TAYLOR COMMUNITY SCHOOL CORPORATION

MASTER AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF

THE

TAYLOR COMMUNITY SCHOOL CORPORATION AND

THE TAYLOR EDUCATION ASSOCIATION



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PREAMBLE

The Master Agreement is recognized as a contract entered into by and between the Board of School Trustees of the Taylor Community School Corporation, hereinafter called the "Board," and the Taylor Education Association, hereinafter called the "Association."

TERMS OF THE AGREEMENT

The Board and the Association subscribe to the principle that difference shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that, during the life of this Agreement, there shall be no strikes as defined in IC 20-29. The Board agrees that during the life of this Agreement, there shall be no lockout.

The parties agree that all bargainable items have been discussed during the bargaining sessions leading to this Agreement, and therefore, agree that bargaining will not be reopened on any item, whether contained herein or not, during the life of this Agreement, unless written mutual consent is given by both parties.

This contract supersedes and cancels all previous agreements whether verbal or written between the school corporation and the association. If any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this contract shall not be affected.

This Agreement will be effective as of July 1, 2026 and shall continue through June 30, 2027. Contract language items may be reopened by mutual consent of both parties.

Whenever any notice is required to be given either of the parties to this Agreement to the other party, it shall be done by registered letter to the following addresses:

If by the Association to the Board at:

3750 E. Co. Rd. 300 So. Kokomo, IN 46902

If by the Board to the Association at:

3794 E. Co. Rd. 300 So. Kokomo, IN 46902

The undersigned attest to the following:

1. A public hearing was held in compliance with Indiana Code 20-29-6-1(b) on September 9, 2026 and electronic participation from the parties and/or public was not permitted; and

2. A public meeting in compliance with Indiana Code 20-29-6-19 was held on November 4, 2026 to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted; and

3. The contract was approved by the Board of School Trustees and ratified by a majority of teachers as members by the TEA in the Taylor Community School Corporation on November 11, 2026, a date at least 72 hours after the public meeting required by Indiana Code 20-29-6-19(a) to discuss the tentative agreement.

Julie Rykeman
President of the Association

Dennis Bentzler
President of the Board

Nicholas Weidt
Spokesperson of the Association

Steven Dishon
Chairperson of the Board's Negotiating Team

10.26.26
Date Ratified by Association

11/11/2026
Date Ratified by Board

ARTICLE I
Recognition and Rights

A. Board Recognition and Rights

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school corporation, both to the fullest extent authorized by law and in any manner or decision it shall deem appropriate limited only by that which is inconsistent with law or violative of the provisions of this Agreement.

B. Association Recognition and Rights

1. The Board recognizes the Association as the exclusive bargaining agent for all certificated employees of the Board for the duration of the Agreement, except the superintendent, principals, assistant principals, director of high school guidance, and activities director.

2. Paid Association Leave-The Board shall release the Association president and/or his/her designees for up to five (5) days per school year and an additional five (5) per school year for lobbying activities. The release time will be taken in full or one- half (1/2) day increments. Such release time to conduct Association business or lobbying activities shall be taken at the Association's discretion, provided that the superintendent's office is notified two (2) days in advance, except in case of emergency. The Association agrees to reimburse the corporation at the end of the school year at the current rate of substitute pay. In addition, when the president and/or his/her designees engage in Association activities, the representatives shall be given such time without loss of pay. The superintendent may grant additional Association and lobbying days under special circumstances.

C. Liability Insurance

The Board recognizes that it shall give support and assistance to teachers with respect to the maintenance and control of discipline in the school. The Board will carry adequate liability insurance for the teacher that conducts himself/herself as a responsible and prudent employee acting within the scope of his/her employment while administering the directives of the local board and administration or the state and federal government.

Article II
Definitions

1. The term "Board" means the school employer, the Board of School Trustees of the Taylor Community School Corporation.

2. The term "Association" means the school employee organization, Taylor Education Association, which has been recognized as the exclusive representative of said certificated school employees, or persons duly authorized to act on behalf of such representative.

3. The term "Daily Rate" means the teacher's base salary divided by the teacher's number of contract days.

ARTICLE III
Leaves-of-Absence

A. Sick Leave Bank

1. A Sick Leave Bank will be established for the voluntary participation of all teachers in the Taylor Community School Corporation. The bank will be governed by the Taylor Education Association Sick Bank Committee and will be operated under the following criteria:

   a. Each teacher may donate one (1) of his/her sick leave days or paid leave days per year to the bank. Part-time teachers may donate one-half (1/2) sick leave day or paid leave day per year to the bank. The maximum total days that can be used from the Sick Leave Bank in any calendar year shall not exceed five hundred (500) days.

   b. Enrollment in the bank will not extend beyond two (2) weeks after the first day of school, except for a new teacher hired into the corporation after that date. The new teacher shall have two (2) weeks to enroll.

2. Eligibility for bank use:

   a. The teacher must be a member in the bank.

   b. He/she must have depleted all accumulated illness days in this corporation except for five (5) paid leave days.

   c. Application for use of Sick Leave Bank days shall be made in writing to the Sick Bank Committee. The application shall be accompanied by a statement from the attending physician describing the nature of the disability and the approximate length of the disability, if known.

   d. The number of days an individual may use shall not exceed ten (10) times his or her contributions to the bank.

e. Additional days and/or exceptions to the above criteria may be allowed by the Sick Bank Committee.

f. Disputed claims may be taken before the TEA executive committee, and, if a satisfactory solution is not reached, it may be taken before the total membership of the Sick Leave Bank for final disposition.

3. The TEA Sick Bank Committee will, on the third Wednesday of each month, provide the superintendent with a complete accounting of the Sick Leave Bank, to include, but not be limited to: names of participants, each participant's contribution, the number of days accumulated by each individual, and the total number of days in the bank.

4. Any teacher who is injured while performing his professional duties at school or away on approved school-related business may receive additional days in accordance with (2)(e) above.

B. Paid Leave Days

Certified employees may be absent due to personal illness, personal business, or family illness for twelve (12) days during the contract year without the loss of compensation. Certified employees may use leave accrued from a prior year for paid leave in excess of twelve (12) pursuant to the provisions in this Section B. Paid Leave may be taken in one-half (1/2) day increments. Unused leave days shall be accumulated to an unlimited amount. Paid Leave which exceeds more than three (3) consecutive days must be approved medical leave or, for non-medical leave situations, will go before a committee comprised of an equal number of TEA members and Administrators for pre-approval. A secret ballot vote will be held between the members of the committee. A TEA member and an administrator on the committee will count the votes. If there is still a tie, the tie will be resolved by the Superintendent and the TEA president. If the Superintendent and the TEA president are unable to reach agreement, the request will be deemed to be denied. Furthermore, the number of teachers using Paid Leave before or after a school break to extend school breaks shall be limited to the first (as determined by the email system) two (2) teachers in each building before each break and two (2) teachers in each building after each break who submit written requests to the teacher's principal via email, unless the leave is required under federal or state law (*e.g.*, FMLA or ADA leave) or is approved by the superintendent. School break is defined as fall break, Thanksgiving break, winter break, spring break, and summer break. This does not include three-day weekends, such as occur with Labor Day, Martin Luther King Day, President's Day, Veteran's Day, Good Friday, and Memorial Day. State law will be followed in transferring accumulated illness leave from previous employment in other school corporations.

C. Leave Buyback

Effective August 5, 2024, teachers who have accumulated one hundred twenty (120) or more unused leave days may sell back up to five (5) unused days from their annual allotment of leave days at the rate of $100 per day. Teachers must request the sell back in writing to the Corporation office and will receive this pay after June 1 each school year.

D. Bereavement Leave

1. A leave of five (5) school days shall be allowed immediately following the death or funeral of the employee's spouse, parent, children, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, or a person who lives in the same home as part of the family. The definition of immediate family shall also include a stillbirth or miscarriage by the teacher, or the teacher's spouse or partner. The Board may request medical documentation from the teacher confirming the stillbirth or miscarriage. A teacher may use the bereavement days provided by this section nonconsecutively. All bereavement days provided by this section must be used within ninety (90) days from the date of the death. Supporting documents may be requested if there is evidence of this provision being abused.

2. Two (2) school days shall be allowed for the death of the employee's or employee's spouse's grandparent, brother-in-law, sister-in-law, niece, nephew, aunt, uncle, or first cousin.

3. In special situations or extenuating circumstances, the superintendent may grant additional days.

E. Disability Leave

1. A teacher who is unable to teach because of personal illness or disability shall be granted a leave-of-absence without pay if the teacher provides the superintendent with:

   a. A written request for said leave.

   b. A statement from a licensed physician attesting to the disability of the teacher and the teacher's inability to continue his/her teaching duties.

2. Ordinarily, disability leaves shall be no longer than one (1) year. A statement from a licensed physician attesting to the ability of the teacher to return to his/her teaching duties shall be provided at least ten (10) school days before reinstatement. In special situations or extenuating circumstances, the Board of School Trustees may review an extension of a disability leave request by a teacher.

F. Pregnancy Leave

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section immediately upon her request and certification of the emergency from an attending physician. All or any portion of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available illness leave.

G. Parental Leave

Any teacher who is pregnant, whose spouse is pregnant, or who adopts a child is entitled to five (5) parental leave days and an unpaid leave of absence for up to one (1) year following the birth or adoption of the child. The teacher shall notify the superintendent of the expected length of this leave, including either a copy of the birth certificate of the newborn or documentation verifying the placement of the adopted child, whichever is applicable. A teacher's right to parental leave will be coordinated with the teacher's rights under the Family Medical Leave Act (FMLA) and any applicable leave policies adopted by the Board or in Indiana law. This leave may be taken without jeopardy to reemployment, retirement, and salary benefits.

H. Professional Leave

1. All staff members shall be considered eligible for two (2) days of professional leave for the purpose of school visitation and/or conference leaves. Additional days may be granted at the discretion of the building principal. Requirements are as follows:

   a. The leave pertains to the employee's teaching responsibility and/or extracurricular assignments.

   b. The teacher submits a written request for said leave on the proper form.

   c. The form is filed no later than seven (7) working days prior to the anticipated leave with the appropriate principal.

2. Within four (4) working days prior to anticipated leave(s), the building principal will notify those teachers whose attendance has been approved and/or disapproved. The Association president shall also be notified by receiving a copy of the form(s) in the president's assigned mailbox of all approval(s) or disapproval(s) within four (4) working days prior to anticipated leave(s).

3. Registration fees, meals, room cost, and travel expenses not to exceed the current IRS rate with a maximum of two hundred (200) miles, and substitute teacher will be paid by the school corporation, provided the teacher submits all information requested on the form and includes a full report of conference or visitation.

I. Court Days

Any teacher who is called for jury duty or court witness not against his/her school employer shall receive court days to fulfill his civil obligation. However, for jury duty, the corporation will only pay the difference between his regular daily salary and compensation received for jury duty. This leave shall not be deducted from illness leave or from paid leave days.

J. Political Leave

1. Leaves without pay shall be granted to serve in elected public office. Such leaves shall be granted after election and renewed annually for necessary absences during the term of office. Each said absence shall be no less than one (1) day in length. To be granted, such leaves must be applied for within two (2) weeks of election to office.

2. In addition, a leave of two (2) continuous weeks without pay for campaigning will be granted immediately prior to the election.

K. Study Leave

The Board may grant a leave-of-absence without pay for full-time advanced study for a period of one (1) year to teachers who have given satisfactory service in the school system.

L. Military Leave

A certified staff member on leave for military service shall receive compensation in accordance with applicable law during the period of leave and shall continue to accrue seniority subject to any applicable collectively bargained agreement during the period of leave for military service. Staff members on leave for military service are entitled to continued health insurance coverage as if they were not on leave during absences for drills and absences for annual training. During leave for drills and annual training of not more than fifteen (15) consecutive or nonconsecutive days per calendar year the staff member shall be entitled to receive their regular School Corporation pay if they sign the pay received for the military service over to the School Corporation.

M. Other Leaves

1. The Board will consider, at its discretion, for any teacher an unpaid leave-of-absence for one (1) school year provided that the teacher applies for such leave before May 1 in writing. Reasons for an unpaid leave may include health, travel, work experience or other reasons deemed appropriate by the Board.

2. Teachers granted an unpaid leave of one (1) year, provided that they return upon the expiration thereof, are guaranteed a similar position.

3. Any teacher with less than five (5) years of experience with Taylor Community School Corporation shall be given preferential treatment by the Board if the teacher requests a special teaching assignment such as Peace Corps, National Teacher Corps, Exchange or Overseas Teaching with the Department of Defense.

4. In the event that the government position does not materialize after Board approval, the Board may consider the teacher for the same, or similar, teaching position for the following year; however, if the position has been filled, the Board has no obligation to the teacher for that year.

5. Full time leave for teachers who are duly elected officers or employees of the state

national association or its affiliates, the Indiana State Teachers Association or the National Education Association will be granted if the leaves are at one semester in duration and requested at least sixty (60) calendar days in advance. The notification timeline may be waived by mutual consent of the parties. The leave shall be for the duration of term of office or for a period of two (2) years if the leave is taken on the basis that the teacher is an employee of the state or national affiliate. Teachers electing this leave shall be governed by paragraph L. of this Article and the leave shall be without compensation or benefits.

N. Leaves in General

1. Upon return to work after the conclusion of approved leave, an effort will be made to place the teacher in the same grade level or position that he/she left. Insurance benefits may be continued at the employee's expense during the leave in accordance with the terms of the insurance policies.

2. The superintendent may send a letter by registered mail to all teachers on approved leaves on or after April 1 of the year on leave. This letter will ask each teacher for his or her intent to return to teaching after his/her approved leave. The teacher has ten (10) working days to respond from the date receiving the letter. A copy of each superintendent's letter must be sent to the president of the Association for the Association's records. A teacher who submits an intent not to return to teaching after the leave shall be considered to have resigned from the school corporation effective the date the superintendent receives the teacher's reply.

ARTICLE IV
Retirement Benefits

A. Early Retirement Incentive Plan [Applies to teachers aged 55 to 62]

1. This section establishes a retirement bridge which provides up to 7 annual payments to eligible teachers who retire between the ages of 55 to 62.

2. Eligibility Requirements

   a. Teacher must have 10 consecutive years of service with Taylor.

   b. Teacher must meet the Rule of 85 (years of teacher experience plus age at retirement= 85).

   c. The teacher must be no more than 7 years away from early Social Security eligible (age 62) [meaning at least 55 years old at the date of retirement – 62-7 = 55].

   d. Teacher must apply for the benefit by March 1 of the teacher's final year of teaching.

e. Teacher must actually retire and submit written proof of retirement registered by ISTRF

3. Benefit

Teachers who meet these eligibility requirements receive the following benefits:

a. Regular CBA Retirement Benefits: Teacher receives the Terminal Leave and Severance described in Section B below.

b. Retirement Bridge Payment: A year bridge benefit from the time the teacher retires (must be at least 55 to qualify) until the earlier of the time the teacher qualifies for early Social Security at age62 OR has received 7 annual payments.

4. Calculation of Benefit

[Teacher's Salary at time of retirement - base salary] x .40

B. Terminal Leave and Severance Pay

1. Eligibility

a. Teacher must satisfy INPRS requirements for normal or early teacher retirement.

b. Immediately prior to retirement, the teacher must have completed not less than three (3) full years of service as a professional educator for Taylor.

c. Teacher must submit written irrevocable resignation to Board and superintendent by March 1 of year of retirement.

2. Submission of Notice of Retirement

Submission of retirement notice may be accomplished in the following manner:

a. Binding notice of the intention to retire may be submitted to the superintendent's office on or before August 15 of the teacher's final year of service to the corporation or

b. Non-binding notice of retirement may be submitted to the superintendent's office on or before August 15 of the teacher's final year of service to the corporation; or

c. In any case, written notice of the professional employee's intention to retire shall be due in the superintendent's office on or before December 31 of the teacher's final year of service to qualify for terminal pay benefits.

3. Calculation of Terminal Pay Benefits

   a. Teacher gives notice by August 15 of teacher's final year of service in the corporation

Taylor Community Year of Service	Percent of Final Year's Salary
6 to 10 years	16%
10 years or more	26%

   b. Teacher gives non-binding notice by August 15 and binding notice of retirement by December 31 of teacher's final year of service in the corporation

Taylor Community Year of Service	Percent of Final Year's Salary
6 to 10 years	15.5%
10 years or more	26%

   c. Teacher provides written notice of intent to retire after August 15 but before December 31 of teacher's final year of service in the corporation

Taylor Community Year of Service	Percent of Final Year's Salary
6 to 10 years	15%
10 years or more	25%

C. Compensation for Unused Leave

1. Teacher must qualify for terminal pay.

2. Benefit = $30 per day x up to 185 accumulated illness days at retirement.

3. Teacher may be compensated for up to ten (10) additional accumulated leave days at the established daily rate paid to noncertificated substitute teachers.

4. If teacher who receiving terminal and/or severance pay dies, the teacher's estate shall receive the balance of such pay.

5. Any professional employee who qualifies for terminal pay may also receive severance of thirty dollars ($30) times the number of illness days he/she has accumulated up to one hundred eighty-five (185) days. Up to an additional ten (10) days shall be compensated as the daily rate being paid to non-certificated substitute teachers. The number of days established shall be determined at the final day of service of the last year of service to the corporation. In the event of unexpected early retirement due to health, the procedure in (d.) above shall be followed.

   If a teacher who is receiving terminal and/or severance pay dies, his estate shall receive the balance of such pay.

D. 401(a) Contribution

The Board will contribute for the 2023-2024 school year an amount equal to 1% of each teacher's base salary (excluding ECA, extended days, etc.) to the teacher's 401(a) plan. This account is immediately vested.

E. Membership in TRF and Social Security

Membership in the Indiana State Teachers' Retirement Fund and Social Security is compulsory for all certificated or licensed personnel.

F. Entitlement to Retirement Benefits and Vesting Requirements

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

1. In the year (September 1 through August 31) of the teacher's retirement, the retiring teacher must satisfy the Indiana Teacher Retirement Fund's requirement for normal or early retirement.

2. Immediately prior to retirement, the teacher must have completed not less than three (3) full years of service as a professional educator with the Taylor Community School Corporation.

3. The retiring teacher must submit a written unconditional and irrevocable letter of resignation to both the Board and the Superintendent no later than March 1 of the year when retirement is to begin. However, in the event a teacher is unable to give the required notice because of an accident, ill health, or for another unforeseen reason, the Board shall accept the teacher's late letter of resignation.

G. Continuation of Group Health Insurance

Any teacher retiring from the school corporation prior to reaching age sixty-five (65) shall be eligible to continue in the group health insurance plan until age sixty-five, provided the carrier permits such participation, by contributing the full monthly premium owed the insurance carrier directly to the school corporation, according to the guidelines outlined below. The teacher must satisfy the Indiana Teacher Retirement Fund's requirement for normal or early retirement or before June 30 of retirement year, and have a minimum of six (6) years of experience with the Taylor Community School Corporation to qualify for this benefit. To start coverage, the teacher shall pay two months' premiums, one of which the corporation shall hold in reserve. Thereafter, monthly premiums are due on or before the first of the month preceding coverage. Failure to remit the monthly payment by the scheduled date shall result in permanent cancellation of the benefit without right to reinstatement.

H. Hold Harmless

The Board agrees to indemnify the Association and hold it harmless against any liability arising out of or related to the implementation of this article. The Board agrees to provide the complete legal defense for the Association including court costs, attorney fees, payment of judgments, penalties and any interest, in any action, administrative or judicial, arising out of or related to the implementation of this article. The Association agrees to surrender to the Board full responsibility for defense of any such claim or suit or other form of liability. The Association agrees to cooperate with the attorneys selected by the Board to provide the defenses called for under this paragraph.

I. Early Retirement Incentive

If the Board decides to offer an early retirement incentive to teachers during the 2026-2027 school year, then the Superintendent will notify eligible teachers of the terms of the early retirement incentive by no later than February 1, 2027. If an early retirement incentive is offered by the Board during the 2026-2027 school year and an eligible teacher would like to accept the incentive, then such eligible teacher must notify the Superintendent of his/her intention to receive the early retirement incentive by no later than March 1, 2027.

ARTICLE IV
Compensation

A. The parties have agreed to a compensation plan within the salary schedule. The schedule is located in Appendix A.

1. Salary Range: The salary range before increases for 2026-2027 school year for returning teachers is 42,500 to $75,700 not including TRF contributions. The salary range after increases for the 2026-2027 school year for returning teachers is $45,000 to $76,000 not including TRF contributions.

2. Factors and Definitions:

Academic Needs 1: means the need to retain and catch up all teachers employed by the School Corporation (teacher retention catch up).
Academic Needs 2: means the need to increase the salaries of teachers with 0 years of experience in 2025-2026 to one (1) year of service for 2026-2027 to correct compression at steps 0 and 1 to meet the statutory minimum base salary.

Evaluation: means the teacher's most recent evaluation result was sufficient to retain employment with the School Corporation.

3. Literacy Endorsement

The base salary of teachers who possess a literacy endorsement will be adjusted, as

needed, to reflect a $200 differential (in comparison to the base salary of teachers who otherwise have the same credentials but do not possess a literacy endorsement). If the endorsement is completed by August 1 and verification is received by the Human Resources Department by August 30, the teacher's salary will be adjusted according to the contract for that school year.

4. Distribution:

   Academic Needs 1: All base salaries will be increased by $500 for the 2026-2027 school year based on academic needs as a teacher retention catch up payment for all teachers employed by the School Corporation.

2026-2027 Base Salary	$45,000
2025-2026 Base Salary	$42,500
Teacher Retention Catch up	$2,500
Teachers with 0-1 years	$2,000
Teachers with 2-3 years	$1,500
Teachers with 5 or more years	$500

   Teachers with 5 or more years of experience will also receive a $1,000 stipend.

Academic Needs 2:	$1000
Evaluation:	$500

5. New hire placement: Letters will equate to years of experience for salary placement. Experience shall be for all classroom teaching experience if such experience is listed on the teacher's application and if the experience is in a private or parochial school certified by the Indiana Department of Education or recognized by the duly authorized state agency of any other state. Credit will also be given for each year of military service and/or Peace Corps service up to a maximum of four (4) years respectively.

   Compensation earned by a teacher on a partial contract will be awarded on a pro-rata basis

B. A teacher who is not provided with a car and who is authorized to use his own automobile in pursuance of assigned school duties shall be reimbursed at the current IRS rate.

C. Compensation for leaves--refer to Article III.

D. All certified staff members shall have the right to payroll deductions for credit union, annuity programs, insurance programs, and charitable organizations. Deductions may be selected or changed quarterly each year.

E. A teacher shall be allowed to be paid twenty-one (21) or twenty-six (26) equal payments provided the teacher provides a signed written request on forms provided by the corporation

on or before the first day of school in any given school year. The method of payment cannot be changed during any school year. The first payment is to occur within the first ten (10) days of each school year.

1. Each teacher shall receive a payroll schedule in written form that specifies the paydays for the school year on or before the assigned organization day.

2. All payroll will be distributed through direct deposit. Unique exceptions may be approved by the superintendent.

F. The board will contribute to any teacher an amount equal to costs incurred by the teacher if the teacher's child, ward, or adopted child attends the Taylor Community School Corporation, and out-of-district tuition is charged. This additional compensation will be treated as salary and subject to taxation and any other requirements associated with salary. This benefit shall continue for the life of this contract and must meet all guidelines of the State Board of Accounts.

G. Summer School

1. Teachers of summer school classes shall be issued a supplemental service teacher's contract and shall be paid for each hour of instruction at the hourly rate based upon the regular Taylor Community School Corporation teacher's contract.

2. The Board shall provide each summer school teacher who works for at least nine (9) days during the summer session will receive one (1) day of paid leave for the summer school session. If the one (1) day is not used in the summer school session, such day shall be added to the teacher's accumulated paid leave days at the end of summer school.

H. Homebound Assignments

In the event the school corporation deems it necessary to provide homebound educational instruction for a student, the instruction will be provided by the teachers responsible for providing the primary education to the student immediately prior to the beginning of the homebound instruction; unless that teacher elects not to provide the homebound instruction. Should that teacher elect not to provide the homebound instruction, the homebound instruction shall be provided using the following guidelines: most senior applicant within the grade level or subject area, then within the building, and finally within the district. (The preceding language was not bargained and is included for informational purposes only.) The teacher shall be paid at his/her hourly rate, based on the number of hours per day identified in the teacher's regular teacher's contract. The teacher will record time on state board approved time sheets. In the event that a homebound student does not attend a session, the teacher will be paid the hourly rate for the fifteen- minute waiting period and then may leave.

I. Retiring Teachers Returning to the Classroom.

All retired teachers hired by TCSC shall be included in the TEA bargaining unit. Part-

time returning retired teachers shall receive salary and fringe benefits on a pro-rata basis. Returning retired teachers' benefits shall include all contract benefits including health and other insurances in Article V, provided the insurance carriers agree to enroll returning retired teachers. Returning retired teachers' benefits shall not include retirement benefits in Article III, including no contributions to ISTRF. Returning retired teachers shall be placed at the salary placement they occupied when they retired. Returning retired teachers shall be employed on a one-year contract. (This sentence was not bargained and is for informational purposes only). If a returning retired teacher is collecting social security and requests to be placed at a salary lower than s/he would be placed per the language, the school can place the individual lower on the salary schedule with agreement from TEA.

J. Expanded Criminal History Background Check

The Board shall pay for the cost of the expanded criminal history check that is required for existing employees by the school corporation per IC.20-26-5-10. A member of central office will provide a link to the teacher(s) chosen. The background check must be completed within 30 days of the link being sent.

K. Dual Credit Course Stipend

Teachers who teach dual credit course(s) will receive a $500 stipend per course per semester. The stipend will be paid out in January and in June of each year.

L. Class Coverage

Teachers who cover class for another teacher will receive an Earned Coverage Day for every six (6) classes they cover in a given school year if they work in a building which has such designations, or every five and one-half (5.5) hours covered in a given school year if working in a building which does not. Once a teacher accumulates the required number of class periods/preps or hours covered, the teacher will turn in documentation to the building secretary for verification and submission to central office. A teacher may use up to six (6) Earned Coverage Days per year.

Earned Coverage Days may be used in full day increments in lieu of Paid Leave. Any Earned Coverage Days which are unused at the end of the contract year shall convert to Paid Leave on a one-to-one basis and shall accrue pursuant to the provisions in Article II, Section B of this contract. Any remaining preps/periods or hours which do not equal one Earned Coverage Day will be allowed to roll over into the following school year.

M. Leave Coverage

A teacher who is asked and receives prior written approval from the principal or other administrator to cover daily duties for another teacher while that teacher is on leave will be compensated at the rate of two hundred dollars ($200) per week for each week of coverage if the teacher on leave's position is not filled with a licensed substitute.

N. Leave Preparation

A teacher asked and approved by the principal or other administrator to prepare plans for a leave of absence will be compensated at the rate of two hundred dollars ($200) for each week of lesson plans prepared.

O. Special Education Preparation Leave

A special education teacher asked and approved by the principal or other administrator to prepare plans for a leave of absence will be compensated at the rate of two hundred dollars ($200) for each week of lesson plans prepared.

ARTICLE V
Insurance Benefits

The Board will provide the following insurance benefits (effective September 1, 2020 for Medical and Dental):

A. Life Insurance

A group life insurance protection plan which shall pay the teacher's beneficiary, in the event of death, a sum two (2) times that teachers' contract salary rounded to the next higher thousand dollars; and in the event of an accidental death, a sum of not less than two (2) times that amount shall be paid. The Board will pay for the purchase of the corporation's life insurance program. The teacher shall pay one dollar ($1.00). The amount of income tax owed on the life insurance over fifty thousand dollars ($50,000) shall be deducted in quarterly equal payments.

B. Health Insurance

The Board shall pay six thousand, seven hundred thirty-six dollars ($6,736) towards the purchase of a single health insurance plan. The Board shall pay the lesser of the premium or twelve thousand two hundred thirty-two dollars ($12,232) towards the purchase of an employee plus one/or employee + Children health insurance plan. The Board shall pay fourteen thousand one hundred ninety-four dollars ($14,194) towards the purchase of a family health insurance plan. However, the teacher shall pay at least one dollar ($1.00) for the plan selected. The Board' s contribution toward the purchase of a single, employee plus one, employee + Children, and family health insurance plan will be paid on a pro-rated basis for part-time teachers who select coverage.

If two family members are employed by the corporation, and select to participate in the family plan of health insurance, the board will apply the family plan contribution ($14,194) for one teacher, and the single plan contribution ($ 6,736) for the spousal teacher toward the purchase of the health insurance plan selected.

If two family members are employed by the corporation, and select to participate in the

employee plus one plan of health insurance, the board will apply the employee plus one/or employee + Children plan contribution of $ 12,232 and the single contribution of $ 6,736 for the spousal teacher toward the purchase of the health insurance plan selected.

Insurance coverage with the School Corporation shall terminate on the last day of the month in which an employee terminates his/her employment.

In the event the cost of health insurance premiums increases prior to June 30, 2027, the parties agree that they will collaboratively determine each party's share of any premium increase.

C. Dental Insurance

The Board will pay two hundred and seventy-five dollars ($275) towards the purchase of a single dental plan. The Board will pay six hundred dollars ($600) towards the purchase of a family dental plan. However, the teacher shall pay at least one dollar ($1.00) for the plan selected. A teacher who teaches part-time will receive a pro-rated amount toward the coverage they select.

If two family members are employed by the corporation, and select to participate in the family dental plan, the board will apply the family plan contribution ($600) for one teacher and the single plan contribution ($275) for the other teacher.

D. Long Term Disability

The Board shall provide each teacher with long-term disability coverage. Teachers will be required to complete all required documentation accepting long-term disability insurance. The Board shall pay the entire premium except one dollar ($1.00). The long – term disability plan shall include the following:

1. Benefits: Sixty-six-and -two-third's percent (66-2/3%) of the insured's base compensation ($5,000) per month maximum) exclusive of overtime, bonus, and other such compensation.
2. Elimination period of ninety (90) days
3. Mental illness shall be treated as any other disability
4. The plan shall carry a consumer price index with a yearly escalator for those on disability. The plan shall not coordinate with teacher retirement disability.

E. Short-Term Disability

Any teacher may participate in the short-term disability insurance at their own expense. The cost will be deducted in equal amounts from their pay.

F. Vision Plan

At their own expense, any teacher may participate in the group Vision Plan. The coverage of the Vision Plan will be mutually agreed to by TCSC and TEA.

G. Cancer Plan

At their own expense, any teacher may participate in a group Cancer Plan.

H. Miscellaneous

Every certified employee is eligible for the above-mentioned programs in accordance with the provisions of the policies. The Association may make recommendations regarding insurance plans and carriers. All full-time and part-time instructors on a regular contract are eligible for all the insurance policies on a pro-rated basis.

All retired teachers shall be allowed to continue any or all group insurance plan(s) at their own expense, provided the carrier permits such participation.

Any teacher whose membership in the group medical insurance is terminated because the teacher has attained the maximum age for coverage established by the carrier and is still employed by the Board shall continue to receive insurance benefits in the form of payments to Medicare and a supplemental medical insurance plan provided by the group carrier in accordance to limitations within this Agreement.

The Board and Association will share all information such as insurance carriers and the type of coverages for the following policies, such as: life, health, short- and long-term disability, vision, and prescription.

There will be no change in the carrier of any insurance plan without the mutual agreement of the parties.

Except as otherwise required by law, teachers on approved, unpaid leaves-of-absence of more than one (1) month shall have the option to continue in any or all of the insurance programs provided for in this contract by paying the premiums at their own expense in a manner directed by the Board.

I. 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 or retired bargaining unit member so requesting. The salary schedule shall include an amount set aside for Section 125 benefits which includes non-taxable benefits of major medical, long• term disability, short-term disability, Section 79 life, non-reimbursed medical, and dependent care. See Appendix F for Section 125 Employee/Employer Contract.

2. Payroll deduction shall be made available to the administrator of the plan for voluntary universal life, annuities and disability coverage when applicable.

3. The corporation shall provide the above Section 125 fringe benefit plan to all teachers. The carrier for the plan shall be American Fidelity Assurance.

4. Any administrative costs of the plan shall be paid by the employee.

ARTICLE VI
Grievance Procedure

A. Definitions

1. Grievance--A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this contract.

2. Teacher is any person expressly covered by this Agreement.

3. An aggrieved party is a teacher or group of teachers who submit a grievance, or on whose behalf a grievance is submitted.

B. Submission of Grievance

1. Before a submission of a written grievance, the aggrieved party must attempt to resolve the grievance informally with the grievant's immediate supervisor.

2. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provisions of this Agreement alleged to have been violated, the time when and the place where the alleged event or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of a grievance and regress sought by the aggrieved party. Prescribed forms will be available for teacher reference at each attendance center and through the Association.

3. A grievance shall be deemed waived unless it is submitted within fourteen (14) school days after the aggrieved party, or Association knew of the events or conditions on which the grievance is based.

4. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the building principal. If the teacher or group of teacher's desires, an Association representative will be present at all meetings.

5. The Association shall submit a grievance which involves a teacher or group of teachers and is limited in effect to one school directly to the building principal of that school. Otherwise, the grievance shall be submitted directly to the superintendent of schools.

6. The Association shall submit issues which are not under the authority of the building principal directly to the Superintendent.

C. Procedure

1. The building principal shall respond in writing within five (5) school days to each grievance filed at his level. If the aggrieved party is not satisfied with the response of the building principal, he/she may submit a copy of the grievance to the superintendent of schools within five (5) school days.

2. The superintendent of schools or his designated representative shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party a written statement of his position in the matter no later than ten (10) school days after such conference.

3. In the event the Association is not satisfied with the statement of the superintendent of schools with respect to the grievance, it may, within fourteen (14) school days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of arbitrators. A copy of such request shall be forwarded to the superintendent of schools.

D. Arbitration

1. The selection of the arbitrator and the rules which govern the arbitration proceedings shall be in accordance with the rules of the American Arbitration Association.

2. The arbitrator's decision will be in writing and shall set forth his findings, reasonings and conclusions on the issue submitted. The arbitrator's decision will be final and binding. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.

3. The cost of the services of the arbitrator will be borne equally by the Board of School Trustees and the Association.

4. The Board and Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party.

E. General Provisions

The time limits provided in this Article shall be strictly observed but may be extended by a written contract between the parties.

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

Appendix A:
Salary Schedule

Row	2025-2026 Salary	2026-2027 Salary	Hiring Placement on Years of Experience
A	$42,500	$45,000	0
B	$43,500	$46,000	1
C	$45,500	$47,000	2
D	$47,500	$48,000	3
E	$49,500	$49,000	4
F	$51,500	$50,000	5
G	$53,500	$52,000	6
H	$55,500	$54,000	7
I	$57,500	$56,000	8
J	$59,500	$58,000	9
K	$61,500	$60,000	10
L	$63,500	$62,000	11
M	$65,500	$64,000	12
N	$67,500	$66,000	13
O	$69,500	$68,000	14
P	$71,500	$70,000	15
Q	$73,500	$72,000	16
R	$75,500	$74,000	17
S	N/A	$76,000	18+

Appendix B:
Extracurricular Schedule

Extracurricular pay schedule will be figured on an index system based on $30,275

Activity/Sport	Index	Dollar		Activity/Sport	Index	Dollar
Volleyball 8	0.0527	1,595.00		MS Vocal	0.0248	750.00
Volleyball 7	0.0527	1,595.00		MS Guidance	0.0694	2,101.00
Boys 8 Basketball	0.0527	1,595.00		MS Student Council	0.0101	306.00
Boys 7 Basketball	0.0527	1,595.00		NJHS	0.0077	233.00
Boys 6 Basketball	0.0527	1,595.00		Art Club	0.0199	602.00
Girls 8 Basketball	0.0527	1,595.00		Spanish Club	0.0103	312.00
Girls 7 Basketball	0.0527	1,595.00		Theatre Tech Club	0.0578	1,750.00
Girls 6 Basketball	0.0527	1,595.00		Historical Society	0.0211	639.00
MS Cheer	0.0527	1,595.00		HS Student Council	0.0396	1,199.00
MS Cheer Asst.	0.0253	766.00		HS Music	0.0151	457.00
MS Cross Country	0.0527	1,595.00		HS Vocal	0.0578	1,750.00
MS Golf	0.0527	1,595.00		NHS	0.0101	306.00
MS Football	0.0527	1,595.00		Spanish Honor Society	0.0101	306.00
MS Football Asst. (a)	0.0527	1,595.00		International Robotics Asst	0.0101	306.00
MS Football Asst. (b)	0.0527	1,595.00		Art National Honor Society	0.0101	306.00
MS Track Head Coach	0.0649	2,101.00		Color Guard Director	0.1321	3,999.00
MS Track Asst.	0.0527	1,595.00		HS Marching Band Asst Director	0.1156	3,500.00
MS Wrestling	0.0527	1,595.00		HS Band Asst. Percussion Dir	0.1321	3,999.00
Athletic Supervisor (a)	0.0339	1,026.00		HS Instrumental	0.1156	3,500.00
Athletic Supervisor (b)	0.0339	1,026.00		HS Summer Instrumental	0.1156	3,500.00
HS Cross Country	0.1156	3,500.00		HS Summer Band Basics	0.0578	1,750.00
HS eSports Varsity Coach	0.1156	3,500.00		MS Summer Band Basics	0.0403	1,220.00
HS eSports Asst Coach	0.0694	2,011.00		Grade 12 Chair	0.0135	409.00
JV Baseball	0.0694	2,101.00		Grade 12 Sponsor (a)	0.0086	260.00
Varsity Baseball	0.1321	3,999.00		Grade 12 Sponsor (b)	0.0086	260.00
Varsity Baseball Asst.	0.0694	2,101.00		Grade 12 Sponsor (c)	0.0086	260.00
Freshman Basketball	0.0826	2,500.00		Grade 11 Chair	0.0104	315.00
Varsity Basketball - Boys	0.2642	7,999.00		Grade 11 Sponsor	0.0077	233.00
Varsity Basketball Asst.- Boys (a)	0.1024	3,100.00		Grade 10 Chair	0.0054	164.00
Varsity Basketball Asst.- Boys (b)	0.1024	3,100.00		Grade 9 Chair	0.0029	88.00
Varsity Basketball - Girls	0.2642	7,999.00		Special Ed Coordinator	0.0661	1,099.00
Varsity Basketball Asst. - Girls (a)	0.1024	3,100.00		High School Yearbook Sponsor		1,000.00
Varsity Basketball Asst. - Girls (b)	0.1024	3,100.00		Elementary Music	0.0248	751.00
Varsity Cheer	0.1156	3,500.00		Elementary Student Council	0.0077	233.00
Varsity Cheer HS Asst.	0.0694	2,101.00		Elementary Yearbook	0.0099	300.00
Varsity Football	0.2642	7,999.00		MS/HS Robotics		2,500.00
Varsity Football Asst. (a)	0.1123	3,400.00		HS Robotics Assistant		1,000.00
Varsity Football Asst. (b)	0.1123	3,400.00		MS Robotics Assistant		1,000.00
Varsity Football Asst. (c)	0.1123	3,400.00		Elem. Robotics		1,000.00
Varsity Football Asst. (d)	0.1123	3,400.00		Elem Robotics Assistant		500.00
Varsity Golf Boys	0.1156	3,500.00		District ELL Teacher of Record		2,000.00
Varsity Golf Girls	0.1156	3,500.00				
Varsity Soccer Asst. - Boys	0.0694	2,101.00				
Varsity Soccer - Girls	0.1156	3,500.00				
Varsity Soccer Asst. - Girls	0.0694	2,101.00				
JV Softball	0.0694	2,101.00				
Varsity Softball	0.1321	3,999.00				
Varsity Softball Asst.	0.0694	2,101.00				

Varsity Track Boys	0.1156	3,500.00				
Varsity Track Asst. Boys	0.0694	2,101.00				
Varsity Track Girls	0.1156	3,500.00				
Varsity Track Asst. Girls	0.0694	2,101.00				
Varsity Tennis - Boys	0.1156	3,500.00				
Varsity Tennis - Girls	0.1156	3,500.00				
Varsity Wrestling - Boys	0.1321	3,999.00				
Varsity Wrestling Asst. - Boys	0.0694	2,101.00				
Varsity Wrestling – Girls	0.1321	3,999.00				
Volleyball – Boys	0.1156	3,500.00				
Volleyball - Girls	0.1156	3,500.00				
Volleyball Asst. - Girls	0.0694	2,101.00				

Stipends for athletic coaching positions will not be paid for freshman basketball, middle school football, and middle school basketball if there are not enough participants to have a standalone team.

STIPENDS:

Title I Grant Coordinator	$3,000 per year
Mentor Teachers	$2,000 per year
Curriculum Coordinator	$2,000 per year
Reading Specialist Trained in Dyslexia	$2,000 per year
ELL Teacher of Record	$1,000 per year per teacher

(The following statement was not bargained, but is for informational purposes only. One in each building [elementary, middle, and high school]. Responsible for WIDA screening for all new ELL students; WIDA testing for all ELL students each spring; provide ELL & SIOP training/guidance for classroom teachers; attend SIOP and other training courses at WVEC; coordinate with ELL coordinator and classroom teachers; develop and implement ILP for all ELL students; and ongoing monitoring of ELL students.)

Teachers may elect to receive the stipends above over 21 or 26 pays, provided they inform the administration of their choice on or before the first day of school of a given school year.

When two employees share an ECA position, the stipend will be divided equally among the employees. The previous sentence was not bargained and is for informational purposes only.

EXTENDED CONTRACT INDEX (Based on each respective teacher's regular teaching salary. *The before and after school and weeks/days below are for informational purposes only and were not bargained.*):

Reading Specialist	
Before School	*1 week*
After School	*1 week*
School Guidance (TMS)	
Before School	*2 weeks*
After School	*1 week*
School Guidance (Elementary)	
Before School	*2 days*
After School	*1 days*
Media Director (Secondary)	
Before School	*1 week*
After School	*1 week*
Special Education Teachers	
Before School	*2 days*
Special Education Coordinator (K-12)	*5 days*
Special Education Chair (Secondary)	*4 days*

AFTER SCHOOL TUTORING (rate $25/hr)

REMEDIATION (rate $25/hr.; remediation will continue until the pool of $2500 is depleted for the school year.)

EXTENDED SERVICES (Rate $15.00/hr for each 6 hr. day. *The days below are for informational purposes only and were not bargained.*)

Ancillary Duties

All secondary teachers who teach a class during their prep period will be paid a stipend equal to their hourly rate.

A general education teacher of a self-contained elementary class consisting of more than one grade will be paid the sum of Five Hundred Dollars ($500.00) in addition to their basic contract. A general education teacher in middle or high school who is teaching more than one course in a given class period will be paid the sum of $125.00/year ($62.50/semester) in addition to their basic contract for each period where s/he teaches more than one course.

APPENDIX C:

Retirement Buyout Agreement (SEA 199)

Between the Taylor Education Association and The Board of School Trustees of the Taylor Community School Corporation

The following amendments shall be effective with respect to any teacher retiring on or after the 1st day of August, 2004. Any teacher who retired before the effective date will only be entitled to those benefits contained in the Contract Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

Actuarial Determination of Value of the Current Retirement Bridge and Severance Benefit Educational Services has been selected to determine the present values of the unfunded severance benefits and retirement bridge benefits described in the prior agreement. In making this present value determination, Educational Services Company shall use the following assumptions:

A. Actuarial Determination of Value of the Current Retirement Bridge and Severance Benefit

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

1. The assumed interest rate for the purpose of determining the present value is four percent (4%) for the first three (3) years, and seven percent (7%) thereafter. However, for post-retirement cash flow purposes, a four percent (4%) interest rate is used.

2. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-seven (57), or at the end of the current year if the individual is already age fifty-seven (57) or older, and has met all requirements of the Indiana Teacher Retirement Fund. If an employee continues employment after the attainment of age 57, the employee does continue to receive all ongoing board contributions to the 401(a), and the employee does continue to share in any future forfeitures.

3. The anticipated amount of the retirement bridge is determined using the amount of annual benefit described in subsection B of Article XII of the 2001-2002 Master Agreement. However, it is assumed that individuals do not retire until the later of:

   (a) the attainment of age fifty-five (55), or
   (b) satisfaction of the eligibility requirements of subsection A of Article XII of the 2001-2002 Master Agreement.

4. Using the method of calculation described in Article VIII, subsection 2 of the 2001-2002 Master Agreement, the severance benefit for each employee is determined, subject to the following adjustments:

   (a) For purposes of the calculations, projection of future sick leave accumulation is extrapolated based upon an assumed annual accrual of four (4) sick days.

   (b) The employee's base daily rate is increased by assumed years of service, according to tentative agreement related to the buy-out agreement.

5. The present value of the future severance benefits and retirement bridge payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the severance benefits and retirement bridge had been paid directly to the employee.

6. Employees hired after the 30th day of June, 2001 shall not be entitled to any payment for the eliminated retirement bridge or severance benefits. In other words, no contribution shall be made

for individuals hired or rehired on or after the 30th day of June, 2001.

7. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited to the employee if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approved a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave. This limitation shall not relate if the termination and re-hire are the result of reduction in force.

8. The present value of the severance benefits and retirement bridge under the prior agreement shall be calculatedeffective as of the 20th day of June, 2004.

9. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher was provided with his or her basic data that was used in the calculation, including, but not limited to, the following information as of the 30th day of June, 2003: base salary, age, years of service and accumulated sick leave. Education Services assisted in the preparation of this verification sheet for each teacher. The Board had the responsibility to forward the verification sheets to the respective teachers. Any corrections were to be returned to the Board on or before the 27th day of May, 2004 as final calculations were prepared and the contributions hereinafter described were commenced after such date.

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

B. Buy Out Contributions

1. 401(a) Plan: The school corporation shall establish a qualified retirement plan as described in Section 401(a) of the code. The total sum of the amount calculated by Educational Services as the present value for the retirement pay and severance benefits shall be contributed by the school corporation to the 401(a) as soon as possible, following the sale of pension bonds. Any amount over yearly legal retirement contribution limits was to be added to the individual eligible teacher's 401(a) plan accounts within the month of January, 2005. The investment vendor for the 401(a) plan shall be Met Life. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

a. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) plan.

b. Until such time that an employee has retired and satisfied the requirements set forth in subsection A of Article XII of the 2001-2002 Master Agreement, the employee shall have no access to the assets held in his or her separate 401(a) plan account.

c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection A of Article XU of the 2001-2002 Master Agreement, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall not be returned to the school corporation. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) accounts. This reallocation shall be in manner similar to that used by the Educational Services Company in initially determining the present value calculations. However, the 401(a) plan accounts

of the following employees will not share in the reallocation of a forfeiture of a 40 l(a) plan account:

i. Employees who forfeited their 40l(a) plan accounts in the same year;
ii. Employees who previously forfeited their 40 l(a) plan accounts; and
iii. Employees who have attained the age of sixty (60) and terminated employment in or before the years of the reallocated forfeiture.

Furthermore, 40 l(a) plan accounts of employees who have attained the age of fifty- nine (59), but have not terminated employment may no longer share in the reallocated forfeiture.

d. Following retirement and the satisfaction of the requirements set forth in subsection B of this Article, a retired employee may elect to commence distributions from his 401(a)-plan account. If an employee dies after having met the ten-year vesting requirement and having attained the age of 55, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a)-plan account.

e. The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plans. All costs incurred in the administration of the 40l(a) plan and investment fees shall be paid from the 40l(a) plan assets.

2. VEBA: The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, twenty percent (20%) of the total amount of the buyout. Met Life shall be the organization administering the VEBA and shall be the single investment vendor for the VEBA. The terms and conditions for the administration and operations of the VEBA shall be as follows:

a. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.

b. Until such time that an employee has retired and satisfied the eligibility requirements set forth in subsection A of Article XII of the 2001-2002 Master Agreement, the employee shall have no access to the assets held in his or her separate VEBA account.

c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection A of Article XII of the 2001-2002 Master Agreement, 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. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

(i) Employees who forfeited their VEBA accounts in the same year;
(ii) Employees who previously forfeited their VEBA accounts; and
(iii) Employees who have attained the age of sixty (60) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty-nine (59),

but who have not terminated employment may no longer share in the reallocated forfeiture.

d. Following retirement and the satisfaction of the requirements set forth in subsection A of Article XII of the 2001-2002 Master Agreement, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of subsection A of Article XII of the 2001-2002 Master Agreement, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the VEBA plan accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA plan account:

(i) Employees who forfeited their VEBA plan accounts in the same year;
(ii) Employees who previously forfeited their VEBA plan accounts; and
(iii) Employees who have attained age of sixty (60) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA plan accounts of employees who have attained the age of fifty-nine (59), but have not terminated employment may no longer share in the reallocated forfeiture.

e. The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

C. Future Adjustments

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

D. Sunset Clause and Future Enforceability

This Retirement Buyout Agreement (SEA 199) will be part of the Master Agreement as an appendix. It will not be reopened for negotiation unless agreed to by both parties. It will remain a part of the Master Agreement, enforceable in all manner and respect as to its terms, until the last certified employee affected by the buyout agreement leaves or retires from Taylor School Corp., at which time this appendix will be removed from the Master Agreement.

APPENDIX D:

Section 125

_____(employee) understand that my employer, _____
_____(employer) is providing $_____per month for the purchase of fringe benefits as part of a cafeteria plan fringe benefit program under Section 125 of the internal revenue code. I also understand that the purpose of this program is to allow employees to select their fringe benefits within the guidelines of the Revenue Act of 1978 as amended, and that I may select either taxable or non-taxable benefits, or a combination of both. It is understood that if it is necessary to have additional amounts payroll deducted for the benefits selected, those amounts will be subject to federal income tax and FICA taxation. Listed below are the benefits available under the fringe benefit program and the total monthly cost of each benefit. Please indicate which benefits you wish to select. The benefits selected will remain in effect for the plan year from _____ to _____:

	Total Cost	Employer Paid	Payroll Deduct (If needed)
_____Medical-Emp. and Dep.	$_____	$_____	$_____
_____Disability Income	_____	_____	_____
_____Group Life Insurance (Sec. 79)	_____	_____	_____
_____Dental Single & Full Family	_____	_____	_____
_____Cash	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total	_____	_____	_____

I understand that the selection of a benefit and the indication that a premium is to be paid does not necessarily include me in the insurance portions of this program. In most instances an application for insurance must also be completed.

The election form will remain in effect and cannot be revoked or changed during the plan year, unless the revocation and new election are on account of and consistent with a change in family status (e.g., marriage, divorce, death of spouse or child, birth or adoption of child, and termination of employment of spouse).

_____ _____
Date Signature of Employee