

~~2020-2021~~2021-2022

**Master Contract Agreement**

Between the

Clark-Pleasant Community School Corporation

and

The Clark-Pleasant Education Association

Effective: July 1, 20201

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## ARTICLE I: INTRODUCTION

This Agreement made by and between The Board of School Trustees of the Clark-Pleasant Community School Corporation, hereinafter referred to as the "Board", and the Clark-Pleasant Education Association, an affiliate of the Indiana State Teachers' Association and the National Education Association, hereinafter referred to as the "Association".

### Section 1: Entire Agreement Clause

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association, and constitutes the entire Agreement between the parties. Any ADDENDUM or MEMORANDUM OF UNDERSTANDING supplemental to this Agreement shall not be binding upon either party unless executed in writing and ratified by both parties.

### Section 2: Duration of Agreement Clause

This Agreement shall be effective as of the 1st day of July, 20~~21~~<sup>20</sup>, and shall continue in effect through the 30<sup>th</sup> day of June, 20~~22~~<sup>21</sup>.

### Section 3: Severability and Saving Clause

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is judged by the courts to be illegal or in conflict with any law of the state it shall be invalid; however, the validity of the remaining provisions of this Agreement shall not be affected and shall remain in effect.

## ARTICLE II: RECOGNITION OF THE EXCLUSIVE REPRESENTATIVE

The Board recognizes the Association as the exclusive representative of all certified employees, as defined in Public Law 217, in Clark-Pleasant Community School Corporation, except for the superintendent, assistant superintendent, administrative assistant, director, coordinator, principal, assistant principal, high school athletic director, and high school guidance director, hereinafter referred to as "Teachers", for the purpose of bargaining with respect to salaries, wages, hours and salary and wage related fringe benefits.

## ARTICLE III: SALARY AND WAGE PROVISIONS

### Section 1: Compensation Model

#### A.1. ~~2021-2022~~~~2020-2021~~ Base Salary Increases

1. Teachers who meet the eligibility requirements for the Evaluation and Academic Needs of Students factors will be eligible to receive a base salary increase of ~~\$5,000.00~~~~1.5%~~ when compared to their Clark-Pleasant ~~2020-2021~~~~19-2020~~ base salary.

~~Additionally, in order to meet the academic needs of students in the Clark-Pleasant Community Schools, qualified teaching staff will receive an additional one-time stipend of \$1,500.00.~~

2. General Eligibility Factors:

3. Except as provided in subsection B-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.
4. 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 base salary increase.

5. Factors and Definitions:

6. Evaluation – The teacher must have received an evaluation rating of Highly Effective or Effective on his/her performance evaluation for the prior school year, except for those teachers eligible per Indiana Code 20-28-9-1.5(f).

7. Academic Needs of Students:

8. To meet this factor, the teacher must be able to demonstrate to their primary evaluator that they met one of the following criteria for meeting the academic needs of students.
9. Participating in or conducting Professional Development training activities and/or earning PGP's for a minimum of 15 hours outside the contract day; or
10. Voluntary tutoring, coaching, or educationally related activity sponsor outside the student day with a minimum of 15 hours; or
11. Serve as PLC leader/chairperson at the corporation or school level; or
12. A combination of fifteen (15) voluntary hours of professional development, tutoring, coaching, or educationally-related activity sponsor outside the student and/or contract day; or
13. Serving as a teacher mentor (with administrative approval).

B.14.

- ~~1. Evaluation – To meet this factor, the teacher must have received an evaluation rating of Highly Effective or Effective on his/her annual~~

~~performance evaluation for the prior school year, except for those teachers eligible per Indiana Code 20-28-9-1.5(f).~~

~~2. Academic Needs of Students:~~

~~A. To meet this factor, the teacher must be able to demonstrate to their primary evaluator that they met one of the following criteria for meeting the academic needs of students.~~

- ~~a. Participating in or conducting Professional Development training activities and/or earning PGP's for a minimum of 15 hours outside the contract day; or~~
- ~~b. Voluntary tutoring, coaching, or educationally related activity sponsor outside the student day with a minimum of 15 hours; or~~
- ~~c. Serve as PLC leader/chairperson at the corporation or school level; or~~
- ~~d. A combination of fifteen (15) voluntary hours of professional development, tutoring, coaching, or educationally related activity sponsor outside the student and/or contract day; or~~
- ~~e. Serving as a teacher mentor (with administrative approval).~~

~~C.15. Weight Assigned to Factors~~

~~1. The weight assigned to the factors identified above shall be as follows:~~

~~4.16. Evaluation – 75%~~

~~2.17. Meeting the Academic Needs of Students – 25%~~

~~D.18. Disqualification~~

~~1. A teacher who receives an evaluation rating of Ineffective or Improvement Necessary on his/her prior school year evaluation will not be eligible to receive any base salary increase for the current school year and will continue to receive the salary s/he received for the prior school year, except those teachers eligible per Indiana Code 20-28-9-1.5(f).~~

~~E.19. Redistribution~~

1. Any amounts allocated for base salary increases for teachers who receive evaluation ratings of Ineffective or Improvement Necessary on their annual performance evaluation for the prior school year will be reallocated and redistributed equally as stipends among the salaries of teachers who received an evaluation rating of Effective or Highly Effective on their annual performance evaluation for the prior school year.

F.20. Time of Payment

1. The Board will pay the base salary increases and the redistribution stipends described herein not later than 60 days after both parties ratify the contract, provided all accountability data is available from the Indiana State Board of Education.

G.21. Salary Range

1. The salary range for returning teachers for the ~~2021-2022~~2020-2021 school year is ~~\$41,000.00 to \$87,997.52.~~~~\$41,000.00 to \$80,205.30.~~

2. The minimum salary for new teachers is ~~\$45,000.00~~~~\$41,000.00.~~

22. Academic Needs Minimum Levels

1. ~~Due to the importance of retaining qualified current qualified teaching staff, those teachers with five (5) or more years of continuous experience teaching in the CPCSC who meet the Evaluation and Academic Needs factors and have a base salary below \$53,000 after receiving their new base salary increases will receive additional salary to be brought up to \$53,000 as their new base salary. (Must have taught during the 2016-2017 school year.)~~

2. ~~Due to the importance of retaining qualified current qualified teaching staff, those teachers with ten (10) or more years of continuous experience teaching in CPCSC who meet the Evaluation and Academic Needs factors and have a base salary below \$58,000 after receiving their new base salary increases will receive additional salary to be brought up to \$58,000 as their new base salary. (Must have taught during the 2011-2012 school year.)~~

3. ~~Due to the importance of retaining qualified current qualified teaching staff, those teachers with fifteen (15) or more years of continuous experience teaching in CPCSC who meet the Evaluation and Academic Needs factors and have a base salary below \$63,000 after receiving their new base salary increases will receive additional salary to be brought up to \$63,000 as their new base salary. (Must have taught during the 2006-2007 school year.)~~

H.23. New Hires

1. The Superintendent shall have the authority to hire a teacher at the salary within the salary range specified in Section G above based upon the

needs of the school district and availability of qualified teachers for the position.

## **Section 2: Extra Pay for Additional Services**

The parties agree that the extra pay for additional services salaries affected by this agreement are accurately reflected in Appendix C.

In addition, secondary classroom teachers who forego their preparation time to instruct a credit bearing class in a high need or hard to fill area will be paid a stipend of \$3,500.00 per semester to be paid at the conclusion of the semester, provided the building submits a request to the Superintendent for his/her consideration ten (10) days prior to the beginning of the semester.

## **Section 3: Years of Experience Credit**

A teacher will be credited with a year of experience credit after the teacher completes one hundred twenty (120) days of contracted service during any one school year.

## **Section 4: Indiana State Teachers Retirement Fund**

The Board shall contribute the Teacher's share of the Indiana State Teachers Retirement Fund (currently 3% of the Teacher's contracted pay) in addition to the salary and ECA Compensation listed in Section 1 and Section 2 of this article.

## **Section 5: Payroll**

A Teacher shall be paid on a biweekly basis in twenty-six (26) payroll periods.

## **Section 6: Direct Electronic Deposit**

Payroll payments are made through electronic deposit. A Teacher must submit account information (institution name and account number) to the Board at least one week prior to the first pay date of the contract year. The Teacher may allocate portions of payroll payments to be deposited into additional accounts/institutions by supplying the institution name, account number and amount to be so allocated. Deposits will be made on a continuing basis from school year to school year unless changed in writing by the Teacher.

## **Section 7: Summer School Compensation**

A Teacher of a State approved and reimbursable summer school class shall be issued a Supplemental Service Teacher's Contract and paid for each hour of instruction at an hourly rate which shall be calculated by dividing the teacher's daily rate by the number of hours specified in the teacher's Regular Teacher Contract.

A Teacher of a non-reimbursable summer school class shall be paid accordingly to the minimum beginning teacher salary at an hourly rate which shall be calculated by dividing the teacher's daily rate by the number of hours specified in the teacher's Regular Teacher



Contract.

**Section 8: AP Lab Instruction**

AP Lab Instruction shall be paid at the Teacher's hourly rate which shall be calculated by dividing the teacher's daily rate by the number of hours specified in the teacher's Regular Teacher Contract.

**ARTICLE IV: FRINGE BENEFIT PROVISIONS**

**Section 1: Health Insurance**

Hospitalization and medical programs shall be provided to the Association by the Board.

<b>\$3000/\$6000 HDHP1/HSA Plan</b>	<b>Annual Employer</b>	<b>\$5000/\$10000 HDHP 2/HSA Plan</b>	<b>Annual Employer</b>
EE Only	\$6,683.16	EE Only	\$6,041.52
EE + Child(ren)	\$12,086.64	EE+ Child(ren)	\$10,893.36
EE+ Spouse	\$13,279.08	EE+ Spouse	\$12,039.24
Family	\$16,263.12	Family	\$14,906.40
Family (Two CPCSC Employees)	\$16,872.32	Family (Two CPCSC Employees)	\$15,372.76

**HSA Contribution**

- ~~○ Each eligible teacher on the plan shall receive \$500 lump sum contribution in Jan. 20222021 for plan year 20222021. The corporation will then match up to an additional \$500 EE, \$1,500 EE+C, EE+S, FAM to be paid over 12 months.~~
- ~~▪ Two CPCSC spouses that qualify for HSA, on FAM plan, the match would be \$1,000.~~
- ~~○ In the event a teacher separates from CPCSC at the conclusion of the 2020/2021 school year, the corporation will pay the matching amount through June 30, 2021.~~
- ~~○ In the event a teacher retires from CPCSC at the conclusion of the 2020/2021 school year, the corporation will pay the matching amount through December 30, 2021.~~

**Section 2: Life Insurance**

The Board shall provide a Teacher employed prior to August 1, 1995, Life Insurance coverage of Seventy Thousand Dollars (\$70,000). The Board shall pay the full premium less One Dollar (\$1.00) annually.

Commencing August 1, 1995, the Board shall provide a newly hired Teacher Life

Insurance coverage of Fifty Thousand Dollars (\$50,000). The Board shall pay the full premium less One Dollar (\$1.00) annually.

Commencing August 1, 1995, the Board shall provide a Teacher employed prior to August 1, 1995, the option to elect the Fifty Thousand Dollar (\$50,000) coverage in place of the Seventy Thousand Dollar (\$70,000) coverage. Once the Fifty Thousand Dollar (\$50,000) election is made, the Seventy Thousand Dollar (\$70,000) option is no longer available to that Teacher.

The Board shall also participate in a supplemental Life Insurance program where a Teacher, at his/her own expense, may purchase additional Life Insurance coverage according to the eligibility rules determined by the Life Insurance provider.

### **Section 3: Long Term Disability Insurance**

The Board shall provide a Teacher a Long Term Disability Insurance plan jointly approved by the Association and the Board. The Board shall pay the full premium less one dollar annually.

### **Section 4: Dental Insurance**

The Board shall contribute Twenty-Seven Dollars (\$27.00) per month toward the single plan or Fifty-Two Dollars (\$52.00) per month toward the family plan of the Dental Insurance plan jointly approved by the Association and the Board.

In the event the Board's monthly contribution exceeds the monthly premium, the Teacher shall contribute One Dollar (\$1.00) annually toward the cost of the premium.

### **Section 5: Tax Sheltered Annuity**

The Board shall provide a Teacher, upon written request, payroll deduction in a tax-sheltered annuity program jointly approved by the Association and the Board.

Election to participate may occur four times each year. The effective date of the election will take place on the first pay date in March, June, September, and December following such request provided the request is received in the Corporation business office by the 15th of the month preceding the effective date.

### **Section 6: Continuation of Fringe Benefits**

A Teacher on paid leave shall continue to receive Board contributions to the level selected by the teacher prior to the commencement of the paid leave.

Except as otherwise required by law, a Teacher on non-paid leave for thirty (30) calendar days or longer shall have the option to continue any or all fringe benefit programs by paying the full premium to the Board. This premium is due in the Board business office prior to the first calendar day of each month.

A Teacher on non-paid leave who has worked a portion of the school year shall receive Board contributions toward fringe benefits in the amount directly proportionate to the days the teacher is paid on contract.

### **Section 7: Pro-Rated Fringe Benefits**

A benefit eligible Teacher on less than a 100% base salary contract shall receive Board contributions toward fringe benefits prorated to the same percentage as his/her base salary contract.

### **Section 8: Vision Insurance**

The Board shall provide a Teacher a vision plan and the Board shall pay the full premium less One Dollar (\$1.00) annually.

### **Section 9: Section 125**

Section 125 of the IRS Act of 1978 Code Section 125 benefits shall be made available to any bargaining unit members. An amount of one hundred percent (100%) of salary not to exceed IRS limits set under Section 125 of the Internal Revenue Code may be set aside by the employee.

This plan shall be administered through a vendor mutually agreeable between the Board and Teacher's Association. The administrative fees associated with participation in the plan shall be paid by the Board.

### **Section 10: Attendance Incentive**

The Board will pay stipends as attendance incentives to teachers in the amount of \$100 (gross) each quarter to teachers who have perfect attendance, resetting each quarter and excluding professional days.

### **Section ~~1140~~: Athletic Passes for Employees and Spouses**

All faculty members and their spouses may attend, without charge, all athletic events sponsored by the school system, except tournaments. A season pass will be issued to faculty upon request to the appropriate Athletic Director's office.

## **ARTICLE V: LEAVE PROVISIONS**

### **Section 1: Paid Leave**

A Teacher shall be provided thirteen (13) paid leave days each contract year to be absent from work without loss of compensation. Paid leave days are to be used for illness or medical appointments of the employee or his/her dependents or immediate family. These paid leave days may also be used to conduct personal business that may not otherwise be conducted

outside of the work hours. If in any one contract year a Teacher is absent less than the allotted number of days, the remaining days shall be accumulative to a total of 100 (except for those Teachers in Group I of the retirement buy-out program). Days beyond the 100 will be bought out per Section 12 "Personal Leave Buy Out."

If accumulated leave days are available, a Teacher who is absent more than thirteen (13) days must provide medical evidence to the Board to be paid for those accumulated days exceeding thirteen (13). Medical evidence may extend to immediate family defined here as spouse, child, or parent.

In the event a Teacher has accumulated one or more leave days in another Indiana school corporation before being employed by Clark-Pleasant Community School Corporation, there shall be added for the second year and each succeeding year of employment three (3) leave days until the number of accumulated days to which the Teacher was entitled in the last place of employment is exhausted.

A Teacher is given a written account of accumulated paid leave days each payday. If the Teacher disputes the number of leave days used or available, his/her personnel file will be reviewed and shall resolve the dispute. These days will be reflected on the first check of the 26-payroll schedule.

Teachers who have received COVID-19 vaccinations who must quarantine due to a breakthrough COVID-19 infection or to care for a minor child(ren) with COVID-19 or being quarantined may access five (5) medical accumulated days after first using five (5) paid leave days. Teachers who are unable to receive a COVID-19 vaccine due to a documented medical reason will also have access to this benefit.

## **Section 2: Professional Leave**

A Teacher may apply to the Board for professional leave to attend professional meetings and/or conferences. The Board may elect to pay expenses for any approved professional leave and shall pay all allowable expenses when the Teacher is asked to attend a meeting or conference by the Board.

## **Section 3: Maternity Leave**

A teacher who is pregnant may continue in active employment as late into pregnancy as the teacher wishes, if the teacher can fulfill the requirements of the teacher's position. All or part of a maternity leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at the teacher's discretion, to the teacher's available sick days. However, the teacher is not entitled to take accumulated sick days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. In the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately on the teacher's request and the certification of the emergency from an attending physician.

## **Section 4: Paid Parental Leave**

Any teacher who becomes a parent may utilize five (5) days of paid leave immediately following the birth or adoption of the child.

### **Section 5: Unpaid Parental Leave**

Any teacher who becomes a parent may be granted an unpaid leave of absence of up to one (1) year following the birth or adoption of the child, if s/he notifies the Superintendent at least thirty (30) days before the date on which s/he wishes to start his/ her leave, unless extenuating circumstances approved by the Superintendent require shorter prior notice. Such notice shall include the expected length of this leave, and a copy of the birth certificate of the newborn or applicable adoption documents. A teacher's right to Parental Leave will be coordinated with the teacher's rights under the Family Medical Leave Act and any applicable leave policies adopted by the Board.

### **Section 6: Funeral/Bereavement Leave**

A Teacher is entitled to funeral leave with pay for each death in the immediate family for a period of five (5) contract days.

Immediate family in this section is interpreted to mean parent, spouse, child, brother, sister, grandparent, grandchild, aunt, uncle, or any previously listed relative by marriage, or any person living in the Teacher's household on a permanent basis.

Funeral leave with pay is available only within the fourteen (14) calendar days after the date of death. In cases where a memorial service is held at a later date, the leave may be applied for that service with appropriate documentation; the total number of days allowed is not to exceed five (5) days and must fall within six (6) months of the death.

### **Section 7: Leave for Court Duty**

Teachers may be excused for jury duty or when subpoenaed to appear as a witness in court. The Teacher will be given his/her regular salary less the total amount of per diem allowance earned for services during such duty. It is the Teacher's responsibility to supply the Board with the necessary documentation to verify the subpoena and the payment amount.

### **Section 8: Poll Worker Leave**

Teachers may be excused for working at the polls on Election Day without loss of a paid leave day. It is the Teacher's responsibility to supply the Board with the necessary documentation to verify the day's activity at the polls.

### **Section 9: Association Leave**

The Association President or his/her designee shall be provided with eight (8) Association leave days with pay for the school year to conduct Association business.

## **Section 10: Insurance Business Leave**

The Association will be provided with eight (8) leave days with pay to attend to insurance business and to attend insurance meetings on behalf of the Association.

## **Section 11: Personal Injury Leave**

A Teacher acting in an official capacity during contracted times who is attacked or injured by a student, parent, or intruder shall not be charged for leave days and shall receive the difference between his or her salary and benefits received under the Indiana Workman's Compensation Act until the Teacher is medically able to return to a classroom teaching assignment or other similar professional capacity or until the Teacher qualifies for long term disability.

## **Section 12: Personal Leave Buy Out**

The Board will contribute an amount equal to the daily rate of pay for substitute teachers into the teacher's Section 401(a) account for each unused paid leave day over one-hundred (100) days for each teacher who has at least one-hundred (100) accumulated paid leave days as of the beginning of the Plan Year. Notification of this transfer of funds will be included with the first pay of the new Plan Year.

## **Section 13: Voluntary Sick Leave Bank**

A voluntary sick leave bank shall be available. The Association and Board shall agree to the structure and guidelines of the bank as stated in Appendix A.

## **ARTICLE VI: GRIEVANCE PROCEDURE**

The parties agree that a grievance, which arises out of the application or interpretation of this agreement, shall be resolved in accordance with the grievance procedure described as follows:

A grievance is defined as an alleged violation or misinterpretation of a specific article or section of this Agreement.

### **STEP ONE:**

- A. Within ten (10) working days of the time that the grievant knew, or reasonably should have known of the grievance, the grievant shall present the grievance to the building principal or appropriate administrator during non-student instruction hours. The grievant may have an Association Representative accompany him/her in presenting a grievance.
- B. Within three (3) contract days after presentation of a grievance, the administrator

shall orally respond to the grievant.

STEP TWO:

- A. Within five (5) contract days of the oral response, if the grievance is not resolved, the grievance shall be stated in writing, signed by the grievant, and submitted to the building principal or appropriate administrator on the grievance procedure form. (Appendix B)
- B. The grievance procedure form shall:
  - 1. name the Teacher involved;
  - 2. identify the specific provision of the Agreement alleged to be violated;
  - 3. state the facts giving rise to the grievance; and
  - 4. indicate the specific relief requested.
- C. Within five (5) contract days after receiving the written grievance, the administrator shall communicate his/her answer in writing to the grievant.

STEP THREE:

- A. If the grievance is not resolved in Step Two, the grievant may, within five (5) contract days of receipt of the written response, appeal to the superintendent or his/her designee by filing the grievance and the answer, along with any written response of the grievant with the superintendent or his/her designee.
- B. The grievant shall receive a written answer no later than ten (10) contract days after submission of any written grievance properly filed with the superintendent or his/her designee.

STEP FOUR:

- A. Within ten (10) contract days after receiving the decision of the superintendent or his/her designee, the grievant may appeal the Superintendent's decision to the Board. The Board shall hold a hearing on the grievance and render its decision in writing to the grievant.
- B. The Board may not consider any evidence not presented in Step Three.

HEARINGS:

Hearings shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Hearings shall be conducted during non-school hours, unless the parties mutually agree to other arrangements.

TIME LIMITS:

- A. Time limits herein may be extended only by mutual written agreement, signed by both parties.
- B. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step.
- C. Any grievance not advanced from one-step to the next within the time limits shall be deemed resolved by the answer at the previous step.
- D. Any grievance, which arose prior to the effective date of this Agreement, shall not be processed.
- E. Any grievance not presented in STEP ONE within ten (10) contract days of the time the grievant knew or reasonably should have known of the grievance, or any grievance not submitted in writing in STEP TWO within six (6) contract days of its submission in STEP ONE, shall be deemed waived and shall not be processed.

STATE AND FEDERAL LAW:

- A. Nothing contained herein shall deny to any employee rights under State or Federal Constitutions and laws.
- B. No Teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision of the Board or Administration is pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.

**ARTICLE VII: RETIREMENT BENEFIT PROVISION**

**Section 1: Eligibility**

To be eligible for the retirement benefit a Teacher must:

- A. currently be employed by the Clark-Pleasant Community School Corporation and be at least forty-nine years of age, or younger if physically disabled or unable to perform assigned teaching responsibilities, as certified by a licensed physician, and meets the guidelines for the Indiana State Teachers Retirement Fund with the most recent fifteen years immediately preceding retirement in the Clark-Pleasant Community School Corporation;



- B. Be at least fifty (50) years of age on January 1 of the first year of retirement;
- C. makes application to the Board by July 31 preceding year of retirement or by the completion of the Teacher's final year of teaching; and
- D. sign a final agreement with the Board, which specifies the retirement pay and states, the agreement is void if the Teacher signs a Regular Teacher's Contract in another public school corporation in Indiana.

## **Section 2: 401(a)/403(b) Plan**

Effective September 1, 2001, the Corporation shall make contributions to a retirement plan qualified under Section 401(a) of the Internal Revenue Code (the "401(a) plan") in accordance with paragraphs A through C below. A bookkeeping account ("Account") shall be maintained to reflect the contributions, and any earnings thereon, on behalf of each Teacher eligible to receive such contributions. Each Teacher's Account shall be fully vested at all times.

### **A. Group 1**

For (1) each Teacher who has attained age forty-five (45) as of December 31, 2000, and who has completed at least fifteen (15) "Years of Service" with the Corporation as of December 31, 2000; (2) each Teacher who has not attained age forty-five (45) as of December 31, 2000, but who has completed fifteen (15) "Years of Service" with the Corporation as of December 31, 2000, and who did not make an election prior to April 1, 2001 to receive Matching Contributions; or (3) each Teacher who has attained age forty-five (45) as of December 31, 2000, and who will have completed fifteen (15) "Years of Service" with the Corporation as of August 31, 2011, and who did not make an election prior to April 1, 2001 to receive Matching Contributions, the Corporation shall contribute an amount equal to the present value of the Teacher's "adjusted retirement benefit" amortized over the period beginning on the ending of the last day of the plan year during which the Teacher is expected to satisfy the "Rule of 85"; provided, however, that such amortization period shall not be longer than ten (10) years. A Teacher is deemed to have satisfied the "Rule of 85" when that Teacher's age and all years of Indiana teaching experience, when added together, total at least 85.

The first amortization amount will be contributed to each Teacher's Account no later than December 31, 2001. Thereafter, a payment of one-half (1/2) of the annual amortization amount will be contributed to the Teacher's Account on or before each June 30 and December 31 until the final payment, equal to one-half (1/2) of the annual amortization amount, is contributed.

For purposes of this paragraph A, the present value of the adjusted retirement benefit shall be determined as of July 31, 2000 using an interest factor of nine percent (9%) per annum compounded annually and assuming that each Teacher

will retire upon attainment of age fifty-eight (58).

For purposes of this paragraph A, the term "adjusted retirement benefit" shall be:

Effective August 1, 1997, a Teacher's retirement pay shall be the lesser of:

- a. Twenty-five percent (25%) of the retiring Teacher's last annual base pay on the regular teacher salary schedule; or
- b. Twelve Thousand Ninety-Six Dollars (\$12,096) in 1999-2000 and Thirteen Thousand Nine Hundred Eighty-Six Dollars (\$13,986) in 2000-2001 increased by units of twenty-percent (20%) for each year after the 1997-1998 school year.

The maximum retirement pay shall be seven (7) annual payments or until the Teacher is eligible for full Social Security entitlement.

When a Teacher, in active service dies, or dies while receiving retirement pay, one-hundred percent (100%) of the retirement pay the deceased Teacher would have received shall be paid to the Teacher's named beneficiary according to the final agreement specified in Article VII, Section 1 of this Agreement. The beneficiary shall be the same as named on the Teacher's current Indiana State Teachers Retirement Fund account.

#### **PLUS**

Severance benefit equal to One Hundred Dollars (\$100.00) for full time Teachers, or Fifty Dollars (\$50.00) for part-time Teachers, multiplied by the number of accumulated paid leave days remaining at the end of the final contractual period plus One Hundred Fifty Dollars (\$150.00) multiplied by the number of years of service as a Teacher in the Clark-Pleasant Community School Corporation, limited to forty percent (40%) of the Teacher's Base Salary on the year the Teacher retires.

#### **MINUS**

The anticipated post-retirement Section 125 plan contributions of Five Thousand Dollars (\$5,000) per year for seven (7) years.

If a Teacher with an amortized adjusted retirement benefit under this paragraph A retires during his or her amortization period (i.e. before the final amortization installment of the adjusted retirement benefit is contributed to the plan for that Teacher), the Teacher shall be entitled to an amount in addition to the amortization amounts previously contributed to the 401(a) Plan. The additional amount to which the Teacher is entitled is equal to the total remaining amortization payments described above for that Teacher that have not yet been (and will not be) contributed to the 401(a) Plan, including any amortization payments that were not contributed to the 401(a) Plan due to the limitations imposed by Section

415 of the Internal Revenue Code, through the Teacher's final school year of employment, without any interest discounting. This additional amount will be paid to the Teacher as follows:

1. Up to Two Thousand Dollars (\$2,000) of such additional amount shall be paid to the Teacher in cash as taxable income in the final year of employment.
2. Any remaining additional amount shall be contributed to the Teacher's Account under the 401 (a) Plan during his or her final year of employment, subject to the limitations imposed by Section 415 of the Internal Revenue Code.

B. Group 2

For each Teacher who made an election prior to April 1, 2001 to receive Matching Contributions, the Corporation shall contribute a "Matching Contribution" equal to the amount of the Teacher's 403(b) Contribution, up to a maximum of three percent (3%) of the Teacher's school year base salary. A Teacher may waive this Matching Contribution by not electing to contribute to the 403(b) annuity plan and by electing to waive the Matching Contribution.

C. Group 3

For (1) each Teacher hired on or after April 1, 2001, and (2) any Teacher not described in A or B above, the Corporation shall contribute a Matching Contribution equal to the amount of the Teacher's 403(b) Contribution up to the maximum Matching Contribution for that Teacher, expressed as a percentage of the Teacher's school year base salary, based on that Teacher's length of service with the Corporation as shown in the table below:

Completed Years of Service with Corporation	Maximum Matching Contribution - Calculated as a percentage of the teacher's base salary.
Less than 3 years	1.00%
At least 3 years but less than 6 years	1.50%
6 or more years	2.00%

A Teacher may waive this Matching Contribution by not electing to contribute to the 403(b) annuity plan and by electing to waive the Matching Contribution.

For each Teacher hired on or after August 1, 2010, the Corporation shall contribute a Matching Contribution equal to the amount of the Teacher's 403 (b)

Contribution up to the maximum Matching contribution for that Teacher, expressed as a percentage of the Teacher's school year base salary, based on that Teacher's length of service with the Corporation as shown in the table below:

Completed Years of Service with Corporation	Maximum Matching Contribution - Calculated as a percentage of the teacher's base salary.
Less than 3 years	0.50%
At least 3 years but less than 6 years	1.00%
6 or more years	1.50%

If a Teacher dies prior to receiving a complete distribution of his or her Account from the 401(a) Plan, one hundred percent (100%) of the deceased Teacher's account shall be paid to the Teacher's designated beneficiary under the 401(a) Plan.

### **Section 3: VEBA**

Effective January 1, 2005, a Teacher who was hired prior to January 1, 2004, who was employed by the School Corporation on January 1, 2005, and who meets the requirements of Article VII, Section I, subsections A and B, shall be eligible to participate in a VEBA sponsored by the Corporation. The Corporation shall, upon said Teacher's retirement, contribute \$32,086 (which is an amount equal to the present value of \$5,000 paid annually for a seven (7) year period using a discount rate of three percent) to an individual account VEBA on behalf of the Teacher. This contribution may be made from a pooled VEBA. This benefit replaces the benefit previously found in Article VII; Section 4 entitled "Section 125 Plan."

If a Teacher who meets the requirements of Article VII, Section 1, subsections A and B dies prior to establishment of his or her individual VEBA account, the full amount that would have been due the Teacher upon retirement, but without any discount, will be paid to the Teacher's beneficiary as named on the Teacher's current Indiana State Teachers Retirement Fund account rather than to an individual VEBA account. Once the individual VEBA account has been established, if a Teacher dies with an account balance remaining, the account balance may be used for qualified medical expenses by the Teacher's surviving spouse and/or dependents. If no spouse or dependent survives the Teacher, the remaining account balance shall be treated pursuant to the VEBA documents.

### **Section 4: Health Insurance**

Effective September 1, 2001, Teachers who meet the requirements of Article VII, Section 1, subsections A, B, C, and D shall be permitted to participate in the group health insurance program at the time of retirement. The retired Teacher shall receive a Board contribution toward the corporation's group health insurance premium in the amount equal to the annual premium cost of the single health insurance plan.

This Board contribution shall be made each year until the retired Teacher is eligible for

## Medicare Benefits.

In the event that this benefit is re-negotiated or changed at a future date or in future agreements, the parties agree that the health insurance benefit provided in this Section 5, for any Teacher having retired prior to the change in benefit, shall remain unchanged until the Teacher is eligible for Medicare benefits.

When a Teacher dies who is either receiving benefits under this section or is otherwise eligible but has not yet provided notice, and was at the time of death enrolled in a family plan, the Board will continue the annual contributions to the health insurance premiums to the spousal dependent or if no spousal dependent was enrolled will continue the annual contribution in equal portions to any non-spousal dependent(s) who was enrolled in the family plan at the time of death.

The school corporation will continue that annual contribution after the Teacher's death until the earlier of: (1) the year the retired Teacher would have qualified for Medicare Benefits if the Teacher had lived; or (2) the enrolled dependents are no longer eligible for coverage under the group health insurance plan.

### **Section 5: Dental Insurance**

Effective September 1, 2001, Teachers who meet the requirements of Article VII, Section 1, subsections A, B, C, and D shall be permitted to participate in Dental Insurance. The Boards contribution toward the premium shall be equal to the single plan. This contribution shall be made each year until the Teacher is eligible for Medicare Benefits.

The school corporation will continue that annual contribution after the Teacher's death until the earlier of: (1) the year the retired Teacher would have qualified for Medicare Benefits if the Teacher had lived; or (2) the enrolled dependents are no longer eligible for coverage under the group health insurance plan.

### **Section 6: Life Insurance**

Effective September 1, 2001, Teachers who meet the requirements of Article VII, Section 1, subsections A, B, C, and D shall be permitted to participate in group life insurance as specified in Article V, Section 2, of this Agreement until the Teacher reaches Social Security Normal Retirement Age.

### **Section 7: Vision Insurance**

Effective September 1, 2005 Teachers who meet the requirements of Article VII, Section 1, subsections A, B, C, and D shall be permitted to participate in Vision Insurance at the time of retirement with the Teacher contributing Twenty-Five Dollars (\$25.00) toward the annual benefit premium.

### **Section 8: Retired Teachers as Substitutes**

CPCSC certificated retirees who return, as substitute Teachers will receive One Hundred Dollars (\$100.00) per day.

**ARTICLE VIII: EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement at Whiteland, Indiana on this \_\_\_\_ day of October, 2020~~1~~.

The undersigned attest to the following:

1. A public hearing was held in compliance with Indiana Code 20-29-6-1(b) on August 16, 2021, and electronic participation from the parties and/or public was not permitted; and
2. A public meeting was held in compliance with Indiana Code 20-29-6-19 was held on October 5, 2021, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

CLARK-PLEASANT COMMUNITY SCHOOL CORPORATION:

\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_ President, ~~Beth Poe~~ Clark-Pleasant Community  
School Corporation

CLARK-PLEASANT EDUCATION ASSOCIATION:

By: \_\_\_\_\_  
President: Brooke Fuentes

## APPENDIX A: VOLUNTARY SICK LEAVE BANK

The purpose of the Voluntary Sick Leave Bank (hereafter referred to as the Bank) is to provide paid leave to members of the Bank after their accumulated leave has been exhausted and more specifically to provide such leave from the Bank in cases of catastrophic illness.

The Bank shall be administered by a committee titled the "Voluntary Sick Leave Bank Committee" (hereafter referred to as the Committee). This Committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Bank, so long as those rules, regulations and decisions do not modify School Board policy or State or Federal Law. The Committee shall be composed of the following three (3) persons:

1. The Association president or his/her designee (shall serve as chairman),
2. One member of the bargaining unit appointed by the Association president.
3. The superintendent or his/her designee.

Should a vacancy occur on the Committee, a replacement for the vacant position shall be appointed by the authority making the original appointment.

Enrollment in the Bank shall be open only from July 1 to August 31 annually or only during the first four (4) weeks following the first day of employment for anyone employed after August 31st.

Membership shall be open to all Teachers who wish to participate by contributing the required number of paid leave days. Teachers employed under a temporary contract shall not be eligible for membership.

The Bank shall be administered by the Committee in accordance with the following rules:

1. The Bank shall remain operational only as long as fifty percent (50%) or more of the Teachers have shown their willingness to participate in the Bank by contributing the required number of paid leave days to the Bank.
2. The Bank may be used only by an individual contributor for his/her personal illness or the illness of a member of the immediate family.
3. Days from the Bank may be used only for the teacher's contract days scheduled for the regular school year.
4. Any Teacher wishing to participate in the Bank shall initially donate one paid leave day of his/her accumulated leave to the Bank. Additional days may be required by the Committee.
5. If the number of days in the Bank falls below sixty (60) prior to May 31 of the current school year, each member shall be required to donate one (1) additional paid leave day to the Bank.

6. All days, once donated to the Bank, become the property of the Bank and may not be refunded to the teacher.
7. All requests to withdraw paid leave days from the Bank must be submitted in writing to the Committee on the "VOLUNTARY SICK LEAVE BANK APPLICATION".
8. A Teacher may not withdraw days from the Bank until his/her own accumulated paid leave is depleted and a five-day period without pay is completed. In cases involved recurring or prolonged occurrences of a catastrophic illness that spans into the following school year, if the teacher had returned to work and earned additional leave days, those days must be used, but there is no need to have an additional five-day period without pay. When said teacher approaches the depletion of the newly granted leave days, he/she should present the documentation necessary for the committee to review his/her case so that no days without pay will pass.
9. Days from the Bank may only be used for extended illness, disability, or as a result of an injury occurring during assigned duties. (The Committee shall generally consider an extended illness or disability as one that involves ten (10) or more contract days.)
10. Periodic reviews by the Committee shall be made. No use may extend more than forty-five (45) calendar days without review by the Committee.
11. Days from the Bank may not be granted to an employee for the period covered by Worker's Compensation or Long Term Disability Insurance.
12. Days granted from the Bank shall be paid to the employee at a rate equal to the teacher's regular daily rate of pay for the regular pay period.
13. The Committee shall review and recommend approval or denial of all requests within ten days after such request is received. The Committee shall also make its decision known to the applicant within this ten-day period.
14. A member may be required to furnish a medical report from a licensed physician at any time before or during the time of use of the Bank. The medical report shall be at the member's expense.
15. A member who has used days from the Bank shall be required to repay those days to the Bank at a rate of five (5) days per year until all days have been repaid. Days granted as a result of an injury occurring during assigned duties do not have to be repaid. For participants with a recurring illness, the repayment of days will be contingent on the individual's availability of days.
16. All decisions of the Committee are final and not subject to the grievance procedures specified in Article VI.



**CLARK-PLEASANT COMMUNITY SCHOOL CORPORATION VOLUNTARY SICK  
LEAVE BANK APPLICATION**

Name \_\_\_\_\_ Date \_\_\_\_\_

Did you consult a physician? \_\_\_\_\_ If Yes, Name of Physician: \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

Date(s) of consultation: \_\_\_\_\_

Describe nature of illness: \_\_\_\_\_

Are you being paid under Worker's Compensation? \_\_\_\_\_ Were you hospitalized? \_\_\_\_\_

If so, where? \_\_\_\_\_

If you were confined other than in a hospital, give the name, address and phone number of place of confinement: \_\_\_\_\_  
\_\_\_\_\_

Dates of Confinement: \_\_\_\_\_

\* List below the five scheduled work days absent without pay.

	Month	Day	Year
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

\_\_\_\_\_  
**Signature**

Mail application form to:

Voluntary Sick Leave Bank  
CLARK-PLEASANT COMMUNITY SCHOOL CORPORATION  
50 Center Street  
Whiteland, Indiana 46184

**CLARK-PLEASANT COMMUNITY SCHOOL CORPORATION VOLUNTARY SICK  
LEAVE BANK ENROLLMENT FORM**

Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

I wish to participate in the Voluntary Sick Leave Bank established by the Board of Education of the Clark-Pleasant Community School Corporation.

I have read the description of the Bank and the various operating rules. As a condition to my application, I specifically acknowledge and agree that the granting of days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Committee and that all decisions of the Committee are final. I further agree to abide by such decisions and to indemnify and hold harmless the Clark-Pleasant Community School Corporation, the Committee, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by them concerning this application.

I hereby authorize the administration office to deduct one day from my accumulated paid leave and voluntarily contribute that day to the Voluntary Sick Leave Bank.

Signature \_\_\_\_\_ Date \_\_\_\_\_

-----

I do not wish to enroll in the Voluntary Sick Leave Bank at this time.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX B: GRIEVANCE PROCEDURE FORM**

NAME OF GRIEVANT

\_\_\_\_\_

PROVISION OF AGREEMENT VIOLATED

ARTICLE ---

SECTION ---

STATEMENT OF GRIEVANCE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SPECIFIC RELIEF REQUESTED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE CAUSE OF GRIEVANCE OCCURRED

\_\_\_\_\_

DATE STEP ONE INITIATED

\_\_\_\_\_

DATE OF STEP ONE RESPONSE

\_\_\_\_\_

DATE STEP TWO INITIATED

\_\_\_\_\_

DATE OF STEP TWO RESPONSE:

\_\_\_\_\_

DATE STEP THREE INITIATED

\_\_\_\_\_

DATE OF STEP THREE RESPONSE.

\_\_\_\_\_

DATE STEP FOUR INITIATED

\_\_\_\_\_

DATE OF STEP FOUR RESPONSE

\_\_\_\_\_

\_\_\_\_\_

DATE STEP FIVE INITIATED

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DATE OF STEP FIVE RESPONSE.

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SIGNATURE \_\_\_\_\_ DATE

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## **APPENDIX C: ECA SALARY SCHEDULE**