

**MASTER AGREEMENT  
BETWEEN THE PIONEER  
CLASSROOM TEACHERS  
ASSOCIATION AND THE  
PIONEER REGIONAL  
SCHOOL BOARD OF  
TRUSTEES**

**2020-2021**



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## **PREAMBLE**

This agreement entered into by and between the Board of School Trustees of the Pioneer Regional School Corporation hereinafter called the "Board" and the Pioneer Classroom Teachers Association, hereinafter called the "Association," and shall be in full force and effect from the 1<sup>st</sup> day of July, 2020 to the 30<sup>th</sup> day of June, 2021 and shall remain in effect until a new Agreement has been ratified.

## **EFFECT OF AGREEMENT**

All items contained herein shall remain in effect for the term of this agreement unless revisions are agreeable to both parties. The Board and Association agree that any part of this Agreement may be reopened for bargaining with the mutual consent of the parties.

If any provision of this Agreement or any application of the Agreement to any employee is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

This Agreement shall supersede any rules, regulations, or practices of the Board that are contrary or inconsistent with the terms of this Agreement.

Any individual contract between the Board and any individual teacher shall be expressly subject to the terms and conditions of this Agreement.

The parties shall give written notification by February 10, prior to the termination date of the Agreement as to the general areas to be negotiated.

## **RECOGNITION**

The Board hereby recognizes the Association as the exclusive bargaining representative for all teachers in the school corporation.

## **DEFINITIONS**

The term "teacher," when used in this Agreement, shall refer to all certificated personnel employed for certificated positions by the Board except Superintendent, Principals, Assistant Principals, Athletic Director (if not assigned to the classroom), and School Nurse.

The term "Association" and "Board" shall include their officers, representatives, and agents.

The term "School Corporation," when used in this Agreement, shall refer to the Pioneer Regional School Corporation of the Counties of Cass and White, in the State of Indiana.

Beginning with the 1987-88 school year, teachers who are contracted on less than a full-time basis shall receive compensation, benefits, and leaves on a pro rata basis. For example, a one-half (1/2) time teacher shall receive fifty percent (50%) of the compensation, benefits, and leaves provided for a full-time teacher in this agreement.

In the event a part-time teacher accepts a position listed in Appendix "B," such teacher shall receive the full amount of compensation for said position.

## **RETIRED TEACHERS RETURNING TO THE CLASSROOM**

- A. All retired teachers hired by the Board shall be included in the Association bargaining unit and shall be issued one year or less Temporary Contracts placing them on the Salary Schedule at Master's degree with ten (10) years experience. The provision on Temporary contracts is for informational purposes only, but was not bargained.

- B. Teachers who have retired from the Corporation or any other Indiana Public School Corporation may be hired to teach part-time or full-time. Part-time returning retired teachers shall receive salary and fringe benefits on a pro-rata basis.
- C. Neither the Board nor the Association shall be liable for any problems the individual returning retired teacher may have with ISTRF, the Social Security Administration, the Internal Revenue Service, or the State of Indiana regarding their original retirement, return to teaching, or subsequent second retirement.
- D. Returning retired teachers benefits shall include all contract benefits including all other Insurances, providing the insurance carrier agrees to enroll returning retired teachers, with the exception of participation in the Sick Leave Bank and with the exception of severance and retirement benefits listed below in F.
- E. Returning retired teachers contract benefits shall not include retirement benefits contained in Appendix E, and specifically the Section 403 (b) Plan, and the Board's contribution and the teacher's contribution to ISTRF.

## **SALARY AND WAGE PROVISION**

The Association and Board agree that the salary, wages, and other fringe benefits shall be and are accurately reflected in the following: Appendix "A" for teacher's regular salary, Appendix "B" for extra-curricular pay, Appendix "C" for mileage pay, Appendix "D" for Insurance benefits, Appendix "E" for retirement benefits, and Appendix "H" for extended contracts. It is further agreed that these items will remain in full force and effect for the term of this agreement.

All professional growth points (PGP), or competencies offered through the school corporation shall be discussed with the exclusive representative. Any teacher may take any professional growth points (PGP) or competencies offered for continuing education. Any and all other credit given for professional growth points (PGP), competencies, or continuing education not referred to above shall be discussed with the exclusive representative. This item was not bargained and is for informational purposes only.

The formula for professional growth points (PGP) shall be 15 PGP's = 1 semester hour. Competencies are 1 competency unit is equal to a semester credit hour. The professional growth points (PGP) formula and competency formula as well as semester hours, shall be used to calculate placement on the salary scale. This item was not bargained and is for informational purposes only.

Column changes for meeting academic needs through advanced education per the compensation model in Appendix A will only be granted for hours beyond a Bachelor's degree.

Adjustments to higher salary scales shall be presented to the board one (1) time per year. The open period to record credit shall extend ten (10) days beyond the beginning of the first school semester.

## **PAY**

All teachers shall be paid on a twenty-six (26) pay schedule.

Teachers shall receive their contractual amount of salary in twenty-six (26) equal paychecks.

Deductions will be taken out as follows:

- A. Dues in twelve (20) equal deductions,
- B. Annuity in twenty-four (24) equal deductions,
- C. Insurance in twenty-four (24) equal deductions, and
- D. All other deductions in twelve (12) equal deductions.

## **PAYROLL DUES DEDUCTION**

The Board shall, upon receipt of written authorization from a school employee, deduct from the pay of such employee any Associate membership dues (PCTA-ISTA-NEA-PACS) designated by the appropriate officer of the

Association and shall remit quarterly such dues to the Association. Authorization cards must be received in the Payroll Department no later than September 10. Deductions shall be made in twelve (12) equal installments from twelve (12) alternated salary payments, with the first (1<sup>st</sup>) deduction being made from the second (2<sup>nd</sup>) September paycheck. The authorization for payroll deduction of Association membership dues shall be on a continuing basis unless revoked, in writing, by the employee to the Association and the Board. Upon termination of any employee, the Board shall deduct all unpaid Association dues from the final paycheck.

## **BACKGROUND CHECKS**

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

## **PROFESSIONAL LEAVE**

A teacher may be granted a professional leave by the administration for visitation to other schools or for attending meetings or conferences of an educational nature. The following steps shall be followed in the process:

- A. The teacher shall submit a written request on the proper form supplied by the building principal's office. Teacher requests shall be given to the building administrator for consideration.
- C. If the building administrator signs the request, the Superintendent shall make the final decision as to the approval or disapproval of a professional leave request within the state or within 100 miles.
- D. The Board of School Trustees shall make the final decision as to the approval or disapproval of a professional leave request outside of the state or beyond 100 miles.

## **BEREAVEMENT LEAVE**

In case of death in the immediate family, leave without loss of compensation shall be granted to a teacher of the corporation not to exceed five (5) work days, which must be taken within 2 weeks of the death(s) or immediately in conjunction with the date of the funeral/memorial or the execution of the estate (when the employee is an executor). Immediate family for the purpose of bereavement leave shall mean father, mother, brother, sister, husband, wife, child, grandchild, grandparent and any other individual who at the time of his/her death is living as a member of the teacher's household.

In case of death of a grandparent-in-law, mother or father-in-law, stepfather or stepmother-in-law, brother or sister in-law, the teacher is entitled to be absent not more than two (2) school days during a period that extends no more than 2 weeks beyond such death(s) or is immediately in conjunction with the date of the funeral/memorial or the execution of the estate (when the employee is an executor). The teacher may use one (1) sick leave day if needed.

In case of death of an aunt, uncle, niece, nephew, or cousin, the teacher is entitled to be absent one (1) day without loss of compensation within 2 weeks of the death(s) or immediately in conjunction with the date of the funeral/memorial or the execution of the estate (when the employee is an executor). The teacher may use one (1) sick leave day if needed.

If there is a question as to the validity of the bereavement leave, the superintendent can request verification of death.

## **PAID LEAVE**

Paid leave shall be credited annually to each teacher's account on the first day of school as follows:

- A. Thirteen (13) days for teachers in their first year of service in the corporation.
- B. Ten (10) days each year thereafter for each year of service, limited only by the maximum number indicated.
- C. Three (3) additional days shall be credited to the individual teacher's account each year thereafter for credit received from another corporation until such time as he/she has accumulated the maximum number

of sick leave days.

- D. The maximum number of leave days allowed to accumulate will be one hundred seventy (170) days.

Any leave taken that extends beyond five (5) consecutive days in any school year shall be verified by the teacher's physician, if the administration requests such verification, or will require the superintendent's prior approval. The superintendent may request verification for personal sick leave days taken the day before or the day after an extended weekend or vacation period or during parent/teacher conferences.

Paid leave should not be used to extend any school recognized vacation (i.e. not using the day before or the day after an extended weekend or vacation period or during parent/teacher conferences). The Association and School Board also discourages teachers from taking unnecessary paid leave days during the last three to four weeks of the school year due to a shortage of substitute teachers.

## **SICK LEAVE BANK**

### **PURPOSE:**

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 sufficiently severe that it would make their presence in school inadvisable. The extended sick leave policy is not designed to give unlimited sick leave to all teachers. Its primary purpose is to give a teacher substantial income protection in the event of a medical catastrophe. It is also designed to provide a maximum benefit to teachers who have utilized the regular sick leave days and personal days in a professional manner.

### **ADMINISTRATION:**

The Sick Leave Bank shall be administered by a Committee of five (5) members. One member of the Committee shall be a member of the Pioneer Regional School Corporation administration. Four (4) members of the Committee shall be appointed by the President of the Pioneer Classroom Teachers Association with two (2) members appointed from the elementary school building and two (2) members appointed from the junior-senior high school building.

- A. Two (2) of the building level Committee members, one (1) from each building, shall serve for a period of two (2) years. The remaining two (2) shall serve a one (1) year term during the initial year of the Sick Leave Bank. Thereafter all terms of service will be two (2) years. Length of service for the member of the administration shall be determined by the Pioneer Regional School Corporation administration.
- B. Vacancies on the Committee shall be filled before the next meeting.
- C. The entire membership of the Committee shall select one of their members to act as chairperson for the duration of the year.
- D. The Committee shall meet during the school year as needed. Special meetings may be called by the chairperson of at the request of the Committee members.
- E. 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.
- F. The Committee shall prepare an annual report in conjunction with the Corporation Payroll Secretary 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 Pioneer Classroom Teachers Association and the Superintendent. Requests for use of the Sick Leave Bank shall be made in writing to the Committee.
- H. Requests to donate days shall be made on the official forms provided by the Committee.
- I. The decision of the Sick Leave Bank Committee shall be final and may not be grieved.

### **CRITERIA FOR USE OF THE BANK:**

The Committee shall use only the following criteria for granting use of the Sick Leave Bank.

- A. The applicant must be a current participant in the Sick Leave Bank.
- B. All paid leave and personal leave days previously accumulated by the individual must be exhausted.

- C. The applicant shall submit a certified review of his/her medical history and prognosis for returning to work by the appointed or attending physician.
- D. Illness must be of a serious nature; seriousness will be determined by the Committee with the recommendation of the appointed or attending physician.

**ELIGIBILITY FOR USE OF THE BANK:**

- A. Any Pioneer Regional School Corporation teacher or administrator who has contributed days is eligible to participate in the Sick Leave Bank.
- B. An eligible teacher, or member of said teacher's immediate family, or said teacher's authorized designee if said teacher has no immediate family, shall make written application to the Committee for leave under this provision. Said application shall be accompanied by a physician's certificate stating the nature, possible length of absence, and prognosis of the teacher's condition.
- C. 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.

**COMPOSITION OF THE SICK LEAVE BANK:**

- A. The number of days contributed will continue to accumulate until approximately two hundred (250) days are credited to the Sick Leave Bank.
- B. 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.
- C. A participant employed by the Pioneer Regional School Corporation after the annual enrollment period has passed shall have ten (10) days from the date of employment in which to enroll in the Sick Leave Bank.
- D. The Sick Leave Bank was initially 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) paid leave 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.
- E. Paid 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.
- F. If, at the start of the school year, there are approximately two hundred (200) 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.
- G. 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 PCTA 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.
- H. In the event that the total number of days in the Sick Leave Bank should drop below thirty (30) 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.
- I. Up to ten (10) sick leave days may be donated to the Sick Leave Bank by a retiring teacher.

**AMENDMENTS:**

These rules shall be amended only by mutual consent of the Board of Trustees and the PCTA.

**ILLNESS IN THE FAMILY**

Teachers may use their accumulated paid leave for immediate family illnesses that involve minor, routine, or non-life-threatening situations.

The term immediate family for the purpose of family illness leave shall be construed to mean spouse, children, parents, stepparents, grandparents, grandchildren, mother-in-law, father-in-law, brother, sister, or others living in the home with the employee.

## **ASSOCIATION LEAVE**

The Association President and/or his/her designee shall be permitted up to two (2) days total during the school year to conduct Association business. No partial days will be requested. Two (2) days notice will be given to the Superintendent of such a request. The Association shall reimburse the Board for the substitute pay associated with such leave, and said days shall not be subtracted from the teacher(s) accumulated leave days.

## **MATERNITY LEAVE**

A pregnant teacher shall be entitled to one (1) year's leave of absence; a second year may be granted upon request by the teacher. If an extension is desired, written notification shall be given by May 1.

Upon verification of pregnancy, the teacher shall notify the Superintendent of her pregnancy and anticipated date of leave. A written request for maternity leave must be submitted to the Superintendent at least one (1) month prior to the anticipated leave, unless not possible for health reasons.

Upon return from maternity leave, the secondary teacher shall be assigned to a department in which she is certified. The elementary teacher shall be assigned to a primary grade if this is the area she taught in before, and to an intermediate grade if this is the area of her previous assignment. Primary grade means kindergarten through third grade, and intermediate means fourth through sixth. Deviation from this must be agreed to by the administrator and the returning teacher. Normally, the teacher shall be assigned to the same position she held previously.

Teachers shall not gain a step on the salary schedule while on leave.

Compensation and other benefits not mentioned shall not be available for teachers on maternity leave. The Corporation shall continue to pay their portion of the insurance provided for the employee for one hundred twenty (120) days following the last actual day of teaching. If the leave exceeds these one hundred twenty(120) days, that portion paid by the Corporation shall be discontinued. The teacher may exercise the option to keep said insurance in effect by paying the total cost herself after the one hundred twenty (120) days have elapsed.

## **ADOPTIVE LEAVE**

A teacher adopting a child shall be entitled to a one (1) year's leave of absence. A second year may be granted upon request by the teacher. If an extension is desired, written notification shall be given thirty (30) days in advance of the start of the requested extension.

Upon notification of adoption, the teacher will notify the Superintendent of the anticipated date of leave. A written request for adoptive leave must be submitted to the Superintendent at least one (1) month prior to the anticipated leave, unless not possible. If both parents are teachers, only one (1) may request this adoptive leave.

Upon return from adoptive leave, the secondary teacher shall be assigned to a department in which he/she is certified. The elementary teacher shall be assigned to a primary grade if this is the area he/she taught in before and to an intermediate grade if this is the area of previous assignment. Primary grade means kindergarten through third grade, and intermediate means fourth through sixth grade. Deviation from this must be agreed to by the administrator and the returning teacher.

Normally, the teacher will be assigned to the same position he/she held previously. Teachers shall not gain a step on the salary schedule while on leave. Compensation and other benefits not mentioned shall not be available for teachers on adoptive leave. The Corporation shall continue to pay their portion of the insurance provided for the employee for one hundred twenty (120) days following the last actual day of teaching. If the leave exceeds these one hundred twenty (120) days, that portion paid by the Corporation shall be discontinued. The teacher may exercise the option to keep said insurance in effect by paying the total cost his/herself after the one hundred twenty (120) days have elapsed for a period not to exceed two (2) years from the start of the leave.

## LEGAL LEAVE

If a teacher is summoned to appear in a Court of law or to serve on a jury in a Court of law on a day when school is in session, the Corporation shall pay the difference between the compensation received and the employee's daily rate of pay. The teacher shall continue to receive full pay with the amount of the Court reimbursement subtracted from the last paycheck of the school year.

## GRIEVANCE PROCEDURE

### DEFINITION:

A grievance is an alleged violation or claimed misinterpretation of a specific article or section of this Agreement. Any person or persons covered by this Agreement who have allegedly been grieved upon or the Pioneer Classroom Teachers Association may file a grievance.

### PROCEDURE:

#### Informal Procedure:

The grievant may approach the immediate supervisor concerned and discuss the matter in his own behalf. If the grievant is not satisfied with the results of this meeting, he may proceed to Step One.

#### Step One:

The grievant shall present the grievance in writing to the building principal during non-working hours within five (5) working days of the time that the grievant knew, or reasonably should have known, of the grievance.

- A. The grievance shall:
  1. name the employee involved,
  2. state the facts giving rise to the grievance,
  3. identify the specific provisions of this Agreement alleged to be violated, and
  4. indicate the specific relief requested.
- B. Within five (5) working days after receiving the written grievance, the principal shall communicate his answer in writing to the grievant.

#### Step Two:

- A. If the grievance is not resolved in Step One, the grievant may, within ten (10) working days of receipt of the principal's answer, appeal to the Superintendent by filing at the office of the Superintendent a grievance, the principal's answer, and any written response of the grievant to the answer of the principal. The Superintendent shall receipt the items filed.
- B. The Superintendent, or his/her designee, shall give the grievant an answer in writing no later than ten (10) working days after receipt of any written grievance properly filed with the Superintendent's office.

#### Step Three:

Within ten (10) working days after receiving the decision of the Superintendent, an appeal from that decision may be made to the Board. The Board shall hold a hearing on the grievance at a regular or special meeting and render its decision in writing to the grievant within five (5) working days. But in no case shall the Board hearing be delayed or postponed beyond one (1) calendar month after receipt of the grievance.

#### Step Four:

- A. Within fifteen (15) working days after receipt of a decision of the Board, the Association upon written notice to the Board may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.
- B. The arbitrator may be any individual mutually agreeable to the Board and the Association. If they cannot agree on an arbitrator within ten (10) days after notification is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall govern the arbitration hearing.

- The decision of the arbitrator shall be binding.
- C. The parties agree that no new evidence may be introduced that was not used in steps one, two, and three.
  - D. The fees and expenses of the arbitrator shall be shared equally by the Board and Association. All other expenses shall be borne by the parties incurring such expenses.

#### HEARINGS:

Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Hearings shall be conducted during non-school hours, unless otherwise mutually agreed.

#### TIME LIMITS:

- A. Time limits herein may be extended by mutual agreement in writing and signed by both parties.
- B. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, it will be a sign that the grievance is settled in favor of the employee.
- C. Any grievance which arose prior to the effective date of the Agreement shall not be processed.

#### OTHER PROVISIONS RELATING TO THE GRIEVANCE PROCEDURE:

- A. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- B. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personal file of the participant and are not valid basis for evaluation or consideration or awarding any professional advantage to any teacher.
- C. The grievant may have a representative of his/her choice present at any and all steps of this procedure. If a representative is to be present, the supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting.
- D. The grievance form is found in Appendix "G".

### SUMMER SCHOOL

Teachers of summer school classes approved by the Department of Education and/or requiring instruction by certificated teachers shall be issued a supplemental service teacher's contract. These teachers shall be paid for each hour of instruction at the hourly rate based upon the regular Pioneer School Corporation teacher's contract for the preceding school year for said teacher if requirements are met for state reimbursement for teacher's salaries. Summer school teachers may use accumulated sick leave or personal leave. Proper notification shall be given the building administrator using the same guidelines required during the regular school year.

### SALARY SCHEDULE

#### PREAMBLE:

This Salary Agreement between the Pioneer Classroom Teachers Association and the Pioneer Regional School Corporation is designed to be the basis for a renewed spirit of cooperation and common purpose. Both the contents of this agreement, and the atmosphere in which it was created, provide hope that our school system will continue to rise to new levels of achievement and professionalism.

#### SECTION A:

The PCTA and Corporation agree that the Teacher's Pool for the calendar year, 1993, was two million, five hundred six thousand, eight hundred thirty-one dollars and seventy cents (\$2,506,831.70). This figure includes the following:

1. Teacher Salary Cost

- a. Base Salary
  - b. Extended Contracts
  - c. Personal Days
  - d. College Credits
  - e. TRF (Teacher Retirement Fund)
  - f. Annuity
  - g. Social Security
  - h. Retirement
2. Insurance
- a. Health
  - b. Life
  - c. LTD
  - d. Vision

We are entering into this agreement with the understanding that the items to be paid from the Teacher's Pool (as listed above) are presently being paid from the Applicable Revenues (Appendix "C"). Any items from that list that are not being paid from the Applicable Revenues will continue to be the responsibility of the Corporation.

In addition to the above, the PCTA and Corporation agree that the percent listed in Section B below is also applied to the Corporation's General Fund balance as of January 1, 1993. This figure will be applied to the Teacher's Pool and is available to the PCTA, under the guidelines of Section M below.

#### SECTION B:

The PCTA and Corporation agree that sixty-four point seven percent (64.7%) is rightfully the Teacher's portion of the Applicable Revenues. This percent will be used to increase the Teacher's Pool each school year by applying that percent to all Applicable Incoming Revenue. The Teacher's Pool each calendar year will be applied to the school year beginning in August of that calendar year.

#### SECTION C:

This Teacher's Pool is established with a size of sixty-three (63) teachers. Should the Corporation wish to increase the size of the teaching staff, it must pay the cost of the increase from its portion of the budget for the first school year. Thereafter, it becomes a cost to the PCTA side of the budget.

#### SECTION D:

Applicable Revenues are listed in Appendix "C" along with Non-Applicable Revenues. Should any revenues begin to occur that are not listed in one of those groups and they are intended to help fund the General Fund of the Corporation, then that revenue shall be subject to the percent listed in Section B above. Any disputes regarding this will be subject to the Grievance Procedure in the Master Contract. Revenues from the sale of real property will be negotiated between the PCTA and the Corporation.

#### SECTION E:

If the State of Indiana creates new school fund categories from the General Fund (such as an Energy or "Utility" Fund), the PCTA and Corporation agree that the Teacher's percent in Section B above will be re-negotiated.

#### SECTION F:

Either the PCTA or the Corporation may terminate this Agreement for the following school year by notifying the other by June 1.

#### SECTION G:

The Extra-Curricular Salary Schedule will increase at the same percent as the Teacher Salary Schedule. The creation of new positions or adjustment in pay (other than the increase described in sentence #1 of this section) are still subject to IC 20-29-6 and past procedure.

#### SECTION H:

The PCTA may authorize from its portion of the budget a one-time per year stipend based upon the financial

situation of its portion of the budget.

#### SECTION I:

The Corporation agrees to pursue other available sources of funding (excluding referendum, tax anticipation warrants, or loans of any nature unless mutually agreed upon) as allowed by the State of Indiana. This item was not bargained and is for informational purposes only.

#### SECTION J:

The Corporation will furnish the PCTA with timely and accurate financial reports throughout the year.

#### SECTION K:

The Corporation agrees to provide an increase in the salary schedule (Appendix "A") as proposed by the PCTA at the beginning of the school year. Salary schedule changes will reflect the same individual indices (Appendix "A") as the 1992-93 year unless mutually agreed to the contrary by the PCTA and the Corporation.

#### SECTION L:

Under this Salary Agreement, language items shall be negotiated during the statutory bargaining timeline.

#### SECTION M:

This Salary Agreement will terminate in at the conclusion of the agreement unless both the PCTA and the Corporation mutually agree that it should continue. Either party may initiate reopening of the contract with mutual agreement of the other party for modifications during the life of the agreement.

#### SECTION N:

In the case this Salary Agreement is terminated, all provisions in Sections A through M will be null and void. In the event that each party chooses the option to terminate the Agreement, the parties agree that the Base Salary in effect on the termination date will be maintained until negotiations for a successor contract are completed.

The applicable Salary Schedule is set forth in Appendix "A" of this Agreement.

The applicable Extra-Curricular Compensation Schedule is set forth in Appendix "B" of this Agreement. Extended contracts shall include compensation proportionate to the additional length of the contract involved. Summer school contracts shall include compensation based on the teacher's regular contract for the current school year. An individual teacher's hourly rate of pay is defined by the following formula: Individual Teacher's Base Salary from the prior school year (as per the Salary Schedule) / Number of Teacher Days / 6 hours.

## APPENDIX "A" SALARY SCHEDULE

PIONEER REGIONAL SCHOOL CORPORATION										
SALARY SCHEDULE -2020-2021										
	BASE	\$ 33,301								
						MASTERS		BS+ 45		BS+60
EXPER	INDEX	BS	INDEX	BS+15	INDEX	BS+30	INDEX	MS+ 15	INDEX	MS+30
0	1	\$ 33,301	1.03	\$ 34,300	1.06	\$ 35,299	1.101	\$ 36,664	1.142	\$ 38,030
1	1.036	\$ 34,500	1.069	\$ 35,599	1.101	\$ 36,664	1.142	\$ 38,030	1.183	\$ 39,395
2	1.072	\$ 35,699	1.107	\$ 36,864	1.142	\$ 38,030	1.183	\$ 39,395	1.224	\$ 40,760
3	1.108	\$ 36,898	1.146	\$ 38,163	1.183	\$ 39,395	1.224	\$ 40,760	1.265	\$ 42,126
4	1.144	\$ 38,096	1.184	\$ 39,428	1.224	\$ 40,760	1.265	\$ 42,126	1.306	\$ 43,491
5	1.18	\$ 39,295	1.223	\$ 40,727	1.265	\$ 42,126	1.306	\$ 43,491	1.347	\$ 44,856
6	1.216	\$ 40,494	1.261	\$ 41,993	1.306	\$ 43,491	1.347	\$ 44,856	1.388	\$ 46,222
7	1.252	\$ 41,693	1.3	\$ 43,291	1.347	\$ 44,856	1.388	\$ 46,222	1.429	\$ 47,587
8	1.288	\$ 42,892	1.338	\$ 44,557	1.388	\$ 46,222	1.429	\$ 47,587	1.47	\$ 48,952
9	1.324	\$ 44,091	1.377	\$ 45,855	1.429	\$ 47,587	1.47	\$ 48,952	1.511	\$ 50,318
10	1.36	\$ 45,289	1.415	\$ 47,121	1.47	\$ 48,952	1.511	\$ 50,318	1.552	\$ 51,683
11	1.396	\$ 46,488	1.454	\$ 48,420	1.511	\$ 50,318	1.552	\$ 51,683	1.593	\$ 53,048
12	1.432	\$ 47,687	1.492	\$ 49,685	1.552	\$ 51,683	1.593	\$ 53,048	1.634	\$ 54,414
13	1.468	\$ 48,886	1.531	\$ 50,984	1.593	\$ 53,048	1.634	\$ 54,414	1.675	\$ 55,779
14	1.504	\$ 50,085	1.569	\$ 52,249	1.634	\$ 54,414	1.675	\$ 55,779	1.716	\$ 57,145
15	1.54	\$ 51,284	1.608	\$ 53,548	1.675	\$ 55,779	1.716	\$ 57,145	1.758	\$ 58,543
16	1.576	\$ 52,482	1.646	\$ 54,813	1.716	\$ 57,145	1.758	\$ 58,543	1.8	\$ 59,942
17	1.612	\$ 53,681	1.685	\$ 56,112	1.758	\$ 58,543	1.8	\$ 59,942	1.85	\$ 61,607
18	1.65	\$ 54,947	1.725	\$ 57,444	1.8	\$ 59,942	1.85	\$ 61,607	1.9	\$ 63,272
<b>19</b>	<b>1.683</b>	<b>\$ 56,046</b>	<b>1.7595</b>	<b>\$ 58,593</b>	<b>1.836</b>	<b>\$ 61,141</b>	<b>1.887</b>	<b>\$ 62,839</b>	<b>1.938</b>	<b>\$ 64,537</b>

## PIONEER COMPENSATION MODEL SPECIFICATIONS

*Compensation will be based upon the teacher pool formula. Any teacher rated ineffective or improvement necessary will have the raise s/he would have received returned to the pool for calculation of raises for those who meet the criteria.*

The salary schedule in Appendix A will apply to teachers based upon the following specifications. The salary range for 2019-2020 was \$33,301-63,272. The salary range for 2020-2021 after increases was \$33,301-\$64,537.

Teachers may be eligible to make a row change or a column change if sufficient funds are available and the teacher meets the requirements set forth herein to earn the salary increase. In accordance with Indiana law, no teacher shall ever be eligible to earn a salary increase if the teacher receives an evaluation rating of needs improvement or ineffective during the preceding school year.

1. Requirements to make a column change. For a teacher to make a column change within the salary schedule, the teacher must have: (a) met the academic needs of students by having earned the additional degree/hours required to make the column change, and (b) performed at least one leadership activity from the list set forth below in paragraph 3 during the preceding school year, and (c) did not receive an evaluation rating of needs improvement or ineffective. A teacher who has met the requirements to make a column change may move to the next row down in the applicable column. For example, if a teacher is in Row 7 of the BS + 15 + Leadership column and the teacher earns a Master's degree or BS +30, meets the leadership requirement, and meets the evaluation requirement, then the teacher may move to Row 8 of the MA/BS+30 + Leadership column the following school year. The additional degree/hours attainment is defined as meeting the academic needs of students and will account for 25% of the teacher's salary increase and the remaining 75% of the teacher's salary increase shall be attributable to the teacher meeting the leadership and evaluation requirements.

2. Requirements to move down one (1) row within the same column. If the teacher is not eligible for a column change due to the lack of attaining an additional degree or education hours but the teacher meets all of the following criteria, then the teacher may move down one (1) row in his/her current column. The requirements to move down one row within the same column are as follows: (a) The teacher must perform at least one leadership activity from the list set forth in paragraph 3 below during the preceding school year, and (b) did not receive an evaluation rating of needs improvement or ineffective.

3. Leadership. To meet the leadership criteria to earn a salary increase under either paragraph 1 or paragraph 2 above, a teacher must participate in at least one of the following leadership activities during the preceding school year:

- At least 97% attendance for the school year. The days that will be counted against a teacher's attendance for purposes of this leadership criteria are days taken off by the teacher for personal reasons and days taken off by the teacher for personal illness (except FMLA designated days).
- National Board Certification.
- Unpaid building level committee participation that has been pre-approved by the teacher's building principal.\*
- Unpaid Corporation level committee participation that has been pre-approved by the Superintendent.\*
- Unpaid State level committee participation that has been pre-approved by the Superintendent.\*
- Leadership work within School Corporation initiatives that has been pre-approved by both the Superintendent and the teacher's building principal.\*
- 15 documented PGPs that are not tied to education degree or credit hours.
- Leadership through collaboration meetings with pre-approval of the teacher's building principal.\*
- Teaching an Advanced Placement (AP) Course.
- Teaching a dual credit course.
- Serving as a new teacher mentor with pre-approval from the teacher's building principal.\*
- Serving on a school improvement team committee.
- Membership in a professional association.
- The teacher is an unpaid club sponsor for a school club that has been pre-approved by the teacher's building principal.\*
- Attend two (2) Parent Teacher Organization (PTO) meetings.
- Work unpaid at two (2) extra-curricular events.

- Supervise the Christmas Program or Spring Sing.
- Cover class at least two (2) times for another teacher during your preparation period.
- The teacher is a professional development trainer in a professional development activity that has been pre-approved by the teacher’s building principal.\*
- The teacher supervises student teacher(s) with pre-approval from the teacher’s building principal.\*
- The teacher gets an additional subject endorsement on his/her license.

\*A teacher requesting pre-approval from the designated administrator will do so by sending an e-mail to the administrator. The administrator will then respond to the teacher’s pre-approval request via e-mail.

4. Placement of New Teachers on the Salary Schedule. New teachers who are hired with no previous experience for the school year will be placed on the salary schedule in Row 0 and in their appropriate degree column. New teachers who are hired with previous teaching experience will be placed in the appropriate column that matches their current degree/education and on the row number that matches their current years of experience as verified through Indiana’s TRF (INPRS). For initial placement purposes only, the row numbers will equate to years of teaching experience. The superintendent will have the flexibility to place a new hire up to two rows above or two rows below their experience level.

5. Redistribution of Forfeited Salary Increases During the School Year. Any salary increases that are required to be forfeited by a teacher during the school year due to the teacher being evaluated as needs improvement or ineffective will be redistributed to the Teacher’s Pool.

6. Stipend. For the 2020-2021 school year, all teachers will receive a stipend of \$1,008 paid out in two installments. The first half will be paid out on the check preceding Winter Break. The second half will be paid on the check that precedes Spring Break.

## APPENDIX “B” EXTRA-CURRICULAR SCHEDULE

### SECTION I:

All Extra-Curricular Salaries shall be raised, multiplying the index by the B.A. minimum.

### SECTION II:

Compensation for new positions will be negotiated with the Association. Qualified teachers will be offered the position(s) first (This sentence is for informational purposes and was not bargained).

Summer teaching positions for courses reimbursed by the state will be paid according to their experience and degree position on the salary schedule established for the previous school year. The pay for driver’s education, swimming, and other non-academic summer positions will be determined by the Board.

Pioneer Reg. School Corp.	Base	
This will be used to calculate future contracts.		31588
EXTRA_CURRICULAR POSITIONS	Index	Salary
ATHLETIC FALL		
Cross Country, Varsity Coed	0.073	\$2,306
Cross Country, Varsity Coed Asst.	0.000	\$0
Cross Country, Jr. High Coed	0.026	\$821
Cross Country, Jr. High Coed Asst.	0.000	\$0
Football Varsity	0.198	\$6,254
Football Varsity Asst.	0.079	\$2,495
Football Jr. Varsity	0.079	\$2,495
Football Jr. Varsity	0.057	\$1,801
Football Jr. High	0.057	\$1,801

Football Jr. High Asst.	0.044	\$1,390
Golf Girls	0.066	\$2,085
Volleyball Varsity	0.093	\$2,926
Volleyball Varsity Asst.	0.069	\$2,179
Volleyball, Freshman	0.000	\$0
Volleyball Jr. High	0.036	\$1,137
Volleyball Jr. High	0.036	\$1,137
Volleyball Elem.	0.022	\$695
Volleyball Elem. (Opt.)	0.022	\$695
Total Fall Sports	0.957	\$30,217

#### ATHLETIC WINTER

Basketball Var. Boys	0.205	\$6,476
Basketball Asst. Boys	0.122	\$3,854
Basketball Freshman Boys	0.083	\$2,622
Basketball Eighth Boys	0.066	\$2,085
Basketball Seventh Boys	0.066	\$2,085
Basketball Elem. Boys	0.036	\$1,137
Basketball Elem. Boys (Opt.)	0.036	\$1,137
Basketball Var. Girls	0.205	\$6,476
Basketball Asst. Girls	0.122	\$3,854
Basketball Eighth Girls	0.056	\$1,769
Basketball Seventh Girls	0.056	\$1,769
Basketball Elem. Girls	0.036	\$1,137
Basketball Elem. Girls (Opt.)	0.036	\$1,137
Cheerleaders High School	0.063	\$1,990
Cheerleaders Asst.	0.039	\$1,232
Cheerleaders Asst.	0.039	\$1,232
Cheerleaders Elem.	0.013	\$411

Swimming Var. Boys/Girls	0.120	\$3,791
Swimming Asst. Var	0.054	\$1,706
Swimming Jr. High	0.036	\$1,137
Swimming Jr. High Asst.	0.024	\$758
Swimming, Diving Coach	0.028	\$884
Wrestling Varsity	0.097	\$3,064
Wrestling Asst.	0.039	\$1,232
Wrestling Jr. High	0.024	\$758
Total Winter Sports	1.701	\$53,733

#### ATHLETIC SPRING

Baseball Var.	0.093	\$2,938
Baseball Asst.	0.054	\$1,706
Baseball Jr. High	0.036	\$1,137
Baseball Jr. High Asst.	0.024	\$758
Softball Var.	0.093	\$2,938
Softball Asst.	0.054	\$1,706
Softball Jr. High	0.036	\$1,137
Softball Jr. High Asst.	0.024	\$758
Track Varsity Boys	0.108	\$3,412
Track Varsity Girls	0.000	\$0
Track Var. Asst. Boys	0.049	\$1,548
Track Var. Asst. Girls	0.049	\$1,548
Track Jr. High	0.036	\$1,137
Track Jr. High	0.000	\$0
Track Jr. High Asst.	0.036	\$1,137

Track Jr. High Asst.	0.036	\$1,137
Golf Boys	0.066	\$2,085
Weight Room Coordinator/Supervisor (All School Yr)	0.099	\$3,128
Total Spring Sports	0.893	\$28,210
ACADEMIC TEAMS		
Academic	0.020	\$632
Academic Asst.	0.010	\$316
Robotics	0.024	\$758
Math Bowl Elem.	0.010	\$315
Spell Bowl Elem.	0.010	\$315
Science Bowl Elem.	0.010	\$315
Battle of the Books Elem.	0.010	\$315
Robotics Elem.	0.010	\$315
Total Academic Teams	0.104	\$3,281
Science Fair		\$500
MUSIC		
Auditorium Director	0.062	\$1,959
Director, Inst. Music	0.000	\$0
Asst. Director, Inst. Music **	0.000	\$0
Director, Vocal Music Jr/Sr High	0.000	\$0
Director, Musical	0.040	\$1,264
Asst. Director Musical	0.025	\$790
Director, High School Play	0.025	\$790
Asst. Director High School Play	0.016	\$505
Drill Team **	0.037	\$1,169
Total Music	0.205	\$6,477
SPONSORS		
Senior Class	0.025	\$790
Senior Class	0.025	\$790
Junior Class	0.051	\$1,611
Junior Class	0.051	\$1,611
Junior Class	0.051	\$1,611
Sophomore Class	0.000	\$0
Freshman Class	0.000	\$0
Eighth Grade Class	0.000	\$0
Seventh Grade Class	0.000	\$0
A.F.A	0.000	\$0
Art Club	0.000	\$0
Chess Club	0.000	\$0
F.C.A	0.000	\$0
F.H.A	0.000	\$0
French Club	0.000	\$0
Gold Teens	0.000	\$0
Key Club	0.000	\$0
Happy Homemakers	0.007	\$221
National Honor Society	0.009	\$284
SADD	0.000	\$0
Spanish Club	0.000	\$0
F.F.A.	0.066	\$2,100
F.F.A. Assistant	0.025	\$790
Student Council, H.S.	0.030	\$948
Student Council, H.S.	0.030	\$948
Student Council, Elem.	0.015	\$474

Student Council, Elem.	0.015	\$474
Sunshine Society	0.015	\$474
Sunshine Society	0.015	\$474
Yearbook	0.028	\$884
Total Sponsors	0.459	\$14,484

**OTHER**

Leadership Team HS	0.000	\$1,098
Leadership Team Elem	0.000	\$1,098
Director Guidance	0.000	\$0
Counselor Guidance	0.000	\$0
Shop Maintenance	0.000	\$0
G/T Coordinator	0.000	\$0
Director Traffic High School	0.013	\$411
Detention	0.025	\$800
Elem Website Manager	0.032	\$1,000
HS Website Manager	0.032	\$1,000
Total Other	0.171	\$5,406

MASTER CONTRACT TOTAL: \$141,808

**MILEAGE PAY**

Those individuals who have a teaching assignment that requires travel during the regular teaching day from one building to another shall receive compensation for such travel at the rate designated by the Internal Revenue Service. Distance will be determined by the official State of Indiana map.

**APPENDIX “C”  
APPLICABLE REVENUES**

*Applicable revenues refers to Education Fund revenues*

1510	INTEREST ON EDUCATION FUND INVESTMENTS
3111	BASIC GRANT (STATE)
3111	HONORS

## APPENDIX “D”

### INSURANCE BENEFITS

#### HEALTH INSURANCE:

The Board shall provide all full-time certificated teachers with all of the benefits below:

- A. All plan design benefits shall be determined by mutual consent agreement between the Board and PCTA.
- B. A teacher may select a single policy or family policy.

The Board will contribute toward health insurance:

Single Plan	\$5,000
Family Plan	\$10,000

The carrier of said policy shall be determined by mutual agreement between the Board and PCTA. Currently, The Board and the Association have agreed to be in the MASE Trust. One (1) teacher appointed by the president of the PCTA attends the Trust meetings on behalf of the Association.

The percentages to be paid each group may be changed prior to the start of each of the next two (2) school years, if by mutual consent of the Board and PCTA.

In the event of the death of a certified employee, the surviving dependents have the option of continuing the health insurance for a period of not more than three (3) years; as per law. These dependents shall pay full costs to the school corporation.

Beginning January, 1985, the Board and the Association agree to establish an insurance and fringe benefit committee. The purpose of the committee is stated below:

To investigate and to study health insurance carrier(s) which provide comprehensive coverage for the most competitive premium.

The committee shall be composed of three (3) teachers appointed by the president of the PCTA and three (3) representatives appointed by the Board.

#### GROUP INCOME PROTECTION PLAN:

The Board shall provide full-time certificated teachers an Income Protection Plan providing disability benefits as stated below:

- A. Accident and/or sickness income benefits. Benefits shall begin on the ninety-first (91<sup>st</sup>) day of total disability or illness and shall continue until the teacher reaches the age of sixty-five (65) for any one (1) continuous period of disability. Monthly benefits shall be sixty-six and two thirds percent (66 2/3 %) of the teachers' monthly salary from the Board. The maximum payable monthly benefit to the teacher shall be two thousand five hundred dollars (\$2,500.00).
- B. The Income Protection Plan shall be a standard program subject to the normal restrictions of the carrier.
- C. The Board shall pay all except one dollar (\$1.00) of the premium in the group income protection plan. The effective date will be determined by the parties and the insurance carrier.

#### TERM LIFE INSURANCE PROGRAM:

The Board shall provide each full-time certificated teacher with a Term Life Insurance policy according to the following terms:

- A. A minimum death benefit of thirty thousand dollars (\$30,000), double for accidental death.
- B. The Board shall pay all but twelve cents (\$0.12) of the premium.

C. The carrier of said policy shall be determined by the Board.

## **VISION PLAN:**

The Board shall provide each full-time certificated teacher with a vision plan for a period of up to four (4) years according to the following:

- A. Benefits of a PLAN "A" \$10/\$15 DEDUCTIBLE PLAN.
- B. The Board shall pay all but twelve cents (\$0.12) of the premium.
- C. The carrier for said policy shall be VISION CARE PLAN OF INDIANA.

A committee will be established to study vision insurance premiums versus benefits. The committee will be composed of two (2) people appointed by the PCTA and two (2) members appointed by the Board. If, after consideration of the committee, it is determined that this vision insurance is not beneficial in accordance with the premiums, the plan shall be dropped and another plan shall be recommended to the Board for replacement. The Committee shall convene every two (2) years to evaluate the plan in place and make its recommendation to the Board for continuation, deletion, or change of plan on or before November 1.

## **DENTAL PLAN:**

The Board shall provide access to the MASE Trust Dental Plan at the employee's cost.

## **SECTION 125 FRINGE BENEFITS:**

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. The salary schedule shall include a set aside for Section 125 benefits which includes nontaxable benefits of major medical, long-term disability, short-term disability, Section 79 Life, non-reimbursed medical and dependent care. See Appendix "J" for sample plan document.

Payroll deduction shall be made available to the administrator of the plan for voluntary Universal Life Annuities and Disability coverage when applicable.

The Corporation shall provide the above Section 125 Fringe Benefit Plan to all teachers by January 1, 1990. The Board will select the carrier for said plan.

Any teacher on sabbatical shall have the option of continuing any or all of the above insurance programs subject to any restrictions or limitations imposed by the carrier. The teachers shall pay the full premium cost of each and all insurance programs continued.

Part-time teachers shall receive all benefits listed above on the pro-rated basis.

- A. Part-time teachers may select which benefits they wish to receive.
- B. Proration shall be based on the percentage of full-time employment.

Example: A one-half (1/2) time teacher shall receive one-half (1/2) of the Board contribution that a full-time teacher receives for the same benefit plan. This proration would apply to one-quarter (1/4) time, three-quarter (3/4) time, etc.

The method of purchase currently in existence at the time of the signing of the 1987-88 agreement (direct purchase from the carrier rather than working through a consultant) shall not be changed without mutual consent. This is not meant to refer to the insurance carrier. (Became current language in 1987 as per memo of understanding.)

**APPENDIX “E”**  
**SEA 199 BUYOUT AGREEMENT**  
**(buyout of prior retirement benefits)**

Effective Date: The following amendments are made to the Master Contract between the Pioneer School Corporation and the Pioneer Classroom Teachers Association, hereinafter the “Board” and the “PCTA” respectively, and signed the fourth day of April, 2006. These amendments shall be effective with respect to any teacher retiring on or after July 1, 2006.

**1. Buyout of Retirement Benefits**

1. Elimination of Prior Agreement’s Retirement Benefits - The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier Master Contracts. Exercising this authority, the Board and the Association now confirm that Section “E” entitled “Retirement Benefits”, contained in the Master Contract immediately before this amendment’s effective date are terminated and shall not apply to any teacher retiring from this school corporation on or after July 1, 2006.
2. Vesting Requirements – A teacher shall be fully vested in the retirement benefits described in this Section if the retiring teacher has satisfied the following requirements:
  - a. Has fifteen (15) years of teaching service with Pioneer School Corporation, and is at least fifty-eight (58) years of age during the calendar year of retirement.
  - b. If a teacher’s fifty-eighth (58<sup>th</sup>) birthday falls during the school year, that teacher may elect to retire at the beginning of that school year.
3. Actuarial Determination of Value of the Current Retirement Benefits- The Educational Services Company has been selected to determine the present value of the unfunded retirement benefits described in the prior Master Contract. In making this present value determination, the Educational Services Company shall use the following assumptions:
  - a. Interest Rate. 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-quarter (7.25%) each year thereafter. However, for post-retirement cash flow purposes, a four percent (4%) interest rate shall be used.
  - b. Retirement Age. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-nine (59), or at the end of the current school year, if the individual is already age fifty-nine (59) or older. If an employee does continue employment after the attainment of age fifty-nine (59), the employee does continue to receive all ongoing Board contributions to the annuity to which the employee is entitled.
  - c. Termination Assumption. The Termination Assumption shall be calculated using the Sarinson T3 Actuarial Table agreed to on the Buyout summary sheet.
  - d. Mortality. A mortality discount using the Uninsured Pensioners 1994 Table shall be applied as agreed to on the Buyout summary sheet.
  - e. FICA. The present value of future retirement benefits will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable by the teacher if the benefits would have been paid directly.
  - f. Exclusion of Employees. Teachers hired after July 1, 2006 shall not be entitled to any payment for retirement benefits. In other words, no contribution shall be made for individuals whose first contractual day is after the effective date of this Master Contract.
  - g. 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 herein shall be made into each teacher’s VEBA account. Said VEBA accounts

shall be administered by a vendor mutually agreed upon by the Board and PCTA.

- h. **Retiree Health Insurance.** For purposes of calculating the value of the retirement health insurance found in Section "E", Social Security Bridge Benefit of the 2002-2005 Master Contract, the parties agree to use an assumed annual post-retirement group health insurance cost of three thousand seven hundred and fifty-five dollars (\$3,755.00) for the single premium, with an assumed annual inflation rate of zero percent (0). The parties assumed that the retiree received this benefit from the time of retirement until the date the retiree becomes eligible for full Social Security benefits. The present value of the retiree health insurance benefit was calculated assuming that teachers do not retire until the teacher has met the requirements outlined in Section 2, Vesting Requirements, above.
  - i. **Rehired Employees.** 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 after July 1, 2006. However, if the Board shall have approved a leave of absence of not more than one (1) fiscal year 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.
  - j. **Calculation Date.** The present value of the retirement severance benefits contained in the Prior Agreement shall be calculated as of June 30, 2005.
  - k. **Deposit Date.** Buyout amounts shall be deposited into the teacher's individual accounts on or before July 1, 2006.
4. **Group Health Insurance -** Immediately following retirement, the teacher, and his/her spouse, shall have the option of remaining in the Board's current group health insurance plan if all of the following conditions are met as of the date of retirement and thereafter:
- a. While the retired teacher, spouse and eligible dependents, 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.
  - b. Within ninety (90) days of the retirement date, the teacher has provided a written request to the Board for insurance coverage for the teacher, spouse and eligible dependents, if any.
  - c. When a retired teacher first becomes eligible for full Social Security, the teacher's eligibility to continue to participate in the Board's group health insurance plan shall terminate, if not earlier terminated according to applicable law. This same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for full Social Security. 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 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.
  - d. Teachers may also elect to continue in the term insurance program and the vision insurance package, until the age of full Social Security, but they will be responsible for 100% of the premiums. Payment must be submitted to the Superintendent's Office by September 1 of each school year. Once one or both of these options are dropped the participant will no longer be eligible to participate in the program.

## **B. Buyout Contributions VEBA (Voluntary Employee's Beneficiary Association)**

1. The school corporation shall contribute to a voluntary employee's beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, that amount representing the present value of the following benefits:
  - a. **Retiree Health Insurance.** The amount calculated by Educational Services Corporation as the present value of those benefits as calculated for the Retiree Health Insurance in Section A. 3. (h) above.
  - b. **Social Security Bridge.** The amount calculated by Educational Services Corporation as the present value of those benefits as calculated for the Social Security Bridge Benefit Phase-Out Program schedule # 6 above.
2. The terms and conditions for the administration and operation of the VEBA shall be as follows:
  - a. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his/her account shall be invested

- among the investment options made available by the vendor for the VEBA.
- b. Until such time that a teacher has retired and satisfied the eligibility requirement set forth in this Section, the teacher shall have no access to the assets held in his/her separate VEBA accounts.
- c. If a teacher retires, or otherwise terminates employment, before satisfaction of the requirements set forth in this Section, the terminated teacher's VEBA account shall be forfeited. Teachers whose positions are eliminated by a reduction in force shall not forfeit their individual VEBA account assets until their rights to recall have expired. Teachers who are reduced and who are eligible for and fully vested in the retirement benefits buyout shall be entitled to all monies in his or her buyout at the time he or she is removed from the recall list. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. 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 teachers will not share in the reallocation of a forfeiture of a VEBA account:
  - i. Teachers who forfeited their VEBA accounts in the same year;
  - ii. Teachers who previously forfeited their VEBA accounts; and
  - iii. Teachers who have attained the age of fifty-nine (59) before the year of the reallocated forfeiture.
- d. Following retirement and the satisfaction of the requirements set forth in this Section, a retired teacher may use the amounts held in his/her separate VEBA account to pay health care benefits to the employee, the employee's spouse, and the employee's dependents, subject to the restrictions and limitations of the Internal Revenue Code.
- e. The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

**C. Accumulated Unused Paid Leave Days.**

1. The amount calculated by Educational Services Corporation as the present value of those benefits as calculated for the accumulated unused sick leave days shall be deposited into an unallocated group VEBA account. The investment responsibility and decisions for this account shall be borne by a committee of teachers and administrators in a ratio of 3:1 respectively. Retirement benefits for accumulated unused sick leave days shall be deposited into the teacher's individual VEBA account on their last day of active teaching. Teachers shall receive contributions for each unused sick day according to the following schedule:

Accumulated days	2002 & thereafter
1 to 49	the greater of \$20.00 or 30% of pay for a certificated sub
50 to 99	the greater of \$30.00 or 50% of pay for a certificated sub
100 to 170	the greater of \$40.00 or 70% of pay for a certificated sub

2. The terms and conditions for the administration and operation of the unallocated VEBA shall be as follows:
  - a. Until such time that a teacher has retired and satisfied the eligibility requirement set forth in this section, the teacher shall have no access to the assets held in the unallocated VEBA account.
  - b. If a teacher retires, or otherwise terminates employment, before satisfaction of the requirements set forth in this Section, the terminated teacher's VEBA account assets shall be forfeited. Teachers whose positions are eliminated by a reduction in force shall not forfeit their individual VEBA account assets until their rights to recall have expired. Teachers who are reduced and who are eligible for and fully vested in the retirement benefits buyout shall have all assets that have accumulated on his/her behalf transferred to his/her individual VEBA account.
  - c. Following retirement and the satisfaction of the requirements set forth in this Section, a retired teacher may use the amounts held in his/her separate VEBA account to pay health care benefits to the employee, the employee's spouse, and the employee's dependents, subject to the restrictions and

- limitations of the Internal Revenue Code.
- d. The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.
3. The first \$2000 of benefits under the Buyout Contributions shall be shown on the teacher's last contract as salary for Indiana State Teachers' Retirement Fund purposes as an amount paid in contemplation of retirement pursuant to IC 5-10.2-4-3.
  4. The parties agree that this Section, or any other provision of this Master Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current teacher, future teacher, prospective teacher or applicant beyond the expiration of this Master Contract. Therefore, except as otherwise limited by applicable law, it is understood that the Board and the Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Section shall not affect the retirement benefits of teachers who have already received or are receiving benefits pursuant to this Section.

### **SECTION 403(b) PLAN**

1. Pioneer Regional School Corporation shall provide an annuity for each employee. The amount contributed will be two and a half percent (2.5%) of each employee's regularly scheduled salary (excluding extra-curricular and extended contract costs).
2. The Board and PCTA agree to form a Section 403(b) Committee to study and mutually agree to the vendor who will administer the employer's contribution.
3. Employer contributions made on behalf of the employee shall immediately vest with the employee.
4. After a vendor is mutually selected, deposits will be made on a monthly basis into an individual account for the employee.
5. In the event of the death of the employee, all benefits shall be paid to the beneficiary named with the Indiana State Teacher Retirement Fund.

**APPENDIX “F”**

**GRIEVANCE REPORT FORM**

**PIONEER REGIONAL SCHOOL CORPORATION**

Step \_\_\_\_\_

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

Building \_\_\_\_\_

Assignment \_\_\_\_\_

A. Date cause of grievance occurred:

B. Statement of Grievance:

C. Articles of this Agreement violated:

D. Relief sought:

E. Disposition at this Step:

F. Grievant and/or Association position:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Date

**APPENDIX “G”**  
**ADDITIONAL COLLEGE HOURS**  
**AND COLLEGE CREDIT HOURS**

A teacher of the Pioneer School Corporation who has earned one (1) or more semester hours of approved credit between September 1 and August 31 and is employed by the Pioneer School Corporation will be reimbursed the sum of thirty dollars (\$30.00) per semester hour of completed and approved course work. One (1) quarter hour of work equals two-thirds (2/3) of one (1) semester hour of course work. All work must be approved by the Superintendent of Schools prior to the beginning of the work. Grade reports for all completed and approved work must be on file in the Superintendent’s Office before a claim may be paid.

College credit hours earned toward the Masters + 15 and the Masters + 30 salary scales must be earned after the Bachelor’s degree has been acquired. If, in the course of a semester, a person needs less than a “full semester load” to complete his/her Masters degree, he/she may, upon proof of this from his/her college counselor, take additional hours to be applied toward the Masters + 15 pay scale. Proof of hours completed must be submitted to the Superintendent’s Office by August 1 in order to move to a higher pay scale.

Teachers earning college credit hours from September 1 to August 31 shall present a transcript to the Superintendent verifying the credit hours earned. Every reasonable effort will be made to advise the Superintendent by September 1 and February 1 of each school year of credit hours earned. An addendum shall be attached to such a teacher’s contract prior to the last pay date of the school year reflecting an increase of thirty dollars (\$30.00) for each college credit earned. Payment for paperwork submitted by November 1 shall be made by December 1.

**APPENDIX “H”**  
**EXTENDED CONTRACTS**

Extended contracts shall be issued for the following positions for summer employment Each new school year officially begins on the first regularly scheduled school day as specified by the adopted school calendar. Compensation for the additional days will be added to the regular contract salary and paid as part of the teacher’s regular twenty-six (26) pay schedule. The following extended contract positions will be paid based on the index listed next to each position. The stipend for these positions will be calculated by multiplying the individual teacher’s base salary by the index for the position. Information within this provision that relates to anything other than the compensation for extended contracts was not bargained and is included for informational purposes only.

**POSITIONS:**

1. Director, Summer Guidance – 0.08152 (15 days)
  2. Counselor, Summer Guidance – 0.05434 (10 days)
  3. Director, Summer Instrumental Music – 0.08152 (15 days)
  4. Director, Summer Vocal Music – 0.02717 (5 days)
  - \*\* 5. Assistant Director, Summer Marching Band – 0.06522 (12 days)
  6. Media Center Directors - 0.02717 (5 days) for each Media Center Director
- \*\* Indicates monies that can be used by the Director of Summer Instrumental Music to pay Auxiliary Band Staff on an hourly basis, if the position is not filled.

**APPENDIX "I"**  
**SECTION 125**

I, \_\_\_\_\_, EMPLOYEE, UNDERSTAND THAT MY EMPLOYER, \_\_\_\_\_, IS PROVIDING \$ \_\_\_\_\_ PER MONTH FOR THE PURCHASE OF FRINGE BENEFITS AS PART OF A CAFETERIA PLAN FRINGE BENEFIT PROGRAM UNDER SECTION 125 OF THE INTERNAL REVENUE CODE.

I ALSO UNDERSTAND THAT THE PURPOSE OF THIS PROGRAM IS TO ALLOW EMPLOYEES TO SELECT THEIR FRINGE BENEFITS WITHIN THE GUIDELINES OF THE REVENUE ACT OF 1978 AS AMENDED, AND THAT I MAY SELECT EITHER TAXABLE OR NONTAXABLE BENEFITS, OR A COMBINATION OF BOTH. IT IS UNDERSTOOD THAT IF IT IS NECESSARY TO HAVE ADDITIONAL AMOUNTS OF PAYROLL DEDUCTED FOR THE BENEFITS SELECTED, THOSE AMOUNTS WILL BE SUBJECT TO FEDERAL INCOME TAX AND FICA TAXATION.

LISTED BELOW ARE THE BENEFITS AVAILABLE UNDER THE FRINGE BENEFIT PROGRAM AND THE TOTAL MONTHLY COST OF EACH BENEFIT. PLEASE INDICATE WHICH BENEFITS YOU WISH TO SELECT. THE BENEFITS SELECTED WILL REMAIN IN EFFECT FOR THE PLAN YEAR FROM \_\_\_\_\_ TO \_\_\_\_\_.

**PAYROLL DEDUCTION**

BENEFIT*	TOTAL COST	EMPLOYER PAID	(IF NEEDED)
___ MEDICAL -	_____	\$ _____	\$ _____
<b><i>EMP. &amp; DEP.</i></b>			
___ DISABILITY -	\$ _____	\$ _____	\$ _____
<b><i>INCOME</i></b>			
___ GROUP LIFE -	\$ _____	\$ _____	\$ _____
<b><i>INS. (SEC. 79)</i></b>			
___ DENTAL -	\$ _____	\$ _____	\$ _____
<b><i>SINGLE &amp; FULL FAMILY</i></b>			
___ CASH	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

\*I UNDERSTAND THAT THE SELECTION OF A BENEFIT AND THE INDICATION THAT A PREMIUM IS TO BE PAID DOES NOT NECESSARILY INCLUDE ME IN THE INSURANCE PORTIONS OF THIS PROGRAM. IN MOST INSTANCES AN APPLICATION FOR INSURANCE MUST ALSO BE COMPLETED.

THIS ELECTION FORM WILL REMAIN IN EFFECT AND CANNOT BE REVOKED OR CHANGED DURING THE PLAN YEAR, UNLESS THE REVOCATION AND NEW ELECTION ARE ON ACCOUNT OF AND CONSISTENT WITH A CHANGE IN FAMILY STATUS (E.G., MARRIAGE, DIVORCE, DEATH OF SPOUSE OR CHILD, BIRTH OR ADOPTION OF CHILD, AND TERMINATION OF EMPLOYMENT OF SPOUSE.)

DATE \_\_\_\_\_ SIGNATURE OF EMPLOYEE \_\_\_\_\_

## AUTHORIZATION

Except as this Agreement shall otherwise provide as outlined herein, rules, regulations, practices, and/or policies of the Board in force shall continue to be so applicable during the term of this Agreement.

In witness thereof the Board has caused this Agreement to be signed by its President, attested to by its Secretary, and its corporate seal to be placed hereon, and the Association has caused this Agreement to be signed by its President and Vice President.

PIONEER REGIONAL  
SCHOOL CORPORATION  
BOARD OF TRUSTEES

Ratified on: \_\_\_\_\_

by \_\_\_\_\_  
President

by \_\_\_\_\_  
Secretary

by \_\_\_\_\_  
Superintendent

PIONEER CLASSROOM  
TEACHERS ASSOCIATION

Ratified on: \_\_\_\_\_

by \_\_\_\_\_  
President

by \_\_\_\_\_  
Vice President