MASTER CONTRACT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES
OF THE
NORTH HARRISON COMMUNITY SCHOOL CORPORATION

AND

THE NORTH HARRISON CLASSROOM TEACHERS' ASSOCIATION

July 1, 2021 to June 30, 2023

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PREAMBLE

The undersigned representatives of the Board of School Trustees of the North Harrison Community School Corporation and the North Harrison Classroom Teachers' Association hereby agree to the following:

ARTICLE I

RECOGNITION

In accordance with the acts of 1973 Public Law 217, the Board recognizes the North Harrison Classroom Teachers' Association as the exclusive representative of the certified school employees in the following bargaining unit:

- A. All full time certified school employees, as defined in Indiana Code, in the North Harrison Community School Corporation, excluding:
 - 1. All supervisors, the Superintendent, Assistant Superintendent, Principals and Assistant Principals;
 - 2. All directors that evaluate other North Harrison employees, the Special Education Director and Athletic Director; and,
 - 3. All head coaches who make a written evaluation and recommend assistants for the following sports: football, boys' basketball, girls' basketball, boys' baseball.
- B. The Board agrees to recognize the Association until the loss of a certified election is submitted within the provisions of Public Law 217.

ARTICLE II

DEFINITIONS

- A. Definitions: The terms set forth in this document shall have the meanings set forth below:
 - 1. <u>Accumulated Sick Days:</u> The total of the unused sick days that a certified school employee has at the end of the contract year.
 - 2. <u>Agreement:</u> The Master Contract between the Board of School Trustees of the North Harrison Community School Corporation and the North Harrison Classroom Teachers Association for the period of July 1, 2021, through June 30, 2023.
 - 3. <u>Association:</u> The school employee organization which has been certified or recognized as the exclusive representative of said certificated school employees, or the person or persons duly authorized to act on behalf of such representative.
 - 4. <u>Board:</u> The Board of School Trustees of the North Harrison Community School Corporation and any person(s) authorized to act for said body in dealing with its employees.
 - 5. <u>Certified school employee(s):</u> The certificated personnel (teachers) employed by the Board in the bargaining unit as defined in Article I of this Agreement.
 - 6. <u>School Corporation:</u> The North Harrison Community School Corporation located in Harrison County, State of Indiana.
 - 7. <u>Regular Teacher Contract:</u> The contract prescribed by Indiana Code which all certificated school employees sign annually to secure employment with the School Corporation.
 - 8. *Full-time Employment:* The employment on a regular (daily) basis of not less than three and one-half (3½) hours per day.

ARTICLE III

GRIEVANCE PROCEDURE

This Grievance Procedure, hereinafter referred to as "Procedure," stipulates the conditions and the procedures by which grievances alleged by certain certified school employees, as defined in this Agreement, shall be processed. If any such grievances arise, the grievances shall be addressed in accordance with the following procedure:

- A. Definitions: The terms contained in this Article shall have the meanings set forth below:
 - 1. <u>Day:</u> A day when used in this Article shall mean calendar days. Each step of the grievance procedure may be increased by as many as ten (10) days for any action/response required over summer break.
 - 2. <u>Grievance:</u> An alleged violation of an express provision contained in this Agreement in its application or interpretation, except where such provision is exempt from this procedure.
 - 3. <u>Grievant:</u> The certified school employee directly affected by the alleged violation of a provision in this Agreement that is making a claim.
 - 4. <u>Superintendent:</u> The chief administrative officer of the School Corporation, or any person(s) designated by him or her to act in his or her behalf in dealing with certified school employees.
- B. <u>Grievance Classifications:</u> The following represents the different classifications for filing a grievance under the terms of this Agreement:
 - 1. <u>Individual:</u> Any person covered by this Agreement can file a grievance under this procedure.
 - 2. <u>Joint:</u> The Association and an individual may file a joint grievance. The Association President and the Grievant shall sign the initial grievance form. Thereafter, the Association President may sign on behalf of the Grievant.
 - 3. <u>Class Action:</u> The Association shall have the right to file a class-action grievance if an alleged grievance affects more than two (2) certified school employees. The Association President shall sign any class action grievance on behalf of the Association.

There shall be no acts of reprisal, threat, intimidation or coercion made against any certified school employee expressing a desire to, or filing a grievance under this Agreement. There also shall be no acts of reprisal, threat, intimidation or coercion made against any certified school employee participating in the processing of a grievance under this Agreement.

- C. <u>Complaint Procedure:</u> The following procedure shall be implemented to address complaints:
 - 1. Complaints concerning school personnel will be referred to the immediate Supervisor for consideration. After initial review of the complaint, followed by appropriate discussion and investigation, unresolved complaints will be submitted in writing on form #1312. Copies of form #1312 are available in the office of each building Principal and at the office of the Superintendent.
 - 2. Consideration of any complaint will begin with the person about whom the complaint is lodged and his/her immediate supervisor. The supervisor will attempt to reach resolution of the complaint to the satisfaction of the Grievant. The route of appeal for the Grievant will follow the chain of command. If initiated by the administrator, the appeals will follow the order as set forth in the grievance section of this Agreement.
 - 3. The supervisor, in treating the complaint will:
 - a. Gather information from both parties to the complaint;
 - b. Cause the complaint and relevant information to be written;
 - c. Provide for privacy and confidential handling of the matter; and,
 - d. Submit a report of the disposition of each case to the Office of the Superintendent.
 - 4. Building administrators shall review the building files of certified school employees annually and shall remove and destroy any material which is no longer pertinent to the teaching performance or other duties of the certified school employees. A certified school employee may, on an annual basis, request that an administrator review specific items in his/her file for possible removal and destruction.

D. Complaint Administrative Procedure:

1. Step One:

a. Within twenty (20) days of the time that the Grievant knew, or reasonably should have known of the grievance, the Grievant shall informally discuss the grievance with the building Principal. Within ten (10) days after presentation of the grievance, the building Principal shall orally answer the Grievant. The Grievant shall have the right to have an Association representative present at such meeting if he/she so desires.

2. Step Two:

a. Within ten (10) days of the oral answer, if the grievance is not resolved, it may be stated in writing, signed by the Grievant and submitted to the building Principal on the form provided as Appendix E of this Agreement.

- b. The grievance shall:
 - 1. Name the certified school employee involved;
 - 2. State the facts giving rise to the grievance;
 - 3. Identify the specific provisions of this Agreement alleged to be violated;
 - 4. State the contention of the Grievant with respect to the grievance; and,
 - 5. Indicate the specific relief requested.
- c. Within ten (10) days of receiving the written grievance, the Principal shall communicate the individual's answer in writing to the Association and Grievant.

3. <u>Step Three:</u>

- a. If the grievance is not resolved in Step Two, the Association or Grievant may, within ten (10) days of receipt of Principal's answer, appeal to the Superintendent by filing the grievance and the Principal's answer, along with any written response of the Association or Grievant to the answer of the Principal, with the Superintendent's Office
- b. The Superintendent shall give the Association and Grievant an answer in writing no later than fifteen (15) days after receipt of any written grievance properly filed with the Superintendent's office.

4. Step Four:

- a. Within fifteen (15) days after receiving the decision of the Superintendent, an appeal of the 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 fifteen (15) days after the first subsequent regular meeting following the hearing.
- b. The hearing shall be conducted at a mutually agreeable time and place, which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

E. Time Limits:

- 1. The time limits set forth in this Article of the Agreement may only be extended by the written mutual agreement of the Board and Association. However, each step may be increased by as many as ten (10) days for any action/response required over summer break.
- 2. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the Grievant shall then have the right to appeal at the next step of the procedure.
- 3. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the answer at the previous step.

4.	Any grievance not presented in step one within twenty (20) days of the time the Grievant knew, or reasonably should have known, of the grievance, shall be deemed waived and shall not be processed.

ARTICLE IV

LEAVES

A. Paid Time Off:

- 1. Certified school employees shall notify their Principal, or the Principal's designee, as early as possible when it will be necessary for them to be absent from school for personal illness.
- 2. Certified school employee leave is classified as Paid Time Off (PTO) rather than sick and personal leave. Certified school employees will receive 13 PTO days per year. Any PTO days remaining will be rolled into "Accumulated Sick Leave" at the end of the contract year. Accumulated Sick Leave is available to a certified school employee AFTER available PTO for the current year has been used. Total Sick Leave days will accumulate to 75 with buy-back provisions remaining as in past contracts. The transition will take place on January 1, 2019. Accrued leave (PTO, Accumulated Sick Leave Leave) must be used before an absence will be unpaid.
- 3. Paid Time Off may be used by certified school employees in the event that serious illness or hospitalization of an immediate family member makes the certified school employee's absence from school necessary. For purposes of this Section, "Immediate Family Member" shall be interpreted to include the following: father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, or anyone living in the certified school employee's home. Under special circumstances requiring his or her assistance, certified school employees may use PTO leave related to the serious illness or hospitalization of a grandparent, grandchild, a stepshild, a stepsibling, or a stepparent. PTO days can be used for pregnancy, childbirth, or adoption; It may also be used for funerals that do not qualify under the definition of bereavement leave.
- 4. Certified school employees using ten (10) or more continuous leave days may be required to produce a physician's statement based on a medical examination substantiating the personal illness or quarantine. Certified school employees using ten (10) or more continuous leave days in the event of a serious illness or hospitalization of an immediate family member may be required to produce a physician's statement based on medical examination substantiating the serious illness or hospitalization of the immediate family member.
- 5. PTO days can be used for conducting personal business of such a nature that it cannot be performed on a Saturday, Sunday, or before or after school hours. Requests for PTO for personal business should be made to building administrator at least five days in advance unless for reason of illness, an emergency, family crisis, or other unusual circumstance. A certified school employee may not use more than three (3) consecutive PTO days for personal business at one time. If there is a special circumstance (other than illness) that requires a pre-planned absence of more than three days, it should be submitted to the building administrator for prior

- approval. PTO leave shall be granted in accordance with the provisions of State Law and the opinion of the Attorney General.
- 6. Notification of Requests for Days Before or After a Holiday or Break:
 Unless there is an unexpected illness, emergency, or unusual circumstance, requests for days before or after a holiday or break require prior written approval of the Superintendent or designee. All requests should first be approved by the building administrator. Every effort should be made to make these requests one month prior to the holiday or break.

B. Accumulated Sick Leave Bank:

- 1. The purpose of the sick leave bank is to relieve certified school employees from undue financial burdens due to absences from work on a long-term basis due to illness, injury or incapacitation sufficiently severe that it would make their presence at school not advisable. The sick leave bank may only be used for the illness of its members.
- 2. The Board will not contribute any days to the sick leave bank. Only member's actual days may contribute to create the sick leave bank. Membership in the sick leave bank will be open to all certified school employees. A member shall be defined as a certified school employee who has made a contribution of one (1) day of leave to the sick leave bank at the appropriate time of enrollment. Enrollment shall be open until September 30th of each school year. No current member will be required to contribute a day if the total number of days in the bank exceeds eighty (80) days.
- 3. If a certified school employee has accumulated seventy-five (75) unused sick days, then he/she may voluntarily contribute up to three (3) additional days of the unused sick days to the bank, in addition to certified school employee's normal contribution. In the event that the sick leave bank is not open, the certified school employees who accumulate seventy-five (75) unused sick days may voluntarily contribute up to three (3) days per year to the sick leave bank.
- 4. In the event that the sick leave bank exhausts all of the unused sick days during the school year, the sick leave bank committee will contact participating members and request that they contribute one (1) day in order to maintain membership in the bank. The sick leave bank committee can request only one (1) re-enrollment from its membership during a particular school year.
- 5. A certified school employee that is a member of the sick leave bank may not use more of the sick leave bank's days during a contract year than the total of his/her own individual accumulated sick leave days that the certified school employee had at the beginning of the school year. However, certified school employees with major medical problems verified by their physicians, who have used up their regular sick leave as well as their sick leave bank days for which they were eligible, shall be able to make a subsequent request for sick days from the second-tier sick leave bank. The second-tier sick leave bank will allow certified school employees to

donate days to another certified school employee who has used all his/her sick days and sick leave bank benefits for a catastrophic event and/or illness and who no longer has any benefits. Participation in the second-tier sick leave bank shall be subject to approval by the sick leave bank committee and shall be completely voluntary. The second-tier sick leave bank will always remain empty until such catastrophic event and/or illness happens to a certified school employee that is a member of the sick leave bank. The maximum number of days that can be drawn from the second-tier sick leave bank shall not exceed ninety (90) days. The extra sick leave bank days may run consecutively regardless of the school year the sick bank days are used by the certified school employee.

- 6. An individual member wishing to use the sick leave bank must wait at least two (2) working sick leave days without pay before use of the sick leave bank will be authorized under any of the above conditions; these days are not reclaimable from the sick leave bank. The two (2) day waiting period shall be waived for members who contract mumps, scarlet fever, measles or chicken pox.
- 7. Each use of the sick leave bank must be supported by a written request from the certified school employee requesting to participate. A physician's statement substantiating the absence from work is needed.
- 8. At the conclusion of each school year, the unused days in the sick leave bank will be carried over to the next school year. The maximum number of days in the sick leave bank will be one hundred fifty (150) days, plus an additional number of days equivalent to the number of participants enrolled. In addition, an additional ninety (90) days for major medical issues as outlined in Article IV, Section B (5) of this Agreement.
- 9. The sick leave bank shall be administered by a committee of two (2) members elected by the membership and two (2) members appointed by the Superintendent. Each committee member shall be elected/appointed for one (1) year and may be re-appointed to each succeeding year.
 - a. Vacancies on the committee shall be filled before the next meeting. Should any committee member of this committee become unable or unwilling to fulfill his/her duties, the remaining committee may declare his/her position vacant by a majority vote.
 - b. The entire membership of the committee shall select one (1) of their members to act as chairperson for the duration of the year.
 - c. The committee will meet during the school year as needed. Special meetings may be called by the chairperson or at the request of the committee members. A majority of committee members will be required for any official action of the committee.

d. Any participating member in the sick leave bank who has exhausted his/her accumulated sick leave and who also has used two (2) uncompensated sick leave days is eligible to apply to the sick leave bank committee for compensation for further absences from work during the current contract year pursuant to the conditions of sick leave bank use listed above.

D. Bereavement Leave:

1. Each certified school employee shall be granted five (5) days of bereavement leave to be used for a death of an immediate family member. The five (5) days of bereavement leave shall be "school days." The initiation and use of bereavement leave shall be at the certified school employee's discretion, but must be taken within thirty (30) calendar days of the death of the certified school employee's immediate family member. Use of bereavement leave days beyond the thirty (30) calendar day period shall be subject to approval at the discretion of the Superintendent. Within these parameters, the certified school employee's professional and personal judgment will determine the use of these days. For purposes of this Section, "Immediate Family Member" shall mean the certified school employee's father, stepfather, mother, stepmother, father-in-law, mother-in-law, brother, stepbrother, sister, stepsister, husband, wife, child, stepchild, grandmother, grandfather, grandchild, daughter-in-law, son-in-law, sisterin-law, brother-in-law, aunt or uncle (who is a brother or sister of the certified school employee's parents), or anyone living in the home of the certified school employee. Bereavement leave days shall not be deducted from the accumulated sick leave bank. Additional bereavement days may be approved by the Superintendent for unusual circumstances. The Superintendent will consider requests for additional days on a case-by-case basis.

E. <u>Absence for Court Duty:</u>

1. Certified school employees will be excused for jury duty or when subpoenaed for any legal proceedings. The certified school employee shall turn in his/her check for such service or appearance to the Superintendent's Office and will receive full pay from the School Corporation for the days the certified school employee is absent from school for Court duty.

F. Maternity Leave:

1. Any certified school employee who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notified the Superintendent, in writing, at least thirty (30) days before the date on which she desires to start her leave; the certified school employee also notified the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the certified school employee shall be granted a leave, as otherwise

- provided in this Section, immediately upon her request and certification of the emergency from an attending physician.
- 2. The certified school employee is not entitled to take accumulated sick leave days when the certified school employee's physician certifies that the individual is capable of performing the certified school employee's regular duties. The certified school employee is entitled to complete the remaining maternity leave without pay. Maternity leave will be for a period of time that does not exceed one (1) year.
- 3. A certified school employee on maternity leave shall be offered a position for which she is certified upon return from maternity leave. If a certified school employee on maternity leave refuses the position offered, the School Corporation shall have no further obligation to return the certified school employee to work in the School Corporation. Sixty (60) days prior to the intended date of return, the Superintendent will make a written inquiry to the individual exercising maternity leave and the certified school employee shall have ten (10) days to notify the Superintendent or the Superintendent's Office of intent to return. Prior to the first day of teaching following maternity leave, the certified school employee must submit a written statement from her attending physician indicating that she is medically able to return to work. (This statement may be obtained any time after the birth of the individual's child).
- 4. If for any reason the use of maternity leave becomes unnecessary for a particular certified school employee, the Board shall return the certified school employee work earlier than the beginning of the semester following the maternity leave as originally granted, only upon the certified school employee's request, and when a vacancy for which the certified school employee is qualified becomes available.
- 5. All or any portion of leave taken by a certified school employee because of temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. Any such leave shall be governed by the provisions of the Section that addresses the sick leave policy.
- 6. A certified school employee granted maternity leave must have completed one hundred twenty (120) days on the current contract to gain advancement on the salary schedule and seniority.
- 7. Sick leave taken prior to the commencement day of the maternity leave will be counted toward advancement on salary and seniority.
- 8. Within the stipulations outlined above, maternity leave may be taken without jeopardy to re-employment, retirement and salary benefit, tenure and seniority rights.

G. Adoption Leave:

1. A certified school employee, upon request, shall receive adoption leave, without pay, for a period not to exceed one (1) year.

- 2. A certified school employee on adoption leave shall be offered a position for which he/she is certified upon return from adoption leave. If a certified school employee on adoption leave refuses to accept the position offered, the School Corporation shall have no further obligation to return the certified school employee to work in the School Corporation. Sixty (60) days prior to the intended date of return, the Superintendent will make a written inquiry to the individual exercising adoption leave and the certified school employee shall have ten (10) days to notify the Superintendent or the Superintendent's Office of intent to return.
- 3. If for any reason the adoption leave should become unnecessary, the Board shall return the certified school employee to work earlier than the beginning of the semester following the leave as originally granted, only upon the certified school employee's request, and when a vacancy for which the certified school employee is qualified becomes available.
- 4. While on adoption leave, the certified school employee may continue his/her membership in the medical insurance plan, provided that he/she makes the necessary arrangements for payment of the total premium with the Superintendent's Office, and providing that the insurance provider approves the continuation of coverage.
- 5. A certified school employee granted adoption leave must have completed one hundred twenty (120) days on the current contract to gain advancement on the salary schedule and seniority.
- 6. Within the stipulations outlined above, adoption leave may be taken without jeopardy to re-employment, retirement and salary benefits, tenure, and seniority rights.

H. Study Leave:

- 1. Upon application, a leave of absence for up to one (1) year shall be granted to any certified school employee, for the purpose of engaging in study at an accredited college or university. If the training is to be outside the certified school employee's present teaching field, the certified school employee must obtain prior approval from the Superintendent. (A certified school employee requesting a second period of Study Leave in any field of study within a ten (10) year period must have approval from the Superintendent.)
- 2. A certified school employee on study leave shall be offered a position for which he/she is certified upon return from leave. If a certified school employee on study leave refuses the position offered, the School Corporation shall have no further obligation to return the certified school employee to work in the School Corporation. Sixty (60) days prior to the intended date of return, the Superintendent will make a written inquiry to the individual exercising study leave and the certified school employee shall have ten (10) days to notify the Superintendent or the Superintendent's Office of intent to return.

- 3. A certified school employee granted study leave must have completed one hundred twenty (120) days on the current contract to gain advancement on the salary schedule and seniority.
- 4. If for any reason the study leave becomes unnecessary, the Board shall return the certified school employee to work earlier than the beginning of the semester following the leave as originally granted only upon the certified school employee's request and when a vacancy for which the certified school employee is qualified becomes available.

I. Short-Term Leave:

- 1. The Board may grant and approve a short-term leave of absence to a certified school employee without pay, when conflicts arise that cannot be resolved, in advance. Short term unpaid leave can be utilized for a period that shall not exceed one (1) year. The Superintendent may grant an exception to the time limitation set forth herein, for a period that extends no more than one (1) additional year.
- 2. A certified school employee on short-term unpaid leave shall be offered a position for which he/she is certified upon return from the short-term unpaid leave. If a certified school employee on short-term unpaid leave refuses the position offered, the School Corporation shall have no further obligation to return the certified school employee to work in the School Corporation. Sixty (60) days prior to the intended date of return, the Superintendent will make a written inquiry to the individual exercising short-term unpaid leave and the certified school employee shall have ten (10) days to notify the Superintendent or the Superintendent's Office of intent to return.
- 3. For the purpose of retirement, a certified school employee who will qualify for the Rule of 85 ("Rule of 85" refers to the sum of the certified school employee's age and years of experience) and wishes to retire as soon as he/she reaches the qualification age shall be granted a short-term unpaid leave at the beginning of the semester in which he/she intends to retire. A certified school employee intending to exercise short-term unpaid leave at the beginning of the semester in which he/she intends to retire shall provide written notice of the intention to retire to the Superintendent in accordance with the provisions set forth in this Agreement.
- 4. A certified school employee who was scheduled to be on leave as provided in this Agreement, when the School Corporation was subsequently closed or bus transportation was not provided due to inclement weather, shall not be charged with having used the leave, unless the certified school employee's replacement is on a temporary contract.

ARTICLE V

PRACTICES and PROCEDURES

A. <u>Organizational Affairs:</u>

The President of the Association, or his/her designee, may be released from his/her normally assigned duties without loss of pay, sick leave, or personal leave for a period of ten (10) days during the school year. Such time shall be used only in increments of one-half (1/2) or one (1) full school day. The Board shall be notified of intent to take an Association day not less than twenty-four (24) hours prior to the time of the absence.

B. <u>Summer School:</u>

- 1. Certified school employees on summer school/intercession employment shall be eligible to use PTO, and bereavement leave on the same basis as is used during the regular school year. (The law states that each school year is defined as a twelve (12) month period from July 1 through June 30). The number of PTO days a certified school employee has accumulated is not increased due to summer employment. One (1) leave, or one (1) bereavement day while teaching summer school will be counted as one-half (½) of a regular school day for purposes of allowable leave under this Agreement.
- 2. The Board has determined that two (2) hours of preparation time based on a four (4) hour summer school/intercession teaching day constitutes an ancillary duty. The Certified school employees participating in summer school/intercession employment shall receive regular, summer school compensation for preparation time of two (2) hours per week, based on a four (4) hour teaching day.
- 3. A certified school employee participating in summer school/intercession employment shall sign a contract stipulating the number of days each certified school employee shall be contracted to teach during summer school. If more than one certified school employee is scheduled to teach the same class each certified school employee shall sign a contract stipulating the number of days he/she will work and the salary/wage to be paid during the summer school period.

ARTICLE VI

NORTH HARRISON COMPENSATION MODEL

A. <u>Salary Range:</u>

- 1. 2021-22 contract year salary range \$38,000 to \$70,000, not including current year increases or TRF contributions.
- 2. 2021-22 salary range after increases are awarded will be from \$40,000 to \$73,000.
- 3. 2022-23 contract year salary range \$40,000 to \$73,000, not including increases or TRF contributions.
- 4. 2022-23 salary range after increases are awarded will be from \$41,000 to \$75,000.

B. Advancement on the North Harrison Compensation Model (Base Salary Increases):

1. Factors and Definitions:

Under Indiana Code §20-28-9-1.5, a compensation model must use a combination of following factors: Teacher Evaluation, Education/Experience, Leadership, and Meeting Academic Needs of Students. This model maintains a compensation model using Teacher Evaluation (75%) and Experience [Certified school employee meets 120 TRF day requirement] (25%) as criteria for movement

2. General Eligibility:

Under Indiana Code §20-28-11.5, a certified school employee rated *Ineffective* (1) or *Improvement Necessary* (2) may not receive any raise or increment for the following year. A certified school employee not eligible for a salary increase remains at the prior year salary. However, first and second year certified school employees who are eligible under Indiana Code §20-28-9-1.5(f), shall receive any and all raises and/or increments.

3. Redistribution:

In the event a certified school employee receives a rating of *Ineffective* (1) or *Improvement Necessary* (2) on the North Harrison Teacher Evaluation Model the salary amount that would otherwise have been allocated for these certified school employee salaries shall be redistributed for compensation to certified school employees rated *Effective* (3) and *Highly Effective* in the form of a stipend.

- 4. Distribution Advancing on the salary schedule (See salary schedule attached as Appendix A)
 - a. For the 2021-22 contract year, teachers meeting eligibility requirements will advance 3 levels for a total increase of \$3,000.
 - b. For the 2022-23 contract year, teachers meeting eligibility requirements will advance 2 levels for a total increase of \$2,000.

5. Stipends:

- a. For the 2021-22 contract year, teachers rated effective or highly effective will receive a stipend in the amount of \$500.
- b. For the 2022-23 contract year, teachers rated effective or highly effective and currently employed will receive a stipend in the amount of \$500, to be paid by September 30, 2022.

C. Certified School Employees Entering the North Harrison Compensation Model (new hires):

Certified school employees with no previous experience shall enter the schedule and be placed in row E in 2021-22 and at Row F in 2022-23 and their appropriate degree column, unless it is a hard to hire position. Any variation will be discussed with the Association. Further, certified school employees being hired with previous experience shall be placed at a level commensurate with a current certified school employee at North Harrison Community School Corporation in which they "mirror" years of experience and education/certification. Variations to this placement will be discussed with the exclusive representative or Uniserv Director.

D. <u>Summer Sports Programs and Camps:</u>

Payment of stipends to assistant coaches and summer sport program workers shall be made in accordance with each <u>Summer Sport Program/Camp Budget</u>. This budget shall be submitted, along with payment request for assistant coaches and summer sport program workers, to the payroll officer in the Superintendent's Office for payment.

E. <u>Salary Disbursement</u>:

Salary checks shall be issued on alternating Fridays, beginning the second Friday of the school year. In the event a payday falls during a time school is not in session, with the exception of fall break, Christmas recess, and spring break, certified school employees will be issued their checks on the last working day. Each certified school employee shall receive one twenty-sixth (1/26th) of his/her contractual salary each pay period, except the last installment in June shall include payment for all salary remaining to be paid under the terms of the certified school employee's Regular Teacher Contract; or at the option of the certified school employee, continue to be paid bi-weekly until all remaining salary has been paid. Certified school employees shall inform the Superintendent or his designee, on the approved School Corporation form, as to which mode of salary disbursement they elect, for the subsequent school year, by June first of each year. Failure to turn in said form will result in the certified school employee being paid in the same mode of salary disbursement as the previous school year. (If the semi-annual county tax payment from the county auditor has not been made available to the School Corporation by the twenty-second (22nd) pay period, then the School Corporation may delay one (1) week in paying the final four (4) installments.)

ARTICLE VII

WAGE RELATED FRINGE BENEFITS

A. Medical Insurance:

- 1. The School Corporation shall provide a hospitalization, surgical and major medical plan for all certified school employees, as defined in Article I of this Agreement.
- 2. For the duration of this contract, the School Corporation agrees to pay the following amounts of the yearly premium for certified school employees enrolled in a health insurance plan. The amounts are as follows:

PPO 1 & 2	Corp. Share per
	year
Employee	7,125.00
Employee + Spouse	13,150.00
Employee + Child(ren)	11,700.00
Family	18,000.00

HSA 1 - 1500/3000 HSA		
Employee	6,775.00	
Employee + Spouse	12,600.00	
Employee + Child(ren)	11,150.00	
Family	17,775.00	

HSA 3 - 3000/6000 HSA				
Employee	5,575.00			
Employee + Spouse	10,450.00			
Employee + Child(ren)	8,950.00			
Family	14,450.00			

HSA 6 – 5000/10000 HSA				
Employee	5,325.00			
Employee + Spouse	9,725.00			
Employee + Child(ren)	8,100.00			
Family	12,050.00			

- 3. Certified school employees have the option to enroll in a single or family health insurance plan. On an annual basis, the School Corporation shall contribute an additional one thousand dollars \$1,000 to a certified school employee's 401(a) plan if the certified school employee is not enrolled in the School Corporation's health insurance plan. The School Corporation's contribution to the certified school employee's 401(a) plan will be made within thirty (30) days of the certified school employee's election not to enroll in the School Corporation's health insurance plan in the new plan year.
- 4. An exception to Article VII, Section A(2) and A(3) may occur when a certified school employee and his/her spouse who is a full-time employee (certified or non-

- certified) have the option of combining the dollar amount of the School Corporation's share of two (2) single health insurance plans toward the cost of a family health insurance plan.
- 5. Any certified school employees who qualify for early retirement under the terms of this Agreement and retire between the age of 55 and the time that the certified school employee becomes eligible for Medicare benefits will be permitted to remain a participant in the School Corporation's Health Insurance Program until he/she is eligible to receive Medicare. Certified school employees wishing to remain a participant in the School Corporation's Health Insurance Program under the terms of this Section shall provide written notice of the request to the Superintendent or the Superintendent's Office.
- 6. The effective date of the School Corporation's Health Insurance Program shall be January 1st of each calendar year.
- 7. Annual enrollment in the School Corporation's Health Insurance Program must be made by the thirtieth (30th) calendar day after the initial employment date. A member of the School Corporation's Health Insurance Program desiring to withdraw from the membership must notify the School Corporation's Treasurer by the 25th day of the month preceding the month that the change is to be effective.
- 8. At no time will the School Corporation pay in excess of 112% of the cost of a certified school employee's health insurance plan similar to the State Health Insurance used by the State of Indiana for its government employees.
- 9. The board shall contribute into the certified school employee's Health Saving Account (HSA) the following amounts based on the annual high deductible plan in which a certified school employee enrolls for the calendar year.

	Plan	Corp HSA 1 Contribution		Plan	Corp HSA 3 Contribution		Plan	Corp HSA 6 Contribution	
A 1 ions	Single	\$ 300.00	A 2 ions	Single	\$ 1000.00	A 6 ions	Single	\$1250.00	
SWT – HSA 1 Contributions	Emp + Sp	\$ 350.00 \$ 10.00 \$ 350.00		Emp + Sp	\$ 1800.00	r -HSA ributio	Emp + Sp	\$ 2500.00	
SWT	Emp + Ch	\$ 450.00	SWT	Emp + Ch	\$ 1900.00	SWI	Emp + Ch	\$ 2750.00	
	Family	\$ 500.00		Family	\$ 2500.00		Family	\$ 5000.00	

B. Dental and Vision Insurance:

- 1. Each certified school employee and his/her immediate family members shall be covered by a dental and vision insurance plan. Immediate family members for purposes of this Section shall mean spouse and children. As soon as possible, a joint committee, consisting of equal numbers of administrators and certified school employees, shall meet to determine the most appropriate plans for dental and vision insurance. Certified school employees are required to make a monetary contribution of \$3.00 per pay period toward the premium cost of the combined dental and vision plans. Certified school employees who are married to each other may elect only one (1) of each plan per family.
- 2. Retired certified school employees may remain as a participant in the dental and vision insurance plans, until he/she is eligible for Medicare benefits, as long as the retired certified school employees pay one hundred percent (100%) of all insurance premiums, in advance.

C. Term Life Insurance:

1. A term life insurance plan will be made available to certified school employees. The plan offers \$50,000 in life insurance. The School Corporation will pay the annual insurance premium for the term life insurance plan with the exception of \$1.00 per annum. Certified school employees shall pay \$1.00 per annum toward the annual insurance premium for the term life insurance plan.

D. Long Term Disability Insurance:

1. A long-term disability insurance policy will be made available to certified school employees. The plan may provide up to sixty-six and two-thirds percent (66 2/3%) of the certified school employee's income during the term of disability. The long-term disability elimination period (waiting period) to be eligible for Long Term Disability benefits shall be ninety (90) days. The long-term disability insurance policy will include a cost of living factor adjustment provided that the School Corporation's contribution does not exceed seventeen thousand dollars (\$17,000.00) per annum. Certified school employees shall pay \$1.00 per annum toward the annual insurance premium for the long-term disability insurance.

E. Travel Reimbursement:

1. Where a certified school employee's assigned duties require travel, mileage will be reimbursed at the Internal Revenue Service mileage rate as of the 1st day of July that immediately precedes the date the mileage was incurred. Allowable expenses will be reimbursed for certified school employees attending certain conferences, sport's scouting, meetings, etc. when properly approved in advance by the Superintendent upon recommendation of the building Principal. Reimbursement will be made upon submission of the required and proper State Board of Accounts form. Any increase or decrease in the approved mileage reimbursement rate approved by the Board

during the duration of this Agreement shall be applied to all certified school employees.

F. <u>Liability Insurance:</u>

- 1. The School Corporation currently provides and shall continue providing liability insurance protection for all certified school employees as defined by the terms of this Agreement.
- 2. The liability insurance coverage will protect certified school employees in the performance of his/her normal teaching duties and extends coverage to include corporal punishment. The School Corporation's liability insurance coverage provides "Personal Injury Liability." The coverage includes: false arrest, detention, or imprisonment or malicious prosecution, libel, slander, wrongful entry or eviction or invasion of the rights or private occupancy.
- 3. The liability insurance coverage also extends to certified school employees under automobile insurance through non-owned or rented liability coverage. This provides coverage that extends beyond a certified school employee's personal auto insurance if the certified school employees are required to use his/her personal automobile for the School Corporation related activities or if a certified school employee drives an automobile owned or leased by the School Corporation.
- 4. The above descriptions of liability insurance coverage are only a general description of the insurance coverage. The descriptions are not to be deemed the legal or technical coverage languages. The actual liability insurance coverage policies are kept in the Superintendent's Office.

G. Tax Sheltered Annuity:

1. Tax-sheltered annuity plans will be made available to certified school employees who wish to participate. Payroll deductions will be made available for those participants. New enrollments or changes to individual plans may be made by notifying the Superintendent's Office by the 1st day of each month.

H. Accumulated Sick Leave Severance Pay:

1. Subject to the limitations contained in Article VIII, Section G(3), a certified school employee that provides proper notice of the intent to retire, that is at least fifty-five (55) years old, has at least fifteen (15) years of teaching experience, and of which the last ten (10) years of teaching experience has been with the School Corporation, shall be eligible to receive eighty dollars (\$80.00) per day for each day of the accumulated unused sick leave days that the certified school employee has at the time of retirement. The certified school employee may be credited with a maximum of seventy-five (75) sick leave days. The eligibility to receive the Severance Pay,

the method of paying Severance Pay, and the type of payment that will be made to the retiring certified school employee is explained in more detail in Article VIII, Section G(3)(a), Section G(3)(b) and Section G(3)(c).

I. Eligibility for Sick Leave Severance Pay upon Death:

1. If a certified school employee dies, and would have qualified to receive Severance Pay under the provisions in this Agreement (Article VII, Section H(1) and Article VIII, Section G(3)), but for the minimum age requirement or the retirement notice requirement, the Board shall pay the Severance Pay under the provisions of this Agreement as a lump sum payment to the beneficiary or the estate of the certified school employee, as soon as possible, but no later than the last Contract date of the current year for the deceased certified school employee.

J. Changes In Degree Classifications:

1. Any certified school employee who contemplates becoming eligible for another category on the compensation model because of completion of a degree in their teaching content area (Indiana Code §20-28-9-1.5) must notify the Superintendent of such change by August 1st of the contract year with proper documentation (see Appendix H and I) in order to have a contract changed.

K. Training Above the Master Degree In Training Area:

1. Certified school employees currently being paid on the Master Plus 30 will continue to be compensated under the Master Plus 30 scale. For purposes of this Agreement, "Master Plus 30" refers to a certified school employee that has obtained a master's degree and has attended at least thirty (30) hours of additional accredited training.

ARTICLE VIII

BUYOUT OF SEVERANCE, RETIREMENT AND SUPPLEMENTAL BENEFITS

A. Effective Date of Amendments:

1. The terms outlined in Article VIII of this Agreement shall be effective upon ratification by the Board and Association with respect to any certified school employee who submits his/her notice to retire or severe employment with the School Corporation after January 13, 2011.

B. Retirement before Effective Date:

1. Article IX of the 2000-2004 Master Contract between the Board and Association shall apply in its entirety to all certified school employees who submit the proper notice of the intention to retire no later than January 13, 2011. The provisions of Article IX of the 2000-2004 Master Contract shall continue in full force and effect for those certified school employees so long as any of them are entitled to receive a benefit pursuant to said Article.

C. Retirement after the Effective Date:

1. Any certified school employee hired before June 30, 2001, who submits his/her notice to retire or sever employment after January 13, 2011, shall be entitled to the retirement benefits set forth in this Agreement, and shall not be entitled to the Early Retirement, Retirement or Severance Benefits contained in the previous Master Contract. (2000 – 2004 Master Contract)

D. <u>Elimination of Early Retirement, Retirement and Severance Benefits in 2000-2004 Master</u> Contract:

1. The Early Retirement, Retirement and Severance Benefit, contained in the 2000-2004 Master Contract in effect immediately before the effective date of the amendments contained in Article VIII of this Agreement, are terminated, except as set forth in Article VIII, Section B(1) of this Agreement, and shall not apply to any certified school employee submitting his/her notice to retire, or to sever employment after January 13, 2011.

E. <u>Actuarial Determination of the Value of the Current Severance, Supplemental and Medical</u> Benefits:

1. The Association has used the services of the ISTA Financial Services Corporation and the School Corporation has used the services of the Educational Services Company to determine the present value of the unfunded medical benefits described in Article VIII (A) of the 2000-2004 Master Contract and the unfunded early retirement benefits described in Article IX of the 2000-2004 Master Contract.

- 2. The present value of the benefits described in Article VIII (A) and Article IX of the 2000-2004 Master Contract have been determined for each certified school employee, hired before June 30, 2001, and based upon a formula that included various assumptions used by ISTA Financial Services Corporation and by Educational Services Company. The Educational Services Company used the formula to calculate the present value of the benefits described in Article VIII (A) and Article IX of the 2000-2004 Master Contract to determine how much to pay to each of the certified school employees eligible to receive the present value distribution of the benefits described in Article VIII (A) and Article IX of the 2000-2004 Master Contract. Only certified school employees hired before June 30, 2001, shall be eligible for this actuarially determined distribution. Certified school employees hired after June 30, 2001, shall not be entitled to this actuarially determined distribution. Certified school employees hired after June 30, 2001, shall only be entitled to the 403(b) salary reduction contained in Article VIII (I) of the 2000-2004 Master Contract.
- 3. To confirm the accuracy of the underlying information to be used in the present value calculations, each certified school employee shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of the December 31, 2009: age, years of service, and total years of experience.
 - a. The Educational Services Company shall prepare this verification sheet for each certified school employee.
 - b. The School Corporation shall forward the verification sheets to the respective certified school employees.
 - c. Any corrections must be returned to the School Corporation within one (1) week of receiving the verification sheet, as final calculations will be prepared and the contributions hereinafter described will be commenced after such date.
 - d. Corrections to the verification sheet that are returned to the School Corporation later than one (1) week shall be disregarded.

F. Calculation of Corporation Contributions:

1. The present value of the benefits contained in Article VIII (A) and Article IX of the 2000-2004 Master Contract have been calculated for each certified school employee, effective December 31, 2009. The total present value of the benefits paid to each eligible certified school employee is based upon the various assumptions used by ISTA Financial Services Corporation and Educational Services Corporation in creating the actuarial formula.

G. <u>Buy-Out Contributions:</u>

1. Health Insurance:

- a. The Board and Association agree that the School Corporation shall contribute the full amount calculated for the particular certified school employee relating to the buyout of the certified school employee's health insurance benefits provided under the provisions of the 2000-2004 Master Contract into a voluntary employees' beneficiary association ("VEBA") account, as defined in section 501(c)(9) of the Internal Revenue Service Code.
- b. Contributions by the School Corporation into the VEBA account shall be made by the School Corporation by March 28, 2011.
- c. Upon retirement or severance, a retired certified school employee may use the funds held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the certified school employee, and his/her spouse and other dependents.
- d. If a certified school employee that is vested should die, any amounts remaining in the deceased certified school employee's VEBA account may continue to be used to pay the premiums and expenses identified in this Section for the certified school employee's spouse and other dependents. If a vested certified school employee dies without having a Spouse or other IRA tax dependents, the remaining funds in the VEBA account shall be forfeited and will be distributed in accordance with the terms set forth in Article VIII, Section G(1)(h).
- e. The VEBA account shall not make any loans to the certified school employee, his/her spouse or his/her other dependents.
- f. The funds deposited into the VEBA account for a particular certified school employee shall be invested in a separate account. Funds deposited in the VEBA account will not be commingled and each of the certified school employees shall determine how his/her account will be invested among the available options provided by the VEBA vendor.
- g. A certified school employee shall be fully vested in the retirement benefits described in Article VIII, if the retiring certified school employee has satisfied the following requirements: the certified school employee provides proper notice of the intent to retire, the certified school employee is at least fifty-five (55) years old, has at least fifteen (15) years of teaching experience, and of which the last ten (10) years of teaching experience has been with the School Corporation.

- h. If a certified school employee retires or otherwise terminates Employment before satisfaction of the requirements set forth in Article VIII, Section G(1)(g), the terminated certified school employee's VEBA account shall be forfeited. Certified school employees whose positions are eliminated by a reduction in force shall not forfeit his/her individual VEBA account assets until his/her recall rights have expired. Any funds in the VEBA account that are forfeited pursuant to the terms of this Agreement, shall be reallocated at the end of each plan year among the remaining separate VEBA accounts in a manner similar to that used in initially determining the present value calculations. However, a certified school employee who is subject to a reduction in force, and who is eligible for, and fully vested in, the proposed Severance Pay buyout, shall be entitled to all funds held in his/her respective VEBA account at the time the certified school employee is removed from the recall list.
- i. The vendor for the VEBA account shall be the National Insurance Company.
- 2. <u>Early Retirement:</u> The School Corporation shall amend its qualified retirement plan, as described in section 401(a) of the Internal Revenue Code, to provide for the following:
 - a. The Board and Association agree that the School Corporation shall contribute the total sum of the amount calculated by Educational Services Company as the present value for each certified school employee's Early Retirement, to the 401(a) plan.
 - b. Contributions by the School Corporation into the 401(a) plan shall be made by the School Corporation by March 28, 2011.
 - c. If a certified school employee that is vested should die, any amounts remaining in the deceased certified school employee's 401(a) plan account shall be distributed to the decedent's designated beneficiary.
 - d. The 401(a) plan account shall not make any loans to the certified school employee, his/her spouse or his/her other dependents.
 - e. The funds deposited into the 401(a) plan for a particular certified school employee shall be invested in a separate account. Funds deposited in the 401(a) plan will not be commingled and each of the certified school employees shall determine how his/her account will be invested among the available options provided by the 401(a) vendor.
 - f. A certified school employee shall be fully vested in the retirement benefits described in Article VIII, if the retiring certified school employee has satisfied the following requirements: the certified school employee provides proper notice of the intent to retire, the certified

- school employee is at least fifty-five (55) years old, has at least fifteen (15) years of teaching experience, and of which the last ten (10) years of teaching experience has been with the School Corporation.
- g. If a certified school employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Article VIII, Section G(2)(f), the terminated certified school employee's 401(a) plan account shall be forfeited. Certified school employees whose positions are eliminated by a reduction in force shall not forfeit his/her individual 401(a) plan account assets until his/her recall rights have expired. Any funds in the 401(a) plan account that are forfeited pursuant to the terms of this Agreement, shall be reallocated at the end of each plan year among the remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. However, a certified school employee who is subject to a reduction in force, and who is eligible for, and fully vested in, the proposed Severance Pay buyout, shall be entitled to all funds held in his/her respective 401(a) plan account at the time the certified school employee is removed from the recall list.
- h. Until a certified school employee has retired, the certified school employee shall have no access to the assets held in his/her separate 401(a) plan account. Upon retirement, a retired certified school employee may elect to commence distributions from his/her 401(a) plan account.
- i. The vendor for the 401(a) plan account shall be Mass Mutual.
- 3. <u>Accumulated Sick Days:</u> The Board and Association agree that certified school employees will be entitled to receive compensation for accumulated sick days in accordance with the following structure:
 - a. Tier 1: Certified School Employees hired prior to June 30, 2001.
 - 1. The School Corporation, upon ratification of this Agreement, agrees to buy down a certified school employee's accumulated sick days at the end of the 2011-2012 school year to seventy-five (75) days. The School Corporation will not buy down a certified school employee's accumulated sick days if the number of days the certified school employee has at the end of the 2011-2012 school year is less than seventy-five (75) days. The buy down funds owed to each certified school employee for his/her accumulated sick days in excess of seventy-five (75) days at the end of the 2011-2012 school year will be deposited in the certified school employee's 401(a) plan account.
 - 2. At the time of a certified school employee's retirement, the School Corporation will calculate the number of accumulated sick days the particular certified school employee accumulated at the time of retirement, hereinafter referred to as "actual" accumulated sick days. In addition, the School Corporation will determine the number

of accumulated sick days the certified school employee had accumulated at the end of the 2011-2012 school year, and for which the certified school employee did not receive buy down funds, (this number will be a range of zero (0) to seventy-five (75) days depending upon the individual), hereinafter referred to as "maximum eligible days." The School Corporation will pay the retiring certified school employee for the "actual" number of accumulated sick days maintained by the certified school employee at the time of retirement, subject to the restriction that compensation for the "actual" accumulated sick days at the time of the proposed retirement shall not in any circumstance exceed the "maximum eligible days" for the particular certified school employee. The compensation owed to a retiring certified school employee for the accumulated sick days at the time of retirement will be deposited in the certified school employee's 401(a) plan account.

- 3. The School Corporation, upon ratification of this Agreement, will buy down a certified school employee's accumulated sick days on an annual basis, to the extent the certified school employee has accumulated more than seventy-five (75) sick days at the end of the particular school year. The compensation owed on an annual basis for the buy down of accumulated sick days that exceed seventy-five (75) days will be deposited in the certified school employee's 401(a) plan account.
- 4. The rate of compensation to be paid by the School Corporation to a certified school employee for the accumulated sick days shall be \$80.00 per day.
- b. Tier 2: Certified School Employees hired after June 30, 2001, and prior to July 1, 2012.
 - 1. The School Corporation, upon ratification of this Agreement, agrees to buy down a certified school employee's accumulated sick days at the end of the 2011-2012 school year to seventy-five (75) days. The School Corporation will not buy down a certified school employee's accumulated sick days if the number of days the certified school employee has at the end of the 2011-2012 school year is less than seventy-five (75) days. The buy down funds owed to each certified school employee for his/her accumulated sick days in excess of seventy-five (75) days at the end of the 2011-2012 school year will be deposited in the certified school employee's 401(a) plan account.
 - 2. Upon retirement, the certified school employee will not be entitled to any additional compensation relating to the certified school employee's accumulated sick days.

- 3. The School Corporation, upon ratification of this Agreement, will buy down a certified school employee's accumulated sick days on an annual basis, to the extent the certifies school employee has accumulated more than seventy-five (75) sick days at the end of the particular school year. The compensation owed on an annual basis for the buy down of accumulated sick days will be deposited in the certified school employee's 401(a) plan account.
- 4. The rate of compensation to be paid by the School Corporation to a certified school employee for the accumulated sick days shall be \$80.00 per day.
- c. Tier 3: Certified School Employees hired after July 1, 2012.
 - 1. A certified school employee may accumulate up to seventy-five (75) sick days. The School Corporation, upon ratification of this Agreement, will buy down a certified school employee's accumulated sick days on an annual basis, to the extent the certified school employee has accumulated more than seventy-five (75) sick days at the end of the respective school year. The compensation owed on an annual basis for the buy down of accumulated sick days will be deposited in the certified school employee's 401(a) plan account.
 - 2. Upon retirement, the certified school employee will not be entitled to any additional compensation relating to his/her accumulated sick days.
 - 3. The rate of compensation to be paid by the School Corporation to a certified school employee for the accumulated sick days shall be \$80.00 per day.
- H. <u>Continuing Benefits:</u> The following benefits contained in the 2000-2004 Master Contract shall continue in effect for all certified school employees:
 - 1. <u>Group Health Insurance:</u> Immediately following retirement or severance of employment, the certified school employee and his/her spouse, if any, shall have the option of continuing to participate in the School Corporation's Health Insurance Program, provided all of the following conditions are met as of the date of severance and thereafter:
 - a. The certified school employee was enrolled in the School Corporation's Health Insurance Program during the school year immediately before the severance of employment;
 - b. The certified school employee pays the entire insurance premium applicable to the insurance coverage;

- c. When the retired certified school employee first becomes eligible for Medicare, the certified school employee's eligibility to continue to participate in the School Corporations Health Insurance Program shall terminate, if not earlier terminated by an applicable law. The same termination of eligibility shall also apply for a retired certified school employee's spouse when he/she first becomes eligible for Medicare. It is acknowledged that the Board and Association intend for these provisions to comply with applicable federal and state laws that establish an eligible certified school employee's right to continue health insurance for the certified school employee 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:
- 2. <u>403(b)</u> Annuity Plan: This Agreement shall not affect a certified school employee's right to make a salary reduction election and make tax deferred contributions to a plan described in section 403(b) of the Internal Revenue Service Code to the maximum limits allowed by the Internal Revenue Service Code, and in accordance with the provisions of the Plan's contract documents.

I. Miscellaneous Provisions:

- 1. <u>Steering Committee:</u> A Joint Steering Committee shall be created by the parties through the appointment of certified school employees by the Association President and administrative representatives by the Superintendent. The Committees shall be charged with the responsibility of establishing the PLANS, selecting of the PLANS' sole source vendor by mutual agreement, providing information to participants, charging the sole source vendor with the responsibility of the PLANS' initial and continued Internal Revenue Service compliance, and any other function necessary to implement the provisions of Article VIII.
- 2. <u>Costs:</u> The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA account and the 401(a) plan account. All costs incurred in the administration of the VEBA account and investment fees shall be paid from the VEBA account assets. All costs incurred in the administration of the 401(a) plan account and investment fees shall be paid from the 401(a) plan assets.
- 3. <u>Portability:</u> A certified school employee who leaves the employment of the School Corporation and has met the vesting requirements in this Agreement shall be entitled to retain his/her respective VEBA account and 401(a) plan account.
- 4. <u>Future Adjustments:</u> The parties agree that this Agreement does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement, except as specifically outlined herein. Therefore, except as otherwise limited by applicable law, and except as specifically provided in this Agreement, the Board and Association agree that future modifications of this

Agreement of any kind may be subject to bargaining. Provided however, that any future agreements between the Board and Association, will not affect the retirement benefits for certified school employees that are already receiving benefits pursuant to the terms of this Article.

### Position ### High School Athletics ### Amount ### High School Athletics ### Amount ### High School Athletics ### Amount ### Amou	ARTICLE IX								
HS Varsity Asst Basketball (B/G)		EXTRA-CURRICULAR PAY							
HS Varsity Asst Basketball (B/G) 3916 HS Basketball JV (B/G) 3916 HS Football Assistant 2 HS Basketball/Football, Grade 9 (B/G) 3124 HS Soccer (Head-B/G) HS Cheerleader Head (2) HS Cross Country*** HS Golf (B/G) 3 3124 HS Sortball (Head) 3124 HS Swimming (Head-B/G) HS Softball (Head) HS Swimming (Head-B/G) HS Track (Head-B/G) HS Volleyball (Head) HS Wrestling (Head) HS Asst Soccer (B/G) HS Asst Volleyball (Plead) Plead (Pl									
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22 Cheerleader (Grade 5 & 6) 2192	20	Basketball (Grades 5 & 6) (B/G)	2392						
1/1	21	Biddy Ball (B/G)	2130						
	22		2192						

	Football (Grades 5 & 6)						
23	Developmental Basketball, (Grades 5 & 6) (B/G)	816					
24	Elem Vocal# (2)	766					
	Academic Extra Curricular						
25	25 HS Audio Visual Coordinator						
23	Curriculum Coordinator (corporation)	1424					
26	HS Dual Credit Teacher (per year)	1000					
	HS STEM						
	HS Newspaper						
27	HS Yearbook	992					
	HS Drama (per play)						
	HS Academic Team Advisor (3)						
	HS/MS Science Olympiad						
	HS Business Professionals of America [BPA] (2)						
28	Curriculum Cord (building)	968					
	HS Art Guild						
	HS Junior/Senior Class Sponsor (2)						
29	HS National Honor Society	0.00					
	HS Renaissance (2)	838					
	HS SADD Sponsor						
	HS Student Council						
20	MS Academic Advisor	770					
30	MS Junior Honor Society	779					
	MS Sender Grantil						
	MS Student Council						
	HS High Q						
	HS Math Club						
31	MS Newspaper MS/Elem Yearbook	255					
31	Elem Academic Advisor	255					
	Elem Student Council						
	Music						
32	HS Instrumental Music	4077					
33	HS Instrumental Music Asst	2771					
	Guard						
34	Drumline	3141					
35	Guard Asst	1570					
33	Drumline Asst	1572					
36	Marching Tech	491					
37	HS Vocal Music	2104					
38	MS Vocal	1171					
39	MS Instrumental	649					
40	MS Instrumental Asst	491					
41	Choir Piano Accompanist	1500					

42 Maintain a CDL \$100

	HOURLY RATES	0 YRS	1 YR	2YRS	3 YRS	4 YRS	5 YRS
43	HS Non-Credit Drivers Education	32.12	33.72	35.42	37.16	39.01	40.98
44	Computer	20.67	21.70	22.79	23.93	25.11	26.39

Summer Program Pay Schedule		
45	Basketball (B/G)	4920
	Football	4920
46	Band	4501
47	Baseball/Softball	4344
48	Weight Room	2460
49	Cross Country, Soccer, Tennis, Volleyball, Track	1152
50	Cheerleader Mini Camp	418

- A. *** Pays coach 1.5 times his/her salary when coaching boys' and girls' teams simultaneously. Each squad must field a full team (minimum of five (5) runners per team) and run in at least five (5) same sex meets.
- B. # A minimum of five (5) after school practices, requiring prior Principal approval, for plays, dramas, or concerts.
- C. ## Also includes the duties of Building Coordinator.
- D. If a certified school employee shifts from one position to a higher level position in the same sport or activity, that certified school employee's salary will be the greater amount of either his/her base salary of the new position or where he/she would have been on the old position.
- E. It is understood the Middle School Athletic Director may be contracted for a number of days beyond the board approved days for the 2021-2023 contract. If the position is contracted beyond the board approved days for the 2021-2023 contract, the compensation for those days shall be based on a daily rate of the individual filling that position.
- F. The number of positions was not bargained but is included for reference purposes.

ARTICLE X

IRS CODE SECTION 403(b) MATCHING ANNUITY AND CUSTODIAL MUTUAL FUNDS PLAN AND SECTION 401(a) PLAN

A. <u>Program:</u>

- 1. The Board agrees to establish an IRS Code Section 403(b) matching annuity plan ("403(b) PLAN") and Section 401(a) annuity plan ("401(a) PLAN") for all certified school employees. The 403(b) PLAN and the 401(a) PLAN (collectively PLANS") shall include provisions allowing individual salary reduction agreements, matching employer contributions, matching employee contributions, unmatched employee contributions, loans and hardship withdrawals. Within the provisions of the Internal Revenue Service Code, the PLANS shall be fully portable and immediately vested for contributions. Employer contributions shall be paid into the 401(a) PLAN. Certified school employee contributions shall be paid into the 403(b) PLAN.
- 2. The program described in this Article shall begin with the 2000-2001 school year. All members of the 2000-2001 bargaining unit, and certified school employees hired after the 2000-2001 school year are eligible to participate in the retirement plan.
- 3. Eligibility is established upon reaching the age of fifty-five (55), at the time of retirement, having at least fifteen (15) years teaching experience, in the last ten (10) of which have been in the North Harrison Community School Corporation.
- 4. To be eligible for retirement, the certified school employee must submit his/her resignation/intent to retire, under this Article, in writing, to the Superintendent by a minimum of one (1) year before his/her retirement date. Given this proper notification, a certified school employee shall have the right to retire at the end of a school year or at the end of a semester. The School Corporation will attempt to accommodate certified school employees who wish to retire at other times but makes no guarantees that retirements can occur other than at the two (2) aforementioned times of the year. In the event that a certified school employee is unable to finish a school year, or is forced to retire as a result of an accident, ill health, or for some such unforeseen reason, the Board may waive the requirement notice.
- 5. Should a catastrophic and unforeseen circumstance render it impossible for a certified school employee to implement his/her retirement, after having given proper notice, the Board will consider allowing the certified school employee to withdraw his/her notice and continue to teach, should a position be available for which the certified school employee is qualified.
- 6. In the case of the death of the certified school employee who has officially retired under this plan, a lump sum of the retirement plan balance owed will be paid to the beneficiary or the estate. The certified school employee will indicate the choice of

estate or beneficiary at the time said certified school employee gives notice of the intent to retire.

B. <u>Matching Contributions</u>:

- 1. Effective from the beginning of employment, the Board shall match each participating certified school employee's like contribution of two-and-one-half percent (2½%) of the certified school employee's contract salary schedule salary without the employer three percent (3%) ISTRF contribution prorated for full-time equivalency ("ct" = cumulative total).
- 2. The School Corporation cumulative match provided in Article XI, Section B(1) and the certified school employee's matching contribution shall continue for as long as the PLANS are in effect.
- 3. Certified school employees, who at the time of the effective date of this Agreement, are currently participating in an Article VIII (I) of the 2000-2004 Master Contract, tax-sheltered annuity with an approved vendor may count their contribution as his/her required match.

C. <u>Withdrawal and Non-Participation:</u>

If a certified school employee elects not to participate in the PLANS, or withdraws from it at any time or makes withdrawals, the amount used to reduce the 401(a) contribution and the required certified school employee Section 403(b) match shall be annually computed and compounded based on Standard & Poor's 500 index for the respective year of each district contribution and certified school employee match.

D. Status Quo:

Article VIII (G) other than accumulations, Article VIII (A)6, Article IX and article XII of the Master Contract shall be effective without change to and including the 2011-2012 school year.

E. <u>Termination:</u>

If the Board and Association decide to end the plan provided by this Article, the School Corporation contributions provided in Article XI (A) and (B), in effect shall cease.

ARTICLE XI

TERM AND GENERAL CONDITIONS

- A. <u>Duration:</u> This Agreement shall remain in full force and effect for the period of July 1, 2021, through June 30, 2023.
- B. <u>Entire Agreement:</u> This Agreement supersedes and cancels all previous contracts or agreements, oral or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- C. <u>Severability:</u> If any Article or Section of this Agreement shall be deemed invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any amendment thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- D. <u>Waiver:</u> The Board and Association acknowledge that during the bargaining which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- E. <u>Ratification:</u> This Agreement shall not take effect until it is ratified by the Board and the Association, in accordance with the respective ratification procedures. The Agreement shall take effect immediately upon ratification and execution by duly designated representative of the Board and Association

The Undersigned attest to the following: 1. A public meeting was held in compliance with I.C. 20-29-6-1(b) on September 9, 2021, and electronic participation from the parties and/or public was permitted. 2. A public meeting in compliance with I.C. 20-29-6-19 was held on November 4, 2021, to discuss the tentative agreement and electronic participation from the governing body and/or public was permitted.

This agreement is so attested to by the parties whose presidents, secretaries, and board members' signature appear below.

North Harrison Classroom Teachers

Board of School Trustees of North Harrison

Board Member

Appendix A-1 Salary Schedule

NORTH HARRISON COMMUNITY SCHOOL CORPORATION 2021-22

	1		1
XX 7	DACHELODS	MACTEDS	MASTERS + 30 IN TEACHING FIELD
/ v v			
	·		\$47,000
	· · · · · · · · · · · · · · · · · · ·	,	\$48,000
	· · · · · · · · · · · · · · · · · · ·	,	\$49,000
	· ·	·	\$50,000
		,	\$51,000
	\$45,000	\$50,000	\$52,000
	\$46,000	\$51,000	\$53,000
	\$47,000	\$52,000	\$54,000
	\$48,000	\$53,000	\$55,000
	\$49,000	\$54,000	\$56,000
	\$50,000	\$55,000	\$57,000
		\$56,000	\$58,000
		\$57,000	\$59,000
		\$58,000	\$60,000
		\$59,000	\$61,000
		\$60,000	\$62,000
		\$61,000	\$63,000
		\$62,000	\$64,000
		\$63,000	\$65,000
		\$64,000	\$66,000
		\$65,000	\$67,000
		\$66,000	\$68,000
		\$67,000	\$69,000
		\$68,000	\$70,000
		\$69,000	\$71,000
		\$70,000	\$72,000
		\$71,000	\$73,000
	W	\$40,000 \$41,000 \$42,000 \$43,000 \$44,000 \$45,000 \$46,000 \$47,000 \$48,000 \$49,000	\$40,000 \$45,000 \$46,000 \$41,000 \$42,000 \$47,000 \$447,000 \$448,000 \$448,000 \$448,000 \$448,000 \$448,000 \$448,000 \$449,000 \$50,000 \$50,000 \$51,000 \$51,000 \$52,000 \$53,000 \$549,000 \$554,000 \$554,000 \$550,000 \$560,0

Certified employees will move up three rows in the 2021-2022 contract year.

The Board will pay and contribute to the certified school employee's retirement three percent (3%) of the certified school employee's gross pay.

See Appendix I and J for movement between columns.

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Appendix A-2 Salary Schedule

NORTH HARRISON COMMUNITY SCHOOL CORPORATION 2022-23

ROW	BACHELORS	MASTERS	MASTERS + 30 IN TEACHING FIELD
F	\$41,000	\$46,000	\$48,000
G	\$42,000	\$47,000	\$49,000
Н	\$43,000	\$48,000	\$50,000
I	\$44,000	\$49,000	\$51,000
J	\$45,000	\$50,000	\$52,000
K	\$46,000	\$51,000	\$53,000
L	\$47,000	\$52,000	\$54,000
M	\$48,000	\$53,000	\$55,000
N	\$49,000	\$54,000	\$56,000
О	\$50,000	\$55,000	\$57,000
P	\$51,000	\$56,000	\$58,000
Q	\$52,000	\$57,000	\$59,000
R		\$58,000	\$60,000
S		\$59,000	\$61,000
T		\$60,000	\$62,000
U		\$61,000	\$63,000
V		\$62,000	\$64,000
W		\$63,000	\$65,000
X		\$64,000	\$66,000
Y		\$65,000	\$67,000
Z		\$66,000	\$68,000
AA		\$67,000	\$69,000
BB		\$68,000	\$70,000
CC		\$69,000	\$71,000
DD		\$70,000	\$72,000
EE		\$71,000	\$73,000
FF		\$72,000	\$74,000
GG		\$73,000	\$75,000

Certified employees will move up two rows in the 2022-23 contract year.

The Board will pay and contribute to the certified school employee's retirement three percent (3%) of the certified school employee's gross pay.

See Appendix I and J for movement between columns.

Appendix B – Supervision of Duties (For Informational Purposes only)

Supervision of Extra-Curricular Activities:

Activities beyond the school day for which no additional compensation is paid shall be voluntary. However, in those instances where sufficient supervision of athletic related events cannot be secured through volunteers, the Principal may assign supervisory duty to certified school employees in the building. Supervisory personnel, whether voluntary or assigned, will be paid a minimum of eighteen dollars (\$18.00) to a maximum of thirty dollars (\$30.00) as determined by the Athletic Director in compensation for the total number of hours worked per duty. Members of the certified school employee's immediate family (persons living in the certified school employee's home) will be admitted free to the events for which the certified school employee is working. In addition, a certified school employee will be admitted to all extra-curricular events, free of charge.

Appendix C

SICK LEAVE BANK AUTHORIZATION

FOR NEW MEMBERS AND RE-ENROLLEES

I,	, t'	the undersigned, hereby voluntarily
		leave accumulation to my sick leave
bank with the North Harrison	Community Schools, as prov	vided for in Article IV (B), sick leave
bank, of the Master Contract		
transferred to the sick leave b	oank and cannot transfer back t	one (1) day personal sick leave the said day to my personal sick bank g transfer to another corporation.
Done at Ramsey this	day of	, 20
(Employee Signature)		

Appendix D

REQUEST for USE of SICK LEAVE BANK DAYS

I,	, the undersigned, hereby request to use	
Sick Bank Leaves Days as outlined in	Article IV (B), Sick Leave Bank, of the Master Contract.	
Please check the appropriate tier from	which you are requesting use of days.	
more of the sick leave bank's days dur accumulated sick leave days that the co year. However, certified school emplo physicians, who have used up their reg	loyee that is a member of the sick leave bank may not use ring a contract year than the total of his/her own individual ertified school employee had at the beginning of the school oyees with major medical problems verified by their gular sick leave as well as their sick leave bank days for to make a subsequent request for sick days from the second	
days to another certified school employ benefits for a catastrophic event and/or the second tier sick leave bank shall be shall be completely voluntary. The second catastrophic event and/or illness the sick leave bank. The maximum nu leave bank shall not exceed ninety (90)	ave bank will allow certified school employees to donate yee who has used all his/her sick days and sick leave bank r illness and who no longer has any benefits. Participation in e subject to approval by the sick leave bank committee and cond tier sick leave bank will always remain empty until happens to a certified school employee that is a member of imber of days that can be drawn from the second tier sick days. The extra sick leave bank days may run year the sick bank days are used by the certified school	
PLEASE NOTE: An individual member wishing to use the sick leave bank must wait at least two (2) working sick leave days without pay before use of the sick leave bank will be authorized under any of the above conditions; these days are not reclaimable from the sick leave bank. The two (2) day waiting period shall be waived for members who contract mumps, scarlet fever, measles or chicken pox.		
	be supported by a written request from the certified school physician's statement substantiating the absence from work	
Employee Signature:	Date:	
Employee Name (Printed):		
	Appendix E	

NORTH HARRISON COMMUNITY SCHOOL CORPORATION

COMPLAINT FORM I

(To be completed by the grievant in triplicate, and submitted to building principal.) Date Filed_____ GRIEVANT'S NAME_____BUILDING Statement of Complaint (Identify the specific provisions of the contract alleged to be 1. violated - including dates and location) 2. Suggested Relief Sought _____ DATE SIGNED SIGNATURE OF CERTIFIED SCHOOL EMPLOYEE:_____ Principal's Response:

DATE SIGNED:

SIGNATURE OF PRINCIPAL:

Appendix F

NORTH HARRISON COMMUNITY SCHOOL CORPORATION

COMPLAINT FORM II

(To be submitted in triplicate to the Superintendent)

		Date	
Filed	<u> </u>		
GRII	EVANT'S NAME	BUILDING	
1.	Statement of Position:		
DAT	E SIGNED		
SIGN	NATURE OF		
2.	Date of Meeting:		
DAT	E SIGNED		
	NATURE OF SUPERINTENDENT		

Appendix G

NORTH HARRISON COMMUNITY SCHOOL CORPORATION

COMPLAINT FORM III

(To be submitted in triplicate to the Board)

		Date		
Filed	<u> </u>			
GRIE	EVANT'S NAME	BUILDING		
1.	Statement of Position:			
DAT	E SIGNED			
SIGN	NATURE OF			
2.	Date of Meeting:			
	Board's Response:			
DAT	E SIGNED			
	NATURE OF BOARD PRESIDENT			

Appendix H

Election of Salary Disbursement

(From Appendix A – Salary Schedule)

Each certified school employee shall receive one twenty-sixth (1/26th) of his/her contractual salary each pay period except the last installment in June shall include payment for all salary remaining to be paid under the terms of the individual certified school employee's contract; or at the option of the certified school employee, continue to be paid biweekly until all remaining salary has been paid.

Certified school employees shall inform the Superintendent or his designee, on the approved School Corporation form, as to which mode of salary disbursement they elect, for the subsequent school year, by June first of each year. Failure to turn in said form will result in the certified school employee being paid in the same mode of salary disbursement as the previous school year.

Appendix I

North Harrison Community School Corporation Supplemental Payment Attainment of Master's Degree (Included for Informational Purposes Only-Not Bargained)

Further licensing or certification may be required and beneficial in certain content areas to the certified school employee and the School Corporation. Indiana Code §20-28-9-1.5 permits school corporations to provide supplemental payment to a certified school employee in excess of the salary if a certified school employee earns a master's degree from an accredited post-secondary educational institution in a content area directly related to the subject matter of:

- a dual credit course; or
- another course;
 taught by the certified school employee; or
- is an elementary school certified school employee who earns a master's degree in math, reading, or literacy

In addition, a supplemental payment may be made to a high school certified school employee who completes an 18-credit hour pathway to dual credit credentialing (Masters +) or an elementary school certified school employee who earns a master's degree in math, reading, or literacy.

This supplemental payment (pursuant to Indiana Code 20-28-9-1.5 (a) is not subject to collective bargaining, but a discussion of the supplement was held with the Association.

North Harrison Community School Corporation seeks to encourage and compensate certified school employees to earn master's degrees as described above through additional compensation. Certified school employees who wish to pursue and attain approved content area master's degrees will receive a one-time additional \$5,000 to be added to their current base salary. Certified school employees with a Master's Degree who wish to pursue and attain additional credit hours for an approved dual-credit course certification or Masters + will receive a one-time additional \$2,000 added to their base salary.

In order to qualify, certified school employees **must receive approval** for the course pathway from the building level administrator and the Superintendent by **completing a letter of assurance**, as well as provide documentation in the form of an official transcript upon completion of the degree. Only course pathways that meet the legal requirements will be considered.

Appendix J

North Harrison Community School Corporation Letter of Assurance for Master's Degree

The parties represented by their agents whose signatures are affixed below, have reached the following understanding:

- 1. Further licensing or certification may be required and beneficial in certain content teaching areas.
- 2. Licensing and certification is beneficial to both the certified school employee and School Corporation.
- 3. Degree programs will be approved by the building level administrator and Superintendent.
- 4. The certified school employee must finish the agreed upon degree program in order to receive the increase.
- 5. The certified school employee must provide an official transcript from an accredited university verifying completion of the degree.
- 6. For attainment of the approved Master's Degree, the additional \$5,000 will be placed on the base salary at the start of the semester following the completion of the degree. (pay to be pro-rated if beginning 2nd semester)
- 7. For the attainment of Dual-credit certification or Masters+, the additional \$2,000 will be placed on the base salary at the start of the semester following the completion of the degree. (pay to be pro-rated if beginning 2nd semester)

Degree or Course Pathway	
Expected Completion Date	
	Date:
Certified School Employee	
	Date:
Principal	
	Date:
Superintendent	