

# Master Contract

between the

Hammond Teachers' Federation

and the

School City of Hammond

**July 1, 2019 – June 30, 2020**

## **Article 1**

### **Recognition**

**1.1** The Board of School Trustees recognizes the Hammond Teachers' Federation, Local 394, American Federation of Teachers, as the exclusive bargaining agent for all teachers in the bargaining unit. The bargaining unit shall consist of all persons who are employed by the School District under a Uniform Regular Teacher's Contract or a Temporary Teacher's Contract, except the following who are excluded from the bargaining unit: Directors, Assistant Directors, Principals, Assistant Principals, Coordinators, Psychologists or Psychometrists in the Psychology Department, and Central Staff Administrators. (Directors and Assistant Directors refers to administrative positions and does not refer to Directors listed in Appendix B, Extra Compensation Stipends.)

**1.2** Nothing contained herein shall be construed to deny or restrict Board rights or teacher rights under Indiana law or other applicable laws or regulations.

## **Article 2**

### **Definitions**

**2.1** The term "Board" shall refer to the Board of School Trustees of the School City of Hammond.

**2.2** The term "Federation" shall refer to the Hammond Teachers' Federation, Local 394, American Federation of Teachers, AFL-CIO.

**2.3** The term "Teacher" shall refer to all employees represented by the Federation in the bargaining unit as defined.

**2.4** The term "Employer" shall mean the Board, Administration, Supervisors, and any other person(s) authorized to act on behalf of the Board in dealing with its employees.

**2.5** When a reference is made to male teachers or administrators in this Contract, it also includes female teachers and administrators.

## **Article 3**

### **Federation Dues Deduction**

#### **3.1 *Membership Dues/Representation Fee — Payroll Deduction***

a. On or before October 10 of each school year, teachers may sign and deliver to the Employer an assignment authorizing payroll deductions of Hammond Teachers' Federation membership dues or Hammond Teachers' Federation representation fee in twenty-six (26) equal payments from the regular salaries of the teachers. Teachers may also authorize the payroll deduction of voluntary contributions to the Committee on Political Education. Teachers employed any time after October 10 may sign and deliver to the Employer an assignment authorizing payroll deductions of membership dues or representation fees on a prorated basis. These authorization cards shall be delivered to the Board on or before February 15, and deductions will thereafter be made. The dues and representation fees deducted shall be remitted no less frequently than monthly to the Federation. In addition, any teacher may, at his election, pay his annual dues or representation fee directly to the Hammond Teachers' Federation.

b. The Federation agrees to indemnify and hold the Employer harmless against any liability which may arise by reason of any action taken by the Employer in complying with the provisions of this Article.

#### **Article 4 Substitute Teachers**

**4.1** [Effective January 1, 2018,] In the event it becomes necessary for a teacher to give up planning time to serve as a substitute the teacher shall be paid at the rate of forty-five dollars (\$45.00) an hour. Substitute teaching during a teachers plan period is considered an ancillary duty.

**4.2** [Effective January 1, 2018] If a substitute teacher is not provided and the students from an absent teacher's class are redistributed to other teachers then those teachers shall be compensated in the amount of sixty dollars (\$60.00). Each teacher shall be compensated in the amount of sixty dollars (\$60.00) regardless of the number of students sent to the teacher's class and regardless of the duration the students remain in the teacher's classroom.

#### **Article 5 Emergency School Closing**

**5.1** When the schools and school offices are officially closed by the Employer due to an emergency, all licensed teachers will be paid in accordance with state statute, and teachers will not be required to report to their respective schools. If the emergency arises during school hours, teachers will be dismissed as soon as it has been established that all students have departed safely from the school property. Teachers will assist in assuring safe and immediate departure of students. This provision was not bargained and has been included for informational purposes only.

#### **Article 6 On the Job Injury or Accident**

**6.1** In case of any accident or injury arising out of and in the course of employment, the involved teacher should inform his principal or the principal's designee of the accident or injury on the day of occurrence. A Workmen's Compensation Injury Report should be filled out by the principal or the principal's designee and immediately forwarded to the Business Office. The Board shall continue the teacher's wages in full until Workmen's Compensation payments begin, and after such payments begin the Board shall then pay the difference between Workmen's Compensation payments and the contractual salary of the teacher for a period not to exceed one hundred eighty (180) days.

**6.2** All such payments shall be without reduction in accumulated leave of the teacher.

#### **Article 7 High School Department Chairpersons/Middle School Team Leaders**

**7.1** High School Department Chairpersons and Middle School Community Chairpersons will be compensated in the amount of \$1,500. Middle School Academic Team Leaders approved by the Employer for assignment to additional service will be compensated in the amount of \$3,000. Duties performed by High School Department Chairpersons, Middle School Community Chairpersons, and Middle School Team Leaders are considered an ancillary duties.

## **Article 8**

### **Short-Term Paid Leave**

#### **8.1 Personal Illness**

- a. All full-time teachers shall be entitled to ten (10) days' sick leave each year without loss of pay, such leave to be cumulative from year to year without limit. Each fall teachers shall be given an accounting of accrued sick leave.
- b. In the event any teacher shall have accumulated one (1) or more days of sick leave in another school corporation, there shall be added during the school year and each succeeding year of employment up to three (3) days of sick leave until the number of accumulated days to which the teacher was entitled in the last place of employment shall be exhausted. The teacher shall present written verification of such accumulated days.
- c. A teacher on short-term paid sick leave anticipating a prolonged illness shall report the anticipated length of the illness and the possible date for returning to work to the Employer.
- d. A teacher absent from work because of a childhood communicable disease (except the common cold) contracted in the course of the teacher's employment shall suffer no reduction of compensation and shall not be charged with sick leave, upon submission of evidence thereof.

[See also: Section 12.2 for use of sick leave during summer school]

#### **8.2 Family Illness**

- a. Each full-time teacher shall be allowed up to five (5) days' leave per year with pay (not accumulative and not deducted from sick leave) in case of serious illness, major surgery, or serious accident involving a member of the immediate family. Immediate family in this instance shall mean: spouse, children, parents, grandparents, mother-in-law, father-in-law, brothers, sisters, and others living in the home with the employee. All part-time teachers shall be entitled to a proportionate allotment of family illness leave each year. The teacher shall report the reasons for family leave on the Employee Absence Report upon return from leave. IF NO FAMILY ILLNESS DAYS ARE USED DURING A GIVEN SCHOOL YEAR, ONE (1) DAY WILL BE ADDED TO THE TEACHER'S ACCUMULATED SICK LEAVE DAYS AT THE END OF THE SCHOOL YEAR.
- b. In the event emergency conditions arise, an extension of family illness leave without pay shall be determined on individual merit by the Superintendent, provided that in all cases of approved extension an application will be submitted before or immediately upon return, stating clearly all details regarding the emergency.
- c. A leave of absence without pay or increment of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family.

#### **8.3 Personal Business**

Teachers shall be entitled to the following leaves of absence with each school year:

a. Three (3) days of absence for personal business may be granted with no loss of pay, two (2) days allowed by Indiana State Statute, and one (1) day allowed by the Board. The three (3) days shall be accumulative in sick leave if unused. Application for all personal business leave shall be made at least twenty-four (24) hours before taking such leave (except in case of emergencies) and the applicant will not be required to state the reason for taking such leave. The Employer shall honor all requests regardless of reasons. Personal business leave days should not be used for the purpose of extending vacations.

a. Days in excess of personal leave days may be granted to observe religious holidays.

b. Additional leave without pay may be granted by the Superintendent.

#### **8.4 Bereavement**

a. In case of death in the immediate family, a teacher shall be allowed seven (7) calendar days without loss of pay to be taken immediately following the death. Immediate family in this instance shall mean: spouse, children, others living in the home with the employee, and by blood or marriage: parents, grandparents, brothers, and sisters. If more than one (1) death in the immediate family should occur, seven (7) calendar days without loss of pay shall be granted for each. A request for a variance from language requiring bereavement leave to be taken immediately following the death of an immediate family member may be granted by the Employer.

b. One-day (1-day) leaves may be granted for funerals of other than members of the immediate family. Application for such leave shall be made at least twenty-four (24) hours before taking such leave.

c. Additional leave without pay may be granted by the Superintendent depending upon travel and circumstances.

#### **8.5 Military Duty**

If National Guard or Reserve encampment or a period of active training due to emergency situations should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence. The employee will receive regular salary for days spent in government service during a school year to the extent allowable by statute.

#### **8.6 Jury Duty**

In the event a teacher is required to perform jury duty or is subpoenaed to appear in a court or before an administrative tribunal, the teacher shall receive regular salary minus any remuneration received; provided, however, this paragraph has no application if the teacher is the plaintiff in the proceedings.

#### **8.7 Professional Leave**

a. Professional leave days may be granted at the discretion of the Superintendent for such purposes as attending or participating in educational workshops, seminars, or conferences, or for visitation to other school corporations or educational institutions for the purpose of observing instructional techniques.

b. Teachers requesting professional leave days should make their requests in writing well in advance, stating the nature of the activity, the dates involved the place where the activity is to be held, and the value to be derived by the school system.

**8.8 Federation Leave**

The Federation shall have thirty (30) days during each school year to use for Federation business. These days are to be used at the discretion of the Federation as authorized by the President of the Federation. These days will be without loss of pay and are non-accumulative. The Superintendent may, in any given year, grant additional Federation days. The Federation shall give the Employer reasonable notice and shall not use more than five (5) of these days on any given day without the approval of the Superintendent. The Federation will pay substitute costs for these days.

**8.9** In all cases involving annual allotment of leave (personal illness, family illness, personal business, etc.), part-time teachers and those full-time teachers who commence employment after the opening day of the regular school year shall be granted a proportionate allotment of such leave.

**8.10** The teacher shall give proper notification of absence due to personal illness, family illness, personal business, bereavement, military duty, jury duty, or professional leave to the Centralized Substitute Service in keeping with established procedures as a prerequisite to leave without loss of pay.

**Article 9  
Sick Leave Bank**

**9.1** A teacher sick leave bank will be established. Each new teacher will contribute one (1) personal business day each year for five (5) years; however, in any school year in which the sick leave bank accumulation is less than 2000 days as of the first day of the school year, each member will contribute one personal business day. Upon exhaustion of accrued personal illness days, a member may borrow additional personal illness days under the following schedule:

0 – 5 years' teaching service in Hammond	10 days
6 – 8 years' teaching service in Hammond	25 days
9 – 12 years' teaching service in Hammond	35 days
13 – 16 years' teaching service in Hammond	45 days
17 – 20 years' teaching service in Hammond	55 days
over 20 years' teaching service in Hammond	65 days

Upon exhaustion of accrued personal illness days, a member may borrow additional personal illness days for each separate illness upon presentation of sufficient medical evidence to the Sick Leave Bank Committee hereunder provided. Upon resumption of employment, said teacher will repay personal illness days owed (number of days borrowed minus number of days contributed, at the rate of two [2] days per year). Said teacher will also continue to contribute one (1) personal business day each year for up to five (5) years. At no time shall any teacher be permitted to owe the sick leave bank more days than the maximum number to which the teacher would be entitled under the above schedule. If a member retires before the debt is repaid, the remainder of the debt will be waived. If all the sick leave bank personal illness days are exhausted, each member will be assessed annually one (1) day of personal illness leave, beyond which the School City of Hammond will donate the number of personal illness days necessary to keep the sick leave bank operating.

**9.2** A Sick Leave Bank Committee consisting of three (3) Federation members and two (2) Administration members will be established. The Sick Leave Bank Committee will review the applications of teachers desiring to borrow personal illness days from the bank. The decision of the Sick Leave Bank Committee shall be final.

**9.3** Commencing with the school year 1990-91, all members of the sick leave bank shall remain members, and all teachers new to the School City of Hammond will become members of the sick leave bank.

## **Article 10**

### **Professional Compensation**

**10.1** The basic salaries of teachers covered by this Contract shall be set in accordance with the procedures set forth in this Agreement.

**10.2** The salary of the teacher will be presumed correct as shown in the Uniform Teacher's Contract unless the teacher or the Employer furnishes evidence of error.

**10.3** An explanation as to how contract salary figures are computed will accompany the first paycheck of each school year.

**10.4** Basic salaries for teachers shall be paid in twenty-six (26) payments. Basic salaries for teachers shall be paid in twenty-six (26) payments in a given calendar year. Exceptions may be made with the approval of the Cash Flow Committee. A teacher may receive the balance due on his contract with the first scheduled paycheck in July by written notice to the Business Office by May 1. If May 1 occurs on a day that school is not in session, the deadline shall be the next regular school day. A teacher who makes this election shall continue each year to receive the balance due on his contract with the first scheduled paycheck in July unless he notifies the Business Office by May 1 that he prefers to be paid in twenty-six (26) payments. Teachers will be notified by the Cash Flow Committee of the Hammond Teachers' Federation prior to June 1 in the event the balance on teachers' contracts due on the first scheduled paycheck in July cannot be paid.

**10.5** New teachers will receive one half (½) of their first pay one payroll in advance and the remaining one half (½) on the next pay date.

**10.6** Effective January 1, 2009, teacher pay will be issued via direct deposit only.

**10.7** The Superintendent may approve additional compensation for individual teachers who have been authorized by the Superintendent to perform additional work assignments.

**10.8** Payroll deductions for teachers shall be made as required by law or as mutually agreed to by the parties. Teachers may authorize deductions for tax-sheltered annuities during open enrollment periods of the carrier companies involved.

**10.9** Deductions for daily absences not covered by provisions in the Contract shall be made at the same rate as earned.

**10.10** Effective January 1, 1993, the Board shall pay directly to the Indiana State Teachers Retirement Fund each teacher's three percent (3%) contribution to the fund.

**10.11** The parties recognize that the salaries which appear on Regular Teacher's Contracts and Teacher's Temporary Contracts will be inaccurate whenever a salary increase is approved after these contracts have been executed. At the time of a teacher's retirement, the Employer will review these contracts and, when necessary, revise the contracts for the five (5) years of service before retirement in which the teacher's annual compensation was highest so they accurately reflect the sums which the teacher earned in each of those five (5) years.

**10.12** The parties recognize that students are entitled to be taught by fully qualified teachers, while at the same time recognizing a professional responsibility to assist in the preparation of student teachers. Therefore, supervision by a teacher of a student teacher shall be voluntary. No teacher should serve as a supervising teacher more than one-half (1/2) of the total teaching time each year. This provision was not bargained and has been included for informational purposes only. Should the college or university provide funds for this service, such funds shall be paid to those teachers involved with a particular student teacher on a prorated share according to the time for which the supervising teachers are responsible.

**10.13** If the Employer determines that any committee should continue its work during the summer, teachers belonging to the committee performing such services shall be paid on the same basis and in the same manner as summer school teachers.

## **Article 11**

### **Extra-Compensation Positions**

**11.1** Extra-compensation stipends for additional services are set forth in Appendix B.

**11.2** A coach whose Appendix B, Section 4, extra-compensation responsibilities commence prior to the beginning of the school year may begin to receive his extra-duty salary with the payroll prior to the beginning of the school year upon filing a request on the appropriate form with the Administrator for Student Services and Athletics.

**11.3** Teachers who are certified by the National Board for Professional Teaching Standards will be eligible for a stipend in an amount of two thousand dollars (\$2,000.00). Teachers who are licensed by Indiana's Professional Standards Board as Speech Language Pathologists who also meet their requirements of IC 25-35.6-1-7 (f) will be eligible for a stipend in an amount of two thousand dollars (\$2,000). These stipends will be paid during term of the current Master Contract. (July 1, 2018 – June 30, 2019) This stipend was bargained outside of the compensation model in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.

Candidates for National Board certification must possess a baccalaureate degree from an accredited institution, must have completed three (3) years of successful teaching, and must hold a valid state teaching license for each of those three (3) years. Board Certification is a process designed to certify teachers who must complete a demanding demonstration of their knowledge and skill. At the school site, this includes developing a portfolio, including student work samples; videotapes of lessons; and reflective commentary about their progress and problems in helping students learn. Unlike state licensing systems, which set entry-level standards for beginning teachers, National Board Certification establishes advanced standards for experienced teachers. Participation in the certification process is voluntary.

The development of the national Board's standards and assessments is guided by five (5) core propositions which state what the Board values and honors in teaching:

Teachers are committed to students and their learning.

Teachers know the subjects they teach and how to teach those subjects to students.

Teachers are responsible for managing and monitoring student learning.

Teachers think systematically about their practice and learn from experience.

Teachers are members of learning communities.

The School City of Hammond recognizes that teachers who acquire a National Teacher Certification from the National Board for Professional Teaching Standards will enhance their teaching capabilities. Teachers who wish to pursue National Board Certification are encouraged to do so. The Board of School Trustees of the School City of Hammond agrees to support candidates who apply for National Board Certification. The School City of Hammond will support candidates through restricted professional development sources by providing up to five (5) professional development leave days, and by providing access to supportive materials and equipment such as video cameras and computers. Professional development leave days must fall within the time frame of the assessment process and be used exclusively for activities related to the National Board certification assessment process.

## **Article 12**

### **Summer School, Adult Education**

**12.1** Salaries of summer school teachers who are paid pursuant to a supplemental service teacher's contract, adult education teachers, and homebound instruction teachers will be computed on the following stated formula: basic contract salary daily rate for the current calendar year x number of days taught x 1/6 x number of hours taught per day. Compensation for teachers of remediation, grant programs, and after-school lab programs shall be paid at the rate of thirty-five dollars (\$35.00) an hour. Effective June 30, 2018, Compensation for teachers of remediation, grant programs, and after-school lab programs shall be paid at the rate of forty-five dollars (\$45.00) an hour. [Pursuant to IC 20-28-6-7 (c) this provision was not bargained and has been included for informational purposes only.]

**12.2** Teachers who become ill or disabled after receiving official notification of a summer school assignment are eligible to use sick leave days during the term of summer school employment. Sick leave days used during summer school shall be deducted at the fractional rate of the assignment for each day of absence. If a teacher has used all accumulated sick leave during the regular school year, two (2) additional summer school days shall be granted, non-accumulative, during summer school.

#### **12.3 Adult Education**

Teachers of Adult Education shall be paid at the rate of thirty-five (\$35.00) an hour. Break time will not be deducted from teachers' pay.

## Article 13 Insurance Protection

### 13.1 Health Insurance

a. The Board shall make available a single or family membership for all teachers employed by the School City of Hammond in a health insurance plan.

b. [Effective January 1, 2015] A full-time teacher electing to participate in the School City of Hammond health insurance plan shall pay \$2,400.00 annually toward the cost of participation in a single Plan A (Traditional PPO Plan) or \$4,800.00 annually toward the cost of participation in a family plan. Teachers will annually have the opportunity to change plans during an open enrollment period. This election will be effective for the following calendar year.

c. [Effective January 1, 2015] A full-time teacher electing to participate in the School City of Hammond health insurance plan shall pay \$1,200.00 annually toward the cost of participation in a single Plan B (High Deductible Health Plan) or \$3,600.00 annually toward the cost of participation in a family plan. Teachers will annually have the opportunity to change plans during an open enrollment period. This election will be effective for the following calendar year. The Board shall make an annual contribution of \$250.00 into the Health Savings Account (HSA) on behalf of any teacher electing to participate in the Single High Deductible Health Plan. The Board shall make an annual contribution of \$500.00 into the Health Savings Account (HSA) on behalf of any teacher electing to participate in the Family High Deductible Health Plan.

A teacher teaching less than a full day will receive a prorated share of the Board's contribution toward a School City of Hammond health insurance plan.

[Effective January 1, 2019] A full-time teacher electing to participate in the School City of Hammond health insurance plan shall pay \$1,200.00 annually toward the cost of participation in a single (High Deductible Health Plan) or \$3,600.00 annually toward the cost of participation in a family plan. Teachers will annually have the opportunity to change plans during an open enrollment period. This election will be effective for the following calendar year. The Board shall make an annual contribution of \$750.00 into the Health Savings Account (HSA) on behalf of any teacher electing to participate in the Single High Deductible Health Plan. The Board shall make an annual contribution of \$1500.00 into the Health Savings Account (HSA) on behalf of any teacher electing to participate in the Family High Deductible Health Plan.

A teacher teaching less than a full day will receive a prorated share of the Board's contribution toward a School City of Hammond health insurance plan.

d. A participating teacher who fulfills his teaching responsibilities for a given school year (185 days) shall continue as a participant in the School City of Hammond health insurance plan until August 31.

e. Pursuant to Section 125 of the U.S. Internal Revenue Code, the Board will provide a Flexible Benefit Spending Plan. This Flexible Benefit Spending Plan allows a teacher to convert his contribution toward the group hospitalization, major medical, dental and vision plans to pre-tax dollars. In addition, this Flexible Benefits Spending Plan allows some unreimbursed medical and dependent daycare expenses to also be converted to pre-tax dollars. The costs of the administration of this plan, if any, will be subject to negotiation.

f. The teacher shall be responsible for the completion of all necessary enrollment cards and keeping enrollment information up to date. A new dependent (including a newborn child) must be reported to the Insurance Department of the School City of Hammond. The teacher must obtain a membership application from the Insurance Department, complete the change of membership section of the application, and return the application to the Insurance Department. The Insurance Department will then acknowledge receipt of the change and notify the insurance provider of the change in coverage. **NO CLAIM ON BEHALF OF A NEW DEPENDENT CAN BE HONORED UNLESS THE INSURANCE PROVIDER HAS A RECORD OF THE NEW DEPENDENT'S MEMBERSHIP IN THE TEACHER'S FAMILY PLAN.**

(1) [Single Plan] The teacher may participate in the single member group health insurance plan.

(2) [Family Plan] The teacher may participate in the family plan group health insurance plan.

(3) [Dental and Optical Plans Only] The teacher may elect to participate in the dental and optical plans only (either single or family).

(4) The teacher may elect not to participate in the group health insurance plan.

g. The maximum benefit payable under major medical coverage shall be unlimited.

h. Teachers are reminded that they must sign up for Medicare coverage at their Social Security Office just prior to attaining sixty-five (65) years of age in order to maintain optimum coverage under the plan.

i. In the event that husband and wife are both employees eligible for the coverage mentioned above, one spouse may enroll for the family membership plan and the other spouse may be carried as a dependent.

j. A Citywide Health Insurance Committee will meet on not less than a quarterly basis in order to monitor the School City of Hammond Health Care Plan and be in a position, should it be necessary, to recommend modifications of the plan in a timely manner. This committee shall also study the feasibility of providing paid health care for retirees not yet eligible for Medicare coverage.

k. In the event a teacher dies while covered by a family health insurance plan pursuant to Subsection 13.1(b) & (c), for a period of eighteen (18) months following the death, the Board will continue to provide, on a fully paid basis, the family's health insurance plan in effect at the time of the teacher's death.

### ***13.2 Retirees' Major Medical Health Insurance Program***

A Comprehensive Major Medical Group Health Insurance Program will be made available to teachers who have retired from the School City of Hammond. A summary of benefits will be available in the office of the Assistant Superintendent for Business Services-CFO.

### ***13.3 Wellness Program***

The School City of Hammond will provide teachers and their spouses with the opportunity to participate in the School City of Hammond Wellness Program.

### ***13.4 Employee Assistance Plan***

The School City of Hammond will provide teachers with the opportunity to participate in an Employee Assistance Plan.

### **13.5 Term Life Insurance**

The Board shall provide, on a fully paid basis, term life insurance in an amount no less than fifty thousand dollars (\$50,000) for all teachers plus an accidental death and dismemberment plan. For teachers sixty-five (65) years of age and older, this amount shall be reduced in accordance with standard insurance reduction schedules.

### **13.6 Liability**

The Board shall provide, on a fully paid basis, liability insurance in the amount of one hundred thousand dollars (\$100,000) to all of the School City of Hammond teachers in case of suit arising from or in the performance of their duties.

### **13.7 Long-Term Disability Insurance**

The Board shall provide, on a fully paid basis, long-term disability insurance with an elimination period of ninety (90) days.

## **Article 14**

### **Severance Pay**

**14.1** Effective January 1, 2003, a Post-Retirement 403(b) Program (“the program”) will be established. The Employer will make payments into the program on behalf of employees who are eligible for severance pay as provided below.

**14.2** Retirement severance pay shall be granted to eligible professional employees upon their retirement. To be eligible for severance pay, a minimum of fifteen (15) years of employment in the School City of Hammond is necessary except that a teacher retiring at age sixty-five (65) may qualify with a minimum of ten (10) years of employment in the School City of Hammond. Severance will be based on the number of unused accumulated sick days. The first one hundred (100) unused sick days will be reimbursed at one-half (1/2) the person’s daily rate up to a maximum of one hundred dollars (\$100.00) per day. Days accumulated beyond one hundred (100) will be reimbursed at seventy-five dollars (\$75.00) per day.

**14.3** A teacher shall receive \$2,000.00 of his/her severance benefit at the time of his/her retirement and the remainder shall be deposited into an account in the 403(b) Program on behalf of the teacher in the first two (2) Januaries following his/her retirement.

**14.4** In order to be eligible for retirement severance pay, a teacher must:

- a. Meet minimum requirements in the Indiana State Teachers' Retirement system.
- b. Submit to the Assistant Superintendent or Assistant to the Superintendent – Human Resources as soon as possible (preferably on or before March 1) during the school year at the end of which retirement will occur, a notification, in writing, of intent to retire.

**14.5** In the event a teacher is unable to give timely notice of retirement as required and is forced to retire as a result of ill health, accident, or other unforeseen event, the required notice of retirement may be waived by the Board on the recommendation of the Superintendent.

**14.6** A teacher of at least twenty (20) years’ experience who, by necessity, exhausts all of his accumulated sick leave due to a prolonged illness during the last three (3) years of employment shall be given \$2,000.00 as severance pay.

**14.7** Upon the death of any employee eligible for retirement severance pay, the severance pay to which the employee would have been entitled shall be paid directly, in a lump sum, to person(s) designated by the deceased in writing to the Employer. If no beneficiary has been named for severance benefits specifically, the severance benefits will be paid to the beneficiary named on the teacher's life insurance policy. If no beneficiary has been named on the teacher's life insurance policy, the severance benefits will be paid to the beneficiary named on the teacher's Teachers' Retirement Fund. If no beneficiary has been named on the teacher's Retirement Fund, payment will be made to the estate of the deceased.

## **Article 15**

### **Retirement Plan**

**15.1** Effective the beginning of the 2003-2004 school year, the Board agrees to establish and maintain a qualified retirement plan pursuant to Section 401(a) of the U.S. Internal Revenue Code [hereinafter referred to as the "401(a) plan"] for all teachers. Effective the 2003-2004 school year, the Board will contribute an amount equal to one percent (1%) of each teacher's base salary annually into the 401(a) plan on behalf of each teacher. This annual one percent (1%) contribution will be deposited into the 401(a) plan on a monthly basis as the base salary is paid.

**15.2** The contributions to the 401(a) plan on behalf of a teacher will vest with that teacher after the teacher completes five (5) consecutive years of service with the School City of Hammond. For purposes of this Article, one (1) year of service shall be credited upon the completion of one hundred twenty (120) school days in a given school year.

**15.3** At the time a teacher severs his/her employment relationship with the School City of Hammond, the value of all contributions to the teacher's 401(a) account plus an assumed rate of return equal to a fixed rate account of the 401(a) plan (agreed to by the parties prior to the 2003-2004 school year) shall be deducted from the total amount of severance pay to which the teacher would be entitled pursuant to Article 14 of this Master Contract. The annual rate of return for the fixed rate account of the 401(a) plan shall be determined each July 1 and shall be used for the succeeding twelve (12) month period. The remaining severance pay shall be paid out pursuant to Article 14 of this Master Contract.

If the 401(a) account is larger than the teacher's severance pay pursuant to Article 14 of this Master Contract or if the teacher is not entitled to severance pay pursuant to Article 14, the teacher will receive the 401(a) amount only.

## **Article 16**

### **Grievance Procedure**

#### **16.1 Definitions**

a. A "Grievance" is a claim by a teacher, a group of teachers or the Federation that there has been a violation, misinterpretation or misapplication of provisions of this Contract.

b. A "Grievant" is a teacher, a group of teachers or the Federation.

c. A "Supervisor" shall ordinarily be defined as the building principal; however, when the grievance is on a system wide basis "Supervisor" shall mean the Assistant Superintendent or Assistant to the Superintendent – Human Resources. In cases where members of the bargaining

unit are not under a building principal, “Supervisor” shall be defined as the director of the program under which the grievance arises.

d. The term “Days” when used in this grievance procedure shall be defined as calendar days unless otherwise specified.

e. The term “Stage” when used in this grievance procedure shall refer to the separate and distinct stages to be followed in the processing of grievances.

### **16.2 General Provisions**

a. For the purposes of this Contract the grievant and the Board agree, as a matter of mechanics, to use the “Grievance Report” shown in Appendix D.

b. Written grievances shall contain a clear and concise statement of the specific alleged violation, misinterpretation or misapplication involved, and the relief sought.

c. Personnel material and school business data not of a confidential nature which bear on the issues raised by a grievance shall be available to the grievant upon his request.

d. No documents, communications or records dealing with the processing of a grievance shall be placed in the regular personnel file of the grievant except upon the written request of the grievant.

e. Released time without loss of pay shall be provided for teachers who must attend meetings mutually agreed upon and scheduled by both parties under stages of this grievance procedure.

### **16.3 Purposes**

The purpose of this procedure is to secure, at the lowest possible administrative level, resolution of filed grievances which may arise. Details of grievance proceedings shall be kept confidential.

### **16.4 Procedure**

a. Since it is agreed that grievances shall be processed as soon as possible, time limits stated in this grievance procedure shall be an absolute maximum. Time limits may be extended only by mutual agreement of the parties involved. Time limits falling during any school year vacation period shall be extended to the second school day after vacation. Grievances filed after May 15 of any school year shall be resolved within thirty (30) days following the end of the school term unless the grievance goes to the fourth stage of the grievance procedure.

b. A grievance must be filed as soon as practicable after the grievant learns the facts which are the basis of the grievance. In no case shall a grievance cite as an alleged violation, misinterpretation, or misapplication a specific act which occurred more than thirty (30) days previous to the filing of the written grievance. If, however, a teacher is disabled or otherwise physically incapable of filing a grievance within this period, an extended time limit of up to ninety (90) days shall be allowed. In the event an alleged violation, misinterpretation, or misapplication is determined to be one of a continuing nature, any relief which may be granted can only include or be retroactive to the thirty (30) days prior to the initial filing of the grievance.

c. Failure by the supervisor, Assistant Superintendent or Assistant to the Superintendent – Human Resources, or the Board to give a written decision within the specified time limits in this procedure shall permit the grievant to take the grievance to the next stage within specified time limits. Failure at any stage of this procedure to take a grievance to the next stage within the specified time limits shall constitute waiver by the grievant.

d. It is the desire of the Federation and the Board to limit, insofar as practicable and appropriate, the number of formal grievances filed. To this end, both parties agree to encourage attempts to informally resolve grievances before invoking the grievance procedure. A teacher or group of teachers, who may request a Federation representative to be present, should first discuss the alleged violation, misinterpretation, or misapplication with the immediate supervisor.

#### **16.5 Stage 1**

a. If it is determined that a grievance should be filed, the grievant must file with the supervisor a completed Grievance Report [See Appendix D] in accordance with the aforementioned time limits. The alleged violation(s) as set forth in the Grievance Report shall control the scope of the grievance from Stage 1 through and including Stage 4. The supervisor shall meet with the grievant in an effort to resolve the grievance. The supervisor shall indicate the disposition of the grievance within fourteen (14) days after the filing of the grievance by completing Stage 1 of the Grievance Report and returning it to the grievant. The Assistant Superintendent or Assistant to the Superintendent – Human Resources, and the Federation shall both receive a copy of the disposition.

#### **16.6 Stage 2**

If not satisfied with the disposition of the grievance at Stage 1, the Federation may file within seven (7) days Stage 2 of the Grievance Report with the Assistant Superintendent or Assistant to the Superintendent – Human Resources. The Assistant Superintendent or Assistant to the Superintendent – Human Resources shall meet with the grievant. Within fourteen (14) days after the filing of the grievance at Stage 2, the Assistant Superintendent or Assistant to the Superintendent – Human Resources shall indicate the disposition by completing Stage 2 of the Grievance Report and returning it to the grievant. The Federation shall be notified as to the disposition of the grievance.

#### **16.7 Stage 3**

If not satisfied with the disposition of the grievance at Stage 2, the Federation may file within seven (7) days Stage 3 of the Grievance Report with the Superintendent. The Superintendent or his designated representative shall meet with the grievant. Within twenty-eight (28) days after the filing of the grievance at Stage 3, the Superintendent or his designated representative shall indicate the disposition by completing Stage 3 of the Grievance Report and returning it to the grievant. The Federation shall be notified as to the disposition of the grievance.

#### **16.8 Stage 4**

If the Federation is not satisfied with the disposition at Stage 3, the Federation may submit a written appeal to the President of the Board of School Trustees within ten (10) working days of the receipt of the written disposition by the Superintendent or his/her authorized representative, or in the event the Superintendent or his/her authorized representative fails to issue a written disposition within the time limit, within thirty (30) working days of the appeal of the grievance to Stage 3. Upon written request to the President of the Board of School Trustees the Federation shall be entitled to a meeting with the Board to discuss the grievance prior to the Board's final decision. The Board of School Trustees will review the grievance, make its decision, and notify the Federation at the earliest opportunity. The decision of the Board shall be final.

**Article 17**

**Term of Contract**

**17.1** This Contract shall be effective as of July 1, 2019, through June 30, 2020.

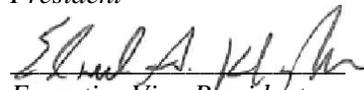
**17.2** Should any Article, Section, or provision of this Contract be declared illegal, said Article, Section or provision, as the case may be, shall be automatically deleted from this Contract to the extent that it violates the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect if not affected by the deleted Article, Section, or provision.

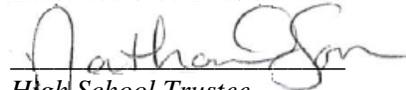
**17.3** This Contract is made and entered into at Hammond, Indiana, on this 6th day of November, 2019, by and between the Board of School Trustees, School City of Hammond, and the Hammond Teachers' Federation, Local 394 of the American Federation of Teachers.

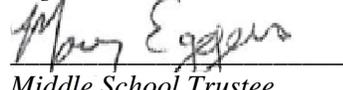
**17.4** This Contract is attested to by the parties whose signatures appear below.

***Hammond Teachers' Federation***

  
\_\_\_\_\_  
*President*

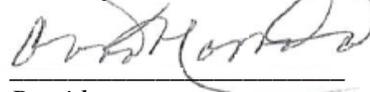
  
\_\_\_\_\_  
*Executive Vice-President*

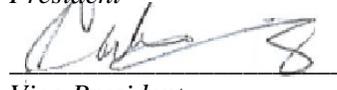
  
\_\_\_\_\_  
*High School Trustee*

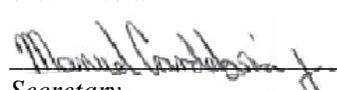
  
\_\_\_\_\_  
*Middle School Trustee*

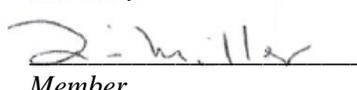
  
\_\_\_\_\_  
*Elementary School Trustee*

***Board of School Trustees***

  
\_\_\_\_\_  
*President*

  
\_\_\_\_\_  
*Vice-President*

  
\_\_\_\_\_  
*Secretary*

  
\_\_\_\_\_  
*Member*

\_\_\_\_\_  
*Member*

## **APPENDIX A**

### **SCHOOL CITY OF HAMMOND**

#### **Teacher Compensation Model**

**Effective 2019-2020 school year (Salary Range: \$41,000 - \$74,251)**

**Effective January 1, 2020 (Salary Range \$41,000 - \$75,000)**

The Teacher Compensation Model shall consist of three (3) factors used to determine increases in teacher compensation:

1. Teacher Summative Evaluation (4 base units)  
Teachers who score in the top two categories (Highly Effective or Effective) on the evaluation instrument earn 4 base units.
2. Experience (1 base unit)  
Teachers who had a minimum of 120 paid days the previous school year earn 1 base unit.
3. Academic needs of students (1 base unit)  
The academic needs of students requires that teachers continue to pursue professional growth experiences throughout their teaching careers. Teachers who have earned 45 professional growth experience points during the previous school year earn 1 base unit. The professional growth experience points shall be calculated with (1) clock hour qualifying for (1) professional growth experience point in education activities as outlined by the Indiana Department of Education.

#### **Eligibility**

Teachers who score in the bottom two categories (Needs Improvement or Ineffective) shall not be eligible to receive any increase in compensation. The amount that would otherwise have been allocated for increases in teacher compensation for teachers rated “Needs Improvement” or “Ineffective” shall be allocated for increases in teacher compensation for teachers rated “Effective” or “Highly Effective” based upon the teacher compensation model. This section does not apply to a teacher in the first two (2) full school years that the teacher provides instruction to students in an elementary school or high school.

Any teacher who has not worked 120 days the previous school year does not qualify for any increase in compensation.

Each school year the School City of Hammond and the Hammond Teachers Federation will negotiate the amount of money available for teacher salaries. This dollar amount will then be used to determine the dollar amount for each base unit. The base salary of a teacher shall be capped at \$75,000.00. Should this amount exceed the salary cap (\$75,000) in part or in total, those dollars will be paid to the teacher in the form of a one-time stipend.

Effective 2019-2020 school year a new teacher's base salary shall be \$41,000. In the event a new teacher is hired with outside teaching experience, or in a hard to fill teaching assignment, the Superintendent with the approval of the Board of School Trustees may grant an addition to the base salary in increments of \$1,000.00.

These calculations required by Indiana Statutes, do not create vested entitlements but merely the rates of pay at which teachers will be paid for the following school year.

## APPENDIX A-1

**Effective 2019-2020 school year (Salary Range: \$41,000 - \$74,251)**

**Effective January 1, 2020 (Salary Range \$41,000 = \$75,000)**

Effective January 1, 2020, \$390,000, shall be made available for teacher salary increases.

Calculation Steps:

1. Assign individual teacher points for Teacher Summative Evaluation.
2. Assign individual teacher points for Experience.
3. Assign individual teacher points for Academic Needs of Students.
4. Total the points awarded to all teachers.
5. Divide the dollar amount available by the total points distributed to all teachers to Calculate a per-point value.
6. Multiply the total points earned per individual teacher by the point value determined In step 5 to determine the January 1, 2020, base salary increase.

Teachers that received a salary increase pursuant to the Appendix A, Teacher Compensation Model, effective January 1, 2020, shall also receive a one-time stipend in the amount of three hundred dollars (\$300.00). This one-time stipend shall be paid during the month of January, 2020 and may be taken as a separate check or be directed into an FSA or HSA account.

Any teacher who has not worked 120 days the previous school year does not qualify for any increase in compensation or the one-time stipend.

## **Appendix B**

### **Extra Compensation Stipends**

Personnel approved by the Superintendent for assignment to additional service shall receive additional pay as follows:

#### **Section B-1**

##### ***a. Counselors***

High School and Middle School Counselors will be compensated on a daily contract rate for services before or after the regular school year.

##### ***b. Special Education Teachers***

Vocational Special Needs Coordinators shall be compensated for an extended work day in the amount of four thousand dollars (\$4,000).

##### ***c. Media Center***

The Instructional Technology Coordinator shall be compensated in the amount of \$5,000.00.

##### ***d. Assistant to the Principal***

An Assistant to the Principal will be compensated on an index of .20 X Base on the Current Salary Schedule.

##### ***e. Instructional Coach, and Consulting Teacher***

A teacher assigned to the position of Literacy Coach and a teacher assigned to the position of Math Coach shall receive additional compensation in the amount of \$5,000 to compensate for an extended school day and an extended school year. The parties recognize that any position which is created with funds from a grant will be eliminated when the grant ends.

##### ***f. Elementary Behavior Specialist***

The Elementary Behavior Specialist shall receive additional compensation in the amount of \$5,000.

#### **Section B-2 Expanded Studies Program**

The Expanded Studies Program is a talent development program designed to help students develop their talents in a stimulating and challenging environment. Teachers will be invited to submit proposals for specific classes. The notice of this opportunity will include a deadline for submitting proposals. These proposals will be reviewed by the Talent Development Committee who will recommend to the Assistant Superintendent or Assistant to the Superintendent – Human Resources, teachers for employment on a supplemental service contract. The seven-member (7-member) Talent Development Committee will consist of the Director of Talent Development, three (3) administrators appointed by the Superintendent, and three (3) teachers appointed by the President of the Hammond Teachers' Federation. [This provision was not bargained and has been included for informational purposes only.]

Teachers employed in the Expanded Studies Program will be compensated at their hourly rate of pay. In the event a teacher is absent from a scheduled instructional period of the program at the request of the Employer in order to participate in student-related activities or professional development activities, the teacher shall not incur a loss of pay.

#### **Section B-3 Extra-Duty Assignments**

Compensation = Index X Base Salary  
**Base effective June 30, 2017 = \$32,939**

A building principal may recommend to the Assistant Superintendent or Assistant Superintendent for Academic Services assignment of a C-3 position or a Section 7.5 position in his building to a dollar amount in a higher C-3 classification or a higher amount in a C-4 classification during a given school year in recognition of program enhancement. This provision shall not be subject to the grievance procedure.

	<b>Index</b>	<b>06/30/17</b>
<b>Class I Assignments</b>	<b>.1059</b>	<b>\$3,488</b>
High School Instrumental Music Director		
High School Vocal Music Director		
High School Theater Director		
Student Activities Director		
<b>Class II Assignments</b>	<b>.0529</b>	<b>\$1,742</b>
High School Assistant Debate/Speech Coach		
High School Vocal Music Accompanist		
Middle School Instrumental Music Director (Assigned before-school and after-school activities)		
Middle School Vocal Music/Drama Director (Assigned before-school and after-school activities)		
<b>Class III Assignments</b>	<b>.0435</b>	<b>\$1,433</b>
Breakfast Program Supervisor		
Elementary Recess Supervisor		
<b>Class IV Assignments</b>	<b>.0397</b>	<b>\$1,308</b>
High School Yearbook Sponsor		
High School Newspaper Sponsor		
Middle School Vocal Music Activity Director (Assigned before-school and after-school activities)		
Middle School Academic Coach		
High School, Middle School, Elementary School Chess Coach		
<b>Class V Assignments</b>	<b>.0318</b>	<b>\$1,047</b>
High School Vocational Teacher-Coordinator		
Audio-Visual Materials Specialist		
High School Computer Coordinator		
High School Class Sponsor		
High School Pom Pon Sponsor		
Flag Corps Sponsor		
High School Student Government Sponsor		
Junior Robotics Grades 5-9		
Vocational Club Sponsor		
Elementary Head Teacher		
Special Needs Coach		
High School National Honor Society Sponsor		
School Data Management Teacher		
High School, Middle School, Elementary School Technology Liaison		

<b>Class VI Assignments</b>	<b>.0185</b>	<b>\$609</b>
High School Class Sponsor		
High School Bookstore Supervisor		
High School Intramurals (Per season)		
High School Foods Coordinator (Other than Department Chairman)		
High School Science Fair Sponsor		
Middle School Newspaper Sponsor		
Middle School Yearbook Sponsor		
Middle School Foods Coordinator (Other than Department Chairman)		
Middle School Intramurals (Per season)		
Middle School Student Council Sponsor		
Middle School Science Fair Sponsor		
Elementary School Vocal Music Activity Director (Assigned before-school and after-school activities)		
Elementary School Patrol Sponsor		
Elementary School Intramurals (Per season)		
Elementary School Science Fair Sponsor		
Elementary School Science Fun Day (Grades 1, 2, 3)		
Webmaster		
Club Sponsor		

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**Traveling Elementary Teachers and Occupational Therapists**

	<b>Two Schools Per Day</b>		<b>Three Schools Per Day</b>	
	<b>Index</b>	<b>06/30/17</b>	<b>Index</b>	<b>06/30/17</b>
One day per week	<b>.0032</b>	<b>\$105.40</b>	<b>.0048</b>	<b>\$158.11</b>
Two days per week	<b>.0064</b>	<b>\$210.81</b>	<b>.0095</b>	<b>\$312.92</b>
Three days per week	<b>.0095</b>	<b>\$312.92</b>	<b>.0143</b>	<b>\$471.03</b>
Four days per week	<b>.0127</b>	<b>\$418.33</b>	<b>.0191</b>	<b>\$629.13</b>
Five days per week	<b>.0159</b>	<b>\$523.73</b>	<b>.0238</b>	<b>\$783.95</b>

In lieu of this extra compensation stipend for traveling elementary teachers, kindergarten teachers who have a full instructional supervisory load as defined in Section 9.1 and who are assigned to two (2) schools on a daily basis, shall receive additional compensation of four hundred dollars (\$400) per trimester.

Traveling between schools is considered an ancillary duty.

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**Traveling High School and Middle School Teachers**

High school and/or middle school teachers who have a full instructional supervisory load as defined in Section 8.5 and who are assigned to two (2) schools on a daily basis shall receive additional compensation of four hundred dollars (\$400) per trimester.

Traveling between schools is considered an ancillary duty.

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**Section B-4 Coaching Assignments**

**Compensation = Index X Base Salary**

**Base effective June 30, 2017 = \$32,939**

<b>Index</b>			<b>06/30/17</b>
High School Athletic Director	.3032		\$9,987
Middle School Athletic Director	.2021		\$6,657
<hr/>			
	<b>Years of Experience</b>	<b>Index</b>	<b>06/30/17</b>
<b>Class I Assignments</b>	0	.2526	\$8,320
	2	.2706	\$8,913
	5	.2886	\$9,506
High School Head Basketball			
High School Head Football			
<b>Class II Assignments</b>	0	.1684	\$5,547
	2	.1853	\$6,104
	5	.2021	\$6,657
High School Head Volleyball			
High School Head Baseball			
High School Head Softball			
High School Head Wrestling			
High School Head Soccer			
High School Head Track			
<b>Class III Assignments</b>	0	.1323	\$4,358
	2	.1456	\$4,796
	5	.1588	\$5,231
Teacher Mentor Program Facilitators			
Citywide Health Insurance Committee Chairman			
High School Head Tennis			
High School Head Swimming			
High School Assistant Football			
High School Assistant Basketball			
High School Assistant Athletic Director			
High School Debate Coach			

	Years of Experience	Index	06/30/17
<b>Class IV Assignments</b>	<b>0</b>	<b>.0953</b>	<b>\$3,139</b>
	<b>2</b>	<b>.1059</b>	<b>\$3,488</b>
	<b>5</b>	<b>.1165</b>	<b>\$3,837</b>
High School Assistant Wrestling			
High School Assistant Track			
High School Assistant Baseball			
High School Assistant Swimming			
High School Assistant Volleyball			
High School Head Freshman Football			
High School Head Freshman Basketball (12 games or more)			
High School Financial Manager			
High School Assistant Soccer			
High School Speech Coach (Forensics)			
High School Science Coach			
Middle School Science Coach			
High School Academic Coach			
High School Assistant Softball			
<b>Class V Assignments</b>	<b>0</b>	<b>.0741</b>	<b>\$2,441</b>
	<b>2</b>	<b>.0847</b>	<b>\$2,790</b>
	<b>5</b>	<b>.0953</b>	<b>\$3,139</b>
Teacher Center Director			
High School Head Cross Country			
High School Assistant Freshman Football			
High School Head Golf			
High School Head Freshman Volleyball			
High School Head Freshman Basketball (11 games or less)			
High School Head Freshman Baseball			
High School Cheerleader Coach			
<b>Class VI Assignments</b>	<b>0</b>	<b>.0582</b>	<b>\$1,917</b>
	<b>2</b>	<b>.0635</b>	<b>\$2,092</b>
	<b>5</b>	<b>.0688</b>	<b>\$2,266</b>
High School Assistant Tennis			
Middle School Head Football			
Middle School Head Wrestling			
Middle School Head Track			
Middle School Head Cross Country			
Middle School Head Volleyball			
Middle School Head Basketball			
Elementary School Science Olympiad			
Middle School Cheerleader Coach			
<b>Class VII Assignments</b>	<b>0</b>	<b>.0529</b>	<b>\$1,742</b>
	<b>2</b>	<b>.0582</b>	<b>\$1,917</b>
	<b>5</b>	<b>.0635</b>	<b>\$2,092</b>
Middle School Assistant Football			
Middle School Assistant Track			
Middle School Assistant Wrestling			
Middle School Assistant Cross Country			

Appendix C  
Grievance Report

SCHOOL CITY OF HAMMOND  
**Grievance Report**

Name of grievant \_\_\_\_\_ School \_\_\_\_\_

Date cause of grievance occurred \_\_\_\_\_

**Stage 1**

Statement of grievance

Section(s) of Master Contract involved

Relief sought

Signature of grievant \_\_\_\_\_ Date submitted \_\_\_\_\_

Signature of Federation Representative \_\_\_\_\_

Disposition by Supervisor

Signature of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

**Stage 2 (If carried forward to Stage 2)**

Disposition by Assistant Superintendent, Personnel

Signature of Assistant Superintendent, Personnel \_\_\_\_\_ Date \_\_\_\_\_

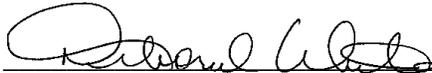
**Stage 3 (If carried forward to Stage 3)**

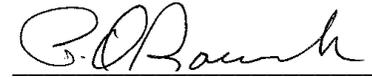
Disposition by Superintendent

Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

**Appendix D-1**  
**Memorandum of Understanding**  
**Acting Supervisor of Health Services**

The Board of School Trustees of the School City of Hammond and the Hammond Teachers' Federation hereby agree, effective the 2009-2010 school year, when the Supervisor of Health Services is absent because of illness, or other short term leave, a school nurse shall be assigned the duty of Acting Supervisor. The school nurse assigned the duty of Acting Supervisor shall be a nurse covered by Teachers' Master Contract or the Agreement with Registered Nurses/Health Aides. The school nurse assigned the duty of Acting Supervisor, in addition to his/her regular pay, shall be compensated an additional fifty dollars (\$50.00) for each day the school nurse serves as Acting Supervisor. The selection of the Acting Supervisor shall be at the sole discretion of the Supervisor of Health Services.

  
FOR THE BOARD

  
FOR THE FEDERATION

Date: September 24, 2009