# 2022-2023 Master Contract

Between the

#### **Board of Trustees**

of the

Charles A. Beard Memorial School Corporation

and the

Charles A. Beard Classroom Teachers Association

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#### **PREAMBLE**

The Board of School Trustees of the Charles A. Beard Memorial School Corporation, of Henry and Rush Counties, Indiana, hereinafter called the "Board", and the Charles A. Beard Classroom Teachers Association, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "Association", agree as follows:

#### **ARTICLE I**

#### **RECOGNITION AND DEFINITIONS**

#### Section A. Recognition

The Charles A. Beard Memorial School Corporation recognizes the Association as the exclusive representative for all certificated school employees under teaching contracts with the Charles A. Beard Memorial School Corporation for the School Year except the Superintendent, Principals, Assistant Principals, and Athletic Director.

#### Section B. Definitions

- 1. "Teacher" means any certificated school employee under teaching contract with the Charles A. Beard Memorial School Corporation for the School Year who is a member of the Association's bargaining unit.
- 2. The terms "Board" and "Association" shall include authorized officers, representatives, and agents of Charles A. Beard Memorial School Corporation.
- 3. "School Corporation" means the Charles A. Beard Memorial School Corporation of the Counties of Henry and Rush of the State of Indiana.
- 4. "Superintendent" means the chief administrative officer of the School Corporation, or any person(s) designated by him to act in his behalf in dealing with teachers or other employees.
- "Principal" means the administrative head of a school building in this School Corporation, or any person(s) designated by him to act in his behalf in dealing with teachers or other employees.
- 6. "School Year" means July 1 through June 30.

7. "Agreement" means this agreement between the Board of School Trustees of the Charles A. Beard Memorial School Corporation and the Charles A. Beard Memorial Corporation Association.

#### ARTICLE II.

#### SALARY, WAGE, AND WAGE RELATED BENEFITS

Section A. Salary

Any new bargaining unit member hired after joint ratification of this contract will be hired in accordance with Appendix A. based on the level comparable to the placement of a current teacher with the same experience / education.

- 1. The overall teacher salary range before any increases under this agreement is \$40,000 \$66,535.00.
- 2. Eligible teachers will receive a \$2,000 base salary increase for an effective or highly effective evaluation result. All retroactive compensation due teachers shall be paid within 60 days of ratification. The new compensation amount will begin on the following payroll date after the retroactive pay has been processed. Pursuant to IC 20-28-9.5, a teacher rated ineffective or improvement necessary for the previous year will not receive any compensation increase, except for a teacher in the first two (2) full school years that the teacher provides instruction to students in elementary school or high school. If a teacher provides instruction to students in elementary school or high school in another state, any full school year, or its equivalent in the other state, that the teacher provides instruction counts toward the two (2) full school years.
- 3. A newly hired teacher will not be eligible for compensation adjustment under this agreement. The amount that would otherwise have been allocated for the salary increase of teachers rated ineffective or improvement necessary will be re-allocated for compensation of all teachers rated effective and highly effective through a one-time stipend.

#### Section B. Extra-Curricular Activity Pay

The Extra-Curricular Activity Pay Schedule for the designated year is set forth in Appendix B.

#### Section C. ISTRF

The Board shall contribute the teacher's share of the Indiana State Teachers' Retirement Fund (ISTRF) contribution (3%)

#### Section D. Part Time Teacher Payments

Teachers employed on less than a full-time basis during the regular school day who are required by the administration to attend any full school day shall be paid their full daily rate.

#### Section E. Background Checks

The Board shall pay the cost of any and all expanded criminal history checks for current employees that are required by the Board or per LC. 20-26-5-10.

#### Section F. One Time Stipend

The parties agree that the Board, in its discretion, may determine that it is in the best interest of the school corporation to award, and will award, all effective and highly effective teachers a one-time stipend to be paid with a December 2022 payroll.

#### Section G. Stipend for Dual Credit Obtainment

Prior approval of the building principal and superintendent is required to trigger this provision. The Corporation agrees to pay approved teachers a stipend of \$2,500 upon completion of a dual credit certification. The parties anticipate, but understand and acknowledge it cannot and is not being bargained at this time, that a teacher who obtains dual credit certification under this provision and remains employed with the Corporation, along with teaching at least one dual credit course, 3 years following the obtainment of the certification, will receive an additional \$1,000 stipend.

#### **ARTICLE III**

#### **ABSENCE AND LEAVE POLICY**

#### Section A. Sick Leave

- 1. Each teacher shall be entitled to be absent from work on account of personal illness or quarantine, for a total of ten (10) days the first year of employment and for a total of eight (8) days for each year thereafter without loss of compensation. If any one year the teacher is absent on account of personal illness for fewer than the number of days allowed, the remaining days will be accumulated to a total of one hundred and eighty-four (184) days. The Board may require a medical doctor's certificate for any such absence. Sick leave may be taken in units of not less than one-half (1/2) day.
- 2. A teacher may transfer up to three (3) days of accumulated sick leave from another school corporation beginning the second year of employment in the Charles A. Beard Memorial School Corporation and in each succeeding year until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted.
- 3. If at the end of any contract year, a teacher has in excess of 184 sick leave days, he/she shall be compensated at the rate of substitute pay for those excess days.

#### Section B. Sick Leave Bank

- 1. The purpose of the Sick Leave Bank is to relieve teachers from the financial burden of extended absence related to illness or injury that results in temporary disability and the inability of the teacher to perform the duties of employment.
- 2. Any teacher, as defined in Article I of this agreement as eligible for the bargaining unit, is eligible to participate ("Participants") in the Sick Leave Bank.
- 3. The Sick Leave Bank is voluntary and Participants may withdraw at any time.
- 4. A Sick Leave Bank ("SLB") shall be established as follows:
  - a. All teachers eligible under (2.) who are employed for the 2015-2016 school year, prior to the ratification of this agreement are automatically enrolled as Participants without additional contribution of days. All SLB days from the 2014-2015 bank will be rolled into this Sick Leave Bank.
  - b. Teachers hired after the ratification of this contract may voluntarily become Participants of the SLB. To enroll, the teacher shall contribute one (1) day

- of sick leave to the SLB Account ("Account") within the first 30 work days of their employment.
- c. Participants may withdraw, at any time, by notifying the Superintendent in writing.
- d. Teachers who are not enrolled according to (a) or (b) and those who withdraw according to (c) may not participate in the SLB.
- e. All teachers who enroll and who do not withdraw are automatically continued as Participants from year to year.
- f. All days contributed to the Account are permanent. Once a day is placed in the bank it remains in the bank and can only be used under the terms of the SLB.
- g. At such time that the number of days in the Account falls below thirty (30) an obligatory assessment of one (1) additional leave day shall be made upon all Participants.
  - 1. Participants may donate up to two additional days at the time of the assessment.
  - 2. Participants who have no remaining leave to contribute may continue to participate without penalty.
- 5. Eligibility to request leave from the SLB shall be determined as follows:
  - a. Participants must exhaust all current and accrued leave.
    - 1. Participants must make a request in writing to the Superintendent.
    - 2. This requirement may be met by a member of the Participant's immediate family or by the Association on behalf of the Participant.
  - b. Participant must include a signed physician's statement verifying the inability of the Participant to perform the duties of employment.
    - 1. Where possible, this statement should also include the anticipated length of absence.
    - 2. When the length of anticipated absence is unknown or longer than 15 days, the Participant shall present a physician's statement reconfirming continued disability.
  - c. Participants are not eligible if the absence is due to elective surgery.
  - d. Participants may not use the SLB to extend the period of leave beyond the Regular Teacher Contract year in which the leave commenced.
  - e. Participants may use the SLB during the elimination period of the Long

Term Disability ("LTD") coverage provided by the Corporation; however, once a Participant is eligible for LTD, Participants must elect LTD and are no longer permitted to use the SLB while on LTD.

1. The maximum number of days that a Participant may draw from the Bank in any one school year shall be thirty (30) days.

#### Section C. Personal Business Leave

- 1. Each teacher shall be entitled to three (3) days of absence from work for transaction of personal business and/or conduct of personal or civic affairs upon request in writing submitted to the Superintendent of Schools. Said request shall be completed on a form provided by the Board.
- 2. Personal business leave time may be taken in units of not less than one-half (1/2) day.
- 3. At the end of each school year, personal business leave days will be rolled over to a maximum of five (5). Days over the maximum shall be credited to accumulated sick leave.

#### Section D. Emergency Leave (Paid Leave)

- 1. Each teacher, upon approval of the Superintendent, shall be entitled to emergency leave of not more than three (3) days per school year for any of the following reasons:
  - a. Illness in the immediate family, shall be interpreted as being father, mother, father-in-law, mother-in-law, brother, sister, wife, husband, son, son-in-law, daughter, daughter-in-law, grandchild, stepchild, legal guardian of both employee and spouse or any other person living as a permanent member of the teacher's household.
  - b. Death of a relative outside the immediate family or of a close friend not provided for in Article III, Section E.
  - c. An emergency in the home.
- 2. The teacher must promptly submit to the Superintendent a written statement of the reason for such emergency leave.

- 3. Emergency leave may be taken in units of not less than one-half (1/2) day.
- 4. Upon exhausting all emergency days, a teacher may use accumulated sick leave for reasons listed in this Section D.

#### Section E. Bereavement Leave

Each teacher shall be entitled to be absent from work without loss of compensation for a period not to exceed seven (7) consecutive work days from the time of death of a family member, any person domiciled in the teacher's home, or for service as the executor of an estate. These days shall not reduce any accumulated sick leave.

Should the teacher not use all of the allotted days at the time of the bereavement, up to two (2) days remaining of the bereavement leave unused shall be available for the teacher to assist the family with the settlement of estate matters.

The teacher shall also be granted up to three (3) consecutive work days from the time of death of anyone not described in paragraph one of this section. These days shall not reduce any accumulated sick leave.

Bereavement leave shall begin on either the day of the death or the day following the day of death or funeral. When the funeral or memorial service is scheduled to be outside this time period, the teacher may request of the Superintendent or his/her designee to begin the bereavement leave at a time other than the day of death or the day after the death.

#### Section F. Witness Duty

If a teacher is subpoenaed as a witness in court, the teacher shall receive the difference between his daily salary and the compensation, other than mileage reimbursement, actually received for such service. It is the teacher's responsibility to certify the amount of compensation received to the payroll department. If a suit is brought against the Board by any teacher organization, the teacher will only receive compensation if the teacher is subpoenaed as a witness by the Board.

#### Section G. Jury Duty

If a teacher is called to serve on jury duty, the teacher shall receive the difference between his daily salary and the compensation, other than mileage reimbursement, actually received for such service. It is the teacher's responsibility to certify the amount of compensation received to the payroll department.

#### Section H. Sick Leave Due to Pregnancy

All or any portion of leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave.

#### Section I. Professional Leave (Paid Leave)

Requests of professional leave falling outside the parameters established through Discussion will be considered on an individual basis through normal channels. If any professional leave is denied, the teacher will be advised of the reasons for the denial.

#### Section J. Lobbying Leave Days

The Association shall be granted a total of eight (8) days annually without loss of compensation or benefits for use by the Association president or his designee(s) to attend the Indiana General Assembly to lobby on educational matters. Any one member may not exceed three (3) days in one school year.

#### **ARTICLE IV**

#### **INSURANCE AND SEVERANCE BENEFITS**

#### Section A. Workers Compensation Insurance

This School Corporation will carry Workers Compensation Insurance. Any accident occurring within the scope of employment must be reported to the principal, who will fill out the official report form on the accident and file same in the Central Office.

#### Section B. Group Hospitalization Plan or Life Insurance

For each full-time teacher employed under regular contract and appropriately enrolled in this School Corporation's Board approved group insurance plan, up to the amount specified below will be paid by the Board toward the cost of either (1) hospital, surgical, and major medical insurance, or (2) term life insurance in the amount of \$46,000.00 for death benefit with double indemnity death benefit in case of accidental death. The teacher must elect to participate in either such program by executing the proper forms when school opens. If a teacher chooses not to enroll in either such insurance program,

the Board's participating share of premiums will be forfeited. Teachers' health insurance coverage shall start September 1 and continue through August 31 of each school year.

No change in the group health insurance carrier or in the specified plan in effect will occur without the mutual agreement of the Association and the Board.

During the length of the Contract the Association and the Board agree to participate in the State Employees Health Insurance Plan and to abide by the rules specified by such plan while this participation is in force. This includes the amount of premium that is shared by both the teacher and the board.

Maximum Board Payment per Teacher is the maximum amount for all plans as determined by the State Employees Health Insurance Plan and are subject to change as stipulated by the plan rules.

The maximum payment per teacher by the Board on the cost of such term life insurance shall not exceed the payment listed for employee single coverage.

Married teachers having dependents on their policy will be offered one family plan between them. Married teachers having no dependents on their policy shall be required to enroll in two (2) single plans.

#### Section C. Retirement Pay

- 1. Retirement Severance -- Retirement pay shall be provided to a retiring teacher based upon a formula of \$110 per year for service in this School Corporation and \$70 per day of the remaining balance of sick leave and in accordance with the following requirements and provisions:
  - a. Accumulation Sick leave days, for the purpose of retirement pay, may accumulate to a total of one hundred and eighty-four (184) days as set forth in Article III, Section A.
  - b. Notice -- In order to qualify for such retirement pay, the retiring teacher must submit written application to the Superintendent by April 15 of the teacher's last teaching year. This requirement shall be waived for any teacher forced to retire because of health reasons. Payment of such retirement pay shall be made in the retiring teacher's final paycheck received at the end of the retirement year;
  - c. Eligibility-- Teachers hired after August 1, 1981 must be at least age 55, have at least twenty (20) years teaching experience, and have at least ten (10) years teaching experience in this School Corporation in order to qualify under this provision.
  - d. Survivor Payments -- In cases where a teacher dies in active service, the retirement severance shall be paid in a lump sum to the beneficiary as filed with the ISTRF.

#### 2. Retirement Annual Social Security Supplemental Payment

to August 14 of the following year.

Payment. In addition to retirement severance, a retiring teacher shall be entitled to an annual Social Security supplemental payment of four thousand dollars (\$4000).

- a. Exception. A retiring teacher who was not under regular contract on January 1, 2006, shall not be entitled to the Social Security Supplemental Payment.
- b. Method of Payment. Each yearly payment shall be made in two (2) equal amounts on or before September 1 or on or before January 5.
- c. Termination of Payment. Payments shall be made until the teacher is eligible for full Social Security or a maximum of five years, whichever is the lesser. The teacher's supplemental benefit shall be calculated by determining the actual number of years between the age of retirement and the age of unreduced Social Security multiplied by \$4,000 from which the 403(b) offset amount, according to the 403(b) Reference Chart, is subtracted. Once the supplemental benefit has been calculated, the annual payments are determined by dividing the benefit into equal annual installments from the year of retirement until the date of unreduced Social Security, providing that the divisor and the subsequent annual payments shall never exceed five (5). The year the teacher qualifies for full Social Security, the Social Security supplemental payment shall be made on a pro-rated daily basis. The year shall be from August 15
- d. Eligibility. Retiring teachers shall be eligible for the annual retirement benefits if they are at least fifty-eight (58) years of age on or before August 15 of the school year of retirement and have completed at least twenty (20) years of teaching which may include two (2) years of military service as provided by statute with at least the last fifteen (15) years of service in the School Corporation immediately preceding retirement.
- e. Qualification. As a condition of receiving these annual supplemental payments, the retiring teacher agrees that the payments will cease when the teacher enters into a regular or temporary teacher contract with another school corporation under which contributions are required by statute to be made to the Indiana State Teacher Retirement Fund.
- f. Notice. Notice requirements shall be the same required by Article IV, Section C(I)(b).

The annual cost of the retirement severance and the annual Social Security supplemental payments shall be included as they occur in computing the total cost of the Association's negotiated salary and benefit package.

#### 3. Retirement Health Insurance.

- a. Program. Teachers with not less than ten (10) years teaching service in this school corporation and enrolled in the school corporation's health insurance plan shall continue to be eligible pursuant to current law or rule's provision for the health insurance at their own prepaid expense until the date the retired teacher is eligible for Medicare coverage and for the teacher's spouse until he/she is eligible for Medicare coverage.
- b. Notice. Notice requirements shall be the same as required by Article IV, Section C(l)(b).
- c. Eligibility. Eligibility shall be the same as required by Article IV, Section C(l)(c).
- 4. IRS Code Section 403(b) Matching Annuity and Custodial Mutual Funds Plan
  - a. Program. The Board agrees to establish a qualified IRS Code Section 403(b) matching annuity plan ("Plan") for all teachers under the Master Contract. The PLAN may include provisions allowing salary reduction contributions, matching salary settlement diversion contributions, matching employer contributions, and matching employee contributions. Within the provisions of the IRS Code, the PLAN shall be fully and immediately vested for all contributions, shall be portable, and include the availability ofloans and hardship withdrawals.
  - b. Matching Contributions. The Board shall contribute a match of up to 2.5% of a teacher's salary into a qualified IRS Code Section 403(b) annuity plan.

#### Section D. VEBA (Voluntary Employee Benefit Association)

The Board shall establish a VEBA Plan and a VEBA account for each Bargaining Unit employee, and shall contribute an amount equal to two percent (2%) of the teacher's salary from the established salary schedule, into each Bargaining Unit employee's VEBA account. Such deposits shall be made incrementally (2% of the annual amount) on a monthly basis.

The provider of the plan shall be selected as the provided below. Bargaining Unit members will be considered 100% vested in this program.

Steering Committee - The parties' respective bargaining teams shall be empowered to act as the VEBA Joint Steering Committee. The Committee shall have the authority to establish the IRS qualified plan, select the sole vendor for the Board contributed funds by mutual agreement, provide training and information to the participants, and any other function necessary to implementing this subsection.

#### Section E. Group Life Insurance

The Board agrees to make available to all teachers who wish to participate, a group life insurance policy which will provide fifty thousand dollars (\$50,000) for death benefit and double indemnity death benefit in case of accidental death. The Board shall assume full cost of the policy less twenty-five cents (\$0.25).

#### Section F. long Term Disability Insurance

The amount specified below, but not to exceed the actual cost of the premium, will be paid by the Board toward the cost of this School Corporation's group long-term disability insurance plan for each teacher employed during the school year under a regular or temporary teacher's contract (1) for not less than eighteen and three fourths (18 3/4) hours per week, and (2) for not less than ninety two and one-half (92 1/2) days per school year, with the teacher paying not less than one dollar (\$1.00) per year.

All such teachers shall participate in this group plan and the premium shall be averaged for all participants in this plan so that the average cost shall be the individual teacher's cost.

Selection of the plan carrier shall be determined solely by the Board. The plan shall include not less coverage than the following provisions: (1) benefit payable of sixty-six and two-thirds percent (66 2/3%) of base salary; (2) ninety (90) day elimination period;

(3) benefit payable to at least age sixty-five (65); (4) sixty (60) month "own occupation clause"; (5) cost of living adjustments; (6) rates be expressed as percent of covered payroll; (7) minimum twelve (12) month rate guarantee; (8) treat mental and nervous conditions as any other illness for at least twenty-four (24) months; and (9) minimum monthly benefit of at least fifty dollars (\$50) per month.

Maximum Board Payment Per Teacher: Up to \$125 per year (pro-rated per month).

#### Section G. Insurance - Leave of Absence

If allowed by the insurance carrier(s), a teacher on leave of absence may choose to continue in the School Corporation's group hospitalization and/or life insurance program(s) provided the teacher remits the full, total premium(s) to the School Corporation business office prior to the due date each month.

#### Section H. FMLA - Fringe Benefit Payment

The school corporation's payments in support of insurance programs provided by this

contract shall continue during the period of any leave governed by the FMLA.

#### Section I. IRS Section 125

A teacher may participate in this School Corporation's flexible benefits plan, with all monthly user fees paid by the participating teacher(s). Such plan shall be solely determined and adopted by the Board under the provisions of Section 125 of the Internal Revenue Service Code. The plan will provide for the following benefits, through salary reduction agreements: the employee share of group insurance premiums; medical care reimbursement accounts; dependent care assistance accounts; and other benefits provided through the plan. Retired teachers may also participate in the Section 125 plan.

#### **ARTICLE V**

#### **GRIEVANCE PROCEDURE**

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

#### **DEFINITIONS**

As used in this Procedure:

- A. "Grievance" means, and shall be limited to, an alleged violation of an express Article or Section of this written Contract, except where such Article or Section is exempt from this Procedure.
  - . "Superintendent" means the chief administrative officer of this School Corporation, or any person(s) designated by him to act in his behalf in dealing with school employees.
- C. "Grievant" means the teacher, or the Association on behalf of a group of such employees, who is directly affected by the alleged violation making the claim.
  - . "Day" means school day during the school year, provided, however, that "day" shall mean weekday during the summer recess (excluding Saturday and Sunday).

E. "Form(s)" means the forms in Appendix C.

#### **STRUCTURE**

- A. This Procedure shall be the exclusive Procedure for the processing of alleged grievances. Nothing herein contained shall be construed as limiting the right of any teacher having a complaint concerning any matter relating to his or her employment, to proceed independently of this Procedure.
- B. There shall be no additional evidence, material, allegation, or remedy submitted by the grievant or his representative during the grievance process, once a formal grievance has been filed at Formal Level One.
- C. Whenever a teacher seeks a redress of a grievance at the formal grievance levels of the Procedure, such grievance shall not be heard without prior notification to the Association and an opportunity for an Association representation to be present.
- D. The grievant may be represented by any person(s) of his own choosing at all levels of the Procedure, limited, however, to a total of three (3) representatives at each level.

#### **PROCEDURE**

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

#### A. FORMAL GRIEVANCE

- 1. Level One
  - within ten (10) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant must present the grievance to his principal or his designee in writing, signed by the grievant, on the appropriate grievance form.
  - b. Within seven (7) days after receiving the written grievance, the principal or his designee shall communicate his answer in writing to the grievant.

#### 2. Level Two

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

- filed with the Superintendent within ten (10) days of receipt of the written answer at Level One, or within seventeen (17) days after presentation of the grievance at formal Level One if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted at Level One and a copy, at the same time, shall be given to the principal or designee involved.
- b. The grievant shall submit the written claim, signed by him, to the Superintendent. Within ten (10) days from the receipt of the grievance, the Superintendent shall render a written decision to the grievant as to the resolution of the grievance. Upon request of the grievant, the Superintendent shall hold a formal hearing(s) prior to the rendering of the written decision, and an additional five (5) days beyond the ten (10) days shall be allowed if the Superintendent informs the grievant, in writing, that further investigation is necessary.

#### 3. Level Three

- a. In the event the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Three provided said appeal is filed with the Board within ten (10) days of receipt of the written answer at Level Two, or, if no written answer has been rendered by the Superintendent, either within twenty (20) days or within twenty-five (25) days after presentation of the grievance at Level Two, whichever is applicable.
- b. Within thirty (30) days from receipt of the grievance, the Board shall hold a formal hearing and render its decision at a regular or special meeting of the Board. Such decision shall be communicated to the grievant, in writing, within ten (10) days.
- c. If a grievance is not resolved at levels 1, or 2, the Board's decision about a grievance is final at level 3.

#### *MISCELLANEOUS*

- A. Decisions rendered at Formal Level One, Level Two and Level Three of this Procedure shall be in writing.
- B. All documents, communications, and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
- C. All necessary forms for grievance procedures set forth in this Procedure are in Appendix D.
- D. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said

time limits be extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.

- E. Any hearing at Formal Level One, Level Two and Level Three shall be held during non-teaching hours unless otherwise directed by the Board or Superintendent.
- F. The Administration and the Association shall not be permitted to assert in the Level Three hearing before the Board any ground or to rely on any evidence not previously disclosed to the other party by the conclusion of the Level Two hearing.
- G. Certificated school employees shall follow all written and oral directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
- H. No reprisal of any kind shall be taken by or against any participant in this Procedure by reason of such participation.
- I. Upon request of either party, the formal grievance hearings may be taped by the Board and the Association.

The fact that the grievance has been considered by the parties in the preceding levels of this Procedure shall not constitute a waiver of an employee's right to seek remedy in a court of law.

#### ARTICLE VI

#### **GENERAL PROVISIONS**

Section A. Term of Agreement

This contract shall be effective as of July 1, 2022, and shall continue in full force until 12:00 midnight on June 30, 2023.

Section B. Attest

THIS CONTRACT is made and entered into at Knightstown, Indiana, on this Tuesday, October 18<sup>th</sup>, 2022, by and between the Board of School Trustees of the Charles A. Beard Memorial School Corporation of Henry and Rush Counties, Indiana, heretofore called the "Board", and the Charles A. Beard Classroom Teachers Association, an affiliate of the Indiana State Teachers Association and the National Education Association, heretofore called the "Association".

The undersigned attest to this contract and the following:

1. A public hearing was held in compliance with IC 20-29-6-1 on 9.15.22 and electronic participation from the parties and/or public was not permitted; and

2. A public meeting in compliance with IC 20-29-6-19 was held on 10.4.22 to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

7,7476

CTA President, Honey Hunt

CAB Board President, Wade Beatty

CTA Member, Jennifer Veach

CAB Board Secretary, Gerald Leonard

CAB Superintendent, Jediah Behny

This contract was ratified on Tuesday, October 18th, 2022.

#### APPENDIX A - SALARY AND HIRING PLACEMENT

AREA l (B+0) SALARY

1-A	\$42,000.00
1-B	\$42,535.00
1-C	\$43,335.00
1-D	\$44,285.00
1-E	\$45,035.00
1-F	\$45,785.00
1-G	\$46,035.00
1-H	\$46,785.00
1-I	\$47,535.00
1-J	\$48,035.00
1-K	\$49,035.00
1-L	\$50,035.00
1-M	\$50,535.00
1-N	\$51,535.00
1-0	\$52,535.00

# AREA 2 (B+6)

2-A	\$42,250.00
2-B	\$42,785.00
2-C	\$43,535.00
2-D	\$44,535.00
2-E	\$45,185.00
2-F	\$45,535.00
2-G	\$46,035.00
2-H	\$47,535.00
2-1	\$48,235.00
2-J	\$48,535.00
2-K	\$49,185.00
2-L	\$50,535.00
2-M	\$51,035.00
2-N	\$52,535.00
2-0	\$53,035.00

# AREA 3 (B+12)

3-A	\$43,085.00
3-B	\$43,535.00
3-C	\$44,035.00
3-D	\$44,785.00
3-E	\$45,535.00
3-F	\$46,185.00
3-G	\$46,535.00
3-H	\$48,035.00
3-I	\$48,535.00
3-J	\$49,035.00
3-K	\$49,535.00
3-L	\$50,535.00
3-M	\$51,535.00
3-N	\$52,535.00
3-O	\$53,535.00

# AREA4 (B+14)

4-A	\$43,035.00
4-B	\$43,735.00
4-C	\$44,535.00
4-D	\$45,035.00
4-E	\$45,785.00
4-F	\$46,285.00
4-G	\$47,035.00
4-H	\$48,135.00
4-I	\$48,785.00
4-J	\$49,535.00
4-K	\$50,535.00
4-L	\$51,535.00
4-M	\$52,035.00
4-N	\$53,285.00
4-0	\$53,785.00

AREA 5 (M+0)	
5-A	\$44,035.00
5-B	\$44,285.00
5-C	\$44,635.00
5-D	\$46,035.00
5-E	\$46,835.00
5-F	\$47,785.00
5-G	\$48,785.00
5-H	\$50,035.00
5-I	\$50,735.00
5-J	\$51,785.00
5-K	\$53,035.00
5-L	\$54,035.00
5-M	\$54,835.00
5-N	\$56,035.00
5-O	\$57,535.00
5-P	\$57,785.00
5-Q	\$59,535.00
5-R	\$60,785.00
5-S	\$61,535.00
5-T	\$63,535.00
5-U	\$65,035.00
5-V	\$66,035.00

AREA 6 (M+15)	
6-A	\$44,285.00
6-B	\$45,035.00
6-C	\$46,035.00
6-E	\$48,835.00
6-F	\$49,785.00
6-G	\$50,785.00
6-H	\$52,035.00
6-I	\$52,735.00
6-J	\$53,785.00
6-K	\$55,035.00
6-L	\$56,035.00
6-M	\$56,835.00
6-N	\$58,035.00
6-O	\$59,535.00
6-P	\$59,785.00
6-Q	\$61,535.00
6-R	\$62,785.00
6-S	\$63,535.00
6-T	\$65,535.00
6-U	\$67,035.00
6-V	\$68,035.00

# APPENDIX B -- ECA SALARY SCHEDULE

Note: Information regarding the number of positions is included for informational purposes only and was not a subject of bargaining. If the administration is unable to fill a second or third position for an ECA, the initially filled position will pay 1.5 times the stated compensation amount

#### **Department Heads**

English	800
Mathematics	800
Science	800
Social Studies	800
Special Education	800
Combined (2) Agriculture	800
Art	
Music	
Business	

Health & PE

Home Economics

Foreign Language

# **Team Leaders and Class Sponsors**

Pre-K Team Leader	750
Kindergarten Team Leader	750
1st Grade Team Leader	750
2nd Grade Team Leader	750
3rd Grade Team Leader	750
4th Grade Team Leader	750
5th Grade Team Leader	750
6th Grade Team Leader	750

	7th Grade Team Leader	750
	8th Grade Team Leader	750
	5th and 6th Grade Play	400
	7th and 8th Grade Play	400
	Ninth (1)	300
	Tenth (1)	300
	Eleventh (2)	700
	Twelfth (2)	600
Academics		
	Dual Credit, AP,	
	(per content area taught, per semester) ACP	400
	(per content area taught, per semester)	500
Clubs and Sponsors		
	Director of Bands	4600
	Summer Band Director	3200
	Director of Vocal Music	3100
	Choreographer	500
	Elementary Music	800
	Yearbook	2000
	Dramatics	1250
	HS Student Council (2)	700
	4-5 Student Council	450
	6-8 Student Council	450
	Art Club	550
	French Club	550
	Spanish Club	550
	Historical Society	550

	E-Gaming Club	1000
	FACS Club	550
	FCA	550
	Robotics	2000
	KIS Robotics	1000
	Honor Society (2)	700
	VOICE	350
	HS Academic Bowl Coordinator	700
	HS Academic Bowl Coach (5)	400
	K.I.S. Academic Bowl Coach (4)	150
	Spell Bowl	150
	K.I.S. VOICE	350
	Elementary Clubs (10)	250
	Intermediate School Clubs (10)	250
	FFA	1500
Athletics	Youth Outreach Coordinator	5000
Boys		
	Football	
	Varsity	6700
	Assistant Varsity (2)	3050
	Junior Varsity Assistant	2400
	8th Grade	1600
	7th Grade	1600
	Summer	500
	Basketball	
	Varsity	7700
	Assistant Varsity	4300
	Freshman	2700
	8th Grade	2400
	7th Grade	2400

Summer	500
Baseball	
Varsity	4500
Assistant Varsity	2800
Summer Varsity	1000
Jr. High	1150
Track	
Varsity	4050
Assistant Varsity	2600
Jr. High	1750
<b>Cross Country</b>	
Varsity	3350
Asst. Varsity Junior High	1150
Wrestling	
Varsity	5000
Assistant Varsity	3050
Jr. High	1150
Jr. High Assistant	850
Golf	
Varsity	2900
Assistant	1150
Tennis	
Varsity	2600
Jr. High	1150
Weight Lifting	1500
Soccer	
Varsity	2600
Assistant Varsity	1300
Summer	500

# Girls

# Volleyball

Varsity	3200
Assistant Varsity	2000
Reserve	2400
8th Grade	1300
7th Grade	1300
Basketball	
Varsity	7700
Assistant Varsity	4300
Freshman	2700
8th Grade	2400
7th Grade	2400
Summer	500
Track	
Varsity Varsity	4050
Assistant Varsity	2600
Jr. High	1750
Softball	
Varsity	4500
Varsity Assistant	2800
Varsity Summer	500
Jr. High	1150
Tennis	
Varsity	2600
Golf	
Varsity	2900
Varsity Assistant	1150
Soccer	
Varsity	2600
Varsity Assistant	1300
Varsity Summer	500
Cheerleading	
Jr. High	600

Varsity 1650 Jr. Varsity 450

#### APPENDIX C GRIEVANCE - LEVEL ONE

# CHARLES A. BEARD MEMORIAL SCHOOL CORPORATION KNIGHTSTOWN, INDIANA

EMPLOYEE:		
I.	FACTS GIVING RISE TO GRIEVANCE:	
II.	SPECIFIC REFERENCES OF ALL EXPRESS OF THE MASTER CONTRACT OR OF RUI AND/OR POLICIES OF THE BOARD ALLE MISAPPLIED, OR MISINTERPRETED:	LES, REGULATIONS,
IV.	CONTENTION OF GRIEVANT WITH RESPECT TO THE PROVISIONS OF SAID ARTICLES, SECTIONS, RULES, REGULATIONS AND/OR POLICIES:	
SPECIFIC RELIEF REQUESTED:		
SIGN	ED BY:	DATE:
RECE	EIVED BY:	DATE:

### GRIEVANCE - LEVEL TWO CHARLES A. BEARD MEMORIAL SCHOOL CORPORATION KNIGHTSTOWN, INDIANA

EMPL	OYEE:	
I.	FACTS GIVING RISE TO GRIEVAN	NCE:
II.	SPECIFIC REFERENCES OF ALL EX OF THE MASTER CONTRACT OR AND/OR POLICIES OF THE BOAF MISAPPLIED, OR MISINTERPRET	OF RULES, REGULATIONS, RD ALLEGED TO BE VIOLATED,
III.	CONTENTION OF GRIEVANT WI'OF SAID ARTICLES, SECTIONS, R	TH RESPECT TO THE PROVISIONS ULES, REGULATIONS AND/OR
SPEC	IFIC RELIEF REQUESTED:	
SIGN	NED BY:	DATE:
DEC!	FIVED RV:	DATE

## GRIEVANCE - LEVEL THREE CHARLES A. BEARD MEMORIAL SCHOOL CORPORATION KNIGHTSTOWN, INDIANA

	EMPLOYEE:		
· ·	I.	FACTS GIVING RISE TO GRIEVANCE:	
	II.	SPECIFIC REFERENCES OF ALL EXPRESS ARTICLES OR SECTIONS OF THE MASTER CONTRACT OR OF RULES, REGULATIONS, AND/OR POLICIES OF THE BOARD ALLEGED TO BE VIOLATED, MISAPPLIED, OR MISINTERPRETED:	
	III.	CONTENTION OF GRIEVANT WITH RESPECT TO THE PROVISIONS OF SAID ARTICLES, SECTIONS, RULES, REGULATIONS AND/OR POLICIES:	
	SPECI	FIC RELIEF REQUESTED:	
SIGNE	DBY:	DATE:	
RECEIVED BY:			

