

ARGOS

COMMUNITY SCHOOLS

MASTER AGREEMENT

BETWEEN

ARGOS COMMUNITY SCHOOLS BOARD OF SCHOOL TRUSTEES

AND

THE ARGOS CLASSROOM TEACHERS ASSOCIATION



EFFECTIVE FOR THE FOLLOWING SCHOOL YEARS:

2023-2024

2024-2025

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Article I Recognition

This contract, made and entered into on October 23, 2023, for July 1, 2023 to June 30, 2025, and between Argos Community Schools, of Marshall County, in Indiana, acting by and through its governing body, its Board of Trustees, hereinafter called the *school corporation* and the Argos Classroom teachers association, an organization of teachers, heretofore recognized by the school corporation as the *exclusive representative*.

1. Term of Agreement. The term of this agreement shall begin as of July 1, 2023 and continue in full force and effect until June 30, 2025.
2. Salary and Wage Provisions. The parties agree that all salaries and wages as covered by this agreement shall remain effective through June 30, 2025.
3. Amendment of Terms. The parties agree that neither of them shall have the right to ask for additional bargaining as to the items covered in this agreement or to amend any of the terms of this agreement during the period of this agreement.
4. Bargaining Unit Description. The bargaining unit of Argos Community Schools Classroom Teachers Association exclusive representative and Argos Community School Corporation school employer is the following: Non-administrative certificated teachers.

Article II Compensation

SECTION I:

Compensation Model

*See Appendix A on pages (11) eleven and (12) twelve for a full detailed explanation of our compensation model, factors considered for base salary increases and examples demonstrating point value conversion to dollar amount.

Hiring New Teachers:

The superintendent will be given latitude to increase a maximum of one level or decrease a maximum of one level when negotiating with new teachers. Additionally, if the superintendent feels the need to increase or decrease the salary more than \$3,000, the association will be consulted on placement of the new teacher(s).

- New teachers hired will receive a beginning salary of \$42,500 Teachers with experience and/or being hired for high need positions may be hired using the following salary schedule.

YEARS OF SERVICE	SALARY RANGE
0 - 2 years of service	\$42,500-46,000
3 - 4 years of service	\$43,000-47,000
5 - 7 years of service	\$46,000-49,000
8 - 9 years of service	\$47,000-51,000
10+ years of service	\$49,000-52,000

Hiring Retired Teachers:

When Argos Community Schools hires a retired teacher, the teacher's starting pay will be \$47,000 per year. If a retired teacher is hired for an entire school year, that teacher shall receive benefits, excluding the VEBA, 401a, teacher retirement, dental, vision and medical insurance. Any retired teacher who is hired to work less than a full year, will have the salary pro-rated according to the percentage of a full year contract they are teaching.

SECTION II:

Additional Provisions

A. Pay Schedule:

Employee's salary and extra duty pay shall be paid over a twelve-month period with a check being issued every two weeks (26 pays). If a pay date falls on a Friday of a partial week of school, teachers shall receive payment on the last workday of that week. The school corporation requires that all employees be paid through direct deposit.

B. Class Coverage:

When a teacher voluntarily covers another teacher's class during his/her preparation time, the absence will not be charged to the absent teacher's sick/personal leave time and the teacher covering the classroom will be paid (\$0) zero wages.

**Any information beyond wages in this provision was not bargained and is for informational purposes only.*

C. Grant Writing:

All grant writing done by classroom teachers shall be paid a maximum of twenty-one dollars (\$21.00) per hour and shall not exceed three hundred seventy-five dollars (\$375.00).

Article III
Wage Related Fringe Benefits

- A. Group Insurance - Each of the group insurance plans outlined in this contract shall be available to each eligible employee provided a sufficient number of employees participate.
- B. Term Life Insurance – A group term life insurance plan providing term life insurance in the amount of \$50,000.00 shall be available. On each monthly billing from the insurance company the school corporation shall pay toward the premium of each covered employee an amount not to exceed \$9.50.
- C. Major Medical and Hospitalization Insurance – Each monthly billing from the insurance company the Board agrees to pay toward the monthly:
 - 1. Single premium of each employee so covered an amount not to exceed \$550.00 (an increase of \$50.00/mo) per month covered in this contract.
 - 2. Family premium of each employee so covered an amount not to exceed \$670.00 (an increase of \$50.00/mo) per month covered in this contract.
 - 3. The carrier of the major medical insurance shall not be changed without mutual agreement of all parties.
- D. Dental and Vision – The Board agrees to pay monthly an amount not to exceed \$30.00 for dental and an amount not to exceed \$8.00 for vision per teacher.
- E. Long Term Disability – A group insurance plan providing Long Term Disability coverage shall be available to eligible employees. The program shall provide a minimum benefit of 2/3 salary to age 65, with a maximum waiting period between occurrence of disability and beginning of coverage of 90 days. The Board agrees to pay all but \$1.00 toward the cost of said insurance.
- F. 125(k) Plan – The Board will make a full 125(k) plan available to teachers as long as the Federal and State Guidelines permit. The corporation will assume the start-up costs for the dependent care and non-reimbursable medical components with the teacher assuming the monthly fee. The corporation will retain interest earnings and surplus funds. Funds in excess of the annual corporation cost will be returned in the form of a program benefit.
- G. Employee Contributions – The employee is required to contribute a minimum of \$1.00 per year for each plan in which the employee participates.
- H. Notification Requirement – Any new employee wishing to participate in the major medical and hospitalization group insurance plan shall give written notice and application of his or her intent to participate and authorization for necessary withholding to the Director of Business Services within 30 days of employment. Any existing employee who experiences a life-changing qualifying event may apply to participate in the major medical and hospitalization group insurance. Open enrollment will occur annually.
- I. Eligibility – An employee is eligible for any type of group insurance provided by the Board. The Board will pay the same percentage amount of the corporation's contribution toward the monthly premium on each type of insurance as the employee's contract is of a full contract. It is understood that the employee must have rendered service for at least one

full calendar month prior to becoming eligible for partial premium payment by the Board for any group insurance coverage.

If an employee resigns during the school year, the employee may retain coverage in the group insurance plan for the next calendar month provided that withholding has been made for the employee's share of the premium during the last month of employment. An employee who has been under contract sufficiently long to qualify for coverage, and who plans to return for the following school year may elect to continue coverage during the vacation period. If such option is taken, the Board's contribution toward the premium will be continued if the employee has been employed three consecutive calendar months prior to the vacation period.

Teachers retiring from Argos Community Schools may stay on dental, vision and group health insurance at their total cost until age 65. The spouse of that teacher may stay on until eligible for full Social Security benefits or until marital status changes also at their total cost until the employee reaches age 65. It is understood that the Board shall not be responsible for any lapse of coverage due to failure of the teacher/spouse to make payment by the billing dates. Paid coverage ends on the last day of the current contract.

It is understood that all provisions in this section are subject to any applicable rules of the insurance carrier(s).

- J. Period of Unpaid – Any employee, qualifying for a group insurance plan, taking Board approved unpaid leave may maintain coverage in group insurance plans held by the corporation by delivering to the corporation a check written to the corporation for the full amount of the monthly premium at least two weeks prior to the premium date. This unpaid leave does not include FML.

Article IV Leaves of Absence

- A. Sick Leave - Each employee shall have available 10 days sick leave for either personal/family illness or accident during the employee's first year of employment by the corporation and 8 days of such leave each year thereafter. Sick leave may be used at the discretion of the teacher. An employee may accumulate unused sick/family leave. Sick leave, bereavement, or personal leave may be used on the same basis as during the regular school year.
- Sick day accumulation is limited to 195 maximum days.
 - Prior to payment for lost time the Board or its designee may require a doctor's certificate from an employee who takes time off for sick leave.
 - Those teachers at their retirement (10+ years of Argos teaching experience) may have their surplus days automatically transferred to the sick leave bank.

Unused Sick Leave Days -Teachers retiring with 10+ years of Argos teaching experience may be paid \$50.00/day (maximum paid 100 days) for unused sick leave days or donate unused sick leave days to the sick leave bank.

- B. Sick Leave Bank - The sick leave bank is maintained for those who have exhausted all their regular sick days and personal days and need to borrow from it. Any unused days

remaining in the sick leave bank shall carry over to the following year. If the bank is depleted to 25 days at any time, certificated employees shall be asked to donate an additional day. Failure to donate the extra day upon request will indicate that the certificated employee does not wish to continue participation in the sick leave bank. The President of the Association shall be notified when the bank has been depleted to 25 days. In addition, unused sick leave days from all retirees may be added to the sick leave bank at the end of their employment.

No repayment of days will be required, provided that the rules for borrowing from the sick leave bank have been properly followed.

If, after all certificated employees have been consulted, the request for days does not maintain the bank's total at 5 days, the bank shall be discontinued.

Employees may apply for days from the bank according to the following criteria:

1. All sick leave and personal leave previously accumulated by the individual must be exhausted.
 2. An individual must be absent five (5) consecutive school days before receiving days from the bank.
 3. A physician's statement shall be provided upon application to the bank, and the Corporation may request the physician to renew such statements, as to the nature of the illness or incapacity and a prognosis report for returning to work.
 4. A maximum of 20 days may be allowed for 1 individual each school year.
 5. Teachers on leave due to pregnancy are only eligible to receive sick leave bank days for the time they are incapacitated or disabled and must submit doctor documentation. (Maximum of 20 days of school).
 6. The sick leave bank may be used by participating certificated employees only. It may include the employee and his/her spouse and children as legally recognized by the State of Indiana. All medical documentation of the spouse's and children's illness for the application to the bank will apply.
 7. The sick leave bank shall only be used until a certificated employee becomes eligible for LTD benefits.
 8. The sick leave bank shall be administered by the mutual agreement between the ACTA President and the Superintendent. An application for use of the sick bank may be submitted by a personal representative if the employee is unable to do so.
 9. The Argos School Board shall administer the sick leave bank if the CTA President and the Superintendent are unable to do so.
 10. Appeals for more than 20 days use of sick leave bank must have doctor's documentation. The Classroom Teachers Association President and Superintendent will receive the appeal. The Argos School Board will have final determination if the Association President and the Superintendent are not in agreement.
- C. Bereavement Leave - Each employee will be entitled to be absent following a death in the immediate family without loss of pay for a period not more than five (5) school days beyond such death. The days do not have to be taken consecutively. The immediate family is defined to include the spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, step-brother, sister, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any other person living in the home of the

employee as a part of the family. 1 day for another person that does not meet the description of immediate family above, may be approved by the superintendent.

- D. Personal Business Leave - Each employee shall be entitled to be absent without loss of pay for 3 days during each school year for the transaction of personal business and/or the conducting of personal or civic affairs. A written request setting forth request for such absence shall be routed through the building principal to the superintendent. Such personal leave may not be taken in less than one-half day units. If any of such personal leave is unused during any school year, such personal leave shall accumulate to the individual employee up to a total of 2 accumulated days plus the personal leave days for any given year, making a maximum of personal leave, with accumulation, of 5.

If the employee is contracted to teach during the current school year, each whole day of personal business leave accumulated beyond 2 days after June 30 of the current school year times the employee's daily salary may be claimed for payment by the said employee.

Personal time up to 1 hour that is covered either by a substitute or another volunteer certificated teacher will not be charged to the personal leave days of the teacher.

- E. Summer School Leaves - Sick leave, bereavement, or personal leave may be used on the same basis as during the regular school year.
- F. Association Days - Upon a written request to the superintendent by the Association President, 3 days shall be granted to the Association President or his/her designee for local association business when the Legislature is in the short session. 4 days shall be given when the Legislature is in the long session.
- G. Family and Medical Leave Act (FMLA) - In accord with Federal Law, the provisions of the Family and Medical Leave Act shall be incorporated by reference into this contract and shall be supplemental to its provisions.

1. The Family and Medical Leave Act of 1993, as amended, (FMLA or Act) allows eligible employees of a covered employer to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 workweeks in any 12 months (see § 825.200(b)) because of the birth of a child and to care for the newborn child, because of the placement of a child with the employee for adoption or foster care, because the employee is needed to care for a family member (child, spouse, or parent) with a serious health condition, because the employee's own serious health condition makes the employee unable to perform the functions of his or her job, or because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty). In addition, eligible employees of a covered employer may take job-protected, unpaid leave, or substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 26 workweeks in a single 12-month period to care for a covered service member with a serious injury or illness. In certain cases, FMLA leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

2. An employee on FMLA leave is also entitled to have health benefits maintained while on leave as if the employee had continued to work instead of taking the leave. If an employee was paying all or part of the premium payments prior to leave, the employee would continue to pay his or her share during the leave period. The employer may recover its share only if the employee does not return to work for a reason other than the serious health condition of the employee or the employee's covered family member, the serious injury or illness of a covered service member, or another reason beyond the employee's control.

If so desired, teachers may elect to utilize accumulated paid leave prior to FMLA provisions taking effect. During FMLA leave, medical, life and LTD insurance coverage will continue with the Corporation paying the usual proportionate share as long as the employee makes timely payment of his/her share.

The Indiana state law will be followed for Pregnancy, Childbirth and Child Care leave.

H. Jury Duty:

Any employee who is required to serve on a jury shall be paid at his or her regular rate of pay for the time of such jury service, less any and all jury fees or payment received for such service.

Upon receiving any summons or notice to appear for jury service, each employee shall report such facts immediately to his or her principal so that the appropriate arrangements can be made.

I. Court Leave:

If such court appearances are made on behalf of the corporation, or if such court appearances are required because of the employee's proper performance of his duties for and on behalf of the corporation, such court appearances shall be without loss of compensation.

Article V Retirement Benefits

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

B. Retirement Savings 401(a) Annuity Plan - The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.

1. The Board agrees to contribute one and one-half percent (1.5%) of each bargaining unit member's base salary into each individual's separate 401(a) account. The Board shall make equal monthly contributions throughout the school year, and will complete its contributions on or before August 1 of each succeeding year. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment

vendor for the 401(a) plan. The single investment vendor for the 401(a) plan shall be MetLife.

2. Each bargaining unit member is immediately vested in these individual 401(a) accounts.
3. All employees hired between July 1, 1998 and June 30, 2003, their current retirement money will be rolled over into the new 401(a) account.
 - a. Starting in 2006, all teachers who become 55 years of age and have a total of at least 20 years of teaching experience on any Master's Schedule will receive a total of 4% into their 401(a) accounts

C. Contribution Schedule for VEBA -

1. For teachers with 0-10 years of continuous service as of 2002-2003 - 1%
2. For teachers with 11-20 years of continuous service as of 2002-2003 - 1.5%
3. For teachers with 21+ years of continuous service as of 2002-2003 - 2.0%
4. For all teachers newly hired for the 2005-2006 school year and beyond, the contribution shall be 1%.

The corporation will pay the total teachers retirement contributions on the compensation model, extra duty, extended contracts, and summer school contracts.

TRF :

1. 3% for all staff members in the old plan (pre 1996 fund).
2. 9% for all staff members in the new plan (post 1996 fund).

Appendix A

Argos Teacher Compensation System: July 1, 2023 through June 30, 2025

Salary Range:

The salary range is \$42,500 to \$68,184 for the 2023-2024 and \$42,500 to \$70,229 for the 2024-2025 school year.

Note: Salary amounts in this compensation range have been rounded to the nearest whole dollar.

- **2023-2024 school year:** A total amount of \$85,750 compensation for Teachers base pay for 2023-2024. The entire amount of \$85,750 will be issued to all eligible teachers based on points earned. An additional base salary increase is available for distribution for 2023-2024 for eligible teachers (see subsection C(2) below.)
- **2024-2025 school year:** A total amount of \$73,500 will be provided to fund the compensation model for eligible teachers' base pay. The entire amount of \$73,500 will be issued to all eligible teachers based on points earned.

A. General Eligibility:

A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary

B. Factors and Definitions:

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
3. Academic Needs - The need to retain current teachers. Funds for this factor will be distributed in addition to the pool divided by points as stated below.

A. Distribution:

1. Pool of Funds Divided by Points

Points awarded for each factor

FACTOR:	POINTS AWARDED
Effective Evaluation Rating	70 points
Highly Effective Evaluation Rating	75 points
Experience	30 points

- The available funds will be divided by the sum of points earned by all eligible teachers to determine the dollar value per point.

- Example: $\$85,750 / 4135 \text{ points} = \20.74 per point earned.
- Salary increase amounts are determined by multiplying each teacher's points by the dollar value per point.
 - Example (105 points awarded): $\$20.74 * 105 \text{ points} = \$2,178$ increase
 - The maximum number of points a teacher can earn = 105 points.

2. Additional compensation:

A teacher who satisfies the academic needs requirement will receive an additional \$1,000 base salary increase for the 2023-2024 school year.

- All eligible teachers will receive a \$500 stipend in December of 2023.
- All eligible teachers will receive a \$500 stipend in December of 2024.

The combination of education and experience for all increases does not exceed 50% of the maximum available salary increase.

3. Redistribution of Funds:

The parties believe that all funds will be distributed, and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend in the last payroll of the school year.

Effective July 1, 2023, Indiana Code 20-28-9-1.5(e) requires schools to “differentiate the amount of salary increase for teachers who possess a required literacy endorsement under IC 20-28-5-19.7.” However, the required literacy endorsement becomes effective in 2025, so no differentiation is applicable in the current biennium.



Appendix B BARGAINING TIMELINE:

- | | | |
|----|------------------------|---|
| 1. | Pre-September 15, 2023 | Informal Negotiations |
| 2. | September 18, 2023 | School Board Public Hearing along with Argos Classroom Teachers association to take testimony about bargaining. |
| 3. | October 9, 2023 | School Board Meeting to discuss Tentative Agreement <ul style="list-style-type: none"> • Posted on school website 72 hours before. |
| 4. | October 12, 2023 | ACTA Ratification |
| 5. | October 23, 2023 | School Board Ratification Meeting <ul style="list-style-type: none"> • Public comment allowed • 72 hour notice • 72 hours after TA meeting |

The undersigned attest to the following:

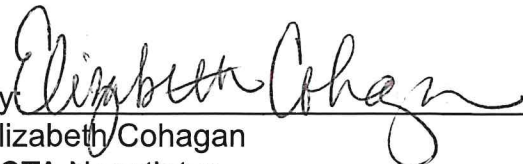
1. A public hearing was held on September 18, 2023 [in compliance with § 20-29-6-1(b)] ,and electronic participation from the parties and/or public was permitted; and
2. A public meeting was held on October 9, 2023 [in compliance with I.C. § 20-29-6-19] to discuss the tentative agreement and electronic participation from the governing body and/or public was permitted.

Witness the hands of the parties to this agreement the day and year.

Argos Community Schools

Argos Community Schools
Classroom Teachers Association

By: 
 Med L. Speicher
 Argos Schools Negotiator
 Superintendent

By: 
 Elizabeth Cohagan
 ACTA Negotiator

Date: 10/23/23

Date: 10/23/23

ARGOS

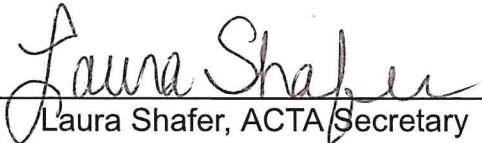
COMMUNITY SCHOOLS

The foregoing contract is hereby ratified by these respective parties:

ARGOS COMMUNITY SCHOOLS CLASSROOM TEACHERS ASSOCIATION

By: 
Elizabeth Cohagan, ACTA President

Date: 10/24/23

By: 
Laura Shafer, ACTA Secretary

Date: 10/24/23

By: 
Jonathan Arndt, ACTA Treasurer

Date: 10/24/23

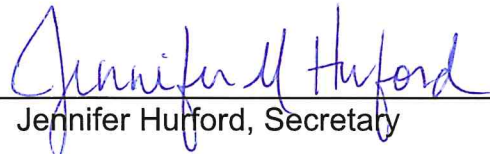
BOARD OF SCHOOL TRUSTEES, ARGOS COMMUNITY SCHOOLS

By: 
Pat Rensberger, President

Date: 10/23/23

By: 
Chris O'Dell, Vice President

Date: 10/23/23

By: 
Jennifer Hurford, Secretary

Date: 10/23/23

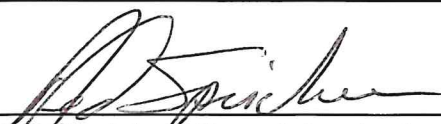
By: 
Monty Peden, Member

Date: 10/23/23

By: 
Karla Duff, Member

Date: 10/23/23

ATTEST:

By: 
Ned Speicher, Superintendent
Argos Community Schools

Date: 10/23/23