



**SOUTH NEWTON SCHOOL
CORPORATION**

AGREEMENT WITH

**SOUTH NEWTON
CLASSROOM TEACHERS
ASSOCIATION**

2019-2021 Master Contract

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TERMS OF AGREEMENT

This agreement shall be effective as of July 1, 2019 and shall continue in effect through June 30, 2021.

ARTICLE I

RECOGNITION

- A. The South Newton Board of School Trustees hereby recognizes the South Newton Classroom Teachers Association, an affiliate of the Indiana State Teachers Association, and National Education Association, as the exclusive bargaining representative for all certificated personnel of the school corporation except: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Director of Secondary Education, Director of Elementary Education, Director of Curriculum, Administrative Assistants, Athletic Director, Title I-GT Coordinator, Nurses, Substitute Teachers, Instructional Assistants, and Transportation Director.
- B. The term “Agreement” when used hereinafter in this collective bargaining agreement shall mean the contract bargained between the South Newton Board of School Trustees and the South Newton Classroom Teachers Association.
- C. The term “Employee” when used hereinafter in the Agreement shall refer to all Employees represented by the Association in the bargaining unit.
- D. The term “Board” when used hereinafter in the Agreement shall refer to the South Newton Board of School Trustees.
- E. The term “Association” when used hereinafter in the Agreement shall refer to the South Newton Classroom Teachers Association, an affiliate of the Indiana State Teachers Association, and the National Education Association.
- F. The term “day” when used in this Article shall mean days when Employees are in attendance. During the summer recess, the term shall mean weekdays, Monday through Friday, excluding holidays.

ARTICLE II

LEAVES OF ABSENCE

A. Sick Leave

Each Employee shall be entitled to ten (10) sick leave days the first year of corporation employment and eight (8) sick leave days in each succeeding year without loss of compensation. Unused sick leave days shall be accumulated to a maximum of one hundred fifty (150) days.

An Employee may use their sick leave days for personal illness, injury or quarantine up to their actual accumulated number of days.

In the event an Employee completes the contract year with more accumulated sick leave than

the maximum (150 days) allowed by this Agreement, the Employee will receive pay equal to substitute teacher pay for each day in excess of the 150 days. Excess sick leave payment will be received by July 31st. Payment shall be deposited into the Employee's 403b Plan according to South Newton School Corporation's 403b Plan Document.

Any sick leave days accumulated by an Employee in another School Corporation within the State of Indiana (up to the allowable maximum accumulation set herein) shall be transferred at a rate of ten (10) days per year until the accumulated days to which said Employee was entitled to in the former place of employment shall be exhausted. The transfers begin with the second year of employment and continue during each succeeding year of employment in the South Newton School Corporation.

B. Family Illness/Emergency Leave

Each Employee may use his or her sick leave days for serious illness or accident/injury to a member of the immediate family or designated legal ward of the employee. The immediate family is interpreted to mean spouse, child, Son-in-Law, Daughter-in-Law, foster child, step child, parent, foster parent, step parent, father-in-law, mother-in-law, brother, sister, Grandparent or Grandchild. Such emergency leave shall be deducted from the Employee's accumulated sick leave. The Superintendent may consider special relationships not specifically mentioned above, but falling within its intent.

C. Bereavement

1. Each Employee shall be entitled five (5) working days of absence at the time of a death in the immediate family. The immediate family is interpreted to mean parent, foster parent, step parent, brother, sister, spouse, child (to include miscarriage), Son-in-Law, Daughter-in-Law, foster child, step child, father-in-law, mother-in-law, Grandchild or other relative who at the time of death is living as a member of the household of the Employee. These five (5) days shall not be deducted from the Employee's accumulated sick leave. These five (5) days are to be used within one year following death for the grieving process or to settle affairs of the estate. Additional days of bereavement may be taken if needed and shall be deducted from the Employee's accumulated sick leave. The Superintendent may consider special relationships not specifically mentioned above, but falling within its intent.

2. Each Employee is entitled to two (2) working days leave of absence at the time of a death of a grandparent, uncle, aunt, niece, nephew, first cousin, brother-in-law, or sister-in-law. These two (2) days shall not be deducted from the Employee's accumulated sick leave.

3. An Employee asked to serve as a participant in the services for a funeral is entitled to one (1) day per occurrence. The one (1) day shall not be deducted from the Employee's accumulated sick leave.

D. Court Leave

Each Employee is entitled to court leave when he/she is subpoenaed (1) to serve jury duty, (2) to testify in court as a witness in a case in which he/she is not personally involved, (3) to testify

in court in any suit arising out of the performance of the duties for or employment with South Newton, or (4) to testify before a judicial or legislative body legally empowered to issue said subpoena in a matter arising out of the performance of the duties for employment with South Newton for the number of days mandated to perform such obligation.

During the period of required absence for such mandated duty as provided herein, the Employee shall be paid full salary, provided the total amount of per diem jury duty allowance earned during school days by such Employee, if any, is remitted by the Employee to the School Corporation. Court leave days shall not be deducted from the Employee's accumulated sick leave.

Court leave days will not be provided to any Employee if (1) in the event said Employee is the plaintiff in a suit, or judicial, legislative or administrative procedure against South Newton or its Board, or (2) in the event said Employee is the defendant, or is subpoenaed by or on behalf of the defendant in a suit or judicial legislative, or administrative bearing brought by South Newton or its Board.

E. Personal Business Leave

1. Each Employee is entitled to three (3) days personal leave per school year with pay for the transaction of personal business and/or the conduct of personal or civic affairs. He or she shall notify the principal in writing at least twenty-four (24) hours before the leave is to start. Unused personal leave days can be accumulated separately up to four (4) days and all additional days will accumulate as sick days commencing the 2010-11 school year.

2. Unused personal business days will automatically be transferred to accumulated sick leave days to days at the end of the school year.

F. Other Leave Considerations

1. Part-time Employees will receive prorated leave benefits equivalent to their proportional teaching assignment. All prorated numbers of days will be rounded to the nearest one-half day.

2. All leave days must be taken as either a full day or half day of leave.

3. Each summer school Employee may be absent from work without loss of pay for one summer school work day due to personal illness. This sick leave day is for the summer school session only, and if unused, the day does not accumulate. For purposes of accounting for the day, a work day of summer school is equal to a full day of leave regardless of the number of hours per day that the Employee is contracted for.

G. Professional Leave

Teachers should request permission to attend functions as early as possible. Authorization to attend will be recommended to the Superintendent by the principal for approval. If such a request is allowed, the Board shall pay the teacher's regular salary and hire an appropriate substitute. Additionally, the Board, at its discretion, may reimburse teachers for appropriate

expenses such as registration fees, meals, lodging, and mileage. Teachers who are requested by the Superintendent to attend conferences shall be reimbursed for appropriate expenses such as registration fees, meals, lodging, and mileage.

The amount for professional leave shall not exceed \$6000 per fiscal year. In the event the \$6000 has been expended no conference request will be permitted until July 1 of the next year unless the teacher is requested to attend a conference by the Superintendent.

Teachers will be granted a professional day for taking a content exam for a course relevant to their current or future teaching position at South Newton. South Newton will cover the cost of one content exam per teacher per year.

H. Special Education Professional Leave

Three (3) professional leave days may be granted, with pay, three (3) full days per year, to special education resource, life skills, and speech pathologist in order to develop and write individual education plans in preparation for annual case reviews of students of which they are the teacher of record with approval of the Superintendent.

I. Family Medical Leave Act

An Employee does not need to exhaust their sick and personal days before being granted FMLA.

J. Childbirth Leave

A teacher who has a child or whose spouse or partner has a child shall be entitled to two (2) days of newborn child care leave with pay within two weeks of the birth of the child. A teacher who is pregnant may continue in active employment as late into the pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by the pregnancy shall be treated as all other temporary disabilities under this Agreement. Maternity Leave shall be granted anytime between the commencement of the teacher's pregnancy and one year following the birth of the child. The teacher may use any available accrued paid sick and personal leave.

K. Adoption Leave

A teacher shall, upon request, receive adoption leave with pay for a period not to exceed two (2) consecutive days. The teacher may use any available accrued paid sick and personal leave to extend the adoption leave.

L. Unpaid Leave

The board may grant a leave of absence to a teacher for a period of up to one year without pay or benefits. Benefits may be purchased at teacher's expense. COBRA benefits are extended to those on such a leave.

M. Association Leave

The Association President or his/her designee shall be entitled to eight (8) days of absence each school year with pay for the purpose of conducting Association business. If the Association has co-presidents, they will share the eight (8) day leave allotment. There will not be more than five (5) teachers using such leave on any one day. By written mutual agreement between the Superintendent and the Association (Co) President(s), the total number may be increased and/or the daily limit may be increased.

N. Sick Leave Bank

1. The purpose of the sick leave bank is to relieve its members from undue financial burdens due to absence from work on a long term basis due to illness, injury, or incapacitation.
2. The Sick Leave Bank shall be administered by a Committee of five (5) members – two appointed by the Administration and three by the Association. All terms of service will be two (2) years.
 - The entire membership of the Committee shall select one of their members to act as chairperson.
 - The Committee shall meet during the school year as needed. Special meetings may be called by the chairperson at the request of the Committee members.
 - In each case, a minimum of three (3) favorable votes by the Sick Leave Bank Committee is required to grant the use of days from the Sick Leave Bank.
 - The Committee shall prepare an annual report in conjunction with the Corporation Treasurer of days contributed by each teacher, days used, and days accumulated in the Sick Leave Bank, and distribute this report to the President of the South Newton Classroom Teachers Association and the Superintendent.
 - Requests for use of the Sick Leave Bank shall be made on the official forms provided by the Committee.
 - Requests to donate days shall be made on the official forms provided by the Committee.
 - The decision of the Sick Leave Bank Committee shall be final and may not be grieved.
 - No person shall be granted sick leave bank days after they begin receiving LTD benefits.
3. The Committee shall use only the following criteria for granting use of the Sick Leave Bank.
 - The applicant must be a current participant in the Sick Leave Bank.
 - An individual applying for use of the sick bank may keep a total of five (5) current or accumulated sick days and zero (0) current or accumulated personal days. The remaining current and accumulated sick and personal days must be exhausted before sick bank days may be granted.
 - An eligible teacher, or authorized designee, shall make written application to the Committee for leave under this provision. The physician must substantiate the illness and certify that the absence will continue during a period of at least five (5) consecutive days.

- An eligible individual may be granted no more than thirty (30) days per school year.

4. Eligibility for Use of the Bank:

- Any South Newton School Corporation teacher or administrator who has contributed days is eligible to participate in the Sick Leave Bank.
- Teacher has met criteria in Section 3 above.
- Upon return to work, the teacher shall repay the Sick Leave Bank for days owed (number of days borrowed minus number of days contributed) at the rate of three (3) days per year. If a member retires, resigns, or for other reasons leaves the corporation before repaying the Sick Leave Bank, the debt shall be waived.

5. Composition of the Sick Leave Bank:

- The number of days contributed will continue to accumulate until approximately one-hundred eighty-five (185) days are credited to the Sick Leave Bank.
- The annual enrollment period for accepting voluntary membership in the Sick Leave Bank shall be the first thirty (30) days of the school year, or the first thirty (30) days following the ratification of this contract, whichever is later.
- The Sick Leave Bank will initially be formed through voluntary participation and by voluntary donations, with written authorization of two (2) full days by participating members. After the first year of membership in the Sick Leave Bank, a teacher need only contribute one (1) personal illness day (if contributions are required) to remain a participating member in the Bank. If a teacher desires to return to the status of a participating member after withdrawing from membership in the Sick Leave Bank, that teacher shall contribute two (2) days in the first year after returning to membership.
- Sick leave days donated to the Bank by a teacher are considered a permanent contribution to the Bank and may not be withdrawn or transferred to another school corporation.
- If, at the start of the school year, there are approximately one-hundred fifty (150) days in the Sick Leave Bank, there shall be no contribution except for the repayment of days, contributions by teachers returning to membership, and contributions by new members.
- If, at any time, a member of the Sick Leave Bank desires to withdraw from the Bank, he/she shall write a letter to the President of the Association requesting such withdrawal. Upon receipt of the letter, the President shall immediately notify the Superintendent's office of the withdrawal, which will then become effective immediately. The enrollment period at the beginning of the next school year would be the next opportunity for this teacher to rejoin the Bank.
- In the event that the total number of days in the Sick Leave Bank should drop below one hundred (100) days, each member of the Bank shall be assessed an additional sick leave day in order to rebuild the Bank. If at that time a member has no remaining sick leave days, he/she shall be exempt from this assessment.
- A retiring teacher may donate any or all sick leave days to the Sick Leave Bank.

These rules shall be amended only by mutual consent of the South Newton Board of School Trustees and the SNCTA.

ARTICLE III

COMPENSATION

A. Salaries

The parties agree that all salaries covered by this Agreement are accurately reflected in Appendixes A and B which are attached to and made a part of this Agreement. The parties also agree that nothing in the compensation schedule shall be construed so as to prevent the Board from paying additional salary if necessary in order to obtain Employees of unusual scarcity, ability, qualifications, or training. The Board retains the right to pay additional compensation to Employees who accept extra-curricular duties or additional teaching duties as deemed necessary by the Board or Superintendent. No employee shall be hired at a salary greater than a teacher with the same education and experience except when a shortage of qualified applicants occurs.

1. In the event that the number of required teacher workdays is extended by legislation, or by an agency legally empowered to do so, and state funding is provided to pay for those additional days, the appropriate salary schedule(s) will be prorated to reflect the additional work time.
2. Employees shall be paid in 26 equal pays, every two weeks as indicated in the pay schedule in Appendix C unless a teacher selects and properly complies with the option offered in Article III, Section B of this Agreement.
3. If a regularly scheduled pay date falls during a vacation, except Christmas and Spring Break, Employees will be paid on the last working day prior to said vacation.

B. Early Payout Option

Employees shall have the option of receiving their pay in a lump sum payment on the first regular pay date in June if requested in writing to the Superintendent's office prior to March 1st of each year. An Employee so choosing will receive his or her pay in equal installments of 1/26 of his or her annual salary with the balance of the salary paid on the date specified above.

C. Extra-Duty Pay

The pay for extra-duty assignments for the School Corporation are as set forth in Appendix A attached hereto and made a part hereof.

The extra-duty stipends will be paid as follows:

1. Stipends for seasonal athletic coaching positions and extra-duty assignments will be paid in a lump sum on the payday immediately following the last regular season contest or the completion of the program.
2. Stipends for full-year extra-duty assignments will be paid in 26 equal installments as part of the teacher's contract. In the event the Employee selects the payment method in Section D, the stipend will be paid accordingly.

D. Ancillary Duties

All Employees of School Corporation sponsored homebound instruction, summer enrichment, and summer high school credit courses, except driver's education, who are covered by this Agreement, shall receive an amount for their services as determined by the following formula: Per Diem rate divided by the actual number of hours contracted with the Board.

The pay scale for remedial instruction, new teacher orientation, summer professional development and individually assigned after hours professional development shall be as follows:

ISTEP Remediation/High School	\$50.00 /session
Rebel Rescue/Middle School	\$50.00 /session
After School Remediation/Elementary	\$50.00 /session
After School Detention	\$30.00 /session
Saturday School	\$40.00 /session
New Teacher Orientation	\$60.00 /day
Mentor Pay for New Teacher Orientation	\$100.00 /day
Professional Development	\$60.00 /day
Kindergarten Roundup	\$50.00 /day

Payment for Employees for remedial, summer enrichment, and summer high school credit courses will be made in a lump sum payment on the first regular pay date immediately following the last day of scheduled classes.

E. Drivers Education Courses

Summer drivers training instructors shall be paid an hourly rate for their services. The summer rate shall be thirty dollars (\$30.00) per hour retroactive to summer 2017.

F. Adult Education Classes

Employees who teach adult education classes will be paid for their services as follows:

1. When the Employee serves as the instructor, the Employee will be paid in accordance with the following formula: Employee's per diem divided by the number of hours for the class. If the rate is reduced, the teacher would be notified prior to the first class session, and the teacher would have the option of not teaching the class.
2. Payment for adult education classes will be made in a lump sum on the first regular pay day date immediately following the last day of scheduled classes.

G. Reading Recovery Assessments

A qualified Reading Recovery Employee will be paid twenty-five dollars (\$25) for each Reading Recovery Student assessment completed during the Employee's non-contract time between the close of school (in the spring) and the re-opening of school in the fall.

H. Continuing Education

Teachers shall be reimbursed for graduate courses (500 level) that pertains to a potential teaching assignment, at the rate of two hundred (\$200) dollars per credit. Approval for reimbursement must be granted by the Superintendent of Schools. Payment shall occur two times per year, at the regular December and May school board meetings. Requests for reimbursements should be turned in by December 1 and May 1. The school corporation shall pay no more than \$10,000 in any given calendar year for college credit reimbursement. Approval shall be on a first come - first served basis until the cap of \$10,000 has been reached. A teacher may not receive reimbursement for more than three (3) credits per year. The Superintendent may approve more than three (3) credits in an emergency situation.

I. Mileage Allotment

An Employee who is not provided with a car by the Corporation and who is authorized in writing to use his/her own automobile in performance of assigned school duties shall be reimbursed at a per-mile rate consistent with the Internal Revenue Service mileage allotment.

J. Salary Reopener

Should the terms of this negotiated collective bargaining agreement, due to funding reductions, decreased enrollment, benefit cost increases and/or other increased expenditures on the school corporation, create the possibility to deficit finance as that term is defined by IC20-29-6-3, the parties may at the earliest opportunity meet to bargain for the purpose of avoiding the deficit and reducing and/or altering other controllable expenditures.

K. Expanded Criminal History Background Check

The school corporation shall pay the cost of any and all Indiana expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per IC 20-26-5-10.

ARTICLE IV

FRINGE BENEFITS

A. Life Insurance

The School Corporation shall pay up to all but \$1.00 of the cost of the annual premium of a \$75,000 life insurance policy for each participating Employee, double for accidental death.

B. Long Term Disability Insurance

The School Corporation shall pay up to all but \$1.00 of the cost of the annual premium of a long term disability plan for each participating Employee. Provisions of the coverage shall include a sixty (60) day waiting period, a guarantee of 66 2/3% of salary, and a full maternity clause.

C. Health Insurance

Single Plan

The Board will provide \$6,350 allowance per Certified School Employee if electing to use a MASE health insurance single plan for the 2019-2020 school year. The Board will provide \$6,600 allowance per Certified School Employee if electing to use a MASE health insurance single plan for the 2020-2021 school year.

Family Plan

The Board will provide \$9,800 allowance per Certified School Employee if electing to use a MASE health insurance family plan for the 2019-2020 school year. The Board will provide \$10,700 allowance per Certified School Employee if electing to use a MASE health insurance family plan for the 2020-2021 school year.

In the event both the husband and wife are full-time Employees in the South Newton Schools, and their situation is such that they require a family health program rather than two singles, they will be credited with a corporation contribution equivalent to the value of the sum of two family health contributions for their respective Employee groups. In no event, however, may the corporation's contribution exceed the cost of the insurance.

All health insurance plans follow the MASE Annual Open Enrollment period and begin January 1 of each calendar year. Therefore, these stated amounts would take effect January 1, 2020 and January 1, 2021.

D. Section 125 Benefits

The Board shall provide Section 125 Benefits. The Board will select the provider for Section 125 Benefits.

E. Part-Time Employee Benefits

Part-time Employees will receive prorated amounts for insurance benefits equivalent to their proportional teaching assignment. All amounts will be rounded to the nearest dollar.

F. Vision Insurance

The Board will pay all but \$1.00 of the cost of the annual premium of the current single VSP Plan for all teachers. The provider for the plan shall be VSP. Teachers may purchase a family plan and will pay the difference between the single and family plan.

G. Athletic Pass

Each teacher will be provided a single athletic pass that will admit the teacher without charge to all K-12 athletic functions sponsored by the Corporation, excluding all tournament events. Each teacher will have the option to purchase a family pass for \$100.00.

ARTICLE V

PL 199 AGREEMENT

Effective Date: The following amendments are made to the Contract Agreement between the South Newton Board of School Trustees here in after “Board” or “Corporation” and the South Newton Education Association here in after “Association”, signed the 23rd day of August, 2004. These amendments shall be effective with respect to any teacher retiring on or after the 1st day of July, 2004, except as otherwise may be provided here in. Any teacher who has retired before the effective date will only be entitled to those benefits contained in the Contract Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

Retirement Severance Benefit

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

A. Group Health Insurance

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

1. While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
2. Upon retirement, the teacher shall have provided a written request to the School Corporation for continuing insurance coverage for the teacher and spouse, if any.

When a retired teacher first becomes eligible for Medicare, the teacher’s eligibility to continue to participate in the Corporation’s group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher’s spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher’s right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

ARTICLE VI

BUY OUT OF RETIREMENT BENEFITS

A. Elimination of Prior Agreement’s Retirement Bridge and Severance Benefit

The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that in Article VI, entitled Compensation in the Agreement immediately

before this amendment's effective date, the Early Retirement Pay benefit described in Article VI, Sections F, G and H of the prior agreement are terminated and shall not apply to any teacher retiring from the school corporation on or after this amendment's effective date, except that any teacher who meets the retirement eligibility contained herein by June 30, 2006 may choose to retire under the provisions of the previous agreement provided that they have given the Corporation an irrevocable notice of such election no later than October 1, 2004. Those teachers who retired before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement.

B. Entitlement to Retirement Benefits and Vesting Requirements

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

1. The retiring teacher has reached the age of fifty-five (55); and
2. Immediately prior to retirement, the teacher must have completed not less than ten (10) full years of service as a professional educator with the Corporation and fifteen (15) years of public school teaching experience.
3. There must be evidence that the teacher is planning permanent retirement from teaching in public education in Indiana. Permanent retirement will be indicated by either a signed application for retirement benefits from the Indiana State Teachers Retirement Fund or a notarized statement offered to the School Employer stating that the requesting teacher will not teach elsewhere in public education in Indiana and will apply for retirement benefits from the Indiana State Teacher Retirement Fund at a later date; provided, however, part-time teaching with an Indiana public school corporation following retirement shall not disqualify a teacher for early retirement benefits if the earnings from such part time teaching do not exceed the maximum allowable Indiana public school earnings limit established by Indiana law or the regulations of the Indiana Teachers Retirement Fund.
4. In the event an active plan participant dies prior to satisfying the vesting requirements set forth in this Article, they will become 100% vested immediately for the buyout retirement plan benefit. The deceased Employee's 401(a) buyout plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made.

C. Actuarial Determination of Value of the Current Retirement Bridge and Severance Benefits

The Educational Services Company has been selected to determine the present value of the unfunded severance benefits and retirement bridge benefits described in the prior agreement. In making this present value determination, the Educational Services Company shall use the following assumptions:

1. The assumed interest rate for the purpose of determining the present value is four percent (4%) in the first two (2) years of the plan and seven and one half percent (7.5%) each year

thereafter. However, for post-retirement cash flow purposes, a four percent (4%) interest rate shall be used.

2. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-eight (58), or at the end of the current year if the individual is already age fifty-eight (58) or older. If an employee continues employment after the attainment of age fifty-eight (58), the employee does continue to receive all ongoing board contributions to the 401 (a) and VEBA, and the employee does continue to share in any future forfeitures.
3. The Termination Assumption shall be calculated utilizing a 2.70% rate.
4. The anticipated amount of the retirement bridge shall be determined using the amount of annual benefit described in Article VI of the prior agreement. However, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-eight (58), or (b) satisfaction of the eligibility requirements of this Article.
5. Using the method of calculation described in Article VI of the prior agreement, the severance benefit for each employee will be determined, subject to the following adjustments:
 - (a) Sick leave accumulation shall be calculated as of June 30, 2004, and seven (7) days shall be assumed to accumulate for each individual from that date to age fifty eight (58).
 - (b) The benefit of sick leave accumulation as determined in (a) directly above shall be determined by multiplying the total days by thirty-seven dollars and fifty cents (\$37.50). The total number of sick days available for this benefit shall be no more than one hundred fifty (150). Actual sick days accumulated will still be available for use as determined in Article VI of the prior agreement.
 - (c) Upon actual retirement from South Newton Schools or if a teacher dies prior to retirement, the teacher or his/her estate will receive a benefit equal to the actual number of sick days accumulated times thirty-seven dollars and fifty cents (\$37.50). The total number of sick days available for this benefit shall be no more than one hundred fifty (150). The benefit will be deposited into the teachers Post Retirement VEBA, their 403(b), or cash after taxes within thirty (30) days following their retirement or death.
6. The present value of the future severance benefits and retirement bridge payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the severance benefits and retirement bridge had been paid directly to the employee.
7. Employees, whose first contractual day is after the 30th day of June, 2004, shall not be entitled to any payment for the eliminated retirement bridge or severance benefits. In other words, no contribution shall be made for individuals, whose first contractual day is after the 30th day of June, 2004.

8. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave. The foregoing notwithstanding, teachers that must end employment due to a Reduction in Force shall be considered fully vested and entitled to all of the benefits of this article.
9. The present value of the Retirement Pay under the prior agreement shall be calculated, effective as of the 30th day of June, 2004.
10. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of the 30th day of June, 2004: base salary, age, years of service, and accumulated sick leave. The Educational Services Company shall assist in the preparation of this verification sheet for each teacher. However, the Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board within ten (10) days of receipt of the verification sheets.

Using the above assumptions and the other assumptions contained on the buyout spreadsheet, the Educational Services Company shall prepare the present value calculations for each teacher and the contributions described hereinafter will be made.

D. Buy Out Contributions.

1. VEBA. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, the amount representing the present value of the Retirement Pay as calculated for all employees under subsection C above. The terms and conditions for the administration and operations of the VEBA shall be as follows:
 - (a) The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
 - (b) Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
 - (c) If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. The foregoing notwithstanding, teachers that must end employment due to a Reduction in Force shall be considered fully vested

and entitled to all of the benefits of this article. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

- (i) Employees who forfeited their VEBA accounts in the same year;
- (ii) Employees who previously forfeited their VEBA accounts; and
- (iii) Employees who have attained the age of fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty-eight (58), but who have not terminated employment may equally share in the reallocated forfeiture.

- (d) Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

2. 401(a) Plan. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The total sum of the amount calculated by Educational Services Corporation as the present value for the Retirement Pay shall be contributed by the school corporation to the 401(a) plan by the 31st day of December, 2004. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

- (a) The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
- (b) Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
- (c) Each bargaining unit member shall be 100% vested in these individual 401(a) accounts upon the signing of the sixth contract with the Corporation.
- (d) If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's 401(a) plan account shall be forfeited. The foregoing notwithstanding, teachers that must end employment due to a Reduction in Force shall be considered fully vested and entitled to all of the benefits of this article. The forfeited amounts shall be reallocated at the end of each plan year only

among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

- (i) Employees who forfeited their 401(a) plan accounts in the same year;
- (ii) Employees who previously forfeited their 401(a) plan accounts; and
- (iii) Employees who have attained age of fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, 401(a) plan accounts of employees who have attained the age of fifty-eight (58), but have not terminated employment may equally share in the reallocated forfeiture.

- (e) Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of this Article, the deceased Employee's 401(a) buyout plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made.
- (f) Employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) plan account.
- (g) The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

E. Future Adjustments

The parties agree that this Article, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Article shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

ARTICLE VII ON-GOING RETIREMENT SAVINGS 401(a) ANNUITY PLAN AND 403(b) PLAN

- A. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.

The Board agrees to contribute, for those employees hired after June 30, 2004, into each individual's separate 401(a) account, one percent (1%) of the teacher's base pay.

- B. 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.
- C. Each bargaining unit member shall be 100% vested in these individual 401(a) accounts upon the signing of the sixth contract with the Corporation
- D. The employer shall provide a tax-sheltered 403(b) plan. All contributions will be in compliance with the South Newton School Corporation 403(b) Plan Document.
- E. In the event an active plan participant dies prior to satisfying the vesting requirements set forth in this Article, they will become 100% vested immediately for the ~~buyout~~ retirement plan benefit. The deceased Employee's 401(a) buyout plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made.
- F. Any forfeiture amount shall be reallocated equally at the end of each plan year, only among the then remaining separate 401(a) accounts.

ARTICLE VIII

ON-GOING RETIREMENT SAVINGS VEBA PLAN

- A. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501 (c)(9) of the Code. The Board agrees to contribute one half of one percent (.5%) of the teacher's base pay plus a one-time \$200 deposit.

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 VEBA Plan.

- B. Each bargaining unit member is considered vested in these individual VEBA accounts upon signing the sixth contract with the corporation. The foregoing notwithstanding, teachers that must end employment due to a Reduction in Force shall be considered fully vested and entitled to all of the benefits of this article.
- C. Any forfeiture amount shall be reallocated equally at the end of each plan year, only among the then remaining separate 401(a) accounts.

ARTICLE IX

RATIFICATION

The foregoing Agreement has been ratified by the Board of School Trustees of the South Newton School Corporation at a meeting held by the said Board of Trustees on the 27 day of September, 2019

President of the Board Amanda Berenda
Secretary of the Board Catherine R. Ziegen
Date of Signing 9-27-19

The foregoing Agreement has been ratified by the South Newton Classroom Teachers Association at a meeting of the said Association held on the 18th day of September, 2019

President of the Association Blair D. Ruzza
Secretary of the Association Kelly Smith
Date of Signing 9.24.19

APPENDIX A
Extra-Curricular Salary Schedule
Number of Positions included for Informational Purposes Only
2019-2021

POSITIONS	No. of Positions	Total \$ Each Position	Extended Total Cost
HIGH SCHOOL			
Committee Team Leaders	4	\$627	\$2,508
New Teacher Mentor	2	\$600	\$1,200
Senior Class Sponsor	2	\$1,104	\$2,208
Junior Class Sponsor	2	\$1,602	\$3,204
Sophomore Class Sponsor	1	\$366	\$366
Freshman Class Sponsor	1	\$366	\$366
Drama Fall	1	\$2,196	\$2,196
Drama Assistant Fall	1	\$616	\$616
Drama Spring	1	\$3,032	\$3,032
Drama Assistant Spring	1	\$820	\$820
Pit Orchestra	1	\$675	\$675
Band Director	1	\$4,525	\$4,525
Band Assistant	1	\$820	\$820
Choral Director	1	\$2,516	\$2,516
Choral Assistant	1	\$616	\$616
Choral Accompanist	1	\$784	\$784
Yearbook	1	\$1,751	\$1,751
Student Council	1	\$819	\$819
FBLA	1	\$905	\$905
Art Club	1	\$671	\$671
Spanish Club	1	\$601	\$601
Geek Squad	1	\$601	\$601
FFA/Greenhand	2	\$3,291	\$6,582
National Honor Society	1	\$671	\$671
FCCLA	1	\$567	\$567
Academic Team Sponsor	2	\$567	\$1,134
SNSAD	1	\$781	\$781
Weight Room Manager	1	\$575	\$575
MIDDLE SCHOOL			
Committee Team Leader	3	\$627	\$1,881
New Teacher Mentor	2	\$600	\$1,200

8th Grade Class Sponsor	1	\$281	\$281
7th Grade Class Sponsor	1	\$281	\$281
6th Grade Class Sponsor	1	\$281	\$281
Student Council	1	\$575	\$575
FFA	1	\$1,383	\$1,383
SNSAD	1	\$430	\$430
Academic Team Sponsor	3	\$567	\$1,701
MS National Honor Society	1	\$671	\$671
MS Yearbook	1	\$671	\$671
MS Art Club	1	\$671	\$671
ELEMENTARY			
New Teacher Mentor	2	\$600	\$1,200
Honor Choir	1	\$671	\$671
Art Club	1	\$671	\$671
Science Lab	1	\$314	\$314
Yearbook	1	\$671	\$671
ISSB	1	\$314	\$314
Math Wall of Fame	1	\$314	\$314
Academic Team Sponsor	3	\$567	\$1,701
HIGH SCHOOL			
Category I			
Head Basketball	1	\$6,617	\$6,617
Head Football	1	\$6,617	\$6,617
Head Girls Basketball	1	\$6,617	\$6,617
Category II			
Head Volleyball	1	\$5,228	\$5,228
Category III			
Asst. Boys Basketball	2	\$3,166	\$6,332
Asst. Football	3	\$3,166	\$9,498
Asst. Girls Basketball	2	\$3,166	\$6,332
Category IV			
Head Wrestling	1	\$3,434	\$3,434
Head Baseball	1	\$3,434	\$3,434
Head Softball	1	\$3,434	\$3,434
Head Coed Track	1	\$3,434	\$3,434
Head Coed Swimming	1	\$3,434	\$3,434
Category V			
Ninth Grade Boys Basketball	1	\$2,688	\$2,688
Asst. Volleyball 1	1	\$2,688	\$2,688

Asst. Softball 1	1	\$2,688	\$2,688
Asst. Baseball 1	1	\$2,688	\$2,688
Head Coed Cross Country	1	\$2,688	\$2,688
Asst. Coed Track	1	\$2,688	\$2,688
Asst. Coed Swim	1	\$2,688	\$2,688
Category VI			
Head Boys Golf	1	\$2,099	\$2,099
Head Girls Golf	1	\$2,099	\$2,099
Asst. Wrestling	1	\$2,099	\$2,099
Asst. Baseball 2	1	\$2,099	\$2,099
Asst. Softball 2	1	\$2,099	\$2,099
Asst. Volleyball 2	1	\$2,099	\$2,099
Head Cheer	1	\$2,523	\$2,523
Asst. Cheer	1	\$1,122	\$1,122
MIDDLE SCHOOL			
Category I			
M.S. Football	2	\$2,145	\$4,290
M.S. Boys Basketball	2	\$2,145	\$4,290
6th Boys Basketball	1	\$1,832	\$1,832
M.S. Girls Basketball	2	\$2,145	\$4,290
6th Girls Basketball	1	\$1,832	\$1,832
M.S. Volleyball	2	\$2,145	\$4,290
M.S. Girls Track	1	\$2,145	\$2,145
M.S. Boys Track	1	\$2,145	\$2,145
Category II			
M.S. Wrestling	1	\$1,544	\$1,544
M.S. Asst. Wrestling	1	\$1,335	\$1,335
M.S. Swimming	1	\$1,544	\$1,544
M.S. Asst. Swimming	1	\$1,335	\$1,335
Coed Cross Country	1	\$1,126	\$1,126
Cheer Coach 7/8	1	\$1,378	\$1,378
M.S. Asst. Cheer Coach	1	\$880	\$880
M.S. Asst. Track	1	\$880	\$880

APPENDIX B
South Newton School Corporation
Compensation Model

Eligibility Factors

To be eligible for a raise, a teacher must not have an evaluation rating of ineffective or improvement necessary.

The salary range shall be between 34,500 - 69,150 (besides one grandfathered salary of 73,135).

Any teacher on a partial contract who is eligible for performance compensation, will receive a prorated share of performance compensation relative to the percentage of their contract to a full contract.

Transition

For the 2019-2020 school year, a teacher will move to the grid at the line representing the salary based on the degree they hold that is not less than or equal to their current annual salary. If this represents a raise less than \$1100, the teacher shall receive a one-time stipend equal to the difference of \$1100 and his/her raise. A teacher at a salary beyond Row AE on the grid shall receive a one-time stipend of \$1100. This raise shall be for evaluation (not being rated ineffective or improvement necessary) and academic needs of students.

Raises

For each year of the contract, a teacher who meets the criteria in Section 1 above shall advance one row on the salary grid. A teacher who meets the criteria in Section 1 above and increases their education shall move over one column.

Ineligibility

A teacher with an evaluation of Needs Improvement and Ineffective are NOT eligible for any additional compensation. The raises that would have gone to those rated Needs Improvement or Ineffective shall be distributed equally to the rest of the eligible teachers as a stipend.

Salary Grid 2019-2021

Level	BS	MS
A	34500	36150
B	35600	37250
C	36700	38350
D	37800	39450
E	38900	40550
F	40000	41650
G	41100	42750
H	42200	43850
I	43300	44950
J	44400	46050
K	45500	47150
L	46600	48250
M	47700	49350
N	48800	50450
O	49900	51550
P	51000	52650
Q	52100	53750
R	53200	54850
S	54300	55950
T	55400	57050
U	56500	58150
V	57600	59250
W	58700	60350
X	59800	61450
Y	60900	62550
Z		63650
AA		64750
AB		65850
AC		66950
AD		68050
AE		69150

New Hires:

The Superintendent shall have the authority to place a teacher on the compensation model according to the following parameters:

- 0 years experience: Level A
- 1-4 years experience: Up to Level E
- 5-9 years experience: Up to Level J
- 10-14 years experience: Up to Level O
- 15 years experience or more: Up to Level P

If a shortage of qualified applicants occurs, the superintendent, after meaningful discussion with the Association, may go beyond the parameters above but shall not exceed the maximum limit of the salary range of 69,150.

The Superintendent may place a teacher that is retired and participating in the INPRS on the salary grid. The Superintendent will have meaningful discussion with the Association before such a placement is made.

APPENDIX C
South Newton School Corporation
Pay Schedule

Pay dates for 2019-2020	Pay dates for 2020-2021
08/30/19	08/28/20
09/13/19	09/11/20
09/27/19	09/25/20
10/11/19	10/09/20
10/25/19	10/23/20
11/08/19	11/06/20
11/22/19	11/20/20
12/06/19	12/04/20
12/20/19	12/18/20
01/03/20	01/01/21
01/17/20	01/15/21
01/31/20	01/29/21
02/14/20	02/12/21
02/28/20	02/26/21
03/13/20	03/12/21
03/27/20	03/26/21
04/10/20	04/09/21
04/24/20	04/23/21
05/08/20	05/07/21
05/22/20	05/21/21
06/05/20	06/04/21
06/19/20	06/18/21
07/03/20	07/02/21
07/17/20	07/16/21
07/31/20	07/30/21
08/14/20	08/13/21