNITION	2
ARTICLE II.....	2
COMPENSATION PLAN	2
Section 1. Salary Range.....	2
Section 2. Payment	2
Section 3. Salary Increases for Returning Teachers	2
Section 4. Salary for Newly Employed Teachers.....	4
ARTICLE III	4
STIPENDS AND COMPENSATION FOR ADDITIONAL DUTIES.....	4
Section 1. Extra Duties	4
Section 2. Multiple Building Assignment	4
Section 3. Principal Designee.....	4
Section 4. Emergency Classroom Coverage.....	5
ARTICLE IV.....	5
LEAVES.....	5
Section 1. Annual Sick Leave.....	5
Section 2. Accumulated Sick Leave	6
Section 3. Accumulated Sick Leave Bonus.....	6
Section 4. Personal Business Leave	6
Section 5. Sick Leave Bank.....	7
Section 6. Presidents Leave	9
Section 7. Professional Meetings and Workshops.....	10
Section 8. Sabbatical Leave.....	10
Section 9. Bereavement Leave	11
Section 10. Court Leave	11
Section 11. Military Leave	11
Section 12. Association/Legislative Lobbying Leave	12
Section 13. Extended Personal Leave.....	12
Section 14. Exchange Teaching Programs	13
Section 15. Professional Development Leave	13
Section 16. Parental Leave	14
Section 17. Adoptive Leave.....	14
Section 18. Anticipated Temporary Disability Leave	14
ARTICLE V	15
INSURANCES AND OTHER FRINGE BENEFITS	15
Section 1. Hospitalization, Surgical and Medical Insurance	15

Section 2. Dental Insurance	15
Section 3. Vision Insurance	16
Section 4. Term Life Insurance	16
Section 5. Long Term Disability Insurance	16
Section 6. Section 125	16
Section 7. Death While in Active Service	16
Section 8. Worker's Compensation	16
Section 9. Background Checks	17
Section 10. 403(b) Match Program.....	17
Section 11. 401(a) Savings Plan	17
Section 12. Section 115 Trust (VEBA)	18
ARTICLE VI.....	18
RETIREMENT BENEFITS	18
Section 1. Retiree Insurance Benefits.....	18
Section 2. Contract Language Defining The Unfunded Retirement Benefits For Those Teachers Hired Before July 1, 2004.....	19
ARTICLE VII.....	19
SEVERANCE.....	19
Section 1. Buyout of Accumulated Sick Leave	19
ARTICLE VIII	20
GRIEVANCE PROCEDURE	20
Section 1. Grievance Procedure.....	20
ARTICLE IX.....	21
ATTESTATIONS.....	21
Section 1. Effect of Negotiated Agreement.....	21
Section 2. Public Hearings.....	21
Section 3. Electronic Participation in Public Hearings.....	21
Section 4. Term of Agreement	22
Appendix A.....	24
SALARY SCHEDULES	24
Appendix B.....	27
EXTRA DUTY ASSIGNMENTS.....	27

AGREEMENT

THIS AGREEMENT is made and entered into at Evansville, Indiana, on, by and between the Board of School Trustees of the Evansville Vanderburgh School Corporation (herein called "Board"), and the Evansville Teachers Association, an Affiliate of the Indiana State Teachers Association and the National Education Association, (herein called the "Association").

DEFINITIONS AND ABBREVIATIONS

For the purpose of this Agreement, the following terms and abbreviations are defined as follows:

1. Academic Year: The period commencing on July 1 and concluding on June 30.
2. CBA: Collective Bargaining Agreement.
3. COBRA: Consolidated Omnibus Budget Reconciliation Act.
4. CTE: Career and Technical Education.
5. FTE: Full Time Equivalent.
6. I.C.: Indiana Code
7. IDOE: Indiana Department of Education
8. PLC: Professional Learning Community

RECOGNITION

For the term of this Agreement, the Board agrees not to bargain with any other organization for its employees defined in the above paragraph of this Agreement other than the Association unless and until any such other organization is found to be the exclusive representative with all of the rights, liabilities and duties which attach to an exclusive representative as defined in I.C. 20-29-2-9.

A. was employed by the school corporation for a minimum of one hundred twenty (120) days during the previous academic year, and;

B. earned a year of service credit with the state of Indiana for the previous academic year.

The salary of a teacher who does not meet the eligibility requirements remains the same as the previous year.

Factors and Definitions

- A. Academic Needs: Meeting the requirements for continued employment with EVSC.
- B. Education: Acquiring a content area degree beyond the requirements for employment (i.e. Masters or higher). Eligible content areas are those defined by the Indiana Department of Education. A teacher who holds a Workplace Specialist or equivalent license and who completes at least thirty-two (32) hours of college coursework, practical or occupational training that is directly related to the course(s) they teach, or a combination thereof beyond the requirements for their license is considered to have satisfied the Education factor provided such coursework or training is approved by the superintendent or CTE director. Documentation of acquisition of a degree, coursework, or training to satisfy this factor must be submitted to the school corporation on or before August 20.
- C. Instructional Leadership: Attaining a teaching credential from the Indiana Department of Education with an early literacy endorsement.

Base Salary Increase Amounts by Factor

- A. Academic Needs: An eligible teacher who meets the Academic Needs 1 factor will receive a \$2,000 increase in base salary, moving one (1) step on the salary schedules in Appendix A.
- B. Education: An eligible teacher who meets the Education factor will receive an additional \$1,500 increase in base salary, moving one (1) column to the right on the salary schedules in Appendix A in addition to the number of steps earned under Academic Needs 1.
- C. Instructional Leadership: An eligible teacher who meets the Instructional Leadership factor receives a \$200 increase in base salary, moving to the the same row and column on the “with Literacy Endorsement” salary schedule in Appendix A for that year after the Academic Needs and Education factors have been applied. Once on the “with Literacy Endorsement” salary schedule, a teacher remains there for the duration of their employment with the school corporation.

Itemized Calculations for Statutory Compliance

- A. The total possible base salary increase available to teachers under the compensation plan is \$3,700.
- B. Increase attributable to Education and Experience:
 - a. Increase attributable to Education: \$1,500
 - b. Increase attributable to Experience: \$0
 - c. The combined increase for Education and Experience is \$1,500, which is 40.54% of the total possible increase.
- C. Increase attributable to Academic Needs is \$2,000 which is 54.05% of the total possible increase.
- D. A differentiated salary increase for the literacy endorsement is included in the total possible increase.

Stipends for Eligible Teachers at the Top of the Salary Schedule

An eligible teacher who has reached the top row salary schedules in Appendix A will not receive an increase to their base salary, but will receive a stipend in an amount equal to the base salary increase received by teachers in their column of the salary schedules in Appendix A. Eligible teachers with less

1 than 1.0 FTE at the top step of either Career Path Base Salary shall receive the stipend prorated to
2 match their current FTE.

3 4 Additional Content Area Master's Degrees

5 Teachers who currently receive compensation for the possession of additional Content Area Master's
6 degrees will continue to receive the additional compensation until such time the individual retires or
7 leaves the corporation.

8 9 **Section 4. Salary for Newly Employed Teachers**

10 Newly employed teachers are placed on the salary schedule in Appendix A based on their degree and
11 previous teaching/relevant clinical or field experience salary. Placement will not exceed the salary step
12 of a current teacher with the same degree and equivalent years of experience at the highest level on the
13 salary schedule. Newly employed teachers who hold a Workplace Specialist or equivalent license and
14 who have completed at least thirty-two (32) hours of college coursework, practical or occupational
15 training that is directly related to the course(s) they teach, or a combination thereof beyond the
16 requirements for their license are placed in the same manner as those newly employed teachers who
17 hold a content area Masters degree. The Superintendent or designee shall have the authority to
18 recommend employment of a teacher at an increased rate based upon the needs of the school district
19 and the availability of qualified teachers for the position. If, during the hiring process, it becomes
20 apparent that the monetary value of the best candidate is such that a higher initial salary warrants more
21 than what was determined above, the placement will be discussed with ETA.

22 23 24 25 **ARTICLE III**

26 **STIPENDS AND COMPENSATION FOR ADDITIONAL DUTIES**

27 28 **Section 1. Extra Duties**

29 Attached hereto and marked Appendix B is a list of the extra duties with pay, which will be effective
30 with the individual teacher's contract for the stated academic year, available to teachers in the
31 Evansville Vanderburgh School Corporation. Teachers assigned to extra duties by the Board will be
32 paid in addition to their base salary not to exceed the amount or amounts opposite said extra duties on
33 Appendix B attached hereto.

34 35 **Section 2. Multiple Building Assignment**

36 Teachers with multiple building assignments will receive mileage reimbursement at the established
37 IRS rate(s). Teachers will submit a mileage claim form adopted by the State Board of Accounts to the
38 building principal or immediate supervisor.

39 40 **Section 3. Principal Designee**

41 A teacher who is assigned the ancillary duty of principal designee for a full day is paid twenty- five
42 dollars (\$25.00). A teacher who is assigned the ancillary duty of principal designee for at least one-half
43 (½) day but less than a full day is paid twelve dollars and fifty cents (\$12.50).

1 **Section 4. Emergency Classroom Coverage**

- 2 A. A teacher who is assigned the ancillary duty of covering another teacher's classroom during
3 their planning or PLC period, when a substitute teacher is not provided, is compensated as
4 follows: an amount equal to the daily substitute teacher pay for certified teachers is deposited
5 into the teacher's Section 403(b) account when a teacher accumulates a number of covered
6 class periods equal to one (1) calendar workday minus lunch, prep/PLC, and any contracted
7 time outside of the student attendance day. Teachers assigned emergency classroom coverage
8 for half of a class period are credited with 0.5 periods covered.
- 9 B. A teacher who is assigned the ancillary duty of absorbing more than ten (10) students from
10 another teacher's classroom when a substitute teacher is not provided is compensated as
11 follows: an amount equal to the daily substitute teacher pay for certified teachers is deposited
12 into the teacher's Section 403(b) account when a teacher accumulates a number of class periods
13 with additional students from another teacher's classroom equal to one (1) calendar workday
14 minus lunch, prep/PLC, and any contracted time outside of the student attendance day. If a
15 teacher is assigned the ancillary duty of absorbing all present students from two (2) or more
16 teachers' classrooms when a substitute teacher is not provided, the periods spent with those
17 students are counted in a manner corresponding to the number of additional classes absorbed
18 (double for two (2) classes, triple for three (3) classes, and so on).
- 19 C. The deposits into the Section 403(b) accounts shall be deposited within fifteen (15) days
20 following the end of each quarter, starting October 1 provided the teacher has an established
21 Section 403(b) account. Individuals who have not established a Section 403(b) account prior to
22 the quarterly distribution shall forfeit any distributions earned through the date of the deposit.
23 All accumulations totaling less than a school day shall be carried over to the next quarter and/or
24 academic year.
- 25 D. For informational purposes, a calendar workday minus lunch and prep/PLC is equal to two and
26 one half (2½) blocks in a high school on block schedule.
- 27 E. For informational purposes, a teacher may not be assigned this ancillary duty during their
28 planning and PLC periods on the same day.
- 29 F. Changes from the previous collective bargaining agreement to this Section are effective upon
30 the ratification of this agreement.
31
32
33

34 **ARTICLE IV**
35 **LEAVES**
36

37 **Section 1. Annual Sick Leave**

38 Each full-time teacher employed under regular or temporary contract is entitled to a leave of absence
39 of twelve (12) days per academic year from work without loss of compensation if such teacher is
40 unable to teach because of temporary disability due to illness or quarantine or pregnancy, medical or
41 dental appointments; and can use these twelve (12) days for illness of the teacher's spouse, child,
42 parents, or any regular member of the teacher's household.
43

44 A teacher who is employed to provide services under a supplemental contract for four (4) weeks or
45 more will receive one (1) additional sick leave day.
46

1 A teacher employed under contract for only a portion of the academic year is entitled to a
2 proportionate number of sick leave days on the following basis:

3
4 Number of Duty Days Employed
5

Day of Employment	Days Allowed
1 – 25	12
25 – 50	11
51 – 75	10
76 – 100	9
101 – 125	8
126 – 150	7
151 - Last Day	6

6
7 **Section 2. Accumulated Sick Leave**

8 If in any one (1) academic year a teacher is absent less than the number of days set out immediately
9 preceding, the remaining unused sick days of that academic year will accumulate up to a maximum of
10 one hundred eighty-three (183) days.

11
12 A teacher employed under contract for only a portion of the academic year may accumulate unused
13 sick days to a maximum of one hundred eighty-three (183) days.

14
15 If a teacher has maintained the maximum allowable number of Accumulated Sick Leave days and has
16 unused days at the end of the academic year, the Board will buy back, at the rate of one hundred
17 dollars (\$100.00) per day, up to a maximum of twelve (12) unused sick days and up to three (3) unused
18 Personal Business Leave days annually. The compensation for these days shall be deposited into each
19 individual teacher's Section 401(a) account. The value of these days at the time of deposit will not be
20 discounted in any manner, including the Medicare and Social Security taxes ("FICA") that would have
21 been payable if the value of this benefit had been paid directly to the teacher. Such deposit will be
22 made prior to June 30.

23
24 **Section 3. Accumulated Sick Leave Bonus**

25 At the close of any academic year in which a teacher uses neither Personal Business Leave nor Sick
26 days, the teacher shall have three (3) days prorated added to his/her Accumulated Sick Leave days up
27 to the maximum of one hundred eighty-three (183). These days shall be over and above any Sick leave
28 or Personal Business Leave days that a teacher has earned during that academic year. This paragraph
29 does not apply to teachers who have reached and maintain the maximum allowable number of
30 Accumulated Sick Leave days.

31
32 **Section 4. Personal Business Leave**

33 Each teacher employed on a Regular Teacher Contract will be entitled to three (3) days absence per
34 academic year of employment prorated without loss of pay for the transaction of personal business
35 and/or the conduct of personal or civic affairs. Personal Business Leave shall not require the employee

1 to provide a reason, but 24-hour notice on the designated form is required for such leave. It is
2 encouraged that teachers submit the form at least two (2) days prior to the leave day. The notice
3 requirement may be waived by the Office of Human Resources in exceptional circumstances. Such
4 Personal Business Leave days may be taken in fractional units. Personal Business Leave requests that
5 meet the notice requirement will be granted unless:

- 6 1. More than ten percent (10%) of the staff request the same day and substitute coverage is not
7 available, or
- 8 2. Approval would compromise the safe and effective operation of the school.

9
10 If in any one (1) academic year of employment a teacher shall be absent on Personal Business Leave
11 for fewer than three (3) days, the remaining day(s) shall be accumulative to a total of eight (8) days.
12 Accumulated Personal Business Leave shall not be used by a teacher for participation in a job action or
13 to engage in other employment. Personal Business Leave days accumulated beyond eight (8) days will
14 be transferred to the Accumulated Sick Leave days subject to the limits provided for in this
15 Agreement. Use of accumulated Personal Business Leave days is subject to the terms of the paragraph
16 above. Failure to follow the guidelines will result in unpaid leave.

17 **Section 5. Sick Leave Bank**

18 The Evansville Vanderburgh School Corporation will establish a voluntary Sick Leave Bank (Bank).
19 The Bank days may be used only for the illness of the Bank member.

20 **A. Purpose**

- 21 1. The purpose of the Sick Leave Bank is to provide a means of obtaining additional sick
22 leave days to avoid loss of compensation and bridge the gap to the employee's return to
23 work due to a maternity leave, catastrophic illness or injury of the sick leave bank member
24 that requires their continuous absence from work.

25
26
27 Maternity leave is limited to the period of incapacitation due to birth. This would be six (6)
28 weeks for natural delivery or eight (8) weeks for C-section delivery. If the employee is
29 eligible and requests the full twelve (12) weeks of FMLA, the remaining four (4) to six (6)
30 weeks would be unpaid. If ineligible for FMLA, the maternity leave would be limited to the
31 six (6) to eight (8) weeks of incapacitation.

32
33 Catastrophic illness or injury is defined as a life-threatening condition or combination of
34 conditions affecting the mental or physical health of the employee, and includes, but is not
35 limited to, the following: lengthy hospitalizations, necessary surgery requiring a lengthy
36 recovery, or an ongoing treatment regimen requiring frequent time off work. The
37 catastrophic illness or injury must require the continued services of a health provider. This
38 benefit is available to eligible, voluntarily participating teachers who have legitimately
39 exhausted all of their accumulated sick, personal, and (if applicable) vacation leave.

40 **B. Contributions**

- 41 1. A teacher may voluntarily donate one (1) day of Accumulated Sick Leave to the Bank. At
42 the Bank's inception, the Board will contribute a one-time match of one-half (1/2) day per
43 teacher day contributed to the Bank. This contribution will entitle Bank members to
44 withdraw benefits as listed below. All days donated to the Bank lose their identity as
45 individual leave days. If a Bank member should leave the corporation, days donated by said
46 member shall not be transferred to another corporation.

2. After the initial contribution of one (1) day, the members will be asked for an additional one (1) day contribution only when the accumulation of days in the Bank falls below five hundred (500) days. If a member refuses to contribute a day as requested by the Bank Committee, said teacher would cease to be a member of the Bank. However, in the event a current member of the Bank has no accumulated leave days to contribute, he/she may retain membership until September 1 of the next academic year. At that time, said teacher will reimburse the Bank the appropriate number of days from his/her new allotment.
3. A Bank member who has received Bank days must remain a Bank member until all granted Bank days are repaid to the Bank. The repayment will be at a rate of two (2) days per academic year. Upon retirement, any outstanding balance will be deducted prior to a buyout of Accumulated Sick and Personal Business Leave days.

New teacher vesting requirement - All newly hired teachers who voluntary choose to participate in the Sick Leave Bank must complete ninety (90) days in paid status before he/she shall be eligible to apply for Sick Leave Bank days.

4. All teachers new to the Bank may access a maximum of forty (40) days for the remainder of the initial academic year. Beginning with the teacher's second year of participation in the Bank, a teacher who has used zero (0) Bank days the first year as a member, will start the second year with one hundred eighty (180) days. If the member used Sick Leave Bank days his or her first year of participation, the member will, at the start of the second year, have access to the remainder of the one hundred eighty (180) days. A teacher who becomes a Bank member after the first year as an EVSC employee must pay all past assessments since employment to become a member of the Bank.
5. Annual enrollment in the Bank must be completed by 4:00 p.m. on August 31 for membership to commence September 1.
6. There will be no withdrawals of days from the Bank except through the process listed in this document.

C. Granting of Days

A member of the Bank may be granted days from the Bank under the following conditions:

1. The teacher's Accumulated Sick Leave and Personal Business Leave days must be exhausted and the teacher must have been out of school for a period of five (5) consecutive attendance days without salary of any kind. Upon approval, salary shall return starting with the sixth day.
2. Written application by a Bank member or his/her family, accompanied by a physician's certificate verifying the nature, length of disability, treatment plan, and prognosis of the Bank member's condition must be submitted to the EVSC Office of Human Resources. Application shall be made within thirty (30) school days prior to the expiration of all leave. The committee may waive the thirty (30) day period in emergency situations.
3. Up to one hundred eighty (180) days may be taken over a two (2) year period. This period starts the first day the teacher receives Sick Leave Bank benefits. At the end of this two (2) year benefit timeline, or at the end of the one hundred eighty (180) day maximum leave, whichever comes first, a moratorium of one (1) year exists on access to Bank benefits. Following the one (1) year moratorium, members will be eligible for another one hundred eighty (180) days. The committee may require re-certification for continuation of benefits (up to one hundred eighty (180) days) as needed.

The Board will administer the Bank. A Bank Committee to approve or deny the requests for benefits will be established. The committee will be composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association. Applications will be acted upon by a majority of the Bank Committee. All decisions of the Bank Committee are final.

In the event a majority of the committee cannot reach a decision, the decision will be submitted to the Board to render a final decision. If Bank benefits are granted to the applicant, but the decision is not made by the end of the five (5) day exclusionary period, benefits will be retroactive to the sixth (6th) day. If no decision is made within twenty (20) days of the loss of salary and benefits, the applicant will receive Bank benefits until a decision is rendered. If Bank benefits are not granted to the applicant, benefits cease upon notification.

D. Criteria for Sick Leave Bank Consideration

1. Catastrophic accident of the employee requiring continuous absence from work.
2. Catastrophic illness of the employee.
3. Extended hospitalization of the employee.
4. Maternity leave requests shall be limited to six (6) to eight (8) weeks to cover the period of incapacitation
 - Six (6) weeks for natural delivery
 - Eight (8) weeks for C-section
 - Complication arising from a pregnancy would fall under a regular sick leave bank request.

If a teacher is not able to return to employment after the use of all Accumulated Sick Leave days, Personal Business Leave days, vacation days (if applicable), and the total Sick Leave Bank days granted, or if they have exhausted all available medical leave (whichever occurs first) will be asked to resign or, if eligible, retire.

Upon any teacher's return to full-time assigned duty, any entitlement to Accumulated Sick Leave, Personal Business Leave, vacation, holidays and/or any other similar benefits shall be reduced on prorated basis. No additional leaves of absence will be granted to any teacher during the period when Sick Leave Bank days are being utilized.

Section 6. Presidents Leave

The Association and the Board agree that the Association president shall be released full-time from his/her duties to fulfill certain obligations as president of the Association. The replacement for the president will be hired on regular contract with all the benefits defined in this Agreement. The Association shall reimburse the Board for the cost of the Association president's released time by paying a share, equal to one-half (½) the released time, of the salary, other money expenses related to employment of the Association president as a teacher, fringe benefits, and co-curricular stipends. The Board shall pay, in full, all ECA stipends for services rendered while serving as president. Further, the ETA shall pay, in full, all ECA stipends if the ETA decides to pay the ECA stipends for services rendered by the president at the time of his/her election. In all of the above cases, the total expenses shall be included in the salary reported to Indiana Public Retirement System.

Upon return from the leave provided for in this section, the Board will allow the teacher the option to return to his/her original school. In the event such position no longer exists, the teacher will be assigned to a comparable teaching position or assignment.

Section 7. Professional Meetings and Workshops

The Board may grant to teachers a leave of absence without loss of compensation to attend professional association conventions such as, but not limited to, the National Council of Mathematics Teachers, the International Reading Association, professional meetings relating to educational workshops, seminars, or conferences sponsored by industry, professional associations, colleges, universities, or governmental agencies concerned with public school matters.

The building level computer coordinator may be granted professional leave for up to four (4) days for the purpose of staff development, expanding technology services, and facilitator training. These days will be assigned in cooperation with the building principal.

Section 8. Sabbatical Leave

The purposes of a sabbatical leave are to provide an opportunity for the career teacher to meet the ever-increasing need for excellence in teaching, to adapt to a constantly changing profession, and to increase his/her professionalism. A sabbatical leave for study may be granted when, in the considered judgment of the Board of School Trustees, the professional competence of the applicant and the general welfare of the students of the Evansville Vanderburgh School Corporation will be benefited. Such study must be directed toward the completion of either an approved Specialist or Doctoral program from an officially recognized Specialist or Doctoral degree granting agency. The approved course of study to be followed, outlining the plan for completing either degree program, must be submitted with the request for leave.

ELIGIBILITY: Any full-time teacher with a minimum of seven (7) continuous and active years in the Evansville Vanderburgh School Corporation at the date of application may be eligible to apply for a sabbatical leave. The continuous years of service must immediately precede the sabbatical leave. Substitute contracts are not recognized in computing years of continuous service.

LIMITATIONS: A sabbatical leave may be granted for not more than one (1) academic year. The maximum number of leaves per academic year granted to teachers shall not exceed one percent (1.0%) of the total number of teachers.

APPLICATION PROCEDURE

- A. Application forms are available from the office of Human Resources.
- B. All applications for sabbatical leave must be submitted to the Superintendent on or before February 1.
- C. At the discretion of the Superintendent, shorter notice may be acceptable depending upon the nature of the opportunity or emergency arising.
- D. The applicant will be notified of approval or rejection within sixty (60) days.
- E. The principal shall have the discretion to hold the applicant's position for one (1) year. In the event the position is not held, the applicant will enter into the excess pool for placement in a similarly licensed position.

APPROVAL OF LEAVE: All approvals for sabbatical leaves must be made by the Board of School Trustees upon the recommendation of the Superintendent.

RETURN TO WORK AGREEMENT

- A. All recipients accepting a sabbatical leave must notify the EVSC of their intention to return by

February 1 during the sabbatical year. The teacher shall enter into a written agreement with the Board in which they pledge to return to the Evansville Vanderburgh School Corporation employment for a period of not less than one (1) year.

CONDITIONS

- A. Membership in major medical and hospital group insurance may be continued by paying the total premium on a monthly basis. The school corporation is not responsible for any late payments made by the teacher nor loss of coverage due to late or failed payment. Social Security payments cannot be withheld since the Evansville Vanderburgh School Corporation is not making payments to the recipient.
- B. Acceptance of fellowships or sources of supplemental income is permissible so long as they do not impede fulfillment of the purpose for which the sabbatical leave is granted.
- C. The individual returning after a leave shall have the privilege of resuming his/her former or a comparable position. The individual must notify the EVSC of their intent to return prior to February 1.

Section 9. Bereavement Leave

In the case of death in the immediate family of a full-time teacher under regular or temporary contract, the teacher is entitled to be absent without loss of compensation for a period of not more than three (3) school days for the purpose of attending the last burial rites and attending to other personal matters of the deceased's immediate family members. The above days must be taken within thirty (30) calendar days following the death. This period of leave may be extended for a period of two (2) school days if needed by the teacher for the purpose of attending the last burial rites or to attend to personal matters of the deceased, or the teacher may use the two (2) school days at any time during the twelve (12) month period beyond such death for the purpose of attending to the affairs of the deceased. The term "immediate family" shall mean only parent, stepparent, legal guardian, spouse, brother, sister, child, unborn child, current stepchildren, father-in-law, step father-in-law, mother-in-law, step mother-in-law, current son-in-law, current daughter-in-law, or any other person who at the time of such person's death was living as a regular member of the teacher's household.

In case of a death of a grandparent, grandchild or current legal ward of a teacher, a full-time teacher under regular or temporary contract may be absent without loss of compensation for a period of not more than three (3) school days for the purposes outlined above. The above days must be taken within thirty (30) calendar days following the death.

In the case of death of a grandparent of spouse, the teacher's uncle, aunt, first cousin, niece, nephew, current brother-in-law or current sister-in-law, not then living in the household of a teacher, a full-time teacher employed under regular or temporary contract may be absent one (1) school day without loss of compensation for the purpose of attending the last burial rites of such stated family member; provided, however, that the teacher attends such burial rites in person, that said burial rites occur while the teacher is performing duties assigned by the Board, that such burial rites do not occur during the time when the teacher is absent from assigned duties due to vacation, any leave of absence, sick leave, leave for personal business, or extended sick leave.

Section 10. Court Leave

Each full-time teacher employed under regular contract is entitled to a leave of absence without loss of compensation if summoned or subpoenaed to serve on local, state or federal court juries; to testify in

1 court as a witness in a case in which the teacher is not personally involved; to testify in court in any
2 lawsuit arising out of the performance of duties for or employment with the Board; or, to testify before
3 a judicial or legislative body in regard to any matter arising out of the performance of duties for or
4 employment with the Board for the number of days mandated by such summons or subpoena.
5 The teacher has the option of endorsing his/her court duty reimbursement check over to the school
6 corporation. The payroll officer will then add the amount back into the teacher's forthcoming
7 paycheck.

8
9 If a teacher is released from jury duty during the teacher's duty day, the following will apply:

- 10 A. If the time of dismissal from jury duty is earlier than 11:00 a.m., the teacher must report to
11 his/her school.
12 B. If the time of dismissal from jury duty is 11:00 a.m. or later, the teacher does not have to report
13 to work for the remainder of the day.
14

15 **Section 11. Military Leave**

16 Teachers entering the military or naval service of the United States pursuant to the provisions of the
17 Military Selective Service Act of 1967, as amended, shall be given all rights and privileges provided
18 by such Act.
19

20 Teachers on training duties of the State of Indiana or on training as a member of any reserve unit will
21 be entitled to a leave of absence with pay up to fifteen (15) days for training duties per academic year.
22

23 **Section 12. Association Leave & Legislative Lobbying Leave**

24 The Association will have a total of forty-five (45) school days leave with pay for each year of this
25 Agreement. These days may be taken in half-day (½) increments. Association/Legislative Lobbying
26 Leave unused in any given academic year can be banked up to one hundred (100) days. Once the
27 academic year ends, any days above one hundred (100) days will be placed in the Sick Leave Bank.
28 The Association can designate which of its member(s) may take Association/Legislative Lobbying
29 Leave. The Association president will notify the Superintendent/Office of Human Resources prior to
30 any of its designated members utilizing Association/Legislative Lobbying Leave. For days when ten
31 (10) or more teachers would be on Association/Legislative Lobbying Leave, the Association president
32 will notify the Superintendent/Office of Human Resources no less than fourteen (14) days prior to the
33 leave. A substitute teacher, if one is required, must be scheduled for a teacher granted
34 Association/Legislative Lobbying Leave to participate in local activities. The Association will pay the
35 costs of substitute teachers who may be required to teach in place of its members designated to take the
36 leave provided for in this paragraph. Failure to notify the Superintendent/Office of Human Resources
37 prior to using the leave will result in the Association member using Personal Business Leave or unpaid
38 leave.
39

40 **Section 13. Extended Personal Leave**

41 Teachers under regular contract who teach one-half or more of the instructional day, may be granted
42 extended personal leave for a period of up to one (1) academic year. Such leave will be requested on
43 the Extended Personal Leave Request Form in the same manner as any other leave. Any extended
44 personal leave will be without pay or EVSC contribution to health insurance, vision, dental, LTD, life
45 insurance, or fringe benefit of any kind. However, a teacher who has been granted extended personal
46 leave may continue to participate in the group health insurance and life insurance made available by
47 the Board, as well as other forms of insurance in which the teacher is participating at the time the leave

1 is granted, if the teacher pays the full premium during the extended personal leave period according to
2 the schedule provided by the Office of Business Affairs. If a teacher takes extended personal leave, the
3 affected teacher will not be eligible to apply for additional extended personal leave for a period of
4 seven (7) academic years.

5
6 To be eligible for consideration of leave under the provisions of this paragraph, a teacher must submit
7 a request for leave prior to March 1 preceding the academic year in which the leave is to be effective;
8 provided, however, if circumstances develop which result in an unforeseen situation, the
9 Superintendent, at his discretion, may waive the March 1 notification date.

10
11 Upon return of a teacher from the leave provided for in this section to employment with the Board, the
12 Board will:

- 13 A. Place the teacher in the same school, teaching position or other assignment(s) occupied or
14 performed by said teacher prior to taking this leave of absence, provided the building principals
15 choose to hold the teaching position during the leave of absence.
- 16 B. Declare the teacher excess upon their return and place them according to the excess teacher
17 procedures outlined in the administrative guidelines, provided the building principals choose
18 not to hold the teaching position during the leave of absence.

19 20 **Section 14. Exchange Teaching Programs**

21 The Board may grant to a teacher a leave of absence without pay for one (1) year renewable each year
22 for a total of two (2) succeeding years to participate on a full-time basis in exchange teaching programs
23 in other states, territories or countries; to participate on a full-time basis in foreign or military
24 programs; to participate on a full-time basis in the Peace Corps, Teachers Corps, Job Corps, or Head
25 Start; and, to work full time with the Indiana State Department of Education.

26
27 Upon return of a teacher from the leave provided for in this section to employment with the Board, the
28 Board will:

- 29 A. Place the teacher in the same school, teaching position or other assignment(s) occupied or
30 performed by said teacher prior to taking this leave of absence, provided the building principals
31 choose to hold the teaching position during the leave of absence.
- 32 B. Declare the teacher excess upon their return and place them according to the excess teacher
33 procedures outlined in the administrative guidelines, provided the building principals choose
34 not to hold the teaching position during the leave of absence.

35 36 **Section 15. Professional Development Leave**

37 Any regular, full-time teacher selected by the Board to provide professional development, peer
38 coaching, training, etc. to employees (in place of his/her regular teaching assignment) will be allowed
39 by the Board to return to his/her original position. This leave is limited to up to the length of the
40 implementation timeline as described in the original grant.

41
42 In order to maintain the right to return to his/her original teaching position the teacher must return to
43 the classroom for a time equal to the length of the leave. A teacher who holds back-to-back (without
44 returning to the classroom) professional development leaves, forfeits his/her right to return to his/her
45 original position.

1 **Section 16. Parental Leave**

2 Effective upon the ratification of this agreement, a teacher who has been employed by EVSC for at
3 least twelve (12) months or has worked at least 1,250 hours in the preceding twelve (12) months shall
4 be granted not less than fifteen (15) days of paid leave upon any of the following events:

- 5 1. The birth of the teacher's child.
 - 6 2. The birth of a child to the employee's spouse.
 - 7 3. The placement of a child for adoption with the employee.
 - 8 4. The stillbirth of the employee's child.
- 9

10 **Section 17. Adoptive Leave**

11 The Board shall grant a leave of absence without pay for up to one (1) year to a teacher employed full-
12 time on a Regular Teacher's Contract for the purpose of adopting a child. For a teacher adopting a
13 preschool child, either the mother or the father will be allowed to use up to twenty (20) sick leave days
14 within the year of adoption for the nurturing of the new family member.

15

16 Upon return of a teacher from the leave provided for in this section to employment with the Board, the
17 Board will:

- 18 A. Place the teacher in the same school, teaching position or other assignment(s) occupied or
19 performed by said teacher prior to taking this leave of absence, provided the building principals
20 choose to hold the teaching position during the leave of absence.
 - 21 B. Declare the teacher excess upon their return and place them according to the excess teacher
22 procedures outlined in the administrative guidelines, provided the building principals choose
23 not to hold the teaching position during the leave of absence.
- 24

25 **Section 18. Anticipated Temporary Disability Leave**

26 Where a temporary illness or injury can reasonably be anticipated because, but not limited to,
27 scheduled surgery, pregnancy or hospitalization for diagnostic purposes, or any other illness or
28 quarantine where the teacher's attending physician establishes a specific period of time such teacher
29 will be unable to work, the following will apply:

- 30 A. The maximum allowed medical leave is one hundred eighty-three (183) work days in any
31 academic year. If the employee is eligible for FMLA, both FMLA and ATDL leave will run
32 concurrently.
- 33 B. The teacher will report the Anticipated Temporary Disability to the building administrator or
34 immediate supervisor; and, at that time, will project the anticipated period of time when he/she
35 will be unable to work.
- 36 C. If the teacher does not desire to use paid sick leave for the Anticipated Temporary Disability,
37 the teacher may request a leave of absence with loss of pay up to one (1) year.
- 38 D. If the teacher desires to use paid sick leave for the Anticipated Temporary Disability, the
39 teacher will remain on the job until such time that the attending physician establishes
40 conclusively that the teacher is unable to work. At the time the teacher is declared unable to
41 work by the attending physician, the teacher is eligible to use available paid sick leave in
42 accordance with the established policy applicable to such leave. After available paid sick leave
43 has been used, the teacher may request the use of Sick Leave Bank, in accordance with
44 established policy, to remain in a paid status. If the Sick Leave Bank request is denied, the
45 employee would continue on their leave in an unpaid status until they were returned to work by
46 their physician or they had reached the one hundred eighty-three (183) day maximum,
47 whichever comes first. If they reach the one hundred eighty-three (183) day maximum for

1 medical leave, they would be asked to return to work, resign, or, if applicable, retire. If the
2 Anticipated Temporary Disability, as substantiated by the attending physician, is due to
3 pregnancy, said teacher may request a leave of absence without compensation up to one (1)
4 year any time between the date of commencement of the pregnancy and the date of delivery,
5 provided she notifies the Office of Human Resources at least thirty (30) days prior to the date
6 on which she desires to start her leave

- 7 E. If requested by the principal, the teacher requesting a leave of absence because of an
8 Anticipated Temporary Disability who continues to perform duties assigned by the Board will
9 submit a monthly statement signed by such teacher's attending physician verifying such
10 teacher's ability to continue to satisfactorily perform the duties assigned by the Board.
- 11 F. In requesting a leave due to temporary disability, the teacher will inform the Office of Human
12 Resources of the desired beginning and ending dates of the projected leave. Unless unusual
13 circumstances prevail, the beginning date will coincide with the beginning date of a semester or
14 grading period and the ending date will be after such teacher has given five (5) school days'
15 notice (in writing) that the teacher is available for work. If at any time prior to the date the
16 leave of absence is to start, the Board determines that the teacher's condition affects his/her
17 work, causes incapacitation to the teacher, or causes the teacher to be off work, the Board may
18 start the leave of absence at an earlier date.
- 19 G. If the temporary disability is emergency in nature, the teacher will immediately inform his/her
20 building principal or immediate supervisor and make proper arrangements for his/her absence
21 as per established policy Accumulated Sick Leave days and, where applicable, Sick Leave
22 Bank days will apply to any leave taken under the provisions as defined in Article IV, Section
23 16, qualification(s) and/or fitness of said teacher(s) to return to employment and perform
24 normal assigned duties.

27 ARTICLE V

28 INSURANCES AND OTHER FRINGE BENEFITS

29 In all matters related to insurance coverage, the Board agrees that representatives of the Association
30 will participate fully in the selection of insurance carriers. The final decision regarding the selection of
31 insurance carriers will be made by the Board of School Trustees. A teacher can take advantage of any
32 of the applicable insurance and retirement options offered by the corporation if said teacher completes
33 the enrollment process.

34 **Section 1. Hospitalization, Surgical and Medical Insurance**

35 Full-time teachers and those who teach at least one-half (½) of the instructional day qualify for the
36 hospitalization, surgical and medical insurance benefits currently in effect. Monthly employer
37 contributions are currently set at a minimum of \$563.03 for employee only coverage, a minimum of
38 \$1,124.49 for employee plus one coverage, and a minimum of \$1,373.32 for family coverage. If both
39 spouses are full-time employees, only one (1) spouse may elect coverage.

40 **Section 2. Dental Insurance**

41 For dental insurance, eligible employees will pay \$.80 per month for single coverage, \$11.37 per
42 month for single plus one coverage, and \$24.92 per month for family coverage. Teachers will pay a
43 maximum of 10% of any premium increase. If both spouses are full time employees, only one (1)
44 spouse may elect coverage.

1 **Section 3. Vision Insurance**

2 For vision insurance, employees will pay \$.24 per month for single coverage, \$3.99 per month for
3 single plus one coverage, and \$12.46 per month for family coverage. Teachers will pay a maximum of
4 10% of any premium increase. If both spouses are full time employees, only one (1) spouse may elect
5 coverage.
6

7 **Section 4. Term Life Insurance**

8 Full-time teachers and those who teach at least one-half ($\frac{1}{2}$) of the instructional day qualify for
9 \$50,000.00 in term life insurance and accidental death or dismemberment will pay to the insurance
10 company selected by the Board, up to the amount below for each teacher covered by this Agreement, if
11 said teacher completes the enrollment process.
12

13 Part-time teachers who teach less than one-half ($\frac{1}{2}$) of the instructional day qualify for \$25,000.00 in
14 term life insurance, and accidental death or dismemberment will pay up to the amount specified
15 directly below, to the insurance company selected by the Board for each teacher covered by this
16 Agreement, if said teacher completes the enrollment process.
17

18 The covered teaching employee will pay \$0.01 per month toward the basic life insurance premium and
19 will be one hundred percent (100%) responsible for the cost of any supplemental life insurance
20 coverage offered by the corporation.
21

22 **Section 5. Long Term Disability Insurance**

23 Each teacher employed on a Regular Teacher's Contract shall be covered by a long-term disability
24 insurance program that provides a minimum benefit of two-thirds ($\frac{2}{3}$) salary up to age sixty-five (65),
25 if said teacher completes the enrollment forms. The Board's contribution shall represent seventy-five
26 percent (75%) of the cost.
27

28 **Section 6. Section 125**

29 The Board will continue a two-tier "cafeteria" style plan in the manner and form authorized by Section
30 125 of the Internal Revenue Code 1989, the Tax Reform Act of 1986.
31

32 **Section 7. Death While in Active Service**

33 If a teacher dies while in the active service of the Board, the deceased teacher's unused Accumulated
34 Sick Leave days shall be paid to his or her survivor at the rate specified in Article III, Section 14. Other
35 benefits which will be provided to the survivor(s) of a teacher who dies while under contract include:
36 earned but unpaid wages, life insurance benefits as provided for in the teacher contract, and the right to
37 participate in medical/hospitalization insurance for spouse and/or dependents as described under the
38 provisions of COBRA, and a money amount equal to the retirement pay that would have been paid
39 according to Article III, Section 14.
40

41 **Section 8. Worker's Compensation**

42 Teachers injured on the job shall receive worker's compensation benefits for such medical services as
43 determined by the Department of Labor Industrial Board provided treatment is obtained by the EVSC
44 worker's compensation provider. As of the ratification of this agreement, teachers injured on the job
45 and treated by the EVSC worker's compensation provider shall receive the minimum required
46 percentage of their salary by the state of Indiana, minus worker's compensation benefits, for the first
47 fifteen (15) days absent as a result of on-the-job injuries as determined by the Department of Labor

Industrial Board. The teacher may request to use accumulated sick leave during the first fifteen (15) days absent in order to maintain full salary. If the absence as a result of on-the-job injuries as determined by the Department of Labor Industrial Board extends beyond fifteen (15) days, the EVSC will provide full salary to the teacher for those days in excess of fifteen (15), and shall not be charged to the teacher's accumulated sick leave days.

Section 9. Background Checks

EVSC will pay the cost of the expanded criminal history check as prescribed in Indiana statute (I.C. 20-26-5-10).

Section 10. 403(b) Match Program

Each teacher shall have the option of investing in the 403(b) Match Program up to the maximum allowable under Federal law. The Board shall match such teacher contributions on a dollar-for-dollar basis up to the following percentages of the individual teacher's base teaching salary.

<u>Years of Creditable Teaching Service</u>	<u>Employer Match</u>
0* – 15	.75%
16 – 28	1.50%
29+	3.00%

*Year 0 refers to the first year of teaching. A teacher will receive credit for one (1) year of service upon completion of the school year worked or remained in paid status at least one hundred twenty (120) days. Contributions made by the teacher and by the Board on behalf of the teacher are the property of the teacher.

Section 11. 401(a) Savings Plan

- A. The EVSC shall establish and maintain a qualified Section 401(a) Annuity Plan ("401(a) Plan") The Board will contribute an amount equal to one percent (1.0%) of the teacher's base salary. The Board shall deposit employer contributions for each teacher into the Section 401(a) Plan maintained by the Board. Those hired prior to July 1, 2004 received a lump sum payment in the 401(a) and will not receive the ongoing one percent (1.0%) contribution to the 401(a). Those hired after June 30, 2004 will continue to receive the one percent (1.0%) base salary contribution to the 401(a).
- B. The parties agree that all contributions made by the Board to the Section 401(a) Plan on behalf of teachers shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for teachers.
- C. Such deposits will be sent from the EVSC to the vendor on scheduled pay dates.
- D. Starting June 30, 2006 and each academic year thereafter, if the teacher is at least age fifty-one (51) years of age and works one hundred twenty (120) days, the Board will deposit one hundred forty-five dollars (\$145.00 present value) into each teacher's 401(a) account. These funds will not be discounted by Medicare and Social Security taxes (FICA).
- E. Vesting Requirement: Effective upon the ratification of this agreement, a teacher must have at least five (5) consecutive years of EVSC service to be vested in the 401(a) Savings Plan. The vesting requirements may be waived in cases of retirement caused by incapacitation or extenuating circumstances, provided the retiring teacher provides satisfactory documentation to

the Superintendent or designee.

- F. Forfeiture: If an employee retires or otherwise terminates employment before satisfaction of the requirement set forth in paragraph E above for any reason, the terminated employee's 401(a) Savings Plan contribution shall be forfeited. The forfeited amounts shall be reallocated to the accounts of remaining participants in the 401(a) Savings Plan.

Section 12. Section 115 Trust (VEBA)

The EVSC shall contribute an amount equal to one percent (1.0%) of a teacher's base salary to a retiree health care trust under Section 115 of the Internal Revenue Code ("115 Trust"). Additional terms and conditions for the administration and operations of the Ongoing 115 Trust shall be as follows:

- A. **Ongoing 115 Trust Eligibility Requirement.** The parties agree that the Ongoing 115 Trust contribution shall be available to all teachers employed by the Board.
- B. The parties agree that all contributions made by the Board to the Ongoing 115 Trust on behalf of teachers shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for teachers.
- C. **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 investment vendor for the Ongoing 115 Trust.
- D. **Vesting.** Effective upon the ratification of this agreement, a teacher must have a minimum of five (5) years of consecutive EVSC service. Any teacher whose contract is terminated during the vesting period by the Board (except due to a reduction-in-force where the teacher is on a recall list maintained by the Board) shall forfeit all rights to all non-vested amounts contributed by the Board on the teacher's behalf to the Ongoing 115 Trust. The vesting requirements may be waived in cases of retirement caused by incapacitation or extenuating circumstances, provided the retiring teacher provides satisfactory documentation to the Superintendent or designee.
- E. **Costs.** The Board shall not be paid any compensation for its services performed on behalf of the Ongoing 115 Trust. All costs incurred in the administration of the Ongoing 115 Trust and investment fees shall be paid from the Ongoing 115 Trust assets.
- F. **Forfeiture.** If an employee retires or otherwise terminates employment before satisfaction of the requirement set forth in paragraph D (Vesting) above for any reason, the terminated employee's Ongoing 115 Trust contribution shall be forfeited. The forfeited amounts shall be reallocated to the accounts of remaining participants in the Ongoing 115 Trust.

ARTICLE VI RETIREMENT BENEFITS

Section 1. Retiree Insurance Benefits

- A. Vesting: Effective upon the ratification of this agreement, in order to be eligible for retiree insurance benefits, a teacher must be at least fifty-five (55) years of age by June 30 in the academic year in which they retire, have a minimum of seventeen (17) years of creditable service, and have a minimum of ten (10) current consecutive years of service with the EVSC. The teacher must notify the Superintendent of his/her intent to retire by March 1 of the

1 academic year in which he/she wishes to retire. For end of first semester retirements, the
2 teacher must notify the Superintendent of his/her retirement by October 1 of the academic year
3 in which he/she wishes to retire. The vesting requirements may be waived in cases of
4 retirement caused by incapacitation or extenuating circumstances, provided the retiring teacher
5 provides satisfactory documentation to the Superintendent or designee.

- 6 B. Vested employees will be eligible to participate in the EVSC medical, dental, and vision
7 insurance until he/she is age sixty-five (65) or qualifies for Medicare whichever occurs first.
8 Eligible employees will be required to pay the full insurance premium.
- 9 C. Once the retiree is no longer eligible, the spouse/dependents still covered will be offered
10 COBRA coverage. Spouses/dependents covered by the plan will no longer be covered by the
11 plan at: Medicare eligibility; once they age out of coverage; or at the end of the COBRA
12 eligibility period, whichever comes first.
- 13 D. Eligible spouses and/or dependents may remain on the insurance with the retiree until the
14 spouse or dependent qualifies for Medicare.
- 15 E. A retiree who is eligible for the early retiree insurance that loses health insurance coverage
16 during retirement due to a qualifying event may rejoin the EVSC health insurance plan within
17 thirty (30) days of the qualifying event or during an open enrollment period.

18 **Section 2. Contract Language Defining the Unfunded Retirement Benefits for Those Teachers** 19 **Hired Before July 1, 2004**

20 The contract language authorizing the unfunded retirement benefits described in the 2001-2003 and
21 2003-2006 agreements (401(a) Plan, 115 Trust) still remains in full effect. See the 2010-2014
22 Collective Bargaining Agreement for reference purposes.
23
24
25
26

27 **ARTICLE VII** 28 **SEVERANCE**

29 **Section 1. Buyout of Accumulated Sick Leave**

- 30 A. Eligibility: Effective upon the ratification of this agreement, in order to be eligible for
31 severance, a teacher must be at least fifty-five (55) years of age by June 30 in the academic
32 year in which they leave employment with EVSC, must have at least ten (10) consecutive years
33 of EVSC service, and must notify the Superintendent of their intent to leave employment with
34 EVSC on or before October 1 if leaving at the end of the first semester or on or before March 1
35 if leaving at the end of the academic year. The vesting requirements may be waived in cases of
36 retirement caused by incapacitation or extenuating circumstances, provided the retiring teacher
37 provides satisfactory documentation to the Superintendent or designee.
- 38 B. An eligible teacher will receive the following severance benefits:
 - 39 1. The Board will pay one hundred ten dollars (\$110.00) for each Accumulated Sick
40 Leave day up to and including one hundred ninety-eight (198) days.
 - 41 a. Up to the first one thousand nine hundred eighty dollars (\$1,980) shall be paid
42 to the teacher as a pensionable stipend on their final paycheck.
 - 43 b. The remaining funds will not be discounted by Medicare and Social Security
44 taxes (FICA) and will be deposited (current value) into the teacher's 401(a)
45 account. Such deposit will be made by June 30.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Grievance Procedure

A grievance means, and shall be limited to, an alleged violation or misapplication of a specific provision of this Collective Bargaining Agreement, and such grievance shall be settled and determined through the following procedure:

AN INFORMAL GRIEVANCE: Within seven (7) teacher attendance days of the time the grievant knew or should have known of the act or condition upon which it was based, the grievant must present the grievance to the grievant's principal or the principal's designee by meeting individually and privately, in an informal manner during nonteaching hours. If requested by the grievant, an Association building representative may be present at this informal meeting, in which case the principal may have a person of his/her choice present. Failure to so meet and discuss the alleged grievance shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) teacher attendance days after presentation of the grievance, the principal or the principal's designee shall give an answer verbally to the grievant.

FORMAL GRIEVANCE - LEVEL 1: Within five (5) teacher attendance days of the verbal answer, if the grievance is not resolved, it must be filed by the grievant or the Association with the principal in writing, signed by the grievant, on the appropriate grievance form. This written grievance shall: Name the teacher(s) involved; state the facts giving rise to the grievance; state the date such facts arose; identify by reference the specific paragraph(s) of this Agreement alleged to be violated; and state the specific relief requested. Within seven (7) teacher attendance days after receiving the written grievance, the principal shall give an answer in writing, using the agreed to grievance form.

FORMAL GRIEVANCE - LEVEL 2: In the event that the grievance is not resolved at Level One (1), or if no written decision has been rendered within the time provided, the grievance may be moved to Level Two (2), provided it is filed with the chief of staff within either ten (10) teacher attendance days of receipt of the written answer at Level One (1) or the date on which the answer should have been received. The grievance shall include a copy of all materials and/or evidence previously submitted. The grievant shall submit the written grievance, signed by the grievant, to the chief of staff. The grievant may request a meeting with the chief of staff prior to the issuing of a written decision. The written decision of the chief of staff will be rendered within fifteen (15) teacher attendance days of receipt of such written grievance. The chief of staff or designee may investigate the grievance, and time up to an additional ten (10) teacher attendance days shall be automatically allowed if the chief of staff determines further investigation is necessary. If, following discussion with the superintendent of schools or his/her designee, the Association is of the opinion that a grievable situation exists which affects a group or class of teachers or involves teachers in more than one building, the Association may submit such grievance in writing to the chief of staff directly and the processing of such grievance shall be commenced at step two (2) of the formal grievance procedure.

In any grievance involving back pay, such grievance shall be filed in writing within seven (7) teacher attendance days from the time the alleged violation occurred. If the grievance involves payment of wages, then it must be filed within seven (7) teacher attendance days of any teacher's receipt of the pay check containing the basis for such grievance. All claims for back pay shall be limited to the amount of

1 wages that the teacher would have otherwise earned, less any unemployment or compensation from
2 any other source that such teacher may have received during the period of back pay. No decision in
3 any one case shall require a retroactive wage adjustment in any other case.
4

5 Failure at any level of the Grievance Procedure to render the decision on a grievance within the
6 specified time limit shall permit the grievant to proceed to the next step, unless said time limit to be
7 extended by mutual consent of the parties. However, a grievance must be moved by the grievant to the
8 next level within the specified time limit for that level or said grievance shall be deemed resolved on the
9 basis of the answer at the previous step. In the event a grievance is filed after May 15 of any year, the
10 Board shall cooperate in processing such grievance prior to the beginning of the next academic year.
11

12 **FORMAL GRIEVANCE – LEVEL 3:** If the grievance is not satisfactorily settled in Level Two (2),
13 the aggrieved employee may submit a written appeal to the Superintendent or designee within five (5)
14 workdays after the decision in Step 2 is rendered. Upon receipt of the appeal, a conference will be
15 scheduled with the aggrieved employee; the one (1) Employee representative; the board of school
16 trustees and the Superintendent and/or designee(s). Following the conference, the Superintendent or
17 designee will render a written decision on behalf of the board.
18
19
20

21 **ARTICLE IX**

22 **ATTESTATIONS**

23

24 **Section 1. Effect of Negotiated Agreement**

25 This Agreement supersedes and cancels all previous Agreements, Memoranda of Agreement or side
26 letters between the parties and constitutes the entire Agreement between the parties.
27

28 Should any provision or portion thereof of this Agreement be declared illegal by a court of competent
29 jurisdiction or be in conflict with any State or Federal statute or regulation, such provision or portion
30 thereof shall be deleted from the Agreement, but the remainder of the Agreement shall remain in full
31 force and effect.
32

33 **Section 2. Public Hearings**

34 On the 25th day of August 2025 at 5:30 PM, a public hearing as described in I.C. 20-29-6-1(b) was held
35 at the Evansville Vanderburgh School Corporation central office.
36

37 On the 6th day of October 2025 at 5:30 PM, a public meeting as described in I.C. 20-29-6-19 was held
38 at the Evansville Vanderburgh School Corporation central office.
39

40 This section is attested to by the Board and Association representatives whose signatures appear below.
41

42 **Section 3. Electronic Participation in Public Hearings**

43 During the public hearing held on the 25th day of August 2025 at 5:30 PM, governing body members
44 were not allowed to participate in the public hearing by means of electronic communication. During
45 the public hearing held on the 25th day of August 2025 at 5:30 PM, members of the public were not
46 allowed to participate in the public hearing by means of electronic communication.

1
2 During the public meeting held on the 6th day of October 2025 at 5:30 PM, governing body members
3 were not allowed to participate in the public hearing by means of electronic communication. During
4 the public meeting held on the 6th day of October 2025 at 5:30 PM, members of the public were not
5 allowed to participate in the public hearing by means of electronic communication.
6 This section is attested to by the Board representatives whose signatures appear below.
7

8 **Section 4. Term of Agreement**

9 The terms and conditions of this agreement shall become effective on July 1, 2025, and shall continue
10 in effect through June 30, 2027 with all issues having been considered and agreed upon.
11 Therefore, this agreement is made and entered into this by and between the Board and the Association,
12 as defined herein, and is attested to by the representatives whose signatures appear below. The Board
13 ratified the CBA on and the Association ratified the CBA on, and is attested to by the respective
14 representatives whose signatures appear below.
15
16
17

18 [This section left blank intentionally, signatures on following page]
19

1 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and cause their
2 names to be subscribed by their duly authorized officers and representative on this 27th day of October
3 2025.
4

5		
6	EVANSVILLE VANDERBURGH	EVANSVILLE TEACHERS
7	SCHOOL CORPORATION	ASSOCIATION
8		
9		
10	_____ Karen Ragland, President	_____ Lori Young, President
11		
12		
13	_____ Michael Duckworth, Sr., Vice President	_____ Julie Anoskey, 1 st Vice President
14		
15		
16	_____ Melissa C. Moore, Secretary	_____ Shelby Phelps, 2 nd Vice President
17		
18		
19	_____ Amy DeVries	_____ Matthew Beck, Treasurer
20		
21		
22	_____ Rev. Terry Gamblin	_____ Leah MacDonald, Secretary
23		
24		
25	_____ David Hollingsworth	
26		
27		
28	_____ Chris Kiefer	
29		
30		

Appendix A
SALARY SCHEDULES

2024-2025

The 2024-2025 Salary Schedules are included for informational purposes only

	Bachelors	Masters
A	\$46,000	\$47,500
B	\$47,500	\$49,000
C	\$49,000	\$50,500
D	\$50,500	\$52,000
E	\$52,000	\$53,500
F	\$53,500	\$55,000
G	\$55,000	\$56,500
H	\$56,500	\$58,000
I	\$58,000	\$59,500
J	\$58,500	\$61,000
K	\$61,000	\$62,500
L	\$62,500	\$64,000
M	\$64,000	\$65,500
N	\$65,500	\$67,000
O		\$68,500
P		\$70,000
Q		\$71,500
R		\$73,000
S		\$74,500
T		\$76,000
U		\$77,500
V		\$79,000
W		\$80,500
X		\$82,000
Y		\$83,500
Z		\$85,000
AA		\$86,500
AB		\$88,000
AC		\$89,500
AD		\$91,000

2025-2026

Row	Bachelors	Masters
A	\$46,500	\$48,000
B	\$48,000	\$49,500
C	\$49,500	\$51,000
D	\$51,000	\$52,500
E	\$52,500	\$54,000
F	\$54,000	\$55,500
G	\$55,500	\$57,000
H	\$57,000	\$58,500
I	\$58,500	\$60,000
J	\$60,000	\$61,500
K	\$61,500	\$63,000
L	\$63,000	\$64,500
M	\$64,500	\$66,000
N	\$66,000	\$67,500
O		\$69,000
P		\$70,500
Q		\$72,000
R		\$73,500
S		\$75,000
T		\$76,500
U		\$78,000
V		\$79,500
W		\$81,000
X		\$82,500
Y		\$84,000
Z		\$85,500
AA		\$87,000
AB		\$88,500
AC		\$90,000

With Literacy Endorsement		
Row	Bachelors	Masters
A	\$46,700	\$48,200
B	\$48,200	\$49,700
C	\$49,700	\$51,200
D	\$51,200	\$52,700
E	\$52,700	\$54,200
F	\$54,200	\$55,700
G	\$55,700	\$57,200
H	\$57,200	\$58,700
I	\$58,700	\$60,200
J	\$60,200	\$61,700
K	\$61,700	\$63,200
L	\$63,200	\$64,700
M	\$64,700	\$66,200
N	\$66,200	\$67,700
O		\$69,200
P		\$70,700
Q		\$72,200
R		\$73,700
S		\$75,200
T		\$76,700
U		\$78,200
V		\$79,700
W		\$81,200
X		\$82,700
Y		\$84,200
Z		\$85,700
AA		\$87,200
AB		\$88,700
AC		\$90,200

2026-2027

Row	Bachelors	Masters
A	\$47,000	\$48,500
B	\$48,500	\$50,000
C	\$50,000	\$51,500
D	\$51,500	\$53,000
E	\$53,000	\$54,500
F	\$54,500	\$56,000
G	\$56,000	\$57,500
H	\$57,500	\$59,000
I	\$59,000	\$60,500
J	\$60,500	\$62,000
K	\$62,000	\$63,500
L	\$63,500	\$65,000
M	\$65,000	\$66,500
N	\$66,500	\$68,000
O		\$69,500
P		\$71,000
Q		\$72,500
R		\$74,000
S		\$75,500
T		\$77,000
U		\$78,500
V		\$80,000
W		\$81,500
X		\$83,000
Y		\$84,500
Z		\$86,000
AA		\$87,500
AB		\$89,000
AC		\$90,500

With Literacy Endorsement		
Row	Bachelors	Masters
A	\$47,200	\$48,700
B	\$48,700	\$50,200
C	\$50,200	\$51,700
D	\$51,700	\$53,200
E	\$53,200	\$54,700
F	\$54,700	\$56,200
G	\$56,200	\$57,700
H	\$57,700	\$59,200
I	\$59,200	\$60,700
J	\$60,700	\$62,200
K	\$62,200	\$63,700
L	\$63,700	\$65,200
M	\$65,200	\$66,700
N	\$66,700	\$68,200
O		\$69,700
P		\$71,200
Q		\$72,700
R		\$74,200
S		\$75,700
T		\$77,200
U		\$78,700
V		\$80,200
W		\$81,700
X		\$83,200
Y		\$84,700
Z		\$86,200
AA		\$87,700
AB		\$89,200
AC		\$90,700

Appendix B

EXTRA DUTY ASSIGNMENTS

EXTRA DUTIES

EXTRA DUTY	
ELEMENTARY/MISCELLANEOUS	STIPEND
Computer Coordinator	\$1,584
Coordinator	\$1,669
Band Director	\$1,830
Choir Director - 1 Hour	\$916
Choir Director - 2 Hours	\$1,797
Orchestra Director	\$1,797
Safety Patrol Sponsor	\$436
Treasurer	\$1,928
Elementary Academy	\$709
MIDDLE SCHOOL	
Middle School Academy	\$709
Speech Coach	\$1,422
Boys Basketball Coach - Varsity	\$1,818
Boys Basketball Coach - Reserve	\$1,818
Girls Basketball Coach - Varsity	\$1,818
Girls Basketball Coach - Reserve	\$1,818
Boys Track Coach	\$1,811
Girls Track Coach	\$1,811
Volleyball Coach – Varsity	\$1,811
Cheerleader Sponsor	\$1,627
Computer Coordinator	\$1,584
Dance Team Sponsor	\$1,627
Band Director	\$1,830
Choir Director	\$2,408
Orchestra Director	\$1,830
Honors Band Director	\$910
Honors Choir Director	\$910
Honors Orchestra Director	\$910
Honors Assistant Band Director	\$671
Honors Assistant Choir Director	\$671
Honors Assistant Orchestra Director	\$671

HIGH SCHOOL	
High School Academy	\$709
Debate Coach	\$1,383
Extra Science Lab	\$2,816
Speech Coach	\$2,744
Assistant Athletic Director	\$4,373
Assistant Baseball Coach	\$3,854
Assistant Basketball Coach	\$4,727
Assistant Football Coach	\$4,727
Assistant Soccer Coach	\$3,777
Assistant Softball Coach	\$3,854
Assistant Swim Coach	\$3,777
Assistant Track Coach	\$3,777
Assistant Volleyball Coach	\$3,777
Assistant Wrestling Coach	\$3,777
Athletic Trainer	\$9,097
Cross Country Coach	\$2,689
Golf Coach	\$2,364
Tennis Coach	\$2,364
Intramural Director	\$3,548
Equipment Manager	\$3,548
BPA Sponsor-Business Office Lab	\$963
Central Radio Manager	\$1,445
H.S. Cheerleader Coach - Varsity	\$1,744
H.S. Cheerleader Coach - Reserve	\$1,744
H.S. Cheerleader Coach - Freshman	\$1,744
Computer Coordinator	\$1,584
Sponsor of each major H.S. Drama Production (The extra pay in each high school for this function shall be limited to two productions each academic year)	\$1,383
Future Farmers of America Sponsor	\$1,445
Paper & Sr. Edition Sponsor	\$1,788
Dance Team Sponsor	\$1,744
Printer of Yearbook & School Paper (for each newspaper and yearbook printed per academic year)	\$449
Student Council Sponsor	\$857
Band Director	\$7,212
Assistant Band Director	\$7,212

Choir Director	\$2,814
Orchestra Director	\$1,341
Assistant to Band Director	\$1,879
Honors Band Director	\$910
Honors Choir Director	\$910
Honors Jazz Ensemble	\$420
Honors Orchestra Director	\$910
Honors Assistant Band Director	\$671
Honors Assistant Choir Director	\$671
Honors Assistant Orchestra Director	\$671
Psychologist	\$2,666
Counselor - 4 Periods	\$1,334
Counselor - 5 Periods	\$1,743
Counselor - 6 Periods	\$2,139
Counselor – Full Day	\$2,666

1
2
3