

**MASTER CONTRACT AGREEMENT**

**BETWEEN**

**THE BOARD OF SCHOOL TRUSTEES**

**OF**

**THE CROTHERSVILLE COMMUNITY SCHOOLS**

**AND**

**THE CROTHERSVILLE CLASSROOM  
TEACHERS ASSOCIATION**

**2019-2021**

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**Whereas**, this Master Contract entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of School Trustees of the Crothersville Community Schools, Crothersville, Indiana, hereinafter called the “Board” and the Crothersville Classroom Teachers Association, an affiliate of the Indiana State Teachers Association and National Education Association, hereinafter call the “Association”, agree as follows:

### **ARTICLE I - RECOGNITION AND DEFINITIONS**

**SECTION 1.** The Board hereby recognizes the Crothersville Classroom Teachers Association as the exclusive representative of all employed Teachers in the School Corporation.

**SECTION 2. Definitions:**

- A. The term “teacher” when used in this contract shall refer to all certified personnel employed by the Board except: The Superintendent, Principals, and Athletic Director, except in cases where the Athletic Director is a teacher for three (3) or more periods of the school day.
- B. The term “Board” and “Association” shall include authorized officers, representatives and agents.
- C. The term “School Corporation,” when used in this Contract, shall refer to the Crothersville Community Schools of the State of Indiana.
- D. The term “Local Association” shall mean the Crothersville Classroom Teachers Association.

### **ARTICLE II - CONTRACT PROCEDURES**

**SECTION 1.** This contract supersedes and cancels all previous agreements whether verbal or written between the School Corporation and the Association as well as any alleged past practices of the School Corporation and this Contract constitutes the entire agreement between the parties.

**SECTION 2.** The parties agree that this Contract shall supersede any rules, regulations, policies, or practices of the Board which would be contradictory or inconsistent with the

terms of this Contract. Any individual contracts between the Board and an individual member of the bargaining unit shall be made subject to this Contract.

**SECTION 3.** Any amendments or agreement adding to, subtracting from, or supplemental to, this Contract shall not be binding upon either party unless it is executed in writing by each of the parties hereto.

**SECTION 4.** If any provision of this Contract or any application of this Contract to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **ARTICLE III - ASSOCIATION AND TEACHER RIGHTS**

**SECTION 1.** The School Corporation agrees to deduct from the salaries of teachers in the bargaining unit, who are members of the Association and for whom the School Corporation has on file by October 15, current payroll deduction authorizations provided by the Association in accordance with state law, the annual dues of the Association in ten (10) equal payments over ten (10) payroll periods. The deductions shall be remitted not less frequently than monthly to the Association. The authorization for payroll deduction of Association membership dues shall be on a continuing basis unless revoked, in writing, by the employee through the Association.

**SECTION 2.** Nothing contained herein shall be construed to deny or restrict to any teacher, rights the teacher may have under the Indiana General School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

### **ARTICLE IV - LEAVE**

**SECTION 1. General Leave:**

A. Each teacher shall be entitled to be absent from work for a total of eighteen (18) days for the first (1<sup>st</sup>) year and fifteen (15) days in each succeeding year without loss of compensation.

1. Unused General Leave at the end of a school year will accumulate as accumulated general leave as follows:

A. All leave requests that extend more than four (4) consecutive days shall be approved by the Superintendent.

Accumulated general leave may be utilized by the teacher for personal illness, quarantined, or "family" illness. "Family", for the purpose of this leave shall mean spouse, children, mother, father, and any other relative living as a member of the household of the teacher.

- B. For maximum purposes of general leave accumulation following the end of the 2007-2008 school year and thereafter, the maximum of one hundred twenty (120) days will be applicable and days in excess of that maximum will be compensated at Eighty Dollars (\$80.00) per day paid into the teacher's VEBA account
- C. The General Leave limitation and transfer as general leave accumulation will be applied at the end of each school year. At the start of each school year, a teacher will have their accumulation up to the maximum and any annual leave entitlement for that school year applied. General leave days accumulated by a teacher, prior to a leave of absence, shall be credited to the teacher upon return. Earned days (qualified used days) taken shall not be held against the teacher during the evaluation process.
- D. A newly employed teacher who has accumulated leave in another school corporation of this state shall receive credit for such leave as follows:
  - 1. There shall be added to the teacher's general leave in the second year of employment with this School Corporation and each succeeding year thereafter three (3) days of general leave until the number of accumulated days to which the teacher was entitled in the last place of employment shall be exhausted.

**SECTION 2. Funeral/Bereavement Leave:**

- A. "Immediate Family" when used in this section will mean employee's husband, wife, child, mother, father, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, and any other relative living as a member of the household of the teacher.
- B. Up to five (5) consecutive school days of absence, without loss of pay commencing with the day after the death of an "immediate family" (*see above*), shall be granted a teacher. These days cannot be extended following a Christmas vacation, spring break, fall break, summer vacation, or other such extended school holiday, break, or recess. A Teacher may use one (1) of these five (5) days on a later date to deal with "immediate family" business concerning the death of the "immediate family" member.

1. Allowance will be available in the event that the funeral is delayed following the death of an “immediate family” as the result of a special circumstance (*ex.-waiting for other members of the family to arrive, transportation of the deceased, weather conditions*).
    - a. In such a situation the employee will be required to list the exact five (5) dates to be taken on a leave form approved by both the building principal and superintendent.
    - b. If additional regular contracted days are taken-off between the death of the “immediate family” and the actual funeral that may exceed the five (5) allowed, they must be charged as personal leave or sick leave days.
  2. If the teacher leaves the teacher's assigned position before *noon*, this will be counted as the first day. If the teacher leaves after *12:00 noon*, the first day starts the following day.
- C. One school day of absence without loss of pay may be granted to a teacher to attend the funeral of any relative or close friend of the teacher or their spouse not covered under *Article VII-Section 4A*. Such a request must be presented on a leave form in writing, first to the principal and then to the superintendent for approval. All other cases will be charged to personal business leave.

### **SECTION 3. Major Disability Leave:**

- A. This policy – Shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration. Such physical disability shall include, among other items, disability arising from major surgery, childbirth, physical illness, mental illness or severe emotional disturbance, causing a disability for more than three (3) weeks.
- B. Use of Term – The masculine gender shall include the feminine wherever required by the context in which this policy is applied.
- C. Anticipated Disability – Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply:
  1. The teacher requesting leave shall notify the Office of the Superintendent of the expected time of leave as soon as reasonably possible.
  2. The School Corporation may request the condition of the employee, and when the time leave shall begin, and the teacher’s ability to continue teaching, on a statement from the teacher’s physician.

3. Any teacher who is pregnant may continue in active employment as late into the pregnancy as she desires and as she is able to fulfill the requirements of her profession. Temporary disability caused by pregnancy is to be governed by the same provisions governing sickness and by the following:
  - a. Any teacher who is pregnant is entitled to a leave of absence anytime between the commencement of her pregnancy and one year following the birth of the child if, except in a medical emergency, she notifies the superintendent of the School Corporation in which she teaches at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the superintendent of the expected length of this leave including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn if it is applicable. In the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave as otherwise provided in this section immediately upon her request and certification of the emergency from an attending physician.
  - b. All or any portion of a leave taken by a teacher because of a temporary disability caused by a pregnancy may be charged at her discretion to her available sick leave. A certificate of inability to perform teaching duties, signed by the teacher's physician, must be presented with the request for sick leave under this provision. After her available sick leave has been used, the teacher may be absent without pay subject to *section A* of this section.
  - c. This leave may be taken without jeopardy to reemployment, retirement, and salary benefits, permanent or semi-permanent teacher status, and seniority rights.
- D. Time of Return to Teaching Duties – Subject to the notice and other requirements set out in *paragraph d following*, the teacher may resume teaching duties at such time as in the opinion of the teacher and the teacher's physician that the teacher is able to resume teaching. The School Corporation may, at its option, require the certificate of the physician to this effect.
- E. Notice of Return to Teaching – As soon as reasonably determinable after the commencement of this disability leave, or within sixty (60) calendar days of the termination of this disability, the teacher shall notify the Office of the Superintendent of the time of return to teaching or of the fact that the teacher does not intend to resume teaching, duties, and shall, if intending to return to teaching, keep the School Corporation advised of any change in such return

time. If requested by the Superintendent of Schools, the teacher shall furnish the School Corporation proof of his continued disability at any time during such disability. Unless waived by the School Corporation, the teacher shall not be entitled to return to teacher duties unless at least two (2) calendar weeks' notice is given by the teacher of the intention to return to work, and the return to work shall be coincidental with the beginning of a grading period so as to insure continuity of the educational program.

- F. Position to Which Teacher Returns** – Upon a teacher's return to work, the School Corporation shall assign the teacher to the same position held by such teacher when leave commenced, except in the following instances:
1. Where the position and such substantially similar positions have been filled by a teacher pursuant to a temporary or regular teaching contract.
  2. Where the return is within six (6) weeks of the end of a semester.

In either such event, the teacher shall be assigned a teaching position in the following order of preference: to a substantially similar position, to any available position for which the teacher is qualified, or to a position as a full-time substitute. Such alternate assignment shall extend solely to the end of any current semester if the disability began with such semester. In any case, the teacher, if otherwise entitled to a contract at the commencement of the next school year, shall be assigned in accordance with the policies and applicable law governing reassignment as though the teacher had taken no leave subject, however, to dismissal for reduction of staff in accordance with the procedures under applicable law.

- G. Limitations** – A leave of absence may begin at any time after it becomes apparent that the disability is forthcoming, but in no event shall a leave be granted for more than one (1) calendar year.
- H. General Leave** – This leave is intended to be in the nature of leave for extended sickness. For this reason, any teacher taking leave of absence under this policy may use any days of general leave which the teacher has accumulated under **Article IV, Section 1** or under the School Corporation's leave policy, but shall be required, at the option of the School Corporation, to present a doctor's certificate of disability to justify such use of accumulated leave days.
1. Unless directed otherwise, and in order to comply with any State requirements for payment of ordinary leave, the teacher shall in requesting leave under this policy choose what time shall be allocated as ordinary general leave and shall indicate on the teacher's request for leave under

this policy the beginning and ending dates for such ordinary leave, so that the time of ordinary leave can be clearly distinguished from the major disability leave.

2. The dates for ordinary leave shall fall outside the dates of the major disability leave and the ordinary leave shall be taken prior to or at the conclusion of the time to be allocated as major disability leave.

**SECTION 4. Returning from Leaves of Absence:**

- A. A teacher returning from a leave of absence covered by this *Article* shall be given a position in the school system which is in keeping with the teacher's certification or position as a full-time substitute. A teacher whose leave of absence was not anticipated to, and did not in fact, exceed sixty (60) calendar days, shall be reinstated to the same teaching position. Teachers from leaves of absence shall retain all of the accumulated rights and benefits to which they were entitled at the time the leave began.

**SECTION 5. On the Job Injury:**

- A. A teacher who is absent from work because of injury received on the job receives regular pay from the teacher's accumulated general leave the first five (5) days (chargeable against general leave). After the first five (5) days the teacher will be paid by the School Corporation the difference between Workman's Compensation and his regular pay not to exceed the total dollar value of his total accumulated general leave.

**SECTION 6. Jury Duty Leave:**

- A. When requested, a teacher may serve on jury duty. The Board shall pay the teacher the teacher's full salary less any daily remuneration granted by the court. Pay for court incurred expenses shall not be considered as court pay and shall not be deducted from the teacher's salary, provided, however, the teacher will join with the School Corporation in requesting the court for excuse from jury duty, when in the opinion of the School Corporation, the teacher's absence would create a hardship on the educational program.

**SECTION 7. Professional Leave:**

- A. Teachers, upon request to their Principals and subject to approval by the Board, may be granted paid professional leave to attend meetings, seminars and professional conventions. This leave shall not be deducted from sick or personal leave.

**SECTION 8. Adoptive Leave:**

- A. Adoptive leave shall be granted up to a period of one (1) school year. Upon notification of impending adoption, the employee shall notify the superintendent of the teacher's intent. The period of leave shall commence when the child is physically turned over to the parent. Accumulated general leave of six weeks (30 days) maximum may be used for this leave.

**SECTION 9. Association Leave:**

- A. The Association shall be granted five days (5) of paid leave time for the transaction of lobbying and conducting of Association business. Use of these days shall be during a regularly scheduled school day and at the discretion of the Association President. The use of these days must be approved by the Association President. In cases other than an emergency, Association leave days shall be applied for at least twenty-four (24) hours in advance.

**ARTICLE V - SICK LEAVE BANK**

**SECTION 1.** The purpose of the Sick Leave Bank is to relieve its members from undue financial burdens due to absence from work on a long-term basis due to illness, injury, or incapacitation sufficiently severe that it would make their presence in school inadvisable.

- A. Each bargaining unit member in the Corporation may contribute, during any appropriate enrollment period, one (1) day of such employee's unused general leave to the Sick Leave Bank. Enrollment shall be open from the first day of school until September 30<sup>th</sup> of each school year. An employee hired by the Corporation after the annual enrollment period has passed shall have thirty (30) days from the day of employment to enroll in the Sick Leave Bank. All new members to the Sick Leave Bank shall contribute one (1) day per school year for each of the first three years of Sick Bank membership, regardless of the total number of days in the Sick Leave Bank. Enrollment in the Sick Leave Bank shall be on the prescribed form.
- B. Employees may contribute only actual unused days of general leave to the Sick Leave Bank.
- C. Once an individual contributes a day or days to the Sick Leave Bank, such contribution shall not be refundable regardless of any subsequent loss of membership or resignation of membership by the individual and regardless of any change in the individual's employment status.

- D.** This shall be strictly a voluntary Sick Leave Bank, and no employee shall have any liability or obligation to maintain his or her membership or to pay or contribute general leave days to the Sick Leave Bank or to any individual at any time when the Sick Leave Bank has become exhausted.
- E.** The School Corporation shall contribute no days, whatsoever to the Sick Leave Bank, nor shall the Corporation itself fund the Sick Leave Bank, in any other manner. Furthermore, the School Corporation shall in no event have any liability or obligation to pay sick leave days to or fund the Sick Leave Bank at any time when such Sick Leave Bank has been exhausted.
- F.** Membership shall be on an annual basis, and the employee must be actively serving the teacher's position at the time of enrollment to be eligible for membership.
- G.** Sick Leave Bank benefits shall be used for the personal illness, quarantine, or disability of the member only. Each use of the Sick Leave Bank must be supported by a written request for its use from the Sick Leave Bank Member and must be accompanied by a physician's statement substantiating the absence, indicating the nature of the illness and giving a prognosis for the teacher's return to work.
- H.** A person will not be able to withdraw days from the Sick Leave Bank until the teacher's own accumulated general leave days are depleted.
- I.** An individual member who wishes to use the Sick Leave Bank must wait at least five (5) working sick days without pay before use of the Sick Leave Bank will be authorized; these days are not reclaimable from the Sick Leave Bank.
- J.** An individual shall be entitled to twenty (20) days or the number of days of their own accumulated general leave at the beginning of the school year, whichever is larger. Requests for additional days beyond these limits will be dealt with on an individual basis by the sick leave bank committee. Days from the sick leave bank must be used concurrently or the five (5) day waiting period will apply for each request. Exceptions to this shall be dealt with on an individual basis by the sick leave bank committee.
- K.** Applications for Sick Leave Bank usage shall be treated on a first-come, first-serve basis. In addition, several people may draw on the Sick Leave Bank simultaneously.

- L. Days taken from the Sick Leave Bank shall apply only to those days on which a teacher would receive pay if the teacher were not under disability.
- M. Sick Leave Bank benefits shall not be paid for any day on which the teacher takes any type of leave or attempts to combine fringe benefits (including but not limited to any Long Term Disability Insurance benefit), if such taking of leave or combination of benefits would operate in a manner such that the teacher would, should Sick Leave Bank benefits be paid, draw “double” or otherwise increased pay for any day.
- N. The Sick Leave Bank shall not operate in any manner such that any teacher receiving workmen’s compensation benefits receives either more or less than the teacher’s regular pay, nor shall it operate in any other circumstances such that the teacher receives on behalf of any particular day either more or less than the teacher would have received should that day have been worked.
- O. The Sick Leave Bank shall be administered by a committee of three (3) members appointed by the president of the Association and two (2) members appointed by the superintendent. Each committee member shall be appointed for one (1) year and may be re-appointed each succeeding year.
- P. The Sick Leave Bank committee may grant, deny, or suspend grants of sick leave days from the bank. Its judgment or decision will be final.
- Q. Persons withdrawing sick leave days from the bank will not be required to replace these days.
- R. Unused Sick Leave Bank days will be carried over to the next school year. No contribution from current members will be needed, except as herein provided in *Section 1A*, if the number of days carried over is one hundred fifty (**150**).
- S. The Sick Leave Bank shall not be used for childbirth/maternity leave, unless there are medical complications for the member that arise from the childbirth.
- T. The School Corporation shall provide the Association, upon a written request of the Association, a status report on the Sick Leave Bank. Such status report shall include names of bargaining unit members participating in the Sick Leave Bank, the number of days in the Sick Leave Bank, number of days used to date from the Sick Leave Bank, and any other information the Corporation keeps relative to the records of the Sick Leave Bank.

## **ARTICLE VI - INSURANCE**

**SECTION 1.** The Board will pay the following towards the group health insurance premiums:

	<b>HSA3 – PER MONTH</b>	<b>HEALTH SAVINGS – 7 PER MONTH</b>
SINGLE	379.44	542.95
EMPLOYEE/SPOUSE	905.97	880.45
EMPLOYEE/ CHILD(REN)	689.01	670.51
FAMILY	1028.97	986.20

Effective with the new premium year, the Board shall pay the following amount:

	<b>HSA3 – PER MONTH</b>	<b>HEALTH SAVINGS – 7 PER MONTH</b>
SINGLE		
EMPLOYEE/SPOUSE		
EMPLOYEE/ CHILD(REN)		
FAMILY		

The Board shall pay 100% of the premium to provide those teachers in the group health program with \$45,000 term life and ADD (Accidental Death and Dismemberment), and those teachers who do not participate in the group health insurance program with \$50,000 term life and ADD except for \$1.00 per year. The Board shall pay a \$10,000.00 payment to one beneficiary or a total of \$10,000.00 divided equally to multiple beneficiaries on a teachers Life Insurance policy. This \$10,000.00 payment will take place in the year of an accidental death of an employed teacher. All language pertaining to or referencing this \$10,000.00 payment will expire on the expiration date of this contract.

**SECTION 2.** Each teacher shall be covered by a long term disability insurance program paid for by the Board that provides for a benefit up to 66 2/3 of salary to age sixty-five (65) not to exceed \$5,000 per month. The elimination period is ninety (90) days.

**SECTION 3.** Any teacher that retires under the early retirement Rule of 85 and has completed fifteen (15) continuous years with Crothersville Community Schools will be eligible for participation, at their expense, in the school corporation’s group health

insurance plan as a retiree until the retired teacher is eligible for Medicare. In order to be eligible to participate in the School Corporation's group health insurance plan as a retiree, an eligible teacher must also be enrolled in the plan at retirement or submit a written notice within ninety (90) days after the teacher's retirement date.

- A. A teacher may use their Crothersville Community School Corporation's Retirement VEBA to pay for their health insurance premiums during retirement. Should the Retirement VEBA not be able to pay the retiree's health insurance premiums, then the retirees must submit the premiums to the School Corporation one month in advance.

## **ARTICLE VII - COMPENSATION AND EXPENSES**

**SECTION 1.** The salaries for extra-curricular activities are set forth in *Appendix B*. for the 2019-2020 school year.

- A Extra-Curricular employees will be paid at the end of the school year or at the end of the season of the sport for which they are employed. The total compensation will be paid in one installment.

**SECTION 2.** Any teacher required by the School Corporation to use the teacher's private automobile for assigned school duties shall be reimbursed for expenses at the rate of fifty cents (\$.50) per mile where the School Corporation directed or knew of the use of the car. It is understood that reimbursement for coaches transporting athletes shall be deducted from the athletic fund.

**SECTION 3.** An IRS Section 125 Flexible Benefit Plan, Generation 1 of teachers' payment towards insurance premium, will be available to all teachers by January 1, 1992.

**SECTION 4. Attendance Incentive:**

- A. An attendance incentive of Three Hundred Dollars (\$300.00) shall be paid the second pay in July to each teacher with the use of one or less general leave day.

**SECTION 5.** Liability insurance provided by the School Corporation at the date of the Contract shall be continued during the term of this contract.

**SECTION 6. Rehiring a Teacher Who Has Retired from the School Corporation.** Article XII will be applicable to a teacher when a teacher first retires from the School

Corporation and the benefits during retirement would not be affected by a rehire of that retired teacher. Upon rehire of a retired teacher, Article VIII will not be applicable during that employment of a rehired retired teacher in that the benefits will be determined by the first retirement and neither the School Corporation nor the teacher shall make any additional contributions.

## **ARTICLE VIII - RETIREMENT AND BENEFITS**

**SECTION 1.** The teacher must inform the superintendent in writing not later than the date of the signing of the last contract of the teacher's intention to retire. In the event a teacher is unable to give such notice of retirement as required and is forced to retire as a result of ill health, accident, or other unforeseen events, the required notice of retirement shall be waived by the Board on the recommendation of the superintendent.

### **SECTION 2. Crothersville Community School Corporation's Retirement VEBA Plan:**

- A. During the 2007-2008 school year the School Corporation will establish and maintain the Crothersville Community School Corporation's Retirement VEBA Plan ("Crothersville Retirement VEBA Plan"). The provisions for such a program are set forth in the plan document. This plan will be a retirement 501(c)(9) Trust.
- B. Effective with the 2007-2008 school year, the School Corporation will contribute to every teacher under regular contract an amount equal to the percentage of the teacher regular salary on the then effective salary schedule to the teacher's ongoing account in the Crothersville Retirement VEBA Plan:
  - One and three-quarters percent (1.75%) for the 2010-2011 school year and thereafter.
- 1. The School Corporation's contribution will be made monthly.
- 2. Effective with the end of the 2007-2008 school year, the School Corporation will deposit Thirty Dollars (\$30.00) prior to the following August 1<sup>st</sup> for any teacher who has not retired and who has a balance of One Thousand Dollars (\$1,000.00) or less in the Crothersville Retirement VEBA plan as of June 1<sup>st</sup>.
- C. The amount in the ongoing account in the Crothersville Retirement VEBA Plan will vest One Hundred percent (100%) when a teacher has fifteen (15)

years of continuous service with the Crothersville Community School Corporation.

1. If not otherwise vested, a teacher who qualifies for and is receiving benefits from the Crothersville Community School Corporation Long Term Disability Insurance Plan will become vested.
  2. Teachers on approved leave will accrue years of service for vesting if the teacher's approved leave pursuant to the Collective Bargaining Agreement grants service credit for salary schedule placement. Teachers otherwise on leave will not be considered on uninterrupted employment.
  3. Teachers on recall who were laid off by the School Corporation will continue to accrue years of service for vesting until the earlier of the following events:
    - a. Three (3) years on the recall list when the teacher's recall rights terminate **OR**
    - b. Rejects a recall offer to a position for which the teacher is licensed.
  4. In the event that either of the above two (2) events occurs and the teacher has not become vested then the value of the teacher's account will be forfeited to the Plan.
  5. A teacher meeting the above vesting requirement will become fully vested. A teacher whose employment is terminated prior to vesting or who is on recall status and a forfeiting event occurs prior to vesting will have the then current value of the ongoing account forfeited to the Plan and that amount will be utilized as part of the School Corporation's next required contribution to the Plan.
- D.** Upon Retirement the balance of any teacher's unused sick days (maximum 120) will be compensated at Sixty Dollars (\$60.00) per day paid into the teacher's VEBA account.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

### **SECTION 1. Definitions:**

- A. A "grievance" is an alleged violation or claimed misinterpretation of a specific Article or Section of this agreement.

- B. The terms “teacher” and “grievant” include any individual or group of individuals in the bargaining unit.
- C. The term “day” when used in this Article shall mean teacher days (as that term is used in the school calendar or 185 days). During the summer recess, the term shall mean weekdays (Monday through Friday.)

**SECTION 2. Grievant and Representation:**

- A. An individual teacher, or group of teachers, may present a grievance and may do so through the exclusive representative and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance machinery. The adjustments of all grievances shall not be inconsistent with the terms of this Contract.
- B. The Association may file a system wide or class grievance directly at Step 3, subject to the time limits in Step 2, paragraph 3 and 4.

**SECTION 3. Procedure:**

**A. Step One:**

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

1. The teacher may approach the building principal concerned and discuss the matter in his own behalf.
2. The teacher may request that a representative of the Association accompany the teacher and in such case the building supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

**B. Step Two:**

In the event the grievance is not resolved in Step One, the grievant may file a formal grievance in writing with the building principal.

1. The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal, and the school central office.

2. The grievance shall (1) name the other individual(s) involved if any, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this Agreement alleged to have been violated or misinterpreted, (4) state the contention of the grievant with respect to the grievance, (5) indicate the specific relief requested, and (6) be signed by the grievant(s).
3. The form of grievance shall be filed as soon as possible, but any grievance not presented in writing in Step Two within ten (10) days of the time the grievant knew, or reasonably should have known of the grievance shall be deemed waived and shall not be processed.
4. The teacher may request a meeting with the building principal and the Association representative may accompany the grievant. In any event, within five (5) days after receiving the written grievance, the building principal shall communicate his answer in writing to the grievant and the Association representative, and said answer shall be attached to the grievance.

**C. Step Three:**

1. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of receipt of the building principal's answer, appeal to the superintendent, by filing the grievance and the principal's answer, along with a written response of the teacher, if desire, with the office of the superintendent, which shall receipt therefore. Any such response by the grievant shall be attached t the grievance.
2. The teacher may request a meeting with the superintendent, or his designated representative, and the Association representative may accompany the grievant. The superintendent, or his designated representative, shall give the teacher an answer in writing no later than ten (10) days after receipt of the written grievance properly filed with the Office of the Superintendent. Such answer shall be attached to the grievance.

**D. Step Four:**

Within twenty (20) days after receipt of the decision in Step Three, the Association, upon written notice to the Board may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association, pursuant to the following procedure:

1. The two (2) parties, the School Board and the Association, shall attempt to select an arbitrator by mutual agreement, or a method of selecting an arbitrator by mutual agreement. If the two (2) parties cannot agree on the arbitrator, or a method of selecting an arbitrator, within five (5) days after notification is given, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
2. The Association has the right to file a grievance at Step 2-3, bound by the limits therein.

**SECTION 4. Powers of Arbitrator:**

**A. The arbitrator shall have no power:**

1. To add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. To rule on the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
3. To rule in regard to the dismissal of, or the renewal or non-renewal of any contract for any teacher.
4. To rule in regard to any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including but not limited to any matter subject to the procedures specified in the change of teacher employment rights.
5. To charge any practice, policy or rule of the Board, unless such practice, policy or rule shall be in direct conflict with this Agreement.
6. To consider any matter outside the scope of the grievance and its attachments.

- B. The arbitrator shall have the jurisdiction to rule on the arbitration prior to court review. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.**

- C. The decision of the Arbitrator shall be final and binding on the Association, its members, the teachers, the employee or employees involved, the Board and the School Corporation.
- D. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them.

**SECTION 5. Other Provisions Relating to the Grievance Procedure:**

- A. At his option, a teacher may bypass Step One of this procedure.
- B. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not valid basis for evaluations.
- D. Time limits herein may be extended only by mutual agreement, signed by the parties.
- E. Time limits herein apply to teachers on leave of absence other than sick leave, as if such teacher were present and working.
- F. All steps of the grievance procedure shall be conducted during non-regular working hours, or changed by mutual consent.
- G. 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 of the procedure.
- H. 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.
- I. Any grievance which arose prior to the effective date of this Agreement or after the termination date of the Agreement shall not be processed.
- J. No teacher may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew such teacher's contract.
- K. No permanent or semi-permanent teacher shall use the grievance procedure to dispute any action by the Board which is in accordance with state law.

- L.** No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.
  
- M.** In the event the School Corporation comes under any court order or conciliation agreement with the State or Federal Regulatory Commission or Agency the carrying out of which would affect the terms of this Agreement, the parties agree to negotiate in regard to such terms within the scope of this conciliation agreement or order.
  
- N.** The association shall discourage any attempt of its members to appeal to any court or labor board from a decision of an arbitrator.

**ARTICLE X - TERM OF AGREEMENT**

The term of this agreement will be from July 1, 2019 through and including June 30, 2021. In the event the Crothersville Community School Corporation's Total ADM(average daily membership), as determined by the D.O.E. form 30A worksheet for the 2020-2021 school year on the September Count Date, increases by more than 20 students from the previous years September Count Date, the financials only(compensation/benefits) of the contract shall be reopened by request of the School Corporation and the Teacher Association. Barring any of the above occurring, the contract shall not be reopened for the 2020-2021contract year.

BOARD OF SCHOOL TRUSTEES OF  
THE CROTHERSVILLE COMMUNITY  
SCHOOLS

CROTHERSVILLE CLASSROOM  
TEACHERS ASSOCIATION

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
CCTA President

Ratified by the Board on  
\_\_\_\_\_ Date \_\_\_\_\_.

Ratified by the Association on  
\_\_\_\_\_ Date \_\_\_\_\_.

## APPENDIX A-1

### CROTHERSVILLE SCHOOL CORPORATION

#### PERFORMANCE BASED COMPENSATION PLAN

##### A. Starting Salary

The starting salaries for teachers in his/her initial year of employment with the School Corporation will be the appropriate salary placement on the starting salary grid set forth in Appendix A-2. A starting teacher in his/her initial year will receive the starting salary without any Performance Based Compensation adjustment.

##### B. Teacher Performance Based Compensation System

###### 1. General Provisions

###### (a) Evaluation Qualification

- (i) 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 or stipend and remains at their prior year salary.
- (ii) A teacher who is in the first two full school years of instructing students who receives an evaluation of improvement necessary is eligible for a salary increase or stipend.

###### (b) Experience Qualification

- (i) Years of experience – The teacher was employed in the corporation, as a teacher, for at least 120 days in the prior year. (Either worked or paid.)
- (ii) The above qualification factors will be determined based on the 2019-2020 school year.

c. Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement needed will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

d. Salary Range

Effective for returning teachers, the 20192020 salary range will start at a beginning salary of Thirty-Five Thousand Two Hundred Dollars (\$35,200.00) to a maximum salary of Sixty-Five Thousand Eight Hundred Dollars (\$65,800.00).

Effective for returning teachers, the 2020-2021 salary range will start at a salary of Thirty-Six Thousand Three Hundred Dollars (\$36,300.00) to a maximum salary of Sixty-Six Thousand Nine Hundred Dollars (\$66,900.00) after any 2020-2021 raise.

- C. Additionally, teachers who have met the appropriate factor(s) in 20192020 will be placed at the next most highest salary step on the appropriate training column of Appendix A-2.

**APPENDIX A-2**

**CROTHERSVILLE**

**PLACEMENT AND STARTING SALARY GRID**  
**FOR THE 20182019 SCHOOL YEAR**

	BS	MS
A	\$33,000.00	\$35,000.00
B	\$34,100.00	\$36,100.00
C	\$35,200.00	\$37,200.00
D	\$36,300.00	\$38,300.00
E	\$37,400.00	\$39,400.00
F	\$38,500.00	\$40,500.00
G	\$39,600.00	\$41,600.00
H	\$40,700.00	\$42,700.00
I	\$41,800.00	\$43,800.00
J	\$42,900.00	\$44,900.00
K	\$44,000.00	\$46,000.00
L		\$47,100.00
M		\$48,200.00
N		\$49,300.00
O		\$50,400.00
P		\$51,500.00
Q		\$52,600.00
R		\$53,700.00
S		\$54,800.00
T		\$55,900.00
U		\$57,000.00
V		\$58,100.00
W		\$59,200.00

X		\$60,300.00
Y		\$61,400.00
Z		\$62,500.00
AA		\$63,600.00

**APPENDIX B**

**CROTHERSVILLE**

**2018-2019 EXTRA-CURRICULAR PAY SCHEDULE**