Agreement between

Plainfield Community School Corporation Board of School Trustees

and

Plainfield Professional Educators Association

2023-24

í

TABLE OF CONTENTS

Reco	gnition	1
l.	Leave	
	A. Sick Leave	2
	B. Sick Leave Bank	2
	C. Personal Leave	5
	D. Jury Duty Leave	
	E. Maternity Leave	6
	F. Adoptive Leave	6
	G. Bereavement Leave	6
II.	Severance Benefit	7
III.	403(b) and 401(a) Plans	8
IV.	Group Insurance	9
V.	Salary Information	
	A. Compensation Model	10
	B. Extra Duty Pay Schedule	11
VI.	Retirement Benefits	17
VII.	Grievance Procedure	
VIII.	Miscellaneous Provisions	
IX.	Effect of Agreement	26
Χ.	Terms of Agreement	27

RECOGNITION

The Board of School Trustees recognized the Plainfield Professional Educators Association as the exclusive representative of certificated employees, as defined in Public Law #217-1973, of the Plainfield Community School Corporation in November 1973.

The definition of the bargaining unit is as follows: All certificated employees, as defined in Public Law #217-1973, in the School Corporation except the Superintendent, Assistant Superintendent, Administrative Assistant, Business Manager, Principals, Assistant Principals, Psychologists, Directors, and Substitute Teachers.

I. LEAVE

A. SICK LEAVE

- 1. Sick leave shall be credited annually to each teacher on the first day of his/her employment year as follows:
 - a. Ten (10) days for teachers in their first year of employment with the Corporation.
 - b. Seven (7) days for each year of employment thereafter.
 - c. Accumulation of unused sick leave shall be unlimited.
 - d. Teachers employed less than the number of student instructional days will receive a prorated amount of sick leave days.
- 2. Procedures for use of accumulated sick leave:
 - A teacher shall notify the appropriate official as early as possible if he/she is unable to report for duty.
 - b. A teacher may use sick leave days for the following:
 - (1) Personal illness
 - (2) Emergency doctor appointments
 - (3) Emergency dental appointments
 - (4) Paternity leave not to exceed seven (7) consecutive contract days beginning with the date of birth.
 - (5) Illness in the immediate family. Immediate family shall be defined as husband, wife, son, daughter, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, and any relative living in the teacher's home. If the use of sick leave for this category exceeds five (5) days, the teacher shall verify the nature of the illness to the building administrator upon request.
- 3. A maximum of two (2) full days of a teacher's cumulative sick leave days (deducted at a rate of ½ day per absence) may be used for sick or personal leave by any teacher who is teaching a credit or ILEARN summer school course.
- 4. The PPEA president or the chief negotiator will be given a total of seven (7) days per year to conduct association business. No more than four (4) days may be taken by any one individual.

B. SICK LEAVE BANK

Purpose

- a. To provide sick leave to contributors to the Sick Bank (hereinafter referred to as the Bank) after they have exhausted their accumulated leave - and more specifically to provide such leave from the Bank in cases of prolonged absence from work due to illness or accident.
- b. Teacher participation is voluntary. All contributions of sick leave days will be from the employees. No days will be contributed by the Board. The Central Office shall deliver to the Association President a list of employees enrolled in the sick leave bank for the school year by October 1 of each year.

Administration & Committee

a. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information necessary to the corporation's bookkeeping department. This committee shall be empowered to adopt the rules and regulations to make decisions required to administer the Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee shall be titled the "Voluntary Sick Bank Committee" (hereinafter referred to as the SBC). The SBC shall be composed of the following five persons:

- --The Superintendent of Schools of Plainfield Community School Corporation or his designee.
- --The President of the Plainfield Professional Educators Association or his designee.
- --Three Association members.

These members are to be appointed by the President of the Plainfield Professional Educators Association and shall provide representation from the elementary, middle, and senior high levels.

- b. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- c. One of the four Association SBC representatives will be selected to act as Chairperson of the SBC. The President of the Plainfield Professional Educators Association shall designate the chairperson before the first meeting of the SBC.
- d. The SBC shall be responsible for developing the forms needed to operate the Bank.
- e. All decisions of the SBC shall be made by a majority vote of the entire committee.

Effective Date

- a. The effective date of the Bank will be January 1, 1979, or when the certificated personnel for the Corporation have shown their willingness to participate in the Bank by contributing 100 days to the Bank.
- b. Initial enrollment in the Bank by the certificated personnel shall begin December 16, 1975 and end January 16, 1976.
- c. Enrollment shall be open only during the first four weeks following the first date of employment for any certificated personnel employed after January 1, 1976.
- d. Enrollment in the Bank shall be open during the first four weeks of any school year, and any certificated personnel who have been employed by the Plainfield Community School Corporation may take part by paying all bank assessments.
- e. Once membership in the Bank is established for any certificated personnel, said membership shall continue from year to year unless the participator makes request in writing that the membership be canceled.

Participators

- a. The Bank shall be established for all certificated personnel of Plainfield Community School Corporation who indicate their wish to participate by contributing the individually required number of days as indicated in Rule 5-a below.
- Members of the administration of Plainfield Community School Corporation shall be eligible to participate in the Bank and may indicate their wish to do so by contributing the individual required number of days as indicated in the Rule 5-a below.

Rules

The SBC shall administer the Bank according to the following provisions:

a. Any person wishing to participate in the Bank shall be required to donate one

- day of his accumulated sick leave to the Bank.
- b. Should the total number of days in the Bank fall below fifteen (15) before May 31 in any school year, each participator shall be required to donate one additional day of his accumulated sick leave to the Bank. Otherwise, participators shall not be required to donate days after their initial membership donation.
- c. All days once donated to the Bank become the property of the Bank and are no longer identified as to individual contributors.
- d. The Bank shall be used only by the individual contributor for his personal illness.
- e. Days from the Bank shall be used only for those days that the individual contributor is employed under a Regular Teaching Contract.
- f. Certificated personnel on leave of absence shall not be eligible to draw days during the leave.
- g. All requests for days from the Bank must be submitted in writing to the SBC. Such request may be submitted to the participant or by a member of his family on his behalf.
- h. Any person requesting days from the Bank must have made proper contribution and meet eligibility requirements.
- i. A person cannot withdraw days from the Bank until his own accumulated sick leave and personal business leave is depleted.
- j. Should an applicant for days from the Bank have less than ten accumulated sick days at the time that the illness begins, the SBC may require a waiting period without pay before days are granted.
- k. The SBC shall have the right to limit the number of days granted from the Bank.
- Days from the Bank shall be used only for extended illness. The SBC will generally consider an extended illness to be one that involves ten or more working days. Pregnancy shall not be considered as an illness.
- Days granted from the Bank shall be credited to the account of the applicant.
 Should all borrowed days not be used, the days shall be returned to the Bank.
- n. The entire SBC shall act upon any request for days from the Bank. The SBC shall review and recommend to the Corporation bookkeeping department approval or denial of all requests to draw on the Bank within ten working days after the committee receives such request. The SBC shall also make its decision known to the applicant in writing within this ten (10) day period.
- o. All decisions of the SBC are final and binding and not subject to the grievance procedure.
- p. Periodic reviews by the SBC of all use shall be made. No use shall extend more than thirty (30) working days without review by the SBC.

6. Participator's Agreement

- a. A participator in the Bank may be required to furnish a medical report from a licensed physician any time before or during the time of use of the Bank. The medical review will be at the expense of the member. The SBC will review each case as required and reserves the right, if necessary, to limit the number of days granted.
- b. A recipient of days from the Bank who stays in the employment of the Corporation shall be required to repay those days as follows:
 - --The Corporation's payroll department will deduct two (2) days from the employee's sick day balance each year at the time of accrual.
 - --The recipient may transfer any accumulated sick days to the Bank as payment of the loan.

- -- The recipient may use a combination of the two above.
- c. A recipient who retires, becomes totally disabled, or dies after borrowing days from the Bank and who still owes days is exempt from repayment.
- d. A recipient who leaves the corporation's employment may have the financial value of the remaining days due deducted from his final check(s) at his daily rate at the time of the loan. The number of days repaid in this manner will be credited to the Bank.
- e. Repayment shall begin with the school year immediately following withdrawal of days from the Bank.
- f. Each applicant for membership in the Bank shall, as a condition to such application, agree in writing substantially as follows:

 "I specifically acknowledge and agree that the granting of days from the Voluntary Sick Bank shall be at the sole discretion of the Sick Bank Committee and that all decisions of the Sick Bank Committee shall be final and binding. I further agree to abide by such decisions and to indemnify and hold harmless the Plainfield Professional Educators Association, the Plainfield Community School Corporation, the Sick Bank Committee, and all of their agents for any loss they may sustain from any claim or legal proceeding I may bring against any of them with respect to a decision made by any of them concerning this application."
- g. When an employee of the Plainfield Community School Corporation donates days to the Bank, he agrees to the above-stated rules for administration of the Bank and agrees to abide by those stated rules.

C. PERSONAL LEAVE

- 1. Teachers shall be granted four (4) days per year for personal business.
 - A request for personal leave days must be submitted in writing to the building Principal at least two (2) contract days before the anticipated use of the day(s).
 - b. In an extreme emergency, the two (2) day notice shall be waived.
 - Personal leave days shall not be used immediately before or after a vacation, break, or holiday except in an emergency. The Superintendent will determine the existence of an emergency.
 - d. Teachers employed less than the number of student instructional days will receive a prorated amount of personal leave days.
- 2. Teachers may sell any or all of his/her four (4) personal business days back to the School Corporation under the following conditions:
 - a. The reimbursement price per day will be \$90,00.
 - b. The reimbursement for the days sold to the Corporation will be paid at the next pay date following the notice of the desire to sell any or all of the four (4) days by the teacher provided the notice is submitted to the Corporation's business office by Monday of any pay week.
 - No days may be sold back to the Corporation before May 1 or after May 31 in any academic year.
- 3. Personal days not sold back to the Corporation or not used by the teacher shall be transferred at the end of the school year to the teacher's accumulated sick leave. This rate of transfer will be one (1) day of sick leave for each day of personal leave.

D. JURY DUTY LEAVE

A teacher serving on a court-appointed jury shall be paid his/her normal daily rate for each day of jury service provided the teacher returns to the School Corporation all pay received from the court for such jury duty except pay for mileage and/or meal expenses.

i

E. MATERNITY LEAVE

- A teacher who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. The following shall govern temporary disability caused by pregnancy:
 - a. A teacher who is pregnant shall be granted a leave any time between the commencement of her pregnancy and one (1) year following the birth of the child, if she notifies the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately on her request and the certification of the emergency from an attending physician
 - b. All or part of this leave taken by a teacher because of a temporary disability caused by pregnancy will be charged to her available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher can perform the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay.
 - c. A maternity leave may be taken without jeopardy to re-employment, retirement and salary benefits, tenure, and seniority rights.
- In addition to any accumulated sick leave that the teacher must take, the Board will
 pay its portion of the medical insurance premium for no more sixty (60) consecutive
 calendar days or in accordance with Family Medical Leave Act (FMLA) where
 applicable during the maternity leave.

F. ADOPTIVE LEAVE

- A written request for adoptive leave must be submitted to the Board at the time the
 adoption agency formally accepts the written application for adoption. The leave,
 however, will actually begin upon physical acquisition of the child. Upon physical
 acquisition of the child, a teacher may use up to ten (10) consecutive contract days
 of their accumulated sick leave.
- In addition to any accumulated sick leave that the teacher may take, the Board will pay its portion of the medical insurance premium for no more sixty (60) consecutive calendar days or in accordance with Family Medical Leave Act (FMLA) where applicable during the adoptive leave.

G. BEREAVEMENT LEAVE

1. In the event of a death in the teacher's immediate family, a teacher shall be entitled to be absent from work for no more than five (5) contract days beyond the date of such death with no loss in compensation.

- 2. Immediate family shall be defined to include the following: father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandparent-in-law, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a relative living in the teacher's home.
- 3. A two (2) day bereavement leave shall be granted with no loss in compensation for the death of a relative not listed in the preceding paragraph.

Effective Date: The following amendments made to the Agreement between the Plainfield Community School Corporation Board of School Trustees and the Plainfield Professional Educators Association, signed December 6, 2001, (the "Agreement") shall be effective with respect to any teacher retiring on or after August 1, 2002 (the "Effective Date"). Any teacher who has retired before the Effective Date will only be entitled to those benefits contained in the Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

II. SEVERANCE BENEFIT

An individual who is employed as a teacher by the Plainfield Community School Corporation at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

A. GROUP HEALTH INSURANCE

Ninety (90) days following severance, the teacher and his/her spouse, if any, shall have the option of remaining or enrolling in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:

- The teacher has attained fifty-five (55) years of age and is not eligible for Medicare;
- The teacher must have completed not less than fifteen (15) full years of creditable employment with a public employer on or before the employee's retirement date, with not less than the teacher's last ten (10) full years of service consecutively completed as a certified employee of the Plainfield Community School Corporation;
- While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with monthly payments to be made on or before the first day of each month for which group health insurance coverage is to continue; and
- 4. When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (A similar termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

B. SEVERANCE PAY

Plainfield Community School Corporation will provide a one-time retirement incentive to the retiring teacher in the amount of \$2,000 on the final pay in December preceding their retirement if the retiring teacher has satisfied all the following requirements:

- 1. The teacher has attained fifty-five (55) years of age or the retiring teacher's age in years plus the retiring teacher's years of service as a professional educator must total at least eighty-five (85);
- The teacher must have completed not less than ten (10) consecutive years of service as a certified employee of the Plainfield Community School Corporation immediately preceding retirement;
- 3. The teacher submits their resignation letter by December 1 of the school year they plan to retire; and
- 4. The retiring teacher must complete the entire year of the teacher's last contract unless the teacher is unable to complete the last teaching year due to illness or disability, as substantiated by the statement of a licensed physician.

Teachers on less than a one hundred percent (100%) base salary contract shall receive a proportionate amount of the severance pay.

C. TERM LIFE INSURANCE

If an individual was employed as a teacher by the School Corporation for at least fifteen (15) consecutive years at the time of retirement and the retired teacher otherwise qualifies under the eligible class for retirement as defined by the School Corporation's term life insurance carrier, the retired teacher may continue to participate in the School Corporation's term life insurance coverage program. To continue this coverage, the retired teacher must pay the entire insurance premium applicable to the term life insurance coverage at such times as reasonably determined by the School Corporation.

III. 403(b) and 401(a) PLANS

A. SALARY REDUCTION ELECTIONS

Each teacher may elect to make tax deferred contributions, i.e., salary reduction contributions, to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code.

B. MATCHING ANNUITY PLAN

The Board and the Association agree to the continuation of a voluntary 401(a) matching annuity plan. The Board shall match the salary reduction contributions made by a teacher on a dollar for dollar basis in amount up to five percent (5.00%) of the employee's base pay for the 2023-24 school year, but the Board shall otherwise make monthly matching contributions throughout the year based upon each employee's salary reduction contributions made in the immediately preceding month. The Board and the Association's legal counsel shall agree upon plan documents that meet all current legal

requirements, as amended from time to time.

C. VENDORS

The Board and the Association will agree on a single investment vendor for the voluntary 401(a) matching annuity plan, and changes will require approval of both bargaining teams. The School Corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to 403(b) Plan.

IV. GROUP INSURANCE

A. Effective January 1, 1996 the Board will offer only medical plans under the Central Indiana Employees' Insurance Trust to bargaining unit employees. Teachers enrolled in other medical plans prior to January 1, 1996 may continue with that plan.

2024 Plan Year Employer Contribution –

	<u>Single</u>	<u>Family</u>
PPO III	\$7,224	\$ 17,445
HDHP IV	\$7,429	\$ 17,973
HDHP V	\$7,759	\$ 17,897

B. Dental insurance will be available as a supplement to the current medical insurance. The Board's contribution to the program shall be as follows:

2024 Plan Year Employer Contribution -

<u>Single</u>	Family
\$ 308	\$ 775

- C. Vision insurance will be available for eligible employees. The cost of the annual premium shall be the responsibility of the employee.
- D. A teacher on less than one hundred percent (100%) base salary contract (part-time) shall have the Board's portion of the premium payment toward the health and dental insurance benefits prorated.
- E. When both husband and wife of a family unit are employed as certificated personnel by the Board, only one application of this amount will be allowed toward the cost of the insurance premium.
- F. The Board shall provide each teacher with fifty thousand dollars (\$50,000) of Term Life Insurance. Said policy shall include A.D. & D. The cost to each teacher shall be ninety-six cents (\$0.96) per year.
- G. The Board shall provide each teacher with a Long-Term Disability Insurance Program that provides a minimum benefit of sixty-six and two-third percent (66-2/3%) salary. The cost to each teacher shall be ninety-six cents (\$.96) per year.
- H. Except as otherwise required by law, any teacher on leave of absence from the Plainfield Community School Corporation may continue membership in any insurance program provided by the Corporation during the leave period; however, the entire cost of the monthly premium shall be paid by the employee from the time the leave begins until one

- (1) month after the leave terminates and the employee returns to work.
- I. See Section II Severance Benefit and Section VI Retirement Benefits of this agreement.

V. <u>SALARY INFORMATION</u>

A. COMPENSATION MODEL

- Section 1: The base salary for a beginning teacher is \$53,700. The range of base salaries for full contracts is \$50,600 to \$106,850.
- Section 2: The annual salary for teachers new to Plainfield Community Schools, but having prior teaching experience shall be determined by the Superintendent within the range of \$53,700 to \$110,050. Teachers new to the district on January 1, 2024 or after will be given credit for up to eight (8) years of Indiana public school experience as a certified teacher at the time of their hire and as recorded by the Indiana Public Retirement System, Teacher Retirement Fund. Additional years of experience may be granted as determined by the Superintendent.

Section 3: Compensation Model

Increases in teacher compensation shall be based upon performance as a teacher with Plainfield Community School Corporation the previous school year. Teachers rated ineffective or improvement necessary are not eligible for any salary increase and remain at their prior year base salary. Each teacher will be eligible to earn points for specific performance in the following two defined categories:

- Evaluation (maximum of three points)
 - Teachers evaluated as effective or highly effective will receive three points
- 2. Years of Experience (maximum of one point)
 - One year's experience is defined as a minimum of 120 days in "pay status" per TRF

A total of four (4) points must be earned for a teacher to be eligible for performance compensation. Teachers earning (4) points will receive a \$ 3,200 increase over their 2022-23 base salary. Salary increases will be distributed over the remaining pays of the 2023-24 contract pay dates.

Earned performance compensation will be added to the prior year's base salary to determine the base salary for the subsequent school year (i.e. compensation based on points earned in 2022-23 will be added to the 2022-23 base salary to determine the 2023-24 base salary). Performance compensation shall be cumulative.

Teachers paid from funds other than the Education Fund will receive the same amount of performance compensation as someone paid from the Education Fund earning the same amount of points. Any teacher on a partial contract, who is eligible for performance compensation, will receive a pro rata share of performance compensation relative to the percentage of their contract to a full contract.

Section 4: For 2023-24, \$ 903,575 will be allocated to the Compensation Model. The money allocated for teachers rated as Needs Improvement or Ineffective will be redistributed to teachers rated Effective or Highly Effective as an increase to their base salary.

The Corporation will contribute three (3) percent of the teacher's salary to the Teacher's Retirement Fund.

B. EXTRA DUTY PAY SCHEDULE ECA Base Salary - \$50,137

The number of positions and number of pays stated have not been bargained by the parties and are included for informational purposes only. In the event the extra-curricular assignment is cancelled prior to the beginning of the season or assignment, the sponsor shall receive fifty percent (50%) of the stipend listed in this agreement. If the extra-curricular assignment is cancelled after the beginning of the season or assignment, the sponsor shall receive the entire stipend listed in this agreement.

		No. of Pays	<u>Positions</u>	<u>Index</u>	<u>Stipend</u>
General H.S. Aggistant Athletic Director		•	4		
H.S. Assistant Athletic Director		2	1	0.2800	14,038
M.S. Assistant Athletic Director		2	1	0.1487	7,455
H.S. Weight Trainer/ Coach					
Fall	Î	26	1	0.0910	4,562
Winter		26	1	0.0910	4,562
Spring		26	1	0.0910	4,562
Summer		26	1	0.0910	4,562
M.S. Weight Trainer/ Coach					
Fall		2	1	0.0259	1,299
Winter		2	1	0.0259	1,299
Spring		2	1	0.0259	1,299
1. BOYS ATHLETICS					
<u>Baseball</u>					
Varsity Head Coach		2	1	0.1400	7,019
Asst. Varsity Coach		2	3	0.0533	2,672
9th Grade Coach	1	2	1	0.0650	3,259
8th Grade Coach		2	1	0.0580	2,908
8th Grade Asst. Coach		2	1	0.0480	2,407
7th Grade Coach		2	1	0.0580	2,908
7th Grade Asst. Coach		2	1	0.0480	2,407
Basketball					
Varsity Head Coach		26	1	0.2370	11,882
Asst. Coach		2	3	0.1216	6,097
8th Grade Coach		2	1	0.0880	4,412
8th Grade Asst. Coach		2	1	0.0580	2,908
7th Grade Coach		2	1	0.0880	
7th Grade Asst. Coach		2	1	0.0580	4,412
5.54371054 504011	1	4	1	0.0560	2,908

	No. of Pays	<u>Positions</u>	<u>Index</u>	<u>Stipend</u>
Cross Country				
H.S. Coach	2	1	0.1085	5,440
<u>Football</u>				
Varsity Head Coach	26	1	0.2370	11,882
Asst. Head Coach	2	1	0.1115	5,590
Asst. Coach	2	6	0.0991	4,969
9th Grade Coach	2	1	0.0991	4,969
9th Grade Asst. Coach	2	1	0.0865	4,337
8th Grade Coach	2	1	0.0880	4,412
8th Grade Asst. Coach	2	1	0.0580	2,908
7th Grade Coach	2	1	0.0880	4,412
7th Grade Asst. Coach	2	1	0.0580	2,908
7th / 8th Asst. Coach	2	2	0.0580	2,908
			0.000	2,000
Golf				
Varsity Head Coach	2	1	0.0960	4,813
Varsity Asst. Coach	2	1	0.0580	2,908
M.S. Coach	2	1	0.0580	2,908
		·	VIV.000	2,000
Soccer				
Varsity Coach	2	1	0.1400	7,019
Reserve Coach	2	2	0.0800	4,011
7th / 8th Coach	2	1	0.0580	2,908
7th / 8th Asst. Coach	2	1	0.0480	2,407
				,
<u>Tennis</u>				
Varsity Head Coach	2	1	0.0960	4,813
Varsity Asst. Coach	2	1	0.0770	3,861
M.S. Coach	2	1	0.0580	2,908
M.S. Asst. Coach	2	1	0.0465	2,331
				·
Track				
M.S. Coach	2	1	0.0580	2,908
M.S. Asst. Coach	2	2	0.0480	2,407
į				
<u>Volleyball</u>				\$
Varsity Head Coach	2	1	0.1400	7,019
Asst. Coach	2	2	0.0800	4,011
Freshman Coach	2	1	0.0800	4,011

Wrestling	No. of Pays	<u>Positions</u>	<u>Index</u>	Stipend
Varsity Coach	2	4	0.4400	7.040
Varsity Asst Coach	2	1 3	0.1400	7,019
M.S. Coach	2	1	0.0713 0.0770	3,575 3,964
M.S. Asst. Coach	2	1	0.0770	3,861 2,908
1	4	1	0.0300	2,800
2. GIRLS ATHLETICS				٠
<u>Basketball</u>				
Varsity Head Coach	26	1	0.2370	11,882
Asst. Coach	2	3	0.1216	6,097
8th Grade Coach	2	1	0.0880	4,412
8th Grade Asst. Coach	2	1	0.0580	2,908
7th Grade Coach	2	1	0.0880	4,412
7th Grade Asst. Coach	2	1	0.0580	2,908
Cross Country				
H.S. Coach	2	1	0.1085	5,440
1				
Golf				4
Varsity Girls Coach	2	1	0.0960	4,813
Varsity Asst. Coach	2	1	0.0580	2,908
M.S. Coach	2	1	0.0580	2,908
Soccer				
Varsity Head Coach	2	1	0.1400	7,019
Reserve Coach	2	1	0.0800	4,011
7th / 8th Coach	2	1	0.0580	2,908
7th / 8th Asst. Coach	2	1	0.0480	2,407
Cathall				
Softball	0	4	0.4400	
Varsity Head Coach	2	1	0.1400	7,019
Asst. Coach 8th Grade Coach	2	3	0.0533	2,672
	2	1	0.0580	2,908
8th Grade Asst. Coach	2	1	0.0480	2,407
7th Grade Coach	2	1	0.0580	2,908
7th Grade Asst. Coach	2	1	0.0480	2,407
<u>Tennis</u>				
Varsity Head Coach	2	4	0.0000	4 0 4 0
Asst. Coach	2	1	0.0960	4,813
ASSU OUGUI	2	1	0.0770	3,861

Tennis (cont.)	No. of Pays	<u>Positions</u>	<u>Index</u>	<u>Stipend</u>
M.S. Coach	2	1	0.0580	2,908
M.S. Asst. Coach	2	1	0.0365	2,331
	_	•	0,0400	2,001
<u>Track</u>				
M.S. Coach	2	1	0.0580	2,908
M.S. Asst. Coach	2	2	0.0480	2,407
	-			
<u>Volleyball</u>				
Varsity Head Coach	2	1	0.1400	7,019
Asst. Coach	2	2	0.0800	4,011
Freshman Coach	2	1	0.0800	4,011
8th Grade Coach	2	1	0.0580	2,908
7th Grade Coach	2	. 1	0.0580	2,908
3. COMBINED BOYS/GIRLS				4.
Cheerleading				
H.S. Head Coach	2	2	0.0770	2 064
H.S. Asst. Coach	2	2	0.0770	3,861
8th Grade Sponsor	2	2	0.0390	1,755 1,454
7th Grade Sponsor	2	2	0.0290	1,454 1,454
Tai Ciddo Oponioo	2	2	0.0290	1,454
Cross Country				
H.S. Asst. Coach	2	1	0.0770	3,861
M.S. Coach	2	1	0.0580	2,908
M.S. Asst. Coach	2	2	0.0480	2,407
1				
<u>Dance</u>				*
H.S. Dance Coach	2	1	0.0390	1,955
M.S. Dance Coach	2	1	0.0580	2,908
□ Sports				
E-Sports H.S. E-Sports Coach	2	4	0.0000	4.450
M.S. E-Sports Coach	2	1	0.0230	1,153
W.O. E-opoits Coacii	2	1	0.0230	1,153
Swimming				
H.S. Varsity Swim Coach	2	1	0.1920	9,626
H.S. Asst. Varsity Swim Coach	2	2	0.0880	4,412
H.S. Diving Coach	2	1	0.0515	2,582
M.S. Head Swim Coach	2	1	0.0753	3,775
				9

	No. of Pays	<u>Positions</u>	<u>Index</u>	<u>Stipend</u>
Swimming (cont.)				,
M.S. Asst. Head Swim Coach	2	1	0.0480	2,407
M.S. Asst. Swim Coach	2	3	0.0456	2,286
Track				
Track	0	٠		
H.S. Varsity Coach	2	1 -	0.1920	9,626
H.S. Varsity Asst. Coach H.S. Unified Track Coach	2	7	0.0622	3,119
	2	1	0.0230	1,153
H.S. Unified Asst. Track Coach	2	1	0.0140	702
5th Grade Track	2	5	0.0066	331
4. COORDINATION				3
Department Chairperson/Team Leaders				
English Dept. Chair	2	1	0.0580	2,908
Math Dept. Chair	2	1	0.0580	2,908
Science Dept. Chair	2	1	0.0580	2,908
Social Studies Dept. Chair	2	1	0.0580	2,908
Business Dept. Chair (1/2)	2	1	0.0290	1,454
Fine Arts Dept. Chair (1/2)	2	1	0.0290	1,454
M.S. Guidance Dept. Chair (1/2)	2	1	0.0290	1,454
Language Dept. Chair (1/2)	2	1	0.0290	1,454
Physical Educ. Dept. Chair (1/2)	2	1	0.0290	1,454
Special Education Dept.Chair (1/2)	2	1	0.0290	1,454
M.S. Team Leaders	2	9	0.0580	2,908
Ell Cognitivateur				
ELL Coordinators Elementary ELL Coordinators	0	-	0.0440	0.074
·	2	5	0.0449	2,251
Secondary ELL Coordinators	2	4	0.0449	2,251
Robotics				
H.S. Robotics	2	1	0.1400	7,019
Asst. H.S. Robotics	2	1	0.0800	4,011
M.S. Robotics	2	3	0.0230	1,153
M.S. Cyber Patriots	2	1	0.0230	1,153
Elem. Robotics Coordinator i	2	1	0.0117	587
Elem. Robotics	2	10	0.0117	587

	No. of Pays	<u>Positions</u>	<u>Index</u>	<u>Stipend</u>
5. SPONSORS				
<u>Academic</u>				
H.S. Academic Coach Coordinator	2	1	0.0390	1,955
H.S. Area Coach	2	7	0.0230	1,153
H.S. Honor Society	2	1	0.0230	1,153
M.S. Academic Coach Coordinator	2	1	0.0230	1,153
M.S. Area Coach	2	6	0.0230	1,153
M.S. Honor Society	2	1	0.0230	1,153
Elem. Academic Bowl	2	5	0.0117	587
Class				
Senior Class	2	1	0.0359	1,800
Junior Class	2	1	0.0359	1,800
Sophomore Class	2	1	0.0359	1,800
Freshman Class	2	1	0.0359	1,800
Student Council				
H.S. Student Council	2	1	0.0480	2,407
M.S. Student Council	2	1	0.0290	1,454
H.S. Ambassador Club	2	1	0.0200	1,003
H.S. Bookstore	2	1	0.0290	1,454
H.S. DECA	2	1	0.0290	1,454
H.S. HOSA	2	1	0.0290	1,454
H.S. Prom	2	2	0.0102	511
6. MUSIC				
Marching Band Director	26	1	0.2370	11,882
H.S. Fall Marching Band Asst.	2	1	0.0893	4,477
H.S. Fall Color Guard Director	2	1	0.0595	2,983
H.S. Fall Percussion Director	2	1	0.0714	3,580
H.S. Winter Percussion Director	2	1	0.0821	4,116
H.S. Winter Color Guard Director	2	1	0.0667	3,344
Pep Band	2	1	0.0390	1,955
H.S. Jazz Band	2	1	0.0390	1,955
H.S. Choral Director	26	1	0.2370	11,882
Asst. H.S. Choral Director	2	2	0.0893	4,477
H.S. Vocal Contest	2	1	0.0200	1,003
H.S. Chamber Orchestra	2	1	0.0390	1,955
M.S. After School Orchestra	2	1	0.0195	978

		No. of Pays	<u>Positions</u>	<u>Index</u>	<u>Stipend</u>
Music (cont.)					
M.S. Jazz Band	į	2	1	0.0195	978
M.S. Solo & Ensemble-Band		2	1	0.0200	1,003
M.S. Solo & Ensemble-Choir		2	1	0.0200	1,003
M.S. Solo & Ensemble-Orchestra		2	1	0.0200	1,003
M.S. Singers Director		2	1	0.0390	1,955
Elementary Music		2	5	0.0140	702
7. AUDITORIUM					
Director of Drama - Fall		2	1	0.0635	3,184
Director of Drama - Spring		2	1	0.0635	3,184
Asst. Director of Drama		2	1	0.0880	4,412
Producer		2	1	0.0880	4,412
Musical Director		2	1	0.0670	3,359
Auditorium Director	İ	2	1	0.1070	5,365
Asst. Auditorium Director		2	1	0.0350	1,755
Debate Coach		2	1	0.0290	1,454
8. PUBLICATIONS					
H.S. Yearbook		2	1	0.0670	3,359
Asst. H.S. Yearbook		2	1	0.0390	1,955
M.S. Yearbook		2	2	0.0290	1,454
H.S. Newspaper		2	1	0.0480	2,407
9. MAINTENANCE/SERVICES					
H.S. Aquatic Director		2	1	0.1832	9,185
10. ADMINISTRATIVE	١				
Elementary Teacher / Admin. Asst.		2	6	0.0960	4,813

VI. <u>RETIREMENT BENEFITS</u> (Eligible Employees Hired Prior to 6/30/2003)

A. ELIMINATION OF PRIOR AGREEMENT'S RETIREMENT BRIDGE AND SEVERANCE BENEFIT

The Board and Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and Association confirm that Article IX, entitled "Retirement Bridge" in the Agreement immediately before the Effective Date (the "Prior Agreement"), and the Severance Benefit described in Article VII of the Prior Agreement are terminated and shall not apply to any teacher retiring or severing employment with the School Corporation on or after the Effective Date. Those teachers who retired or severed employment before the Effective

Date shall only be entitled to the retirement benefits contained in the Prior Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time. However, the Association's obligation to indemnify and hold the Board, its employees and agents harmless as described in Section G of Article IX of the Prior Agreement shall not be terminated and such obligation shall continue.

B. ENTITLEMENT TO RETIREMENT BENEFITS, VESTING REQUIREMENTS

Except as otherwise specifically provided herein, upon retirement from the Plainfield Community School Corporation, a teacher shall be fully vested in the retirement benefits described in this Article V if the retiring teacher has satisfied all the following requirements:

- 1. In the fiscal year (July 1 through June 30) of the teacher's retirement, the retiring teacher must satisfy either of the following:
 - a. The retiring teacher's age in years plus the retiring teacher's years of service as a professional educator must total at least eighty-five (85), or
 - b. If the teacher is at least age 60 in the year of retirement, the retiring teacher's age in years plus the retiring teacher's years of service as a professional educator must total at least seventy-five (75).
- 2. Immediately prior to retirement, the teacher must have completed not less than fifteen (15) full years of service as a professional educator with the Plainfield Community School Corporation, with not less than the teacher's last ten (10) full years of service consecutively completed as a professional educator with the Plainfield Community School Corporation.
- 3. The retiring teacher must submit a written unconditional and irrevocable letter of resignation to both the Board and the Superintendent no later than March 1 of the year when retirement is to begin. However, in the event a teacher is unable to give the required notice because of an accident, ill health, or for another unforeseen reason, the teacher may petition the Board for the remainder of his/her entitlement under this agreement. A teacher who had been RIF'd by Plainfield Community School Corporation and is unable to complete the years of service described in Section V-B2 shall be allowed to aggregate their years of teaching services in PCSC along with the number of years of RIF to determine years of service in Section V-B2.
- 4. The retiring teacher must complete the entire year of the teacher's last contract unless the teacher is unable to complete the last teaching year due to illness or disability, as substantiated by the statement of a licensed physician.

C. ACTUARIAL DETERMINATION OF VALUE OF CURRENT RETIREMENT BRIDGE AND SEVERANCE BENEFITS

Educational Services Company, Inc. ("ESC") has been selected to determine the present value of the unfunded Severance Benefits and Retirement Bridge benefits described in the Prior Agreement. In making this present value determination, ESC shall use the following assumptions:

- Mortality. For discounted values, no mortality factor shall be considered.
- Interest Rate. The assumed interest rate for purposes of determining the present value is 4.5% for the first three years of the calculations and then 7.0% for each

- subsequent year thereafter. However, for post-retirement cash flow purposes, a 0% interest rate shall be used.
- 3. Retirement Age. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age 58 or at the end of the current year, if the individual is already 58 or older. (However, if an employee continues employment after the attainment of age 58 or older, this does not preclude the employee from sharing in any future forfeitures.)
- 4. Health Insurance. The annual post-retirement single or family health insurance premiums will be \$4,500. Irrespective of the anticipated date of retirement, no further increase in this annual cost is to be assumed. Furthermore, payments will be deemed to terminate when the individual would otherwise be eligible for Medicare.
- 5. Retirement Pay. The anticipated amount of the Retirement Bridge shall be determined using the amount of annual benefit described in Subsection B of Article IX of the Prior Agreement. However, it is assumed that individuals do not retire until the later of: (i) the attainment of age 58 or (ii) satisfaction of the eligibility requirements of Subsection B of this new Article V. Therefore, if an individual will not meet these requirements before July 1, 2013 or later, the calculated amount of the individual's Retirement Bridge shall be zero (0).
- 6. Severance Pay. Only unused accumulated sick leave days shall be considered, as no payments will be made for years of service. Using the method of calculation described in Subsection F of the Prior Agreement, the severance benefit for each employee will be determined, but subject to the following adjustments:
 - For purposes of the calculations, there shall be no additional accumulation of sick leave days after June 30, 2003. (For other purposes of the Agreement, as amended, there may be additional accumulations of unused sick leave days.)
 - b. The employee's base daily rate will be increased by assumed years of service, but no salary inflation rate will be used.
- 7. FICA. The present value of the future Severance Benefits and Retirement Bridge will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the Severance Benefits and Retirement Bridge had been paid directly to the employee.
- 8. Term Life Insurance. In determining the present value of the future term life insurance benefit under the Prior Agreement, the annual premium shall be assumed to be and remain \$104 per year, and such coverage shall end when the retired teacher is age sixty-five (65).
- Exclusion of Employees. For employees hired after June 30, 2003, they shall not be entitled to any payment for the eliminated Retirement Bridge or Severance Benefits. In other words, no contribution shall be made for individuals hired or rehired on or after June 30, 2003.
- 10. Rehired Employees. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or recredited if an individual is subsequently rehired or re-employed by the School Corporation. However, if the Board shall have approved a leave of absence of not more than one (1) fiscal year for an employee, such period of leave shall not result

in forfeiture provided the employee shall promptly return to employment following the expiration of the period of leave.

- 11. Calculation Date. The present value of the Severance Benefits and Retirement Bridge under the Prior Agreement shall be calculated, effective as of June 30, 2003.
- 12. Verification of Information. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of June 30, 2003: base salary, age, years of service, and accumulated sick leave. ESC shall assist in the preparation of this verification sheet for each teacher; however, the Association will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board on or before September 1, 2003 as final calculations will be prepared and the contributions hereinafter described will be commenced after such date. (Corrections not returned to the Board by a teacher or the Association until after September 1, 2003 shall be disregarded.)
- 13. Termination Assumption. The assumed termination rate for purposes of determining the present value is three percent (3%).

Using the above assumptions and the other assumptions contained on the attached Data Input form, ESC shall prepare the present value calculations for each teacher and the contributions described hereinafter will be made. (In the joint determination of the Board and the Association, the calculated contribution totals for each teacher may be incorporated as part of this amendment or maintained as a separate document.)

D. CONTRIBUTIONS

 VEBA. The School Corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code that amount representing the present value of the group health insurance benefits and term life insurance as calculated for all employees under Subsection C.

A committee of the Board and the Association shall select the organization administering the VEBA and the single investment vendor for the VEBA. The School Corporation shall determine the terms and conditions for the administration and operations of the VEBA, except that the following shall apply:

- a. Separate Accounts. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the VEBA.
- b. Vesting. Until such time that an employee has retired and satisfied the eligibility requirements set forth in Subsection B of this Article V, the employee shall have no access to the assets held in his or her separate VEBA accounts.
- c. Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Subsection B of this Article V, for any reason, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts in the same manner as was used by ESC in originally determining the present value of the unfunded benefits.

Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

- --Employees who have forfeited their VEBA accounts in the same year;
- --Employees who previously forfeited their VEBA accounts; and
- --Employees who have attained age 58 and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained age 58, but not terminated employment may share in the reallocated forfeiture, but on a reduced basis and otherwise determined in the same manner as was used by ESC in originally determining the present value of the unfunded benefits.

- d. Distributions. Following retirement and the satisfaction of the requirements set forth in Subsection B of this Article V, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and non-reimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of the employee who had otherwise satisfied the requirements of Subsection B of this Article V, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. Any amounts not distributed to or for the benefit of the employee, spouse and/or dependents will be forfeited and reallocated among the remaining separate VEBA accounts in such manner as determined by the School Corporation. (At no time may the VEBA make loans to an employee, his/her spouse, or dependents.)
- e. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. However, to the extent allowed by applicable law, the School Corporation shall be reimbursed by the VEBA for its reasonable expenses incurred in the administration of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets in a reasonable manner as determined by the School Corporation.
- 2. 401(a) Plan. The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan"). The total sum of the amount calculated by ESC as the present value for the Retirement Pay and Severance Benefits, exclusive of amounts contributed to the VEBA, shall then be contributed by the School Corporation to the 401(a) Plan. A committee of the Board and the Association shall select the single investment vendor for the 401(a) Plan. The 401(a) Plan's terms and conditions for the administration of the VEBA will be determined by the School Corporation, except that the following shall apply:
 - a. Separate Accounts. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the 401(a) Plan.
 - b. Vesting. Until such time that an employee has retired and satisfied the eligibility requirements set forth in Subsection B of this Article V, the employee shall have no access to the assets held in his or her separate 401(a) Plan account.
 - c. Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Subsection B of this Article V, for any

reason, the terminated employee's 401(a) Plan account shall be forfeited. The forfeited amounts shall not be returned to the School Corporation. Instead, forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) Plan accounts in the same manner as was used by ESC in originally determining the present value of the unfunded benefits. Therefore, the 401(a) Plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) Plan account:

- --Employees who have forfeited their 401(a) Plan accounts in the same year;
- --Employees who previously forfeited their 401(a) Plan accounts; and
- --Employees who have attained age 58 and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, 401(a) Plan accounts of employees who have attained age 58, but not terminated employment may share in the reallocated forfeiture, but on a reduced basis and otherwise determined in the same manner as was used by ESC in originally determining the present value of the unfunded benefits.

- d. Distributions. Following retirement and the satisfaction of the requirements set forth in Subsection B of this Article V, a retired employee may elect to commence distributions from his 401(a) Plan account. If an employee shall die after having satisfied the requirements of Subsection B of this Article V, the deceased employee's 401(a) Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. (At no time may a participant borrow from his 401(a) Plan account.)
- e. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. However, to the extent allowed by applicable law, the School Corporation shall be reimbursed for its reasonable expenses incurred in the administration of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the 401(a) Plan assets in a reasonable manner as determined by the School Corporation.
- f. Additional Plans. The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.

E. FUTURE ADJUSTMENTS

The parties agree that this Section V, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the expiration or revision of this Section V shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section V.

F. INDEMNIFICATION

The Association shall indemnify and hold the Board, its employees and agents harmless against any claim, demand, judgment, or other form of liability under state and federal law arising from the Board's compliance or attempted compliance with this Section V of this

Agreement and the other amendments contained herein.

Ì

VII. GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. The Plainfield Community School Board is hereinafter referred to as the "Board."
- 2. The Plainfield Professional Educators Association is hereinafter referred to as the "Association."
- 3. A grievance is a claim by a member(s) of the bargaining unit or the Association of an alleged violation, misinterpretation, or misapplication of the terms of this Agreement and may be resolved through the procedure set forth herein.

An alleged violation or misapplication of a written Board policy or building rules and regulations may be resolved by use of the procedure set forth herein through Level Four (4).

- 4. A "grievant" is a teacher, a group of teachers, or the Association having a grievance.
- 5. A "day" shall mean a calendar day. If the final day of action falls on a Sunday or holiday the next following day will be the deadline.

B. PURPOSE

The purpose is to maintain good morale as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation.

Teachers should be aware that proper channels are open for them to find equitable solutions to just grievances at the lowest possible administrative level.

C. PROCEDURE

- 1. All documents, communications, and records dealing with grievances shall be filed separately from personnel files.
- 2. Hearings conducted under this procedure shall be conducted during non-school hours at a mutually agreed upon date and time.
- 3. If the grievance arises from the action of an authority higher than the Principal the grievant may file the grievance initially at Level Three (3) of this procedure.
- 4. Time limits in this procedure may be extended only by mutual written agreement of the Board and Association.
- 5. If the grievance is not presented to the building Principal at Level One (1) within ten (10) days after the alleged incident occurred, the grievance shall be considered waived. If the grievance is filed initially at Level Three (3), it must also be filed within ten (10) days or be considered waived.
- 6. A grievance may be withdrawn anytime by a written statement from the grievant to

23

the Association, the building Principal, and the superintendent.

- 7. No reprisals shall be taken against a grievant or his/her representative because of his/her filing a grievance.
- 8. A grievant may have a representative of the local association and/or a representative of the state association present at any step of the procedure.
- 9. If a group of teachers is involved in the same grievance, a spokesperson shall be selected from the group.
- 10. Grievance forms currently in use are to be reviewed and revised if necessary.
- 11. If there is a failure to communicate the decision on a grievance within the specified time limits at any level, the grievant shall be awarded the remedy claimed.

D. LEVELS OF GRIEVANCE

1. Level One

- a. Within ten (10) days of the time a grievance arises, the grievant will present the grievance to his/her principal during the non-teaching hours.
- b. Within two (2) school days after hearing the grievance, the principal shall submit his/her oral response to the grievant.

2. Level Two

- a. Within five (5) days after the oral response is made by the Principal, if the grievance is not resolved the grievant shall submit a signed, written grievance form to the Principal.
- b. Within five (5) days after receiving the grievance, the principal shall submit his/her response in writing to the grievant and the Association President.

Level Three

- a. If the grievance is not settled at Level Two (2), it may be appealed to the superintendent. Such appeal must be filed with the superintendent within five (5) days of receiving the Level Two (2) response. A meeting with the Superintendent shall be held within five (5) days following the receipt of such notice and the Superintendent shall promptly notify the grievant and the Association President of the date, the time, and the place where such appeal shall be heard.
- b. The Superintendent's written decision shall be transmitted to the grievant and the Association President within five (5) days after the hearing.

4. Level Four

- a. If the grievance is not settled at Level Three (3), it may be appealed to the Board by submitting the written grievance to the Secretary of the Board. At its next regular scheduled meeting, the Board shall designate a committee to meet with the grievant to hear the grievance. Said meeting shall take place within ten (10) days from the Board's designation of said committee. Written notice of the meeting time, date, and place shall be sent to the grievant.
- b. Within five (5) days after such meeting, the Board shall submit a written answer to the grievant and the Association President. The decision of the Board shall be final and binding.

E. OTHER CONSIDERATIONS

- 1. The number of days indicated at each level should be considered as maximum. Effort should be made to expedite the process.
- 2. Nothing contained in this procedure shall deny any employee his/her rights under state and federal constitutions and laws.

İ

VIII. MISCELLANEOUS PROVISIONS

A. Salary Information

Per IC 20-26-5-32.2, the Plainfield Community School Corporation and the Plainfield Professional Educators Association agree that: Returning teachers will receive their basic salary divided among twenty-six (26) bi-weekly paychecks per year. Teachers new to Plainfield Community School Corporation will receive their basic salary divided among twenty-eight (28) bi-weekly paychecks per year beginning two (2) payroll periods prior to the first pay date of returning teachers Except as otherwise specifically provided hereinafter, but otherwise in accordance with section 409A of the Internal Revenue Code and the Treasury Regulations thereto, the time or schedule of any payment of salary will not be accelerated.

Positions receiving extended contracts shall be paid at the teacher's daily rate for each additional day.

A teacher, upon request, shall receive the summer portion of his pay in a lump sum following the last teacher contract day of the school year. Said request shall be submitted in writing to the Superintendent or his designee no later than the day immediately preceding the first teacher contract day of the school year to which the election will apply and such election, once made, shall be irrevocable. Except as otherwise provided hereinafter, payment of the lump sum shall be made on the first pay date following the last day of May. However, if sufficient funds are not available for the corporation to make the payment from funds on hand, payment of all such lump sum requests will be delayed until funds are available and, in the interim, the electing teacher shall continue to receive pay on the regular twenty-six (26) paycheck schedule.

Teachers retiring for purposes of the Indiana State Teacher Retirement Fund at the end of the school year and who have otherwise satisfied the vesting requirements contained in Section V – B, subsections 1 and 2, of the Negotiated Agreement will receive their remaining pay on the first pay date following the later of: (a) the last day of May of the year of retirement or (b) the date upon which retirement and employment termination is otherwise confirmed.

Teachers who retire or separate from employment after the last teacher contract day of the school year without otherwise satisfying the foregoing requirements will continue to receive their remaining pay on their regular twenty-six (26) or twenty-eight (28) paycheck schedule. A teacher who dies or who separates from employment prior to the last teacher contract day of the school year will receive their remaining pay in a final paycheck within thirty (30) days of the date the teacher died or separated from employment or, if shorter, within the time period required for payment by applicable state law.

B. Extra Duty Pay Compensation

Listed below are the rates that will be paid to certified staff members for duties outside the school day contract. The duties stated have not been bargained by the parties and are included for informational purposes only.

Summer Curriculum Projects, Develop. Pre-K/Kdg. Screening 5 hours per day maximum	\$20.00/hour
Friday School/Saturday School	\$20.75/hour
Plato Lab Supervision	\$25.00/hour
After School Remediation	\$25.00/hour
After School Tutoring (assigned by Case Conference)	\$25.00/hour
Summer Elementary Remediation (IREAD)	\$25.00/hour
Summer Band / Orchestra Lessons (up to 225 total hours)	\$25.00/hour
Summer MOMD Program (up to 120 total hours)	\$25.00/hour
Non-public School Case Coordinator Non-public schools include St. Susanna, Universal School of Plainfield, and Home-Schooled Students	\$25.00/hour
Homebound Instruction (assigned by corporation)	\$45.00/hour
Summer School for Credit	hourly rate
COVID Remediation Rate (ESSER funded)	\$30.00/hour
Activities that are an extension of the classroom, or are for high school credit involving direct instruction	hourly rate
Activities that are a supplement to the classroom, or a lab supervisio	n \$25.00/hour
Activities involving only supervision of students or building rental	\$20.75/hour
Activities approved for curriculum alignment	\$15.00/hour
Teacher Mentor	\$200/school year
Multiple Building Assignment 2 buildings \$257/school year 4 buildings \$600/	school year

IX. <u>EFFECT OF THE AGREEMENT</u>

3 buildings

The Board and the Association mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the

5 or more

\$1,028/ school year

\$428/ school year

Board and the Association hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual written consent of the Board and the Association in an amendment hereto.

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, shall be automatically deleted from this agreement to the extent that it violated the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement, if not affected by the deleted article, section or clause.

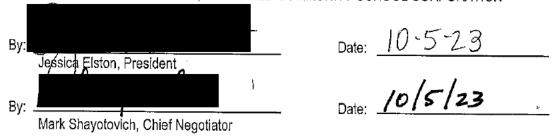
X. TERMS OF THE AGREEMENT

- A. A pre-bargaining public hearing was held on August 10, 2023.
- B. A pre-ratification public meeting was held on September 28, 2023.
- C. Duration
 This agreement shall continue in effect until June 30, 2024.
- D. Attest:

The undersigned attest to the following: 1. A public hearing was held on August 10, 2023 in compliance with § 20-29-6- 1(b), and electronic participation from the parties and/or public was permitted; and 2. A public meeting was held on September 28, 2023 in compliance with I.C. § 20–29-6- 19 to discuss the tentative agreement and electronic participation from the governing body and/or public was permitted.

This agreement is so attested to this 5th day of October, 2023 by the parties' signatures appearing below.

BOARD OF SCHOOL TRUSTEES, PLAINFIELD COMMUNITY SCHOOL CORPORATION



PLAINFIELD PROFESSIONAL EDUCATORS ASSOCIATION

