

Beech Grove City Schools



2022-2023

Agreement

Between

The Board of Education

School City of Beech Grove

and the

Beech Grove Classroom Teachers Association

TABLE OF CONTENTS

TOPIC	PAGE NUMBER
ARTICLE I RECOGNITION AND SCOPE OF AGREEMENT	4
ARTICLE II COMPENSATION MODEL AND WAGES	4
<u>Section A</u> Base Salary Increases and New Hire Salary Placement Schedule	4
<u>Section B</u> Extended Contracts	6
<u>Section C</u> Co-Curricular Salary	6
<u>Section D</u> Athletic Coaching Salary	6
<u>Section E</u> Indiana State Teachers Retirement Fund	6
<u>Section F</u> Compensation for Committee Work – Ancillary Duty Compensation	6
<u>Section G</u> Miscellaneous Teacher Compensation – Ancillary Duty Compensation	6
<u>Section H</u> Criminal Background Checks	6
ARTICLE III GROUP INSURANCE	7
<u>Section A</u> Health Insurance	7
<u>Section B</u> Dental Insurance	8
<u>Section C</u> Vision Insurance	8
<u>Section D</u> Pro-Rating for Part-Time Certified Teachers	8
<u>Section E</u> Life Insurance	8
<u>Section F</u> Long Term Disability Insurance	8
<u>Section G</u> Section 125	8
ARTICLE IV LEAVE DAYS	9
<u>Section A</u> Personal Illness Leave	9
<u>Section B</u> Personal Business Leave	9
<u>Section C</u> Family Illness Leave	9
<u>Section D</u> Emergency Leave	10
<u>Section E</u> Bereavement Leave	10
<u>Section F</u> Professional Leave	10
<u>Section G</u> Association Leave	10
<u>Section H</u> Jury Duty/Trial Witness Leave	11
<u>Section I</u> On-The-Job Injury Leave	11

<u>Section J</u> Professional Coaching Leave	11
<u>Section K</u> Military Leave Guidelines	11
<u>Section L</u> Maternity Leave	11
<u>Section M</u> New Dependent Leave	12
<u>Section N</u> Adoption Leave and Adoption Benefit	12
<u>Section O</u> Family and Medical Leave Act	13
<u>Section P</u> Pro-Rating for Part-Time Certified Teachers	13
ARTICLE V SUMMER SCHOOL AND INTERSESSION	13
ARTICLE VI RETIREMENT COMPENSATION	13
<u>Section A</u> IRS Code Section 401(a)	13
<u>Section B</u> IRS Code Section 403(b)	14
<u>Section C</u> VEBA (Voluntary Employee Benefit Association)	14
<u>Section D</u> Sick Leave Bonus	14
<u>Section E</u> Retiree Health Insurance	15
ARTICLE VII GRIEVANCE PROCEDURE	15
ARTICLE VIII TERM AND EXECUTION OF AGREEMENT	17
APPENDIX A: CO-CURRICULAR SALARY SCHEDULE	18
APPENDIX B: ATHLETIC SALARY SCHEDULE	21
APPENDIX C: RETIREMENT BUY OUT PROVISIONS	24
APPENDIX D: GRIEVANCE REPORT FORM	25

This Agreement shall be in effect July 1, 2022 and shall continue in effect through June 30, 2023.

ARTICLE I RECOGNITION AND SCOPE OF AGREEMENT

This Agreement made by and between The Board of School Trustees, hereafter referred to as the Board, of Beech Grove City Schools, hereafter referred to as the Corporation, and the Beech Grove Classroom Teachers Association, hereafter referred to as the Association.

The Board recognizes the Association as the exclusive bargaining representative for all certified personnel, hereafter referred to as Teachers, employed by the Corporation except the Superintendent, Assistant Superintendent, Grounds Supervisor, Director of Transportation, Director of Operations, Quality Coordinator, Director of Elementary Education, Director of Secondary Education, College & Career Coordinator, High School Curriculum and Instructional Coordinator, Middle School Curriculum and Instructional Coordinator, South Grove Curriculum and Instructional Coordinator, Central Elementary Curriculum and Instructional Coordinator, Hornet Park Curriculum and Instructional Coordinator, Administrative Assistants, Principals, Assistant Principals, Middle School Athletic Director, Deans, High School Athletic Director, High School Counselors, and Technology Integration Specialists.

ARTICLE II COMPENSATION MODEL

Section A Base Salary Increases and New Hire Salary Placement Schedule

1. General Eligibility Criteria

Under IC 20-28-11.5, a teacher rated ineffective or improvement necessary may not receive any raise or increment for the following year except as otherwise provided in IC 20-28-9-1.5(f).

The teacher must have been employed in the Beech Grove City Schools for at least 120 days in the prior school year, and returned to employment with the Beech Grove City Schools for the current school year.

A returning teacher who is a rehired retiree is ineligible to receive a base salary increase.

Returning social studies teachers and speech language pathologists who were placed at a salary placement higher than the typical salary placement upon being hired at Beech Grove City Schools are ineligible to receive a base salary increase.

The returning Student Service Director is ineligible to receive a base salary increase.

2. Factors and Definitions

This model maintains a salary schedule using the following two factors:

1. Evaluation: The teacher is not evaluated in the bottom two performance categories in the prior school year.
2. Meeting Academic Needs of Students: The importance of retaining all teachers to provide educational continuity for students.

3. Salary Distribution Description for the 2022-2023 School Year

A. EVALUATION = \$250.00

B. MEETING ACADEMIC NEEDS OF STUDENTS = \$250.00

The maximum possible negotiated base salary increase that may be received by an eligible returning teacher for the 2022-2023 school year is \$500.00.

There will be no row or column advancement in the New Teacher Placement Salary Schedule for returning teachers.

4. Placement of New Hires on the 2022-2023 Teacher Placement Salary Schedule

a. The New Teacher Placement Salary Schedule set forth above shall be used for determining the salary of new hires.

b. Any teacher returning to BGCS will be placed at the level equivalent to his/her salary when he/she left plus additional levels equated to the number of effective or highly effective evaluations earned since leaving that have been obtained from an accredited school, as established by the new hire criteria list in subparagraph c below. If the teacher has gained no teaching experience equivalent to 120 days in an accredited school while gone from BGCS or effective/highly effective evaluations, then the teacher will be placed at the same (or equivalent after conversion for existing teachers) level he/she was earning prior to leaving BGCS. For purposes of this provision an “accredited school” shall mean one that is freeway accredited, public school accredited, advanced ed accredited, State accredited, or a school that has been accredited by any other third party accreditation organization if agreed to by the Superintendent and Association President.

c. Any teacher new to the district will be placed at an initial salary that mirrors a current teacher based on years of experience and education. A mirrored salary is a salary with the same degree (BA or MA) and years of experience in education in an accredited school. If there are multiple current employees with the same degree level and years of experience, but different amounts, the initial placement shall be determined as the lowest salary amount in the group.

d. A retired teacher who is hired or rehired by the school corporation will be placed no higher than letter K for his/her initial salary.

e. New teachers hired prior to ratification of this contract who hired in at a starting salary that was below the new minimum of \$48,000 for bachelor’s teachers and \$51,000 for master’s teachers will have their starting salaries adjusted upward to the applicable new starting minimum salary.

5. 2022-2023 New Hire Teacher Placement Salary Schedule

BACHELORS			MASTERS		
Level		Placement Yrs.	Level		Placement Yrs.
A	\$48,000	0,1,2	A	\$51,000	0,1,2
B	\$49,700	3,4,5	B	\$54,100	3,4,5
C	\$51,400	6,7	C	\$57,200	6,7
D	\$53,100	8,9	D	\$60,300	8,9
E	\$54,800	10,11	E	\$63,400	10,11
F	\$56,500	12,13	F	\$66,500	12,13
G	\$58,200	14,15	G	\$69,600	14,15
H	\$59,900	16,17	H	\$72,700	16,17
I	\$61,600	18,19	I	\$75,800	18,19

J	\$63,300	20,21	J	\$78,900	20,21
K	\$65,000	22,23	K	\$82,000	22,23
L	\$70,100	24+	L	\$85,100	24+

6. Salary Range

The salary range for the 2022-2023 school year before base salary increases are applied is \$45,125 to \$83,500, not including current year increases or TRF contributions.

The salary range for the 2022-2023 school year after base salary increases are applied is \$48,000 to \$85,100 (not including TRF contributions).

7. Redistribution of Forfeited Salary Increases for 2022-2023 School Year

Any salary increases that are required to be forfeited by a teacher evaluated as needs improvement or ineffective will be redistributed equally to the highly effective and effective teachers in the form of a one-time stipend. The Superintendent will notify the CTA President of the number of teachers rated ineffective and needs improvement and the total dollar amount that will be redistributed. This notification provision is being included for informational purposes only and has not been bargained.

Section B Extended Contracts

Teachers working extended contract days will be paid \$300.00 a day.

Section C Co-Curricular Salary

The parties agree the annual co-curricular salary schedule for Teachers for the duration of this Agreement is accurately reflected in Appendix A.

Section D Athletic Coaching Salary

The parties agree the annual athletic coaching salary schedule for Teachers for the duration of this Agreement is accurately reflected in Appendix B.

Section E Indiana State Teachers Retirement Fund

The Board shall contribute the Teacher’s share, which is 3%, of the Indiana State Teachers Retirement Fund in addition to the salary specified in this Agreement.

Section F Compensation for Committee Work – Ancillary Duty Compensation

If Teachers are assigned to team committee work by the administration for the implementation of Curriculum and Instruction, and that and other approved committee work occurs outside of the contract day, the Teachers shall be compensated thirty-five dollars (\$35.00) per hour unless otherwise stated in the grant requirement.

Section G Miscellaneous Teacher Compensation – Ancillary Duty Compensation

A teacher will also be paid his/her contracted hourly rate when the teacher teaches an additional class in his/her licensed teaching area during his/her regularly scheduled prep time to help reduce the teacher to student ratio in a building.

Section H Criminal Background Checks

The School Corporation will pay the cost for current employees of any and all expanded criminal history checks that are required by the school corporation of per I.C. 20-26-5-10.

ARTICLE III GROUP INSURANCE

Section A Health Insurance

HSBT Plan	Plan Coverage	Board Contribution
Plan 2	Single	\$7,325.00
Plan 2	Employee & Spouse	\$13,254.00
Plan 2	Employee & Children	\$11,708.00
Plan 2	Full Family Plan	\$15,113.00
Plan 3	Single	\$7,781.00
Plan 3	Employee & Spouse	\$14,687.00
Plan 3	Employee & Children	\$13,114.00
Plan 3	Full Family Plan	\$16,994.00
HSA Plan 4	Single	+ \$1,000 to HSA Account \$6,601.00
HSA Plan 4	Employee & Spouse	+ \$1,000 to HSA Account \$12,9857.00
HSA Plan 4	Employee & Children	+ \$1,000 to HSA Account \$11,816.00
HSA Plan 4	Full Family Plan	+ \$1,000 to HSA Account \$14,894.00

The rates set forth above will be effective December 1, 2022. The HSA contributions will begin January 1, 2023 and will be distributed in 20 pays (\$50.00 per pay). Contributions to an HSA account will not begin until the teacher's HSA account is opened. The teacher will forfeit any HSA contributions that would have been deposited but are unable to be deposited because the teacher does not have his/her HSA account open.

In the event two Teachers are married and both are covered by group health insurance specified in this Agreement, then the Board contribution will be the Full Family Plan contribution (if the couple is participating in the Full Family Plan) or Employee & Spouse plan (if the couple is participating in the Employee & Spouse plan) plus the contribution of the Single plan in the category for which the couple is participating. To the extent this Board contribution total exceeds the total cost of the premium of the plan in which the couple is participating, then the overage will be distributed to each individual employee spouse equally through a tax-free contribution to an eligible health savings account.

If two teachers are married and select Plan 4, the total contribution to the HSA by the School Corporation will be \$2,000 plus any overage (if there is an overage) as described above.

Section B Dental Insurance

The Board shall contribute up to three hundred fifty dollars (\$350) annually toward the premium cost of the dental insurance plan selected by a Teacher. In the event two Teachers are married and both are covered by group dental insurance specified in this Agreement the Board contribution shall be the sum of the family plan option contribution and the single plan option contribution.

Section C Vision Insurance

The Board shall contribute the cost of the employee only plan option toward the premium cost of the vision insurance plan selected by a Teacher.

Section D Pro-Rating for Part-Time Certified Teachers

When it is determined by the Superintendent that it is in the best interest of the School District to hire part-time certified teachers, the following provisions shall be in effect:

- 1) Part-time employment refers to one (1) teaching position less than 100% of one (1) full-time position.
- 2) Salary will be determined on a pro-rated basis by the Superintendent using the salary placement schedule in Article II. For example, a bachelor's teacher at Level J who is on a 50% contract will earn \$26,375.00.
- 3) Part-time teachers shall be eligible for Board contributions for health and dental insurance according to the following:

Teachers employed on a 75% to 100% base salary contract are eligible for 100% Board contribution;

Teachers employed on a 60% to 74% base salary contract are eligible for 75% Board contribution;

Teachers employed on less than a 60% base salary contract shall have Board contributions toward health insurance and dental insurance pro-rated to the same percentage as their base salary contract. Example: 50% contract will receive 50% Board contribution.

Section E Life Insurance

The Board shall provide Teachers term life insurance in the amount of \$100,000. This amount shall be doubled in the event of an accidental death.

Teachers shall have the right to purchase, subject to insurance carrier regulations, additional term life insurance at their own expense. New Teachers to the Corporation must enroll in the program within thirty (30) calendar days following their first contract day to be eligible for this program.

Section F Long Term Disability Insurance

The Board shall provide Teachers long-term disability insurance with one hundred eighty (180) calendar day elimination period and coverage of two-thirds (2/3) base salary. Teachers employed on a Temporary Contract are not eligible for the Long Term Disability Insurance benefit.

Section G Section 125

Teachers shall have the benefits of section 125 of the IRS Act of 1978. An amount not to exceed 50% of salary may be set aside for the election of benefits, under Section 125 of the Internal Revenue code, which includes the non-taxable benefits of major medical, disability, cancer, Section 79 life, non-reimbursed medical, and dependent care.

The fees for generation II benefits shall be the responsibility of the Teacher.

ARTICLE IV LEAVE DAYS

Section A Personal Illness Leave

Teachers shall be entitled to be absent from work on account of personal illness for a total of ten (10) days each school year without loss of compensation. If the teacher has a qualifying FMLA event, personal illness days may be utilized during the twelve (12) week period of time.

Upon written request, personal illness days may be used to extend a teacher's bereavement leave in the case of the death of the following immediate family members: parent, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, stepchild, foster-child, daughter-in-law, son-in-law.

Personal illness leave days may be taken in full day or half-day increments. The total number of unused personal illness leave days at the end of a school year shall accumulate to an unlimited total.

Personal illness days accumulated in the last place of employment may be claimed at the rate of five (5) days per year beginning with the second year in a new school Corporation until the accumulated personal illness leave is exhausted.

Section B Personal Business Leave

Teachers shall be entitled to be absent from work on account of personal business for a total of two (2) days each school year without loss of compensation.

Personal business leave days may be taken in full day or half-day increments.

The total number of unused personal business leave days at the end of a school year shall accumulate to a maximum of Five (5) personal business leave days in addition to the annual two (2) day allotment for a maximum of Seven (7) personal business leave days which can be taken in a school year without loss of compensation. Any additional unused personal business leave days shall accumulate as personal illness leave.

Teachers who substitute in a classroom four (4) periods or times will be awarded one (1) personal day. This also applies when students are placed in your classroom for the day or part of a day in K-6 buildings, this is considered one time for subbing per this language. Teachers may accumulate up to the 7 maximum personal days and any excess days will automatically be added to their accumulated sick leave. Teachers can only use 7 personal days during 1 (one) school year.

Section C Family Illness Leave

Teachers shall be entitled to be absent from work on account of illness, surgery, or accident involving an immediate family member a total of five (5) days each school year without loss of compensation. This leave is not accumulative.

An immediate family member is defined as spouse, child, step-children, parent, brother, sister, mother-in-law, father-in-law, or other person whose relationship is sufficiently close in judgment of the Superintendent of Schools to warrant such leave.

If all personal leave, emergency leave, and family illness leave have been used and additional days are required due to serious illness or accident to a family member, the Teacher may make a written request to the Superintendent to use unused personal illness days.

In the event that the emergency leave day has been used and a life or property-threatening situation arises which necessitates immediate action, unused family illness leave may be used.

In the event that all family illness days have been used and additional days are required due to illness of a family member, the Teacher may make a written request to the Assistant

Superintendent for Business & Personnel to transfer up to three (3) personal illness days to become family illness days as needed.

Unused family illness leave days will be transferred to the accumulated sick leave at the end of the school year.

Section D Emergency Leave

Teachers shall be entitled to be absent from work on account of an emergency for a total of one (1) day or two (2) half (1/2) days each school year without loss of compensation. An emergency is defined as a sudden, unexpected occurrence demanding immediate attention. Unused emergency leave at the end of a school year shall be added to the accumulation of personal illness days. An emergency leave day may also be used for the purpose of bereavement in respect to a relative or friend.

Section E Bereavement Leave

Teachers shall be entitled to be absent from work on account of death of a family member without loss of compensation for the number of days specified below.

For the purpose of this article, the “immediate family” shall be defined to include child, parent, brother, sister, mother-in-law, father-in-law, niece, nephew, aunt, uncle, stepmother, stepfather, stepdaughter, stepson, sister-in-law, brother-in-law, stepsister, stepbrother, daughter-in-law, son-in-law, grandmother, grandfather, spouse’s grandmother, spouse’s grandfather, granddaughter, step-granddaughter, grandson, step-grandson, legal dependent or any person residing in the same home as the employee.

Bereavement leave days do not need to be used consecutively.

A teacher on temporary contract shall have the same leave benefits as another teacher. A teacher on extended or supplementary contract (Example: Summer School) shall be able to use his/her leave benefits.

Five (5) days: parent, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, stepchild, foster-child, daughter-in-law, son-in-law

Two (2) days: brother-in-law, sister-in-law

One (1) day: aunt, uncle, foster-parent

Bereavement leave must be taken within one (1) year after the date of death. Teachers who must travel three hundred miles (300) or more one way due to the death of a family member are entitled to two additional bereavement days for travel.

Section F Professional Leave

Teachers shall be entitled to be absent from work on account of professional activities for a total of one (1) day each school year without loss of compensation.

The Superintendent of Schools shall determine if the request is approved.

If the request is approved the Board may elect to pay expenses related to the request. Any expenses related to the request not paid by the Board are the responsibility of the Teacher.

Section G Association Leave

The Association is entitled to ten (10) days of Association leave without loss of compensation. Use of Association leave is determined by the Association President. Association leave may be taken in full day or half-day increments. No one Teacher may use more than five (5) days of Association leave in any one school year. Notice of Association leave must be in writing and given to the building principal at least twenty-four (24) hours in advance.

Section H Jury Duty/Trial Witness Leave

Teachers called to serve on jury duty or as a trial witness shall be granted jury duty/trial witness leave without loss of compensation.

Section I On-The-Job Injury Leave

Teachers absent due to injury or disability as a result of an unprovoked assault on school property or on school business, shall not be charged personal illness leave or any other leave provided for in this Agreement. In case of injury or disability which is determined to be compensable under the Workman's Compensation law the Board shall pay the Teacher in full until Workman's Compensation and social security begin. The Board shall pay the difference between Workman's Compensation and social security payments and the contractual salary of the Teacher, but in no case shall the payments made by the Board be paid for a period of more than six (6) consecutive months of disability.

Such benefit shall only be available to Teachers who certify their willingness to file charges and pursue legal avenues in prosecuting such cases. Legal counsel and assistance will be provided the Teacher in prosecuting such cases to their final resolution.

The Board may require an independent medical or psychological examination, at the Board's expense, if there is a question as to the condition of the Teacher during this leave.

Section J Professional Coaching Leave

One (1) professional coaching leave day per year may be granted to each high school or middle school head coach per sport without loss of compensation. The professional coaching leave day shall be used to attend clinics that are designed to improve coaching skills in the sport which they coach, and are presented by a university, state coaching or athletic association.

Section K Military Leave Guidelines

Paid family or personal leave not to exceed ten (10) days may be taken during any contract year, where the Teacher's spouse, child, or parent is enlisted or conscripted into the armed forces of the United States and is on active duty pursuant to a federal order. A Teacher is not entitled to more than the ten (10) days of paid military family leave from any combination of personal or family leave in any school year.

A Teacher may be granted up to fifteen (15) days leave in any calendar year without loss of compensation for National Guard Training, where an absence is necessary in accordance with IC 10-17-4, or other applicable law.

Section L Maternity Leave

Teachers shall be entitled to maternity leave in accordance with state and federal law. (See the School District's FMLA and other related policies for more information.)

Maternity leave and maternity benefit will be defined as follows:

- A. Maternity leave utilizes the teacher's available sick leave days. A separate maternity benefit does not utilize the teacher's sick leave days.
- B. Maternity leave commences the day following the birth of the child and continues for six (6) weeks. During this 6-week period, the teacher may use up to thirty (30) available sick leave days. If the teacher has fewer than thirty (30) available sick leave days, the teacher may choose to take the remainder of the 6-week period as an unpaid leave or may choose to move on to the maternity benefit. Any changes to the commencement date must be approved by the Superintendent upon submitting a formal written request.

- C. The maternity benefit consists of fifteen (15 consecutive) contractually paid days, which shall not be charged against a teacher's available sick leave. This 15 consecutive day maternity leave benefit may be used only one time in a school year. Nothing will prevent a teacher after exhausting this benefit in a school year from using his/her own accrued time off or any time off the teacher may have available through the FMLA.
- D. If the birth of a child occurs over the summer break, B and C of Section L will not be granted if the maternity leave and maternity benefit days expires prior to the first day of the school year. If the provision has not expired over the summer break, then the teacher may use any/all of the residual days, beginning with the first day of school and continuing consecutively.
- E. If the teacher is medically disabled, as verified by a physician's statement, beyond the provisions cited in this Agreement, the teacher may use more of her available sick leave days to cover the time period of the disability.
- F. Uncompensated leave may continue for up to one (1) year following the birth of the child. The teacher granted such a leave have the right to maintain, at her sole expense (paying the full premium), all insurance benefits in which she was enrolled at the time of the request.* A teacher on uncompensated leave is required to return within one (1) year following the birth of the child. The return date may be adjusted beyond the child's first birthday to the first day of the next grading period.
*If a teacher qualifies for FMLA, the district will maintain its financial contribution to health insurance benefits during the 12 week FMLA period.
- G. The teacher granted such a leave will be returned to the same assignment or one which is comparable and equal in benefits as determined by the administration.

Section M New Dependent Leave

Upon the birth of a child who is a new dependent of a teacher, the teacher shall be granted ten (10) consecutive contractually paid days. These days will not be charged against the teacher's available sick leave and shall commence on the day following the birth of the new dependent child. This 10 consecutive day new dependent leave benefit may be used only one time in a school year. Nothing will prevent a teacher after exhausting this benefit in a school year from using his/her own accrued time off or any time off the teacher may have available through the FMLA.

It is understood that in the event of a birth over the summer break, the granting of ten (10) benefit days under this provision will not apply unless the number of allowable days overlaps with the beginning of the next school year. A teacher who uses the 15 day adoption leave benefit or the 15 day maternity leave benefit pursuant to this Contract will be ineligible to also take "New Dependent Leave."

Section N Adoption Leave and Adoption Benefit

A leave of absence for adoption shall be granted by the Board. This leave may be taken without jeopardy to reemployment, retirement, and salary and benefits.

Adoption leave and adoption benefit will be defined as follows:

- A. Adoption leave utilizes the teacher's available sick leave days. A separate adoption benefit does not utilize the teacher's sick leave days.
- B. Adoption leave commences the day following the placement of the child and continues for six (6) weeks. During this 6-week period, the teacher may use up to thirty (30) available sick leave days. If the teacher has fewer than thirty (30) available sick leave days, the teacher may choose to take the remainder of the 6-week period as an unpaid leave or may choose to move on to the adoption benefit.

- C. The adoption benefit consists of fifteen (15) consecutive contractually paid days, which shall not be charged against a teacher's available sick leave. This 15 consecutive day adoption benefit may be used only one time in a school year. Nothing will prevent a teacher after exhausting this benefit in a school year from using his/her own accrued time off or any time off the teacher may have available through the FMLA.
- D. If the placement of the child occurs over the summer break, the provisions in Section N, Subsections B and C, will not be granted if the adoption leave and adoption benefits days expire prior to the first day of the school year. If the provisions in Article IV, Section N, Subsections B and C have not expired over the summer break, then the teacher may use any/all of the residual days beginning with the first day of school and continuing consecutively.

Section O Family and Medical Leave Act

Teachers shall be eligible for leave under the Family and Medical Leave Act ("FMLA") in accordance with the federal law. (See Teacher Handbook)

Under the FMLA, an eligible employee can take off a combined total of up to 12 weeks in a leave year to care for a newborn child or for adoption of a child. (See Teacher handbook)

Section P Pro-Rating for Part-Time Certified Teachers

Part-time employment refers to one (1) teaching position less than 100% of one (1) full-time position.

Leave days for which a part-time teacher is eligible to receive shall be pro-rated equal to the percentage of the contract served and rounded to the nearest half-day. Leave must be taken in either half-day or full-day portions.

ARTICLE V SUMMER SCHOOL AND INTERSESSION

The Superintendent has decided to bargain supplemental service pay for summer school and intersession. Teachers of summer school and Intersession shall be paid \$40 for each hour of instruction in accordance with applicable state statute and regulations governing summer school pay for Teachers.

ARTICLE VI RETIREMENT COMPENSATION

Article VI shall constitute the retirement program of the Corporation and shall be counted as part of the cost of any salary agreement between the Board and the Association. For purposes of this Article and to qualify for total disability, a Teacher must be adjudged permanently disabled by the Indiana State Teachers' Retirement Fund (ISTRF).

Retired teachers who are hired on or after July 1, 2021 will not be eligible to receive the retirement benefits set forth in Section A (401(a)), Section B (403(b)), Section C (VEBA) and Section D (Sick Leave Bonus) below.

Section A IRS Code Section 401(a)

The Corporation shall contribute one percent (.01) of a Teacher's base salary to the Corporation's 401(a) plan.

Teachers shall become vested in this program according to the following schedule. Until such time of becoming vested all monies contributed by the Corporation shall not be available to the Teacher and upon termination of employment for any reason, other than total disability, the non-vested Corporation contributions shall be used to offset the contributions for that year. In the event of termination due to total disability, the affected Teacher shall be considered vested. Forfeitures from teachers who leave Beech Grove before being vested will be redistributed

to teachers with 5+ years of experience in Beech Grove who are vested in the 401a plan per the provisions set forth herein. The forfeitures will be distributed by December 31 of each school year.

Vesting Schedule: 5 years of employment at BGCS 100%

Section B IRS Code Section 403(b)

All Teachers shall be eligible for the 403(b) matching annuity program.

The program shall include provisions allowing matching employer salary contributions and matching employee contributions. Within the provisions of the IRS CODE, the plan shall be fully vested, shall be portable, and shall include the availability of loans and hardship withdrawals.

The Corporation shall match each Teacher's like contributions up to two and one-half percent (.025) of the Teacher's base salary.

There shall be an annual enrollment in the matching annuity program prior to the first day of the school year or within five (5) business days of employment.

Section C VEBA (Voluntary Employee Benefit Association)

The Corporation shall contribute two percent (.02) of a Teacher's base salary to the Corporation's VEBA plan. Early forfeitures will be distributed per the plan document.

Vesting Schedule: 5 years of employment at BGCS 100%

Forfeitures from teachers who leave Beech Grove before being vested will be redistributed to teachers with 5+ years of experience in Beech Grove who are vested in the VEBA plan per the provisions set forth herein. The forfeitures will be distributed on the first pay date in the Fall of each school year.

Section D Sick Leave Bonus

Teachers who have accumulated one hundred twenty 120 days of sick leave at the end of the final year of service with the Corporation and are considered vested under the provisions of Sections A and C above shall have the sum of twelve thousand five hundred dollars (\$12,500) added to their final teaching contract if they are retiring from Beech Grove City Schools. To receive the sick leave bonus retiring Teachers must submit a written unconditional and irrevocable letter of resignation to the Board no later than May 1st of the calendar year when retirement is to begin. However, in the event a Teacher is unable to give the notice because of an accident, ill health, or for another unforeseen reason, the Teacher may petition the Board for the sick leave bonus. The \$12,500 sick leave bonus shall be paid to the Teacher within the remaining pays left on the Teacher's last contract, and this bonus payment shall be included in the Teacher's earnings history reported to ISTRF.

Teachers who:

- (a) have accumulated one hundred twenty 120 days of sick leave at the end of the final year of service with the Corporation, and
- (b) are considered vested under the provisions of Sections A and C above, and
- (c) submit a written letter of resignation to the Board no later than February 1st of the school year when retirement is to begin for end of school year retirements or, for mid-school year retirements, by no later than September 1st,

will receive an additional \$2,500 added to their final teaching contract if they are retiring from Beech Grove City Schools.

Teachers will have to request to be rehired by the Beech Grove Board of Education per Indiana Code IC 5-8-4-1 if they decide not to retire from BGCS after submitting the letter of resignation under this provision.

Section E Retiree Health Insurance

The School Corporation will provide a group health insurance program under I.C. 5-10-8-2.6(g) to retired teachers:

- (1) who will have reached fifty (50) years of age on or before the teacher's retirement date but who will not be eligible on that date for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq.;
- (2) who will have completed twenty (20) years of creditable employment with a public employer on or before the teacher's retirement date, ten (10) years of which must have been completed immediately preceding the retirement date; and
- (3) who will have completed at least fifteen (15) years of participation in the retirement plan of which the teacher is a member on or before the teacher's retirement date.

The group health insurance program provided under this provision will be equal in coverage to that offered active employees and will permit the retired teacher to participate if: (a) the retired teacher pays the full amount of the premium and (b) if the teacher, within ninety (90) days after the teacher's retirement date, files a written request with the Superintendent's Office for insurance coverage. A retired teacher's eligibility to continue insurance under this provision ends when the teacher becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq., or if the School Corporation terminates the health insurance program. (See Indiana Code 5-10-8-2.6(e) – (g))

ARTICLE VII GRIEVANCE PROCEDURE

A grievance is an alleged violation, misinterpretation, or misapplication of an article or section of this Agreement.

A grievance by a Teacher or the Association shall be resolved in accordance with the grievance procedure outlined below.

At any time during this procedure a Teacher may be accompanied by an Association representative.

Step 1: A grievance shall first be discussed with the building principal in an effort to resolve the issue informally.

Step 2: When the grievance is not resolved in Step 1 it shall be made in writing using the GRIEVANCE REPORT form, (Appendix D). The grievant shall attach any supporting documentation to the grievance report form. The grievance report shall be submitted to the building principal and a copy given to the Association president.

Within ten (10) contract days after receiving the grievance report the building principal shall respond in writing to the grievant.

Step 3: When the grievance is not resolved in Step 2 it may be submitted, within five (5) contract days, to the Superintendent of Schools.

Within ten (10) contract days after receiving the grievance report the Superintendent shall respond in writing to the grievant.

Step 4: When the grievance is not resolved in Step 3 it may be submitted, within five (5) contract days to the Board.

Within fifteen (15) contract days after receiving the grievance report the Board shall respond in writing to the grievant.

ARTICLE VIII TERM AND EXECUTION OF AGREEMENT

The terms of this Agreement shall begin on July 1, 2022 and continue in effect through June 30, 2023 with the exception of those provisions which specifically go into effect and/or expire by their own terms at such other dates.

The undersigned also attest to the following:

A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana law on September 13, 2022. Electronic participation was not available.

A public meeting in compliance with Indiana law was held on October 4, 2022 to discuss the tentative agreement and electronic participation was not available.

A public meeting in compliance with Indiana law was held by the School Board on November 8, 2022 for ratification of the tentative agreement. Electronic participation was not available.

The parties have ratified this Agreement on the dates set forth below.

Beech Grove City Schools

BGCTA

President, Board of School Trustees

President, BGCTA

Secretary, Board of School Trustees

Superintendent

Ratification Date: November 8, 2022

Ratification Date: October 3, 2022

APPENDIX A

CO-CURRICULAR SALARY SCHEDULE

ASSIGNMENT	
HS Art Department Chair	1,413
HS Business Department Chair	1,413
HS English Department Chair	1,413
HS Family/Consumer Science Department Chair	1,413
HS World Languages Department Chair	1,413
HS Industrial Technology Department Chair	1,413
HS Mathematics Department Chair	1,413
HS Music Department Chair	1,413
HS PE Department Chair	1,413
HS Science Department Chair	1,413
HS Social Studies Department Chair	1,413
HS Special Education Department Chair	1,413
HS Media Education Department Chair	1,413
SLP Department Chair	1,413
District Multi-Lingual Department Chair	1,413
Multi-Lingual Case Manager	910
HS Vocal Music Director	3,634
HS Vocal Music – Spring Spectacular	1,211
HS Vocal Music Choreographer	808
HS Instrumental Music Director	6,056
HS Asst. Instrumental Music Director	2,826
HS Instrumental Music – Spring Spectacular	820
HS Auditorium Director	1,615
HS Drama Sponsor (Per Semester)	1,413
HS Flag Corp Sponsor	2,423
HS Winter Guard	2,423
HS Student Council Sponsor	1,615
HS Yearbook Sponsor	1,009
HS Newspaper Sponsor	1,413
HS Brain Game Sponsor	808
HS Foreign Student Sponsor	606
HS Academic Competition Coordinator	1,211
HS Robotics Sponsor/Coordinator	1,211

HS Mathematics Academic Competition Coach	404
HS Science Academic Competition Coach	404
HS English Academic Competition Coach	404
HS Social Studies Academic Competition Coach	404
HS Fine Arts Academic Competition Coach	404
HS Science Olympiad Sponsor	404
HS Prom Coordinator	606
HS Varsity Cheer Leader Sponsor – Seasons	1,009
HS Reserve Cheer Leader Sponsor – Seasons	929
HS Freshman Cheerleader Sponsor – Seasons	929
HS Wrestlerette Sponsor	1,009
HS Spell Bowl	404
HS National Honor Society	808
HS Clubs	404
HS FFA	8,000
HS FFA Assistant	3,000
HS Auditorium Scheduler	1,615
MS Department Chair	1,211
MS Yearbook Sponsor	2,124
MS News Center Sponsor	1,413
MS Science Fair Coordinator	267
MS Science Olympiad Sponsor	267
MS Art Show Coordinator	267
MS Academic Competition Coordinator	1,211
MS Academic Competition Coach	404
MS 7 th Grade Cheerleader Sponsor – Seasons	537
MS 8 th Grade Cheerleader Sponsor – Seasons	537
MS FFA	2,000
MS Robotics	626
MS Clubs / MS Spell Bowl Sponsor	404
EL Music Show Coordinator, EL Art Show Coordinator (2 positions)	267
EL Science Fair Coordinator	267
HP/CE/SG Clubs	404
Mentor Teacher and School to Career Positions	5,000

Community Service	2,000
South Grove Intermediate SPED Chair	900
MS Counselor	3,000
SPED Teacher of Record	3,000
MS HEA Lead Teacher	3,000
Greenhouse Coordinator	5,000
Lead Teacher – Early Childhood Center	3,000

NOTE: The above positions may be split to accommodate employment of multiple staff members at the discretion of the Superintendent. There must be ten (10) students in a club to qualify for payment as listed on the salary schedule. This provision is included for informational purposes and has not been bargained.

APPENDIX B**ATHLETIC SALARY SCHEDULE**

ASSIGNMENT	
HS Asst. Athletic Director	5,653
HS Director of Sports Information	2,624
HS Pool Director	1,615
HS Athletic Event Coordinator	2,624
HS Head Girls Basketball	8,075
HS Assistant Girls Basketball	4,037
HS Head Volleyball (Girls and Boys)	4,845
HS Assistant Volleyball (Girls and Boys)	3,230
HS Head (Girls and Boys) Swim	6,056
HS Assistant Girls Swim	3,230
HS Head Softball	5,047
HS Assistant Softball	3,028
HS Head (Girls and Boys) Track	4,441
HS Assistant (Girls and Boys) Track	2,826
HS Head Girls Tennis	2,826
HS Assistant Girls Tennis	2,019
HS Head (Girls and Boys) Cross Country	3,028
HS Assistant (Girls and Boys) Cross Country	2,220
HS Head Girls Golf	3,109
HS Head Girls Soccer	4,441
HS Assistant (Girls) Soccer	3,028
HS Assistant Boys Soccer	3,028
HS Head Boys Basketball	8,075
HS Assistant Boys Basketball	4,037
HS Head Football	8,075
HS Assistant Football	4,239
HS Head Wrestling	5,854
HS Assistant Wrestling	3,836
HS Assistant Boys Swim	3,230
HS Head Baseball	5,047
HS Assistant Baseball	3,028
HS Head Boys Tennis	2,826
HS Assistant Boys Tennis	2,019
HS Head Boys Golf	3,109
HS Head Boys Soccer	4,441

MS Athletic Event Coordinator	2,624
MS 8 th Head Girls Basketball	4,038
MS 7 th Head Girls Basketball	4,038
MS 8 th Girls Basketball Assistant	1,009
MS 7 th Girls Basketball Assistant	1,009
MS 8 th Volleyball	2,624
MS 7 th Volleyball	2,624
MS 7/8 Assistant Volleyball	1,009
MS Head Girls Track	2,624
MS Asst. (Girls and Boys) Track	1,615
MS Head Boys Cross Country	2,019
MS Head Girls Cross Country	2,019
MS Assistant Cross Country	1,009
MS Head (Girls and Boys) Swim	2,624
MS Assistant (Girls and Boys) Swim	1,898
MS 8 th Boys Basketball	4,038
MS 7 th Boys Basketball	4,038
MS 8 th Boys Basketball Assistant	1,009
MS 7 th Boys Basketball Assistant	1,009
MS Head Football	4,038
MS Assistant Football	2,624
MS Head Wrestling	3,472
MS Assistant Wrestling	2,604
MS Head Boys Track	2,019
MS Head Baseball (7 th and 8 th)	2,019
MS Assistant Baseball	1,009
MS Head Softball (7 th and 8 th)	2,019
MS Assistant Softball	1,009
MS Boys Golf	1,716
MS Girls Golf	1,716
MS Boys Tennis	1,716
MS Girls Tennis	1,716
MS Head Boys' Soccer	1,716
MS Head Girls' Soccer	1,716
EL 6 th Girls Basketball	1,716
EL 6 th Boys Basketball	1,716
EL 6 th Wrestling	1,716

NOTE: The above positions may be split to accommodate employment of multiple staff members at the discretion of the Superintendent. There must be ten (10) to fifteen (15) players kept on the middle school basketball teams to pay for an assistant coach for both the 7th and 8th grade boys' and girls' teams. This provision is included for informational purposes and has not been bargained.

APPENDIX C RETIREMENT BUY OUT PROVISIONS

Effective August 15, 2004, the parties agree that the following provision shall be enacted for all Teachers employed before August 1, 1998. The Educational Services Company (“ESC”) actuarial study will be used by the Corporation to buy out the retirement/severance provisions and health insurance provisions. The provisions of this buy out shall be as follows:

The cost to buy out the qualified Teachers shall be based on the following:

- Assumed Initial Interest Rate 4.00%
- Initial Interest Rate Period 2 years
- Assumed Ultimate Interest Rate 7.50%
- Mortality Table up 94
- Cash Flow Interest Rate 4.00%
- Cash Flow Mortality Table no deaths
- Termination Assumption mutually agreed upon table
- Sick day accruals 4 days
- Assumed Retirement Age 58
- Corporation FICA No
- Retain Participant FICA Yes
- Salary Inflation Factor 0.00%
- Health Insurance Premium Rate \$7,200.00

The amounts determined by these calculations shall be distributed in the following manner.

Retirement/Severance Benefits [401(a)]:

- The amount due in this calculation shall be deposited in the 401(a) account as provided for in Article VI, Section A.

Health Insurance Benefits [VEBA]:

- The amount due in this calculation shall be deposited in the Voluntary Employee Benefit Association (VEBA) as provided for in Article VI, Section C.

