

MASTER CONTRACT

BETWEEN

THE BOARD OF TRUSTEES OF THE SOUTHWESTERN JEFFERSON COUNTY  
CONSOLIDATED SCHOOLS

AND

THE SOUTHWESTERN JEFFERSON CLASSROOM TEACHERS' ASSOCIATION

2023-2025

THIS MASTER CONTRACT ENTERED INTO THIS 13<sup>TH</sup> DAY OF NOVEMBER 2023 BY AND BETWEEN THE BOARD OF TRUSTEES OF THE SOUTHWESTERN JEFFERSON COUNTY CONSOLIDATED SCHOOLS, HEREINAFTER CALLED THE "BOARD", AND THE SOUTHWESTERN JEFFERSON CLASSROOM TEACHERS ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION"

## **ARTICLE I RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive representative of the certified teaching staff. It is hereby agreed that the bargaining unit shall include all full-time and part-time teachers who hold a regular or temporary teacher's contract, except Superintendent, Assistant Superintendent, Principals, Assistant Principals and Athletic Director.

## **ARTICLE II COMPLETE AGREEMENT AND SEVERABILITY**

- A. The agreements in this Contract shall supersede any rules, regulations, or practices of the Board or the Association which are contrary to the terms of this agreement.
- B. If any provision of this Contract or its application is held to be contrary to law, then only that provision or application shall be deemed invalid, and all other provisions or applications shall continue in full force and effect.

## **ARTICLE III GRIEVANCE PROCEDURE**

- A. A "grievance" is a claim by one (1) or more teachers of a violation of the terms of this Contract.
- B. The purpose of this grievance procedure is to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violation of the provisions of this Contract.
- C. Procedure:
  - 1. Level One. A teacher with a grievance shall initiate this procedure in the following manner:
    - a. The teacher shall approach the immediate supervisor concerned and discuss the matter verbally. The teacher shall have the option of having an Association Representative present at the conference.
    - b. If step "a" above is unsuccessful, the teacher may file a formal grievance in writing in quadruplicate with one (1) copy to the Association, one (1) copy to the grievant, one (1) copy to the immediate supervisor, and one (1) copy to the Superintendent's Office. The grievance must be filed within fifteen (15) days of the date the grievant first knew or reasonable should have known of the alleged contract violation upon which the grievance is based.
    - c. Within ten (10) days of the filing of the formal grievance in writing, a meeting shall take place between the immediate supervisor concerned, the

grievant, and the Association representative. The immediate supervisor shall render his written decision within five (5) days of this meeting.

2. Level Two. If the grievance is not settled at Level One, it may be appealed to the Board by filing written notice with the Superintendent within ten (10) days of the date the grievant receives the decision at Level One, stating the grounds for appeal. A meeting with the Board or its designated representative shall be held within fifteen (15) days following the receipt of said notice and grievant and the Association shall receive reasonable notice of the time, place, and date for hearing such appeal. The Board's written decision shall be transmitted to the grievant and the Association within fifteen (15) days of said hearing.
3. Level Three. If the Association is not satisfied with the disposition rendered by the Board, it shall be submitted to arbitration before a person mutually agreed upon by said Board and Association. The cost of arbitration will be borne equally by the Board and the Association. The decision of the arbitrator shall be advisory and shall not be binding on the parties.

A. Other Provisions Relating to the Grievance Procedure.

1. The Board and the Association agree that neither party shall be permitted to assert at any level subsequent to the lodging of the initial grievance, any ground or to rely upon any evidence not previously disclosed to the other party.
2. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
3. All "days" referred to are school days. During the summer, Monday through Friday, except holidays, shall be considered school days.

#### **ARTICLE IV COMPENSATION AND FRINGE BENEFITS**

- A. Compensation for all teachers affected by this contract may be found in Appendix "A". The board shall pay the three percent (3%) teacher contribution to the Indiana Public Retirement System.
- B. Ancillary instructional opportunities for students during the regular teacher's contract year, but beyond the regular days or hours, or during the regular days and hours, but beyond the teacher contract's year may occur. A teacher, properly certified selected to fill such a role will be compensated at an hourly rate determined by dividing the instructor's daily rate by seven (7) hours.
- C. When a certified teacher is assigned the ancillary duty of supervision of a program of a non-instructional nature the compensation shall be: \$15.00 per hour.
- D. As a fringe benefit, the Board shall contribute the following amounts toward a major medical plan

for each teacher employed on a regular teacher's contract who is a member of the bargaining unit defined in Article I. The major medical plan must be mutually acceptable to both the Association and the Board. All benefits will be provided to part-time employees on a prorated basis.

1. The Board will contribute the lesser of \$7,000.00 or all but \$1.00 of the premium for a single major medical plan.
  2. The Board will contribute the lesser of \$8,250 or all but \$1.00 of the premium for a family major medical plan.
- E. The stipends to be paid to teachers for sponsoring extra-curricular activities are reflected in Appendix "B" to this Contract.
- F. During the term of this agreement, no teacher shall receive one (1) on the salary schedule for prior experience unless said experience is recognized and reimbursed by the State. Credit shall be given for military service as provided for by state law. Any teacher who teaches at least one hundred and twenty days (120) during any given school year shall earn credit for one (1) full year of teaching.
- G. Term Life Insurance
1. For each employee covered by this contract, the Board shall provide a term life insurance policy in the amount of \$50,000 to be paid to the employee's designated beneficiary.
- H. Section 125
1. The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. An amount not to exceed the IRS maximum allowable limit may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which are non-taxable benefits of major-medical, long-term disability, short term disability, Section 79 life, non-reimbursed medical, and dependent care. This plan shall be administered by a provider mutually agreed upon by both parties. All administration fees for Generation I shall only be paid by the Board. All Generation II administration fees shall be paid entirely by each individual teacher who enrolls in such Generation II plan.
- I. Long Term Disability Insurance
1. Each teacher shall be covered by a long-term disability insurance program that provides for a minimum benefit of  $66\frac{2}{3}$  of salary to age sixty-five (65) for the first five (5) full continuing years of disability and 90% of salary thereafter to age sixty-five (65). The Plan shall carry a Consumer Price Index-W yearly escalator for those on disability and shall not coordinate with teacher retirement disability. The Plan shall also contain a Social Security Freeze, a successive disability benefit, and a recurrent disability clause. The Plan shall contain a five- year "Own Occupation: - definition of "total disability" meaning that during the first five (5) years, the employee is unable to perform the substantial duties of his/her regular occupation. The 5-year requirement begins from the date the waiting period is satisfied. The carrier shall be mutually agreed upon by the Board and the

Association. The carrier or specifications shall not be changed without mutual agreement. The Board shall pay the full cost of the premium for all teachers.

J. Background Checks

2. The school corporation will pay the total cost of statutorily required background checks for current teachers. This does not include new applicants.

**ARTICLE V  
RETIREMENT BENEFITS**

A. Retirement Benefits

1. Section 401(a) Plan
  - a. The Board shall establish and maintain a qualified Section 401(a) Annuity Plan ("401(a) Plan") for all certified employees. The Board shall contribute an amount equal to one and one quarter percent (1.25%) of such an employee's base salary into this Section 401(a) account.
  - b. The parties agree that any increases in contributions made by the Board to the Section 401(a) Plan on behalf of certified employees shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for certified employees.
  - c. The Board shall deposit employer contributions for each employee into Section 401(a) Plan maintained by the Board. Such deposits will be made monthly.
  - d. All employees shall be one hundred percent vested in the Board's contribution to such teachers' Section 401(a) account.
2. VEBA
  - a. The Board will contribute an amount equal to one and one quarter percent (1.25%) of a teacher's salary schedule salary into an individual VEBA account for the teacher.
  - b. The Board shall deposit employer contributions for each employee into the VEBA Plan maintained by the Board. Such deposits will be made monthly.
  - c. All employees shall be one hundred percent vested in the Board's contribution to such teacher's VEBA account.
  - d. The parties agree that any increases in contributions made by the Board to the VEBA account on behalf of certified employees shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for certified employees.

**ARTICLE VI  
PAID DAYS OFF (PDO)**

- A. Each teacher covered by the terms of this Contract shall be entitled to be absent from work for a total of eighteen (18) Paid Days Off (PDO) per school year. PDO can only be taken in ½ day increments (either take ½ day or full day).
- B. Any PDO taken immediately before or immediately after a scheduled break will count double. Any PDO taken consecutively, beyond three (3) days, must include a doctor's note justifying the need to be absent from work.
- C. Each teacher may accumulate unused PDO up to a maximum of one hundred and fifty (150) days. At the end of each school year, the Board will buy any annual unused PDO above 150 days at the rate of fifty dollars (\$50.00) per day and shall deposit the money for such days into the teacher's Section 403(b) account.
- D. Five (5) workdays' leave shall be provided for the death of parent or stepparent, spouse, child, or stepchild. Five (5) calendar days' leave shall be provided for the death of a brother or sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece. The teacher requesting the leave must complete a bereavement leave form identifying the relative for whom leave is requested.
- E. Teachers eligible for retirement benefits will receive a one-time payment in the form of a payroll check at the rate of \$50 per day for any unused sick days up to a maximum of 150 days accumulated at retirement. Upon retirement from the Southwestern Jefferson County Consolidated School Corporation, a teacher shall be fully vested in the retirement described in Appendix C-2 in order to receive this benefit.

**ARTICLE VII  
LEAVE OF ABSENCE**

A. Maternity Leave:

- 1. A teacher who is pregnant shall be entitled to use accumulated PDO for any period of disability because of the pregnancy. Said teacher shall notify the Superintendent in writing of the intention to take such leave. Except in cases of emergency, the teacher shall provide written notice to the building administrator at least thirty (30) days prior to the date on which the leave is to begin.

B. Paid Parental Leave:

- 1. In the case of the birth or adoption of a child, the teacher adopting or non-birth parent who elects not to take the one-year unpaid parental leave of absence described in the teacher administrative guidelines may use up to ten (10) days of paid parental leave. These paid parental leave days shall be deducted from the teacher's accumulated PDO.

C. Court Leave:

1. Teachers covered by this Contract shall be granted court leave with pay for the time necessary to make judicially mandated appearance(s) in any court proceeding resulting from activities relating to the teacher's employment with the school corporation. This leave will not be used for employer/employee contract disputes.

D. Jury Duty Leave:

1. When requested, a teacher may serve on jury duty. The Board shall pay the teacher his full salary provided that such teacher agrees to return to the Board all pay received for serving on jury duty.

E. Association Leave

1. The Association President or his or her designee shall be entitled to two (2) days of Association leave to be used to conduct business on behalf of the Association.

F. Sick Leave Bank

1. The purpose of the Sick Leave Bank shall be to provide a teacher income protection in the event of illness or injury which exhausts his/her accumulated personal illness leave. Only a member of the bargaining unit shall be eligible to become a member of the Sick Leave Bank.

a. Funding

- i. Each bargaining unit member in the Corporation who wishes to join the Sick Leave Bank during any appropriate enrollment period must contribute one (1) day of such employee's unused PDO to the Sick Leave Bank. Enrollment shall be open from the first day of school until September 15<sup>th</sup> of each school year. An employee hired by the School Corporation after the annual enrollment period has passed shall have fifteen (15) days from the date of employment to enroll in the Sick Leave Bank. Enrollment in the Sick Leave Bank shall be on the prescribed form. Retiring or resigning teachers shall be permitted to donate two (2) accumulated PDO to the Sick Leave Bank upon termination of employment.
- ii. One (1) day shall be contributed by each member during each Open Enrollment Period. Current members shall not be required to contribute a day during any open enrollment period if the total number of days in the Sick Leave Bank at the beginning of the Open Enrollment Period exceeds one hundred (100).
- iii. Should the Sick Leave Bank exhaust all days during the school year, members who wish to continue to participate for the remainder of that year shall be required to contribute one (1) additional day to maintain membership. No further requests for contributions from current members shall be made during that school year even if the Sick Leave Bank

becomes totally exhausted. If the individual does not make this second contribution, such individual ceases to be a member for the remainder of that year, subject to the following exception: any person who drew or is drawing days from the Sick Leave Bank during the year in question, such individual shall remain a member for remainder of that year, even though that individual does not contribute the second day.

- iv. Once an individual contributes a day or days to the Sick Leave Bank, such contribution shall not be refundable, regardless of any subsequent loss of membership or resignation of membership by the individual and regardless of any change in the individual's employment status.
- v. Participation in the Sick Leave Bank shall be voluntary, and no employee shall have any liability or obligation to maintain his or her membership or to pay or contribute PDO to the Sick Leave Bank or to any individual at any time when the Sick Leave Bank has become exhausted.
- vi. The Corporation shall contribute no days whatsoever to the Sick Leave Bank, nor shall the Corporation itself fund the Sick Leave Bank in any other manner. Furthermore, the Corporation shall in no event have any liability or obligation to pay for days or to fund the Sick Leave Bank at any time when such Sick Leave Bank has been exhausted.
- vii. A committee of three (3) members will administer the Sick Leave Bank. Two (2) committee members will be appointed by the Association and one by the Corporation. All requests for the utilization of the Bank will be directed to this committee for approval or denial.
- viii. The Sick Leave Bank committee shall designate one of its members as chairperson. Said chairperson will be responsible for calling all meetings when notified of a request by the Superintendent's office.
- ix. Any unused Sick Leave Bank days at the conclusion of the school year shall be carried over to the next school year as days still available for use.
- x. Any granted days that are unused shall be returned to the Sick Leave Bank.

b. Membership

- i. Employees shall become members by contributing one (1) PDO to the Sick Leave Bank during the period of open enrollment. Membership shall be lost, however, if the individual fails to make any additional contribution required (whether at open enrollment for any subsequent year or at any time when the second day is to be contributed mid-year). Individuals who have lost or failed to continue their membership are free to rejoin the Sick Leave Bank subsequently by contributing one (1) PDO during an Open Enrollment Period at the beginning of the school year.



- ii. All contributions shall be made via the Sick Leave Bank Contribution Form designed by the Sick Leave Bank Committee.
  - iii. The Sick Leave Bank Contribution Form shall be available to all bargaining unit members in the Office of the Principal in each building, in the Office of the Superintendent, or from the Sick Leave Bank Committee Chairperson.
  - iv. Upon completion of the Sick Leave Bank Contribution Form, the bargaining unit member shall return said Form to the Sick Leave Bank Committee Chairperson, who shall be responsible for delivering said Form to the Office of the Superintendent for proper recording. If errors appear on the Sick Leave Bank Contribution Form, the Sick Leave Bank Chairperson shall notify the contributing member so that proper corrections may be made.
- c. Rules of Usage
- i. Sick Leave Bank benefits shall be used for the personal illness, quarantine, or disability of the member only. Each use of the Sick Leave Bank must be supported by a written request for its use from the Sick Leave Bank member and must be accompanied by a physician's statement substantiating the absence, indicating the nature of the illness, and giving a prognosis for the member's return to work. The School Corporation may at its own expense require that a member who wishes to draw or continue to draw from the Sick Leave Bank have a physical examination from a licensed physician of the Corporation's choice once every six (6) weeks in order to determine the member's eligibility.
  - ii. An individual member who wishes to use the Sick Leave Bank must wait at least six (6) days without pay before use of the Sick Leave Bank will be authorized; these days are not reclaimable from the Sick Leave Bank.
  - iii. The Committee on a first come-first serve basis shall review applications for Sick Leave Bank usage. In addition, several people may draw on the Sick Leave Bank simultaneously, even though the result may be total exhaustion of the Sick Leave Bank before any or all such persons recover from their illnesses. A teacher shall not be awarded with more than thirty-five (35) days per school year from the Sick Leave Bank.
  - iv. Days taken from the Sick Leave Bank shall apply only to those days for which a bargaining unit member would receive pay if the member were not under disability.
  - v. Sick Leave Bank benefits shall not be paid for any day for which the bargaining unit member takes any other type of leave or attempts to combine fringe benefits (including, but not limited to, any Long-Term

Disability Insurance Benefit or Workers Compensation benefits), if such taking of leave or combination of benefits would operate in a manner such that the bargaining unit member would, should Sick Leave Bank benefits be paid, draw "double" or otherwise increase pay for the day.

- vi. Sick Leave Bank days may be used for any regular contracted days but shall, in no event, be used for or during summer school employment.
- vii. Leave from the Sick Leave Bank may not be used for maternity or childbirth insofar as such leaves reflect accommodations made for the sake of convenience or in connection with statutory law unconnected with substantial and actual medical disability. However, Sick Leave Bank days may be used for any actual, medically determined physical or mental disability arising out of pregnancy or childbirth.

d. Request for Use of Sick Bank Days

- i. All requests for Sick Leave Bank days shall be made via the Sick Leave Bank Request Form that is developed by the Sick Leave Bank Committee.
- ii. The Sick Leave Bank Request Form shall be available to all bargaining unit members in the Office of the Principal in each building, the Office of the Superintendent, and from the Sick Leave Bank Committee Chairperson.
- iii. Completed Sick Leave Bank Request Forms must be submitted to the Sick Leave Bank Committee in triplicate. Upon receipt of said request, the Sick Leave Bank Committee chairperson shall notify the Office of the Superintendent of such request. After the Sick Leave Bank Committee has ruled on the request, the disposition of the Sick Leave Bank Committee shall be mailed to the requesting party and to the Office of the Superintendent.
- iv. In case of serious illness, making it impossible for the requesting party to complete the Sick Leave Bank Request Form, it is understood that the next-of-kin may make the application.

e. Accounting

- i. The School Corporation shall provide the Association President or the Sick Leave Bank Committee Chairperson, upon written request of the Association, a status report on the Sick Leave Bank. Such status report shall include the names of bargaining unit members participating in the Sick Leave Bank, the number of days in the Sick Leave Bank, and the number of days used to date from the Sick Leave Bank.

**ARTICLE VIII  
TERM OF CONTRACT**

This Contract is made and entered into at Hanover, Indiana on the 13th day of November, 2023, by and between the Board of School Trustees of the Southwestern Jefferson County Consolidated Schools, County of Jefferson, State of Indiana, party of the first part, heretofore referred to as the "Board" and the Southwestern Jefferson Classroom Teachers Association, affiliated with the Indiana State Teacher's Association and the National Education Association, party of the second part, heretofore referred to as the "Association".

This Contract shall be effective as of July 1, 2023, and shall continue in effect through June 30, 2025. Both parties agree that no language in this contract shall be modified during the term of this Agreement unless both parties mutually agree to such modification (except for those provisions which specifically go into effect or expire by their terms on dates prior to the end of the Contract term).

The undersigned attest to the following:

1. A public hearing was held in compliance with Indiana Code 20-29-6-1 (b) on September 19, 2023, and participation from the parties and/or public was permitted; and
2. A public meeting in compliance with Indiana Code 20-29-6-19 (a) was held on November 7, 2023, to discuss the tentative agreement and participation from the governing body and/or public was permitted.

This Contract is so attested to by the parties whose signatures appear below.

BOARD OF SCHOOL TRUSTEES OF THE SOUTHWESTERN JEFFERSON COUNTY  
CONSOLIDATED SCHOOL CORPORATION.

\_\_\_\_\_  
Richard Stockdale, President

\_\_\_\_\_  
John Jones, Vice President

\_\_\_\_\_  
Misty Jacobs, Secretary

\_\_\_\_\_  
Lacie Deputy, Member

\_\_\_\_\_  
Jonathan Simpson, Member

\_\_\_\_\_  
Jeffrey Bates, Superintendent

SOUTHWESTERN JEFFERSON COUNTY CONSOLIDATED CLASSROOM TEACHERS'  
ASSOCIATION

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
President

#### A. 2023-2024 Transition to New Schedule

1. A teacher who satisfies the evaluation factor will be placed on the 2023-2024 salary schedule at the salary/lane that is one step below the teacher's current salary/lane. For example, move from salary/lane "B" to salary/lane "C".
2. The transition of teachers to the 2023-2024 salary schedule is based on the academic need to retain teachers important to the school corporation to ensure educational continuity.
3. Except those who are eligible per IC 20-28-9-1.5(f), any teacher receiving an evaluation rating of ineffective or improvement necessary for the prior school year will not be eligible for any base salary increase, will not be placed or transition onto the 2023-2024 salary schedule, and shall remain at their prior year salary.

#### B. Stipends

1. Effective with the first teacher contract day of the 2023-2024 and 2024-2025 school year, any teacher who is absent for five (5) days or fewer during the school year AND attends parent/teacher conferences AND attends Southwestern's High School graduation will receive a \$1000 stipend.
2. For the 2023-2024 school year ONLY, all returning teachers at the top of the Masters Salary Schedule, that have an effective or highly effective rating for the 2022-2023 school year, will be given a one-time stipend in the amount of \$1000. For the 2024-2025 school year ONLY, all returning teachers at the top of the Masters Salary Schedule that have an effective or highly effective rating for the 2023-2024 school year, will be given a one-time stipend in the amount of \$1000. These stipends are based on the academic need to retain teachers important to the School Corporation to ensure education continuity.
3. For the 2023-2024 school year ONLY, all returning teachers who are past ROW "O" on the Bachelors Salary Schedule, that have an effective or highly effective rating for the 2022-2023 school year, will be given a one-time stipend in the amount of \$500. For the 2024-2025 school year ONLY, all returning teachers who are past ROW "O" on the Bachelors Salary Schedule, that have an effective or highly effective rating for the 2023-2024 school year, will be given a one-time stipend in the amount of \$500. These stipends are based on the academic need to retain teachers important to the School Corporation to ensure educational continuity.
4. For the 2023-2024 school year ONLY, all Returning, Rehired, Retired Teachers, that have an effective or highly effective rating for the 2022-2023 school year, will be given a one-time stipend in the amount of \$1000. For the 2024-2025 school year ONLY, all Returning, Rehired, Retired Teachers, that have an effective or highly effective rating for the 2023-2024 school year, will be given a one-time stipend in the amount of \$1000. These stipends are based on the academic need to retain teachers important to the School Corporation to ensure educational continuity.

5. All stipends given for the 2023-2024 and 2024-2025 school years will be prorated for any teacher who teaches less than full-time.

C. Teacher Retention Catch-Up

1. The following teachers will receive the corresponding catch-up amounts added to their base amounts for the 2023-2034 school year only. These amounts are based on the academic need to retain teachers important to the school corporation to ensure educational continuity.

Teacher Employee ID #	Amount Add to Base
3094	\$1,000.00
1046	\$2,000.00
3892	\$2,000.00
8898	\$1,000.00
3666	\$4,000.00
7431	\$2,000.00
3095	\$1,000.00
3029	\$4,000.00
3008	\$2,000.00
8899	\$1,000.00
1063	\$1,000.00

D. INPRS Contribution

In addition to the compensation provided above, the Board shall pay the Indiana Public Retirement System (INPRS) an additional three percent (3.00%) of each certificated employee's compensation as the teacher's contribution obligation to the Indiana Public Retirement System (INPRS).

E. Salary Range

1. The salary range for returning teachers for the 2023-2024 school year is \$43,750 to \$75,750.
2. The salary range for returning teachers for the 2024-2025 school year is \$44,750 to \$76,750.

F. Eligibility

1. A teacher must receive an evaluation rating of Effective or Highly Effective on his/her prior school year evaluation to be eligible for a base salary increase in the current school year.
2. During the term of this agreement, no teacher shall receive credit on the salary schedule for prior experience unless said experience is recognized and reimbursed by the State. Credit shall be given for military service as provided for by state law. Any teacher who teaches at least one hundred and twenty (120) days during any given school year shall earn credit for one (1) full year of teaching. A teacher must

have been employed by the School Corporation for at least one hundred and twenty (120) days in the prior school year to be eligible for a base salary increase for the current school year.

3. Any teacher receiving an evaluation rating of ineffective or improvement necessary for the prior school year will not be eligible for any base salary increase in the current school year, except those who are eligible per IC 20-28-9-1.5(f). Specifically, teachers in their first two full years of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating the prior school year.

#### G. Factors

1. Education - a teacher must complete an additional content area degree (Masters) beyond the requirement for employment. Eligible content areas are those defined by the IDOE in which the teacher currently teaches. or any content area approved by the superintendent.
2. Evaluation - The teacher must receive an evaluation rating of Effective or Highly Effective for the prior school year. Any teacher receiving an evaluation rating of ineffective or improvement necessary will not be eligible for any increase in salary, except those who are eligible per IC 20-28-9-1.5(f).
3. Academic Needs - For the 2023-2024 and 2024-2025 school year, any salary increase caused by transition to the 2023-2024 and 2024-2025 schedule is based on Academic Needs, which is defined as the need to retain teachers important to the School Corporation to ensure education continuity.

#### H. Movement on Schedule

1. Teachers will advance on the scale for the 2023-2024 school year.
  2. Movement in Bachelor's column- For the 2024-2025 school year ONLY, a teacher in the Bachelor's column who receives an evaluation rating of effective or highly effective on his/her prior school year evaluation will advance one row in the Bachelor's column for the current school year.
  3. Movement in Master's column- For the 2024-2025 school year ONLY, a teacher in the Master's column who receives an evaluation rating of effective or highly effective on his/her prior school year evaluation will advance one row in the Master's column for the current school year.
- I. Movement from Bachelor's to Master's column - A teacher who receives an evaluation rating of effective or highly effective on his/her prior school year evaluation and completes an additional content area degree (Masters) beyond the requirement for employment will move from the Bachelor's column to the Master's column in the same row.

Weight Attributed to Factors

1. 2023-2024 School Year
  - a. Evaluation – 50%
  - b. Academic Needs – 50%
2. 2024-2025 School Year
  - a. Evaluation – \$1,000.00
  - b. Education -- \$1,000.00

J. Disqualification

1. Except as provided by Indiana Code IC 20-28-9-1.5(f), a teacher who receives an evaluation rating of ineffective or improvement necessary on his/her prior school year evaluation shall not be eligible to receive a base salary increase and shall continue to receive his/her prior year salary.

K. Redistribution

1. Any funds otherwise allocated for teachers who received evaluation ratings of ineffective or improvement necessary on their prior school year evaluation shall be equally distributed as a stipend to teachers who receive an evaluation rating of effective or highly effective for the same evaluation period.

L. Time of Payment

1. The Board will pay the base salary increases and the redistribution stipends described herein not later than sixty (60) days after the state data needed to finalize prior year evaluations is received from the State of Indiana. Base salary increases will be applied retroactively to the start of the school year.

M. Lack of Funding

1. If sufficient funding is not available in any future year to fund complete movement on the salary schedule of all teachers who would otherwise meet the requirements to move on the schedule, the parties will negotiate an alternative compensation arrangement that is compliant with Indiana law and comports with the funding available (if any) at that time.

N. New Hires

1. New hires will be placed on the NEW HIRES salary schedule in the row and column that most closely approximates the row and column for current teachers with comparable education. The Superintendent has the discretion to hire new staff members up to three (3) rows above or three (3) rows below the row and column that most closely approximates the row and column for current teachers with comparable education.

O. Rehired Retired Teachers

1. Teachers who are retired from any Indiana school corporation who are hired by the Southwestern Jefferson County Consolidated School Corporation will be paid \$58,000.00.

P. New Monies

1. If the State Tuition Support increase for the 2024-2025 school year is determined to be \$300,000 or more, this contract shall be re-opened for the purpose of bargaining wages and/or fringe benefits.



APPENDIX A  
 SOUTHWESTERN JEFFERSON COUNTY CONSOLIDATED SCHOOL CORPORATION  
 2023-2024  
 NEW HIRE & CURRENT TEACHER SALARY SCHEDULE

Row	BS Salary	Row	MS Salary
A	\$43,750.00	A	\$45,750.00
B	\$44,750.00	B	\$46,750.00
C	\$45,750.00	C	\$47,750.00
D	\$46,750.00	D	\$48,750.00
E	\$47,750.00	E	\$49,750.00
F	\$48,750.00	F	\$50,750.00
G	\$49,750.00	G	\$51,750.00
H	\$50,750.00	H	\$52,750.00
I	\$51,750.00	I	\$53,750.00
J	\$52,750.00	J	\$54,750.00
K	\$53,750.00	K	\$55,750.00
L	\$54,750.00	L	\$56,750.00
M	\$55,750.00	M	\$57,750.00
N	\$56,750.00	N	\$58,750.00
O	\$57,750.00	O	\$59,750.00
P	\$58,750.00	P	\$60,750.00
Q	\$58,750.00	Q	\$61,750.00
R	\$58,750.00	R	\$62,750.00
S	\$58,750.00	S	\$63,750.00
T	\$58,750.00	T	\$64,750.00
U	\$58,750.00	U	\$65,750.00
V	\$58,750.00	V	\$66,750.00
W	\$58,750.00	W	\$67,750.00
X	\$58,750.00	X	\$68,750.00
Y	\$58,750.00	Y	\$69,750.00
Z	\$58,750.00	Z	\$70,750.00
AA	\$58,750.00	AA	\$71,750.00
BB	\$58,750.00	BB	\$72,750.00
CC	\$58,750.00	CC	\$73,750.00
DD	\$58,750.00	DD	\$74,750.00
EE	\$58,750.00	EE	\$75,750.00

SOUTHWESTERN JEFFERSON COUNTY CONSOLIDATED SCHOOL CORPORATION  
 2024-2025  
 NEW HIRE & CURRENT TEACHER SALARY SCHEDULE

Row	BS Salary	Row	MS Salary
A	\$44,750.00	A	\$46,750.00
B	\$45,750.00	B	\$47,750.00
C	\$46,750.00	C	\$48,750.00
D	\$47,750.00	D	\$49,750.00
E	\$48,750.00	E	\$50,750.00
F	\$49,750.00	F	\$51,750.00
G	\$50,750.00	G	\$52,750.00
H	\$51,750.00	H	\$53,750.00
I	\$52,750.00	I	\$54,750.00
J	\$53,750.00	J	\$55,750.00
K	\$54,750.00	K	\$56,750.00
L	\$55,750.00	L	\$57,750.00
M	\$56,750.00	M	\$58,750.00
N	\$57,750.00	N	\$59,750.00
O	\$58,750.00	O	\$60,750.00
P	\$59,750.00	P	\$61,750.00
Q	\$59,750.00	Q	\$62,750.00
R	\$59,750.00	R	\$63,750.00
S	\$59,750.00	S	\$64,750.00
T	\$59,750.00	T	\$65,750.00
U	\$59,750.00	U	\$66,750.00
V	\$59,750.00	V	\$67,750.00
W	\$59,750.00	W	\$68,750.00
X	\$59,750.00	X	\$69,750.00
Y	\$59,750.00	Y	\$70,750.00
Z	\$59,750.00	Z	\$71,750.00
AA	\$59,750.00	AA	\$72,750.00
BB	\$59,750.00	BB	\$73,750.00
CC	\$59,750.00	CC	\$74,750.00
DD	\$59,750.00	DD	\$75,750.00
EE	\$59,750.00	EE	\$76,750.00

## APPENDIX B

### Southwestern Jefferson County Consolidated School Corporation EXTRACURRICULAR SCHEDULE

#### **CATEGORY A – Academic Coaching**

<i>Academic Coordinators</i>	2023-2024	2024-2025
• Academic Coordinator (Elementary)	\$165.00	\$182.00
• Academic Coordinator (MS/HS)	\$165.00	\$182.00
<i>Academic Coaches (Elementary)</i>		
• Math Bowl Coach	\$715.00	\$787.00
• Robotics	\$715.00	\$787.00
• Science Bowl Coach	\$715.00	\$787.00
• Spell Bowl Coach	\$715.00	\$787.00
<i>Academic Coaches (Middle School)</i>		
• Math Bowl Coach	\$715.00	\$787.00
• Robotics	\$715.00	\$787.00
• Science Bowl Coach	\$715.00	\$787.00
• Spell Bowl Coach	\$715.00	\$787.00
<i>Academic Coaches (High School)</i>		
• English Academic Superbowl Coach	\$715.00	\$787.00
• Fine Arts Academic Superbowl Coach	\$715.00	\$787.00
• Math Academic Superbowl Coach	\$715.00	\$787.00
• Science Academic Superbowl Coach	\$715.00	\$787.00
• Social Studies Academic Superbowl Coach	\$715.00	\$787.00
• Speech Team	\$715.00	\$787.00
• Spell Bowl Academic Superbowl Coach	\$715.00	\$787.00

#### **CATEGORY B – Staff Positions/Student Organizations**

<i>Technology Coordinators</i>		
• Elementary	\$1,761.00	\$1,937.00
• Middle / High School	\$1,761.00	\$1,937.00
<i>Class Sponsors</i>		
• Senior Class	\$1,129.00	\$1,242.00
• Junior Class	\$1,504.00	\$1,654.00
• Sophomore Class	\$301.00	\$331.00
• Freshman Class	\$301.00	\$331.00
<i>Music Activities</i>		
• Choir		
○ Elementary Choir Director	\$683.00	\$751.00
○ Show Choir Director	\$2,670.00	\$2,937.00
○ Assistant Show Choir Director	\$1,539.00	\$1,693.00
○ MS/HS Choral Director (Begins 2021-2022)	\$1,650.00	\$1,815.00
• Band		
○ Concert Band	\$3,522.00	\$3,874.00

○ Marching Band	\$2,701.00	\$2,971.00
○ Marching Band Color Guard Assistant	\$1,855.00	\$2,041.00
○ Pep Band	\$1,174.00	\$1,291.00
○ Regatta Parade	\$586.00	\$645.00
○ Summer Band Camp	\$2,349.00	\$2,584.00
○ Summer Band Camp Staff	\$1,100.00	\$1,210.00
○ Contest Assistant to Instrumental Director	\$616.00	\$678.00
○ Winter Guard	\$1,813.00	\$1,994.00
○ Winter Parade	\$586.00	\$645.00

*Publications*

● Elementary Yearbook	\$751.00	\$826.00
● Middle School Yearbook	\$550.00	\$605.00
● High School Yearbook (Rebian)	\$1,443.00	\$1,587.00

*Student Organization*

● Art Club (Elementary)	\$513.00	\$564.00
● FFA (MS/HS)	\$1,291.00	\$1,420.00
● French Club	\$513.00	\$564.00
● National Honor Society	\$751.00	\$826.00
● Spanish Club	\$513.00	\$564.00
● Student Council (Elementary)	\$1,033.00	\$1,136.00
● Student Council (Middle School)	\$1,033.00	\$1,136.00
● Student Council (High School)	\$1,033.00	\$1,136.00
● TRAC – Teen Reading Activity Club	\$518.00	\$564.00
● Archery	\$1,000.00	\$1,100.00

*Other*

● Summer Online Teaching	\$660.00	\$726.00
● AP/Dual Credit (Teacher – Not Class)	\$550.00	\$605.00
● ELL Coordinator(s)		
○ Elementary ELL	\$1,761.00	\$1,937.00
○ Middle / High ELL	\$1,761.00	\$1,937.00

**CATEGORY C – Athletics**

*ATHLETICS*

● Athletic Home Events		
Athletic Home Events MS (not in formula)	\$3,300.00	\$3,630.00

*Baseball Coaching*

● Boys Varsity	\$3,585.00	\$3,944.00
● Boys Assistant 1 / Junior Varsity	\$1,693.00	\$1,862.00
● Middle School Baseball	\$1,129.00	\$1,242.00
● Boys Assistant 2 (req. 20 players)	\$1,143.00	\$1,257.00

*Basketball Coaching*

● Boys Varsity	\$6,937.00	\$7,631.00
● Boys JV / Assistant 1 (req. team of 10 players)	\$3,759.00	\$4,135.00
● Boys Ninth Grade / Assistant 2 (req. 20 Players)	\$2,254.00	\$2,479.00

• Boys Eighth Grade	\$1,693.00	\$1,862.00
• Boys seventh Grade	\$1,693.00	\$1,862.00
• Boys sixth Grade	\$1,596.00	\$1,756.00
• Girls Varsity	\$6,937.00	\$7,631.00
• Girls JV / Assistant 1 (req. team of 10 players)	\$3,759.00	\$4,135.00
• Girls Ninth Grade / Assistant 2 (req. 20 Players)	\$2,254.00	\$2,479.00
• Girls Eighth Grade	\$1,693.00	\$1,862.00
• Girls seventh Grade	\$1,693.00	\$1,862.00
• Girls sixth Grade	\$1,596.00	\$1,756.00
<i>Cheerleading Sponsor</i>		
• Varsity Basketball	\$1,837.00	\$2,021.00
• Junior Varsity Basketball	\$939.00	\$1,033.00
• Middle School Basketball	\$939.00	\$1,033.00
<i>Cross Country Coaching</i>		
• Varsity Boys/Girls w/o Assistants	\$3,850.00	\$4,235.00
• Boys Varsity Coach	\$2,742.00	\$3,016.00
• Girls Varsity Coach	\$2,742.00	\$3,016.00
• HS Boys Assistant (req. 10 players)	\$997.00	\$1,097.00
• MS Girls Assistant 1 (req. 10 Players)	\$654.00	\$719.00
• Middle School Coach	\$939.00	\$1,033.00
<i>Golf Coaching</i>		
• Boys Varsity	\$1,801.00	\$1,981.00
• Girls Varsity	\$1,801.00	\$1,981.00
• Middle School	\$774.00	\$851.00
<i>Intramural Director</i>		
• Coed Intramural Basketball Director	\$2,050.00	\$2,255.00
• Coed Intramural Volleyball Director	\$2,050.00	\$2,255.00
<i>Soccer Coaching</i>		
• Boys Varsity	\$2,916.00	\$3,208.00
• Boys JV / Assistant 1 (req. team of 10 players)	\$1,504.00	\$1,654.00
• Girls Varsity	\$2,916.00	\$3,208.00
• Girls Varsity / Assistant 1 (req. team of 10 players)	\$1,504.00	\$1,654.00
• Middle School Boys Soccer	\$1,080.00	\$1,188.00
• Middle School Girls Soccer	\$1,080.00	\$1,188.00
<i>Softball Coaching</i>		
• Girls Varsity	\$3,585.00	\$3,944.00
• JV / Assistant 1 (req. team of 10 players)	\$1,693.00	\$1,862.00
• Middle School Softball (Begins 2022-2023)	\$1,129.00	\$1,242.00
• Assistant 2 (req. team of 20 players)	\$1,143.00	\$1,257.00
<i>Swimming</i>		
• Boys Varsity	\$2,093.00	\$2,302.00
• Girls Varsity	\$2,093.00	\$2,302.00
• Girls / Boys Varsity (Combined)	\$4,104.00	\$4,514.00
• Girls / Boys Assistant 1 (req. 10 players)	\$1,885.00	\$2,074.00

• Girls / Boys Middle School	\$939.00	\$939.00
<i>Tennis</i>		
• Boys Varsity	\$1,837.00	\$2,021.00
• Boys Varsity Assistant 1 (req. 10 players)	\$908.00	\$999.00
• Girls Varsity	\$1,837.00	\$2,021.00
• Girls Varsity Assistant 1 (req. 10 players)	\$908.00	\$999.00
• MS Boys	\$908.00	\$999.00
• MS Girls	\$908.00	\$999.00
<i>Track</i>		
• Varsity Boys/Girls without assistants (combined)	\$4,104.00	\$4,514.00
• Boys Varsity Coach	\$2,916.00	\$3,208.00
• Girls Varsity Coach	\$2,916.00	\$3,208.00
• Boys Assistant 1 (req. 10 players)	\$1,462.00	\$1,608.00
• Girls Assistant 1 (req. 10 players)	\$1,462.00	\$1,608.00
• MS Track Boys/Girls without assistants (combined)	\$2,134.00	\$2,347.00
• Boys MS Coach	\$1,462.00	\$1,608.00
• Girls MS Coach	\$1,462.00	\$1,608.00
• Boys MS Assistant 1 (req. 10 players)	\$751.00	\$826.00
• Girls MS Assistant 1 (req. 10 players)	\$751.00	\$826.00
<i>Volleyball</i>		
• Varsity	\$3,585.00	\$3,944.00
• JV / Assistant 1 (req. team of 10 players)	\$1,719.00	\$1,891.00
• Ninth Grade / Assistant 2 (req. team of 20 players)	\$1,257.00	\$1,383.00
• Eighth Grade	\$1,129.00	\$1,242.00
• Seventh Grade	\$1,129.00	\$1,242.00
• Sixth Grade	\$1,033.00	\$1,136.00
• Boys Club	\$1,000.00	\$1,100.00
<i>Wrestling</i>		
• Varsity	\$3,585.00	\$3,944.00
• Assistant	\$1,462.00	\$1,608.00
• Middle School Coach	\$1,129.00	\$1,242.00

*The summer stipend is open to ALL high school sports programs and requires a signed hourly time sheet of 50 or more hours approved by the Athletic Director (AD). Coaches must turn in an hourly time sheet to the AD before the start of school to be eligible for the stipend.*

	2023-2024	2024-2025
• Eligible High School Coaches	\$1,650.00	\$1,815.00
<i>Extended Days*</i>		
	# of Days 2023-2024	# of Days 2024-2025
• MS/HS Librarian	6	6
• High School Counselor(s)	16	16
• Counselor 2	10	10
• MS Counselor(s)	10	10
• Elementary Counselor(s)	8	8

- Agriculture Teacher(s) 4 4
- Social Emotional Specialist(s) 5 5
- Dean of Students(s) 5 5

\*The number of extended days is included for informational purposes only and was not bargained.

**APPENDIX C**  
**RETIREMENT BUYOUT - RETIREMENT BUYOUT PLANS**

1. Elimination of Prior Agreement's Retirement Severance and Early Retirement Benefit

The Board and Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and Association confirm that Article X entitled "Early Retirement and Severance Pay " in the Prior Agreement is terminated and shall not apply to any teacher retiring or severing employment with the School Corporation on or after June 30, 2004. Except as otherwise provided herein, those teachers who retired or severed employment before June 30, 2004, shall only be entitled to the retirement benefits contained in the Prior Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

2. Entitlement to Retirement Benefits, Vesting Requirements

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

- a. A teacher must be at least 55 years of age and must have twelve (12) years of service with the School Corporation; or
- b. A teacher must be at least 50 years old with twenty-five (25) years of service with the School Corporation; or
- c. A teacher must have at least twelve (12) years of service with the School Corporation and be receiving payments for long-term disability from the School Corporation's long-term disability insurance carrier.
- d. The teacher must be at the top of the salary Column on or before August 1 prior to commencement of retirement.
- e. The teacher must notify the Superintendent of Schools in writing on or before March 1 of the year of retirement.
- f. In the event a teacher is unable to give timely notice of retirement and is forced to retire because of ill health, accident, or other unforeseen events, the required notice of retirement may be waived by the Superintendent.

3. Actuarial Determination of Value of Current Retirement Bridge and Severance Benefits

The Educational Services Company ("ESC") has been selected to determine the present value of the unfunded Severance Benefits and Retirement Bridge benefits described in the Prior Agreement. In making this present value determination, ESC shall use the following assumptions:

- a. Interest Rate. The assumed interest rate for purposes of determining the present value of the retirement severance benefits contained in the Prior Agreement is four percent (4%)



from the time of deposit through the end of the third year and seven percent (7%) per year thereafter. The interest reverts to four percent (4%) at the assumed time of retirement.

- 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-eight (58) or at the end of the current year, if the individual is already fifty-eight (58) or older.
- c. Retirement Severance Pay. The anticipated amount of the retirement severance benefits contained in the Prior Agreement shall be determined using the formula described in Article X, Section A of the Prior Agreement. These calculations assume that each teacher carries five (5) PDO per year forward until such time as he or she reaches to contractual maximum of one hundred fifty (150) days. However, it is assumed that individuals do not retire until the later of: (i) the attainment of age fifty-eight (58) or (ii) satisfaction of the eligibility requirements of this new Article.
- d. Early Retirement Pay- the anticipated amount of the Retirement Bridge Pay shall be calculated using the dollar amounts set forth in and the provisions of Article X, Section B of the Prior Agreement. However, it is assumed that individuals do not retire until the later of:
  - (i) the attainment of age 58 or
  - (ii) satisfaction of the eligibility requirements of this new Article.
- e. Health Insurance. For purposes of calculating the value of the retirement health insurance benefit found in Article X, Section B-5 of the Prior Agreement, the parties agree to use an assumed annual post-retirement group health insurance cost of two thousand one hundred dollars (\$2,100) for the single premium. However, it is assumed that individuals do not retire until the later of:
  - (i) the attainment of age 58 or
  - (ii) satisfaction of the eligibility requirements of this new Article.
- f. Turnover/Termination. The parties agree that a termination assumption of 2.85% per year was used by the actuary to calculate the present value retirement severance and early retirement benefits found in Article X of the Prior Agreement.
- g. Mortality. The parties agreed to use a mortality assumption that certain employees will die prior to meeting the vesting requirements for the Retirement Buyout dollars, as provided by the actuary.
- h. FICA. The present value of the future retirement severance and early retirement benefits contained in the Prior Agreement will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the retirement severance benefits contained in the Prior Agreement had been paid directly to the employee.
- i. Exclusion of Employees. Employees hired after June 30, 2004, shall not be entitled to any payment for the eliminated retirement severance benefits contained in the Prior

Agreement. In other words, no contribution shall be made for individuals hired or rehired on or after June 30, 2004.

- j. 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 June 30, 2004. However, if the Board shall have approved a leave of absence of not more than one
  - (1) fiscal year for an employee, such a period of leave shall not result in forfeiture provided the employee shall promptly return to employment following the expiration of the period of leave. If a teacher is released due to reduction in force the money in their accounts will not be forfeited until their name is removed from the recall list according to Article VII.
- k. Calculation Date. The present value of the retirement severance benefits contained in the Prior Agreement shall be calculated as of June 30, 2004.

4. 401(a) Plan.

The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan") for teachers employed by the Southwestern Jefferson County Consolidated School Corporation prior to June 30, 2004. The amount of the buyout contribution calculated using the actuarial assumptions set forth above shall be contributed by the School Corporation to the 401(a) Plan. The 401(a) Plan's terms and conditions for the administration of the plan shall be as follows.

- a. Separate Accounts. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the 401(a) Plan.
- b. Vesting. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate 401(a) Plan account.
- c. Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article for any reason, the terminated employee's 401(a) Plan account shall be forfeited. The forfeited amounts shall not be returned to the School Corporation. Instead, forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate Section 401(a) accounts in a manner like that used by ESC in initially determining the present value calculations. Therefore, the Section 401(a) accounts of the following employees will not share in the reallocation of a forfeiture of a Section 401(a) account:
  - 1. Employees who have forfeited their Section 401(a) accounts in the same year.
  - 2. Employees who previously forfeited their Section 401(a) accounts; and
  - 3. Employees who have attained age 58, their assumed retirement age, or have terminated their employment before the year of the reallocated forfeiture.

- d. Distributions. Following retirement and the satisfaction of the eligibility requirements set forth in this Article, a retired employee may elect to commence distributions from his 401(a) Plan account.
  - e. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the 401(a) Plan assets.
  - f. Additional Plans. The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.
5. VEBA. The School Corporation shall contribute to a voluntary employees' beneficiary association ("VEBA"), as described in section 501(c)(9) of the Internal Revenue Code, that amount representing the present value of the group health insurance benefits, as calculated for all employees using the assumptions to which the parties mutually agreed as set forth above. Additional terms and conditions for the administration and operations of the VEBA shall be as follows:
- a. Separate Accounts. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the VEBA.
  - b. Vesting. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
  - c. Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section B of this Article for any reason, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then-remaining separate VEBA accounts in a manner like that used in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:
    - 1. Employees who have forfeited their VEBA accounts in the same year.
    - 2. Employees who previously forfeited their VEBA accounts; and
    - 3. Employees who have reached their assumed retirement age or have terminated employment in or before the year of the reallocated forfeiture.
  - d. Distributions. Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may use the amounts held in his/her separate VEBA account pay all expenses as allowed by the provider and law for the employee, spouse, and dependents. Furthermore, following the death of the

employee who had otherwise satisfied the vesting requirements of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. (At no time may the VEBA make loans to an employee, his/her spouse, or dependents.)

- e. Costs. 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.