

# UNION TOWNSHIP SCHOOL CORPORATION

## 2020 CBA COMPLIANCE CHECKLIST

Item	✓	Page No. <sup>1</sup>
School employer and exclusive representative identified	✓	2
Bargaining unit description matches the IEERB Order in effect at time of ratification	✓	2
Beginning and ending date of CBA (must end on or before June 30, 2021)	✓	16
Ratification date (must be on or after September 15)	✓	17
General definitions (definitions that apply to the whole CBA)	—	
Grievance procedure (if arbitration used, must indicate if advisory or binding)	✓	2
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)	✓	15-16
Salary for newly hired teacher (amount, schedule, or method of calculation)	✓	14
Wages/compensation for ancillary duties	✓	15
Wages/compensation for extracurricular duties	✓	14; Appendix C
Compensation for extended contracts	✓	15
Compensation plan		
If there are no salary increases, CBA includes a statement to that effect	—	
Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers)	✓	14
Salary increases		
Statement that teachers rated ineffective/improvement necessary are not eligible	✓	13
Based on at least two of the five statutory factors	✓	13-14
Definitions of factors (e.g. experience, academic needs, instructional leadership)	✓	13-14
How much each factor contributes to increase (by points, percentage, amount, etc.)	✓	13-14
Amount of increase (flat amount, % amount) or method for calculating amount	✓	13-14
The combination of education and experience (excluding increases to reduce the gap and teacher retention catch-up increases) does not exceed 50% of the maximum available salary increase	✓	14
If using a salary increase to reduce the gap, it must: (1) be clearly identified and (2) actually reduce the gap.	—	
If using a teacher retention catch-up salary increase it must: (1) be clearly identified, (2) attributed to the academic needs factor, (3) describe the teachers to whom the catch-up increase applies, (4) describe the increase amount or method of calculating, and (5) describe how the increase amount represents a comparison to the starting salary of new teachers.	—	
Redistribution provision or a statement explaining why redistribution not necessary	✓	14

**Reminders:**

1. Clearly identify the Compensation Plan and make sure all salary increases are included and described in the compensation plan.
2. If you include non-bargainable items for informational purposes only (e.g. number of ECA positions, number of extended contract days, etc.), be sure to include a statement to that effect.

<sup>1</sup> IEERB encourages parties to number the pages of their CBA. If there are no page numbers, parties should identify the Article or Section number of the particular item (e.g., Art. I Sec B; Sec IV #2, etc.).

**AGREEMENT BETWEEN THE UNION TOWNSHIP TEACHERS ASSOCIATION**

**AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION**

**AND THE NATIONAL EDUCATION ASSOCIATION**

**AND**

**THE SCHOOL BOARD OF UNION TOWNSHIP SCHOOL CORPORATION**

**EXPIRES: June 30, 2021**

**NEGOTIATORS:**

For the:

Union Township Teachers Association

Dave Smith, ISTA UniServ Director

Diana Reed, President UTTA

Jessica Ball, Member

Amy Hardesty-Asher, Member

Ruth Lavery, Member

Nevenka Schumacher, Member

For the:

Union Township School Corporation

Cheryl Zic, Attorney at Law

John Hunter, Superintendent

Jack Birmingham, Assistant Superintendent

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## **AGREEMENT**

On this eleventh day of November the following agreement was reached by and between the BOARD OF SCHOOL TRUSTEES OF THE UNION TOWNSHIP SCHOOL CORPORATION, hereinafter called the "BOARD", and the UNION TOWNSHIP TEACHERS ASSOCIATION, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "ASSOCIATION".

### **ARTICLE I. RECOGNITION**

- A. The Board, in accordance with IC 20-29-1-1 et. Seq. and the certification of the Indiana Employment Relations Board, State of Indiana, recognizes the Association as exclusive bargaining representative for teachers in the School Corporation.

The term "teacher" as used in this Agreement shall mean all certified personnel employed by the Board, except the following who are excluded from the bargaining unit: Superintendent, Assistant Superintendent, Principals, Assistant Principals, and Athletic Directors.

It is further agreed that when a new position is created the parties will attempt to reach agreement as to whether a new position is included or excluded from the bargaining unit. In the event mutual determination is not possible, then the Indiana Employment Relations Board of the State of Indiana will be required to make the determination in accordance with IC 20-29-5-1 and amendments thereto.

The Board agrees not to negotiate terms and conditions of employment with any teacher, teacher's group or teacher's organization other than the exclusive bargaining representative.

### **ARTICLE II. GRIEVANCE PROCEDURE**

- A. Any claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement may be processed as a grievance as hereinafter provided.
- B. The purpose of this procedure is to secure at the lowest possible administrative level, equitable disposition of the grievances that arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- C. Any grievant has a right to be represented at any stage of the grievance procedure by a representative of the Association.

- D. **STEP I (INFORMAL)**

In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his supervisor, either personally or accompanied by his or her representative of the Association. The purpose of this meeting will be to attempt to resolve the matter informally. The date of the events giving rise to the grievance, the date of the request for the informal meeting and

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the date of the informal meeting and other pertinent information will be recorded on the form contained in Appendix A.

E. STEP II

If a grievance still exists after the informal discussion with the supervisor, as completed by a completed Appendix A, the grievant may submit within twenty (20) school days of the occurrence, to the Building Principal, a completed Grievance Report Form Step II showing the date of the occurrence, a statement of the nature of the grievance and provisions of the contract allegedly violated and the relief sought. A copy of the grievance form is set forth in Appendix B.

Within five (5) school days of receipt of the Grievance Report Form the Building Principal shall meet with grievant and the Association representative in an effort to resolve the grievance. Within five (5) school days of the meeting, the Building Principal will indicate in writing his or her disposition of the grievance and the reasons therefore.

F. STEP III (SUPERINTENDENT or DESIGNEE) If the grievant is not satisfied with the disposition made by the Building Principal or if no disposition has been made within five (5) school days of filing the grievance at Step II, then the grievant shall within seven (7) school days complete Grievance Report Form, Step III, and submit the grievance to the Superintendent. The Superintendent or the Superintendent's designee shall meet with the grievant and the Association representative in an effort to resolve the grievance. This meeting with the Superintendent (or designee) will be held within five (5) school days of the filing. The disposition by the Superintendent (or designee) shall be made in writing to the teacher by completing Grievance Report Form, Appendix B, Step III, within seven (7) school days of the meeting and shall set forth the reasons for the Superintendent's action.

G. The time limits in this Article shall be strictly observed, but may be extended by the written agreement of both parties.

H. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

I. In the event any grievance is processed following the regular school year, all reference herein to school days shall be construed to mean week days.

J. If a grievance affects teachers in more than one building, the Association may submit such grievance in writing to the Superintendent or his/her designee directly and the processing of such grievance shall be commenced at Step III of the formal grievance procedure.

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### **ARTICLE III. LEAVES**

A. **SICK LEAVE/FAMILY ILLNESS LEAVE**

A teacher is entitled to ten (10) sick leave/family illness days in each school year without loss of compensation. If, in any one school year, a teacher is absent for such leave less than the ten (10) days, the unused days shall be accumulated as per Article V. B of this contract.

For the 2020-2021 school year only, teachers will be granted two (2) additional sick leave/family illness days. Unused days shall be subject to Article V. B of this contract.

Summer school teachers shall have one (1) day added to their accumulated sick leave. Teachers may use sick leave for illness which occurs during summer school. One-half (1/2) day shall be deducted from accumulated sick leave/family illness leave for each Summer School absence. No more than five such days may be used in any one Summer School session.

B. **BUSINESS LEAVE**

Three (3) business leave days shall be granted for the transaction of personal business and/or the conduct of personal or civic affairs during each school year of such employment. This benefit is non-cumulative; any teacher that has more than one (1) personal business day remaining at the end of the school year will have those personal business days converted to accumulated sick leave under paragraph A of this article.

C. **BEREAVEMENT LEAVE**

In the event of a death within the immediate family, the teacher shall be granted a leave of seven (7) calendar days. The leave shall be available on the date of the death of the family member, and the teacher shall receive full compensation for such leave. Immediate family shall be interpreted as a teacher's spouse, children, siblings, parents, parents-in-law, brother- or sister-in-law, son- or daughter-in-law, grandparents, grandchildren, step parents, step children, or any member of the family unit living in the teacher's household. One (1) day shall be granted for funeral leave in case of death of other family members. Flexibility in the use of bereavement days will allow the bereaved to use one of the designated number of days for closure of business related to the death at a later date.

D. **LEGAL LEAVE**

A teacher called for jury duty or to appear before any judicial body on behalf of the School Corporation for work related issues, shall receive full compensation but shall return to the corporation any pay he/she receives for jury duty. The teacher is allowed to keep any mileage money he may receive for serving on a jury.

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E. PROFESSIONAL LEAVE

Two (2) days of professional leave may be granted during the contractual year upon request in writing to the building principal and Superintendent without loss of compensation for such absence. The written request for the leave must be in the Principal's office ten (10) school days before the professional day is contemplated to be taken. The professional leave days may be granted for visitations to other school corporations or educational institutions for the purpose of observing instructional techniques or other educationally oriented programs, seminars, conventions or workshops in the teacher's licensed subject areas. In the event that additional expenses, other than for a substitute, are incurred by the corporation, a report may be requested by the Superintendent.

F. SICK LEAVE BANK

1. Eligibility

- a. All certified personnel employed by the Union Township School Corporation are eligible to participate in the bank.
- b. An annual contribution of one (1) sick leave day is required to join or retain membership in the bank. In addition, the employer will annually credit the bank with a number of days equal to the number of days contributed by participants for the current year.
- c. In addition to the contributions set forth in paragraph B, above, if the balance of days in the bank reaches 100 or fewer, members may continue their membership by contributing an additional day and the employer will match the total contribution.
- d. Sick leave days which are donated to the bank are a permanent donation. The unused balance, if any, will be carried over from year to year.
- e. Newly hired employees will have ten (10) workdays from their initial date of hire to join the bank. All other employees may join during the annual enrollment period which will be the first ten (10) workdays of each school year.
- f. A contribution to the sick leave bank will not be required to maintain membership when the number of banked days exceeds 600.
- g. Persons who use the sick leave bank, and would like to continue membership, must make a contribution of one (1) day to rejoin, regardless of the number of days in the sick leave bank account. The employer will be exempt from matching these days.

2. Criteria for use:

- a. Only current members of the bank may make withdrawals.
- b. All of the individual's accumulated sick leave must be exhausted prior to withdrawal of bank days.
- c. Withdrawal of days from the bank may begin as soon as the individual's sick leave has been exhausted or after the twenty-fifth (25th) day of absence for illness or injury, whichever occurs later.
- d. To make a withdrawal from the sick leave bank, an employee who meets the criteria set forth in paragraphs A, B and C of this Criteria section, will provide the employer with a doctor's certification of illness. The employer will in turn notify the president of the Association of the withdrawal.

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- e. Withdrawals from the sick leave bank will be in accord with the following table:

<b>YEARS IN UTSC</b>	<b>MAXIMUM NUMBER OF DAYS GRANTED</b>
0 – 4	25
5 – 8	35
9 – 12	40
13 – 16	50
17 – 20	60
OVER 20	80

Unused days at the end of the school year will revert back to the bank. In the event that an employee uses the sick leave bank in consecutive years, each consecutive year of use shall result in the number of days for which the employee is eligible being reduced to the next lower classification. No employee's eligibility will be reduced to less than twenty (20) days. Once the employee completes a full school year without using the sick leave bank, his/her eligibility will again be commensurate with his/her years of service to the Union Township School Corporation.

- f. Teachers on leave due to pregnancy will be eligible to make withdrawals, subject to membership requirements set forth above, only to the extent that they would have been eligible to use sick leave pursuant to Article III. Section A. and B., had such leave not been exhausted.
  - g. Teachers on a leave of absence will not be eligible to make withdrawals during the time which they are on leave.
3. The President of the Association will annually receive a written statement of the number of days credited, used, and remaining as a balance at the close of each school year.

**G. SABBATICAL LEAVE**

Sabbatical leave for study toward an advanced degree shall be granted and sabbatical leave to study for a degree in an area of teacher shortages may be granted by the Board for teachers who have completed ten (10) consecutive years of service to the Union Township Schools. An advanced degree must be in the area in which the teacher is licensed and may not be used to secure a second Master's Degree. Such leave shall be granted under the following conditions:

1. One teacher per school year shall be granted sabbatical leave upon request.
2. Eligible teachers who wish to apply must submit a written application on or before February 15 of the preceding year outlining leave plans.
3. Sabbatical leaves shall be one (1) full school year.
4. Should there be more than one (1) applicant; selection shall be made by a committee appointed by the Board. This committee shall include teachers, administrators and the President of the Teachers' Association or appointed representative.
5. A teacher shall not be eligible for sabbatical leave more than once every ten (10) years.

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6. A teacher shall provide proof of enrollment in an approved eligible college level program and shall provide evidence of successful completion.
7. Payment shall be 33 1/3 percent of the teacher's current regular base salary at the time the recipient begins the leave. Payment shall be made as follows:
  - a. Fifty (50) percent of payment shall be added to the first regular school contract following the leave and the remaining fifty (50) percent of payment shall be added to the second regular school contract following the leave, or
8. During the approved leave, teachers may participate in group insurance plans provided they timely pay 100% of the premiums.
9. The teacher shall be assigned to a position upon return from the sabbatical leave.

#### H. DISABILITY LEAVE

The following shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration. Such physical disability shall include, among other items, disability arising from major surgery, physical illness, childbearing or pregnancy-related disabilities, mental illness or severe emotional disturbance, causing a disability for more than four (4) weeks.

1. Anticipated Disability - Where a disability can reasonably be anticipated as in the case of a scheduled operation or childbearing/ pregnancy disabilities, the following rules shall apply:
  - a. The teacher requesting leave shall notify the office of the superintendent of the expected time and duration of leave as soon as reasonably possible. (Teachers are encouraged to commence and terminate such leaves to coincide with the end of grading periods.)
  - b. In the case of a teacher desiring to extend his/her intended time to return, such time to return shall be extended provided the teacher makes a request to the superintendent in writing at least thirty (30) days prior to his/her intended time of return.  
In the event the request for an extended time of return is not made as designated herein, the teacher may nevertheless make a request for an extended time to the superintendent in writing, and such request will be granted if practicable.
  - c. Where the teacher's condition raises any serious problem as to the teacher's health or ability to perform his or her duties in the period prior to the beginning of leave, the school employer may require the submission of a physician's statement as to the teacher's ability to continue teaching.
2. Time of Return to Teaching Duties - The teacher may resume teaching duties at such time as in the opinion of the teacher and the teacher's physician, the teacher is able to resume teaching duties. The School Corporation may, at its option, require the teacher to furnish a physician's certificate of ability to return to work.
3. Notice of Return to Teaching - As soon as reasonably determinable after the commencement of the disability leave, the teacher shall notify the office of the superintendent of the anticipated time of return to teaching, or of the fact that the teacher does not intend to resume teaching

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duties, and shall, if intending to return to teaching, keep the School Corporation advised of any change in such anticipated time of return.

Teachers shall furnish the School Corporation proof of their continued disability, if requested by the superintendent of schools. Unless waived by the School Corporation, the teacher shall not be entitled to return to teaching duties unless at least two (2) calendar weeks notice is given by the teacher of intention to return to work.

If a leave of absence is granted through the end of the second semester, the teacher shall notify the school corporation of an intention to return to work the following school year by the preceding April 15th, unless the teacher requests the leave after such date, in which case the teacher shall notify the school corporation at the time the leave is granted of an intention to return the following school year.

4. Sick Leave - Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated or may be entitled to under Article III. A. of this Agreement, but shall be required, at the option of the School Corporation, to present a doctor's certificate of disability to justify such use of accumulated sick leave days. When an employee is on approved sick leave, the Board shall provide the fringe benefits as per the contract.
5. Pregnancy - Leaves of absence granted for pregnancy reasons shall be subject to provisions of I.C. 20-28-10-5, in addition to the provisions of this Agreement.
6. Renewed Leave - If a teacher who is on leave pursuant to this Section becomes pregnant while on leave she shall be granted an additional period of leave in accordance with the provisions of this section, if she so requests.
7. Limitation - No leave under this Article may be initially granted for a period exceeding one (1) year, except in the case where accumulated sick leave is being used. Maternity leaves for pregnancy that occurs while the teacher is on leave under this Article shall be subject to subsection 6. All other leave extensions or renewals under this Article shall be in accord with Section H 1(b) of this Article.

I. MATERNITY/PATERNITY LEAVE

When, during the school year, a child is born to a teacher, he/she shall be granted one (1) day leave with pay.

J. FAMILY LEAVE

In accordance with Federal law, the provisions of the Federal Family and Medical Leave Act (FMLA 29 U.S.C. 2601 et seq.), as implemented through Board Policy 3430.01 and related Administrative Guidelines, shall be incorporated by reference into this contract. The school corporation's contribution toward the teacher's group health insurance premiums shall continue for the health insurance package (i.e. health and dental insurance). The employee on FMLA leave shall pre-pay

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the employee's share of this premium. In order to retain the employee's eligibility for coverage, the school corporation shall continue payment of premiums for life and LTD insurance during the term of the FMLA leave.

K. ASSOCIATION LEAVE

Upon written request, the President of the Association or the President's designee will be granted up to six (6) days paid leave per school year in order to conduct Association business including meeting with the superintendent or superintendent's designee, lobbying the legislature and attending representative assemblies. Up to five (5) additional days may be requested and granted, provided the Association reimburses the Board for the usual customary daily cost of the substitute. Use of these days may be in half-day increments at the discretion of the President of the Association.

L. ASSAULT LEAVE

A teacher assaulted while on duty or serving in an official position shall not have sick days deducted if the assault warrants medical attention or hospitalization. The event will be reported and benefits paid through a claim under the Workers Compensation Act and further coordinated with benefits under the Long Term Disability insurance program as defined in Article IV.C, as applicable. To the extent that these benefits are less than the teacher's daily rate, the Board will directly pay the difference. Under this provision assaults that arise from a teacher's personal life are not covered. The number of hours or days needed to recover must be authorized by a doctor licensed to practice medicine. The Board, at its own expense, may require another licensed physician's examination and determination.

M. LIMITED DURATION PAID LEAVE UNDER FAMILIES FIRST CORONAVIRUS RESPONSE ACT

Eligible teachers will be granted paid leave benefits through Emergency Paid Sick Leave and Expanded FMLA on terms provided in the Act upon submission of an appropriate request and supporting documentation, as applicable. These leave benefits are available up to and including December 31, 2020 when the Act sunsets.

Teachers who have not exhausted leave under Emergency Paid Sick Leave prior to December 31, 2020, may carry over those unused days until the end of the 2020-2021 school year. These carried over days may only be used for reasons 1-3 under the Emergency Paid Sick Leave benefit of the Act, are not compensable, and do not convert to accumulated sick leave days. This section will be replaced with any benefit passed by Congress effective during this period.

## ARTICLE IV. INSURANCE

A. MEDICAL INSURANCE

Each full-time employee participating for the full twelve (12) months in the health plan shall receive eighty percent (80%) of the total cost of either a Single or a Family Type Membership. This agreement permits married teachers to each take a single membership but does not require the Board to make cash reimbursement to any employee who chooses not to enroll in this medical benefit.

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Those teachers on Medicare shall have eighty (80%) percent of their monthly premium paid by the Board. In addition, the Board agrees to pay eighty (80%) percent of the cost of a single or a family membership in the Dental Insurance Program, including orthodontics health plan including a stop loss provision of Two Thousand Five Hundred Dollars (\$2,500) maximum payment. Teachers taking early retirement will be permitted to continue on the group health and dental insurance plans until such time as their Medicare will take effect, upon regular, full payment of the premium by the early retiree. Termination of coverage upon an employee's separation from employment will occur per the provisions of the Porter County Insurance Trust.

An employee enrolled in a High Deductible Health Plan (HDHP) may enroll in a Health Savings Account. The Board agrees to contribute \$1500 for those enrolled in a single HDHP and \$4000 for those enrolled in a family HDHP into the employee's Health Savings Account at the end of each plan year.

A full-time employee for insurance enrollment purposes is defined as one who works thirty (30) hours or more per week for regular wages or salary.

B. LIFE INSURANCE

Each employee shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit of seventy-five thousand dollars (\$75,000), double for accidental death.

C. LONG TERM DISABILITY

Each contract teacher shall be covered by a long term disability insurance program paid for by the Board that provides for a minimum benefit of 66 and 2/3 of his/her then current base salary to age sixty-five (65) for the first five (5) full continuing years of disability, 90% of that salary thereafter to age sixty-five and a sixty (60) day elimination period. The plan shall carry a Consumer Price Index-W yearly escalation for those on disability and shall not coordinate with teacher retirement disability nor be subject to additional compensation on the compensation model.

D. VISION INSURANCE

From the effective date of this Agreement until the end of the current policy term, the Board will pay 100% of the total cost of the vision insurance under Plan A of the Vision Service Plan. Thereafter, at the end of the current policy term, the plan will be upgraded to a twelve (12) month Anthem RESA High Plan with the Board paying 100% of the premium for all coverage tiers.

E. SECTION 125

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. An amount not to exceed 50% of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which are non-taxable benefits of major medical, long term disability, short term disability,

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Section 79 life, unreimbursed medical, cancer, accident, critical illness, and dependent care. All administration fees shall be paid by the board.

F. THE BIDDING PROCESS

1. The parties agree to membership in the Porter Insurance Trust.
2. The parties agree to terms as outlined in the Porter Insurance Trust Agreement which in part stipulates that the school corporation shall have the superintendent and a teacher representative as voting members on the Governing Board of Directors.
3. The Association shall appoint its representative to the Porter Insurance Trust Governing Board.

**ARTICLE V. RETIREMENT AND SEVERANCE PAY**

A. SEVERANCE PAY

1. This section applies only to teachers employed for the 2005/2006 school year.
2. A present value amount shall be calculated for each eligible teacher. This amount shall be based on the following:
  - a. Assumed retirement age at age 60 and completion of eligibility for unreduced ISTRF benefits (age 55 plus age and years of creditable service equal to 85, age 60 plus 15 or more years of creditable service, or age 65 and 10 or more years of creditable service).
  - b. Current and projected years of service with the School Corporation to assumed retirement age.
  - c. Accumulated sick days as of November 1, 2005.
  - d. A formula equal to:  $(.0025 \text{ times years of service with the School Corporation determined under (b)}) + (.15 \text{ times accumulated sick days as of November 1, 2005 divided by } 180)$  (factor from the prior Article V, Section C, Part II of the Agreement times base salary for the 2005-2006 school year).
  - e. Base salary for the 2005-2006 year.
  - f. Discount rate of 4% for one year, 8.5% thereafter to assumed retirement age and 4% post assumed retirement age.
  - g. Discount rate for FICA tax savings (7.65%).
  - h. Funding date of June 30, 2006.
3. An eligible teacher's present value amount shall be deposited into 401 (a) plan account on or before June 30, 2006.
4. The 401 (a) account shall be vested at age 55 and completion of 15 years of teaching experience at the School Corporation.
5. The accumulated sick days as of November 1, 2005 shall be available for appropriate use as sick days to the eligible teacher.

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6. The number of accumulated sick days as of November 1, 2005 for each eligible teacher shall be that teacher's "base days."

B. ANNUAL SICK DAY BUYOUT

1. This Section applies to all teachers.
2. Each school year beginning with the 2005-2006 school year, the School Corporation shall buyout any accumulated unused sick leave days over the eligible teacher's November 1, 2005 "base days," but only once the teacher has accumulated a total of at least 90 days. That buyout shall be at the rate of \$15 per day.
3. The buyout amount will be deposited by June 30 of each school year to the eligible teacher's 401 (a) plan account.
4. The accumulated sick days over the eligible teacher's base days bought out under this Section B will not be available for use as sick days.
5. This 401 (a) plan account shall be vested 100%.
6. At retirement from the School Corporation having met the requirements of A2 (a) above, should a teacher have less than 90 days as of November 1, 2005, then the number of accumulated unused sick leave days at retirement between that teacher's base days and ninety will be paid to the teacher's 401 (a) plan account.

C. ANNUAL DEPOSIT

1. This section applies to all teachers.
2. Each school year beginning with the 2006-2007 school year, the School Corporation shall deposit 1% of their base salary schedule amount to a 401 (a) plan account for each teacher who completes a year of service that year. The deposit shall be made by June 30 following the end of each school year.
3. This 401 (a) plan account shall be vested following the completion of five years of teaching experience at the School Corporation.

D. FORFEITED FUNDS

Funds forfeited under Article V, Section A after July 1, 2015 shall be equally distributed amongst the then remaining buyout participants.

## ARTICLE VI. COMPENSATION

### A. 2020-2021 COMPENSATION PLAN:

1. Eligibility: In order to receive any increase in compensation, a teacher must:
  - a. complete the immediately prior school year at Union Township School Corporation in good standing;
  - b. work at least 120 days of the immediately prior school year;
  - c. receive a performance evaluation rating of “effective” or “highly effective” for the immediately prior school year from the School Corporation, except that a teacher in his/her first two full years of instructing students who receives an evaluation rating of ineffective or improvement necessary in the immediately prior school year from the School Corporation will not be eligible for a salary increase in the categories. Teachers otherwise rated as ineffective or improvement necessary are not eligible for additional compensation; and,
  - d. return to teach at Union Township School Corporation and be employed at the time of distribution.
  
2. Factors. For purposes of determining the amount of any compensation increase, the School Corporation will use a system as follows:
  - a. Effectiveness: \$700 increase to base salary and a one time stipend of \$1,200 (stipend payable the second pay of December 2020), for teachers rated effective or highly effective on the evaluation for the immediately prior school year from the School Corporation;
  - b. Education: \$700 increase to base salary upon completion of a masters degree prior to the start of the 2020-2021 school year, within a content areas as defined by the IDOE, or  
\$500 stipend for attainment of three or more content area graduate credit hours prior to start of the 2020-2021 school year.  
Additional content area degree (s) and credit hours must be beyond the requirements for employment and are subject to:
    - Earned from an accredited college or university that is recognized by an acceptable accreditation body;
    - Earned subsequent to obtaining a teaching license;
    - Reflect a score of 3.0 out of a 4.0 scale or better;
    - Content area as defined by IDOE
    - Earned subsequent to the start of the 2019-2020 school year

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- c. Academic Need: Teachers who teach at least one approved dual credit course will receive a one time stipend of \$750 for teaching the dual credit course during the school year. Limit one stipend per year.

[Note: the education factor accounts for 50% of the maximum base salary increase available (Education \$700 / Maximum Available \$1,400 = 50%)]

Re-distribution: Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally re-distributed to all teachers rated effective or highly effective as an increase to base.

3. Starting Salary. Base salary will be no less than \$40,000 for new teachers employed full time (100%). The Superintendent shall evaluate the experience and training of all teachers new to the School Corporation to determine their initial salary within the below salary range. New hires will not be paid above a currently employed teacher with equivalent years of experience/certification without prior consultation with the Association President.

4. Salary Range. The salary range for the 2020-2021 school year is \$40,000-\$77,875.

5. Increase to Base Salary 2020-2021. The School Corporation will provide \$59,150 (exclusive of the School Corporation's TRF and FICA and LTD obligations) to increase the 2020-2021 salaries for eligible returning teachers through the compensation plan factors as described in Section 2.

Salary increases will be retroactively applied within two pay periods after all relevant information is known.

B. Teachers required to use personal cars on school business shall secure approval, submit a claim and be reimbursed (At the highest level the IRS accepts) cents per mile.

C. The salaries for Extracurricular Activity assignments are set forth in the Appendix C attached hereto. The Board is not required to fill any of the positions listed in the Extracurricular Salary Schedule. The Index for the Extracurricular Salary Schedule is based on a base salary of \$32,000.

D. Basic salaries for teachers shall be paid in either twenty-one (21) or twenty-six (26) equal payments. Teachers shall make this selection upon employment. The pay selection will remain the same until the teacher notifies the business office of a change in pay selection. That change must be received by the preceding July 1. The method of payment cannot be changed during any school year.

Updated 11-2020



1. The first (1st) payday of each school year shall be two (2) weeks following the 26th salary payment date of the prior school year.
2. Payroll will be distributed by direct deposit. Teachers will have access to their pay stub through a portal.
3. Payroll issued over the summer, other than for summer school teachers, will be distributed by direct deposit. Teachers will have access to their pay stub through a portal.
4. Teachers of summer school classes shall be issued a Supplemental Service Teacher's Contract and shall be paid for each hour of instruction an hourly rate based on their regular base teacher's contract salary. This hourly rate shall be computed using the regular teacher's base salary divided by one thousand, one hundred-ten (1110) hours. If driver's education is offered as a non-credit summer school course, the compensation for teachers shall be a minimum of \$11.50/hr.
5. Teachers will receive \$250.00 for each trimester they are assigned the ancillary duty of teaching more than one preparation in a given class period.
6. A stipend of \$50.00 per night, with a maximum of \$150.00 per function, will be paid to a teacher assigned the ancillary duty of overnight supervision (i.e., Camp Goodfellow, 7<sup>th</sup> and 8<sup>th</sup> Grade Florida Trip). This stipend will not be paid to teachers that are being paid for involvement in extracurricular or co-curricular activities which may involve overnight supervision.
7. The rate of pay for extended contracts shall be the teacher's daily rate (based on the teacher's salary for the applicable contract year in the regular contract year) times the number of days included in the extended contract beyond the regular contract year.
8. New teachers required to attend orientation prior to the start of a school year will be paid at the Summer Stipend rate as provided in Appendix C.

#### E. RETIREMENT

The Board agrees to pay the teacher's contribution to the Indiana State Teachers' Retirement Fund.

#### F. OTHER BENEFITS

The Board will pay the cost of statutorily required periodic expanded criminal history checks of teachers.

### **ARTICLE VII. EFFECT OF AGREEMENT**

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

Updated 11-2020

- B. Should an Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections, or Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section, or Clause.
- C. This contract shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with terms contained in this Agreement.

### **ARTICLE VIII. TERM OF AGREEMENT**

This Agreement shall be effective from July 1, 2020 and shall continue in effect through June 30, 2021.

This Agreement shall not be extended orally and it is expressly understood that it expires on the date indicated.

**SIGNATURE PAGE**

For the Union Township  
Teachers' Association

Date of Ratification October 28, 2020



\_\_\_\_\_  
David Smith, ISTA UniServ Director



\_\_\_\_\_  
Diana Reed, President UTTA

For the Union Township School  
Corporation

Date of Approval: November 11, 2020



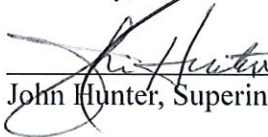
\_\_\_\_\_  
Cheryl Zic, Attorney at Law



\_\_\_\_\_  
Julie Giorgi, UTSC Board President



\_\_\_\_\_  
Bob Tichy, UTSC Board Secretary



\_\_\_\_\_  
John Hunter, Superintendent

APPENDIX A

**INFORMAL GRIEVANCE REPORT FORM**

**(Article II, D. – Step One )**

\_\_\_\_\_  
NAME OF GRIEVANT

\_\_\_\_\_  
BUILDING

\_\_\_\_\_  
DATE ALLEGED VIOLATION

\_\_\_\_\_  
DATE OF REQUEST FOR INFORMAL  
MEETING

\_\_\_\_\_  
DATE OF MEETING

\_\_\_\_ I hereby request representation by the Association

\_\_\_\_ I do not request representation

SUMMARY OF THE MANNER IN WHICH THE GRIEVANCE WAS RESOLVED, IF  
APPLICABLE:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Building Principal  
(acknowledging date of request)

\_\_\_\_\_  
Signature of Association President, or designee, acknowledging notification of request for an  
informal meeting.

Resolution of grievance in Step One shall not establish precedent unless signed below by both  
the Superintendent and the Association President.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Date

Distribution if settled or not: Principal, Teacher, Superintendent, UTTA President

**APPENDIX B**

**GRIEVANCE REPORT FORM**

I. Report Form

Step \_\_\_\_\_

Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

Building \_\_\_\_\_

Assignment \_\_\_\_\_

A. Date cause of the grievance occurred \_\_\_\_\_

B. Statement of the Grievance:

C. Article(s) of the Agreement allegedly violated:

D. Relief Sought:

E. Disposition at this step:

F. Grievant and/or Association Position:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Administrative Signature

\_\_\_\_\_  
UTTA Signature                      Date

Distribution if settled or not: Principal, Teacher, Superintendent, UTTA President

**APPENDIX C**

**EXTRA CURRICULAR ADDENDA- 2020-2021**

Union Township School Corporation

The school employer shall determine which positions on the extracurricular salary schedule are to be assigned and how many of each position are to be staffed. Numbers in parentheses are for informational purposes only.

**Base = \$32,000**

<b>BOYS ATHLETICS</b>			
<b>EXPERIENCE FACTOR</b>	<b>0-4 yrs</b>	<b>5-9 yrs.</b>	<b>10+ yrs.</b>
Basketball - Varsity	0.210	0.230	0.245
Basketball - ass't. var.	0.110	0.120	0.130
Basketball - J.V.	0.100	0.110	0.120
Basketball - C Team	0.060	0.070	0.080
Basketball - 8 <sup>th</sup> grade (2)	0.050	0.060	0.070
Basketball - 7 <sup>th</sup> grade (2)	0.040	0.050	0.060
Basketball - 6 <sup>th</sup> grade (2)	0.040	0.050	0.060
Basketball - Elem. (2)	0.030	0.040	0.050
Football - Varsity	0.210	0.230	0.245
Football - ass't. var. (3)	0.110	0.120	0.130
Football - J.V./Frosh (2)	0.100	0.110	0.120
Football - M.S. (2)	0.040	0.050	0.060
Football – Spring - UTMS	0.020	0.025	0.030
Track - Varsity	0.080	0.090	0.100
Track - ass't. var.	0.040	0.050	0.060
Track - M.S.	0.030	0.040	0.050
Track - M.S. asst. (2)	0.020	0.030	0.040
Baseball - Varsity	0.130	0.140	0.150
Baseball - ass't. var.	0.070	0.080	0.090
Baseball - M.S.	0.040	0.050	0.060
Baseball - J.V	0.050	0.060	0.070
X-Country - Varsity	0.080	0.090	0.100
X-Country - M.S. (2)	0.035	0.045	0.055
Volleyball - Varsity	0.040	0.050	0.060
Volley ball – ass't. var.	0.020	0.025	0.030
Volleyball - J.V.	0.035	0.040	0.045
Soccer - Varsity	0.100	0.110	0.120
Soccer - J.V.	0.050	0.060	0.070
Soccer – UTMS	0.020	0.025	0.030
Wrestling – H.S.	0.080	0.090	0.100
Wrestling - M.S.	0.030	0.040	0.050
Tennis - Varsity	0.080	0.090	0.100
Golf - Varsity	0.050	0.060	0.070
Gymnastics	0.045	0.055	0.065
Swimming H.S.	0.045	0.055	0.065
Bowling	0.030	0.040	0.050

<b>GIRLS ATHLETICS</b>			
<b>EXPERIENCE FACTOR</b>	<b>0-4 yrs</b>	<b>5-9 yrs.</b>	<b>10+ yrs.</b>
Basketball - Varsity	0.210	0.230	0.245
Basketball - ass't. var.	0.110	0.120	0.130
Basketball - J.V.	0.100	0.110	0.120
Basketball - C Team	0.060	0.070	0.080
Basketball - 8 <sup>th</sup> grade (2)	0.050	0.060	0.070
Basketball - 7 <sup>th</sup> grade (2)	0.040	0.050	0.060
Basketball - 6 <sup>th</sup> grade (2)	0.040	0.050	0.060
Basketball - Elem. (2)	0.030	0.040	0.050
Track - Varsity	0.080	0.090	0.100
Track - ass't. var	0.040	0.050	0.060
Track - M.S	0.030	0.040	0.050
Track - M.S. ass't (2)	0.020	0.030	0.040
X-Country Varsity	0.080	0.090	0.100
X-Country - M.S (2)	0.035	0.045	0.055
Volleyball – varsity	0.100	0.110	0.120
Volleyball – ass'.t var.	0.060	0.070	0.080
Volleyball - J.V.	0.070	0.080	0.090
Volleyball - C Team	0.050	0.060	0.070
Volleyball - 8 <sup>th</sup> grade (2)	0.030	0.040	0.050
Volleyball - 7 <sup>th</sup> grade (2)	0.030	0.040	0.050
Soccer – Varsity	0.100	0.110	0.120
Soccer – J.V.	0.050	0.060	0.070
Soccer - UTMS	0.020	0.025	0.030
Swimming – H.S.	0.045	0.055	0.065
Softball – Varsity	0.130	0.140	0.150
Softball – ass't. var.	0.070	0.080	0.090
Softball – JV	0.050	0.060	0.070
Tennis – Varsity	0.080	0.090	0.100
Gymnastics	0.045	0.055	0.065
Golf – Varsity	0.050	0.060	0.070
Bowling	0.030	0.040	0.050
<b>ATHLETICS</b>			
Assistant Athletic Director HS	0.060	0.070	0.080
Assistant Athletic Director MS	0.060	0.070	0.080
Intramural	0.050	0.060	0.070
Summer Conditioning (5)	0.030	0.040	0.050
Summer Open Gym	0.030	0.040	0.050
Fall Weight Training	0.030	0.040	0.050
Winter Weight Training	0.050	0.060	0.070
Spring Weight Training	0.030	0.040	0.050

<b>ACADEMICS</b>			
<b>EXPERIENCE FACTOR</b>	<b>0-4 yrs</b>	<b>5-9 yrs</b>	<b>10+ yrs</b>
Academic Coordinator	0.050	0.060	0.070
G/T Coordinator	0.030	0.040	0.050
Spell Bowl Coach – H.S.	0.007	0.008	0.009
Spell Bowl Coach – M.S	0.007	0.008	0.009
Super Bowl – H.S. (5)	0.020	0.030	0.040
Super Bowl – M.S. (4)	0.018	0.019	0.020

Academic Coaches – JSE Elem. (6)	0.012	0.014	0.015
Academic Coaches- UCE Elem (6)	0.012	0.014	0.015
Student Council- H.S	0.040	0.050	0.060
Student Council – M.S.	0.025	0.035	0.045
Student Council – Elem. (2)	0.025	0.035	0.045
Yearbook – H.S.	0.040	0.050	0.060
Yearbook – M.S.	0.020	0.030	0.040
Newspaper – H.S.	0.010	0.020	0.030
Newspaper – M.S.	0.010	0.020	0.030
Newspaper/Yearbook – Elem. (2)	0.010	0.020	0.030
Honor Society – H.S.	0.020	0.030	0.040
Honor Society – M.S.	0.015	0.025	0.035
<b>CLUBS</b>			
Key Club – HS	0.020	0.030	0.040
Future Homemakers – H.S	0.050	0.060	0.070
Future Homemakers – M.S.	0.020	0.030	0.040
SADD	0.020	0.030	0.040
Technical Club – H.S.	0.020	0.030	0.040
Chess	0.010	0.020	0.030
Math	0.020	0.030	0.040
Science	0.020	0.030	0.040
French	0.020	0.030	0.040
Spanish	0.020	0.030	0.040
Japanese	0.020	0.030	0.040
German	0.020	0.030	0.040
Cheerleaders/Pep Club-H.S. Fall	0.070	0.080	0.090
Cheerleaders/Pep Club-H.S. Winter	0.070	0.080	0.090
Cheerleaders/Pep Club-H.S. Asst- Fall	0.020	0.030	0.040
Cheerleaders/Pep Club-H.S. Asst-Winter	0.020	0.030	0.040
Cheerleaders – M.S.	0.030	0.040	0.050
Pom Pons H.S.	0.060	0.070	0.080
Pom Pons Ass't	0.020	0.030	0.040
Flag Corp.	0.030	0.040	0.050
Robotics	0.050	0.060	0.070
<b>CURRICULUM WRITING</b>			
Per subject-per grade		0.010	
Per subject-per semester		0.005	
Per subject-full year		0.010	
<b>MUSIC AND DRAMA</b>			
<b>EXPERIENCE FACTOR</b>	<b>0-4 Yrs</b>	<b>5-9 Yrs</b>	<b>10+ Yrs.</b>
Band Director	0.090	0.100	0.110
Band Director – M.S.	0.050	0.060	0.070
Choral Director – H.S.	0.050	0.060	0.070
Choral Director – M.S.	0.030	0.040	0.050
Swing Choir – H.S.	0.040	0.050	0.060
Swing Choir – M.S.	0.020	0.030	0.040
Elem. Band (2)	0.030	0.040	0.050
Elem. Choir (2)	0.020	0.030	0.040
Drama Director – H.S.	0.033	0.043	0.053
Drama Director – M.S.	0.023	0.033	0.043
Musical Director – Drama	0.033	0.043	0.053
Drama Assistant	0.023	0.033	0.043



<b>CLASS SPONSORS</b>			
Senior	0.030	0.040	0.050
Junior	0.030	0.040	0.050
Sophomore	0.020	0.030	0.040
Freshman	0.020	0.030	0.040
8 <sup>th</sup> Grade	0.010	0.020	0.030
7 <sup>th</sup> Grade	0.010	0.020	0.030
6 <sup>th</sup> Grade	0.010	0.020	0.030
<b>OTHER</b>			
Grade Level Coordinator	300.00		
High School Dept. Coordinator	300.00		
Summer Stipend	50.00 per day		
<b>EVENT DUTIES</b>			
Varsity Events (All events held that day)			
Ticket Taking	25.00		
Time Keeping	30.00		
Announcing	25.00		
Score Keeping	30.00		
Junior Varsity Only Events			
Ticket Taking	20.00		
Time Keeping	25.00		
Score Keeping	20.00		
C-Team/Middle School			
Ticket Taking	12.00		
Time Keeping	17.00		
Score Keeping	12.00		

