

2017-2018
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 14th day of November 2017, 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, as defined in IC 20-29-2-5 and IC 20-29-2-13, in the Randolph Central School Corporation, Winchester, Indiana, 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, and Technology Coordinator.

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 2017-2018 is established by IC 20-28-9-1.5 and is equivalent to their pay for the 2016-17 school year exclusive of any changes in number of contractual days or extra duties and subject to changes described below.

The base salary range for full-time equivalent teachers is \$34,092.00 to \$61,633.01 not including current year increases or TRF contributions.

Minimum salary for all new teachers hired in 2017-2018 = \$35,200

General Eligibility

1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
2. 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.
3. Teachers must have been employed for at least 120 days in the previous school year and be employed for the current school year in order to qualify for any new compensation.

Factors & Definitions

- Evaluation: Effective or highly effective evaluation rating in 2016-2017 school year.
- Experience: Employed by the school corporation for 120 days in 2016-2017 school year.

- Academic Need: Ensuring educational continuity for students by retaining effective and highly effective teachers whose base salary is less than the current minimum salary offered to teachers newly hired for the current contract period.
- Transition Year: We will transition to a different new hire salary schedule for the 2017-2018 school year with equal dollar amounts between steps. Teachers hired for the 2016-2017 school year and earlier have compensation amounts inconsistent with this new schedule. The transition year procedures below will be used to catch up all eligible teachers hired before the 2017-2018 school year. In addition to the general eligibility criteria contained above, all teachers whose base salary is \$50,000.00 or higher after the \$300.00 base salary increase under the 2017-2018 Compensation below will not be eligible under the transition year factor.

2017-2018 Compensation

- Teachers meeting the evaluation factor will receive \$225.00 added to their base salary.
- Teachers meeting the experience factor will receive \$75.00 added to their base salary for an additional year of service.
- Academic Need: Teachers who have a base salary below the bottom of the new salary schedule shall have their base salary increased to at least the bottom salary amount on the new schedule of \$35,200. Amount of increase will be the difference between the teacher's base salary after increases for evaluation and experience and the new minimum of \$35,200.00.

EXAMPLE: If the teacher making the minimum \$34,092.00 gets an increase of \$300.00 (\$225.00 for evaluation and \$75.00 for experience), the teacher will get \$808.00 under this provision for Academic Need. [$\$34,092.00 + \$225.00 + \$75.00 = \$34,392.00$
 $\$35,200.00 - \$34,392.00 = \$808.00$]

- Transition Year: 2016-2017 teacher salaries will be compared to the 2016-2017 SALARY SCHEDULE OF BEGINNING TEACHER SALARIES (APPENDIX A) using the teacher's level of education and years of service to determine the difference between the teacher's base salary and what it would have been if he or she would have been hired on that schedule. In an effort to help catch-up these teachers, they will receive an increase in salary added to their base in the following amounts:

- a. Negative difference of \$0.00 to \$499.99 → \$0.00 (Twenty teachers that fall in this category are impacted by the Academic Need provision for a total cost of \$10,784.96)
- b. Negative difference of \$500.00 to \$999.99 → \$250.00 (Seven teachers for a total cost of \$1,750.00)
- c. Negative difference of \$1,000.00 to \$1,499.99 → \$500.00 (Eight teachers for a total cost of \$4,000.00)
- d. Negative difference of \$1,500.00 or higher → \$1,000.00 (Twenty-three teachers for a total cost of \$23,000.00)

For the purposes of Transition Year factor, 70% of the increase is based on an effective or highly effective teacher evaluation rating and 30% is based on an additional year of service.

REDISTRIBUTION

In keeping with the provisions of IC 20-28-9-1.5 (c), the amount of money for raises to be reallocated from teachers rated ineffective and in need of improvement to those rated effective and highly effective shall be determined by multiplying the number of full-time equivalent teachers rated ineffective and in need of improvement by three hundred (\$300), then dividing the product by the number of full-time equivalent teachers rated effective and highly effective. This amount shall be paid as a one-time stipend to those who qualify.

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.

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.

A. 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 185-day contract. 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).

B. Indiana State Teachers Retirement Fund

The amounts contained in (1) the salary schedule herein contained in Appendix A, (2) the pay for extra responsibilities and time schedule herein contained in Appendix B, and (3) to the extent allowed by law, the additional retirement pay herein contained in Article VI include three percent (3.00 %) of said amounts to be paid directly to the Indiana State Teachers Retirement Fund by the Board on behalf of each affected teacher for payment of the teacher's share of such retirement contribution. Thus, the individual teacher's contract for each affected teacher shall be written for the amount of compensation payable which is less the said three percent (3.00%).

C. 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 185-day contract toward the payment of the annual premium of the long-term disability insurance plan approved by the Board.

D. 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 not to exceed their actual level of 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.

E. 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. Sick Leave

1. Eight (8) days (cumulative) yearly is granted for personal illness. Teachers new to this School Corporation during the first year of service will have ten (10) days sick leave, then eight (8) days yearly.
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 (90) 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. The maximum number of days sick leave will be capped at 90 days.
4. A teacher employed, by contract, for only a portion of the one hundred eighty-five (185) day school year shall be entitled to the proportionate number of days of yearly sick leave as the contract relates to the one hundred eighty-five (185) day school year.

B. Personal Leave

Each teacher shall be permitted three (3) days leave to transact personal business, and/or conduct personal or civic affairs. Personal days shall accumulate to a maximum of five (5) days. In compliance with State Law, a written statement shall be submitted to the Superintendent of Schools or the Superintendent's designee. Such statement shall be submitted before the absence, except in the event of an emergency, the statement shall be submitted as soon as the teacher returns. All unused personal days will be transferred to accumulated sick leave. In order to take a personal 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 by request to the teacher's principal, the principal may recommend that the superintendent grant the request or may deny the request. Upon review of the situation, the superintendent may grant or deny the request. 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.

C. Illness in Family Leave

A teacher may use up to eight (8) of the teacher's sick leave days for illness of a member of the immediate family or anyone living as a permanent member of the teacher's household. The "immediate family" shall be interpreted as being father, mother, father-in-law, mother-in-law, brother, sister, wife, husband, son, son-in-law, daughter, daughter-in-law, grandchild, stepchild, and legal guardian of both employee and spouse and any person living as a permanent member of the teacher's household.

D. 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 being father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, wife, husband, son, daughter, son-in-law, daughter-in-law, grandchild, step-grandchild, grandparent, stepchild,

step-parents of both employee and 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.

E. 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 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.

F. 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.

G. 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 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 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.

H. 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 sick leave. After available 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.

I. 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 accumulated sick leave. After available sick leave has been used, a teacher may be absent for the remainder of the eight (8) days without pay.

J. 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.

K. 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 professional educator 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 fifty-nine (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 teachers 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 1st nor later than September 15th 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 (11th) 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 (11th) 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
Effective Dates

This contract shall be effective as of July 1, 2017 and shall continue in effect through June 30, 2018.

ARTICLE XI
ACKNOWLEDGEMENT

This contract is made and entered into at Winchester, Indiana, on this 14th day of November 2017 by and between the Board of School Trustees of the Randolph Central School Corporation, County of Randolph, State of Indiana, party of the first part, heretofore referred to as the "Board," and the Randolph Central Classroom Teachers Association, party of the second part, heretofore referred to as the "Association."

This contract is so attested by the parties who signatures appear below:

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 OF BEGINNING BASE SALARIES

The 2017-2018 Salary Schedule of Beginning Base Salaries shall be used to determine the beginning base pay of teachers who are newly hired to teach by the Board for the 2017-18 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.

2016-2017 SALARY SCHEDULE OF BEGINNING BASE SALARIES

(For transition year calculation)

	<u>Bachelors</u>		<u>Masters</u>
0	\$34,092	0	\$36,222
1	\$34,167	1	\$36,267
2	\$34,692	2	\$36,297
3	\$34,992	3	\$37,240
4	\$35,111	4	\$38,257
5	\$35,771	5	\$39,274
6	\$36,430	6	\$40,292
7	\$37,089	7	\$41,311
8	\$37,749	8	\$42,329
9	\$38,410	9	\$43,344
10	\$39,071	10	\$44,365
11	\$39,721	11	\$45,382
12	\$40,371	12	\$46,400
13	\$41,021	13	\$47,418
14	\$41,671	14	\$48,437
		15	\$49,454
		16	\$50,470
		17	\$51,490
		18	\$52,507
		19	\$53,526
		20	\$54,543
		21	\$55,561
		22	\$59,006
		27	\$59,215

2017-2018 SALARY SCHEDULE OF BEGINNING BASE SALARIES

Row	BA/BS	MA/MS
0	35,200	38,200
1	35,700	38,700
2	36,200	39,200
3	36,700	39,700
4	37,200	40,200
5	37,700	40,700
6	38,200	41,200
7	38,700	41,700
8	39,200	42,200
9	39,700	42,700
10	40,200	43,200
11	40,700	43,700
12	41,200	44,200
13	41,700	44,700
14	42,200	45,200
15		45,700
16		46,200
17		46,700
18		47,200
19		47,700
20		48,200
21		48,700
22		49,200
23		49,700
24		50,200
25		50,700
26		51,200
27		51,700

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.

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:

High School

Department Coordinator

Language Arts	\$600
Math	\$600
Science	\$600
Social Studies	\$600
Fine Arts	\$600
Practical Arts	\$600
Special Education	\$600
Business	\$600
Foreign Language	\$600
Physical Education	\$600
School Improvement Committee Chairperson	\$505

Middle School

Department Coordinator

Language Arts	\$600
Math	\$600
Science	\$600

Social Studies	\$600
Fine Arts	\$600
Practical Arts	\$600
Special Education	\$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 Chairperson	\$505
School Improvement Committee Chairperson	\$505
School Improvement Committee Chairperson	\$505

Advanced Placement Teacher
Dual Credit Teacher

\$1000/year or \$500/semester per course
\$1000/year or \$500/semester per course

High School

F.F.A JUDGING	\$1,608
FCCLA	\$ 873
German	\$ 873
Spanish	\$ 873
S.T.A.N.D.	\$ 618
Auditorium Supervisor	\$1,000
Auditorium Event Supervision (trained by Auditorium Supervisor)	\$ 20/hour
Musical	
Director	\$2,295
Drama Director	\$1,314
Art Designer/Painter	\$ 352
Set Designer/Builder	\$ 352
Light & Sound Technician	\$ 352
Choreographer	\$ 352

School Chorus		\$2,051
Academic Coaches		\$ 550
		\$ 550
		\$ 550
		\$ 550
		\$ 550
Academic Coordinator		\$ 650
League Meet Coordinator (only years when league meet is hosted)		\$ 650
Cheerleader		
	Head	\$2,000
	Assistant	\$1,500
	Assistant	\$1,500
Freshman Class Sponsor		\$ 393
		\$ 393
Sophomore Class		\$ 553
		\$ 553
Junior Class		\$1,173
		\$1,173
		\$1,173
Senior Class		\$ 717
		\$ 717
		\$ 717
Model Legislature		\$ 618
National Honor Society		\$ 758
Student Council		\$1,113
Student Council		\$1,113
Yearbook		\$1,173
Newspaper		\$ 822
Art Club		\$ 352
Key Club		\$ 352
Baseball - Boys		
	Head	\$2,788
	Reserve	\$1,722
Softball - Girls		
	Head	\$2,788
	Reserve	\$1,722
Basketball - Boys		
	Assistant	\$2,931
	Assistant	\$2,931
	Assistant	\$2,931

Basketball - Girls		
	Head	\$4,662
	Assistant	\$2,931
	Summer Program	\$1,805
	Assistant	\$2,931
	Assistant	\$2,931
Cross Country - Boys		\$1,932
Cross Country - Girls		\$1,932
Football		
	Assistant	\$2,543
	Assistant	\$2,543
	Assistant	\$2,543
	Assistant	\$2,543
Golf - Boys		\$1,932
Golf - Girls		\$1,932
Intramurals		\$ 533
		\$ 533
Tennis - Boys		\$1,932
Tennis - Girls		\$1,932
Track/ Boys		
	Head	\$2,626
	Assistant	\$1,760
Track - Girls		
	Head	\$2,626
	Assistant	\$1,760
Volleyball		
	Head	\$3,300
	Assistant	\$1,980
Weightlifting		\$2,931
Wrestling		
	Head	\$3,774
	Assistant	\$2,528
Middle School		
History Club		\$ 774
SADD		\$ 774
Science Club		\$ 774
Middle School Band		\$1,152
School Chorus		\$1,152
Cheerleader		
	Head	\$1,410
	Assistant	\$ 936
Student Council		\$ 777
Baseball		\$1,528

Basketball - Boys	Eighth	\$2,130
	Seventh	\$2,130
	Sixth	\$1,594
Basketball - Girls	Eighth	\$2,130
	Seventh	\$2,130
	Sixth	\$1,594
Cross Country		\$1,211
Football	Head	\$1,888
	Head	\$1,888
	Assistant	\$1,264
	Assistant	\$1,264
Track - Boys	Head	\$1,535
	Assistant	\$1,148
Track - Girls	Head	\$1,535
	Assistant	\$1,148
Volleyball	Eighth	\$1,508
	Seventh	\$1,508
Wrestling	Head	\$1,888
	Assistant	\$1,270
Elementary		
Basketball - Boys		\$ 976
		\$ 976
		\$ 976
Basketball - Girls		\$ 976
		\$ 976
		\$ 976
Math Bowl Coach		\$ 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 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 sick, personal, funeral, maternity, paternity, adoption, association, 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: 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 August 2014 for Plan B:

Employee Single Coverage—The Board shall pay \$5,961 of the yearly single premium for the policy year.

Employee and Children Coverage—The Board shall pay \$8,809 of the yearly employee and children premium for the policy year.

Employee and Spouse—The Board shall pay \$10,669 of the yearly employee and spouse premium for the policy year.

Employee and Dependents—The Board shall pay \$12,802 of the yearly employee and dependents premium for the policy year.

Effective August 2014 for Plan D:

Employee Single Coverage—The Board shall pay \$6161 of the yearly single premium for the policy year.

Employee and Children Coverage—The Board shall pay \$9,009 of the yearly employee and children premium for the policy year.

Employee and Spouse—The Board shall pay \$11,069 of the yearly employee and spouse premium for the policy year.

Employee and Dependents—The Board shall pay \$13,002 of the yearly employee and dependents premium for the policy year.

Effective August 2014 for Plans E and F:

Employee Single Coverage—The Board shall pay \$6,061 of the yearly single premium for the policy year.

Employee and Children Coverage—The Board shall pay \$9,143 of the yearly employee and children premium for the policy year.

Employee and Spouse—The Board shall pay \$11,063 of the yearly employee and spouse premium for the policy year.

Employee and Dependents—The Board shall pay \$13,244 of the yearly employee and dependents premium for the policy year.

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.

<u>Experience with Corporation</u>	<u>Period Paid</u>
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 185-day contract 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.