

2023-2024

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF DIRECTORS

OF THE

BLUE RIVER CAREER PROGRAMS

AND THE

BLUE RIVER CAREER PROGRAMS

TEACHERS' ASSOCIATION

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THIS COLLECTIVE BARGAINING AGREEMENT ENTERED **NOVEMBER 14, 2023**, BY AND BETWEEN THE GOVERNING BOARD OF THE BLUE RIVER CAREER PROGRAMS, HEREINAFTER CALLED THE “SCHOOL EMPLOYER” OR “BRCP”, AND THE BLUE RIVER CAREER PROGRAMS TEACHERS’ ASSOCIATION, HEREINAFTER CALLED THE “ASSOCIATION.”

RECITAL

Recognition

WHEREAS: Pursuant to Indiana law, the Association serves as the exclusive representative for collective bargaining and discussion purposes as defined by law for the persons employed by the School Employer that are members of the following bargaining unit: All certificated employees, as defined in PL #217, employed by the School Employer except for persons occupying the following positions:

Director of Blue River Career Programs

ARTICLE I

Salary and Wage

Section A. Salary Increases for 2023-2024

1. The overall salary range is **\$50,549 - \$70,056** before any increases under this agreement.
2. The total maximum available salary increase for each eligible teacher under the salary increase index value (compensation model) below is **\$3,099 (\$1,549.50** for a half-time teacher).
3. Teacher eligibility for and amount of salary increase shall be calculated using the following formula:

Teacher Salary Increase Index Value:

Year of Experience	.30
Obtainment of Additional Content Area Degree	.03

Evaluation	.60
Assignment of Instructional Leadership Roles	<u>.07</u>
Total	1.00 (as stated in number 1 above, for 2023-2024, this equates to \$3,099 before any redistribution of funds from ineffective and/or improvement necessary evaluation ratings).

New hires are not eligible for the salary increase. and teachers above the salary level of \$62,439 at ratification are also not eligible for the salary increase.

4. Teachers above the salary level of \$74,000 at ratification will receive a stipend in the amount of \$3,099 to be paid one half at the end of the first semester and the remaining one half at the end of the second semester.
5. The salary increase will be paid prior to the regular final pay for the 26 pay contracts.
6. A year of experience will be granted to each teacher who works a minimum of 120 days in a school year.
7. For purposes of this section, an Additional Content Area Degree obtained must be in the career area of instruction.
8. The Evaluation portion of the salary increase formula will be subject to receipt of an effective or highly effective rating under the evaluation system/tool adopted by the governing board (currently RISE).
9. Assignment of instructional leadership roles is defined as professional practice within the school. Examples include team teaching, new teacher mentor, professional development, training of other staff, assisting with staff training, etc. Participation in more than one leadership role will achieve the total score of .07, participation in one leadership roles will achieve a score of .035, and no participation in leadership roles will result in a score of 0.
10. No teacher rated ineffective or needs improvement will be given any salary increase or increment pursuant to numbers 1 and 2 above. Any salary increase funds allocated and available due to this provision will be redistributed to effective and highly effective teachers under the Index Value above. The amount redistributed will be paid as a one-time stipend to instructors at the end of the second semester who are eligible for the redistribution of any salary increase that would have otherwise been due to an instructor rated ineffective or improvement necessary.

Section B. **New Hire Salary**

Newly hired full time equivalent teachers may be placed at a salary of \$45,000 - \$74,000. A newly hired teacher will be hired at a salary within this new hire salary range, determined by the Director upon approval by the BRCP Governing Board. Salary will be commensurate with years of experience and education.

Section C. **Extra Duty Pay**

Teachers assigned extra duties may be paid an addition to their basic salary amount. Teachers, if assigned to the extra duty positions as determined solely by the board and further provided herein, shall be paid in addition to their basic salaries the amount or amounts stipulated herein for services as designated by the Board. The stipend provided herein includes pay for services rendered before school starts, during vacation periods, and after school closes according to the assignment of the Board.

A teacher's appointment to an extra duty assignment(s) shall be on a year-to-year basis at the sole discretion of the Board.

Position	Amount
Skills USA	\$800.00
BPA Advisor	\$800.00
DECA/FBLA Advisor	\$800.00
BRCP Student Council	\$1,000.00
BRCP HOSA	\$800.00

Section D. **Summer Extra Duty Pay**

For extra duty or co-curricular activities which mandate a teacher to attend contests which occur during the summer break between school years, a teacher will receive One-Hundred Twenty-five Dollars (\$125.00), per day.

Section E. **Ancillary Duties**

No additional compensation will be received for ancillary duties.

ARTICLE II

Salary and Wage Related Fringe Benefits

Section A. Medical Insurance

1. Board Contribution

All teachers covered by this contract may be enrolled subject to enrollment periods and HIPAA qualifying events.

Up to the amount specified below will be paid by the Board toward the cost of hospital, surgical, and medical care type insurance including major medical, for each full-time teacher employed under regular contract, and enrolled in the school corporation's medical insurance plan, with the teacher paying not less than one dollar (\$1.00) per year. Teachers on paid leave will be considered a teacher employed under a regular contract for the purpose of this section.

Maximum Board Payment **July 1, 2023 – December 31, 2023** per Teacher:

1. Employee Single Coverage -
Up to **\$4,124**
(\$687 per month)
2. Employee Family Coverage –
Up to **\$9,570**
(\$1,595 per month)

Maximum Board Payment **January 1, 2024 – June 30, 2024** per Teacher:

1. Employee Single Coverage -
Up to **\$4,377.30**
(\$730 per month)
2. Employee Family Coverage –
Up to **\$10,187.10**
(\$1,698 per month)

2. Teachers Right to Participate in Group Health Insurance Plan

A. Teachers on Unpaid Leave

Subject to the approval, procedures and all requirements of the

insurance carrier(s), a teacher who has been granted an unpaid leave of absence by the Board, and who was a member of this school corporation's group medical insurance plan and/or group term life insurance plan at the time of such leave of absence may continue coverage in such plan(s) at the teacher's expense as follows:

1. Coverage may continue until expiration of such leave.
2. Such teacher shall be solely responsible for remitting the entire (total) premium(s) due in accordance with procedures and requirements as established by this school corporation.

Section B. IRS SECTION 125

A teacher, or retired teacher, may participate in this school corporation's flexible benefits plan, with all monthly administration fees paid by the participating teacher(s). Such plan shall be solely determined and adopted by the Board under the provisions of Section 125 of the Internal Revenue Service Code. The plan will provide for the following benefits, through salary reduction agreements: the employee share of group insurance premiums; medical care reimbursement accounts; dependent care assistance account; and other benefits provided through the plan.

Section C. Term Life Insurance

The Board will pay all but one dollar (\$1.00) toward the cost of term life insurance in the amount of \$75,000.00 coverage for each teacher employed under regular contract and enrolled in the school corporation's group term insurance plan. The eligibility for coverage will be those requirements that were in effect at the start of the 2008-2009 school year.

Section D. Long Term Disability Insurance

Each teacher employed under regular contract and enrolled in the school corporation's group plan shall be covered by a long term disability insurance program with the teacher paying not less than one dollar (\$1.00) per year. The eligibility for coverage will be those requirements that were in effect at the start of the 2008-2009 school year.

Section E. Indiana State Teachers Retirement Fund

To the extent allowed by law, the teacher's contribution share of three percent (3%) of the teacher's contract, extra duty pay, and severance pay shall be paid by the Board, on behalf of each affected teacher, directly to the Indiana State Teachers Retirement Fund. The individual teacher's contract for each affected teacher shall be written for the amount of compensation payable, not including the 3%.

ARTICLE III

Leaves

Section A. Sick Leave

Effective for the 2008-2009 school year, each full-time teacher employed under regular contract shall be entitled to be absent from work on account of personal illness or quarantine for a total of eight (8) days per year without loss of compensation. If in any one school year the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulative to a total of 185 days, effective 1997-98 school year. A teacher employed under regular contract for only a portion of the school year shall be entitled to a proportionate number of days of sick leave, and unused days will be accumulative as specified herein. A total of eight (8) days of said leave may be used for illness in the immediate family in any one (1) school year. For purposes of this provision, "immediate family" is defined as including only spouse, child or any other relative living as a member of the teacher's household. Also covered will be the natural mother and the natural father whether they are living in the household or not. A written accounting of personal accumulated sick leave will be given to each teacher by October 1 of each school year.

Teachers may elect to utilize personal accumulated sick leave during a teacher's period of temporary physical disability (Temporary Disability Leave) provided the teacher submits, at the option of the Board, a physician's statement and certification of physical disability. While on said leave, sick leave days will be paid only for the number of assigned duty days the teacher is absent which occur during the teacher's current contract term, for which said teacher is physically disabled, limited to the extent of the number of sick leave days accumulated by the teacher at the time said leave commences.

Section B. Personal Leave

Effective with the 2008-2009 school year, the following paragraph will be applicable:

Each full-time teacher employed under regular contract shall be entitled to five (5) days of absence per school year without loss of pay for the transaction of personal business and/or to conduct personal or civic affairs. No more than four (4) personal days may be used consecutively. Any unused personal leave at the end of a school year will accumulate to accumulated sick leave.

Personal leave days shall not be used to extend a break, holiday or vacation unless it is an emergency situation. The situation must be approved in advance, in writing by the Director. The Director has the authority to refuse approval of such Personal Day requests.

Section C. Sick Leave And Personal Leave Compliance With State Law

Prior to the 2008-2009 school year, the status quo contract provided for ten (10) sick leave days and three (3) personal leave days. Current state law provides teachers two (2) personal leave days and seven (7) sick leave days with the exception of first year teachers who have ten (10) sick leave days. With the 2008-2009 school year, the leave provisions were modified to provide all teachers eight (8) days sick leave and five (5) personal leave days. The parties agree that these personal leave days may be used for personal or family illness, thereby the new allocation complies with the state statute mandating ten (10) days of sick leave for first year teachers.

Section D. Bereavement Leave

In the case of death in the immediate family of a regularly employed teacher, the teacher is entitled to be absent without loss of compensation for a period extending not more than five (5) consecutive school days beyond such death, for the purpose of attending the last burial rites and attending to other personal matters of the immediate family member, provided, however, that said burial rites occur while said teacher is performing duties as assigned by the Board under a valid teacher's contract; and that said burial rites do not occur during the time when said teacher is absent from assigned duties due to vacation or leaves of absence which may have been previously granted or approved by the Board. (School holidays falling in this period shall be counted as school days.)

"Immediate family" is interpreted as including only father, mother, legal guardian, brother, sister, husband, wife, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, stepchildren, grandchild, or step-grandchild, grandparent.

Any other relative who at the time of death was living as a member of the teacher's household will be considered as a member of the immediate family.

Should the teacher not use a total of five (5) school days at the time of bereavement, one (1) day remaining of the five (5) school days shall be available during the school year for the teacher to settle estate matters.

Section E. Death Leave

In the case of death of an uncle, aunt, first cousin, niece, nephew, brother-in-law, sister-in-law or divorced-spouse not living in the household of the teacher, the teacher is entitled to be absent one (1) day without loss of compensation, provided, however, said teacher does attend in person the last burial rites of the stated family member; that said burial rites occur while said teacher is performing duties as assigned by the Board under a valid teacher's contract; and that said burial rites do not occur during the time when said teacher is absent from assigned duties due to vacation, or leaves of absence which may have been previously granted or approved by the Board.

Section F. Jury Duty Leave

A teacher called for grand or petit jury duty shall, during the required period of absence from assigned duty by the Board, be paid full regular salary for the number of days mandated to perform such obligation, provided the total amount of per diem allowance earned by such teacher, if any, is remitted by the teacher to the BRCP.

Section G. Witness Duty

If a teacher is subpoenaed by a parent/guardian of a student or by other proper legal authority as a witness in court to testify in a suit arising out of the performance of the duties for, or employment with, the BRCP, the teacher shall be paid full regular salary for the number of days mandated to perform such obligation, provided the total amount of per diem allowance earned by such teacher, if any, is remitted by the teacher to the BRCP.

Section H. Worker's Compensation

In the event that an employee is injured while in BRCP employ, and Worker's Compensation applies, the following will occur:

1. BRCP will continue paying the employee with sick days, if they exist, until Workers' Compensation starts paying.
2. Once Workers' Compensation starts paying, the employee shall buy back the sick days they used. These will be paid back at 2/3 the person's daily rate of pay.

Section I. Voluntary Sick Leave Bank

The purpose of the voluntary sick leave bank (hereafter referred to as the Bank) is to provide personal illness leave to contributors to the Bank after their accumulated personal illness leave has been exhausted and more specifically to provide such leave from the Bank in case of prolonged illnesses. A committee composed of the Director (or designee) and 2 bargaining unit members shall be formed during 2016-2017 to establish procedures, rules, and guidelines for membership and participation in the Bank.

ARTICLE IV

SEVERANCE AND RETIREMENT BENEFITS

Section A. Severance

1. Teachers, with twelve (12) years of service in the Blue River Career Programs (including any service working with Blue River Career Programs under contract with Shelbyville Center Schools) at the time of retirement, must notify the Director of their intention to retire by December 1 of the school year of retirement. The retirement notice must be in writing. All years of teaching services in the Blue River Career Program shall be counted as credit toward the necessary twelve (12) years of service.
2. No teacher will be considered for severance pay benefits unless this teacher shall have attained the age of fifty-five (55) as of the date of retirement.
3. A new contract will be issued any retiring teacher for their last year. The sum of these balances will constitute the amount of the final contract and will be payable in equal installments for the balance of the periods remaining for the contract period.
4. In the event a teacher (i) meets the qualification of years of service and age and (ii) is unable to give the required notice of retirement and is forced to retire as a result of an accident, ill health, notice of

layoff or for some other unforeseen reason, the notice requirement is waived.

5. (a) For teachers hired before the 2008-2009 school year, the following formula will be used for determining the individual severance pay allowance which is based upon the unused accumulated sick leave total (maximum days as specified herein in Article III, Section A as of the last day of the last school year of employment and upon the number of years of teaching service in this school corporation as follows:
 - A. Unused Accumulated Sick Leave - \$75.00 per day;
 - B. Each Year of Teaching Service In This School Corporation - \$67.00;
- (b) For teachers first hired for or after the 2008-2009 school year, the following formula will be used for determining the individual severance pay allowance which is based upon the unused accumulated sick leave total (maximum days as specified herein in Article III, Section A) as of the last day of the last school year of employment and upon the number of years of teaching service in this school corporation as follows:
 - A. Unused Accumulated Sick Leave - \$75.00 per day;
7. Upon the death of a teacher otherwise eligible for severance pay under this provision, said pay will be paid to the teacher's estate.

Section B. Retirement Bridge Program

- A. To be eligible a teacher must meet all the following requirements and provisions:
 1. Be at least 55 years of age at the beginning of the school year for which the teacher applies to begin participation in the Program; and
 2. Have at least twenty (20) years of teaching experience for which credit has been granted by the Board, fifteen (15) of which have been in the Blue River Career Program

(including any service working with Blue River Career Program under contract with Shelbyville Central Schools); and

3. Have applied to the Director, in writing, for participation in the Program by March 1 of the last year of teaching. In the event of an unforeseen retirement or layoff, the Director, at the Director's discretion, may waive said March 1 notification date; and
4. Have been employed by the Blue River Career Programs prior to the 2008-2009 school year.

- B. Retirement Bridge compensation shall be at the rate of Seven Thousand Three Hundred Dollars (\$7,300.00) per year (July 1 to June 30). In no case may any teacher qualify for payment under this Program exceeding eight (8) years. Payments will be made two times each school year, in January and in July.

Teachers receiving the Retirement Bridge may return to work after retirement; however, such Retirement Bridge benefit will be suspended only for the time that the retired teacher returns to teaching after retirement and will earn from the teaching position more than sixty percent (60%) of his/her last year salary at BRCP before retiring. The suspension of this benefit will be only for such time the retired teacher exceeds the income threshold for the teaching position and if any time the retired teacher does not exceed that amount, the retired teacher will have the right to receive the remaining benefits.

- C. Effective for teachers laid off after November 19, 2008 who (1) are not otherwise qualified for the Retirement Bridge Program as specified in Article IV, Section B (A) above, (2) was hired prior to 2008-2009, and (3) will be forty-nine (49) years of age before the end of the calendar year that the teacher is laid off from Blue River Career Programs, that laid off teacher will receive the Bridge Benefits under this Article if they are not employed with an employer or covered by their spouse's employer and that employer does contribute at least fifty percent (50%) towards a group health insurance program. If a laid off teacher who qualifies for Bridge Benefits under this section is so employed, the Bridge Benefit will cease.
- D. Said teacher who participates in said Program will not receive the salary, fringe benefits or any other paid or unpaid benefits provided elsewhere in this Contract except, that if said teacher is enrolled in the school corporation's medical insurance plan during

the school year immediately preceding retirement, such teacher may continue to be enrolled in the said plan for the duration of participation in said Program, but such teacher will be responsible to pay the entire insurance premium applicable to the insurance coverage. It will be the responsibility of the teacher to pay such insurance premium due in the manner designated by the Director.

- E. Said teacher shall cease to be a participant in said Program, and no further compensation as provided hereinabove in Paragraph B will be due or payable to said teacher when:
1. The teacher has reached the age eligible for full social security benefits, or
 2. The teacher has received eight (8) annual payments.

Whichever is applicable.

- F. Upon the death of a retiring teacher otherwise eligible for early retirement pay under this provision, said pay will be paid to the teacher's estate in the same manner as described in Section __A__.

Section C. 401(a) Tax Deferred Plan

A 401(a) defined contribution plan shall be established and maintained by the Blue River Career Program with contributions made as follows:

1. The total contribution to each teacher's defined contribution plan account (401(a)) will be \$825 per year provided the teacher contributes at least \$416 (\$16 per pay for 26 checks or \$19.81 per pay for 21 checks) into the teacher's own tax sheltered annuity plan (403(b)).
2. In September of each year, the employer shall contribute to the defined contribution plan \$55 per day of unused sick and personal leave in excess of 185 days. The number of accumulated days is reduced by the number of excess days.
3.
 - a. For a teacher hired before the 2008-2009 school year, annually, if a teacher accrues a full year of service, the BRCP will contribute Ten Dollars (\$10.00) to the teacher's account of the 401(a) plan.
 - b. For teachers first hired for or after the 2008-2009 school year, annually, if a teacher accrues a full year of service,

the BRCP will contribute Seventy-seven Dollars (\$77.00) to the teacher's account of the 401(a) plan.

4. A teacher is 100% vested in the plan after one year of service.
5. The eligible rollover distribution may be rolled over to an IRA or to another 401(a) plan. The teacher may elect a lump sum payment, a lifetime annuity, or a joint and survivor annuity for a named beneficiary.
6. The employer will select the vendor(s) for the 401(a) plan and will negotiate with the vendor(s) an agreement governing duties and responsibilities under the plan.

ARTICLE V

ASSOCIATION LEAVE

The Association President, or his/her designee, shall be provided one (1) day annually of paid released time to conduct Association business.

Notice before the day that this leave is to be used shall be provided in writing, including the name of the person using this leave, to the Director.

ARTICLE VI

TERM OF AGREEMENT

This Collective Bargaining Agreement shall be effective as of **July 1, 2023** and shall continue in effect through **June 30, 2024**.

This Collective Bargaining Agreement is made and entered into at Shelbyville, Indiana, on this **14th DAY OF NOVEMBER, 2023**, by and between the Governing Board of Blue River Career Programs, County of Shelby, State of Indiana, party of the first part, heretofore referred to as the School Employer, and the Blue River Career Programs Teachers' Association, party of the second part, heretofore referred to as the "Association".

The undersigned Association and Board representatives attest to paragraph (1) below and the Board representatives also attest to paragraph (2) below:

1. A public hearing was held in compliance with I.C. 20-29-6-1(b) on **September 14, 2023**, and electronic participation from the parties and/or public WAS NOT permitted; and
2. A public hearing meeting in compliance with I.C. 20-29-6-19 was held on **November 9, 2023**, to discuss the tentative agreement and electronic participation from the governing body and/or public WAS NOT permitted.

This Collective Bargaining Agreement is so attested to by the parties whose signatures appear below:

Blue River Career Programs

**Blue River Career Programs Teachers'
Association**

President

vice-President

Chief Negotiator of the Board's
Negotiating Team

Chief Negotiator of the Association

