

**RCCTA/RCSC Tentative Agreement 10 30 20.**

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**Purple, bold text is the date it was TA.**

Rensselaer Central Classroom Teachers Association

And

Rensselaer Central Board of School Trustees

**Master Contract**

**July 1, 2020– June 30, 2021**

**In agreement with Board. This will be considered a TA on this item. 10/12/20**

This Contract entered into **October 22, 2019 2020** effective **July 1, 2020** by and between the Board of School Trustees of the Rensselaer Central Schools Corporation, hereinafter called the "Board", and the Rensselaer Central Classroom Teachers Association, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "Association". **Once date of contract is settled, this can be updated and agreed upon.**

## ARTICLE I

### Recognition

#### Section A. Recognition

The Board hereby recognizes the Rensselaer Central Classroom Teachers Association as the exclusive representative of all teachers in the School Corporation.

#### Section B. Definitions

1. The term "teacher", when used in this Contract shall refer to all teacher certificated personnel employed by the Board except the Superintendent, Assistant Superintendent, Business Manager, Principals, Assistant Principals, Administrative Assistant, Supervisors, Program Directors, Athletic Director, Substitute Teachers, and Head Football Coach.
2. The terms "Board" and "Association" shall include authorized officers, representatives, and agents.
3. The term "School Corporation" when used in this contract, shall refer to the Rensselaer Central Schools Corporation of County of Jasper of the State of Indiana, its Board and administrators.
4. The term "Local Association" shall mean the Rensselaer Central Classroom Teachers Association.
5. References in this Contract to gender shall include all individuals, whether male or female, unless in the specific context the language reads, "this section shall refer only to (male) (female) teachers."
6. The term "per diem" when used in this Agreement shall refer to a teacher's annual salary divided by one hundred eighty-three and a half (183.5).

TA 10/29/20

7. The term "hourly wage" when used in this Agreement shall refer to a teacher's per diem wage divided by six (6). TA 6:18 10/19/20

## ARTICLE II

### Contract Procedures

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.

Board proposed a Contract Reopener as a Section B. TA 6:19 10/19/20 to not allow this addition



## **ARTICLE III Leaves**

### **Section A. Personal illness**

Each full time teacher employed under regular contract 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 (10) days the second year of employment and seven (7) days in each succeeding year without loss of compensation. If in any one school year the teacher shall be absent for illness less than the prescribed ten (10) or seven (7) days, the unused days would be accumulated up to a total of one hundred thirty-five (135) days plus the new seven (7) days allowed at the beginning of each school year. Therefore, each teacher shall be entitled to be absent from work due to personal illness or quarantine up to the number of days accumulated in his/her name plus the ten (10) or seven (7) days allowed for the school year, but not more than one hundred thirty-five (135) days plus the new school year days, without loss of compensation.

**TA on original language 6:20 10/19/20**

### **Section B. Sick Leave Bank**

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.

The Sick Leave Bank shall be administered by a Committee of five (5) members, two of which will be appointed by the President of the Association, two by the Superintendent, and one jointly selected by the President of the Association and the Superintendent.

1. Each committee member shall be appointed for one (1) year and may be reappointed to each succeeding year.
2. Vacancies on the Committee shall be filled before the next meeting.
3. The entire membership of the Committee shall select one of their members to act as chairperson for the duration of the year.
4. The Committee shall meet during the school year as needed. Special meetings may be called by the chairperson or at the request of the committee members. All members will be required to be present for any official action of the Committee.
5. The Committee shall prepare an annual report in conjunction with the Corporation Treasurer of days contributed by each teacher, days used, and days accumulated in the Bank, and distribute this report to the President of the Association and the Superintendent.

### **Criteria For Use of The Bank**

The Committee shall use only the following criteria for granting use of the Bank.

1. All sick leave and personal leave days previously accumulated by the individual must be exhausted.
2. Days granted shall begin three (3) days after the exhaustion of all individual sick and personal leave. This three (3) day waiting period shall be waived for members who contract mumps, scarlet fever, measles, or chicken pox.
3. The applicant must be a current participant in the Bank.

4. ~~Teachers on leave due to pregnancy will not be considered eligible to receive Bank days.~~  
4. Disability due to pregnancy or childbirth shall fall under the same criteria for use as other illnesses, injuries, or incapacitations considered in this section. TA 10/29/20 9:15pm

5. Upon request, the applicant shall submit a certified review of his/her medical history and prognosis for return to work by the appointed or attending physician.
6. Illness must be of a serious nature, seriousness will be determined by the Committee with the recommendation of the appointed or attending physician.

#### **Eligibility For Use of the Bank**

1. Any full time, certified employee is eligible to participate in the Bank.
2. Any teacher who is receiving any public funds or benefits derived from public funds as partial or full compensation for illness or disability causing the absence, shall not be eligible for Sick Leave Bank Credits.

#### **Composition of the Bank**

1. The number of days contributed will continue to accumulate until a total of 500 days are credited to the Sick Leave Bank. The Sick Leave Bank shall remain open for membership until a total of 500 days is accumulated. When the Sick Leave Bank accumulates a total of 500 days, membership thereafter shall only be open to those new persons coming into the school corporation until such time as the next general membership drive is held. When the Sick Leave Bank has accumulated a total of 500 days, all participants who contributed at the time of the last canvas shall remain members of the Sick Leave Bank until the next general membership drive. After the Sick Leave Bank accumulates a total of 500 days, the next general membership drive shall not occur until the level of the Bank reaches 500n days when "n" represents the number of certified personnel eligible to join the Sick Leave Bank, so that all fulltime, certified employees would have an opportunity to join the Sick Leave Bank without exceeding the maximum accumulative total of 500 days.
2. On or about October 1st the Rensselaer Central Classroom Teachers Association shall distribute a form on which donations for any number of days to the Bank can be made by certificated employees.
3. A minimum of one (1) day contributed per drive is required to participate in the Bank.
4. Sick leave days donated to the Bank by a teacher are considered a permanent contribution to the Bank and are not transferable to another school corporation should the teacher leave the Rensselaer Central Schools Corporation.
5. Any participating teacher finding it necessary to borrow Sick Leave Bank days and subsequently electing not to return to active employment (should his/her health permit, eligibility to be determined by appointed or approved physician) with the Rensselaer Central Schools Corporation, or electing to accept employment elsewhere immediately following illness, shall repay the Rensselaer Central Schools Corporation in cash for the Sick Leave Bank days borrowed in a amount equal to that paid his/her respective substitute during the time the teacher borrowed from said Bank, but in no case more than the teacher would have earned. In the event the teacher elects not to return to active employment (should his/her health permit), he/she shall repay this cash amount in total or at the rate of an agreed upon cash amount per year for five years immediately following his/her health



eligibility to return to active employment. All unpaid balance shall be due at the end of the fifth year. This requirement may be waived if the individual is terminated.

6. The Committee may grant up to the number of days requested provided this request does not exceed one half (1/2) the total days in the Bank at the time the request is made. (a) At no time may an individual member of the Bank be granted more than a total of 180 days in any given three (3) year period. TA 10/29/20 on original language.
- (b) At no time may the committee grant more days than currently available.
- (c) If prior to October 1st the Bank falls below 50% of the highest figure contributed to date, the Committee shall solicit new contributions to the Bank.

#### Miscellaneous Provisions

1. The granting of days is subject to availability but never shall be less than one's current contribution.
2. In cases of emergency, by mutual consent of the Board and the Association, any provisions of this agreement may be waived. The Committee shall determine the nature of the emergency.
3. If appeal of any Committee decision becomes necessary the final appeal will be to the membership of the Bank.
4. Any costs other than administrative costs shall be borne by the Association. (These costs are limited to appointed physician's costs only.)
5. Application for the granting of Sick Bank days may be made by the personal representative in cases where the individual employee is unable to do so.
6. The total number of days contributed by any individual shall not be a determining factor in granting use of the Bank.

#### Section C. Bereavement

In the case of a death(s) within the immediate family, the teacher shall be provided with a bereavement leave of five (5) successive school days. The immediate family shall be interpreted as spouse, child, miscarriage (both parents), step-child, grandchild, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, partner, sole surviving relative, executor of an estate, one for whom the teacher has power of attorney, or any other member of the family unit in the same household. If more than one death in the immediate family should occur, five (5) working days will be granted for each death. In the event the death occurs within the immediate family and that family member's services or financial affairs require a different arrangement of bereavements days, arrangements are to be approved by the Superintendent..

One (1) working day shall be granted for the death of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew. One (1) working day, to attend the funeral, will be granted to any teacher who is part of the final services.

TA on miscarriage (both parents) 10/20/20 TA as written 10/30/20 5:45 pm

#### **Section D. Family Illness**

A teacher shall be allowed to be absent up to five (5) days in any school year without loss of compensation in case of serious illness of a father, mother, sister, brother, spouse, child, grandparent, grandchild, or in-law. The use of more than three family illness days will result in the reduction of personal illness days by a one-to-one ratio. The teacher will be required to inform the principal of the relationship to the teacher of the person that is seriously ill.

#### **Section E. Personal Business**

Each fulltime teacher employed under regular contract shall be entitled to three (3) days of absence per school year without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs. Personal Leave Days should not be used for the sole purpose of extending vacation. If in any one school year the teacher shall be absent for reasons covered in this provision for fewer than three (3) days, the remaining days shall accumulate to a total of six (6) days. After six (6) days have been accumulated, the remaining days shall be added to the teacher's accumulated sick days. No more than three (3) consecutive school days may be used at one time for the transaction of personal business and/or the conduct of personal or civic affairs. A written statement shall be submitted to the Office of the Superintendent prior to the occurrence of each leave.

**TA on accumulating 6 days 10/19/20. 7:36 pm Board**  
**rescinded remaining changes.**

**TA 10/29/20 9:15 pm Section**

#### **F. Disability**

The following shall apply to sick leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration, except childbirth which is covered in Section H of this article. Such physical disability shall include, among other items, disability arising from major surgery, physical illness, mental illness or severe emotional disturbance, causing disability for more than three (3) weeks.

1. Anticipated Disability Where disability can reasonably be anticipated, as in the case of a scheduled operation or childbirth, the following rules shall apply:
  - (a) the teacher requesting leave shall notify the Office of the Superintendent of the expected time of leave as soon as reasonably possible
  - (b) the leave of absence shall begin at the end of a grading period, whenever possible, and
  - (c) where the teacher's condition raises any serious problem to the teacher's health in the period to the beginning of leave, the School Corporation may request, and condition the time leave begins on a statement by the teacher's physician as to the teacher's ability to continue teaching.

2. **Time of Return to Teaching Duties** Subject to the notice and other requirements set out in subparagraph 5 of this paragraph G, the teacher may resume teaching duties at such time as in this 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.
3. **Notice of Return to Teaching** As soon as reasonably determinable after the commencement of the disability leave, the teacher shall notify the office of the Superintendent of the estimated 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 estimated time. Teachers intending to resume teaching duties shall so notify the Office of the Superintendent as soon as they have recovered from their disability, and shall furnish the School Corporation proof of the continued disability at any time during such disability, if requested by the Superintendent of Schools. Unless waived by the School Corporation, the teacher shall not be entitled to return to teaching duties unless at least two (2) calendar week's notice is given by the teacher of the intention to return to work.
4. **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 or to a substantially similar position, except in the following instances:
  - (a) where the position and such substantially similar position have been filled by a teacher pursuant to a temporary or regular teaching contract;
  - (b) 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 any available position for which the teacher is qualified or to a position as a fulltime substitute. Such alternate assignment shall extend solely to the end of any current semester if the disability began within 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 procedures under applicable law.

5. **Limitations** No leave under this policy may be granted for a period exceeding one (1) year.
6. **Sick Leave** Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated under applicable law or under the School Corporation's sick 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 sick leave days.

#### **Section G. Emergency Leave**

Upon a teacher's written request to the Superintendent, any leave granted to a teacher may be extended with Board approval.

#### **Section H. Childbirth Leave**

1. **Maximum Leave** A teacher who is pregnant shall be entitled upon request to a leave of absence for a period commencing at the time of physician certified pregnancy through one



(1) year following live birth of the child, subject to this section. A teacher who is adopting shall be entitled, upon request, to a leave of absence for a period commencing at the time of obtaining physical custody of the child to be adopted through one (1) year following said date, subject to this section. However, this Section H (1) shall be limited to only one (1) teacher per family in this School Corporation.

2. **Minimum Leave** The leave shall begin no later than the date the teacher and the teacher's attending physician determine and shall end no earlier than at a time the teacher and the teacher's attending physician determine.
3. **Pregnancy and Child Care Leave** The leave may commence and terminate at the end of any grading period and extend for any period as set forth in subsection 1; and said teacher shall notify the Superintendent in writing of the intention to take such leave, except in case of emergency, at least thirty (30) days prior to the date on which the leave is to begin; such notice shall also state the time of intended return to teaching.
4. **Use of Sick Leave** Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated, but shall be required, at the option of the School Corporation, to present a doctor's certificate of disability and personal physical inability to teach to justify such use of accumulated sick leave days. Such use of sick leave shall be limited to the teacher's personal disabilities directly related to birth of the child.
5. **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 or to a substantially similar position, except in the following instances:
  - (a) Where the position and such substantially similar position have been filled by a teacher pursuant to a temporary or regular teaching contract;
  - (b) where the return is within six (6) weeks of the end of a semester.

In either event, the teacher shall be assigned a teaching position in the following order of preference: to any available position for which the teacher is qualified, or to a position as a fulltime substitute. Such alternate assignment shall extend solely to the end of any current semester if the disability began within 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 procedures under applicable law.

6. **Re-employment** This leave may be taken without jeopardy to re-employment and retirement, subject however, to the statutory rights of the School Corporation with regard to renewal of teaching contracts.

7. **Insurance** – The Board shall continue to pay its contribution towards all insurances during any paid portion of a Childbirth Leave and during any FMLA Portion of a Childbirth Leave.

TA on 10/29/20

## Section I. Parental Leave

A teacher who gives birth or adopts a child or whose spouse gives birth or adopts a child shall be

entitled to **three (3)** of paid parental leave to begin anytime between the birth and/or adoption of the child and one year after the birth and/or adoption. After this day, accumulated sick/personal or family illness days may be used concurrently with any applicable FMLA leave. For a nonbirthing parent a maximum of ten (10) sick days may be used concurrently with FMLA. **TA 10/30/20**

#### Section J. ~~Workmans~~ **Workers** Compensation

A teacher who is absent from work because of injury received on the job receives regular pay from his accumulated sick leave the first five (5) days (chargeable against sick leave). After the first five (5) days, the School Corporation will pay the difference between ~~Workman's~~ **Workers** Compensation and his regular pay. This difference shall be charged against the total dollar value of the teacher's total accumulated sick leave until sick leave is exhausted.

**TA on this item. 10/14/2020**

#### Section K. Jury Duty.

A teacher called for grand or petit jury duty during the required period of absence from assigned duty by the Board shall be paid full regular salary. The teacher shall return to the School Corporation the total amount of per diem allowance earned by the teacher while on jury duty. Provided, however, the teacher will join with the School Corporation in a request to the court to be excused from the jury panel in the event the School Corporation could not obtain a substitute teacher licensed to teach the regular teacher's course.

#### Section L. Subpoena

A teacher, subpoenaed to appear as a witness or required to appear as a defendant in court resulting from activities relating to the teacher's employment with the School Corporation (except in court proceedings to enforce Public Law 217, Acts of 1973), shall receive, during the required period of absence from assigned duty, his full regular salary.

#### Section M. Sabbatical Leave and Special Leave of Absence

**\*\*** According to statute, Rensselaer Central Schools Corporation, upon written request, may grant leaves of absence for periods not exceeding one (1) year to any teacher for study or professional improvement or because of physical or other disability or sickness. or professional improvement, **or because of** physical or other disability or sickness, **or other reasons as agreed to by the Board.**

**TA 10/29/20**

The necessity for sabbatical leave and leaves of absences is recognized by the board as potentially desirable for both the faculty and the Rensselaer Central Schools Corporation.

A teacher returning to the School Corporation at the end of a full year of unpaid leave shall notify the Superintendent of Schools, in writing, of his/her intent by the first (1<sup>st</sup>) day of **March** of proceeding the next school year. Failure to meet the deadline will automatically terminate his/her ensuing employment with the Rensselaer Central Schools Corporation. **A**

[REDACTED]



Military leave and protections for teachers who are absent due to military service shall be granted to any teacher consistent with federal and state law. This includes paid leave, unpaid leave, preservation of pay while on military leave, extension of benefits, and leave before returning to work, as dictated by law. Teachers must also properly notify the Board of the use of this leave. – TA 10/29/20

#### Section R. Public Office Leave

If a teacher is elected to public office, the teacher shall be granted a leave of absence without pay for a period of time to ensure the teacher may serve the office to which he/she was elected. The teacher shall notify the Board in writing of the use of this leave.

TA on 10/19/2020 7:41pm

#### Section S. Association Leave

At the Association's discretion, the President(s) of the Association and/or his/her designee(s) shall be entitled to use up to a total of five (5) days for conducting Association business. Additional days may be granted upon the approval of the superintendent. Leave may be taken in half day units.

TA of original 5 days 10/19/20.7:42 pm

#### Section T. Association Office Leave

A leave of absence of up to three (3) years may be granted to any teacher upon application for the purpose of serving as an officer or staff member of the Association (local, state, and/or national). Upon returning from such leave, such teacher shall be placed at the next level on the salary schedule from their last year of employment and the teacher's other rights will continue from the point that the teacher commenced his/her leave. TA on this item 10/19/20.

#### Section U. Unpaid Leave

In addition to other applicable leaves, the Board may grant a leave of absence to a teacher for a period of up to one year without pay or benefit contributions.

RCCTA counters with striking U if Section M is updated to read: According to statute, Rensselaer Central Schools Corporation, upon written request, may grant leaves of absence for periods not exceeding one (1) year to any teacher for study or professional improvement, ~~or because of~~ physical or other disability or sickness, ~~or other reasons as agreed to by the Association and Board.~~

~~RCCTA counters with striking U and adding this to M and striking Association.~~

RCCTA agrees to strike Association and move to M.



teacher requesting an unpaid leave of absence due to physical or mental disability shall use 50% of their sick and personal days, leaving no less than 10, prior to the leave taking effect.

TA 10/29/20 9:20 pm

#### Section N.

##### Attendance Incentive:

Conference Days will not count as days absent.

All benefits received for Attendance Incentive days shall be deposited into the teacher's individual VEBA account. Deposits shall be made annually within thirty (30) days following the end of the Spring semester.

1. A staff member with zero days absent per semester has the opportunity to sell back to the corporation up to three days at \$50 per day.  
Three days: One personal day and two sick days  
Two days: One personal day and one sick day  
One day: One personal day
2. A staff member with a half day absent, one day absent, or one and one-half days absent per semester has the opportunity to sell back to the corporation up to two days at \$50 per day.  
Two days: One personal day and one sick day  
One day: One personal day
3. A staff member with two days absent or two and one-half days absent per semester has the opportunity to sell back to the corporation one day at \$50 per day. One day: One personal day

TA on original language 10/30/20 7:47 pm

#### Section O. Summer School Leave

When a summer school teacher must be absent from work, the cost of the substitute teacher shall be paid by the Board and the regular summer school teacher shall not be paid.

TA of this item. 10/14/20

#### Section P. Family and Medical Leave Act (FMLA) Leave.

1. When a teacher chooses to utilize FMLA and sick days concurrently, the teacher may retain up to five sick days.
2. For determining eligibility for FMLA, a rolling twelve (12) month period looking back shall be utilized. For determining the number of FMLA days available to a teacher, a rolling twelve (12) month period looking forward shall be utilized.
3. The Board will continue its insurance contributions for a teacher on an FMLA leave. TA 10/29/20

#### Section Q. Military Leave

TA 10/29/20

## ARTICLE IV Compensation and Expenses

### Section A. Salaries

- 1. Appendix "A" – 2019-2020 Compensation Plan
- 2. Appendix "B" – 2019-2020 Returning Full Time Teachers Salary Range and New Teacher Base Salary
- 3. Appendix "C" – 2019-2020 Base Salary Schedule

Both agree to change. This will be considered a TA of this item. 10/14/20

### Section B. – 1. 2019-2020 Extra Curricular Schedule – Appendix "D"

TA of this item. 10/14/20

#### 2. Extra-Curricular Wage Payment Agreement

- a. Staff members who request for an ECA stipend to be split may submit their request to the Superintendent and Association President for consideration. Any granted request will only be applicable for the school year in which it was granted. A split stipend shall be divided equally.
- b. Teachers may elect to receive payment of an ECA stipend as follows:
  - 1. Lump sum payment upon completion of ECA duties.

TA on 2a. 10/29/20 TA on 2 as written 10/30/20

### Section C. – Extended Contracts

Teachers on extended contracts will be paid at the teachers' daily rate. For informational purposes only, the school year shall be one hundred eighty-three and one-half (183.5) days and the extended contracts are:

1. X

TA on strike of extended contracts 10/19/20 7:45 pm Section

### D. – Mileage Reimbursement

If a teacher is required by School Administration to use a private car to pursue assigned school duties, except in connection with athletic events, the teacher shall be reimbursed at the board approved reimbursement rate.

TA board rate 10/19/20 7:47 pm



### Section E. Wages and Ancillary Duties

- 1. Instructors will be paid at the rate of \$30.00 per hour for:
  - a. Driver's Education
  - b. Grad Point
  - c. Professional Development
- 2. Instructors will be paid at the rate of \$20.00 per hour for:
  - a. Tutoring
  - b. Supervising Alternative School Lunch
  - c. Supervising Saturday School or Extended Detention
  - d. Attending Professional Development Outside the Contract Time
  - e. Mentoring New Teachers
  - f. Working with Students After the Contract Day
- 3. Instructors will be paid at the rate of \$25.00 per hour for:
  - a. Homebound Instruction
  - a. New Teacher Orientation

TA 10/29/20

- 4. Instructors will be paid at the rate of \$30.00 per hour for:
  - a. Homebound Instruction

TA 10/29/20 9:22 pm

- 4. Elementary Tech Coaches will be paid at the rate of \$714.00 per school year. The Board and the Exclusive Representative will review these positions annually.
- 5. Club Positions not on the Extra Curricular Schedule that have been determined by the Board will be paid at the rate of \$303.00 per year. The Board and Exclusive Representative will review these positions annually.
- 6. It was not bargained but discussed that the school will determine the parameters, restrictions and/or limitations on these activities.

### Section F. Wage Payment Agreement

Board countered with first sentence reading: Salaries shall be distributed in twenty-six equal (26) payments. The first payment of the 2020-21 school year will be August 28, 2020. The first payment of the 2021-2022 school year is September 3, 2021. If a holiday falls on a Friday, salaries will be distributed the regular workday preceding the holiday. In July 2021, there will be 3-week gap between pays.

TA 10/30/20

### Section G. Raises and Stipends

Within thirty (30) calendar days of the latter of ratification of the collective bargaining

agreement and finalization of the previous year's evaluation, the Board shall:

1. Issue back pay associated with any raises to each teacher for which the teacher qualified as per the Compensation Model.
2. Increase each subsequent paycheck of each teacher for which the teacher qualified as per the Compensation Model.
3. Issue any applicable stipends as per the Compensation Model.

TA 10/30/20 5:58 pm

#### ~~Section H. Athletic Pass~~

~~Each teacher shall receive an annual single athletic pass at no cost. In order to receive an annual family athletic pass, a teacher must work at three events.~~

~~No TA on this item as of 10/29/20~~

TA on striking 10/30/20 7:36 pm

#### ~~Section I. Professional Memberships~~

~~Teachers shall be reimbursed for up to one hundred dollars (\$100.00) per year for membership in one professional organization of their choice. Prior to payment of dues, teachers must submit an original invoice to the business office for payment of such dues by the business office through the regular monthly claim docket. Members of the Association who do not utilize payroll deduction shall be reimbursed the \$100.00 by October 31st. A list will be provided to Central Office by the Association by October 1 of those who need reimbursement for membership in the Association.~~

TA on striking all of section 10/19/20 7:52 pm

#### ~~Section J. Before and After School Care~~

~~Each teacher shall receive twenty (20) hours per child of before and after school care without charge for use with that teacher's child(ren).~~

Both sides agree. This will be considered a TA for this item. 10/14/20

#### ~~Section K. Required Expanded Criminal History Background Check~~

~~The Board shall pay the cost of all Indiana expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per IC 20-26-5-10.~~

TA 10/30/20 6:00 pm

#### ~~Section L. Ownership of Work Products~~

~~As a fringe benefit, a teacher will retain ownership of his/her work products.~~

TA on rescinding 10/30/20



## ARTICLE V Insurance and Severance

### Section A. Life Insurance

The Board agrees to provide group life insurance in the amount of \$50,000, twice that in the event of accidental death. The Board will pay all but one dollar (\$1.00) of the premium. The Board will determine the insurance company to provide this benefit. The teacher will have the option to extend this coverage to \$100,000 by paying any additional cost. In order to extend this coverage the teacher may have to provide proof of insurability. Both sides agree. This will be considered a TA on this item.

### Section B. Health Insurance

The Board agrees to maintain and contribute to a group medical and hospital plan or plans agreed to by the Rensselaer Central Classroom Teachers Association. Teachers electing to be covered by this plan may select either the single plan or the family plan and the teacher shall pay any necessary difference for the premium. The plans are funded by the Board, per month, as follows:

#### Plan "B" PPO

Family	\$955.00 (\$900.00 towards rate + \$55.00 Clinic Fee)
Employee +1	\$955.00 (\$900.00 towards rate + \$55.00 Clinic Fee)
Single	\$614.22 (\$559.22 towards rate + \$55.00 Clinic Fee)

#### Plan "C" 1,500/3,000 HSA

Family	\$955.00 (\$900.00 towards rate + \$55.00 Clinic Fee)
Employee +1	\$955.00 (\$900.00 towards rate + \$55.00 Clinic Fee)
Single	\$613.58 (\$558.58 towards rate + \$55.00 Clinic Fee)

#### Plan "D" 5,000/10,000 HSA

Family	\$955.00 (\$900.00 towards rate + \$55.00 Clinic Fee)
Employee +1	\$955.00 (\$900.00 towards rate + \$55.00 Clinic Fee)
Single	\$522.22 (\$467.22 towards rate + \$55.00 Clinic Fee)

The Board will contribute to an employee's Health Savings Account if the following are met:

Plan "C"	Employee Contribution	Board Contribution
	\$ 500.00	\$1,000.00
	\$1,000.00	\$1,500.00
Plan "D"	\$ 500.00	\$1,000.00
	\$1,500.00	\$2,000.00

Both sides agree. This will be considered a TA on this item.

### Section C. Dental Insurance

The Board will maintain and contribute toward a dental insurance plan. Teachers electing to be covered by this plan may select either the single plan or the family plan and the teacher shall pay any necessary difference for the premium. ~~A summary of dental insurance benefits is found in the appendices.~~ The Board will contribute to the individual employee's group dental insurance carried through the Rensselaer Central School Corporation as follows per month:

Family Plan	\$50.00
Employee + Children	\$50.00
Employee + Spouse	\$50.00
Employee Only	\$18.40

**This will be considered a TA for this item. 6:30 pm**

### Section D. Vision Insurance

The board will maintain and contribute toward a vision insurance plan. Teachers electing to be covered by this plan may select either the single plan or the family plan and the teacher shall pay any necessary difference for the premium. The Board will contribute to the individual employee's group vision insurance carried through the Rensselaer Central Schools Corporation as follows per month:

Family Plan	\$7.19
Employee +1	\$7.19
Employee Only	\$7.19

**This will be considered a TA for this item.**

### Section E. Refunds

In the event of any refund by insurance companies made on teacher-related policies, such refunds shall be returned and paid to the teacher who paid premiums on a prorated basis or be applied to adjusting future premium payments in such insurance plan. **This will be considered a TA for this item.**

### Section F. Section 125

The School Board agrees to maintain a Salary Reallocation Plan under Section 125 of the Internal Revenue Code.

**Both sides agree. This will be considered a TA for this item.**

### Section G. Insurance While on Unpaid Leave

Any teacher on a leave, who is not being compensated for such leave or whose compensation for such leave has expired may continue his/her insurance by paying to the School Corporation an amount equal to the total sum of the cost of the insurance prior to such leave (or when compensated leave expires), and the School Corporation shall thereupon continue the insurance for such teacher for the duration of the leave so anticipated.

TA on 10/29/20

#### Section H. **Severance**

An individual who is employed as a bargaining unit member at the time of retirement, has completed not less than fifteen (15) full years of service as a professional educator with the Rensselaer Central Schools Corporation, and has reached the age of fifty-six (56), will be eligible for the following group health benefit provided the teacher has otherwise satisfied the requirements and conditions described below.

Immediately following retirement, the teacher and his/her spouse, if any, shall have the option of remaining in the Rensselaer Central Schools Corporation's current group health insurance plan if all of the following conditions are met as of the date of retirement and thereafter:

- a. While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse 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 spouse, if any.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Rensselaer Central Schools 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 spouse 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. **TA on leaving in H 10/19/20 7:56**

#### Section I. **Insurance for Teachers on a Partial Load**

The Board contributions for life, medical, and dental insurance will be prorated for a teacher teaching less than a 100%-contract (i.e. a teacher with a ½ day contract will receive 50% of the board contributions toward these benefits). **TA original language 10/29/20**

#### **Section J. Initiation and Termination of Insurance**

**Representatives of the parties shall meet with a representative from the insurance carrier during the term of this agreement to discuss initiation and termination of insurance.**



**TA 10/30/20**

**Section K. Long Term Disability Insurance**

Before March 31, 2021, the Board shall issue a request for proposals for group long term disability insurance. Before May 31, 2021, the parties shall have presentations by vendors responsive to the request for proposals.  
Board countered with striking all of K.

**This will be considered a TA on this item.**

**Article VI:**

**Buy Out of Retirement Benefits**

**Section A. Elimination of Prior Master Contract's Retirement Bridge and Severance Benefits**

The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Those teachers who retired before the effective date shall only be entitled to the retirement benefits contained in the prior Master Contract as of the time of his or her retirement, but as may be otherwise revised from time to time.

**Section B. Entitlement to Retirement Benefits and Vesting Requirements**

Upon retirement from the Rensselaer Central Schools Corporation, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following vesting requirements:

1. The retiring teacher has reached the age of fifty-six (56); and
2. Immediately prior to retirement, the teacher must have completed not less than fifteen (15) full years of service as a professional educator with the Rensselaer Central Schools Corporation.
3. The retiring teacher must submit a written unconditional and irrevocable letter of resignation to both the Board and the Superintendent no later than March 1 of the year when retirement is to begin. However, in the event a teacher is unable to give the required notice because of an accident, ill health, or for another unforeseen reason as determined by the Board, the Board shall accept the teacher's late letter of retirement.
4. A retiring teacher who is eligible for severance only, as provided for in the Agreement immediately before this amendment's effective date, will not have the offset taken away from the total severance pay as calculated at the time of retirement. Further, such payment shall be made into the individual's VEBA account.

**Section C. Actuarial Determination of Value of the Current Retirement Benefits** The Educational Services Corporation was selected to determine the present value of the unfunded benefits described in the terminating sections of the Master Contract. In making



this present value determination, the Educational Services Corporation shall use the following assumptions:

1. The assumed interest rate for the purpose of determining the present value is four percent (4%) in the first two (2) years of the plan and seven and one half percent (7.5%) each year thereafter. However, for postretirement cash flow purposes, a four percent (4%) interest rate shall be used.
2. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-eight (58), or at the end of the current year if the individual is already age fifty-eight (58) or older. If an employee continues employment after the attainment of age fifty-eight (58), the employee does continue to receive all ongoing Board contributions to the 401 (a) and VEBA, and the employee does continue to share in any future forfeitures.
3. The Board's contribution to the annual post-retirement single or family health insurance premiums will be assumed to be three thousand dollars (\$3000.00). Irrespective of the teacher's anticipated date of retirement, no further increase in this annual cost is to be assumed. Furthermore, payments will be deemed to terminate when the individual would otherwise be eligible for Medicare.
4. The anticipated amount of the retirement bridge shall be determined using the amount of annual benefit described in Article XIX of the Master Contract before this Amendment. However, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-eight (58), or (b) satisfaction of the eligibility requirements of this Article.
5. Using the method of calculation described in Article XIX of the Master Contract before this Amendment, the benefit for each employee will be determined, subject to the following adjustments:
  - (a) Sick leave accumulation shall be calculated as of June 30, 2004
  - (b) The employee's base daily rate will be increased by assumed years of service.
6. The present value of these future benefits will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if these benefits had been paid directly to the employee.
7. Employees hired after the 30<sup>th</sup> day of June, 1995 shall not be entitled to any payment for the eliminated benefits. In other words, no contribution shall be made for individuals hired or rehired on or after the 30<sup>th</sup> day of June 1995. However, all employees hired through the 2003-04 school year shall receive a buy out amount for health insurance.
8. Amounts forfeited upon termination of employment because of the failure to meet the vesting requirements in Section B shall not be reinstated or reccredited if an individual is subsequently rehired or re-employed by the Rensselaer Central Schools Corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.
9. The present value of these benefits under the Master Contract before this Amendment shall be calculated, effective as of the 30<sup>th</sup> day of June, 2004.
10. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of the 30<sup>th</sup> day of June,

2004: base salary, age, years of service, and accumulated sick leave. The RCCTA shall assist in the preparation of this verification sheet for each teacher. However, the Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board within ten (10) days of receipt of the verification sheets.

Using the above assumptions and the other assumptions contained on the buy out spreadsheet, the Educational Services Corporation shall prepare the present value calculations for each teacher and the contributions described hereinafter will be made.

#### **Section D: Buy Out Contributions**

- 1.VEBA. The Rensselaer Central Schools Corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501©(9) of the Internal Revenue Code, that amount representing the present value of the group health insurance benefits (and term life insurance\*) as calculated for all employees under subsection C above. The RCCTA shall be the organization administering the VEBA and shall determine the single investment vendor for the VEBA. The terms and conditions for the administration and operations of the VEBA shall be as follows:
  - a. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
  - b. Until such time that an employee has retired and satisfied the vesting requirements in Section B, the employee shall have no access to the assets held in his or her separate VEBA account.
  - c. If an employee retires or otherwise terminates employment before satisfaction of the vesting requirements in Section B, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Corporation in initially determining the present value calculations. The VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:
    - i.Employees who forfeited their VEBA accounts in the same year;
    - ii.Employees who previously forfeited their VEBA accounts; and
    - iii.Employees who have terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty-eight (58), but have not terminated employment may share in the reallocation forfeiture, but on a reduced actuarial basis.

- (d) Following retirement and the satisfaction of the vesting requirements in Section B, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for

unreimbursed medical expenses of the employee, spouse, and dependents.

Furthermore, following the death of an employee who had otherwise satisfied the requirements of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

© The Rensselaer Central Schools Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

(2) 401(a) Plan. The Rensselaer Central Schools Corporation shall establish a qualified retirement plan as described in section 401(a) of the Internal Revenue Code. The total sum of the amount calculated by Educational Services Corporation as the present value for the retirement pay and severance benefits shall be contributed by the Rensselaer Central Schools Corporation to the 401(a) plan by the 31<sup>st</sup> day of December, 2004. The single investment vendor for the 401(a) plan shall be determined by the RCCTA. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

- a. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
- b. Until such time that an employee has retired and satisfied the vesting requirements in Section B, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
- c. If an employee retires or otherwise terminates employment before satisfaction of the vesting requirements in Section B, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:
  - i. Employees who forfeited their 401(a) plan accounts in the same year;
  - ii. Employees who previously forfeited their 401 (a) plan accounts; and
  - iii. Employees who have terminated employment in or before the year of the reallocated forfeiture.

Furthermore, 401 (a) plan accounts of employees who have attained the age of fifty-eight (58), but have not terminated employment may share in the reallocation forfeiture, but on a reduced actuarial basis.

- d. Following retirement and the satisfaction of the vesting requirements in Section B, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of this Article, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) plan account.

- e. The Rensselaer Central Schools Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401 (a) plan assets.

#### **Section E: Future Adjustments**

The parties agree that this Article, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Article shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

#### **Article VII Retirement Savings: 401 (a) Annuity Plan and 403 (b) Annuity Plan**

- A. The Board shall provide and maintain a qualified 403(b) plan. All contributions and procedures will be in compliance with the Rensselaer Central Schools Corporation 403b Plan Document.
- B. The Rensselaer Central Schools Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.

The Board agrees to contribute into each individual's separate 401(a) account:

1 year \$125

2 years \$150

3 years \$175 and following established pattern through

20 or more years \$600

All employees currently on the 403(b) schedule from the previous Master Contract will continue their current placement on the 401(a) schedule. Teachers on a Board approved leave shall not receive any Board contribution for the period of leave.

- C. 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 determined by the RCCTA.
- D. Each bargaining unit member shall be 100% vested in these individual 401(a) accounts upon the completion of her fifth year of continuous employment with the Rensselaer Central Schools Corporation.

#### **Article VIII Retirement Savings VEBA Plan**

- A. The Rensselaer Central Schools Corporation shall contribute to the voluntary employees beneficiary association ("VEBA") as described in section 501©(9) of the Internal Revenue Code. The Board agrees to contribute:

1 year \$125

2 years \$150

3 years \$175 and following established pattern through  
20 or more years \$600

All employees currently on the 403(b) schedule from the previous Master Contract will continue their current placement on the VEBA schedule. Teachers on a Board approved leave shall not receive any Board contribution for the period of leave.

The Board shall make equal monthly contributions throughout the school year, and will complete its contributions on or before September 1 of each succeeding year. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA Plan. The single investment vendor for the VEBA plan shall be determined by RCCTA.

- B. Each bargaining unit member is considered vested in these individual VEBA accounts upon the completion of his/her fifth year of continuous employment with Rensselaer Central Schools Corporation.

## **ARTICLE IX – Grievance Procedure**

### Section 1. Definitions

A. A “grievance” is a claim by one or more teachers of a violation, a misapplication, or a misinterpretation of this contract. Grievances must have the approval of the Association Executive Committee in order to be taken to the arbitration level.

B. The term “day” as used in this article shall mean school days except during the summer recess the term shall mean weekdays.

### Section 2. Confidentiality

A. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the proceedings.

B. No reprisal of any kind shall be taken by or against any participant who is properly following 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 with the exception of the final determination, if sustained, and shall not be valid basis for evaluations.

### Section 3. Adjustments

A. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having it adjusted, if the adjustment is not inconsistent with the terms of this contract, and the exclusive representative has been given an opportunity to be present at all such hearings above Step One (Sec. 4, Step 1).

### Section 4. Procedure

Step One: A grievance shall be initiated in one (1) of the following ways within twenty (20) days of the date the grievant knew or should have known of the alleged violation:

1. The grievant may approach his/her Building Principal to present the grievance in his/her own behalf.

2. The grievant may request a representative of the Association accompany him/her to present the grievance to the Building Principal. In such case, the Building Principal shall not initiate any conversation with the grievant prior to a meeting at which the Association representative is scheduled to be present.

Step Two: In the event the grievance is not resolved at the Step One level, the grievant may file a formal grievance, in writing, with the Building Principal. The formal written grievance shall be filed within six (6) days of the oral discussion held at Step One. 1. The signed grievance form shall be filed in quadruplicate with one (1) copy for each of the following:

- A. Association
  - B. Grievant
  - C. Building Principal
  - D. Superintendent
2. The written grievance shall include the following information:
    - A. The date the alleged contract violation occurred.
    - B. The contract section(s) alleged to have been violated.
    - C. The facts/reasons for filing the grievance.
    - D. The specific relief requested by the grievant.
    - E. Any other information deemed important by the grievant.
  3. The teacher or Building Principal may request that a hearing be held in an effort to seek a resolution of the grievance. The Association representative may accompany the grievant to the hearing.
  4. The Building Principal shall communicate his/her response in writing to the grievant and the Association representative within six (6) days of receiving the formal written grievance or within six (6) days of the hearing, if such hearing is requested. The Principal's response shall be attached to a copy of the written formal grievance.

Step Three: If the grievance is not resolved at the Step Two level, the teacher may, within five (5) days of receipt of the Building Principal's written response, appeal to the Superintendent or his/her designee. The appeal shall contain the formal written grievance and the Principal's response.

1. The grievant may include a written response to the Principal's "Step Two Level" response.
2. The grievant or Superintendent may request a hearing in an effort to resolve the grievance. An Association representative may accompany the grievant to such hearing. The Superintendent may request the presence of the Building Principal at the hearing.

The Superintendent or his/her designee shall give the grievant a written response no later than five (5) days after receipt of the written appeal or five (5) days after the hearing, if such hearing is requested.

Step Four: Appeals to the Board

1. If the grievance is still unsolved, it may be appealed to the Board by filing the written grievance and the written answer no later than ten (10) days after receipt of the Superintendent's reply. A hearing of the grievant, Association

representative, and the Board, or its designated representative(s), shall be held within fifteen (15) days following receipt of such notice. The Superintendent shall promptly notify the grievant and the Association's representative of the date, time, and place where such appeal shall be heard.

2. The Board's written decision shall be transmitted to the grievant and the Association's representative within five (5) days after the hearing.

#### Step Five: Arbitration

If the grievance is not satisfactorily resolved in Step IV, or if the Board fails to answer the grievance as required, the grievant and/or Association may within ninety (90) working days of the date the decision should have been rendered, may be submit the grievance to Binding Arbitration. After notifying the Board that the matter shall be submitted to Binding Arbitration, the following procedures shall be followed:

1. The two parties shall attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within ten (10) days after notification is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The arbitrator shall set forth his/hers finding and conclusions on the issues submitted within thirty (30) days following the hearing. The findings and recommendations of the arbitrator will be binding to the Board and to the Association.
2. The Board and the Association agree that neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
3. The cost of the arbitrator under this article shall be divided equally between the Board and the Association. Any other expense involved in conducting the arbitration hearing shall be borne by the side incurring such expense. TA 10/29/20

#### Section 5. Time Limits

- A. Time limits stated herein may be extended only by mutual written agreement, and that have been signed by both parties.
- B. Time limits stated in the grievance procedure apply to a grievant on leave of absence as if the grievant is present and working.
- C. If a grievance, for which the grievant has made a written request to be taken to the next step, is not advanced to the next step within the time limits, it shall be deemed resolved by the answer given at the previous step and the right to further processing shall be waived.
- D. Only grievances arising during the term of this contract shall be processed under this article.

#### Section 6. State and Federal Law

Nothing contained herein shall deny and employee his/her rights under state or federal constitutions and laws.



## ARTICLE X:

### Term of Agreement

If any change in the state law or regulations requires a change in this contract, this contract shall be reopened for the sole purpose of addressing the specific contract item addressed by the law or regulation.

### Severability

Should a court of competent jurisdiction declare any article, section, or clause of the agreement illegal, said article, section, or clause shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement, provide the deleted article, section or clause does not affect them.

TA on this item 10/19/20. 6:30 pm

CONTRACT BETWEEN THE BOARD OF SCHOOL TRUSTEES OF  
THE  
RENSSELAER CENTRAL SCHOOLS CORPORATION  
AND THE  
RENSSELAER CENTRAL CLASSROOM TEACHERS ASSOCIATION

This Agreement is effective ~~August 1 July 1, 2019- 2020 through June 30, 2020 2021~~ TA  
of this item.

Ratified by both parties on this ~~22<sup>nd</sup>~~-day of ~~October, 2019~~ 2020



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PRESIDENT  
BOARD OF SCHOOL TRUSTEES

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PRESIDENT  
CLASSROOM  
TEACHERS ASSOCIATION

- Appendix "A" – 2019-2020 Compensation Plan  
Appendix "B" – 2019-2020 Returning Full Time Teachers Salary Range and New Teacher Base Salary  
Appendix "C" - 2019- Base Salary Schedule  
Appendix "D" – 2020 Extra-Curricular Schedule  
2019-2020

**TA of this item.**

## Appendix A

### Rensselaer Central Schools Corporation

#### Compensation Plan

##### 1. Salary Range

\$35,000 - \$64,184 not including current year increases or TRF contributions.

##### 2. Base Salary Increases

A. Amount available for base salary increases for Evaluation and Experience \$0

B. General Eligibility

1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.

2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.

C. Factors and Definitions

1. Evaluation – The teacher received a highly effective or effective evaluation rating for the prior year.

2. Year of Experience- The teacher was employed in the corporation for at least 120 days in the prior year.

D. Distribution for Evaluation Rating and Experience Factors

1. Points awarded for each factor

- Experience 20 points
- Evaluation Highly Effective 80 points  
Effective 60 points  
Needs Improvement 0 points  
Ineffective 0 points

- The available funds will be divided by the sum of points earned by all eligible teachers to determine the dollar value per point.
- Salary increase amounts are determined by multiplying each teacher's point u the dollar value per point.
- The maximum number of points a teacher can earn = 100 points
- Any eligible teacher employed by the Board on less than a full time basis (1FTE) shall be awarded points on a prorated basis in proportion to the

percentage of one full time equivalent (1FTE) for which the teacher is employed.

### **3. 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 that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be equally redistributed as an increase to the base salary to all teacher rated effective or highly effective based on eligibility criteria.

### **4. Stipend**

A stipend of \$1250.00 will be paid to each eligible teacher as determined by B. General Eligibility and C Factors and Definitions.