

A CONTRACT BETWEEN  
THE BOARD OF SCHOOL TRUSTEES OF THE  
NEW CASTLE COMMUNITY SCHOOL CORPORATION AND THE  
NEW CASTLE EDUCATION ASSOCIATION

July 1, 2018 through June 30, 2019

This contract entered into this 12th day of November, 2018, by and between the Board of School Trustees of the New Castle Community School Corporation, hereinafter called the "Board," and the New Castle Education Association, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "Association."

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## ARTICLE I

### I. RECOGNITION

The Board recognizes the New Castle Education Association as the exclusive representative of all certified personnel except for those employed in administrative positions.

### II. DEFINITIONS

A. The term "teacher" when used in this Contract shall refer equally to both sexes.

B. "Board", "School Employer", and "Employer" mean the Board of School Trustees of the New Castle Community School Corporation.

C. "School Corporation" means the New Castle Community School Corporation.

D. "Certified School Personnel" and "teacher(s)" mean the certified personnel employed by the school employer in the bargaining unit defined in Article I, Item I of this Master Contract.

E. "Exclusive Representative" means the New Castle Education Association or any person(s) authorized to act for said body in dealing with the school employer in this Master Contract.

F. "Grievance" shall mean an allegation by a teacher or group of teachers on the bargaining unit that there has been a violation, misinterpretation, or inequitable application of a specific provision of the Master Contract.

## ARTICLE II

### I. COMPENSATION PLAN

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

B. Salary Range: \$32,083 to \$61,289 (not including current year increases or TRF contributions)

C. Minimum Salary for all new teachers hired in 2018-2019 is \$35,000 for teachers with a Bachelor's degree and \$35,500 for teachers with a Master's degree.

D. Base Salary Increases  
i. General eligibility:

1. A teacher who received an evaluation of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at his/her prior year salary.
  2. A teacher whose base salary is \$60,000 or more is not eligible for any salary increase and remains at his/her prior year salary.
  3. A teacher must have been employed by the corporation for at least 120 days in the prior year to be eligible for any salary increases.
  4. Teachers will receive compensation on their full time equivalent. Those employees at less than full-time contracts, who are eligible for performance compensation, will receive a pro rata share of compensation relative to the percentage of their contract to a full contract.
- ii. Factors:
1. Evaluation rating – The teacher received a highly effective or effective in the prior year rating.
  2. Year of experience - The teacher was employed in the Corporation for at least 120 days in the prior year.
  3. Academic need – Ensuring educational continuity for students by retaining effective and highly effective teachers whose base salary is less than the current minimum salary offered to teachers newly hired for the current contract period (\$35,000 for teachers with a Bachelor’s degree and \$35,500 for a teacher with a Master’s degree).
- iii. Distribution – amounts to be added to a teacher’s base salary:
1. Evaluation rating of highly effective or effective = \$300
  2. Year of experience = \$200
  3. Academic need (**The salary increase for academic need is to reduce the gap**) = Teachers who have a base salary below the new salary minimum will have their base salary increased to the new base minimum (\$35,000 for teachers with a bachelor’s degree and \$35,500 for teachers with a Master’s degree). The amount of increase will be the difference between the teacher’s base salary after increases for evaluation and experience and the new minimum of \$35,000 for a teacher with a Bachelor’s degree and \$35,500 for a teacher with a Master’s degree.

Salary Range	\$32,083 to \$61,289	
Average Salary	$(\$32,083 + \$61,289)/2$	\$46,686
Gap	$\$46,686 - \$32,083$	\$14,603

New Salary Range	\$35,000 to \$61,289	
Average Salary	$(\$35,000 + \$61,289)/2$	\$48,144.50
Gap	$\$48,144.50 - \$35,000$	\$13,144.50

Experience accounts for 6.86% of the maximum available increase. The maximum available for an increase is as follows: \$300 (Evaluation) + \$200 (Experience) + \$2,417 (Academic Needs) = \$2,917; Experience/Maximum Available:  $\$200/\$2917 = 6.86\%$ .

E. Redistribution:

In the event there are funds that were otherwise allocated for teachers rated Improvement Necessary or Ineffective, those funds will be redistributed to all eligible teachers in the form of a stipend.

II. SALARY FOR A TEACHER NEW TO NCCSC

- A. The beginning base salary for a newly hired teacher with a Bachelor's degree and no prior teaching experience will be \$35,000 for the 2018-2019 school year.
- B. The beginning base salary for a newly hired teacher with a master's degree and no prior teaching experience will be \$35,500 for the 2018-2019 school year.
- C. Newly hired teachers with prior experience will be paid at a starting level as follows:
  - i. The new teacher will be placed at the same education and experience step as a current teacher at that education and experience step. If this amount is less than \$35,000 (\$35,500 for Master's), the new hire will be paid \$35,000 (\$35,500 for Master's).
  - ii. If there are multiple current teachers at the same experience and experience step as the new hire, but having different salaries, the salary placement will be determined by averaging the different salaries within that education and experience step. If this amount is less than \$35,000 (\$35,500 for Master's), the new hire will be paid \$35,000 (\$35,500 for Master's).
  - iii. In the event there are no current teachers at the same education and experience step, the salary will be determined in the following manner:
    - 1. Determine the next lowest and next highest salary steps (of current teachers) within which the new teacher will be placed.
    - 2. Calculate the difference between these two steps.
    - 3. Divide this difference by the number of steps (years of experience) between the two steps.
    - 4. Add this quotient to the lower of the two salary steps for each year of experience between the two steps.

III. RE-HIRING RETIRED TEACHERS

The salary range for a rehired retired teacher will be within a range of \$37,500 and \$50,000. The Superintendent has the discretion to set the re-hired retired teacher salary within this range based on the critical needs of the school corporation.

IV. STIPENDS

- A. A stipend in the amount of \$500 will be paid to returning teachers who do not meet the Academic Need Factor as previously indicated in Base Salary Increases (Article II, Section I, Clause D, Subclause iii (3)). The stipend will be paid in one payment with the first payroll after contract ratification.

- B. A stipend in the amount of \$500 will be paid to returning teachers whose base salary is \$60,000 or more. The stipend will be paid in one payment with the first payroll after contract ratification.
- C. Stipends will be paid to teachers (High School only) who teach dual credit and Advanced Placement (AP)/Advance College Project (ACP) courses at the following amounts:
  - i. \$250 per dual credit class taught per semester (one half the stipend will be paid the second pay in December and one half paid the second pay in May)
  - ii. \$250 per AP/ACP class taught per semester (one half the stipend will be paid the second pay in December and one half paid the second pay in May)

V. SIGNING BONUS

The Superintendent may provide a signing bonus of up to \$4,000 to a teacher for difficult to fill positions (as determined by the Superintendent).

VI. EXTENDED CONTRACTS

The extended contract schedule is set forth in Exhibit A which is attached hereto and made a part hereof.

VII. EXTRA-CURRICULAR PAY SCHEDULE

The extra-curricular pay schedule is set forth in Exhibit B which is attached hereto and made a part hereof. The Board retains its right to assign, discontinue any extra-curricular position, and add any extra-curricular position within the limits of Indiana law.

VIII. BACKGROUND CHECK

The Board will pay for the costs associated with obtaining one expanded criminal background check per current employee every five (5) years. As required by I.C. 20-26-5-10.

IX. ADDITIONAL WAGE-RELATED INFORMATION

Teachers will be paid for the "school year" in which they are contracted in twenty-six (26) payments.

ARTICLE III

FRINGE BENEFITS FOR LICENSED TEACHERS UNDER A TEACHING CONTRACT IN THIS CORPORATION. Each teacher employed under a regular contract for less than a full day shall be entitled to benefits on a prorated basis.

I. INSURANCE PROGRAMS

#### A. Group Hospitalization

The school corporation will pay a percentage of the total premium for group hospitalization insurance for each licensed teacher in the Corporation who enrolls for this insurance.

The school corporation's contribution to this plan will be eighty-five percent (85%) of the premium and the teacher's contribution will be fifteen percent (15%) of the premium for both the single and family plan. A husband and wife both employed by New Castle Community School Corporation are eligible, if they choose to take them, for two (2) single plans as outlined or may choose a family plan where either the husband or wife contributes fifteen percent (15%) toward the premium.

The school corporation will not pay any amount of insurance premium if the teacher is insured with a similar health insurance group or plan. Deductions will be made from twenty-six (26) paychecks beginning with the first paycheck. Effective date of the policy is September 1 of each contract year and continues through August 31 of each contract year. These dates may be changed by mutual consent of the Corporation and the Bargaining Unit Representative provided that a change does not interrupt the coverage of the employee group, subject to premium payments. No change in the group hospitalization insurance carrier or in the specified plan will occur without the agreement of the Association representative and the Board.

The trustees of the insurance fund will include representatives from the Corporation and the Associations President or his/her designee. At the beginning of each Plan year, the Corporation will give the NCEA President (or his/her representative) a breakdown, in writing, of how the premium for the Insurance Plan has been determined. At the conclusion of the Plan year, the Corporation will give the NCEA President (or his/her representative) a financial report concerning the distribution of Plan Money.

#### B. Group Term Life Insurance

A group term life insurance policy in the amount of fifty thousand dollars (\$50,000) shall be available for all contracted teachers.

In the event of accidental death, the insurance will be double the specified amount. Each member will contribute one dollar (\$1.00) toward the cost of the premium, which will be deducted from the teacher's first paycheck of the current school year's contract. This insurance becomes effective September 1, 2018, subject to obtaining a policy with a carrier, and continues through June 30, 2019.

#### C. Group Long-Term Disability Insurance

The Board shall provide a group Long-Term Disability Insurance Policy which shall be available for each licensed teacher. The teacher will contribute one dollar (\$1.00) toward the cost of the premium which will be deducted from the teacher's first paycheck of the current school year's contract. This insurance becomes effective September 1, 2018, subject to obtaining a policy with a carrier, and continues through June 30, 2019.

- D. The Board's liabilities for all insurance programs will be limited to the provisions of the policies and to existing laws.
- E. Section 125 of the Internal Revenue Code will be available to all employees of the School Corporation.

## II. RETIREMENT SAVINGS PLAN

- A. Each employee shall have the option of investing in a 403(b) plan up to the maximum allowable under Federal law. The Board shall match such employee contributions on a dollar basis up to three percent (3%).

The Board agrees to contribute an amount equal to one percent (1%) of each teacher's base salary into each individual's separate VEBA account

- B. The employer shall deposit employer contributions for each employee into an individual account for the employee in the tax-deferred annuity program sponsored by a mutually agreed upon provider. Such deposits will be made on a monthly basis.
- C. The corporation's provider or its agents shall be the sole administrator of employer contributions to the Tax-Deferred Annuity program.
- D. School employees will have the option of investing their dollars in a 403(b) plan(s), including a ROTH option, offered by the corporation's provider. A teacher who desires to retire at the end of a school year may give notice in writing to the Superintendent on or before September 1 of the school year at the end of which the retirement will occur. In such event, the School may pay the 3% calculated in Section II.A. above on or after that September 1 to the teacher directly in a single lump sum at the teacher's retirement date instead of contributing this amount to the 403(b) Plan.

## III. LEAVES OF ABSENCE

- A. Illness of Teacher

Teachers under contract shall receive ten (10) days at full pay for absence because of personal illness during the first year of employment and eight (8) days per year for each consecutive year thereafter. If in a school year a teacher is absent for personal illness for fewer than the applicable number of days allowed, the remaining days shall be accumulated to an unlimited amount. Unused personal illness days for teachers hired by the Board for the 2014-2015 school year and thereafter shall be allowed to accumulate to a maximum of one hundred (100) days.

If a teacher who qualifies for the long-term disability benefit has exhausted all current and accumulated sick leaves, the school corporation will provide upon written request by the teacher one-half (1/2) pay until the waiting period under the long-term disability policy has been fulfilled. If a teacher using this provision returns to work, the



half-days received by the teacher shall be reimbursed to the school corporation as the teacher is eligible for current sick leave days.

#### B. Bereavement

Teachers shall be granted bereavement leave up to five (5) days. The five (5) work days shall be taken within thirty (30) calendar days after a death in the immediate family. The immediate family is defined as being a grandparent, grandchild, father, mother, brother, sister, wife, husband, child (and each similar relationship established by marriage), foster child, or a blood relative residing in the household of the absent teacher.

In addition to the five (5) days provided in the paragraph above, in the event of the death of an uncle, aunt, niece, nephew, or cousin (and each similar relationship established by marriage) one (1) day's absence, without loss of compensation, will be permitted (this is to provide time off to attend funeral services, if such are held on a school day).

Neither the five (5) days nor the one (1) day mentioned can be accumulated.

#### C. Family Illness

There will be no loss of compensation not to exceed a total aggregate of five (5) work days if taken at the time of serious illness, major surgery, or serious accident of a father, father-in-law, mother, mother-in-law, brother, sister, wife, husband, child, step-parent, step-child, foster child, grandparent, grandchild, or a blood relative residing in the household of the absent teacher. Two (2) of the five (5) days in this provision may be used for maternity and/or paternity leave and adoptive leave. One (1) of the five (5) days of this provision may be used for the birth of a child or grandchild in the immediate family. These days are not cumulative.

When a family member covered by this provision has a life-threatening illness as documented by a physician with an unlimited license to practice medicine, a teacher may, upon approval by the superintendent, use up to a maximum of fifteen (15) days of accumulated sick leave in addition to the five (5) family illness days. All documentation shall be submitted to the superintendent prior to any days granted.

#### D. Temporary Closing of School

If, during the term of a teacher's contract the school or schools are closed by order of the New Castle Community School Corporation, or by order of the health authorities, or if, through no fault of the teacher, school cannot be held, such teacher shall receive regular payments during such time the school or schools are closed.

When a school or schools are closed for a full day(s) under this provision, a teacher requesting paid or unpaid leave day(s) shall not have the leave day(s) charged to the teacher unless the teacher is absent for ten (10) or more consecutive days.

When a school or schools are closed for less than a full day under this provision, paid or unpaid leave day shall be charged to the teacher.

E. Professional Meetings and Visits

Teachers may be excused with pay to attend professional meetings, visit other schools or school systems, or attend activities which by their nature should contribute to the professional development of the teacher. These meetings and visits shall be subject to the approval of the building principal and the superintendent.

F. Sabbatical

Opportunities may be given to staff to study or gain work experience during the regular school year. Compensation may be granted.

G. Organizational

A representative appointed by the NCEA President will be granted leave to attend conferences of mutual interest to the school corporation and the professional staff, not to exceed a total aggregate of five (5) days. In addition, one (1) organizational day may be granted to a representative from each building for attendance at the General Assembly for legislative concerns of mutual interest to the school corporation and the professional staff.

H. Jury Duty

Any school employee covered by this Master Contract who is called to jury duty is permitted to fulfill this civic obligation and will be paid his/her regular wages for days lost from work less the amount received for jury duty.

I. Court Leave

Court leave with full compensation shall be granted to contracted teachers for any school day(s) to make appearance(s) in any court proceeding resulting from activities relating to their employment with the School Corporation except when the contracted teacher is the plaintiff.

J. Personal Leave

Each teacher will receive four (4) days personal leave each school year. The intent of this provision is to provide the teacher with time, without loss of compensation, to conduct personal business which could not be done on non-school time. Leave shall be granted upon written request to the superintendent through the building principal. The request should be on file in advance of the date to be used when at all possible. Teachers are urged to use this leave judiciously and to avoid dates at the beginning or close of school or vacations. A teacher shall be allowed to carry over one (1) unused personal leave day

to a maximum of five (5) days. Any other unused personal leave days shall be added to the total of unused cumulative sick leave.

#### K. Maternity

In conformance to Indiana Code 20-28-10-5, the following shall be in effect: Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

- i. 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 of the school corporation in which she teaches at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.
- ii. All or any portion of leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. However, the teacher is not entitled to take accumulated sick days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties. The teacher is entitled to complete the remaining leave without pay. After her available sick leave has been used, the teacher may be absent without pay, subject to subsection i of this section.
- iii. This leave may be taken without jeopardy to re-employment, retirement and salary benefits, permanent status, and seniority rights.

#### L. Adoption

The teacher may use accumulated sick leave days up to twenty-five (25) school days for paid adoption leave, which must be taken within a period of fifteen (15) calendar days before receiving the child to forty-five (45) calendar days after receiving the child. In a situation where both parents are teachers in the School Corporation, they may use only thirty (30) paid sick days collectively for adoption leave.

### IV. WORKER'S COMPENSATION

All licensed personnel are insured through Worker's Compensation. However, an accident report should be completed and filed within forty-eight (48) hours following any said accident which is incurred while on duty.

Physician required appointments for follow-up care relative to injuries sustained while on the job within the scope of the employee's responsibilities will be allowed without loss of pay or reduction of sick leave benefits.

## ARTICLE IV

### I. GRIEVANCE PROCEDURE

A grievance is a dispute concerning the interpretation, application or alleged violation of a specific article or section of this agreement. A grievance may be filed by an individual in his/her own behalf or by individuals in their own behalf. If two (2) or more teachers file a grievance, each teacher must sign the grievance form. No disciplinary action will be taken because a teacher files a grievance.

Procedure: All grievances shall be disposed of in the following manner: When the term "days" is used in the grievance procedure, it shall mean teacher days during the regular school year and weekdays following the end of the regular school year until the beginning of the next school year.

#### Step One - Immediate Supervisor or Principal

Within five (5) days of the time that the grievant knew, or reasonably should have known of the grievance, the grievant shall present the grievance orally to the immediate supervisor or principal at a time when the grievant does not have students under direct supervision. Within five (5) days after presentation of grievance, the immediate supervisor or principal shall orally answer the grievance.

#### Step Two - The Principal

- A. Within five (5) 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 with a copy to the Association President on the form GP-2-a.
- B. The grievance shall (1) name the employee involved, (2) identify the specific provisions of this agreement alleged to be violated, (3) state the facts giving rise to the grievance, and (4) indicate the specific relief requested.
- C. Within five (5) days after receiving the written grievance, the principal shall meet with the grievant and the grievant's own representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance to the grievant, in writing, within five (5) days of such meeting using form GP-2-b.

#### Step Three - The Superintendent

- A. If the grievance is not resolved in Step Two, the grievant may, within five (5) days of receipt of the principal's answer, appeal to the Superintendent by filing form GP-3-a and the principal's answer, along with any written response of the grievant to the answer of the principal, with the office of the Superintendent. The Superintendent, on form GP-3-b, shall notify the grievant of the time and date the grievant's appeal will be heard.

- B. The Superintendent, or his designated representative, shall meet with the grievant and grievant's own representative to hear the grievance within ten (10) days after receipt of any written grievance properly filed with the Superintendent's office and shall render his/her decision using form GP-3-c within ten (10) days after such hearing.

#### Step Four- The Board of School Trustees

- A. If the grievance is not resolved in Step Three, the grievant may, within five (5) days of receipt of the Superintendent's answer, appeal to the Board of School Trustees through the Superintendent's office using form GP-4-a. The Board, no later than its next regular meeting or three (3) calendar weeks, whichever shall be later, shall in executive session hold a hearing concerning the grievance. The grievant and the grievant's own representative shall be permitted to be present and participate in the hearing. Written notice of the hearing date and time shall be given to the grievant using form GP-4-b.
- B. Within ten (10) days after the scheduled executive session, the Board of School Trustees or its designee using form GP-4-c shall respond to the grievant the disposition of the grievance.

#### Implementing the Grievance Procedure

- A. In the event the grievant(s) fails to exhaust its remedies under the grievance procedure provided above, or fails to abide by the time limits with respect to each step, the grievance shall be presumed to be abandoned and the matter shall be settled in accordance with the Administration's last answer thereto. All meetings and discussions necessary to implement Step 3 and Step 4 shall be conducted after school hours or on non-school days. The grievant(s) must exhaust all steps in the grievance procedure before seeking any other type of relief.
- B. If the administrator fails to abide by the time limits with respect to each step, the grievance shall be advanced to the next step of the grievance procedure by the grievant's filing the appropriate forms with the proper official.
- C. Time limits provided in the grievance procedure shall be strictly observed but may be extended by a written agreement between the parties.
- D. All documents, communications, and records dealing with processing of a grievance shall be filed separately from the personnel file of the participants.

ARTICLE V

I. TERMS OF AGREEMENT

- A. This contract shall be effective July 1, 2018, and shall continue in effect through June 30, 2019.
- B. This contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices which are contrary to or inconsistent with the terms recorded herein between the School Corporation and the Association and constitutes the entire agreement between the parties. This agreement is not binding until ratified by a vote of both parties involved; likewise, any future amendment or additions are not binding until ratified by both parties.
- C. Should any section or provision of this agreement be declared, by a government agency or a court of proper jurisdiction, to be invalid, such decision shall not affect the validity of the agreement as a whole, or any portion thereof, other than the portion so declared to be invalid.
- D. This contract shall not be extended orally but may be extended by mutual written consent and ratification of both parties and it is expressly understood that it shall expire on the date indicated.
- E. This contract is made and entered into this 12<sup>th</sup> day of November, 2018, by and between the Board of School Trustees of the New Castle Community School Corporation and the New Castle Education Association, an affiliate of the Indiana Teachers Association and the National Education Association.

This contract is so attested to by the parties whose signatures appear below:

BOARD OF SCHOOL TRUSTEES OF THE NEW CASTLE COMMUNITY SCHOOL CORPORATION

\_\_\_\_\_ (President)

\_\_\_\_\_ (Chairman of the Board's Negotiating Team)

NEW CASTLE EDUCATION ASSOCIATION

\_\_\_\_\_ (President)

\_\_\_\_\_ (Chief Negotiator of NCEA)

**Exhibit A: Extended Contracts 2018-2019**

Head NCHS Guidance	25 days @ their daily rate of the current contract
Other NCHS Guidance	10 days @ their daily rate of the current contract
NCMS Guidance	10 days@ their daily rate of the current contract
NCHS Librarian	12 days@ their daily rate of the current contract

These days are for informational purposes only and were not bargained for.

Area Vocational School Teachers:

Laboratory Teacher:

.5 day per enrolled student with a minimum of 3 days and a maximum of 15 days

These days will be granted only if they are completed before the beginning or after the conclusion of the contracted school year.

Cooperative Teacher:

.6 day per enrolled student with a minimum of 3 days and a maximum of 20 days

These days will be granted only if they are completed before the beginning or after the conclusion of the contracted school year.

Special Education Cooperative:

Psychometrists:

Up to a maximum of 12 additional days at the end of the school year to complete the testing of students as required by law. These days shall commence the day following the last scheduled day of the school year.

**Exhibit B: Extra-Curricular Pay Schedules**

**ACADEMICS 2018-2019**

	Base	Divided by 1.03 ISTR
Yearbook (NCHS)	2,423.00	2,352.43
Yearbook (NCMS)	1,639.00	1,591.26
Newspaper (NCHS)	2,168.00	2,104.85
Newspaper (NCMS)	1,639.00	1,591.26
Drama (NCHS)	3,250.00	3,155.34
Assistant Drama (NCHS)	2,250.00	2,184.47
Assistant Drama (Orchestra)	600.00	582.52
Assistant Drama (Choir)	1,750.00	1,699.03
Speech (NCHS)	2,264.00	2,198.06
Assistant Speech (NCHS)	1,350.00	1,310.68
Debate (NCHS)	2,264.00	2,198.06
Head Teacher	561.00	544.66
Marching Band Director (NCHS)	5,650.00	5,485.44
Assistant Marching Band Director (NCHS)	3,650.00	3,543.69
Concert Band Director (NCHS)	3,950.00	3,834.95
Assistant Concert Band Director (NCHS)	2,182.00	2,118.45
Jazz Ensemble (NCHS)	1,261.00	1,224.27
Jazz Ensemble (NCMS)	1,261.00	1,224.27
Chorale	3,358.00	3,260.19
HS Competitive Show Choir	3,000.00	2,912.62
Assistant Chorale	1,261.00	1,224.27
HS Jazz/Madrigal Choir	1,800.00	1,747.57
MS Swing Choir	1,261.00	1,224.27
Photography (NCMS)	887.00	861.17
Student Government (NCHS)	1,086.00	1,054.37
Junior Class Sponsor (NCHS)	887.00	861.17
Senior Class Sponsor (NCHS)	887.00	861.17
Recognitions Day Chairperson (NCHS)	887.00	861.17
Renaissance (NCHS)	1,250.00	1,213.59
Student Council (NCMS)	600.00	582.52
National Honor Society Sponsor (NCMS)	600.00	582.52
Computer Coordinator #1 (NCHS)	8,029.00	7,795.15
Computer Coordinator #2 (NCHS)	4,926.00	4,782.52
Computer Coordinator (NCMS)	2,122.00	2,060.19
National Honor Society Sponsor (NCHS)	887.00	861.17
Academic Competition Coordinator	1,254.00	1,217.48





**ATHLETICS 2018-2019****(Divided by 1.03 for ISTR****If Applicable)**

Asst. Athletic Director (NCHS)	7,500	7,281.55
Asst. Athletic Director (NCMS)	2,021	1,962.14
Athletic Trainer (NCHS)	8,722	8,516.50
Cheerleading Sponsors:		
Varsity (NCHS)	2,562	2,487.38
Reserve (NCHS)	1,073	1,041.75
7/8 Grade (NCMS)	795	771.84
Coaching Staff:		
BASEBALL – HEAD COACH	3,717	3,608.74
Assistant Varsity	2,182	2,118.45
Junior Varsity	2,182	2,118.45
BASKETBALL – HEAD COACH	13,349	12,960.19
(Boys) Assistant Varsity	4,110	3,990.29
Junior Varsity	4,110	3,990.29
Freshmen	2,720	2,640.78
7 Grade	2,565	2,490.29
8 Grade	2,565	2,490.29
BASKETBALL – HEAD COACH	13,349	12,960.19
(Girls) Assistant Varsity	4,110	3,990.29
Junior Varsity	4,110	3,990.29
Freshmen	2,720	2,640.78
7 Grade	2,565	2,490.29
8 Grade	2,565	2,490.29
CROSS COUNTRY		
HEAD COACH (BOYS)	3,717	3,608.74
HEAD COACH (GIRLS)	3,717	3,608.74
7 Grade	2,272	2,205.83
8 Grade	2,272	2,205.83
FOOTBALL – HEAD COACH	12,161	11,806.80
Assistant Varsity	3,571	3,466.99
Junior Varsity	3,571	3,466.99
Freshmen	2,359	2,290.29
7 Grade	2,272	2,205.83
8 Grade	2,272	2,205.83
Middle School Coordinator	425	412.62

GOLF		
HEAD COACH (BOYS)	3,717	3,608.74
HEAD COACH (GIRLS)	2,875	2,791.26
GYMNASTICS – HEAD COACH	3,717	3,608.74
Assistant Varsity	2,182	2,118.45
SOCCER – HEAD COACH (BOYS)	3,717	3,608.74
Assistant Varsity	2,076	2,015.53
Junior Varsity	2,076	2,015.53
SOCCER – HEAD COACH (GIRLS)	3,717	3,608.74
Assistant Varsity	2,076	2,015.53
Junior Varsity	2,076	2,015.53
SOFTBALL – HEAD COACH	3,717	3,608.74
Assistant Varsity	2,182	2,118.45
Junior Varsity-1	1,960	1,902.91
SWIMMING – HEAD COACH (BOYS)	3,717	3,608.74
Assistant Varsity	2,182	2,118.45
SWIMMING – HEAD COACH (GIRLS)	3,717	3,608.74
Assistant Varsity	2,182	2,118.45
SWIMMING – MIDDLE SCHOOL SWIM COACH	1,948	1,891.26
TENNIS		
HEAD COACH (BOYS)	2,875	2,791.26
HEAD COACH (GIRLS)	3,717	3,608.74
TRACK – HEAD COACH (BOYS)	3,717	3,608.74
Assistant Varsity	2,182	2,118.45
7 Grade	1,948	1,891.26
8 Grade	1,948	1,891.26
TRACK – HEAD COACH (GIRLS)	3,717	3,608.74
Assistant Varsity	1,932	1,876.19
7 Grade	1,948	1,891.26
8 Grade	1,948	1,891.26
VOLLEYBALL – HEAD COACH	3,717	3,608.74
Assistant Varsity	2,182	2,118.45
Junior Varsity	1,960	1,902.91
7 Grade	1,948	1,891.26
8 Grade	1,948	1,891.26
WRESTLING – HEAD COACH	4,722	4,584.47
Assistant Varsity	2,182	2,118.45

Junior Varsity	2,182	2,118.45
7 Grade	1,948	1,891.26
8 Grade	1,948	1,891.26

## **Extra-Curricular Longevity Stipend**

The Extra-Curricular Longevity Stipend will be frozen at the 2015-2016 level. There will be neither increase in an employees' number of years nor an increase in amount that they received in 2015-2016. An employee (certified staff) who has worked continuously for ten (10) or more years in the same sport in the Athletics Program (i.e. Football, Girls' Basketball, Boy's Track & etc.) the same program area in Academics, (i.e. Band, Chorale, Speech/Debate & etc.), or the same position in Academics where no specific program exists, shall receive an additional stipend based on the following formula:

Year 11-15: 10% of the salary denoted on the EC Schedule to a maximum of \$500

Year 16-20: 20% of the salary denoted on the EC Schedule to a maximum of \$1,000

Year 21-25: 30% of the salary denoted on the EC Schedule to a maximum of \$1,500

Year 26-30: 40% of the salary denoted on the EC Schedule to a maximum of \$2,000

Year 31+: 50% of the salary denoted on the EC Schedule to a maximum of \$2,500

To be eligible for the Extra Curricular Longevity Stipend, the individual must be employed as a teacher under a regular teacher's contract.

A teacher must apply to the superintendent or his designee utilizing a prescribed form including experience documentation for the extra-curricular longevity stipend prior to the start of the school year in which the teacher becomes eligible. In each subsequent year that the teacher remains eligible, the teacher must update or modify the prescribed form on file at the Superintendent's office prior to the start of the school year. The stipend will be included on the individual's teacher contract.

The consecutive years' experience will not be broken if the teacher is granted an approved leave as a teacher by the Board for a school year and the teacher returns to the extra-curricular position the following year. (e.g.: military, maternity, etc.)

## **ADDENDUM**

### **New Castle Community School Corporation**

Effective Date: The following amendments are made to the contract between the Board of School Trustees of the New Castle Community School Corporation and the New Castle Education Association approved and signed on the 3rd day of June, 2004. These amendments shall be effective with respect to any teacher retiring on or after August 15, 2004, except that for any teacher retiring prior to the start of the 2005-06 school year, said teacher may choose benefits as described herein or elect the benefits as they existed in the previous contract. Such election shall be a one-time irrevocable written election provided to the Board on or before August 31, 2004.

### **Retirement Severance Benefit**

An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

#### **A. Group Health Insurance**

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

1. The teacher was enrolled in the Corporation's group health insurance plan during the school year immediately before severance.
2. 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 prior to the due date each month. Payment must be made to the school corporation's business office.
3. And meets the entitlement of vestment in New Article VI Section B.

### **403(b) Retirement Annuity Plan**

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

## **New Article VI**

### **Buy-Out of Prior Agreement's Severance Benefits**

#### **A. Elimination of Prior Agreement's Severance Benefit**

The Board and the Association specifically reserved the authority to revise or terminate the benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that Article X Severance Benefit described in same of the prior agreement is terminated and shall not apply to any teacher having announced his/her retirement after the 16th day of August, 2004, except as otherwise specifically provided in this Article. Those teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement.

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

Upon retirement from the School Corporation, a teacher shall be fully vested in the retirement benefits described in this Article if the teacher has satisfied the following requirements:

1. A teacher who is at least 55 years of age.
2. Prior to retirement, the teacher must have completed not less than fifteen (15) full years of service as a teacher with the New Castle Community School Corporation. You are entitled to the distribution of vested retirement benefits after termination of employment.

#### **C. Actuarial Determination of Value of the Current Retirement**

The Educational Services Corporation, Inc. (ESC) has been selected to determine the buy-out present value of the unfunded retirement severance benefits described in the prior agreement. In making this present value determination, Educational Services Corporation, Inc. (ESC) shall use the following assumptions:

1. The assumed interest rate for the purpose of determining the present value is four percent (4%) for the first two (2) years and seven and one-half percent (7.5%) thereafter. However, for post-retirement 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-nine and one-half (59 1/2), or at the end of
  - a. the current year if the individual is already age fifty-nine and one-half(59 1/2), or
  - b. older.

3. Using the method of calculation described in Article X of the prior agreement, the Retirement Benefit for each employee will be determined, subject to the following adjustments:
  - a. Teachers not having five (5) years of teaching experience with the New Castle Community School Corporation by the completion of the 2003-04 school year shall not be entitled to any payment for the eliminated benefit. In other words, no contribution shall be made for individuals hired or rehired not having five (5) years of teaching experience with the New Castle Community School Corporation. Teachers who are victims of a Reduction in Force are entitled to a payment for the eliminated retirement benefit and will remain on file as recipients until the recall period has passed or, if they are recalled, until termination of their employment.
  - b. The Uninsured Pensioners 1994 Mortality Table shall be used to discount for mortality.
  - c. A turnover rate of two point six percent (2.6%) shall be used to discount for turnover.
  - d. Sick leave accumulation shall be calculated as of April 6, 2004 but the maximum sick leave days may not be more than 187.
  - e. The Board's payment toward group health insurance will equal Five Thousand Five Hundred Dollars (\$5,500). Payments will be deemed to terminate when the individual would otherwise be eligible for Medicare. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school 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.
  - f. The present value of the retirement severance benefits under the prior agreement shall be calculated, effective as of May 28, 2004, with the exception of accumulated sick leave which is April 6, 2004.
  - g. 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: base salary, age, years of service, and accumulated sick leave. The Educational Services Corporation, Inc. (ESC) 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 as final calculations will be prepared and the



contributions hereinafter described will be commenced after such date. Corrections returned to the Board after the ten (10) days shall be disregarded.

- h. The maximum proceeds for the buyout of the teachers and administrators are \$5 million.
- i. The spreadsheets listing the buyout of each eligible teacher are located in the central office and such calculated amounts are final and conclusive.

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

#### D. Buy-Out Contributions

1. **401(a) Plan**—The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The total sum of the amount calculated by Educational Services Corporation, Inc. (ESC) as the present value for the flexible benefit payment shall be contributed by the school corporation to the 401 (a) plan and the present value of the insurance benefit and sick leave benefit shall be contributed by the school corporation into the VEBA (Section D.1.) within thirty (30) days of the completion of the sale of bonds under the SEA 199 and selection of investment options by the eligible teachers.

The single investment vendor for the 401(a) plan shall be ISTA Financial Services Corporation. 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 teacher 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 a teacher has retired and satisfied the applicable vesting requirements set forth in subsection B of this Article, the employee shall not have access to the assets held in his or her separate 401(a) plan account.
- c. If a teacher retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection B of this Article, 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 proportion to their relative buyout amounts initially calculated:
  - (i) Teachers who forfeited their VEBA accounts in the same year;
  - (ii) Teachers who previously forfeited their VEBA accounts; and
  - (iii) Teachers who have attained the age of fifty-nine and one-half (59 1/2) and terminated employment in or before the year of the pre-allocated forfeiture.

- d. Following retirement and the satisfaction of the vesting and distribution requirements set forth in subsection B of this Article, a retired teacher may elect to commence distributions from his 401(a) plan account. If a teacher dies after having satisfied the vesting and distribution requirements of subsection B of this Article, the deceased teacher'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 school 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.
2. VEBA. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, that amount representing the health care portion of the Retirement Benefit as calculated for all teachers under subsection C above. ISTA Financial Services Corporation or a vendor mutually agreed to by the Corporation and the Bargaining Unit shall be the organization administering the VEBA and shall be 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 teacher will be invested in a separate account. There will be no commingling of accounts and each teacher 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 a teacher has retired and satisfied the eligibility requirements set forth in subsection B of this Article, the teacher shall have no access to the assets held in his or her separate VEBA account.
  - c. If a teacher retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection C of this Article, the terminated teacher'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 Educational Services Corporation, Inc. (ESC) in initially determining the present value, calculations. Therefore, the VEBA accounts of the following teachers will not share in the reallocation of a forfeiture of a

VEBA account:

- (i) Teachers who forfeited their VEBA accounts in the same year;
- (ii) Teachers who previously forfeited their VEBA accounts; and
- (iii) Teachers who have attained the age of fifty-nine and one-half (59 1/2) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of teachers who have attained the age of fifty-nine and

One-half (59 1/2), but who have not terminated employment, may share in the reallocated forfeiture, but on a reduced basis.

- d. Following retirement and the satisfaction of the vesting and distribution requirements set forth in subsection B of this Article, a retired teacher may use the amounts held in his/her separate VEBA account to pay all amounts permitted by the IRS and the VEBA carrier including but not limited to, health insurance premiums, term life insurance premiums, and to be reimbursed for un-reimbursed medical expenses of the teacher, spouse, and dependents. Furthermore, following the death of a teacher who had otherwise satisfied the requirements of subsection B of this Article, any amounts remaining in the deceased teacher's VEBA account may continue to be used to pay these premiums and expenses of the teacher's spouse and dependents. Should any money remain in the account following the death of the teacher and his/her dependents, the remainder shall pass on as a taxable death benefit to the named beneficiary provided the IRS does not make a ruling that this benefit is not legal. At no time may the VEBA make loans to a teacher, his/her spouse, or his/her dependents.
- e. If a teacher retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection B of this Article, the terminated teacher's VEBA plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be consistent with item (c) above.
- f. The school 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.

#### D. 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 teacher, future teacher, prospective teacher or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board of School Trustees of the New Castle Community School Corporation and the New Castle Education 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.

New Article

**Retirement Savings VEBA Plan**

- A. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c) (9) of the Code.
- B. The Board agrees to contribute up to one percent (1%) of each teacher's base salary into each individual's separate VEBA account for the 2004-05 school year and each succeeding school year. Teachers employed on a temporary contract are not included in this provision. The Board shall make such contribution provided that Bargaining Unit Members match such amounts into their individual 403(b) accounts as called for in Article IV. 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 ISTA Financial Services Corporation.
- C. The VEBA account is 100% vested at all times for each teacher.
- D. The benefits from the VEBA account will be available upon the teacher's retirement at age 55 or later.
- E. The VEBA account will be invested with ISTA Financial Services.

This Addendum is agreed to by parties whose signatures appear below effective the 3'd day of June, 2004:

Board of School Trustees of the  
New Castle Community School  
Corporation

Richard Litch

(President)

John Newby  
(Chairman of the Board's Negotiating Team)

New Castle Education Association

F. Mark Schottelkopf

(President)

Rex Beckwith  
(Chief Negotiator of the Association)

## 2018 CBA COMPLIANCE CHECKLIST<sup>1</sup>

Item	✓	Page No. <sup>2</sup>
School employer and exclusive representative identified	✓	3
Bargaining unit description matches the IEERB Order in effect at time of ratification	✓	3
Beginning and ending date of CBA (must end on or before June 30, 2019)	✓	1, 14
Ratification date (must be on or after September 15)	✓	14
General definitions (definitions that apply to the whole CBA)	✓	3
Grievance procedure (if arbitration used, must indicate if advisory or binding)	✓	12
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)	✓	14
Salary for newly hired teacher (amount, schedule, or method of calculation)	✓	5
Wages/compensation for ancillary duties	✓	NA <sup>3</sup>
Wages/compensation for extracurricular duties	✓	6, 16-20
Compensation for extended contracts	✓	6, 15
<b>Compensation plan</b>		
If there are no salary increases, CBA includes a statement to that effect	✓	NA
Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers)	✓	3
<b>Salary increases</b>		
Statement that teachers rated ineffective/improvement necessary are not eligible	✓	4
Based on at least two of the five statutory factors	✓	4
Definitions of factors (e.g. experience, academic needs, instructional leadership)	✓	4
How much each factor contributes to increase (by points, percentage, amount, etc.)	✓	4
Amount of increase (flat amount, % amount) or method for calculating amount	✓	4
The combination of education and experience does not exceed 33.33% of the maximum available salary increase (unless the specific increase differential is to reduce the gap)	✓	4
Salary increase differential <sup>3</sup> (if applicable) is based on one or more of the five factors	✓	4
If using a salary increase differential to reduce the gap, the specific salary increase to reduce the gap: (1) is clearly identified and (2) actually reduces the gap.	✓	4
Redistribution provision or a statement explaining why redistribution not necessary	✓	4-5

**Reminders:**

1. Clearly identify the Compensation Plan and make sure all salary increases are included in the compensation plan.
2. If using possession of an advanced degree or credit hours as a factor, be sure it is limited to **content area** degrees or credit hours.
3. If you include non-bargainable items for informational purposes only (e.g. number of ECA positions, number of extended contract days, etc.), be sure to include a statement to that effect.

<sup>1</sup> Red text denotes additions to the checklist for 2018.

<sup>2</sup> IEERB encourages parties to number the pages of their CBA. If there are no page numbers, parties should identify the Article or Section number of the particular item (e.g., Art. I Sec B; Sec IV #2, etc.).

<sup>3</sup> See the 2018 Rubric and the 2018 Guide to Salary Increase Differentials for additional guidance.