

2017-2019
CONTRACT
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
OF THE
RANDOLPH EASTERN SCHOOL CORPORATION
AND THE
RANDOLPH EASTERN CLASSROOM TEACHERS ASSOCIATION

This Master Contract entered into this 9th day of November, 2017, by and between the Board of School Trustees of the Randolph Eastern School Corporation hereinafter called the "School Employer" and the Randolph Eastern Classroom Teachers Association, hereinafter called the "Exclusive Representative."

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ARTICLE I

RECOGNITION AND DEFINITIONS

I. RECOGNITION

For the purpose of collective bargaining, the Board recognizes the Randolph Eastern Classroom Teachers Association as the sole and exclusive bargaining agent for the full-time and regular part-time certificated school employees. This means all certified employees, as defined in IC 20-29-2-13 and IC 20-29-2-4 in the Randolph Eastern School Corporation, except for: Superintendent, Principals, Assistant Principals, Athletic Director, and temporary certificated employees.

II. DEFINITIONS

- A. "School Employer" and "Employer" mean the Board of School Trustees of the Randolph Eastern School Corporation and any person(s) authorized to act for the Board of School Trustees in dealing with its teachers.
- B. "School Corporation" means the Randolph Eastern School Corporation of Randolph County, Indiana.
- C. "Certificated School Employee(s)" and "teacher(s)" mean the certificated personnel employed by the school employer in the bargaining unit as defined in Article I, Item I of this Master Contract.
- D. "Exclusive Representative" means the Randolph Eastern Classroom Teachers Association or any person(s) authorized to act for said body in dealing with the school employer in this Master Contract.
- E. "Grievance" shall mean an allegation by a teacher or group of teachers in the bargaining unit that there has been a violation, misinterpretation, or inequitable application of a specific provision of this Master Contract.
- F. "Temporary Certificated Employee" means a teacher employed to serve in the absence of a teacher who has been granted a leave of absence by the school corporation. (IC-20-6.1-4-7).
- G. Other Terms
 - 1. Agreements in the Contract shall supersede any rules or practices of the school employer which are contrary to or inconsistent with the terms contained herein.
 - 2. Any individual contract having to do with the teacher's regular employment between the school corporation and an individual teacher shall be consistent with the terms and conditions of this Master Contract. If an individual contract made subsequent to this Contract, having to do with a teacher's regular employment, contains any language inconsistent with this Contract, this Contract shall prevail.

ARTICLE II

GRIEVANCE PROCEDURE

I. DEFINITIONS

- A. "Grievance" means, and shall be limited to, an alleged violation of a specific Article or Section of this written Contract, except where such Article or Section is exempt from this procedure.
- B. "Superintendent" means the chief administrative officer of the School Corporation, or any person (s) designated by the Superintendent to act in the Superintendent's behalf in dealing with school employees.
- C. "Grievant" means the teacher and/or the Association directly affected by the alleged violation making the claim.
- D. "Principal" means the head building administrator or the immediate supervisor of the teacher or any person (s) designated to act on behalf of the principal or immediate supervisor in dealing with school employees.

II. PROCEDURE FOR RESOLVING GRIEVANCES

- A. The time limits may be extended by mutual consent in writing by each party involved at each level.
- B. Procedural Steps

1. Level I

The teacher/teachers/Association must tell the administrator that they are starting the grievance procedure. The teacher/teachers who feels that he or she has been subjected to a violation, misinterpretation or inequitable application of this Contract, shall first take the matter up orally, either personally or accompanied by a RECTA member, with the building principal or his/her designee within ten (10) working days following the discovery of this act or condition which is the basis for the grievance. The principal and the allegedly aggrieved teacher/teachers/Association shall seek to resolve the matter. If the principal/principal's designee or teacher/teachers/Association should be absent, the principal/principal's designee or teacher/teachers/Association shall be given an additional one (1) day after that person's return. All resolution of grievances at level I must be reduced to writing.

2. Level II

If Level I fails to resolve the grievance, the teacher/teachers/Association shall within five (5) working days reduce the grievance to writing, indicating the section of this Contract which allegedly has been violated, the events, details and conditions surrounding the alleged violation and the remedy sought. The written grievance shall be submitted to the building principal.

3. Level III

Within five (5) working days of receipt of the written grievance, the building principal will arrange a personal conference with the intent of resolving the grievance. Such conference will be scheduled at a time when there is no disruption of the normal school day and the duties of the teacher/teachers.

4. Level IV

Within five (5) working days after the conference, the building principal shall answer the grievance in writing.

5. Level V

If the grievance is not appealed from the written answer within five (5) working days after receipt of such an answer, the decision of the building principal will be considered final.

6. Level VI

If the teacher/teachers/Association does not find the written answer of the building principal satisfactory, the grievance may be appealed to the Superintendent of Schools by sending such notice in writing to him/her within five (5) working days from the date of the written decision by the building principal.

7. Level VII

Within ten (10) working days after the receipt of the written appeal, the Superintendent or his/her designee shall arrange a personal conference with the intent of resolving the grievance. The conference will be scheduled at a time when there is no disruption of the normal school day and duties of the teacher/teachers. The teacher/teachers/Association shall have the right to have representation at this conference.

8. Level VIII

Within ten (10) working days following the conference the Superintendent or his/her designated representative shall answer such grievance in writing.

9. Level IX

Such answer to the grievance shall be final and binding unless appealed in writing to the Board President or delivered to the Superintendent's Office within ten (10) working days from the date of the Superintendent's written decision.

10. Level X

Within twenty-one (21) working days from the receipt of the appeal by the grievant, the Board shall act upon the grievance. If the grievance cannot be resolved to the satisfaction of the parties involved, the Board shall hold a hearing. At a Board hearing, the grievant has the option of having an RECTA member/representative present. The Superintendent shall be notified at least 48 hours in advance before the hearing if the teacher/teachers are to be represented at the hearing.

11. Level XI

As to all grievances concerning matters involving the interpretation and application of the expressed provisions of the Master Contract, the decision of the Board shall be final unless otherwise provided by law. If the decision of the Board is not satisfactory to the grievant with respect to the grievance involving the interpretation and application of the expressed provisions of this Master Contract, nothing herein contained is intended to or shall prevent the grievant from processing such grievance in accordance with the procedures described by applicable law. The Board, however, reserves all rights granted to it under any law or laws as to procedure and appeal and hereby makes no agreement as to submission of any such grievance to arbitration.

C. Miscellaneous

1. Decisions rendered at all levels of this procedure shall be in writing.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
3. Four (4) copies of all forms for filing grievances and other related documents shall be made: file copy, principal's copy, grievant's copy and association's copy.
4. Failure at any level of this procedure to render the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next level unless said time limits are 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 school employer's answer at the previous level and abandoned.
5. No teacher/teachers shall use this procedure to appeal any decision by the school employer or administration if such decision is the result of the application of state or federal rules, regulations or laws.
6. Teachers, as defined in IC 20-28-5 and IC 20-29, shall follow all legal written and oral directives by the administration 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.

ARTICLE III
COMPENSATION

I. COMPENSATION PLAN

Indiana State Teacher Retirement Fund (ISTRF) Payment by Employer: In addition to the compensation provided to teachers pursuant to the Contract, the Board agrees to pay directly to the ISTRF the 3% ISTR contribution required of teachers, but not to exceed 3% of said compensation.

Salary Range: -\$34,000 to \$62,612 (not including current year increases or TRF contributions)

Base Salary Increases

- A. Base salaries will be capped at \$55,000 for teachers with a Bachelor's degree and \$62,000 for teachers with a Master's degree.
- B. General eligibility:
 - 1. Except as provided in B2 below, a teacher who received an evaluation of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at his/her prior year salary.
 - 2. A teacher who is in the first two full years of instructing students and who receives an evaluation rating of improvement necessary is eligible for a salary increase under the Evaluation factor below.
 - 3. Teachers will receive compensation dependent on their full time equivalent. Those employed at less than full-time contracts, who are eligible for performance compensation, will receive a pro rata share of compensation relative to the percentage of their contract to a full contract.
- C. Factors and definitions:
 - 1. Evaluation rating – The teacher received a Highly Effective or Effective evaluation rating for the prior year.
 - 2. Years of experience – The teacher was employed in the Corporation for at least 120 days in the prior year.
- D. Distribution:
 - 1. \$1,250 will be added to the base salary of all teachers who satisfy the Evaluation factor for the 2017-2018 school year. \$1,250 will be added to the base salary of all teachers who satisfy the Evaluation factor for the 2018-2019 school year.
 - 2. \$100 will be added to the base of all teachers who satisfy the Experience factor for the 2017-2018 school year. \$100 will be added to the base of all teachers who satisfy the Experience factor for the 2018-2019 school year.
 - 3. Once a teacher reaches the base salary cap (\$55,000 for Bachelor's and \$62,000 for Master's), the amount over the cap will be paid as a stipend. One half of the stipend will be paid with the first payroll after contract ratification. The second half of the stipend will be paid with the last payroll for the current school year.

4. Teachers who have already exceeded the \$55,000 and \$62,000 caps will not be required to decrease their base salaries.

E. Redistribution:

Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event there are funds that were otherwise allocated for teachers rated Improvement Necessary or Ineffective, those funds will be redistributed to all eligible teachers in the form of a stipend.

II. SALARY FOR A TEACHER NEW TO RESC

- A. The beginning base salary for a newly hired teacher with a Bachelor's degree and no prior teaching experience will be \$35,000 for the 2017-2018 school year and \$35,500 for the 2018-2019 school year.
- B. The beginning base salary for a newly hired teacher with a master's degree and no prior teaching experience will be \$36,750 for the 2017-2018 school year and \$37,250 for the 2018-2019 school year.
- C. Newly hired teachers with prior experience will be paid at a starting level as follows:
 1. The new teacher will be placed at the same education and experience step as a current teacher at that education and experience step.
 2. If there are multiple current teachers at the same experience and education step as the new hire, but having different salaries, the salary placement will be determined by averaging the different salaries.
 3. In the event there are no current teachers at the same education and experience step, the salary will be determined in the following manner:
 - a. Determine the next lowest and next highest salary steps (of current teachers) within which the new teacher will be placed.
 - b. Calculate the difference between the next lowest and next highest salary steps (using the higher of any multiple salaries at the same experience step).
 - c. Divide this difference by the number of steps (years of experience) between the two steps.
 - d. Add this quotient to the lower of the two salary steps for each year of experience between the two steps.
- D. Despite the new hire placement process above, the Superintendent may deviate from the rules above by increasing the base pay determination above by up to two thousand five hundred dollars (\$2,500). If the Superintendent exercises this option, he/she will notify the Association or designee. Any deviation from the new hire placement process above shall be subject to the approval of the Board of School Trustees of Randolph Eastern School Corporation.

III. STIPENDS

The parties agree that the schedule of stipends for extracurricular and co-curricular duties for the term of this agreement is listed in Appendix A.

Teachers who are hired to an extracurricular position (coaches and sponsors) will be paid in one lump sum at the conclusion of the season (coaches) or school year (sponsors). Extracurricular payment will be paid with the first payroll after duties have been fulfilled and authorization has been provided by the Athletic Director or Principal.

IV. RE-EMPLOYMENT OF RETIRED TEACHERS

Teachers who have officially retired under the provisions of Indiana law and have begun to draw upon earned benefits from the Indiana Teachers' Retirement Fund or a similar retirement fund from another state may be employed or re-employed by the Board at the sole discretion of the Board. Such retired persons who are employed under the provisions of IC 5-10.2-4-8 shall be paid at a base salary mutually agreed upon by the teacher and Board not to exceed the average current full time teacher base salary. Persons employed under said provisions shall receive no additional benefits other than those explicitly required by applicable state and/or federal law.

V. BACKGROUND CHECKS

The Corporation shall pay for the cost of any and all expanded criminal history checks and expanded child protection index checks for bargaining unit members that are required by the Corporation or per IC 20-26-5-10.

VI. ADDITIONAL WAGE-RELATED INFORMATION

The salary increases specified for the 2017-2018 school year CBA become effective as of August 1, 2017 unless otherwise noted. The salary increases specified for the 2018-2019 school year become effective upon completion of the previous year's summative evaluation ratings unless otherwise noted.

Teachers will have twenty-six (26) pay periods for the 2017-2018 school year. Teachers will have the option of receiving compensation in twenty (20) pays.

If an individual contract is extended, the teacher will be paid at his/her current daily rate. This pay will be distributed in twenty-six (26) or twenty (20) pays.

VII. PAY DURING INJURY

- A. The employer carries compensation and liability insurance on all employees covered by the Master Contract. If an employee is injured while engaged in performance of his/her duty, he/she is entitled to compensation for doctor bills, hospital costs and loss of wages as covered by Workman's Compensation Insurance.
- B. In addition, the employer will reimburse the injured employee the difference between his/her regular salary and the amount received from Workman's Compensation Insurance until all sick leave days are used or to the end of the employee's contract, whichever comes first.
- C. The percent of the employee's normal salary paid each day receiving Workman's Compensation Insurance will determine the number of sick days used. Example: If the normal wage rate is \$50 per day and the employer pays \$400 and the Workman's Compensation pays \$100 during a ten day period, 80% of the salary is paid by the employer. Then 80% times the ten days is eight days of sick leave that would be charged against the teacher's available sick leave.

VIII. PAY FOR USE OF AUTO

The employer will pay any employee covered by this Master Contract for the use of his/her auto. If approved mileage, the rate will be the maximum cents per mile allowable by the Internal Revenue Service defined as non-taxable reimbursement rounded down to the nearest whole cent.

IX. RETIREMENT

A. Eligibility

1. To be eligible a teacher must meet all of the following requirements and provisions:
 - a. Be at least 55 years of age during the school year for which the teacher applies to retire; and
 - b. Have not less than fifteen (15) years teaching experience in this School Corporation; and
 - c. Have sent a binding letter of intent to retire to the Superintendent by April 1st the year of retirement; and

B. Provide written evidence of permanent retirement from teaching.

Notification and Benefits

1. A teacher electing to retire from this school corporation must notify the school corporation, in writing, of their intent, no later than January 1 of the last year of service. The prior end of year Teacher Intent Form will serve as this non-binding notice. The Teacher Intent Form shall be jointly developed and included in the contract.
2. On or before April 1, the retiring teacher will submit a binding letter of retirement to the school corporation.
3. If because of accident, personal injury, or other conditions or circumstances beyond the control of or through no fault or condition of the teacher, the teacher is required to resign from teaching during the school year in the case of a health condition approved by a medical doctor, notice may be waived.
4. An individual who is employed as a bargaining unit member at the time of retirement from employment will be eligible for the following benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

Group Health Insurance

Immediately following severance, the teacher and his/her dependent(s), if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:

- a. While the retired teacher and dependent(s), if any, remain enrolled in the health insurance plan, the retired teacher and dependent(s) shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
- b. Within ninety (90) days of the severance date, the teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher and dependent(s), if any.
- c. When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's dependent first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended

coverage shall not override any rights to continuing health care coverage as required by COBRA.

X. RETIREMENT/SEVERENCE SAVINGS PLAN

A. 403 (b) Annuity Plan

1. Each teacher may elect to make a salary reduction election and make tax deferred contributions, to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code. The Board shall forward salary reduction money to the appropriate vendor each month.
2. The teacher contribution to the 403(b) program shall vest immediately.
3. The school corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to 403(b) Plan.

B. Retirement Savings 401(a) Annuity Plan

1. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.

At the end of the completed contract year the Board agrees to contribute into each individual's separate 401(a) account \$700 provided that the individual teacher contributed a matching amount to the 403(b). There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan. The single investment vendor for the 401(a) plan shall be VALIC.

Each bargaining unit member shall be 100% vested in these individual 401(a) accounts upon signing the 6th consecutive contract with the Corporation. All employees currently on the 403(b) schedule from the previous contract will continue their current placement on the schedule.

C. Retirement Savings VEBA Plan

1. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c) (9) of the Code. The Board agrees to contribute:

Seventy dollars (\$70.00) per day of unused sick leave up to a maximum of 10 days per year for any teacher electing to cash out sick leave days in excess of 75 pursuant to this provision. The contribution will be made by the end of the contractual year. The election for this will be put on the Yearly Intent Form. The Board contribution under this provision shall be immediately vested and portable.

2. There will be no comingling of accounts, and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA Plan. The single investment vendor for the VEBA Plan shall be VALIC.

ARTICLE IV

FRINGE BENEFITS

I. LEAVES

A. Sick Leave

1. The employer will allow each employee covered by this Master Contract to be absent from work due to illness or quarantine for a total of ten (10) days in the first year of employment and then eight (8) days in each succeeding year without loss of compensation.
2. Teachers employed for a supplemental summer school contract and/or a twelve month contract shall be granted one (1) additional day of sick leave per year. Use of accumulated sick leave shall be applicable to both the regular school year and summer school.
3. If in any one (1) school year the employee shall be absent or such illness or quarantine less than the prescribed number of days, the remaining days shall accumulate to 90 days.
4. In the event any employee shall have accumulated one (1) or more days of sick leave while employed in another school corporation of this state, three (3) days of sick leave shall be added for the second year and each succeeding year of employment until the number of accumulated days to which the employee was entitled in the last place of employment shall be exhausted.
5. Each employee will be notified in September of the number of sick leave days available for the current school year.

B. Sick Leave Bank

The Sick Leave Bank is not designed to give unlimited sick leave to all teachers. Its primary purpose is to give a teacher substantial income protection in the event of a medical catastrophe and offer a bridge to long term disability if necessary. It is also designed to provide a maximum benefit to teachers who have utilized the regular sick leave days in a professional manner.

A voluntary sick leave bank shall be established whereby a teacher, as defined herein in Article I, who is absent from assigned duties due to personal illness and who has utilized all sick leave and personal leave may petition a committee, as established herein, for sick leave days from the bank under the following conditions:

Employee eligibility and contributions:

1. The number of accumulated days in the bank shall not exceed one hundred eighty (180) days. The sick leave bank eligibility period shall not be earlier than August 1 and not later than September 15 of any year. A teacher may join the sick leave bank by: (a) contributing one (1) sick day to the bank during their initial eligibility period of their first year, and contributing sick days to the bank when assessments are required; (b) A teacher who is not a current member of the bank may become a member by contributing one (1) sick leave day to the bank and any additional days that have been assessed

following the 2000-01 contract year, or their date of hire following the 2000-01 contract year; (c) A teacher who is newly hired in the School Corporation shall have fifteen (15) days from the date of hire, or until September 15th of any school year, whichever is later; and (d) Retirees may contribute up to 3 days from their sick leave upon retirement. Contribution of days by a newly joined veteran teacher or newly hired teacher may cause an accumulation of days to be in excess of the maximum specified herein. All days contributed to the sick leave bank are nonrefundable.

2. Said employee may be granted days from the bank under the following conditions:
 - a. The teacher must have chosen to become a current member of and participate as established in B,1 above. However, in the event that the number of accumulated days in the bank at the beginning of a school year is sufficient number that a contribution of one (1) sick leave day by all teachers who are current members of the bank would cause the maximum number of days specified hereinabove in Paragraph One (1) to be exceeded, the current year's contribution by all such current members shall be suspended, except that in case the bank is depleted during the school year, the current year's contribution shall be assessed at the time of such depletion;
 - b. The teacher must have utilized and exhausted all paid leaves applicable to personal illness of whatever nature, including said teacher's own accumulated sick leave and personal leave;
 - c. Written certification will be provided from said teacher's physician substantiating the illness and certifying that the absence will continue during a period of at least twenty (20) consecutive days following the utilization and exhaustion of all said paid leave as provided herein. The Corporation may request a review of medical records pertaining to the medical condition by the Corporation physician and/or an examination of the employee by the Corporation physician at the Employer's expense prior to dispersal of sick leave bank days.
 - d. Written application must be made no later than twelve (12) days after exhaustion of said paid leave benefits;
 - e. The teacher must have been absent for at least (10) consecutive days after exhaustion of said paid leave benefits. Said ten (10) consecutive days of absence must be taken as unpaid leave, and sick leave bank days shall be applied upon the eleventh (11th) day of absence. The ten (10) days of unpaid leave shall apply for each separate case of a teacher's qualifying as a medical catastrophe.
 - f. The teacher may return to work on a partial schedule with written certification provided by said teacher's physician stating that the teacher is able to work a modified schedule. Partial day withdrawals from the sick leave bank in the event of a modified work schedule shall be taken in half (½) day units.
3. A five (5) member sick leave bank committee shall be established to receive written requests and allot days from the bank according to the provisions herein, under guidelines established by the committee. The committee shall be composed of three (3) persons appointed by the Association and two (2) persons appointed by the Superintendent. All committee members shall be certificated personnel in the Randolph Eastern School Corporation.

Days allotted by the committee to an individual teacher shall be available with the eleventh (11th) consecutive day of absence after exhaustion of the employee's said leave payments, and such allotment to an individual teacher by the committee shall not exceed a fixed maximum as is established by the committee. The committee shall be limited to an allotment not to exceed the lesser of ninety (90) days or the number of days necessary to provide a daily salary until the elimination period for the Corporation's long term disability plan has been satisfied for the applying teacher, and to a total allotment not to exceed one hundred eighty (180) days for all teachers in any school year. Once a participant is eligible for long term disability, the participant must elect long term disability and is no longer permitted to use the sick leave bank while on long term disability.

Sick leave bank enrollment records, deduction of sick leave days in accordance with this contract, payment of sick leave bank days per committee allotment, and other necessary record keeping shall be maintained in the Superintendent's office. Records and procedures shall be in compliance with the Indiana State Board of Accounts rules and regulations.

4. Any days granted by the committee to an individual teacher shall terminate effective the earliest date as hereinafter provided:
 - a. The day after the last day of the term of employment for the school year, or
 - b. The day after the last day of allotted number of days granted by the committee, or
 - c. The first day of return of full-time employment subsequent to the granting of days by the committee.

C. Personal Leave

The employer shall grant each employee covered by this contract three (3) days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of employment. In advance of the absence, a written statement shall be submitted to the Superintendent of Schools, or his designee, requesting such leave. An unused personal leave day may be used if the teacher is employed in summer school. A summer school personal leave day shall be charged as one half of a regular teacher calendar day. All unused personal leave days will be transferred to accumulated sick leave on July 30.

D. Funeral Leave

1. Teachers shall be granted funeral leave up to five (5) working days, but not to exceed thirty (30) consecutive calendar days after a death in the immediate family. The "immediate family" is interpreted as being father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, wife, husband, son, daughter, son-in-law, daughter-in-law, aunt, uncle, grandchild, step-grandchild, grandparent, stepchild, step-parents, and legal guardians of both employee and spouse and any person living as a permanent member of the teacher's household.
2. One (1) day of leave of absence is granted to attend the funeral of any relative, in-law, or friend not covered in #1 above.
3. Funeral leave days are not cumulative.

E. Illness-in-the-Immediate Family Leave

Five (5) days of absence with pay is granted for illness in the immediate family. Immediate Family includes spouse, child, stepchild, father, mother, step-parent, sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law or daughter-in-law or any related person domiciled in the teacher's home.

In emergency situations, a teacher may request an additional five (5) days of illness in the family leave. Such requests should be made to the Superintendent of Schools. If approved, this leave will be subtracted from the teacher's sick leave. In extreme situations, the Board will consider, on a case by case basis a request to use sick leave for family illness.

F. Jury Duty

Any school employee covered by this Master Contract who is called for jury duty is permitted to fulfill this civic obligation and will be paid his/her regular wages for days lost from work less the amount received for jury duty. Since the employee is being paid for whole days lost, he/she is to report to work, if possible, for any regular work hours when he/she is not on actual jury duty.

G. Court Leave

Court leave shall be granted to a teacher with pay, for the time necessary to make appearances in any court proceeding resulting from activities relating to his/her employment with the Randolph Eastern School Corporation, except litigation against the school employee or his representative.

In the event that the teacher is a defendant and is found guilty of an offense, by an appropriate court that is grounds for cancellation of his/her teacher contract, as stated by I.C. 20-28-7.5-1 through 7, his/her pay will be suspended as of the date of the guilty verdict.

H. Witness Leave

The employer shall grant one day, with pay, to an employee who is subpoenaed to testify at a court hearing.

I. Leave for Military Training

The employer will grant any employee covered by this Master Contract a leave for military training as required in I.C. 10-16-7-5.

J. Political Leave

The employer will grant any employee covered by this Master Contract political leave as required by Indiana I. C. 20-28-10-15 and I. C. 20-28-10-16.

K. Sabbatical Leave

The employer may consider the granting of sabbatical leave to any employee covered by this Master Contract as listed under IC 20-28-10.3. The employee may choose to continue all benefits at his/her own expense during the leave, but the benefits expire after 12 months.

L. Study Leave

The employer may grant any employee covered by this Master Contract a study leave for one (1) school year without pay when the employee has notified the employer of his/her

intentions three (3) months in advance. The employee may choose to continue all benefits at his/her own expense during the leave, but the benefits expire after 12 months.

M. Temporary Disability Leave

1. General Provisions for Temporary Disability Leave

- a. The employee may elect to use accumulated sick leave during the temporary disability leave provided a physician's statement and certification of physical disability is submitted to the Office of the Superintendent for any temporary disability of more than ten (10) consecutive days. Use of the sick days for temporary disability leave is limited to the number of sick days accumulated by the employee at the time the disability leave begins.
- b. Except for temporary disability caused by pregnancy no leave under this provision shall be granted for a period exceeding one (1) year.

2. Notification

After determination that temporary disability leave is imminent, the employee shall give timely written notice to the Office of the Superintendent of the anticipated beginning date of the leave of absence and the anticipated date of return.

3. Application of Provisions

- a. A temporary disability leave of absence shall be granted to any certificated employee covered by this Master Contract when the certificated employee is unable to teach because of a disability substantial in nature or duration, including major surgery, pregnancy, child birth, illness, or injury.

N. Maternity Leave

In case of a temporary disability caused by pregnancy, the employee is entitled to a leave any time between the commencement of her pregnancy and one (1) year following the birth of the child. If the employee elects to utilize her sick leave under the provision of Section A, and her sick leave is exhausted during the temporary disability leave, the employee may be absent without pay subject to all other provisions contained in this contract. If the employee qualifies for the Family Medical Leave Act, the employer shall continue to pay its share of all forms of insurance during the 12 weeks of FMLA leave. Employees must make arrangements to pay their portion of the premiums while on leave.

O. Paternity Leave

A teacher, upon written request, may take up to 12 days paternity leave upon the birth or adoption of the child. All the leave taken by said teacher may be charged to his available sick leave days. Upon exhaustion of such days, said leave may be taken without pay. If the employee qualifies for the Family Medical Leave Act, a teacher may take up to 12 weeks of unpaid leave for the birth of a child. Under the Family Medical Leave Act, the employer shall continue to pay its share of all forms of insurance during the 12 weeks of FMLA leave. Employees must make arrangements to pay their portion of the premiums while on leave.

P. Adoption Leave

The employer will grant adoption leave to any employee covered by this contract when the following conditions are met:

1. Persons adopting will notify the School Corporation of their intent as soon as possible.
2. After determination that adoption leave is imminent, the employee shall give timely written notice to the Office of the Superintendent of the anticipated beginning date of the adoption leave and the anticipated date of return to work.
3. This leave shall not extend beyond one (1) calendar year from the first day of the desired leave.
4. If the employee elects to utilize sick leave under the provision of Section A, and the sick leave is exhausted during the leave, the employee may be absent without pay subject to all other provisions contained in this contract.

Q. Association Leave

The Association President or their designee will be given a total of six (6) days per school year for association business, without loss of pay. This business must be directly related to the Randolph Eastern School Corporation. The Association will reimburse the School Corporation for the cost of the substitute teachers needed for this released time.

Only three (3) teachers may use this leave at one time. This leave will not be used to interfere with the operations of any other School Corporation.

II. INSURANCE

A. Hospital, Medical, and Major Medical Insurance

The employer will pay the amount specified below, of any consortium hospital medical and major medical plan for each employee covered by the Master Contract. If the amount listed exceeds the total cost of the premium the employee will pay one (\$1) dollar of the cost.

Single Plan	\$7000
Employee & Children	\$8350
Employee & Spouse	\$10000
Family	\$11950

When two employees that are employed under this agreement qualify for the family insurance plan, the employer will contribute the lesser of the sum of employer contribution for the single and employee and children plan tiers or the total cost of the family plan tier.

Conditions:

1. Participation in the program is voluntary on the part of each full-time employee.
2. The employee must belong to the program that has been approved by the School Board.
3. When an employee does not complete a contract or work the entire time of the contract period, the employer's share will be prorated.

4. The employee will have the remaining cost of the program deducted from his/her paycheck.
5. There will be no substitute in place of this benefit.

The employer's share will be paid in equal monthly payments over a twelve (12) month period.

B. Term Life Insurance

The employer is to make available to each employee a \$50,000 Term Life Insurance Policy for a cost of \$1.00 per year to the employee.

C. Long Term Disability

The employer will pay \$225 or all but one dollar of the yearly premium, whichever is less per year, toward the cost of Long Term Disability Insurance for each full-time employee covered by this Master Contract.

D. Vision Insurance

The employer will pay \$200, or all but one dollar of the yearly single premium, whichever is less per year, toward the cost of vision insurance, for each full-time employee covered by this master contract.

- E. The Exclusive Representative agrees to indemnify and to hold the Board and Insurance Committee harmless against any liability not covered by any contracted insurance, which may arise by reason of any action taken by the Board in complying with the provisions of this Contract.

III. SECTION 125 BENEFIT

The benefit provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any teacher so requesting.

ARTICLE V

TERMS AND GENERAL PROVISIONS

I. TERMS AND GENERAL PROVISIONS

- A. This contract shall be effective as of August 1, 2017, and continue in effect through June 30, 2019.
- B. This contract supersedes and cancels all previous contracts or agreements, verbal or written or based on alleged past practices between the school employer and the exclusive representative and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- C. If any article or section of this contract or of any rider thereto shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article of section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected hereby.
- D. All bargainable issues have been discussed during the negotiations leading to this contract and no additional bargaining on said issues will be conducted on any item, whether contained herein or not, during the life of the contract.
- E. This contract is made and entered into at Union City, Indiana on this 9th day of November, 2017, by and between the Board of School Trustees and the Randolph Eastern School Corporation, County of Randolph, State of Indiana, and the Randolph Eastern Classroom Teachers Association affiliated with the Indiana State Teachers Association and the National Education Association. This contract is so attested to by the parties whose signatures appear below.

BOARD OF SCHOOL TRUSTEES
OF RANDOLPH EASTERN SCHOOL

RANDOLPH EASTERN CLASSROOM
TEACHERS ASSOCIATION

Greg Whitesel, President

Brad Hoggatt, President

Lisa Smith, Chief Negotiator of the
School Employer's Negotiation Team

Scott Priest, Chief Negotiator of the Exclusive
Representative

**APPENDIX A
EXTRA DUTY PAY SCHEDULE 2017-2019**

UNION CITY JR.-SR. HIGH SCHOOL EXTRACURRICULAR POSITIONS	
Senior Class Sponsor	\$954
Junior Class Sponsor A	\$636
Junior Class Sponsor B	\$636
Sophomore Class Sponsor	\$503
Freshman Class Sponsor	\$503
8th Grade Class Sponsor	\$265
7th Grade Class Sponsor	\$265
HS Student Council Sponsor	\$1,537
JH Student Council Sponsor	\$954
Senior Class Play	\$1,219
Junior Class Musical Director A	\$901
Junior Class Musical Director B	\$901
JH Play	\$551
Art and Set (per production)	\$106
Lights and Sound (per production)	\$106
Jr.-Sr. High Yearbook	\$1,650
HS Science Olympiad Coach	\$318
JH Science Olympiad Coach	\$318
HS SADD Sponsor	\$636
JH SADD Sponsor	\$318
HS Cheerleading Coach	\$1,697
JH Cheerleading Coach	\$1,273
Jr.-Sr. High Vocal Music (3 performances per building each year)	\$2,424
Dance Team Coach	\$1,723
Jr.-Sr. High Band (Performances, Pep Band, Marching)	\$3,787
DECA Sponsor	\$1,872
DECA Assistant	\$1,749
FCCLA Sponsor	\$1,633
KISS Vocational Advisor	\$2,174
Art Club Sponsor	\$424
National Honor Society Sponsor	\$689
Restore Club Sponsor	\$689
HS Academic Team Coach	\$318
JH Academic Team Coach	\$318
JH/HS Game Club	\$424
Archery Club	\$1,000
Supervision @ Public Performances	20 nights @ \$15.80/night
NORTH SIDE ELEMENTARY EXTRACURRICULAR POSITIONS	
Yearbook	\$689
Vocal Music and Drama (Min. of 3 perform./year)	\$2,020
Academic Team Coach	\$636

NS Game Club	\$424
ATHLETICS 6-12	
Baseball	
Varsity Baseball Coach	\$2,651 plus \$150/yr of experience (up to 5 yrs)
Asst. Varsity Baseball Coach	\$1,591
Basketball	
Boys Varsity Basketball Coach	\$5,090 plus \$150/yr of experience (up to 5 yrs)
Jr. Varsity Basketball Coach	\$2,121
Freshman Basketball Coach (if needed)	\$2,015
8th Grade Boys Basketball Coach	\$1,591
7th Grade Boys Basketball Coach	\$1,591
6th Grade Boys Basketball Coach	\$1,061
Boys Assistant Basketball Coach	\$954
Girls Varsity Basketball Coach	\$5,090 plus \$150/yr of experience (up to 5 yrs)
Asst. Girls Varsity Basketball Coach	\$2,121
8th Grade Girls Basketball Coach	\$1,591
7th Grade Girls Basketball Coach	\$1,591
6th Grade Girls Basketball Coach	\$1,061
Girls Assistant Basketball Coach	\$954
Co-Ed Cross Country	
HS Cross Country Coach	\$1,988
JH Cross Country Coach	\$742
Football	
Varsity Football Coach	\$5,090 plus \$150/yr of experience (up to 5 yrs)
Asst. Varsity Football Coach A	\$3,075
Asst. Varsity Football Coach B	\$1,845
Asst. Varsity Football Coach C	\$1,845
8th Grade Football Coach	\$1,591
7th Grade Football Coach	\$1,591
JH Assistant Football Coach	\$689
Golf	
Boys Varsity Golf Coach	\$1,532
Softball	
Varsity Softball Coach	\$2,651 plus \$150/yr of experience (up to 5 yrs)
Assistant Varsity Softball Coach	\$1,591
Tennis	
Boys Varsity Tennis Coach	\$1,749
Girls Varsity Tennis Coach	\$1,749
Track	
Boys Varsity Track Coach	\$2,651
Boys JH Track Coach	\$1,325
Girls Varsity Track Coach	\$2,651
Girls JH Track Coach	\$1,325
Volleyball	
Varsity Volleyball Coach	\$5,090 plus \$150/yr of experience (up to 5 yrs)
Asst. Varsity Volleyball Coach	\$2,121
8th Grade Volleyball Coach	\$1,167
7th Grade Volleyball Coach	\$1,167

Wrestling	
Varsity Wrestling Coach	\$2,651 plus \$150/yr of experience (up to 5 yrs)
Asst. Varsity Wrestling Coach	\$1,379
JH Wrestling Coach	\$1,697
JH Asst. Wrestling Coach	\$742
CORPORATION POSITIONS	
After School Tutors (APPROVED PROGRAMS ONLY)	\$30/hour
Fitness Center Supervisor	\$2,020
Mentor teacher for beginning teacher	\$600
Special Education Coordinator	\$2,000
Tech Lead Teacher Elementary	\$1,010
Tech Lead Teacher Elementary	\$1,010
Tech Lead Teacher JH/HS	\$1,010
Tech Lead Teacher JH/HS	\$1,010
Drivers Education (To be paid from student fees)	\$30/hour
Stipends shall be set at \$100/day and \$50/half day	
EXTENDED CONTRACTS	
Agriculture Education (SAE, FFA, 4-H)	
District Librarian	
Elementary Guidance Counselor	
Gifted/Talented Coordinator	
Guidance Director	
Marketing Education	
Special Education Coordinator	
EL Coordinator	
* Teachers will be paid their daily rate for extended contracts.	