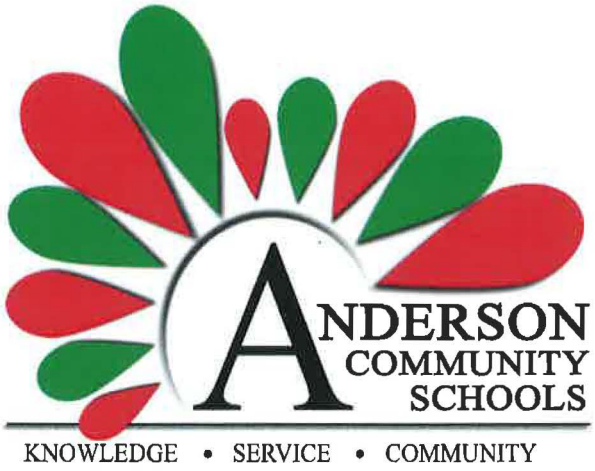

Appendix H

Anderson Federation of Teachers (AFT)
Assurance Letter & Contract
Amendments

Anderson Community School Corporation

TO: Reviewers of the 1003(g) School Improvement Grant Applications

FROM: Randall Harrison, President, Anderson Federation of Teachers (AFT), Anderson Community School Corporation

DATE: July 2, 2015

SUBJECT: 1003(g) School Improvement Grant – Teachers Union Assurance Letter of Support

The AFT is in agreement to the full implementation and all components of the school improvement model for the 1003(g) School Improvement Grants for Anderson High School and Highland Middle School. We have reviewed the grant applications in their entirety, including the allocation of all grant resources and have agreed that that the grants will have no impact on the existing terms and conditions of employment of the established CBA.

Thank you for your consideration of the applications on behalf of Anderson High School, Highland Middle School, and Anderson Community School Corporation.

Approved:

Randall Harrison, President, Anderson Federation of Teachers

Randall Harrison, President, Anderson Federation of Teachers

GLOBAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS GLOBAL SETTLEMENT AGREEMENT (the "Settlement Agreement"), is entered into as of June 26, 2015 (the "Effective Date"), by and between Board of School Trustees, Anderson Community School Corporation ("ACSC"), and Anderson Federation of Teachers, Local 519, AFT ("AFT"). ACSC and AFT are each referred to herein as a "Party" and are collectively referred to herein as the "Parties."

Recitals

A. In 2010, the Parties entered into a collective bargaining agreement ("CBA") that took effect on June 29, 2010 and is scheduled to expire on December 31, 2018.

B. Pursuant to Art. XXVI of the CBA, the Parties met on September 3, 2014, to present competing bargaining proposals and reopen certain portions of the CBA for bargaining purposes.

C. AFT contested ACSC's proposal and filed suit in Madison Circuit Court on September 8, 2014. *Anderson Federation of Teachers, Local 519, AFT v. Board of School Trustees, Anderson Community School Corporation*, Cause No. 48C02-1409-PL000119 ("AFT Lawsuit.")

D. ACSC then challenged AFT's actions as unfair labor practices, and ACSC filed a complaint with the Indiana Education Employment Relations Board. *Board of School Trustees, Anderson Community School Corporation v. Anderson Federation of Teachers, Local 519, AFT*, Case No. U-14-05-5275.

E. The AFT Lawsuit was stayed while the ACSC Complaint was adjudicated.

F. The administrative law judge appointed by the IEERB to decide ACSC's complaint ruled in favor of ACSC on November 26, 2014, which AFT appealed to the IEERB.

G. The IEERB ruled in favor of AFT on March 17, 2015, and ACSC appealed that ruling to Marion Superior Court. *Board of School Trustees, Anderson Community School Corporation v. Anderson Federation of Teachers, Local 519, AFT and Indiana Education Employment Relations Board*, Cause No. 49D06-1504-PL-012264 ("ACSC Complaint").

H. Also on March 17, 2015, the IEERB provided notice that the Parties had until April 29, 2015 to bargain before impasse was declared.

I. The Parties continued to meet and bargain various parts of each Party's proposal.

J. On May 1, 2015, the IEERB declared that the Parties were at impasse. A mediator was selected, and mediation was scheduled.

K. The Parties each believe that their positions with respect to the AFT Lawsuit, the ACSC Complaint, and the bargaining impasse are lawful. Additionally, each Party denies that their positions with respect to these disputed matters are untenable.

L. The Parties, however, now wish to avoid the inconvenience and expense of further litigation and IEERB factfinding and desire to release and settle, amicably and equitably, the matters, disputes, and claims between them relating to the AFT Lawsuit, the ACSC Complaint, and the bargaining impasse, in accordance with the specific terms herein.

Settlement Terms

NOW, THEREFORE, in consideration of the mutual covenants contained in this Settlement Agreement and each act done in order to reach a global settlement, the Parties hereby agree as follows:

1. Incorporation of the Recitals. The Recitals set forth above are hereby incorporated into this section of the Settlement Agreement.

2. ACSC Duties and Obligations.

a. ACSC shall dismiss with prejudice its appeal and complaint in Marion Superior Court, *Board of School Trustees, Anderson Community School Corporation v. Anderson Federation of Teachers, Local 519, AFT and Indiana Education Employment Relations Board*, Cause No. 49D06-1504-PL-012264, within twenty-five (25) days.

b. ACSC agrees upon a modification of the current Anderson Peer Assistance Review Program ("Anderson PAR") guidelines to allow a system-wide annual evaluation system for all teachers to be formalized within the Anderson PAR guidelines. This Agreement does not change nor amend the language in the CBA. This Agreement is set forth as Attachment A and incorporated herein to this Settlement Agreement.

c. ACSC agrees upon procedures for the consideration and joint approval of Priority and Focus School Grant Application(s) (or whatever name such may be called in the future) to be filed with the Indiana Department of Education ("IDOE"). This agreement is within the purview of the IDOE grant submission process and is no manner was part of the collective bargaining process by and between the AFT and the ACSC. That agreement is set forth in Attachment B and incorporated herein to this Settlement Agreement.

d. ACSC will approve, ratify, and sign amendments to the existing CBA as set forth in Attachment C, and update appropriate governmental entities in a timely manner to avoid initiation of factfinding under I.C. § 20-29-6-15.1.

e. ACSC agrees that it will not raise as a reopener during the remainder of the term of the CBA the concept of changing the duration or the term of agreement.

3. AFT Duties and Obligations.

a. AFT shall dismiss with prejudice its lawsuit filed in Madison Superior Court, *Anderson Federation of Teachers, Local 519, AFT v. Board of School Trustees, Anderson Community School Corporation*, Cause No. 48C02-1409-PL000119, within twenty-five (25) days.

b. AFT agrees upon a modification of the current Anderson Peer Assistance Review Program ("Anderson PAR") guidelines to allow a system-wide annual evaluation system for all teachers to be formalized within the Anderson PAR guidelines. This Agreement does not change nor amend the language in the CBA. This Agreement is set forth as Attachment A and incorporated herein to this Settlement Agreement.

c. AFT agrees upon procedures for the consideration and joint approval of Priority and Focus School Grant Application(s) (or whatever name such may be called in the future) to be filed with the Indiana Department of Education ("IDOE"). This agreement is within the purview of the IDOE grant submission process and is no manner was part of the collective bargaining process by and between the AFT and the ACSC. That agreement is set forth in Attachment B and incorporated herein to this Settlement Agreement.

d. AFT will approve, ratify, and sign amendments to the existing CBA as set forth in Exhibit C, and update appropriate governmental entities in a timely manner to avoid initiation of factfinding under I.C. § 20-29-6-15.1.

4. ACSC Release of AFT. In consideration of the agreements and promises made by AFT in this Settlement Agreement, ACSC, including any representatives, assigns, successors and any other related person or entity, whether specifically or generally designated, hereby RELEASES, ACQUITS, AND FOREVER DISCHARGES AFT, together with its heirs and successors, as well as any subsidiary and affiliate, and the officers, directors, agents, attorneys, and employees of AFT, from any and all actions, causes of action, claims, demands, costs, expenses, liability of any kind, obligations, past actions or omissions, deeds or misdeeds, claims and counterclaims, whether arising by statute, tort, contract or otherwise, whether known or unknown, asserted or unasserted, foreseen or unforeseen, contingent or actual, liquidated or unliquidated, direct or undirect, special, statutory, financial consequential, punitive, or any other relief in law or equity, which ACSC had, has, or may have on account of, arising out of, related to, resulting from the facts or events stated in the Recitals. This release does not cover any issue, grievance, or claim from either the parties' Collective Bargaining Agreement or relationship that is not the subject of either the ACSC lawsuit or AFT Complaint.

5. AFT Release of ACSC. In consideration of the agreements and promises made by ACSC in this Settlement Agreement, AFT, including any representatives, assigns, successors and any other related person or entity, whether specifically or generally designated, hereby RELEASES, ACQUITS, AND FOREVER DISCHARGES ACSC, together with its officers, directors, agents, attorneys, and employees, from any and all actions, causes of action, claims, demands, costs, expenses, liability of any kind, obligations, past actions or omissions, deeds or

misdeeds, claims and counterclaims, whether arising by statute, tort, contract or otherwise, whether known or unknown, asserted or unasserted, foreseen or unforeseen, contingent or actual, liquidated or unliquidated, direct or undirect, special, statutory, financial consequential, punitive, or any other relief in law or equity, which AFT had, has, or may have on account of, arising out of, related to, resulting from the facts or events stated in the Recitals. This release does not cover any issue, grievance, or claim from either the parties' Collective Bargaining Agreement or relationship that is not the subject of either the ACSC lawsuit or AFT Complaint.

6. No Admission of Liability. This Settlement Agreement and all negotiations, discussions and proceedings leading up to the Settlement Agreement, as well as any action taken to carry out the terms of the Settlement Agreement, shall not constitute an admission of any liability or inference of any violation of any statute or law or of any fault, wrongdoing, or liability whatsoever on the part of any Party but is, instead, a compromise and settlement made in order to avoid the further expense, burden and inconvenience of protracted litigation. Except in any action or proceeding to enforce this Settlement Agreement, this Settlement Agreement shall not be offered or received as evidence in any action or proceeding against any Party in any court or agency proceeding, or construed or interpreted as an admission of liability or any wrongdoing by any Party, or as any waiver of any defense any Party may have in any action or proceeding.

7. Covenant Not to Sue. The Parties hereby covenant and agree not to in any manner whatsoever sue each other in any court or pursue complaints or charges in any administrative proceeding or bring any action, lawsuit or cause of action (whether by way of direct action, counterclaim, cross-claim or interpleader) in any forum based upon any matter directly or indirectly related to any claim released pursuant to this Settlement Agreement, provided, however, nothing herein shall be construed to preclude bringing suit to enforce this Settlement Agreement.

8. Authority. Each Party hereby represents, warrants and covenants: (a) that such Party has taken all action necessary to authorize execution of this Settlement Agreement; (b) that this Settlement Agreement and each of its terms are binding; (c) that such Party has the requisite power and authority to perform the acts stated herein; and (d) that the undersigned signatories for such Party have the full legal right, power and authority to bind that Party.

9. Construction. This Settlement Agreement and any ambiguities or uncertainties herein or therein, shall be equally and fairly interpreted and construed without reference to the identity of the Party preparing this Settlement Agreement on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Settlement Agreement or have had equal opportunity to do so, and that each has had an opportunity to consult with its respective attorneys concerning the meaning, import, and legal significance of this Settlement Agreement. Accordingly, no Party hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter thereof.

10. Choice of Law and Forum. This Settlement Agreement is governed by and shall be construed in accordance with the laws of the State of Indiana without regard to any choice of law principles. The Parties agree that any dispute resulting in a legal proceeding arising out of, relating to, or to enforce any term of this Settlement Agreement shall be brought only in a court located in Madison County, Indiana, which shall have exclusive jurisdiction over any such dispute.

11. Fees and Costs. The Parties shall each bear their own attorneys' fees and costs incurred in the preparation and execution of this Settlement Agreement and related to the matters stated in the Recitals.

12. Amendment. This Settlement Agreement may not be amended or terminated, and no right or obligation under this Settlement Agreement may be waived, except by written instrument signed by the Parties unless otherwise stated.

13. Severability. In the event that any one or more of the phrases, sentences, sections, or articles contained in this Settlement Agreement shall be declared invalid or unenforceable by order, decree or judgment of any court having competent jurisdiction, or shall be or become invalid or unenforceable by virtue of any applicable law, the remainder of this Settlement Agreement shall be construed as if such phrases, sentences, sections or articles had not been inserted except when such construction shall constitute a substantial deviation from the general intent and purposes of the Parties as reflected in this Settlement Agreement.

14. Headings. Section headings hereto are for convenience and for reference only, and shall in no way affect the interpretation of this Settlement Agreement.

15. Execution of Settlement Agreement. A Party may deliver executed signature pages to this Settlement Agreement by facsimile or other electronic transmission to the other Party, which facsimile or other electronic copy shall be deemed to be an original executed signature page. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

The foregoing sets forth the agreement among the Parties as evidenced by the signatures below:

ANDERSON FEDERATION OF TEACHERS, LOCAL 519, AFT ("AFT")

By: _____
Tom Forkner, President

Date: June 26, 2015

BOARD OF SCHOOL TRUSTEES, ANDERSON COMMUNITY SCHOOL CORPORATION ("ACSC")

By: _____
Terry Thompson, Superintendent

Date: June 26, 2015

APPROVED:

Barry A. Macey
Jeffrey A. Macey
Macey Swanson and Macey
445 North Pennsylvania Street, Suite 401
Indianapolis, IN 46204

Counsel for Anderson Federation of Teachers, Local 519, AFT

Charles R. Rubright
Jonathan L. Mayes
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204

Counsel for Board of School Trustees, Anderson Community School Corporation

Attachment A

ACSC and AFT agree to modify the Anderson PAR guidelines as follows:

a. The annual evaluation for all certified members of the local bargaining unit (AFT) working at Anderson Community School Corporation (ACSC) shall use the Peer Assistance and Review (PAR) process as hereby adapted for annual evaluations. All PAR processes and rights stated or unstated herein shall be followed and granted to the certified staff.

b. A Teacher Evaluation Committee consisting of four (4) AFT members and four (4) administrators shall be in place and meet quarterly or more often as determined by a majority of the committee. The purpose of the committee shall be to oversee the implementation and operation of the teacher evaluation process and shall have the right to make changes to the process as agreed to by the AFT and ACS.

c. The evaluation process will use the following criteria as the basis for a teacher's classification:

    a. 70% - Observation
    b. 15% - Student performance
    c. 15% - Building's state grade.

d. Determined on the above criteria a teacher's evaluation will be given a score on a scale from one (1) to four (4).The evaluation of the teacher will result in an overall classification of the teacher as Highly Effective, Effective, Needs Improvement, or Ineffective.

e. All observations of teachers shall use the PAR rubric. All observations of teachers shall be followed by feedback which includes providing the teacher with a completed ACS Teacher Observation Summary Report (copy attached) and a person to person conference. The summary report and conference shall be provided within four (4) school days of the observation at a mutually agreed upon time. The teacher shall have the right to request additional conference time for feedback.

f. All teachers will be observed a minimum of three (3) times. Two shall be a short observation of 15 minutes. A long observation of 45 minutes shall comprise the second observation. Training will be provided yearly for principals and consultants to ensure the consistency of observations throughout the school district.

g. The observations shall be performed by the principal. If the observation(s) yield(s) a "needs improvement" or "ineffective" rating for the observation component of the annual classification, the teacher's name shall be submitted to

the building representative committee for the school in which s/he is teaching, and the committee shall immediately arrange for assistance and/or intervention. At the completion of the assistance and/or intervention, the teacher's consultant shall report to the Board of Review (BOR). The BOR shall determine the teacher's rating and the principal's observations will be removed.

h. Implementation of this annual observation and evaluation program does not change the manner by which decisions are made concerning teacher terminations. The decision whether to terminate a teacher's contract shall remain the responsibility of the PAR Board of Review (BOR). All teachers referred to PAR assistance and/or intervention shall be entitled to all due process through PAR and through all appropriate statutes provided by the state of Indiana before having his/her contract terminated.

i. This Agreement set forth in Attachment A will expire on December 31, 2018.

Attachment B

ACSC and AFT agree upon the following guidelines to review, consider, and qualify for Priority and Focus School grants administered by IDOE:

a. ACSC and AFT representatives will meet and confer concerning the terms of each prospective grant in order to:

   1. Determine where the resources from the grant will be allocated.

   2. Whether the grant has any potential impact on existing terms and conditions of employment and/or provisions in the parties' collective bargaining agreement.

b. If the parties agree about the allocation of grant resources and that the grant will have no impact on existing terms and conditions of employment and/or any provisions of their CBA, the AFT will sign the grant application.

c. If the parties agree that the grant may have an impact on terms and conditions of employment and/or provisions(s) of their CBA and they are able to agree in writing to specific changes necessary to resolve any conflicts, the AFT will sign the grant application.

d. Agreement by the AFT will not be unreasonably withheld.

e. Agreement upon a grant submission will not constitute modification of the existing Collective Bargaining Agreement language.

f. Any teacher who is in a designated Priority or Focus School is prohibited from transferring buildings unless approved by the building administrator through the interview process. Additionally, within any Priority or Focus school, no teacher with a current evaluation ranking of "ineffective" or "needs improvement" may transfer or move to or from any teaching position without the written approval of the building principal.

g. This Agreement in Attachment B will expire on December 31, 2018.

ATTACHMENT C

2015 AMENDMENTS TO THE

2010-2018

CERTIFIED EMPLOYEE'S

MASTER CONTRACT

BETWEEN THE

ANDERSON FEDERATION

OF

TEACHERS

AND THE

ANDERSON SCHOOL BOARD

2015 AMENDMENTS TO THE 2010-2018 CERTIFIED EMPLOYEES' COLLECTIVE BARGAINING AGREEMENT

Article I

General Provisions

A. None of these amendments are in any manner effective prior to July 1, 2015 and, therefore, these amendments do not overlap the state biennium budget.

B. These amendments are effective the second day of the 2015-2016 teacher school year, that being July 31, 2015 and, therefore, will not be effective for the first teacher work day, July 30, 2015. That day will be governed by the unamended 2010-2018 Collective Bargaining Agreement. Once effective and after a teacher becomes qualified, any increase will be retroactive to the start of either the 2015-2016 or 2016-2017 school year, whichever is applicable.

Article II

Compensation

A. Starting Salary. The starting salary for teachers in their first year of employment with the School Corporation or reemployment, if not employed during the 2014-2015 school year, are set forth in the 2015-2016 Starting Salary Grid which is attached to these amendments as Appendix A.

B. 2015-2016 School Year.

1. Eligible teachers who are scheduled to earn less than the starting salary of Thirty-Seven Thousand Three Hundred Seventy-One Dollars ($37,371) will have their salary increased to Thirty-Seven Thousand Three Hundred Seventy-One Dollars ($37,371).

This increase will be based on qualifying for the statutory criteria of (1) leadership and (2) academic needs of the student. Leadership is defined for this subsection as a teacher not in his/her first year of employment with the school corporation and also not placed in the Anderson PAR program at the start of the 2015-2016 school year. Academic needs of the students is defined for this sub-section as the need to retain quality teachers who are not in an improvement plan (Anderson PAR) by compensating those teachers at the minimum starting salary of Thirty-Seven Thousand Three Hundred Seventy-One Dollars ($37,371).

2. The following adjustments will be made in the compensation of those eligible teachers pursuant to the two statutory criteria of (1) leadership and (2) academic needs of the students:

(a) Qualifying teachers who started the 2015-2016 school year at experience steps 2 through 18 will receive a One Thousand Two Hundred Fifty Dollars ($1,250) increase to his/her salary base;

(b) Qualifying teachers who had a bachelor degree and were on experience step 13 during the 2014-2015 school year will receive a Two Thousand Two Hundred Dollars ($2,200) increase to his/her salary base; and

(c) Qualifying teachers who were on either the (1) Bachelors + 30 hours or Masters, (2) Bachelor + 60 hours or Masters + 30, or Doctorate level and at the 19 experience step during the 2014-2015 school year will receive a Two Thousand Two Hundred Dollars ($2,200) increase to his/her salary base.

Leadership will be defined for this sub-section the same as the term was defined in Article II, Section B(1) above. Academic needs of the students will be also defined similar to the Article II, Section B(1) definition with the modification that it is necessary to retain teachers who are not on an improvement plan (Anderson PAR) and have not received a salary schedule increase for part of or all of the last four years.

3. For all teachers a Two Hundred Fifty Dollars ($250) one-time deposit will be contributed by the school corporation for all teachers into the teacher's account in the school corporation's 401(a) plan. This contribution will be paid on or before October 1, 2015 to all teachers employed on September 1, 2015.

C. **2016-2017 School Year**

1. Eligible teachers will receive an increase to his/her salary base as follows:

(a) **Evaluation Pursuant to the Statutory Evaluation Requirements.** A Nine Hundred Dollars ($900) increase in the teacher's salary base if the teacher had an evaluation ranking on the statutory compliant evaluation ranking of either "highly effective" or "effective" on the final evaluation for the 2015-2016 school year.

(b) **Experience.** If a teacher qualifies for the salary base increase based on evaluation, then the teacher is eligible to qualify for an additional raise based on experience. A One Hundred Dollar ($100) increase will be contributed by the school corporation to the

teacher's salary base if the teacher either worked or was paid 120 days for the 2015-2016 school year.

2. For all teachers a Three Hundred Seventy Dollars ($375) deposit will be contributed by the school corporation into the teacher's account in the school corporation's 401(a) plan. This deposit contribution will be made on or before October 1, 2016 for all teachers employed on September 1, 2016.

These 2015 Amendments to the 2010-2018 Collective Bargaining Agreement were ratified on the following dates:

1. By the Anderson Community School Corporation: June 9, 2015
2. By the Anderson Federation of Teachers: June 10, 2015

This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one agreement. The Parties agree that signatures transmitted by facsimile, pdf, email, or other electronic means are fully acceptable as much as original signatures for the execution of this Agreement.

Anderson Federation of Teachers

Tom Forkner
President

Anderson Community School Corporation

Terry Thompson
Superintendent

Charles R. Rubright
Spokesperson

APPENDIX A

2015-2016
Starting Salary Grid

Years of Experience	Bachelors	Bach +30 & Masters	Bach +60 & Masters +30	Doctorate
0	$37,371	$37,371	$37,371	$37,882
1	37,371	37,371	37,970	39,089
2	37,600	39,302	40,428	41,556
3	38,621	40,514	41,637	42,763
4	39,646	41,729	42,852	43,970
5	40,668	42,934	44,062	45,186
6	41,691	44,144	45,271	46,395
7	42,711	45,356	46,487	47,605
8	43,731	46,564	47,691	48,814
9	44,753	47,776	48,902	50,026
10	45,779	48,991	50,108	51,235
11	46,799	50,199	51,318	52,443
12	47,828	51,405	52,532	53,651
13	50,425	52,622	53,744	54,873
14	51,375	53,826	54,953	56,078
15		55,042	56,162	57,287
16		56,246	57,370	58,496
17		57,459	58,585	59,707
18		58,665	59,797	60,917
19		62,593	63,720	64,841
20		63,543	64,670	65,791

Years of Experience credit will be granted form any institution for which the Indiana Public Retirement System would recognize for creditable years of experience toward Indiana retirement.