

AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF

THE NORTH VERMILLION COMMUNITY SCHOOL CORPORATION AND

THE NORTH VERMILLION CLASSROOM TEACHERS ASSOCIATION

~~NOVEMBER 9, 2021- JUNE 30, 2022~~

July 1, 2022- June 30 2023

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**ARTICLES OF AGREEMENT**

This Agreement is entered into this **1<sup>st</sup> day of July 2022** ~~9th day of November, 2022~~ by and between the Board of School Trustees of the North Vermillion Community School Corporation, hereinafter called the "Board", and the North Vermillion Classroom Teachers Association, hereinafter called the "Association".

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## ARTICLE I

### RECOGNITION AND DEFINITIONS

#### A. RECOGNITION

##### 1. ASSOCIATION RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative for certificated contractual employees of the Board, except the Superintendent, the Principals, Assistant Principals, Athletic Director, Head Basketball Coach, Head Football Coach, Alternative School Director and Corporation Technology Director.

#### B. DEFINITIONS

1. The term "Association" or "NVCTA" when used in this contract shall refer to the North Vermillion Classroom Teachers Association and any person(s) authorized to act on its behalf.
2. The term "day" when used in this contract shall be considered to mean:
  - a. During the school year: Any regularly scheduled teacher work day.
  - b. During the summer months: Monday through Friday (July 4 excluded).

## ARTICLE II

### COMPENSATION AND EXPENSES

**Teachers who are rated effective and highly effective, (except as provided by Indiana Code 20-28-9-1.5), and taught at NVCS in the 2021-22 school year will receive a \$2,000 base increase.**

- A. 1. The 2022-2023 school year compensation plan is set forth in Appendix A,
2. Eligibility Criteria:
    - a. In accordance with Indiana law, no teacher shall ever be eligible to earn a base salary increase if the teacher receives an evaluation rating of needs improvement or ineffective during the preceding school year except as provided by Indiana Code 20-28-9-1.5. In other words, a teacher rated ineffective or improvement necessary will remain frozen at his/her 2021-2022 base salary.

- b. The teacher must have been employed for at least 120 days by the North Vermillion School Corporation during the prior school year.

3. Factors and Definitions:

- a. EVALUATION: The teacher was evaluated as highly effective or effective in the prior school year.
- b. EXPERIENCE: The teacher was employed for at least 120 days by the North Vermillion School Corporation during the prior school year and returns to employment with the North Vermillion School Corporation in the current school year.

4. Distribution: Amounts to be added to a teacher's base salary:

- EVALUATION= \$1,000

- EXPERIENCE = \$1,000 (The amount attributed to this factor does not exceed 50% of the teacher's total base salary increase).

Any teacher who did not qualify for a salary increase due to I.C. 20-28-9-1.5 (e) ~~(e) and (e)~~ shall have their total expected entitlement divided equally amongst all teachers who did qualify for an increase in the 2022-2023 school year. This amount shall be given to said teachers in the form of a stipend no later than June 30, 2023.

For the 2022-2023 School Year: Teachers on leave at the beginning of the school year (August 10, 2022) will not move up the salary schedule until returning to their full-time position, pay will not be retroactive for these teachers; however, their "new rate," will begin on the first date of returning to work.

New hires for 2022-2023 will be placed on the new salary schedule nearest, but not below the rate that they were approved.

**The range of salaries prior to base salary increases being applied is \$38,000 to \$67,000. The range of salaries after base salaries increases are applied will be \$40,000 - \$69,000.**

- 5. The compensation plan and rules governing the placement of teachers on the 2022-2023 Extracurricular schedule is set forth in Appendix B.
- 6. The Board shall pay to the three percent (3%) retirement contribution for all teachers to the Indiana Public Retirement System for all teacher hired prior July 1, 1995 and the State's required percentage for all teachers hired on or after July 1, 1995 (e.g. as of August 1, 2010 that percentage is ten and on half

percent (10.5%).

B. For initial placement as a new hire for the North Vermillion School Corporation:

1. Any Teacher without any experience shall begin at Level 1. **The Superintendent has the right to place teachers with zero years' experience up to Level 3 with discussion with the Association and up to Level 6 with Agreement from Association.**
2. Any "New Teacher" entering North Vermillion with previous years of experience (according to INPRS AND who is not retired and receiving a pension will be placed at a step related to a current teacher at North Vermillion in they "mirror" under the following two principals: 1. That particular teacher's years of service, (according to the Indiana Public Retirement System AND 2. When possible, that particular teacher's degree.
3. Any "New Teacher" entering North Vermillion with previous years of experience (in state or out of state private school teaching experience)" will be granted one year of experience on the Salary Schedule for every two years of experience.
4. Any Retired teachers receiving an INPRS pension shall not be placed higher than Level 11.

**5. The Salary Range for the 2022-2023 school year is \$40,000-\$69,000.**

**6. New Hire language:**

**7. The Superintendent may hire a teacher lower than the mirrored rate if both parties agree AND prior to offering said situation the Superintendent will notify the Association President**

**8. The Superintendent may offer up to \$5000 one time sign on bonus**

- C. 1. Teachers will receive their pay by direct deposit.
2. Teachers may elect to receive all remaining monies due for the regular school year on the first pay day following July 1 st of that school year, if he/she notifies the NVCSC treasurer, in writing. This provision is waived in any year in which there is a state delayed payment. This request will remain in effect for each consecutive year unless a new election is made. At the end of each school year, the teacher will have the chance to change his/her election for the following year.

### ARTICLE III FRINGE BENEFITS

- A. The Board shall provide the contracted teachers a group life insurance protection plan, which shall pay the teacher's designated beneficiary the sums as follows:

Fifty thousand dollars (\$50,000).

In the event of an accidental death, a sum of not less than two (2) times the listed amount shall be paid. The Board shall pay but one dollar (\$1.00) of the annual premium.

- B. The Board shall provide for contracted teachers a health insurance plan for a twelve (12) month period, which provides individual and/or family type medical and hospitalization which includes surgical and major medical benefits, agreed upon by both parties.

The Board shall pay premiums as follows;

1. Single Plan - The Board shall pay six-thousand, nine hundred dollars, (\$6,900.00) ~~(\$7,320)~~ for a twelve-month period, five hundred, seventy-five dollars (~~\$575.00~~) ~~(\$610)~~ per the premium for a single plan of insurance.
2. Family Plan - The Board shall pay eleven thousand, four hundred dollars, (\$11,400) ~~(\$12,300)~~ for a twelve-month period, nine hundred, fifty dollars (\$950.00) ~~(\$1,025)~~ toward a family plan of insurance.

Employees must pay costs that exceed this amount.

- C. During any unpaid approved leave over six weeks in length, the school corporation will not contribute any portion of the teacher's insurance program premium for the entire period of the leave. The teacher shall be allowed to continue in the program for the period of the leave by making arrangements with the Office of the Superintendent in advance and paying the full group rate premium a week in advance of the due date without reminders from the Office monthly or the policy will be discounted consistent with applicable law. **This does not apply FMLA qualifying leaves.**

- D. Long Term Disability Insurance:

Each contract teacher shall be provided the opportunity to participate in a long term disability insurance program that provides for a minimum benefit of sixty-six percent (66%) salary beginning on the ninety-first (91st) day of disability to age sixty-five (65). The Board shall pay all but one dollar (\$1.00) of the premium.

- E. Any teacher who retires under the requirements of the Indiana Public Retirement System shall be allowed to participate in the health insurance plan. Such participation shall be at the group rate and at their own expense by making arrangement in advance with the Corporation Business Office and paying each month's premium in advance.

- F. 403(b) Plan:

**The parties to this Agreement agree that the Board's contributions to the 403(b) Matching Annuity Plan shall be two percent (2%).**

G. Flexible Fringe Benefit Program:

The benefits provided to employees by Section 125 of the Internal Revenue Act of 1978 shall be made available to bargaining unit members. The teacher may elect to deduct an amount up to the maximum IRS allowable amount from his/her base salary which shall be set aside for a Section 125 Flexible Fringe Benefit Program which shall include non-taxable benefits of Medical Insurance Disability Insurance, Section 79 Life Insurance, Non-Reimbursed Medical Expenses, Child Care, and/or taxable benefits of cash. Costs as may be incurred by those participating in reimbursement plans are at the expense of the bargaining unit member.

H. When ten or more teachers request payroll deduction for a tax-sheltered annuity with a single carrier, such payroll deduction shall be granted.

#### ARTICLE IV

##### SICK AND OTHER SHORT-TERM LEAVES

A. Leave Days

Leave days shall be credited annually to certified employees on the following basis:

1. Each teacher shall be granted thirteen days (13) with pay per year while serving as a teacher in the Corporation.
2. All teachers in this School Corporation may accumulate unused leave days to a maximum of 110 days.
3. Each teacher whose leave days accumulation has exceeded the maximum as defined above, shall be compensated at the rate of sixty-five (\$65.00) per day. Such compensation shall be calculated at the end of each school year and be paid to the teacher's 403(b) account on or before August pt\_
4. The annual leave (13 days) may be used for any reason, however, a teacher may take no more five (5) days consecutively more than one time during the school year. Should a teacher request more than three (3) consecutive days after the first occurrence, the request will need administration approval for those days to be granted. These leaves days shall not be used for the sole and exclusive purpose of extending Fall Break, Christmas Break, Spring Break, or shortening the end of the school year or used to miss the opening of the school year.



5. Sick days up to the maximum allowed by FMLA may be used by a teacher due to the serious illness, as defined by the FMLA, of a child, spouse, and other person residing in the teacher's household at the time of the illness.

B. Bereavement Leave

1. There will be no loss of compensation for five (5) consecutive work days within seven (7) calendar days due to the death of a spouse, father, mother, brother, sister, child (and each similar relationship by marriage), or one who held similar relationship by residing in the household of the teacher.
2. For grandparents, uncle, aunt, nephew, or niece, two (2) school days within seven (7) calendar days of the death shall be allowed without loss of pay. More days may be added at the discretion of the Superintendent.

C. Serious Illness Leave

There will be no loss of compensation for up to five (5) work days in one (1) year due to serious illness of a spouse, father, mother, brother, sister, child or one who virtually held a similar relationship by residing in the household of the teacher. Serious illness is defined as hospitalization for illness or other unforeseen circumstances requiring immediate medical attention. Routine maternity is excluded. More days may be added at the discretion of the Superintendent.

D. Personal Injury Leave

Absence due to injury incurred in the course of the teacher's employment shall not be charged against teacher's sick leave days when said teacher is collecting Worker's Compensation. The Board shall pay to such teacher his/her salary and benefits when Worker's Compensation expires and charge such to his/her sick leave days.

E. Voluntary Sick Bank

The purpose of the Voluntary Sick Bank (hereafter referred to as the Bank) is to provide personal illness leave to contributors to the Bank after their accumulated personal illness leave has been exhausted -- and more specifically to provide such leave from the Bank in cases of prolonged illnesses. The Bank rules and guidelines are as follows:

I. Voluntary Sick Bank Committee

1. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information whereby the business office of the North Vermillion Community School Corporation will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave

Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be titled the "Voluntary Sick Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

- a. Superintendent of Schools of the North Vermillion Community School Corporation or his designee.
  - b. The North Vermillion Classroom Teachers Association president or his designee.
  - c. One North Vermillion Community School Corporation business office or building level administrator. This member is to be appointed by the Superintendent of Schools of the North Vermillion Community School Corporation.
  - d. Two bargaining unit members. These members are to be appointed by the North Vermillion Classroom Teachers Association president. Effort should be made with these appointments to provide bargaining unit representation from the elementary, middle, and secondary levels.
2. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
  3. One of the three bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The North Vermillion Classroom Teachers Association president will designate the chairperson prior to the first meeting of the SBC.
  4. The SBC will be responsible for developing the forms needed to operate the Bank.

## II. Effective Date

1. The effective date of the Bank will be the first contract day of the current school year. Enrollment in the Bank by licensed personnel will begin on April 1 of the preceding school year and end September 30 of the current school year, or only during the first four (4) weeks following the first day of employment for any licensed personnel employed after September 30.
2. The Bank will become operational only after 40% or more of the members of the bargaining unit have shown their willingness to participate in the Bank by contributing the individually required number of days to the Bank. The Individually required number of days is set forth in Rule 3.

## III. Membership

1. The Bank shall be established for all unit members of the North Vermillion

Community School Corporation who indicate their desire to participate by contributing the individually required number of days as indicated in Guideline 3.

#### IV. Guidelines

The Bank shall be administered by the SBC in accordance with the following provisions:

1. The Bank may be used only by the individual contributor for his or her personal illness.
2. Days from the Bank may be used only for those work days that the individual contributor is employed under a Regular Teacher Contract.
3. Any person desiring to participate in the sick bank must donate at least one (1) day at any time during their **first 5 years** of employment at NVCSC, **and at least one (1) day during the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> and 25<sup>th</sup> year at North Vermillion School Corporation**, **(No employee may use the sick leave bank if they have not yet donated)** following the time requirements set for in section II, Effective Date, 1 and 2. Additional days will be requested by the SBC as required by Guidelines IV-4.
4. If the number of days in the Bank falls below 15 days prior May 31 of any year, each participant will be required to donate one (1) additional day of his/her accumulated leave to the Bank. If a member has used all his leave, the additional day will be donated as soon as new leave is granted.
5. All days once donated to the Bank become the property of the Bank.
6. The maximum allowed dollar expenditure during each school year **is \$15,000**. The maximum dollar expenditure during the first semester shall **be \$10,000**. If this amount is reached at any time the first semester, the Bank will cease to operate for the remainder of that semester. Any dollars unused during the first semester of a school year will rollover into the second semester of that school year and will be added to the \$5,000 allocated for the second semester. If this amount is reached at any time during the second semester, the Bank will cease to operate for the remainder of that semester.
7. All requests to receive grants from the Bank must be submitted in writing to the SBC on prescribed Form SBC-1. The earliest effective date shall be the date that Form SBC-1 is received by the SBC.
8. Any person submitting a request to use the Bank must have made his proper contribution and met all eligibility requirements. If a person is physically unable to submit the form, the forms may be submitted by a proxy.
9. A person will not be able to withdraw days from the Bank until his own accumulated personal illness leave is depleted.
10. Days granted from the Bank can only be used for extended illness or disability.

An extended illness is one that involves ten (10) or more working days.

11. Periodic reviews by the SBC of all bank use will be made. No use may extend more than ten (10) working days without approval of the SBC.
12. Days granted from the Bank may not be granted for the period of disability when monies are paid to the employee under Workmen's Compensation Law.
13. The SBC will review and present to the North Vermillion Community School Corporation business office approval or denial of all requests to draw on the Bank within ten (10) working days after such request is received by the committee. This information should be received by the Bookkeeping Department on the same day the service records are received from the building principals. The committee will also make its decision known to the applicant within this ten (10) period.
14. Sick Bank days shall not be used during Summer School employment, normal pregnancy, or for family illness privileges granted in this Agreement.

#### V. Appeal Board

1. An Appeal Board will be established composed of the following six persons:
  - a. The Superintendent of the North Vermillion Classroom Community School Corporation or his designee.
  - b. The North Vermillion Classroom Teachers Association president or his designee.
  - c. Four (4) members will be appointed - two each by the Superintendent of Schools of the North Vermillion Community School Corporation and the North Vermillion Classroom Teachers Association president.
  - d. No appointed member of the SBC may at the same time be a member of the Appeal Board.
2. The North Vermillion Classroom Teachers Association president or his designee will act as chairperson of the Appeal Board.
3. If a request for use of personal illness leave days is denied by the SBC, then the applicant may appeal the committee's decision to the Appeal Board within ten (10) working days after the denial. Any decision by the Appeal Board must be a majority vote. A tie vote will automatically support the SBC decision. All decisions of the Appeal Board are final and binding.

4. The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.
5. The Voluntary Sick Bank is excluded from the Grievance Procedure.

## VI. Members Agreement

1. A member shall be required to furnish a medical report from a licensed physician at any time before or during the time of use of the leave Bank. The medical report will be at the member's expense. The SBC will review each case as required. The SBC reserves the right, if necessary, to limit the number of days granted.
2. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing substantially as follows:

"I specifically acknowledge and agree that the granting days from the Voluntary Sick Leave Bank shall be at the sole discretion of the Sick Bank Committee or, in the event of an appeal, the Appeal Board and that all decisions of the Sick Bank Committee or the Appeal Board will be final and binding and not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the North Vermillion Community School Corporation and the North Vermillion Classroom Teachers Association, the Sick Bank Committee and the Appeal Board and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

3. When an employee donates days to the Bank, he agrees to the above stated rules for administration of the Bank and agrees to abide by the stated rules.

## VII. Annual Report

1. An annual report of the Bank will be published on or before February 1<sup>st</sup> for each year the Bank is in operation. This report will be published by the North Vermillion Classroom Teachers Association and approved by the Superintendent of Schools of the North Vermillion Community School Corporation prior to the publication. The report shall include a statement of the number of days contributed to the Bank, the number of days granted from the Bank, the number of days remaining in the Bank, the total cost of the days granted, and the remaining cash balance available for the Bank.

## ARTICLE V

### LEAVES OF ABSENCE

#### A. Staff Development Leave

Permission to be absent from duty may be granted by the Superintendent to the teachers for two and one-half (2.5) visiting days in other schools or professional meetings for each school year. A limited number of teachers may be absent at one time to be determined jointly by the building administrator and Superintendent. The teachers shall submit a planned program for the day and the program shall be submitted to the principal for his recommendation.

#### B. Pregnancy/Childbirth Leave

1. Notice and Length of Leave - Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child if, except in a medical emergency, she notifies the Superintendent in writing at least thirty (30) days before the date on which she desires to start this leave. She shall notify the Superintendent of the expected length of her leave, including with notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.
2. Time of Leave - Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness.
3. Use of Sick Leave - All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days.

#### C. Court Leave

If a teacher is required to appear in court at the request or demand of the Superintendent, that teacher shall be compensated lost time.

#### D. Jury Duty

When a teacher serves on jury duty, the Board shall pay the teacher the difference between his full daily pay and his jury duty pay for each day of jury service, upon submission of a letter from the Court showing the jury duty pay received.



E. Paid Parental Leave

A non-birth giving teacher may use up to ten (10) days of his/her accumulated sick leave for the birth or adoption of a child. The teacher must provide proof of the birth or adoption at the time he or she seeks to be compensated for this leave.

F. Unpaid Parental Leave

A teacher who, during term of this contract, who gives birth to a child, whose spouse gives birth to a child or who legally, adopts a child under the age of ten (10) years may request and receive an unpaid leave of absence for a period of up to one (1) year. The request must state the date for return from leave which coincides with the commencement of a semester. Upon initial application for the adoption, the teacher shall notify the Superintendent in writing of such intent. The period of leave shall commence upon birth of the child or in case adoption, when the child is entrusted to the teacher/parent. The intent of this leave is to allow the teacher/parent an opportunity to afford the child full-time parental care.

## ARTICLE VI

### RETIREMENT PAY

A. Professional employees of the North Vermillion Community School Corporation, upon their retirement, will be eligible for retirement pay in the amounts as follows:

1. Forty-five dollars (\$45.00) per year for every year of service and additional one hundred ten dollars (\$110.00) for every year of service in the North Vermillion Community School Corporation and in addition each teacher shall receive sixty-five dollars (\$65.00) for each day of unused accumulated leave days paid into a post-separation 403(b) account. **Should a teacher not have a 403 (b) the above dollars shall be added in the form of a stipend no later than June 30<sup>th</sup> of said retiring year.**
2. To be eligible for retirement pay, the following requirements must be met:
  - a. Must have completed ten (10) years in the North Vermillion Community School Community School Corporation or its components prior to consolidation.
  - b. Must be 55 years or older.
  - c. Must be eligible for retirement under the Indiana Public Retirement System.
  - d. All such retirements must commence with the end of the school year.

- e. Application must be to the Indiana Public Retirement System.
- f. A letter shall be submitted by June 1 of the previous year to the Superintendent and School Board requesting retirement pay. For those eligible to retire at the end of the 2022-2023 school year, a letter shall be submitted by December 31, 2022 to be eligible for retirement pay.
- g. In case of death after a teacher has made application for retirement pay, retirement pay will be paid to the teacher's estate.
- h. In event of total disability of the teacher while in the service of the School Corporation before reaching retirement age and still meeting the retirement requirements the teacher shall receive compensation according to the years of service.
- i. In case of death, teacher qualifying for retirement pay under item one (1) shall have retirement pay paid to that teacher's estate.
- j. In addition, each teacher who meets the qualifications and is a participant in the Corporation's medical insurance plan at the time of retirement, the Board will contribute \$170 per year (\$14.17/mo.) towards the premium(s) of the Corporation's insurance plans each year for a maximum of ten (10) years; until the participating teacher qualifies for Medicare; or dies, whichever first occurs. This is an addition to any other retirement incentives that may be offered in Article VI 2 M.
- k. The teacher may continue under any of the group insurance plans offered by the Corporation during the period the teacher's retirement pay is received. Such coverage is at the teacher's own expense. Arrangements for such insurance must be made with the Corporation's Business Office, in advance, and is subject to the approval of the insurance carrier(s). At the written request of the employee, any insurance premiums will be deducted from the Retirement amount due the employee, with the balance, if any, paid to the teacher.
- l. The Board shall continue to insure the participating teacher through the Corporation's life insurance plan. Such insurance shall be at the Board's expense, with the teacher paying one dollar (\$1.00) per year. Such insurance shall cease once the retiree turns age 62.
- m. EARLY RETIREMENT INCENTIVE LANGUAGE

Early Retirement Incentive: If the School Board would decide to offer an early retirement incentive to teachers during 2022-23 school year, then the Superintendent will notify eligible teachers of the terms of the early retirement incentive by no later than March 1, 2023. If an early retirement incentive would

would be made by the School Board during the 2022-23 school year and an eligible teacher would like to accept the incentive, then such eligible teacher must notify the Administration of his/her intention to accept early retirement incentive by no later June 1, 2023.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### Section 1. Purpose and Definition

It is the objective of the Board and the Association to have all grievances as hereinafter defined, resolved informally or at the earliest possible stage of the grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

A "Grievance" is any alleged violation or misapplication of this Agreement.

A "Grievant" is any teacher in the bargaining unit covered by this Agreement, or a group of teachers in the bargaining unit on whose behalf a grievance is submitted by the Association, or by the Association itself.

#### Section 2. Procedure

##### Informal Procedure

##### Step One

Within ten (10) teaching days of the time that the grievant knew or reasonably should have known of the grievance, the grievant shall present the grievance to the building principal during non-teaching hours meaning planning periods, duty-free time, lunch periods, and before or after school, at which time the grievant and the building principle may attempt to resolve the grievance informally through discussion. In any event, within three (3) teaching days after presentation of the grievance, the building principal shall answer the grievant.

##### Formal Procedure

##### Step Two

- A. Within five (5) teaching days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the building principal on the form supplied by the administration and approved by both the Administration and the Association. (See Appendix "C")
- B. The grievance shall: (1) name the grievant involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this Agreement alleged to

have been violated or misapplied, (4) include a general statement of the grievance, and, (5) indicate the special relief requested.

- C. Within five (5) teaching days after receiving the written grievance, the principal shall communicate his answer, in writing, to the grievant.

### **Step Three**

- A. If the grievance is not resolved in Step Two, the grievant may, within five (5) teaching days of receipt of the principal's answer, appeal to the Superintendent by filing the grievance and the principal's answer along with any written response of the grievant(s) to the answer of the principal, with the Office of Superintendent, which shall provide a receipt for the same.
- B. In addition to, and not in substitution for, Step Three A above, the Superintendent or his designated representative, shall meet with the grievant within five (5) teaching days of receipt of the written grievance in an effort to resolve the grievance as long as the grievant requests of the Superintendent or designated representative that such a meeting be held.
- C. The Superintendent, or his designated representative, shall give the grievant an answer, in writing, no later than ten (10) teaching days after the later of the following events:
  - 1. receipt of the any written grievance properly filed with the Superintendent's office in which no meeting occurs between the parties, or
  - 2. a meeting between the Superintendent, or his designated representative, as contemplated in Step Three above.

### **Step Four (Arbitration)**

Within five (5) days receipt of the Superintendent's (or designee's) written decision, if the Association is not satisfied, the Association shall notify the Board of its intent to appeal the decision to arbitration through the Voluntary Labor Rules of the American Arbitration Association. The Association shall then have five (5) additional days to file for arbitration.

- A. The arbitrator's function is to decide cases of alleged violations of the provisions of this Agreement. The arbitrator shall not supplement, enlarge, diminish or alter the scope of meaning of this Agreement and Appendices as it exists, or any provision therein, nor entertain jurisdiction of any subject matter not covered thereby (except to the extent necessary to determine his jurisdiction). The arbitrator cannot consider termination decisions of the Board.
- B. All hearings will be held within the Corporation limits, unless the Association and the Board agree to another location.

- C. It is the duty of the arbitrator to hear the dispute, draw conclusions and make recommendations to the parties which will be binding on all affected.
- D. The arbitrator will provide two (2) copies of this decision to each party within thirty (30) after the closing of the hearing.
- E. No ground or evidence may be presented at an arbitration hearing unless it has been presented at Step Two of the Formal Procedure.

### **Section 3. Hearings**

Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to attend. Hearings shall be conducted during non-school hours unless there is mutual agreement for other arrangements.

Requests for transcripts or recordings of any such hearing under Step Four may be made by the grievant or the Board. The party making such request shall assume the costs of the same and both parties shall share the costs equally where a joint request is made.

### **Section 4. Time Limits**

- A. Time limits herein may be extended only by mutual agreement, signed by the parties.
- B. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- C. Any grievance not presented in Step One within ten (10) teaching days of the time the grievant knew or reasonably should have known of the grievance shall be deemed waived and shall not be processed.
- D. Any grievance not advanced from one step to the next within the time limitation, or within the time limitation as extended shall be deemed resolved by the answer at the previous step.
- E. Any grievance which arose prior to the effective date of this Agreement or after the termination date of this Agreement shall not be processed.

**Section 5. Miscellaneous**

- A. All documents, written communications and records dealing with the processing of a grievance shall be filed separately from the personal file of the grievant and are not a valid basis for evaluation.
- B. The Association may submit a grievance, as heretofore defined. If such grievance is limited to one school building, the grievance shall be submitted to the building principal according to Steps One and Two. Otherwise, such grievance shall be submitted beginning at Step Three.
- C. A grievant may have an Association representative present at any step of this procedure.
- D. The cost of the arbitration shall be divided equally between the Board and the Association.

**ARTICLE VIII**

**TERM OF AGREEMENT**

**Article VIII A**

On the \_\_\_\_ day of \_\_\_\_\_ 2022 at [time], a public hearing as described in IC 20-29-6-1 (b) was held at [location].

On the \_\_\_\_ day of \_\_\_\_\_ 2022 at [time], a public meeting as described in IC 20-29-6-19 was held at [location].

**Article VIII B**

During the public hearing held on the \_\_\_\_ day of \_\_\_\_\_ 2022 at [time], governing body members [were or were not] allowed to participate in the public hearing by means of electronic communication. During the public hearing held on the \_\_\_\_ day of \_\_\_\_\_ 2022 at [time], members of the public [were or were not] allowed to participate in the public hearing by means of electronic communication.

During the public meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2022 at [time], governing body members [were or were not] allowed to participate in the public hearing by means of electronic communication. During the public meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2022 at [time], members of the public [were or were not] allowed to participate in the public hearing by means of electronic communication.

The terms and conditions of this agreement shall become effective on **July 1, 2022**, and shall continue in effect through **June 30, 2023** with all issues having been considered and agreed upon.

Therefore, this agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Board and the Association, as defined herein, and is attested to by the representatives whose signatures appear below. The Board ratified the CBA on \_\_\_\_\_, 2022 and the Association ratified the CBA on \_\_\_\_\_, 2022, and is attested to by the respective representatives whose signatures appear below.

**VIII A** is attested to by the Board and Association representatives whose signatures appear below.

**VIII B** is attested to by the Board representatives whose signatures appear below.

Attested on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Association Bargaining Spokesperson

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Association Bargaining Team Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Association Bargaining Team Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Association Bargaining Team Member

~~A. The terms of the Contract shall become effective on November 9, 2021 and shall continue and remain in full force and effect to and including June 30, 2022.~~

Whenever any notice is required to be given either of the parties to this Agreement, to other party, either shall do so by Registered or Certified letter at the following addresses;

If by the Association to the Board, at: Superintendent  
North Vermillion Community School Corporation  
5551 North Falcon Drive  
Cayuga, IN. 47928

If by the Board to the Association, at: President  
North Vermillion Classroom Teacher Association  
Address on File



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APPENDIX A

COMPENSATION PLAN

LEVEL		
1	\$38,000	\$40,000
2	\$39,000	\$41,000
3	\$40,000	\$42,000
4	\$41,000	\$43,000
5	\$42,000	\$44,000
6	\$43,000	\$45,000
7	\$44,000	\$46,000
8	\$45,000	\$47,000
9	\$46,000	\$48,000
10	\$47,000	\$49,000
11	\$48,000	\$50,000
12	\$49,000	\$51,000
13	\$50,000	\$52,000
14	\$51,000	\$53,000
15	\$52,000	\$54,000
16	\$53,000	\$55,000
17	\$54,000	\$56,000
18	\$55,000	\$57,000
19	\$56,000	\$58,000
20	\$57,000	\$59,000
21	\$58,000	\$60,000
22	\$59,000	\$61,000
23	\$60,000	\$62,000
24	\$61,000	\$63,000
<b>25</b>	\$62,000	\$64,000
26	\$63,000	\$65,000
27	\$64,000	\$66,000
28	\$65,000	\$67,000
29	\$66,000	\$68,000
30	\$67,000	\$69,000

**APPENDIX B**  
**PAY SCHEDULE FOR EXTRA-CURRICULAR DUTIES**  
**2022-23**

*(When numbers are used that are not wages, they are for informational purposes only. The Elementary Athletic Director, Varsity Boys and Girls Head Basketball Coach, and Varsity Head Football Coach are for Informational Purposes only)*

**STIPEND**

Basketball	Varsity Boys Head Coach	Board Action (\$6,070)
	Assistant-Boys	\$ 2,460
	2 <sup>nd</sup> Assistant-Boys	\$ 1,850
	Middle School Coach	\$ 1,710
	Varsity Girls Head Coach	Board Action (\$6,070)
	Assistant-Girls	\$ 2,460
	2 <sup>nd</sup> Assistant-Girls	\$ 1,850
	Middle School Coach	\$ 1,710

Elementary Athletics	Elem.Boys Basketball Coach	\$ 1,010
	Elem. Girls Basketball Coach	\$ 1,010
	Girls Volleyball	\$ 1,010
	Elementary Athletic Director	\$ 5,150

Football	Varsity Head Coach	Board Action (\$8,700)
	Assistant Coaches H.S. *	
	(Maximum 3 paid positions)	\$ 2,460
	Assistant Coaches M.S.*	
(Maximum 3 paid positions)	\$ 1,610	

\*If more than three (3) coaches are eligible to receive the stipend, the stipend for the 3 positions will be combined and then divided by the number of coaches eligible for the stipend. This prorating formula will be applied to the HS and MS positions separately.

5 <sup>th</sup> Grade Football	\$ 435
6 <sup>th</sup> Grade Football	\$ 435

Track	Boys' Track Coach	\$ 2,750
	Girls' Track Coach	\$ 2,750
	HS Assistant Track Coach	
	*Numbers must exceed 25	\$ 1,010
	Middle School Boys & Girls	\$ 1,400
	MS Assistant Track Coach	
	*Numbers must exceed 25 participants to 1 Coach ratio.	\$ 520
Baseball	Varsity Head Coach	\$ 3,960
	Assistant	\$ 1,950
	Baseball Ground Crew	\$ 335
Softball	Varsity Head Coach	\$ 3,960
	Assistant	\$ 1,950
	Softball Ground Crew	\$ 335
Cross Country	Varsity Head Coach (Boys & Girls)	\$ 2,750
	Middle School Coach (Boys & Girls)	\$ 1,400
	HS Assistant Cross Country Coach	\$ 1,010
	*Numbers must exceed 25 participants to 1 Coach ratio.	
Volleyball	Varsity Head Coach	\$ 4,870
	Assistant	\$ 2,460
	Middle School Coach	\$ 1,610
Wrestling	Varsity Head Coach	\$ 2,750
	Assistant	\$ 1,960
	Middle School Coach	\$ 1,400
Swimming	Head Coach	\$ 2,750
	Assistant Swimming/Dive Coach	\$ 1,290
	Coach	\$ 1,400
Golf		\$ 2,130
Conditioning Coach		\$ 1,285
Band Director		\$ 3,000

Student Council (H.S)	\$ 780
Student Council (M.S.)	\$ 500
Student Council (ELEM)	\$ 500
Academic Coach	\$ 2,190
Show Choir Director	\$ 2,980
Show Choir Choreographer	\$ 410
Elementary Music Choir	\$ 1,320
BPA Assistant	\$ 390
Yearbook	\$ 1,490
Theatre Director	\$ 3,580
Musical Singing Coach	\$ 520
Theatre Tech	\$ 1,020
Varsity Cheerleader Sponsor	\$ 2,750
Elementary Cheerleader Sponsor	\$ 1,010
Middle School Cheerleader Sponsor	\$ 1,010
9 <sup>th</sup> and 10 <sup>th</sup> Grade Class Sponsor	\$ 200
12 <sup>th</sup> Grade Class Sponsor/Graduation	\$ 780
Four additional Clubs Sponsors - 2 per building (at Administration Discretion)	\$ 500
Auxiliary Sponsor	\$ 850
Auxiliaries/split	\$ 280
11 <sup>th</sup> Grade Class Sponsor/Prom Director	\$ 780
Director of Guidance	\$ 1,960
PLC Coaches	\$ 250
FFA Sponsor	\$ 1,320
Assistant FFA Sponsor	\$390
Wellness Coordinator	\$ 500

HS Science Fair		\$ 560
Elementary Science Fair		\$ 560
Pool Director		\$ 1,530
HS National Honor Society		\$ 780
MS National Honor Society		\$ 500
SADD Sponsor		\$ 610
Concessions (Indoors)		
--Coordinator	(12% of net per each event)	
--Group that works for an event	(5% of net per each event)	

If a position is shared by more than one (1) person, the stipend shall be divided on a prorated basis.

OEA (Vocation Business Lab)	.054
Journalism	.027
Director of Guidance	.108

The stipends to be paid for these positions are indexed to the salary of the teacher holding the position.

**NOTE:**

**(for informational purposes only)**

An ECA committee consisting of at least two members from the North Vermillion Community School Corporation and at least two members from the North Vermillion Classroom Teachers Association shall meet no less than three times between January 2, 2023 and April 3, 2023.

APPENDIX C

GRIEVANCE REPORT FORM  
NORTH VERMILLION SCHOOL CORPORATION

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Distribution:

1. Superintendent
  2. Principal (submit in duplicate)
  3. Association
  4. Teacher
- 

Name of Grievant(s):

_____	_____
_____	_____

Building and/or Assignment:

_____	_____
_____	_____

Date Filed: \_\_\_\_\_

STEP II

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B.

1. Statement of Grievance:

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

C. Disposition by Principal:

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Date

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Principal's Signature

D. Position of Grievant and/or Association:

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Date

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Signature

Step III

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition by Superintendent or Designee:

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Date

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Superintendent/Designee's Signature

C. Position of Grievant and/or Association:

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Date

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Signature

STEP IV

A. Date Submitted to Board: \_ \_ \_ \_ \_

B. Disposition of Board: \_\_\_\_\_

\_\_\_\_\_

Note: If additional space is needed, attach additional pages to Grievance Report Form.