2023-2024

# MASTER CONTRACT

BETWEEN THE

# **BOARD OF SCHOOL TRUSTEES**

OF THE

# RANDOLPH CENTRAL SCHOOL CORPORATION

AND THE

# RANDOLPH CENTRAL CLASSROOM TEACHERS ASSOCIATION

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This contract entered into this 10<sup>th</sup> day of October 2023, by and between the Board of Education of the Randolph Central School Corporation, hereinafter called the "Board," and the Randolph Central Classroom Teachers Association, hereinafter called the "Association."

#### **ARTICLE I**

#### Recognition

The Board recognizes the Randolph Central Teachers Association as the Exclusive Representative of Certificated School Employees in the following bargaining unit:

All Certificated School Employees with a regular or supplemental teacher contract, but excluding the Superintendent, Assistant Superintendent, Director of Curriculum/Grant Writer, Special Education Coordinator, Principals, Assistant Principals, Athletic Director, Varsity Men's Head Coach of Basketball, Head Coach of Football, Director of Instrumental Music, Technology Coordinator, Preschool Teachers.

#### ARTICLE II

#### **Definitions**

#### As used in this contract:

- 1. "Board" means the Board of Education of the Randolph Central School Corporation and any person(s) authorized to act for said body in dealing with its employees.
- 2. "School Corporation" means the Randolph Central School Corporation of the County of Randolph of the State of Indiana.
- 3. "Certificated School Employee(s)" and "Teacher(s)" means the certificated personnel employed on a regular or supplemental contract by the school employer in the bargaining unit as defined in Article I of the Contract.
- 4. "School Employee Organization" means any organization, which has certificated school employees as members, and one whose primary purpose is representing said certificated school employees in dealing with the school employer, and includes any person or persons authorized to act on behalf of such representative.

- 5. "Association" means the Randolph Central Classroom Teachers
  Association, the school employee organization, which has been certified
  or recognized as the exclusive representative of said certificated school
  employees or the person(s) duly authorized to act on behalf of such
  representative.
- 6. A regular teacher contract means those certificated employees who are part time or full-time employees under a regular or supplemental teacher contract, except those exempted in Article I.

#### ARTICLE III

#### Salary and Salary Related Fringe Benefits

The parties agree that teachers' base pay for 2023-2024 is established by IC 20-28-9-1.5 and is equivalent to their pay for the 2022-2023 school year exclusive of any changes in number of contractual days or extra duties and subject to changes described below.

# A. Salary Range

\$43,000 to \$68,970, not including current year increases or TRF contributions.

# **B.** Base Salary Increases

- 1. General Eligibility
  - a. To be eligible for a base salary increase, a teacher must not have received a rating of ineffective or improvement necessary in the prior school year.
  - b. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.

#### 2. Factors and Definitions

- a. Evaluation Factor The teacher received a highly effective or effective evaluation rating for the prior year.
- b. New Content Area Master's Degree Factor The teacher earned a master's degree in a content area as defined by the Indiana Department of Education after January 15, 2023.
- 4. Distribution Advancing on the Salary Schedule (Appendix A)
  - a. A teacher in the bachelor's column who satisfies the Evaluation Factor but does not possess a New Content Area Master's Degree will advance a row in the bachelor's column. The base salary increase for a teacher advancing a row in the bachelor's column is \$750 and is attributed to the **Evaluation Factor**.
  - b. A teacher in the master's column who satisfies the Evaluation Factor will advance a row in the master's column. The base salary increase for a teacher advancing a row in the master's column is \$750 and is attributed to the **Evaluation Factor**.
  - c. A teacher in the bachelor's column who satisfies the Evaluation Factor and has earned a New Content Area Master's Degree (completed after January 15, 2023) will advance to

the master's column, but remain in the same row. The base salary increase for moving a column is \$1500. Of that base salary increase \$750 is attributed to the **Evaluation Factor** and \$750 is attributed to the **New Content Area Master's Degree Factor**.

- d. Any teacher who could not be placed on the salary schedule because their 2022-2023 base salary was too high to allow placement last year will have \$750 added to her/his base salary. This base salary increase is attributed to the **Evaluation Factor.**
- e. Redistribution Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid within 30 days of the CBA being ratified.

The parties agree that the schedule of stipends for extracurricular and co-curricular duties assigned to members of the collective bargaining unit is reflected in Appendix B.

Teachers shall be paid in twenty-four (24) installments (twice monthly) over the duration of the contract.

Upon ratification of this agreement teachers will be paid back pay to July 1, 2023 in a single installment added to the next regular pay date that is practicable.

Newly hired teachers to the Corporation for the 2023-24 school year will be placed on the salary schedule (Appendix A) based on years of experience and education.

# EXPANDED CRIMINAL HISTORY BACKGROUND CHECK

The school corporation shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the school corporation or per IC 20-26-5-10 for current teachers. New hires will continue to pay the cost of these required checks.

# C. Life Insurance

The Board shall pay all but \$1.00 of the premium of a \$50,000 life insurance plan approved by the Board of Education for a full-time teacher. Teachers other than full-time teachers, employed on a contract basis, will receive a benefit equal to the proportionate number of days employed as relates to the Corporation's required number of teacher work days per school year. The full-time teacher's portion of the life insurance premium shall be deducted on the second (2nd) pay of the school year.

The life insurance premium for all teachers other than full-time teachers will have their portion of the life insurance premium deducted in five (5) equal installments beginning with the second (2nd) pay of the school year.

(Life, Accidental Death and Dismemberment, total and continuous disability, conversion privilege and payable to selected beneficiary).

#### D. Indiana State Teachers Retirement Fund

The Board shall contribute the teacher's share (3.00%) of the Indiana Public Retirement Systems (INPRS).

# E. Long Term Disability

The Board shall pay \$180 per year toward the premium of long-term disability insurance for each full-time teacher enrolled in the plan approved by the Board of Education.

Teachers, other than full-time teachers, employed on a contract basis, will receive a benefit equal to the proportionate number of days employed as it relates to the Corporation's required number of teacher work days per school year toward the payment of the annual premium of the long-term disability insurance plan approved by the Board.

# F. Re-employment of Retired Teachers

Teachers who have officially retired under the provisions of Indiana law and have begun to draw upon earned benefits from the Indiana Teachers' Retirement Fund or a similar retirement fund from another state may be employed or re-employed by the Board at the sole discretion of the Board. Such retired persons newly employed after September 1, 2016 shall be paid at a base salary mutually-agreed upon by the teacher and Board but shall not exceed the salary range for veteran teachers with similar experience. Persons newly employed under said provisions after September 1, 2016 shall receive no additional benefits other than those explicitly required by applicable state and/or federal law. Contributions to health insurance plans shall meet only the minimum required under federal law.

# G. Wages

At the Board's sole discretion, when an administrator requests or requires a teacher to serve as a primary presenter in a professional development series recognized by the professional development plan adopted by the school or school corporation, the Board or Board's designee and teacher(s) will agree to compensate the teacher for such time as required for preparation and planning at a ratio of one (1) hour for each (1) hour of presentation, not to exceed the equivalent of five (5) hours of compensation at the teacher's hourly rate for any one presentation or series of related presentations. Any grant stipulations will take precedence with the written consent of the affected teacher.

#### ARTICLE IV

#### Grievance Procedure

This Grievance Procedure, hereinafter referred to as "Procedure", stipulates the conditions under and the procedures by which grievances alleged by certain school employees as defined in this Contract shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances; but such grievances shall be submitted to the following grievance procedures.

#### I. DEFINITIONS

# As used in this Procedure:

"grievance" means, and shall be limited to, an alleged violation of a specific Article or Section of this written Contract, except where such Article or Section is exempt from this Procedure.

"superintendent" means the chief administrative officer of the School Corporation, or any person(s) designated by the Superintendent to act in the Superintendent's behalf in dealing with school employees.

"grievant" means the teacher and/or Association directly affected by the alleged violation making the claim.

"principal" means the head building administrator or the immediate supervisor of the teacher or any person(s) designated to act on behalf of the principal or immediate supervisor in dealing with school employees.

"days" means calendar days.

#### II. STRUCTURE

- 1. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to proceed independently of this Procedure.
- 2. The grievant may be represented by any person(s) of the grievant's own choosing at all levels of the Procedure, limited however to a total of two (2) representatives.
- 3. There shall be no additional evidence, material, allegation, or remedy submitted by the grievant or the grievant's representative during the grievance process, once a formal grievance has been filed at Formal Level One, provided, however, that the Superintendent may waive the restrictions on additional evidence or material

stipulated herein upon request of the grievant provided that the Superintendent determines said additional evidence or material was either not known or not available to the grievant at the time said grievance was filed at Formal Level One.

# III. PROCEDURE

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and Board.

#### A. Informal Grievance

Within ten (10) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to the teacher's principal by meeting with the principal individually in an informal manner during nonteaching hours. The grievant may be accompanied by a representative as provided herein, provided the principal is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within ten (10) days after presentation of the grievance, the principal shall give the principal's answer orally to the grievant.

#### B. Formal Grievance

# 1. Level One

a. Within ten (10) days of the oral answer, if the grievance is not resolved, it must be filed by the grievant with the principal, in writing, signed by the grievant, on the appropriate grievance form.

The written grievance shall name the grievant, shall state the facts giving rise to the grievance, shall identify by specific reference all Articles or Sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said Articles or Sections, and shall indicate the specific relief requested.

b. Within ten (10) days after receiving the written grievance, the principal shall communicate the principal's answer, in writing, to the grievant.

#### 2. Level Two

a. In the event that the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two, provided said appeal is

filed with the Superintendent within ten (10) days of receipt of the written answer at Level One. The appeal shall include a copy of all materials and evidence previously submitted. At the same time a copy shall be given to the principal involved.

b. The grievant shall submit the written claim signed by him, to the Superintendent of Schools. Within ten (10) days from the receipt of the grievance the Superintendent shall render a written decision to the grievant as to the resolution of the grievance. The Superintendent may hold a formal hearing(s) prior to the rendering of the written decision, and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the Superintendent determines further investigation is necessary.

#### 3. Level Three

a. In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to the Board provided the grievant files said written appeal with the Board within ten (10) days of the receipt of the Superintendent's written answer. Upon receipt of said appeal, the Board shall consider and finally rule on the disposition of the grievance.

# **General Provisions**

- 1. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.
- 2. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
- 3. All necessary forms for grievance procedures set forth in this Procedure shall be provided by the Superintendent or the Association Co-Presidents.
- 4. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said time limits be extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.
- 5. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held during non-teaching hours unless otherwise directed by the Board.

- 6. No teacher shall use this Procedure to dispute any action by the Board, which is applicable to Indiana Code.
- 7. No teacher shall use this Procedure to appeal any decision by the Board or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
- 8. Teachers shall follow all written and verbal directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the teacher's right to file a grievance with the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
- 9. This Procedure supersedes and cancels all previous grievance policies or procedures, verbal or written or based on alleged past practices or procedures, and constitutes the entire procedure for the processing of grievances.

# ARTICLE V Leaves

#### A. Unrestricted Leave

1. The School Corporation will provide thirteen (13) days of unrestricted leave per teacher per year. Days are awarded on the first day contracted. The unrestricted leave days may be used for any reason. However, a teacher may not take more than three (3) consecutive unrestricted leave days, or any day immediately before or after a scheduled school break without medical documentation of illness, unless otherwise approved by the Superintendent.

When using unrestricted leave, the teacher shall submit a completed leave form prior to the intended leave to the principal, who will initial the request and submit it to the superintendent. The leave form will state the date and duration of the leave.

Unused Unrestricted Leave Days - At the end of each school year, any unused unrestricted leave days shall be added to the teacher's accumulated sick days. Accumulated sick days are allowed for the care of immediate family including father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, grandparent, grandchild, daughter-in-law, son-in-law or any person living as a member of the household of the teacher. Teachers may accumulate a maximum of ninety-four (94) sick days.

Use of accumulated sick leave shall be applicable to both the regular school year and summer school. One (1) day of sick leave is granted to each teacher of summer school and if unused, transferred to accumulated sick leave.

- 2. Newly-hired teachers who have accumulated sick leave in other school districts shall be entitled to add three (3) sick leave days in each year of subsequent Randolph Central employment beginning with the second year of Randolph Central employment until they reach the ninety-four (94) day maximum or exhaust the days accumulated in their prior district. For teachers newly-employed in the 2016-17 school year and thereafter, the Board of School Trustees may grant immediate transfer of accumulated sick leave days, not to exceed twenty-five (25) days, in the first year of employment.
- 3. A teacher employed, by contract, for only a portion of the Corporation's required number of teacher work days per school year shall be entitled to the proportionate number of days of yearly unrestricted leave as the contract relates to the Corporation's required number of teacher work days per school year. (Included for informational purposes only)
- 4. In order to take an unrestricted leave day before or the day following a scheduled break and/or holiday, and/or professional development day, as established in the approved school calendar, and/or the last student day of the year, the person will be charged one and one-half days for each day absent. In extenuating circumstances and upon the request of the Principal, the Superintendent may waive the additional half-day penalty. Should the request be denied, the teacher may use a personal day at a rate of one and one-half personal days for each day used. An emergency personal leave may be expedited through the Principal/Administrative designee by telephone to be followed after action by written notice.

#### B. Funeral Leave

- 1. Teachers shall be granted funeral leave up to five (5) working days within thirty (30) consecutive calendar days after a death in the immediate family. The "immediate family" is interpreted as spouse, parents, siblings, children, grandparents, grandchildren, and each similar relative established by marriage of both employee and/or spouse and legal guardian and any person living as a permanent member of the teacher's household.
- 2. One (1) day of leave of absence is granted to attend the funeral of any relative or in-law not covered in #1 above.
- 3. Funeral leave days are not cumulative.

# C. Adoption Leave

Upon the adoption of a minor child, a teacher shall be granted an adoptive leave for a period up to one (1) school year. A teacher may use accumulated sick leave days and unrestricted leave days up to ten (10) school days for adoption leave. Adoptive leave

beyond the maximum of ten (10) accumulated sick leave days shall be paid one dollar (\$1). Upon initial application for adoption, the applicant must notify the Office of Superintendent in writing of the teacher's intent. Such notification shall be renewed annually. The teacher adopting the child shall notify the Office of the Superintendent in writing when the child is physically placed in the teacher's custody and the leave shall begin no later than twenty-one (21) days from that date.

Teachers on leave shall notify the Superintendent, in writing, of their employment intentions prior to April 1st of the school year in which the leave of absence is taken.

#### D. Leave of Absence

A leave of absence may be granted at the sole discretion of the Board for any bargaining unit teacher for a period up to one (1) year for the purpose of study at an accredited college or university in a field of K-12 education. The Board reserves the right to establish the length of leave if such request is for less than one (1) year in duration. All such leaves shall be paid one dollar (\$1) without other pay or benefits. Teachers may remain on the group health insurance plan; providing the teacher pays the entire cost during his/her leave. Beginning and ending dates of such leave shall be determined by the teacher and the Superintendent mutually. Teachers on leave shall notify the Superintendent, in writing, of their employment intentions prior to April 1st of the school year in which the leave of absence is taken.

- E. Leave for an Anticipated Extended Absence Due to Inability to Perform School Duties
  - 1. If a teacher of this School Corporation has been examined by a medical doctor and it has been determined that the employee should be absent from performing assigned duties for at least (15) school days, within ten (10) days after the teacher becomes aware of such anticipated absence, the teacher is to notify the Superintendent of Schools or the Superintendent's designee, in writing, of the teacher's anticipated extended absence. The teacher shall inform the Superintendent of the amount of sick leave and unrestricted leave which the teacher wishes to use under existing Indiana Statutes.
  - 2. The teacher is to furnish the Superintendent a medical doctor's statement of the need for the absence and an additional statement by the doctor that, in the opinion of the doctor, the teacher can perform fully the expectations of the teacher's position until the effective date of the leave.
  - 3. The teacher will provide the Superintendent the preceding information unless, under unusual or emergency situations, the teacher cannot communicate to the Superintendent the teacher's need for an extended absence.

- 4. A teacher may be granted a leave of absence of up to one (1) year upon request. No request for leave will be refused or leave terminated because of illness alone.
- 5. The Board may grant an additional leave for up to one (1) year and may grant leaves of intervals of one (1) year or less.
- 6. Leaves should begin and end with the break in the grading period or as near that time as is practical.
- 7. If a teacher is unable to return to teaching duty on advice from his or her doctor and the Board chooses not to grant the teacher an additional extended leave, the teacher will terminate employment with the Corporation according to the following.

The teacher may:

- (a) Resign after the teacher's available sick days and unrestricted leave days have been used.
- (b) And/or if a teacher retires for medical reasons during the school contract year, the teacher will be eligible for the School Corporation Retirement Program, if the teacher meets the years of service requirement and has attained, at least, the age of fifty-five (55).

Teachers on leave shall notify the Superintendent, in writing, of their employment intentions prior to April 1 of the school year in which the leave of absence is taken.

# F. Maternity Leave

A teacher who is pregnant may continue in active employment as late into pregnancy as she desires, so long as she is able to fulfill the responsibilities of her position. Any portion of maternity leave taken due to a disability caused by pregnancy may be charged at her discretion to available unrestricted leave and sick leave. After available unrestricted leave and sick leave has been used, a teacher may be absent without pay except for one dollar (\$1) for up to one calendar year after the birth of the child. Maternity leave may be taken without jeopardy to reemployment, salary, fringe benefits, or without any loss of seniority.

# G. Paternity Leave

A teacher may take up to eight (8) days paternity leave upon the birth or adoption of a child. This leave may be charged to unrestricted leave and accumulated sick leave. After available sick leave and unrestricted leave has been used, a teacher may be absent for the remainder of the eight (8) days without pay.

#### H. Association Leave

The Association President or their designee will be given a total of four (4) days per school year for association business, without loss of pay. This business must be directly related to the Randolph Central School Corporation. The Association will reimburse the School Corporation for the cost of the substitute teachers needed for this release time.

Only two (2) teachers may use this leave at one time. This leave will not be used to interfere with the operations of any other School Corporation.

#### I. Professional Leave

A teacher may apply to his/her principal for permission to use a professional leave day. The principal may deny this request or forward it to the superintendent of schools. The superintendent may deny or grant at his/her sole discretion.

#### ARTICLE VI

# Buy Out of Retirement Benefits

# A. Entitlement to Retirement Benefits and Vesting Requirements

Upon retirement from the Corporation, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:

- 1. The retiring teacher has reached the age of fifty-five (55); and
- 2. Immediately prior to retirement, the teacher must have completed not less than fifteen (15) full years of service as a teacher with the Corporation.
- 3. The teacher must submit a binding written resignation of duties no later than March 1 of the last year of service, and the teacher shall designate a beneficiary. By Board resolution both March 1 deadlines may be waived. Part-time teaching with an Indiana public school corporation following retirement shall not disqualify a teacher for early retirement benefits if the earnings from such part time teaching do not exceed the maximum allowable Indiana public school earnings limit established by Indiana law or the regulations of the Indiana Teachers Retirement Fund.

# B. Buy Out Contributions

1. VEBA. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, fifty percent (50%) of the amount representing the present value of the Retirement Pay as

calculated for all employees under subsection C above. The terms and conditions for the administration and operations of the VEBA shall be as follows:

- a. 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 vendor for the VEBA.
- b. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
- c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, 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. Qualified members of that school year will receive an equal share of the forfeited amount. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:
  - (i) Employees who forfeited their VEBA accounts in the same year;
  - (ii) Employees who previously forfeited their VEBA accounts; and
  - (iii) Employees who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty-nine (59), but who have not terminated employment may share in the reallocated forfeiture.

- d. Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of this Article, 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. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.
- 2. 401(a) Plan. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. Fifty percent (50%) the total sum of the amount calculated by Educational Services Corporation as the present value for the

Retirement Pay shall be contributed by the school corporation to the 401(a) plan by the 31st day of December, 2004. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

- a. 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 investment vendor for the 401(a) Plan.
- b. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
- c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts. Qualified members of that school year will receive an equal share of the forfeited amount. 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:
  - (i) Employees who forfeited their 401(a) plan accounts in the same year;
  - (ii) Employees who previously forfeited their 401(a) plan accounts; and
  - (iii) Employees who have attained age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, 401(a) plan accounts of employees who have attained the age of fiftynine (59), but have not terminated employment may share in the reallocated forfeiture.

- d. Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of this Article, the deceased employee's 401(a) plan account shall be distributable to the descendant'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. The school corporation shall not be paid any compensation for its services performed on behalf 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.

# C. Future Adjustments

The parties agree that this Article, 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 future revision of this Article shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

#### ARTICLE VII

# Retirement Savings 401 (a) Annuity Plan

A. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The Board agrees to contribute into each individual's separate 401(a) account three quarters of one percent (0.75%) of the teacher's annual salary.

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 investment vendor for the 401(a) Plan.

Each bargaining unit member shall be 100% vested in these individual 401(a) accounts upon the signing of the sixth contract with the Corporation. All employees currently on the 403(b) schedule from the previous contract will continue their current placement on the schedule. The teacher's 403(b) accounts are fully vested at all times.

#### ARTICLE VIII

# Retirement Savings VEBA Plan

- A. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501 (c) (9) of the Code. The Board agrees to contribute three quarters of one percent (0.75%) of the teacher's annual salary into each teacher's account.
- B. The Board shall make equal monthly contributions throughout the school year, and will complete its contributions on or before August 1 of each succeeding year. 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 investment vendor for the VEBA Plan.
- C. Each bargaining unit member is considered vested in these individual VEBA accounts upon signing the sixth contract with the corporation.

#### ARTICLE IX

#### Sick Leave Bank

The Sick Leave Bank is not designed to give unlimited sick leave to all teachers. Its primary purpose is to give a teacher substantial income protection in the event of a medical catastrophe. It is also designed to provide a maximum benefit to teachers who have utilized the regular sick leave days in a professional manner.

A voluntary sick leave bank shall be established whereby a teacher, as defined herein in Article I who is absent from assigned duties due to personal illness and who has utilized all sick leave and personal leave may petition a committee, as established herein, for sick leave days from the bank under the following conditions:

- 1. The number of accumulated days in the bank shall not exceed one hundred eighty (180) days, provided, however, that:
  - a. a veteran teacher who is not a current member of the bank may become a member by contributing one (1) sick leave day to the bank not earlier than August 1<sup>st</sup> nor later than September 15<sup>th</sup> any subsequent year, and;
  - b. a teacher who is newly hired in the School Corporation shall have two years, from the date of hire, to enroll in the bank by contributing one (1) sick leave day, even though such contribution by such veteran or newly hired teacher would cause an accumulation of days in excess of the maximum specified herein;
  - c. All certificated personnel who do not enroll during their initial two years of employment, shall have their enrollment rights restricted as follows:
    - 1. They shall not be eligible to enroll in the Bank for a period of two (2) years from the end of their second initial year of employment.
    - 2. If after the two (2) year waiting period, a certificated employee enrolls in the bank, he/she must wait an additional year from his/her enrollment date before being eligible to borrow from the bank.
  - d. A retiring teacher may contribute up to five (5) days to the sick leave bank of his/her remaining days.

- 2. Said employee may be granted days from the bank under the following conditions:
  - a. The teacher must have chosen to become a current member of and participate in such bank by contributing one (1) sick leave day to the bank, and such day contributed shall be nonrefundable to the teacher. However, in the event that the number of accumulated days in the bank at the beginning of a school year is sufficient number that a contribution of one (1) sick leave day by all teachers who are current members of the bank would cause the maximum number of days specified hereinabove in Paragraph One (1) to be exceeded, the current year's contribution by all such current members shall be suspended, except that in case the bank is depleted during the school year, the current year's contribution shall be assessed at the time of such depletion;
  - b. The teacher must have utilized and exhausted all paid leaves applicable to personal illness of whatever nature, including said teacher's own accumulated sick leave and personal leave;
  - c. Written certification will be provided from said teacher's physician substantiating the illness and certifying that the absence will continue during a period of at least twenty (20) consecutive days;
  - d. Written application by the teacher or legally designated individual who carries power of attorney must be made no later than twelve (12) days after exhaustion of said paid leave benefits;
  - e. The teacher must have been absent for at least (10) consecutive days after exhaustion of said paid leave benefits. Said ten (10) consecutive days of absence must be taken as unpaid leave, and sick leave bank days shall be applied upon the eleventh (11<sup>th</sup>) day of absence. The ten (10) days of unpaid leave shall apply for each separate case of a teacher's qualifying as a medical catastrophe;
  - f. The teacher may return to work on a partial schedule with written certification provided by said teacher's physician stating that the teacher is able to work a modified schedule. Partial day withdrawals from the sick leave bank in the event of a modified work schedule shall be taken in half (1/2) day units.
- 3. A four (4)-member sick leave bank committee shall be established to receive written requests and allot days from the bank according to the provisions herein, under guidelines established by the committee. The committee shall be composed of two (2) bargaining unit members proportionately appointed by the Association and two (2) persons appointed by the Board. All committee

members shall be certificated personnel in the Randolph Central School Corporation. The teacher appointments shall be made in accordance with IC 20-29-5-7.

Days allotted by the committee to an individual teacher shall be available with the eleventh (11<sup>th</sup>) consecutive day of absence after exhaustion of the employee's said leave payments, and such allotment to an individual teacher by the committee shall not exceed a fixed maximum as is established by the committee. The committee shall be limited to an allotment not to exceed ninety (90) days, and to a total allotment not to exceed one hundred eighty (180) days for all teachers in any school year.

Sick leave bank enrollment records, deduction of sick leave days in accordance with this contract, payment of sick leave bank days per committee allotment, and other necessary record keeping shall be maintained in the Superintendent's office. Records and procedures shall be in compliance with the Indiana State Board of Accounts rules and regulations.

- 4. Any days granted by the committee to an individual teacher shall terminate effective the earliest date as hereinafter provided:
  - a. The day after the last day of the term of employment for the school year, or
  - b. The day after the last day of allotted number of days granted by the committee, or
  - c. The first day of return of full-time employment subsequent to the granting of days by the Committee.
- 5. All donated days are a permanent contribution to the Bank and are not transferable to another school corporation should a participant leave the Randolph Central School Corporation.

#### ARTICLE X

#### TERM OF COLLECTIVE BARGAINING AGREEMENT AND ATTESTATION

#### Section 1

- A. On the 9<sup>th</sup> day of September, 2023 at 6:00 p.m., a public hearing as described in IC 20-29-6-1 (b) was held at the Winchester Community High School Library.
- B. On the 6<sup>th</sup> day of October, 2023 at 3:45 p.m., a public meeting as described in IC 20-29-6-19 was held at the Winchester Community High School Fieldhouse Professional Development Room.

#### Section 2

- A. During the public hearing held on the 9<sup>th</sup> day of September, 2023 at 6:00 p.m., governing body members were not allowed to participate in the public hearing by means of electronic communication
- B. During the public hearing held on the 9<sup>th</sup> day of September, 2023 at 6:00 p.m., members of the public were not allowed to participate in the public hearing by means of electronic communication.
- C. During the public meeting held on the 6<sup>th</sup> day of October, 2023 at 3:45 p.m., governing body members were not allowed to participate in the public hearing by means of electronic communication.
- D. During the public meeting held on the 6<sup>th</sup> day of October 2023 at 3:45 p.m., members of the public were not allowed to participate in the public hearing by means of electronic communication.

The terms and conditions of this agreement shall become effective on July 1, 2023, and shall continue in effect through June 30, 2024 with all issues having been considered and agreed upon.

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Therefore, this agreement is made and entered into this 10th day of October, 2023 by and between the Randolph Central School Corporation Board of School Trustees and the Randolph Central Classroom Teachers Association, as defined herein, and is attested to by the representatives whose signatures appear below. The Board ratified the CBA on October 10, 2023 and the Association ratified the CBA on October 5, 2023, and is attested to by the respective representatives whose signatures appear below.

Section 1 is attested to by the Board and Association representatives whose signatures appear below. Section 2 is attested to by the Board representatives whose signatures appear below.

Attested on this the 10th day of October, 2023.

President, Board of School Trustees Randolph Central School Corporation

Secretary, Board of School Trustees
Randolph Central School Corporation

Superintendent of Schools, Randolph Central School Corporation

Co-President,

Randolph Central Classroom Teachers Association

Co-President,

Randolph Central Classroom Teachers Association

# APPENDIX A: SALARY SCHEDULE

The 2023-2024 Salary Schedule shall be used to determine the beginning base pay of teachers who are newly hired to teach by the Board for the 2023-2024 school year. This schedule does not apply to retired teachers who have been newly employed by the school corporation.

Incentives for Recruitment of Teachers in Areas of Academic Needs of Students

For any newly hired teacher, the Board of School Trustees may determine that the academic needs of students dictate that an individual teacher's base pay shall be established at a higher salary or a lower salary. In such cases, the Board may not establish the base salary at more than the amount four (4) steps above or at less than the amount four (4) steps below ordinary placement on the schedule in Appendix A. If the flexibility in establishing base salary is implemented for a new teacher, the Superintendent should notify the Association and provide the name of the teacher and the level at which salary was increased or decreased. For the purpose of this provision academic need of students is defined as a need for certified teachers of English, math, science, CTE, special education, or any area in which there are no viable applicants.

2023-2024 SALARY SCHEDULE			
	BA/BS	MA/MS	
0	43000	44500	
1	43750	45250	
2	44500	46000	
3	45250	46750	
4	46000	47500	
5	46750	48250	
6	47500	49000	
7	48250	49750	
8	49000	50500	
9	49750	51250	
10	50500	52000	
11	51250	52750	
12	52000	53500	

13	52750	54250
14	53500	55000
15	54250	55750
16	55000	56500
17	55750	57250
18	56500	58000
19		58750
20		59500
21		60250
22		61000
23		61750
24		62500
25		63250
26		64000
27		64750
28		65500
29		66250

# Speech/Language Pathologists and School Counselors

Under Indiana Statute, speech/language pathologists and counselors can come into the teaching profession and obtain the appropriate licensure through the Office of Educator Licensing and Development of Indiana. Randolph Central School Corporation will recognize clinical experience of speech/language pathologists and counselors on the salary schedule at a rate of one (1) year on the salary schedule for every three (3) years of clinical experience. A year of speech/language and counseling clinical experience shall be defined as at least 120 days of experience during an academic year.

The Superintendent shall have the authority to set the salary of newly hired SLPs to an amount that is an average of the annual salary of three SLPs, with similar experience, from three other school corporations. The average will be calculated using one comparable salary each from Randolph, Wayne, and Delaware Counties. The Superintendent shall notify the Association President and provide the name of the teacher and the calculation data used to determine the salary.

# APPENDIX B: EXTRACURRICULAR AND CO-CURRICULAR POSITIONS

The appointment to all positions is to be approved by the Building Principal, the Superintendent, and the Board of School Trustees. Pay for extra responsibilities and time if the position is filled by a person represented within the bargaining unit:

# Stipend:

# Corporation

Corporation Librarian

\$7,500

Instructional Technology Teacher Leader Stipends (see Board approved job description)		
Number of Teachers Being Supported	IT Teacher Leader Stipend	
0-5	\$750	
6-10	\$1,000	
11-15	\$1,250	
16-20	\$1,500	
21-25	\$1,750	
26-Higher	\$2,000	

# High School

Department Coordinator

Language Arts	\$600
Math	\$600
Science	\$600
Social Studies	\$600
Fine Arts	\$600
Practical Arts	\$600
Special Services	\$600
Business	\$600
Foreign Language	\$600

	Physical Education School Improvement Committee	\$600
	Chairperson	\$505
Middle School		
Department Coordinator		
-	Language Arts	\$600
	Math	\$600
	Science	\$600
	Social Studies	\$600
	Fine Arts	\$600
	Practical Arts	\$600
	Special Services	\$600
	School Improvement Committee	****
	Chairperson	\$505
Elementary		
Grade Level Coordinator		
	Kindergarten	\$750
	Grade 1	\$750
	Grade 2	\$750
	Grade 3	\$750
	Grade 4	\$750
	Grade 5	\$750
	School Improvement Committee	Ψ750
	Chairperson	\$505
	School Improvement Committee	
	Chairperson	\$505
	School Improvement Committee	Φ.σ.ο.σ
	Chairperson	\$505
Advanced Placement Teacher	\$1000/year o	r \$500/semester per course
Dual Credit Teacher	\$1000/year or	r \$500/semester per course
High School		
F.F.A JUDGING		\$1,608
FCCLA		\$1,608
German		\$ 873
Spanish		\$ 873
YANA		\$ 618
Auditorium Supervisor		\$1,000

Auditorium Event Super Musical	vision (trained by Auditorium Supervisor)	\$	20/hour
	Director	\$2	2,295
	Drama Director		1,314
			352
	Art Designer/Painter		
	Set Designer/Builder		352
	Light & Sound Technician		352
	Choreographer		352
	Marketing Manager		352
	Costume & Prop Manager	\$	352
School Chorus		\$2	2,051
<b>Assistant Band Director</b>		\$2	2,000
Academic Coaches			550
		\$	550
		\$	550
		\$	550
		\$	550
		\$	550
Academic Coordinator		\$	650
Academic Coordinator		Ψ	050
League Meet Coordinato	or (only years when league meet is hosted)	\$	650
Cheerleader			
	Head	\$2	,000
	Assistant		,500
	Assistant		,500
Freshman Class Sponsor			393
1			393
Sophomore Class			553
r			553
Junior Class			,173
V UIII O I UIII O			,173
			,173
Senior Class		\$	717
Semor Class			717
Model Legisleture			717
Model Legislature			618
National Honor Society			758
Student Council			,113
Student Council			,113
Yearbook			,173
Media			822
Art Club		\$	352

Key Club eSports Team eSports Director		\$ \$ \$	352 600 750
Baseball - Boys			
	Head		,788
Softball - Girls	Reserve	\$1	,722
Soltoan - Onis	Head	\$2	,788
	Reserve		,722
Basketball - Boys			
	Assistant		,931
	Assistant		931
Basketball - Girls	Assistant	\$2,	931
Dasketoan - Onis	Head	\$4	662
	Assistant		931
	Summer Program		805
	Assistant	\$2,	931
	Assistant		931
Cross Country - Boys			932
Cross Country - Girls		\$1,	932
Football			
	Assistant	\$2,	543
	Assistant		543
	Assistant		543
C 1C D	Assistant		543
Golf - Boys Golf - Girls			932
Intramurals			932 533
intiamurais			533
Tennis - Boys			932
Tennis - Girls			932
Track/ Boys			
	Head		626
Track - Girls	Assistant	\$1,	760
Track - Giris	Head	<b>©</b> 2	626
·	Assistant		760
Volleyball		Ψ1,	700
•	Head	\$3,	300
	Assistant		980
XXI * 1 .1*C.*	Summer Program	-	805
Weightlifting		\$2,	931

Wrestling	Head	\$3,774
	Assistant	\$2,528
Middle School MS/HS Archery Club Middle School Golf Club eSports Team Robotics Team (Paid from History Club SADD YANA Science Club Middle School Band School Chorus Cheerleader		\$ 600 \$ 352 \$ 300 \$ 550 \$ 774 \$ 550 \$ 774 \$1,152 \$1,152
Student Council Baseball	Head Assistant	\$1,410 \$ 936 \$ 777 \$1,528
Basketball - Boys  Basketball - Girls	Eighth Seventh Sixth	\$2,130 \$2,130 \$1,594
Cross Country	Eighth Seventh Sixth	\$2,130 \$2,130 \$1,594 \$1,211
Football	Head Head Assistant Assistant	\$1,888 \$1,888 \$1,264 \$1,264
Track - Boys	Head Assistant	\$1,535 \$1,148
Track - Girls	Head Assistant	\$1,535 \$1,148
Volleyball	Eighth Seventh Sixth	\$1,508 \$1,508 \$1,200

Wrestling			
	Head	\$1,	888
	Assistant	\$1,	270
Elementary			
Robot Team (I	Both Paid from R.C.D. Tiff)	\$	550
·	•	\$	550
Basketball - Bo	oys	\$	976
		\$	976
		\$	976
Basketball - G	irls	\$	976
		\$	976
		\$	976
Math Bowl Co	ach	\$	550

Any teacher who is under contract for any of the above extra responsibilities may elect to receive the teacher's pay for that responsibility in one (1) lump sum if that teacher so expressed that desire at the time the teacher signed the contract for the responsibility. The payment will be made when the teacher has fulfilled the teacher's duties for that extra responsibility.

If the women's varsity basketball coach and/or the women's varsity volleyball coach is a certified teacher represented by the bargaining unit, he/she shall receive the same coaching-related stipends and benefits as the men's varsity basketball coach.

# APPENDIX C: STIPENDS FOR EXEMPLARY ATTENDANCE

A teacher who uses four (4) or fewer accumulated sick, funeral, maternity, paternity, adoption, association, unrestricted, or unpaid leave days during a school year shall receive a stipend as follows:

Leave Days used During School Year	Stipend
Zero (0)	\$100.00
One (1)-Two (2)	\$75.00
Three (3)-Four (4)	\$50.00
Five (5) or more	\$0.00

Professional, Jury, or Military leave days shall not count against the teacher for purposes of this stipend.

#### APPENDIX D: PROFESSIONAL DEVELOPMENT STIPENDS

Faculty professional development time, including a workshop, training, seminar, or curriculum/instructional activity that extends beyond contract time will be compensated at the stipend rate of twenty dollars (\$20.00) per hour. The Board and the Association recognize that regular monthly faculty meetings and professional development meetings often must start before contract time or extend after contract time to meet the needs of the school. This stipend will not

apply to the first 60 minutes, each month, of time outside of the contract day in order to facilitate these regular monthly meetings.

# APPENDIX E: HEALTH AND HOSPITAL INSURANCE

The Board shall pay toward the premium of hospital, surgical and medical care type insurance for each full-time teacher enrolled in the group medical insurance plan approved by the Board of Education as follows:

Effective October 1, 2023 for Plans 1, 2, 3, & 4:

PLAN 1 (PPO – 750 Deductible)	)
EMPLOYEE	\$7,159.00
EMPLOYEE & CHILDREN	\$10,768.00
EMPLOYEE & SPOUSE	\$13,687.00
FAMILY	\$17,733.00
PLAN 2 (PPO – 1250 Deductible	e)
EMPLOYEE	\$7,099.00
EMPLOYEE & CHILDREN	\$10,660.00
EMPLOYEE & SPOUSE	\$13,543.00
FAMILY	\$17,541.00
PLAN 3 (HDHP – 3000 Deducti	ble)
EMPLOYEE	\$6,955.00
EMPLOYEE & CHILDREN	\$10,420.00
EMPLOYEE & SPOUSE	\$13,243.00
FAMILY	\$17,133.00
PLAN 4 (HDHP – 6000 Deductil	ble)
EMPLOYEE	\$6,799.00
EMPLOYEE & CHILDREN	\$10,144.00
EMPLOYEE & SPOUSE	\$12,833.00
FAMILY	\$16,677.00
	4,

When two employees that are employed under this agreement qualify for the family plan and were both employed by the Randolph Central School Corporation in qualifying capacities before July 1, 2012, the employer will contribute the sum of two single plans

or the total cost of one family plan, whichever is greater. If the yearly premium is less than the Board's contribution, the participant shall pay one dollar (\$1.00). The Board and Association agree that the Board's contribution to employee insurance may be applied to a qualified health savings account, if such accounts are offered by the health insurance program in which the School Corporation participates.

The Randolph Central School Corporation will pay the Corporation's portion of the hospitalization premiums for participating teachers at the established premium rate starting with and during approved and doctor recommended leave for major illness, childbirth and major surgery requiring hospitalization.

Experience with Corporation	Period Paid
Up to and including 9 years	3 months
10 years	6 months
15 years	9 months
20 years	12 months

Teachers other than full-time teachers, employed on a contract basis, will receive a benefit equal to the proportionate number of days employed as relates to the Corporation's required number of teacher work days per school year toward the payment of the annual premium of hospital, surgical and medical insurance plan approved by the Board.

Any teacher that does not participate in the Health and Hospital Insurance will receive an additional \$10,000 to their life insurance.

# APPENDIX F: SUPPLEMENTAL PAY

The following two sections, Master's Degree Supplemental Pay & Specialized Credential in Career and Technical Education Supplemental Pay are for INFORMATIONAL PURPOSES ONLY and are not part of the Master Contract between the Board of School Trustees of the Randolph Central School Corporation and the Randolph Central Classroom Teachers Association.

#### Master's Degree Supplemental Pay

The law now allows districts to provide supplemental pay for teachers that have been awarded a Master's degree in their content area from an accredited educational institution after September 2014 and also are teaching in the content area. The supplemental pay according to statute is not negotiable but is discussable. (IC 20-28-9-1.5 a)

A teacher that intends to qualify for the Master's degree supplemental pay will present evidence of a completed Master's degree to the building principal. The building principal will consult with the Superintendent to determine if the degree meets the statutory requirements.

Beginning July 1, 2016, the Board, at its sole discretion upon the recommendation of the Superintendent, will pay a teacher a supplemental pay in the amount of \$2600.00 annually for obtaining a Master's degree in his or her content area and also teaching in that content area for Randolph Central School Corporation. If a teacher is involuntary removed from a content area in which they currently are receiving Master's degree supplemental pay, the supplemental pay will continue to be paid. Qualifying teachers must have had at least three effective or highly effective annual evaluations at Randolph Central School Corporation. Any teacher that receives a Master's Degree within their first two years of employment with RCSC can petition the Superintendent for consideration under this provision.

Current Master's degree teachers who obtain a second Master's degree in a content area and teach in the content area of that Master's degree will also qualify.

The supplemental pay will be paid out in 24 pays or equal amounts according to the payroll calendar.

# Specialized Credential in Career and Technical Education Supplemental Pay

The law now allows districts to provide supplemental pay for teachers that have been awarded a Specialized Credential in Career & Technical education from an accredited educational institution after September 2014 and also are teaching in the content area of that credential. The supplemental pay according to statute is not negotiable but is discussable. (IC 20-28-9-1.5 a)

A teacher that obtained a Specialized Credential in Career & Technical Education at the request of the Superintendent will present evidence of a completed Specialized Credential in Career & Technical Education to the building principal. The building principal will consult with the Superintendent to determine if the credential meets the statutory requirements.

Beginning July 1, 2016, the Board, at its sole discretion upon the recommendation of the Superintendent, will pay a teacher a supplemental pay in the amount of \$2,600.00 annually for obtaining a Specialized Credential in Career & Technical Education in his or her content area and also teaching in that content area for Randolph Central School Corporation. If a teacher is involuntary removed from a content area in which they currently are receiving Specialized Credential in Career & Technical Education supplemental pay, the supplemental pay will continue to be paid. Qualifying teachers must have had at least three effective or highly effective annual evaluations at Randolph Central School Corporation. Any teacher that receives a Specialized Credential in Career & Technical Education within their first two years of employment with RCSC can petition the Superintendent for consideration under this provision.

Current Master's degree teachers who obtain a second Specialized Credential in Career & Technical Education in a content area and teach in that content area will also qualify.

The supplemental pay will be paid out in 24 pays or equal amounts according to the payroll calendar.