#### MASTER CONTRACT

#### BETWEEN

## THE BOARD OF TRUSTEES

## OF THE

## NORTH CENTRAL PARKE COMMUNITY SCHOOL CORPORATION

AND

## THE NORTH CENTRAL PARKE CLASSROOM TEACHERS ASSOCIATION

2023-2025

# INDEX

ARTICLE	<u>SUBJECT</u>	PAGE
Ι	PREAMBLE	3
П	RECOGNITION	3
III	GENERAL PROVISIONS	3
IV	COMPENSATION	3
V	LEAVES OF ABSENCE	6
VI	FRINGE BENEFITS	9
VII	RETIREMENT BENEFITS	11
VIII	GRIEVANCE PROCEDURE	14
APPENDIX A	SALARY SCHEDULE	17
APPENDIX B	ECA SCHEDULE	19
APPENDIX C	GRIEVANCE FORM	22
IX	TERM OF AGREEMENT	23

#### ARTICLE I PREAMBLE

THIS AGREEMENT is entered into this 25th day of October, 2023 by and between the Board of School Trustees of the North Central Parke Community School Corporation, hereinafter called the Board, and the North Central Parke Classroom Teachers Association, hereinafter called the Association.

## ARTICLE II

#### **RECOGNITION**

<u>Section 1.</u> The Board of Education hereby recognizes the North Central Parke Classroom Teachers Association as the exclusive representative for all certified employees in the North Central Parke Community School Corporation, except for the superintendent, full-time principals, part-time principals, assistant principals, athletic directors, technology directors, one guidance director from the high school, and one speech language pathologist.

#### ARTICLE III

#### **GENERAL PROVISIONS**

<u>Section 1.</u> Severability - If any provision of this Agreement or any application of this Agreement to a teacher or group of teachers is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall remain in full force and effect.

<u>Section 2.</u> This Agreement shall supersede any rules, regulations or practices of the Board that are contrary to or inconsistent with the specific and express terms of this Agreement. Any individual contract between the Board and any individual teacher shall be expressly subject to the terms of this Agreement.

<u>Section 3.</u> The Board and the Association confirm that this Agreement is the entire negotiated contract between them and that this agreement supersedes and cancels all previous agreements whether written or verbal between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and agreed to by both parties.

#### ARTICLE IV COMPENSATION

The parties have agreed to increase the 2023-2024 salary schedule across the board by \$3000 and the 2024-2025 salary schedule across the board by \$2000. See Appendix A for the salary schedules. There will be no row or column advancement for returning teachers in the salary schedules for either contract year. Rather, returning teachers will receive the negotiated across the board base salary increase in each contract year in accordance with the distribution plan set forth below.

#### Section 1.

A. Eligibility Criteria for 2023-2024 and 2024-2025 School Years:

a. In accordance with Indiana law, no teacher shall ever be eligible to earn a base salary increase if the teacher receives an evaluation rating of needs improvement or

ineffective during the preceding school year. In other words, a teacher rated ineffective or improvement necessary will remain frozen at his/her prior year base salary.

b. The teacher must have been employed for at least 120 days by the North Central Parke School Corporation during the prior school year.

B. Factors and Definitions for 2023-2024 and 2024-2025 School Years:

a. EVALUATION: The teacher was evaluated as highly effective or effective in the prior school year.

b. EXPERIENCE: The teacher was employed for at least 120 days by the North Central Parke School Corporation during the prior school year and returns to employment with the North Central Parke School Corporation in the current school year.

C. Distribution Plan for 2023-2024 School Year: Amounts to be added to a teacher's base salary:

EVALUATION = \$1,500.00

EXPERIENCE = \$1,500.00 (The amount attributed to this factor does not exceed 50% of the teacher's total base salary increase.)

D. Distribution Plan for 2024-2025 School Year: Amounts to be added to a teacher's base salary:

EVALUATION = \$1,000.00

EXPERIENCE = \$1,000.00 (The amount attributed to this factor does not exceed 50% of the teacher's total base salary increase.)

Redistribution Plan: Any needs improvement or ineffective teacher who did not qualify for a salary increase shall have their total expected entitlement divided equally amongst all teachers who did qualify for an increase. This amount shall be given to said teachers in the form of a stipend no later than May 1, 2024 for year one of the contract and May 1, 2025 for year two of the contract.

For the 2023-2024 and 2024-2025 School Years: Teachers on leave at the beginning of the school year will not receive an increase until returning to their full-time position, pay will not be retroactive for these teachers; however, their "new rate," will begin on the first date of returning to work.

New hires will be placed on the new salary schedule nearest, those whom their experience mirrors. Due to the \$3,000 across the board increase to the salary schedule for 2023-2024 in Appendix A, new hires employed prior to the ratification of this contract will have their starting salary adjusted upward to bring them to a new starting salary in Appendix A for the 2023-2024 school year that is nearest a current employee (after base salary increases have been applied for returning teachers) with the same experience.

The range of salaries in the 2023-2024 contract year before base salary increases are applied is \$40,000 - \$69,000. The range of salaries in the 2023-2024 school year after base salary increases are applied shall be \$43,000-\$72,000.

The range of salaries in the 2024-2025 contract year before base salary increases are applied is \$43,000 - \$72,000. The range of salaries in the 2024-2025 school year after base salary increases are applied is \$45,000-\$74,000.

Section 2.

For initial placement as a new hire in North Central Parke Schools:

a. A new teacher with an education teaching degree without any experience shall be placed at Level A on the compensation schedule.

b. A teacher hired <u>with</u> previous years of teaching experience shall be placed at a level commensurate to current teachers at NCP in which they "mirror" under the following factors:

- 1. years of experience according to Indiana Public Retirement System;
- 2. the degree of the teacher.

Said teachers are eligible for a one-time hiring stipend as per Section 3 at the discretion of the superintendent.

c. A teacher hired with an education teaching degree, who has teaching experience followed by employment in a related field outside of education, shall receive credit for each year in education (1 for 1) and shall receive one year of credit for each two years of experience outside education (1 for 2).

d. Teachers who have retired under the Indiana Teachers Retirement Fund regulations and are hired on either a full-time or part-time basis shall not be placed at a level higher than Level K on the compensation schedule. Retired teachers shall not be eligible for the one-time hiring stipend (Section 3).

e. In the event that it is necessary to consider a teaching candidate who has no teaching experience these individuals may be placed no higher than a Level F on the compensation schedule, unless the superintendent believes that the candidate's credentials are as such that it would benefit the corporation to consider greater compensation. In this instance, the superintendent will discuss with the association president.

## Section 3.

Teachers employed new to North Central Parke in positions classified as "hard to fill" may also qualify for a one-time hiring bonus stipend in an amount up to \$3,500, as determined by the superintendent. "Hard to fill," may be defined as any position for which four or fewer appropriately licensed applicants apply prior to the initial interview period. Stipend will be paid in two payments during the first year of employment.

## Section 4.

The schedule of additional compensation for extra-curricular time and responsibilities is set forth in Appendix B attached to and incorporated in this agreement.

## Section 5.

Teachers teaching AP and dual credit courses will receive a \$1,000 stipend each contract year.

## Section 6.

Teachers possessing a master's degree will receive a \$1,000 stipend each contract year.

## Section 7.

The School Corporation will offer a \$3,500 stipend for tuition assistance for any teacher who is enrolled in an accredited Master's program if the teacher has: (a) received pre-approval from the Superintendent, and (b) received a grade of a B or higher.

## Section 8.

Loyalty Appreciation Stipend for 2023-2024 and 2024-2025 Contract Years: NCP would like to reward returning teachers for their loyalty to the School Corporation by providing a loyalty appreciation stipend in each contract year as follows:

- Teachers in their 2<sup>nd</sup>, 3<sup>rd</sup>, or 4<sup>th</sup> consecutive year at NCP will receive a stipend of \$500.00 in each contract year.
- Teachers in their 5<sup>th</sup> through 14<sup>th</sup> consecutive year at NCP will receive a stipend of \$1,000 in each contract year.
- Teachers in their 15<sup>th</sup> year or more consecutive year at NCP will receive a stipend of \$1,500 in each contract year.

2023-2024 stipend payout date: Prior to Winter Break in 2023. 2024-2025 stipend payout date: By the third pay day of the 2024-2025 contract year.

## ARTICLE V

## LEAVES OF ABSENCE

## Section 1. Sick Leave

Sick Leave for the personal illness or disability of a teacher or the family illness of an immediate family member (the term immediate family shall be construed to mean parents, spouse, and children (includes step family members)) shall be credited annually to teachers on the following basis:

- A. Teachers shall be credited with twelve (12) days of Sick Leave per year beginning with the first day of the contracted year. Should a teacher be on approved leave prior to the first day of the school year, all twelve (12) days of Sick Leave may be used at the beginning of the school year. If the teacher fails to return from Sick Leave they will return any compensation received for the initial 12 day period of time.
- B. A teacher who had been previously employed in another Indiana school corporation and possesses one (1) or more days of accumulated sick leave from such previous employment, may transfer such accumulated sick leave at a rate of three (3) days per year to his/her credit in the School Corporation until all accumulated days are transferred. Upon request by the teacher, out of state accumulated sick leave days may be granted by the Board in accordance with the provisions of the above.

C1. For teachers originally hired under a Rockville Community School contract and prior to January 1, 2013, such Sick Leave days (plus transferred Personal Leave Days) credited but not used shall accumulate to a maximum of ninety (90) days. After a teacher has accumulated 90 leave days, he/she will receive a stipend of \$100 per unused day above the 90 day accumulation in the current year up to a maximum of \$1500. Said stipend will be paid into the teachers 403(b) account or by payroll on the last pay in June.

C2. For teachers originally hired under a Turkey Run Community School contract prior to August 1, 2002, unused sick leave days shall accumulate up to a maximum of 90 days OR if above the maximum of 90 days on August 1, 2013, the maximum will be capped at the total accumulated days for that teacher on August 1, 2013 and be used in the retirement benefit calculations as stated in Article VII. He/she will receive a stipend of \$100 per unused day above the capped amount in the current year up to a maximum of \$1500. Said stipend will be paid into the teachers 403(b) account or by payroll on the last pay in June.

- C3. For teachers originally hired under a Turkey Run Community School contract after August 1, 2002 OR hired under a North Central Parke Community School contract after January 1, 2013, such Sick Leave days (plus transferred Personal Leave Days) credited but not used shall accumulate to a maximum of ninety (90) days. After a teacher has accumulated 90 leave days, he/she will receive a stipend of \$100 per unused day above the 90 day accumulation in the current year up to a maximum of \$1500. Said stipend will be paid into the teachers 403(b) account or by payroll on the last pay in June.
- D. Sick leave days accumulated prior to a leave of absence and unused during the leave of absence shall be retained by the teacher upon return from such leave of absence.
- E. In the event of a catastrophic illness or injury, staff members may donate into a sick leave bank under the jurisdiction of the School Board. All unused days previously contributed into the sick leave bank with Rockville Schools and Turkey Run Schools will comprise one bank of days for corporation employees. Employees who have not previously donated a day will be given the opportunity to donate one day at the beginning of each year.

## Section 2. Personal Leave

Teachers shall be credited with four (4) days of Personal Leave for personal business, emergencies, etc. Personal Leave in both contract years are subject to the following procedure:

- A. The request shall be submitted at least two (2) school days in advance of the anticipated absence, except for emergency situations.
- B. Such leave shall be non-accumulative; however, annual unused personal leave shall be transferred into accumulated sick leave at the end of the school year.

C. Personal Days may not be taken the day before and/or after a school holiday or vacation except in case of a documented emergency as approved by the superintendent. Such non-emergency absences will be without pay. Holiday/vacations include Labor Day, Fall Break, Thanksgiving Break, Winter Break, President's Day, Spring Break and Memorial Day.

## Section 3. Bereavement Leave

- A. Upon the death of a member of a teacher's immediate family, a teacher requesting a leave will be granted up to five (5) consecutive paid contract days to commence on the day after the death, unless the teacher does not report for work on the day of the death. In that case, the day of the death shall be counted as the first (1st) day of leave.
- B. Immediate family is defined as parents, spouse, children, parents-in-law, and siblings (includes step family members); and also includes any other relative or person for whom the teacher is legally responsible and is living in the teacher's household.
- C. In the event of the death of a near relative of the teacher, the teacher shall be entitled to up to one (1) day paid leave of absence. Near relatives are defined as grandparents, aunt, uncle, niece, nephew, or other relatives not included in Section 3-B.

## Section 4. Anticipated Temporary Disability

Pregnancy Leave - Anticipated Temporary Disability - Pregnancy Leave will be given any teacher who is pregnant. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

- A. Any teacher who is pregnant is entitled to a leave of absence 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 School Corporation at least thirty (30) days before the date on which she desires to start her leave. She shall also notify 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. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave as otherwise provided in this section, immediately upon her request and the certification of the emergency from an attending physician.
- B. Said teacher may continue in active employment as late into the pregnancy as she desires provided she is able to perform the duties of her position. Upon reasonable request by the principal, the teacher shall be required to furnish from her attending physician such certification as is required to attest to her continuing ability to perform her duties.
- C. All or any portion of leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available Sick Leave. After her available Sick Leave has been used, the teacher may be absent without pay, subject to sub-section (A) of this Section. This leave may be taken

without jeopardy to reemployment, retirement, and salary benefits. The use of sick leave days can only be used during the defined days of the disability incurred by the pregnancy.

#### Section 5. Jury Duty Leave

A teacher who is selected for and serves on a jury shall be compensated for the difference between what he/she received as jury duty pay and his/her regular daily pay. Said teacher will submit verification of such service with monies received to the Corporation Business office for reimbursement of the pay differential.

#### Section 6. Defense Service Leave

The School Corporation will follow all provisions outlined in I.C. 20-28-10 for Defense Service Leave.

## ARTICLE VI

## FRINGE BENEFITS

<u>Section 1. Group Health Insurance.</u> The Board shall provide a Group Health Insurance Program and shall contribute toward the cost of such program for members of the bargaining unit as follows:

- A. The Board will pay 75% toward the total cost of the premium for each bargaining unit member participating on the School Corporation's group health insurance plan. For individuals enrolled in a single plan, the Board shall pay a \$600 contribution into the member's health savings account. For individuals enrolled in a family plan, the Board shall pay a \$1200 contribution into the member's health savings account. For the single and family plans, the contribution into the health savings account will be made prior to the end of February in each contract year. Members enrolled in Plan 6 or Plan 7 who are not eligible to participate in a Health Savings Account can have the Corporation's HSA contribution placed into a Section 125 Flexible Spending Account. The Corporation's contribution into the Flexible Spending Account will correspond to the starting date of the Plan year for the Flexible Spending Account.
- B. <u>Enrollment Period</u> Any employee wishing to enroll in the Health Insurance Plan, either as a single member or as a family plan member, must do so within 31 days from the date of their initial eligibility employment date or during open enrollment periods. If the teacher does not enroll when initially eligible or during open enrollment periods, they may not enroll except under a HIPPA Special Enrollment qualifying event. Special enrollment qualifying events are determined by the guidelines of the insurance trust and federal guidelines. Furthermore, a teacher can decline enrollment at the time of initial eligibility if other coverage is in place for the teacher or dependent(s). The employee must provide written confirmation that other coverage is in place.
- C. Personnel approved for a non-paid leave and enrolled in the group health insurance shall observe the following:
  - 1. An enrollee who goes on leave during the school year, may continue participation in the group plan by authorizing the deduction of the balance of all premiums due from the final salary payment due that employee; or may elect to terminate group participation and enroll on an individual plan basis.
  - 2. School Corporation contributions shall cease when the enrollee goes on non-paid leave.

D. Teachers who retire may continue on the Health Insurance plan until they become eligible for Medicare as per the WVWCI school trust and I.C. 5-10-8-2.6 guidelines provided the retiree pays the total premium. Retired teachers who choose to participate in the HDHP Plan 6 or Plan 7 will not be eligible to receive any Board contribution into the health savings account.

#### Section 2. Group Life Insurance

The Board will provide to full time employees (employee exceeding 1000 hours of paid employment per year) a Group Life Insurance Program in the amount of \$50,000 Group Life and AD & D coverage per employee and shall pay the total premium cost of such group life insurance. Employees, at their option and expense, may secure Dependent Life and/or additional life insurance if such additional coverage is offered by the insurance carrier. Early retirees, at their option and expense, may remain in the Group Life Plan until age 65 if such option is offered by the insurance carrier.

#### Section 3. - Section 125.

A Section 125 Flexible Benefits Plan shall be available for employees. Such Section 125 Flexible Benefits Plan shall be used for the list of items contained in the plan. Participation in the Section 125 Plan shall be optional for each individual employee.

#### Section 4. - ISTRF Contributions

The Board agrees to pay the Teacher's share of the Indiana State Teacher's Retirement Fund (ISTRF) contribution up to a maximum of 3% of the teacher's annual taxable salary.

#### Section 5. - Long Term Disability Plan (LTD)

The Board shall enroll all certified employees in the <u>Long-Term Disability Program (LTD)</u> as determined by the North Central Parke Community School Corporation. The Board further agrees to pay the premium cost for such LTD coverage.

The LTD Plan is currently underwritten by the underwriter chosen by the WVWCI School Trust with an October 1 annual renewal date. Plan provides 66 2/3% of salary with a 90-day elimination period.

#### Section 6. Annuity Plans: 401 (a) and 403 (b) Annuity Plan

A. The Board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401 (a) Plan") for all certified employees covered under this collective bargaining agreement.

The 401(a) Plan shall be available for all certified employees which includes teachers originally hired under the Rockville School Corporation, Turkey Run School Corporation or the new North Central Parke School Corporation.

The 401(a) Plan shall:

- a. Be subject to all applicable Internal Revenue regulations.
- b. Have no contract initiation fees charged to the employee.
- c. Have no administrative or Plan Document charge to the Board.
- d. Have a vendor selected by mutual agreement of the parties to this agreement.

- B1. The Board shall also maintain a matching 403 (b) Plan (hereinafter referred to as the "403(b) Plan") for all certified employees originally hired under a Turkey Run School Corporation contract and any new hires, effective for the 2013-2014 school year, hired under a North Central Parke contract. The 403(b) Plan will include provisions for pre-tax salary reduction contributions by the employee which will be matched by equal Board contributions to the 401(a) Plan. The maximum contribution that will be made to the 401(a) Plan by the Board will be 1% of the base Salary Schedule amount listed on the individual's Regular Teacher's contract.
- B2. The Board shall also make available a 403(b) Plan (hereinafter referred to as the "403(b) Plan") for all certified employees originally hired under a Rockville Community Schools contract. There is no 403(b) match required for the teacher to receive the 1% of base salary contribution into the 401(a) plan.

#### ARTICLE VII RETIREMENT BENEFITS

## Section 1A. Retirement Supplement

(Turkey Run Eligible Teachers Only (hired prior to July 1, 2003) A teacher who applies for retirement from the North Central Parke School Corporation shall be paid fifty dollars (\$50.00) for each day of accumulated Sick Leave.

In addition to the payment for days of accumulated sick leave, a teacher who applies for retirement shall be paid eighty-five dollars (\$85.00) per year for each year of service in the Turkey Run Schools. Payment for such benefit shall be subject to the following conditions:

- A. The teacher must have been an employee of the TRCSC prior to July 1, 2003 and must have completed at least ten (10) full years of service at Turkey Run prior to June 30, 2013.
- B. To receive the maximum benefit, the teacher must give notice by June 30 of the year prior to retirement of their intention to retire. In case of Medical emergency during the school year the above notice shall be waived to allow the retirement benefit provided all other eligibility requirement of Section C below are satisfied. Failure of a retiring teacher to provide notice or medical waiver, as herein specified, shall limit the liability of the corporation for a retirement benefit payment to such teacher to the lessor of the amount of that teacher's accrued benefit or a maximum retirement benefit payment of Two Thousand Dollars (\$2,000.00).
- C. The teacher must have submitted an application to the Indiana State Teacher's Retirement Fund and be in compliance with all eligibility requirements for such retirement benefits.

(NOTE: The first \$2,000.00 of the regular retirement supplement is paid as a salary addendum and counts toward teacher retirement.)

Section 2B. Retirement Supplement – All Rockville Eligible Teachers Only AND only Turkey Run Eligible Teachers hired after July 1, 2003.

Retirement pay shall be granted to eligible teachers who have attained fifty-five (55) years of age and cease to be employed by the public schools of Indiana and are eligible for State TRF benefits. Upon their retirement from the school corporation, they shall receive twenty-two dollars and fifty cents (\$22.50) for each unused accumulated sick leave day up to a maximum of 90 days (\$2,025). The teacher must inform the Superintendent, in writing, not later than June 30 of the year prior to retirement, of their intention to retire. In the event the teacher is unable to give timely notice of retirement as a result of ill health, accident, or other unforeseen events, then and in such event, the required notice of retirement may be waived by the Board.

The retirement pay shall be paid in a single payment at the end of his/her employment.

Upon the demise of any employee eligible for retirement pay, said retirement pay for such employee would have been entitled to receive had he/she survived shall be paid directly in a lump sum to the employee's beneficiary. Such employee shall be eligible whether or not proper notice has been given for retirement.

#### Section 3. - Early Retirement Incentive Plan (ERIP)

For Teachers originally hired under a Turkey Run Community Schools contract prior to September 1, 1999. Teachers who are teaching in and have taught for 15 years (or more) in the Turkey Run schools of the North Central Parke Community School Corporation and who are eligible for Indiana State Teacher's Retirement Fund benefits may apply for early retirement benefits as outlined in the following provisions of the <u>Early Retirement Incentive Plan</u> (hereinafter ERIP). It is noted herein that the NCP Board of School Trustees and the teachers' association are in agreement that the <u>ERIP</u> shall begin to be replaced in 1999-2000 by a 401(a) Matching Annuity Plan as outlined in Article VI, Section 6 of this contract.

- A. <u>Fiscal Year.</u> The <u>ERIP</u> fiscal year shall be July 1 through June 30 of the ensuing year. The first fiscal year shall begin on July 1 of the last year of service in the TRCSC. For purposes of determining the total amount of the <u>ERIP</u> benefit, only fiscal years prior to the retiree's eligibility for full social security benefits shall be considered. Partial fiscal years will be pro-rated accordingly. (See C. (1) which follows.)
- B. <u>Notifications required:</u>
  - (1) An employee, who elects to participate in the <u>ERIP</u> must notify the TRCSC in writing of such intentions no later than July 1 of the year immediately prior to the planned retirement year.
  - (2) An employee who elects to participate in the <u>ERIP</u> must submit a valid written resignation of duties no later than April 1 of the year of planned retirement.
  - (3) The Board of School Trustees will permit a waiver of the notification requirements in <u>B.(1)</u> and <u>B.(2)</u> above in cases of medical emergency. The Board will consider applications for <u>ERIP</u> based upon other extraordinary circumstances but retains the prerogative to approve or disapprove such applications.
- C. <u>Amounts and Methods of Payments:</u>

- (1) The maximum amount payable under the <u>ERIP</u> is \$25,000. Such \$25,000 is payable at a maximum amount of \$5,000 per year over a period of 5 years. In all cases, the maximum of \$5,000 per year would be paid for 5 years or prorated at \$5,000/year until such time as the early retiree is eligible for full social security benefits, whichever occurs earlier. Benefits payable under provisions of <u>ERIP</u> are in addition to any payment received under <u>Article VII</u>, Section 1A: Retirement Supplement.
- (2) <u>ERIP</u> payments shall be payable semi-annually in January and July beginning the year following retirement and continuing until all amounts earned during the accrual period have been paid. ERIP payments will be deposited into a Non-elective 403(b) Plan endorsed by North Central Parke Community School Corporation.
- (3) If the early retiree elects to stay in the NCP health insurance program and/or Group Life Insurance Program after retirement, the early retiree may do so at his own expense by remitting full payment for the monthly premiums or, the retiree may authorize deductions from the ERIP benefits (semi-annual payments) to pay all the monthly required health and/or life insurance premiums.
- D. <u>Death Benefits.</u> In the event the early retiree dies before receiving the full <u>ERIP</u> benefit for which he or she has qualified, any remaining amounts due shall be paid to the surviving spouse, dependents, other designated beneficiary, or to the retiree's estate. The early retiree will be required to designate a beneficiary unless the Board of School Trustees approved a waiver permitting a lump sum payment of all funds. The Parties agree that the 401(a) Plan and the 403(b) Plan (Article VI, Section 6) shall replace the current Early Retirement Incentive Plan. The parties further agree that all contributions made to the 401(a) Plan by the Board shall be considered as additional funds and be counted as part of any salary increases negotiated for the certified employees.

For those eligible Turkey Run certified employees who participate in the 401(a) Plan, the Early Retirement Plan will remain in effect until such earlier time as a certified employee receives a greater return from the Board's contribution to the new 401(a) Plan plus accrued earnings than he or she would receive under the Early Retirement Plan. The contributions plus accrued earnings to the 401(a) Plan by the Board will be counted as an offset to the amount the certified employee would have received had he/she retired under the current Early Retirement Plan.

In the event, due to market fluctuations, a certified employee's 401(a) Plan account experiences a loss, the Board's responsibility under the Early Retirement Plan during the period prior to its termination shall be the amount which the employee would have received under the Early Retirement Plan less the amount previously contributed by the Board under the 401(a) Plan.

All certified employees shall be 100% vested in the 401(a) Plan upon completion of the fifth (5) year of service with this school corporation. For the certified employees hired after September 1, 1999, the 401(a) Plan will replace the current Early Retirement Plan.

For all certified employees that qualify for the current Early Retirement Plan as outlined in Article VII, Section 3 of the Master Contract between the Board of School Trustees of the North Central Parke Community School Corporation and the North Central Parke Classroom Teachers Association the following language shall be added:

The Early Retirement/Severance benefits shall be contributed on behalf of the Eligible Employee into a Non-elective 403(b) Plan endorsed by North Central Parke Community School Corporation. The contribution will be the maximum allowed by law and the Eligible Employee shall be 100% immediately vested in these contributions.

The following formula shall be used to determine the payment method for the Early Retirement Incentive Plan:

ERIP Annual Benefit Less: Health Insurance Premium Less: Life Insurance Premium Equals: Deposit into 403(b) ERIP.

Early Retirement Incentive: If the School Board would decide to offer an early retirement incentive to teachers during the 2023-2024 or 2024-2025 school years, then the Superintendent will notify eligible teachers of the terms of the early retirement incentive by no later than March 1, 2024 for the 2023-2024 contract year and no later than March 1, 2025 for the 2024-2025 contract year. If an early retirement incentive would be offered by the School Board during the 2023-2024 or 2024-2025 school years and an eligible teacher would like to accept the incentive, then such eligible teacher must notify the Administration of his/her intention to accept the early retirement incentive by no later than May 3, 2024 (2023-2024) or May 3, 2025 (2024-2025) respectively.

## ARTICLE VIII

#### **Grievance Procedure**

#### Section 1. Definitions

A. The term "grievance" refers to an alleged violation or claimed misinterpretation of a specific article or section of this Agreement.

B. The term "teacher" includes any individual or group of individuals in the bargaining unit.

C. The term "day" when used in this Article shall mean teacher days (as that term is used in the school calendar or 180 days). During the summer recess, the term shall mean week days (Monday through Friday).

#### Section 2. Grievant and Representation

An individual employee, or group of employees, may present a grievance and may do so through the exclusive representative, and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance machinery. The adjustment of all grievances shall be consistent with the terms of this Contract.

#### Section 3. Procedure

Step One

1. A grievance may be initiated in one (1) of the following ways:

A. A teacher shall approach the building principal concerned and discuss the matter on his/her own behalf.

B. The grievance may be filed at an appropriate level above the principal if the grievance does not involve a violation individually at the building level.

C. The grievance may be filed by the Association President at an appropriate level on behalf of teachers, if the contractual violation involves three or more teachers.

2. The teacher shall have a representative of the Association accompany him or her, and in such case the building principal shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

3. The informal step of the grievance procedure shall be initiated within twenty (20) working days of the time the teacher or Association President knew or should have known of the contractual violation.

4. Within five (5) working days after presentation of the grievance at the informal step, the principal shall give his/her written answer to the teacher.

#### Step Two

In the event the grievance is not resolved in Step One, the grievant within five (5) working days of receipt of this answer, may file a formal grievance in writing with the appropriate administrator. Any grievance not so presented in writing in Step Two shall be deemed waived and shall not be processed.

1. The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal if appropriate, and the School Central Office.

2. The grievance shall (1) name the employee(s) involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this Agreement alleged to have been violated or misinterpreted, (4) state the contention of the grievant with respect to the grievance, (5) indicate the specific relief requested, and (6) be signed by the employee(s).

3. The teacher may request a meeting with the appropriate administrator, and the Association representative may accompany the grievant. In any event, within five (5) days of receipt of the answer, the teacher may appeal to the Superintendent, or his/her designee, by filing the grievance and the answer, along with a written response of the teacher, if desired, with the Office of the Superintendent. Any such response by the grievant shall be attached to the grievance. This section is waived if the grievance was filed initially with the Superintendent.

#### Step Three

1. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of receipt of the answer, appeal to the Superintendent in writing, or his/her designee, by filing the grievance and the answer, along with a written response of the teacher, if

desired, with the Office of the Superintendent. Such answer shall be attached to the grievance.

2. The teacher shall request a meeting with the Superintendent or his/her designated representative, and the Association representative shall accompany the grievant. The Superintendent or his/her designated representative, shall give the teacher an answer in writing no later than five (5) days after receipt of the written grievance properly filed with the Office of the Superintendent. Such answer shall be attached to the grievance.

#### Step Four

If the aggrieved employee is not satisfied with the disposition of the grievance by the Superintendent or his designee, he/she shall file a written copy of the grievance and all answers with the Superintendent or other designee of the Board within five (5) days after the receipt of answer in Step 3. The Board, no later than 30 days shall hold a hearing on the grievance, which hearing will be private unless otherwise prohibited by law. A decision by the Board will be rendered within ten (10) calendar days from such meeting. The decision by the Board will be the final resolution and no appeal will be recognized.

#### Section 4

Time limits herein may be extended only by mutual agreement, signed by both parties.

#### END of SECTION

## APPENDIX A NORTH CENTRAL PARKE COMMUNITY SCHOOL CORPORATION SALARY SCHEDULE (EFFECTIVE JULY 1, 2023 – JUNE 30, 2024)

Level	2022-2023	Level	2023-2024
А	40000	А	43000
В	41000	В	44000
С	42000	С	45000
D	43000	D	46000
Е	44000	Е	47000
F	45000	F	48000
G	46000	G	49000
Н	47000	Н	50000
Ι	48000	Ι	51000
J	49000	J	52000
K	50000	K	53000
L	51000	L	54000
М	52000	М	55000
N	53000	Ν	56000
0	54000	0	57000
Р	55000	Р	58000
Q	56000	Q	59000
R	57000	R	60000
S	58000	S	61000
Т	59000	Т	62000
U	60000	U	63000
V	61000	V	64000
W	62000	W	65000
Х	63000	Х	66000
Y	64000	Y	67000
Z	65000	Z	68000
AA	66000	AA	69000
BB	67000	BB	70000
CC	68000	CC	71000
DD	69000	DD	72000

## APPENDIX A NORTH CENTRAL PARKE COMMUNITY SCHOOL CORPORATION SALARY SCHEDULE (EFFECTIVE JULY 1, 2024 – JUNE 30, 2025)

Level	2023-2024	Level	2024-2025
А	43000	А	45000
В	44000	В	46000
С	45000	С	47000
D	46000	D	48000
Е	47000	Е	49000
F	48000	F	50000
G	49000	G	51000
Н	50000	Н	52000
Ι	51000	Ι	53000
J	52000	J	54000
K	53000	K	55000
L	54000	L	56000
М	55000	М	57000
N	56000	Ν	58000
0	57000	0	59000
Р	58000	Р	60000
Q	59000	Q	61000
R	60000	R	62000
S	61000	S	63000
Т	62000	Т	64000
U	63000	U	65000
V	64000	V	66000
W	65000	W	67000
Х	66000	Х	68000
Y	67000	Y	69000
Z	68000	Z	70000
AA	69000	AA	71000
BB	70000	BB	72000
CC	71000	CC	73000
DD	72000	DD	74000

## APPENDIX B EXTRA COMPENSATION and ECA SCHEDULE (EFFECTIVE JULY 1, 2023, except Summer Conditioning) 2023-2024 and 2024-2025 School Years

# Any information included in Appendix B that is not bargainable is the School's policy, was not bargained, and is included for informational purposes only.

POSITION	Number	Stipend
Boys Athletics		
Varsity Basketball	1	\$ 7,250
Asst. Basketball	1	\$ 3,500
Asst. Basketball	1	\$ 3,500
8 <sup>th</sup> Grade Basketball	1	\$ 2,250
7 <sup>th</sup> Grade Basketball	1	\$ 2,250
6 <sup>th</sup> Grade Basketball	1	\$ 2,000
Varsity Football	1	\$ 7,250
Asst. Football	1	\$ 3,500
Asst. Football	1	\$ 3,500
Asst. Football	1	\$ 3,500
Jr. High Football	1	\$ 2,250
Asst. Jr. High Football	1	\$ 1,850
Asst. Jr. High Football	1	\$ 1,850
Varsity Baseball	1	\$ 4,500
Asst. Baseball	1	\$ 2,500
Asst. Baseball	1	\$ 2,500
MS Baseball	1	\$ 1,750
Varsity Wrestling	1	\$ 4,500
Asst. Wrestling	1	\$ 2,500
MS Wrestling	1	\$ 2,250
Asst. MS Wrestling	1	\$ 1,750
Varsity Tennis	1	\$ 4,500
Asst. Tennis	1	\$ 2,500
MS Tennis	1	\$ 2,000
Varsity Golf	1	\$ 2,750
MS Golf	1	\$ 1,750
Cross Country (boys & girls)	1	\$ 3,000
MS Cross Country (boys & girls)	1	\$ 1,750
Varsity Track (boys & girls)	1	\$ 3,750
Asst. Track (boys & girls)	1	\$ 2,000
Asst. Track (boys & girls)	1	\$ 2,000
MS Track (boys & girls)	1	\$ 2,000
Boys Summer Conditioning Coordinator	1	\$ 500
Conditioning Assistants	Multiple	\$ 1,500

Girls Athletics		
Varsity Basketball	1	\$ 7,250
Asst. Varsity Basketball	1	\$ 3,500
Asst. Varsity Basketball	1	\$ 3,500
8 <sup>th</sup> Grade Basketball	1	\$ 2,250
7 <sup>th</sup> Grade Basketball	1	\$ 2,250
6 <sup>th</sup> Grade Basketball	1	\$ 2,000
		. ,
Varsity Volleyball	1	\$ 4,500
Asst. Volleyball	1	\$ 2,500
Asst. Volleyball	1	\$ 2,500
8 <sup>th</sup> Grade Volleyball	1	\$ 2,250
7 <sup>th</sup> Grade Volleyball	1	\$ 2,250
6 <sup>th</sup> Grade Volleyball	1	\$ 2,000
Varsity Softball	1	\$ 4,500
Asst. Softball	1	\$ 2,500
Asst. Softball	1	\$ 2,500
MS Softball	1	\$ 1,750
Varsity Tennis	1	\$ 4,500
Asst. Tennis	1	\$ 2,500
MS Tennis	1	\$ 2,000
Varsity Golf	1	\$ 2,750
MS Golf	1	\$ 1,750
Girls Summer Conditioning Coordinator	1	\$ 500
Conditioning Asst(s) (\$15/day not to exceed 100 total)	Multiple	\$ 1,500
Athletics – General		
Cheerleader Sponsor	1	\$ 3,000
MS Cheerleader Sponsor	1	\$ 2,250
Dance Team	1	\$ 3,000
MS Dance	1	\$ 1,000
HS Athletic Supervision		\$ 2,500
MS Athletic Supervision		\$ 2,500
Non-Athletic ECA Positions		
Non-Athletic ECA Positions           HS Student Council	1	\$ 1,700
	<u>1</u> 1	\$ 1,700 \$ 1,200
HS Student Council		
HS Student Council MS Student Council	1	\$ 1,200
HS Student Council MS Student Council Elem. Student Council	1 2	\$ 1,200 \$ 1,000 each
HS Student Council MS Student Council Elem. Student Council FCCLA	1 2 1	\$ 1,200 \$ 1,000 each \$ 1,250
HS Student Council MS Student Council Elem. Student Council FCCLA HS FFA	1 2 1 3	\$ 1,200 \$ 1,000 each \$ 1,250 \$ 2,250
HS Student Council MS Student Council Elem. Student Council FCCLA HS FFA MS FFA	1 2 1 3 1	\$ 1,200 \$ 1,000 each \$ 1,250 \$ 2,250 \$ 1,750
HS Student Council MS Student Council Elem. Student Council FCCLA HS FFA MS FFA HS Club Sponsors	1 2 1 3 1 5	\$ 1,200 \$ 1,000 each \$ 1,250 \$ 2,250 \$ 1,750 \$ 500 each
HS Student Council MS Student Council Elem. Student Council FCCLA HS FFA MS FFA HS Club Sponsors MS Club Sponsors	$     \begin{array}{r}       1 \\       2 \\       1 \\       3 \\       1 \\       5 \\       4 \\       4       \end{array} $	\$ 1,200 \$ 1,000 each \$ 1,250 \$ 2,250 \$ 1,750 \$ 500 each \$ 500 each
HS Student Council MS Student Council Elem. Student Council FCCLA HS FFA MS FFA HS Club Sponsors MS Club Sponsors National Honor Society	$     \begin{array}{r}       1 \\       2 \\       1 \\       3 \\       1 \\       5 \\       4 \\       1 \\       1       1       \\       1       \\       1       1       \\       1       1       \\       1       1       1       1       1       $	\$ 1,200 \$ 1,000 each \$ 1,250 \$ 2,250 \$ 1,750 \$ 500 each \$ 500 each \$ 1,200
HS Student Council MS Student Council Elem. Student Council FCCLA HS FFA MS FFA HS Club Sponsors MS Club Sponsors National Honor Society National Jr. Honor Society	$ \begin{array}{r} 1 \\ 2 \\ 1 \\ 3 \\ 1 \\ 5 \\ 4 \\ 1 \\ 1 \end{array} $	\$ 1,200 \$ 1,000 each \$ 1,250 \$ 2,250 \$ 1,750 \$ 500 each \$ 500 each \$ 1,200 \$ 600
HS Student Council MS Student Council Elem. Student Council FCCLA HS FFA MS FFA HS Club Sponsors MS Club Sponsors National Honor Society National Jr. Honor Society HS Yearbook	$     \begin{array}{r}       1 \\       2 \\       1 \\       3 \\       1 \\       5 \\       4 \\       1 \\       1 \\       1 \\       1   \end{array} $	\$ 1,200 \$ 1,000 each \$ 1,250 \$ 2,250 \$ 1,750 \$ 500 each \$ 500 each \$ 1,200 \$ 600 \$ 1,200
HS Student Council MS Student Council Elem. Student Council FCCLA HS FFA MS FFA HS Club Sponsors MS Club Sponsors National Honor Society National Jr. Honor Society HS Yearbook MS Yearbook	$ \begin{array}{r} 1 \\ 2 \\ 1 \\ 3 \\ 1 \\ 5 \\ 4 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1$	\$ 1,200 \$ 1,000 each \$ 1,250 \$ 2,250 \$ 1,750 \$ 500 each \$ 500 each \$ 1,200 \$ 600 \$ 1,200 \$ 750
HS Student Council MS Student Council Elem. Student Council FCCLA HS FFA MS FFA HS Club Sponsors MS Club Sponsors National Honor Society National Jr. Honor Society HS Yearbook MS Yearbook Elem. Yearbook	$ \begin{array}{c} 1 \\ 2 \\ 1 \\ 3 \\ 1 \\ 5 \\ 4 \\ 1 \\ 1 \\ 1 \\ 2 \\ \end{array} $	\$ 1,200 \$ 1,000 each \$ 1,250 \$ 2,250 \$ 1,750 \$ 500 each \$ 500 each \$ 1,200 \$ 600 \$ 1,200 \$ 750 \$ 750 each
HS Student Council MS Student Council Elem. Student Council FCCLA HS FFA MS FFA HS Club Sponsors MS Club Sponsors National Honor Society National Jr. Honor Society HS Yearbook MS Yearbook Elem. Yearbook Senior Class Sponsor	$ \begin{array}{c} 1 \\ 2 \\ 1 \\ 3 \\ 1 \\ 5 \\ 4 \\ 1 \\ 1 \\ 1 \\ 1 \\ 2 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1$	\$ 1,200 \$ 1,000 each \$ 1,250 \$ 2,250 \$ 1,750 \$ 500 each \$ 500 each \$ 1,200 \$ 600 \$ 1,200 \$ 750 \$ 750 each \$ 1,250
HS Student Council MS Student Council Elem. Student Council FCCLA HS FFA MS FFA HS Club Sponsors MS Club Sponsors National Honor Society National Jr. Honor Society HS Yearbook MS Yearbook Elem. Yearbook Senior Class Sponsor Asst. Senior Class Sponsor	$ \begin{array}{r} 1 \\ 2 \\ 1 \\ 3 \\ 1 \\ 5 \\ 4 \\ 1 \\ 1 \\ 1 \\ 2 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1$	\$ 1,200 \$ 1,000 each \$ 1,250 \$ 2,250 \$ 1,750 \$ 500 each \$ 500 each \$ 1,200 \$ 600 \$ 1,200 \$ 750 \$ 750 each \$ 1,250 \$ 1,250 \$ 1,000

Sophomore Class Sponsor	1	\$ 250
Freshman Class Sponsor	1	\$ 250
HS Academic Coach	6	\$ 750 each
MS Academic Coach	6	\$ 750 each
EL Academic Coach	5	\$ 500 each
EL Robotics Coach	2	\$ 500 each
Band Director (School Yr.)	1	\$ 3,000
Choir	1	\$ 1,000
Elem. Music and Art Programs	4 max.	\$ 250 each
HS Drama	1	\$ 3,000
MS Drama	1	\$ 1,500
Elem. Drama	1	\$ 800
Building Pub/Social Media (HS)	1	\$ 1,500

Note: The number of positions listed is for informational purposes only, and as such, are not bargained by the parties.

Position	Location	Number	Compensation
Title I Coordinator	Corporation	1	\$4,000
Title I Assistants	Corporation	3 max.	\$2,000
HA Coordinator	Corporation	1	\$2,000
HA Coordinator (Building)	Multiple	4	\$500 each
Library Media Specialist	Corporation	1	\$2,000
Testing Coordinator	Corporation	1	\$4,000
McKinney Vento Homeless Liaison	Corporation	1	\$2,000
ENL Coordinator	Corporation	1	\$2,000
Driver's Education Instructor	Corporation	Multiple	\$27 per hour
Curriculum Committee Work (outside of regular school hours)	Corporation		\$30 per hour
Safety Coordinator	Corporation	1	\$2,000
CPI Instructor	Corporation	1	\$500
Teacher Leader Position*	High School	Multiple	\$1,000 max per teacher \$3,500 available each bldg.
Teacher Leader Position*	Middle School	Multiple	\$1,000 max per teacher \$3,500 available each bldg.
Teacher Leader Position*	Rockville Elementary	Multiple	\$1,000 max per teacher \$3,500 available each bldg.
Teacher Leader Position *	Turkey Run Elementary	Multiple	\$1,000 max per teacher \$3,500 available each bldg.
Traveling Teacher**	North & South Campuses	As needed	\$500 per semester
Detention Supervision	Corporation		\$25 per hour
Certified Tutoring	Corporation		\$30 per hour

General Provisions:

1. The Board reserves the right to fill approved ECA positions based on program needs.

- \* 2. Examples of Teacher Leader Positions include, but are not limited to:
  - > RTI Screening committee members
  - > School Improvement Team Chairperson
  - > Class sponsors not on ECA Scale

<sup>\*\* 3.</sup> For Traveling teachers, \$500 per semester is for teachers who are assigned to travel between campuses on a daily schedule. Teachers not traveling on a daily basis will be paid mileage per the Board approved mileage rate after submitting a mileage claim form.

## APPENDIX C

#### **GRIEVANCE FORM**

Date\_\_\_\_\_

NAME OF TEACHER(S) SEEKING RELIEF:\_\_\_\_\_

NAME OF OTHER EMPLOYEE(S) INVOLVED, IF ANY:\_\_\_\_\_

IDENTIFICATION OF SPECIFIC PROVISIONS OF AGREEMENT VIOLATED MISINTERPRETED:

STATEMENT OF FACTS GIVING RISE TO THE GRIEVANCE AND CONTENTION OF THE GRIEVANT WITH RESPECT TO THE GRIEVANCE:

SPECIFIC RELIEF REQUESTED:\_\_\_\_\_

SIGNATURE OF TEACHER(S) SEEKING RELIEF:\_\_\_\_\_

## ARTICLE IX

#### TERM OF AGREEMENT

The terms and conditions for the 2023-2024 and 2024-2025 school years will be as per the terms and conditions listed in this contract document.

This agreement shall be effective as of July 1, 2023 and shall continue in effect through June 30, 2025. No provisions of this Agreement separately or in their entirety extended orally or through any means, but the Board and the Association shall take such actions as may be required to give full effect to this Agreement, in part or whole.

The undersigned attest to the following:

A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana law on September 20, 2023. Electronic participation was not available.

A public Board meeting in compliance with Indiana law was held on October 16, 2023 to discuss the tentative agreement and electronic participation was not available.

THIS AGREEMENT is made and entered into at Rockville, Indiana, by and between the Board of School Trustees of the North Central Parke Community School Corporation and the North Central Parke Classroom Teachers Association and so attested to by the duly authorized signatures below:

Board of School Trustees of the North Central Parke Community School Corporation North Central Parke Classroom Teachers Association

President of the Board

Secretary of the Board

Ratification Date: October 25, 2023

Co-President of the NCPCTA

Co-President of the NCPCTA

Ratification Date: October 10, 2023