

2021-2022 Agreement

between the

BOARD OF SCHOOL TRUSTEES

of the

UNION-NORTH UNITED SCHOOL CORPORATION

and the

UNION-NORTH TEACHERS ASSOCIATION

Teacher's ratified on _____
Board approved on

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ARTICLE I
Recognition

A. The Board hereby recognizes the Association as the negotiating representative for all classroom teachers. The term classroom teachers when used hereinafter in this Agreement shall refer to all persons employed by the Union-North United School Corporation whose official assignment requires a classroom teacher's license issued by the State of Indiana or is eligible for an emergency certificate but specifically excludes Superintendents, Principals, Assistant Principals, Director of Technology, Dean of Students, and the Director of Student Activities and Athletics.

B. Recognition granted on the basis of P.L. 48-2011, State of Indiana. Any challenges to this recognition would be handled as outlined in P.L. 48-2011.

C. The Board agrees not to negotiate with any teacher's organization or individual other than the Association on matters contained in this Agreement for the duration of this Agreement, except as allowed through P.L. 48-2011.

ARTICLE II
UNTA Notification of Members

A. By September 15 of each school year, the UNTA will notify the Administration of those teachers who have executed an authorization for deduction of membership dues or assessments of the Association (including the National Education Association and the Indiana State Teachers Association).

In addition, the UNTA will include in this notification whether the teacher wishes to have said dues deductions made in ten equal payments or fifteen equal payments.

The Board shall deduct such sums as indicated starting with the second check in October from the regular salary check of all teachers signing and delivering such executions. The deductions shall be remitted not less frequently than monthly to the Association. On termination of the Contract the Superintendent's office shall deduct all unpaid Association dues from the remaining paycheck or checks.

B. Upon appropriate written authorization from the teacher by July 31st of each calendar year, to be effective as soon as possible, after the beginning of the school year, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities. Deductions for credit union (1), insurance, or any other plans or programs jointly approved by the Association and the Board will be deducted at the beginning of the school year, or as soon as the appropriate paperwork is filed in the corporation office.

C. The rights and privileges of the teachers' organization and its representative as set forth in

Article III shall be granted only to the Association as the exclusive representative of teachers.

D. The Association President or his/her designee, or designees, shall be entitled to three (3) days each year for Association business without personal loss of compensation.

~~E. Any teacher who is currently a member of the Union North Teachers Association shall have their membership renewed annually unless they take the following step. They must send by registered e-mail, return receipt requested, a notice of revocation to the Superintendent of Schools, no later than August 1 of any year preceding the school year in which they wish such revocation to take effect. Upon termination of any contract, all unpaid dues will be deducted from the teacher's remaining paychecks.~~

ARTICLE III Contract Days

A. Ancillary Duties:

1. Teachers in grades K-12 shall be paid an additional rate of \$20.00 per hour for time they are assigned to teach a class during their prep time in situations where a class has to be covered and a substitute teacher was not used. The rate shall be \$10.00 for thirty (30) minutes or less, and \$20.00 for thirty-one (31) minutes to fifty (50) minutes of actual time in that classroom.
2. For each IEP conference or 504 conference, record review meeting, and/or after school credit recovery program, which is held before or after regular school hours outside of the Board established teacher work-day, or during a teacher preparation period, teachers will be paid \$10.00. The teacher must participate in the meeting.
3. Teachers covering ~~office-assigned~~ detention ~~or supervising students receiving school-directed tutoring (such as that provided by National Honors Society students)~~ will be paid \$15.00 per detention covered.
4. Teachers covering detention on Friday nights will receive \$40.00 per night (this amounts to \$20 per hour).
5. Nothing contained herein shall be construed to prohibit the Board from offering an extended contract to an individual teacher, such additional days to be paid for at the teacher's per diem.
6. Secondary teachers contracted to teach seven periods in lieu having a planning period will be paid for the additional period at their hourly rate.
7. Secondary teachers teaching more than four (4) preparations shall be paid a stipend of \$150.00 per semester for each preparation above the maximum number of four (4). Junior High homeroom, advisor/advisee and credit recovery classes are not included in the definition of preparations. Payment to the teacher will be made through claim forms through the end of the semester during which the teacher had the additional preparation period. The above section will be waived if full-time employment cannot be maintained with fewer than five preparations.

8. Court Duty: The teacher shall be compensated without loss of pay when requested to appear for jury duty or called to testify in a case related to the job. If the teacher is paid by the court, the teacher will be compensated the difference between their regular pay and the amount received by the court.

ARTICLE IV
Leaves of Absence

A. Illness or Injury: Each teacher shall be allowed twelve (12) days during the first year of employment by the Corporation and eight (8) days thereafter accumulative to 210 days maximum. The use of allowed sick days may be used for personal illness or for illness of family members as listed: spouse, children, parents, grandparents, grandchildren, brothers, sisters, the same relationships by marriage, and father-in-law or mother-in-law. Sick leave shall be taken in .5-day increments. For those who miss 3.5 hours or less of the workday due to illness, they shall be charged with .5 day sick leave. For those who miss more than 3.5 hours of the workday, they shall be charged 1.0 days sick leave time.

In extenuating circumstances, after a teacher has expended all personal and sick days (including days borrowed from the sick bank), and following a written request from the teacher explaining the need for the additional day(s), the superintendent and the UNTA president may seek volunteers from the staff as a whole to donate their own sick time to said teacher up to a combined maximum of 25 additional days and recommend approval of this to the school board. In any of the above situations, a teacher may use his/her available sick leave one-half day at a time if necessary.

Unused sick days may be used for illness if teaching in summer school. When advanced arrangements have been made for one certified teacher to take another's place, the second will be paid contract rate. When someone subs on a day-to-day basis, even if certified, they will be paid sub pay the same as during the regular school year.

Documentation from a healthcare provider is required for any illness or injury leave of three or more consecutive workdays.

- B. Personal Leave must be taken in one-half (1/2) day or full day increments only.
1. Teachers shall be granted four (4) days of personal leave with pay per school year upon request in writing to the Superintendent.
 - a. Personal leave should be used for matters which cannot be scheduled outside of regular school hours.
 - b. Except at the discretion of the Superintendent, personal leave shall not be taken:
 - i. on the last school day immediately preceding a scheduled vacation, or
 - ii. on the first school day immediately following the end of a scheduled vacation.

c. A teacher could be eligible to use no more than six (6) personal leave days in any one contractual year. Any additional days will be added to the teacher's accumulated sick leave.

C. Bereavement Leave: A teacher shall be allowed a maximum of five (5) school days with pay for the death of a spouse, child, parent, father-in-law or mother-in-law; three (3) school days shall be allowed for the death of a grandparent, brother or sister, aunt or uncle, and the same relationships by marriage; one (1) school day for another person such as a close personal friend or colleague. Teachers who serve as pallbearers may be allowed the time necessary to serve this function (this should be settled in advance of departure). Bereavement leave for any other reason may be approved at the discretion of the Superintendent of Schools. Use of one (1) of the bereavement days in each category (i.e. 5, 3, or 1 day allowed) one (1) day may be used by the executor for the deceased up to one year away following death.

It is understood such leave shall begin at the time of death or the day thereafter and the days off must be used then or at the time of the funeral, with the exception of the one (1) executor day.

D. Family and Medical Leave - Upon written application to the Superintendent or his/her designee, an employee may request a leave of absence not otherwise covered in this agreement. Such leaves may be granted in accordance with the reasons and terms provided for in the Family and Medical Leave Act. The calculation of the period of that leave begins from the date the leave commences. At the time of application, the employee may choose to apply the benefits of the Family and Medical Leave Act to the leave requested or to waive such application. This choice shall be made by the employee at the time of application and said choice may not be rescinded thereafter. Additionally, at the time of application, the employee must designate whether any amount of his/her accrued sick days, vacation days and/or personal leave days will be used for any part of the leave being requested. This designation may not be altered or rescinded thereafter. Those days of leave which are covered by an employee's sick days, vacation days, etc. shall be included in calculation of the one year of leave. The employee may return earlier than designated in the application for leave. The provisions of the Family and Medical Leave Act shall govern all aspects of those leaves under its provisions. During the period of this leave or any portion thereunder covered by the Family and Medical Leave Act, the Board and the employee will continue to pay their respective portions of benefits for the employee as if the employee were not on leave. In the event the employee's leave extends beyond the period of time in which the Board has agreed to pay benefits, the Board's obligation to do so shall cease. However, the employee shall be given an opportunity to maintain any such benefits by paying any and all premiums due thereunder. In the event the employee is unable to pay his/her portion of benefits during the leave, the Superintendent may make special arrangements on behalf of the employee. In the event of any conflicts between the Family and Medical Leave Act and this agreement, the Family and Medical Leave Act shall govern.

E. Temporary Disability Leave - A teacher who has a temporary disability shall be entitled to an unpaid leave of up to one (1) school year. A teacher taking temporary disability leave shall use his/her accumulated sick leave days as paid leave concurrent

with any Temporary Disability Leave. The term “temporary disability” for purposes of this leave has the meaning given to “serious health condition” in regulations implementing the Family and Medical Leave Act of 1993 and includes disability arising from surgery, injury, illness, physical or mental condition and pregnancy. The teacher shall give the Superintendent at least thirty (30) calendar days written notice prior to taking leave pursuant to this Section where the need for the leave is foreseeable. However, this requirement shall not work to deny this leave to a teacher in case of emergency.

Written certification of the existence of a temporary disability from a health care provider shall be provided to the Superintendent within fifteen (15) calendar days after a written request for certification from the Superintendent. Failure to provide certification of the need for leave pursuant to this Section as requested, or to provide timely notice of intent to take leave pursuant to this Section with no reasonable excuse, may cause a delay in approval of the leave. During any unpaid leave pursuant to this section, all insurance premiums shall be paid by the corporation for a maximum period of twelve (12) weeks as long as the teacher pays his or her share by the premium due date.

F. Dependent Care Leave - A teacher shall be entitled to an unpaid leave of up to one (1) school year to provide care for a dependent who is incapable of self care. A teacher taking Dependent Care Leave shall use his/her accumulated sick leave days as paid leave concurrently with any Dependent Care Leave. For purposes of this leave, a dependent means spouse, parent, biological or adopted child, foster child or any other child or adult for whom the teacher is in loco parentis. The teacher shall provide thirty (30) calendar days written notice to the Superintendent of leave pursuant to this Section where the need for the leave is foreseeable. Written certification of the need for leave pursuant to this Section from a health care provider shall be provided to the Superintendent within fifteen (15) calendar days of written request for certification from the Superintendent. Failure to provide certification of the need for leave pursuant to this Section as requested, or to provide timely notice of intent to take leave pursuant to this Section with no reasonable excuse, may cause a delay in approval of the leave. During any unpaid leave pursuant to this section, all insurance premiums shall be paid by the corporation for a maximum period of twelve (12) weeks as long as the teacher pays his or her share by the premium due date.

G. Return From Leave: Upon return from any leave, an employee shall be restored to the position he or she held when the leave commenced or to an otherwise equivalent position with respect to pay, benefits, and other terms and conditions of employment.

H. Covid-related Leave: Due to the ongoing challenges presented by the Covid-19 pandemic, for the 2021-2022 school year, teachers shall be granted 5 days of paid sick leave at the employee’s regular rate of pay where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a healthcare provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis OR the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a healthcare provider), or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19.

ARTICLE V
Sick Leave Bank

A voluntary sick leave bank has been established for the benefit of any certified employees who elect to participate. The purpose of the sick leave bank shall be to provide a bank of days upon which participating certified employees may borrow in case of extended illness of the certified employee. The following rules shall govern the operation of the sick leave bank:

1. Any certified employee may elect to participate in the sick leave bank by contributing two (2) of his/her accumulated sick leave days to the sick leave bank.

2. The annual enrollment period for voluntary membership in the sick leave bank shall be the first ten (10) days of the school year. Any certified employee employed by the school corporation after the enrollment period has passed shall have ten (10) days from the date of employment in which to enroll in the sick leave bank. ~~For the 2020-2021 school year, teachers who are not currently members of the sick bank may join according to the provisions in section 1 by December 18, 2020.~~

3. Certified staff members who elect to become a member of the sick leave bank shall remain a member for the entire school year. Membership in the sick leave bank shall automatically continue from one school year to the next unless the member:

a. indicated in writing his/her election to withdraw from the sick leave bank. Such withdrawal must be indicated during the annual enrollment period, or

b. has withdrawn more days in one school year than he/she had contributed to the sick leave bank. In this case, the certified employee must contribute two (2) more days of his/her sick leave from his/her allocation of sick leave for the new school year in order to continue membership in the sick leave bank.

4. Members of the sick leave bank who leave the employment of the corporation or withdraw from the sick leave bank shall leave in the sick leave bank any days contributed. Under the above circumstances, such certified employees cease to be members of the sick leave bank.

5. Unused days in the bank shall carry forward from year to year. Whenever the total accumulated days in the sick leave bank fall below seventy (70) days, each member of the sick leave bank shall donate two (2) additional sick leave days to the sick leave bank in order to remain members of the sick bank. The president of the Association shall be notified when the bank has been depleted to seventy (70) days. If, after all members of the sick leave bank have been consulted, the request for days does not maintain the bank's total days at ten (10), the bank shall be discontinued, and previously donated sick days cannot be claimed upon leaving the sick bank.

6. Members may apply for loans from the sick leave bank within the following conditions:
- a. All sick leave and personal leave accumulated by the individual has been exhausted.
 - b. An individual must be absent a minimum of ten (10) consecutive days when school was in session prior to receiving a loan from the sick leave bank. (Days granted may be retroactive.)
 - c. Teachers who accumulate sick days beyond the total allowed may contribute them to the sick leave bank. Also, a member of the sick leave bank may draw a maximum of twenty-five (25) days from the sick leave bank in any one school year. **Maternity leave shall not be granted from the sick bank.** (this shall not be construed to deny the use of **the sick bank** for any illness or injury incident to maternity).
 - d. A physician's statement shall be provided by the member upon application to the bank, and the Board may request the physician to renew such statements, as to the nature of the illness or incapacity and a prognosis report for returning to work.
7. The sick leave bank shall be administered by the Union-North United Board of School Trustees through the Superintendent. Application shall be made to the Superintendent of Schools who shall make a recommendation to the Board.
8. The President of the Association shall be informed in writing by the Superintendent when the sick leave bank is being used.

ARTICLE VI
Fringe Benefits

A. Insurance Contributions: Employees hired after August 1, 1999 shall not be entitled to any corporation contribution towards health insurance, sick leave, or years of service at retirement:

Family Plan	Single Plan
2021-2022	2021-2022
\$10,862.00	\$5,107.00

The corporation will pay an additional \$1,000.00 towards the premium cost for each employee/spouse in a family plan through the group health insurance. For any contributions that exceed the cost of a chosen health plan, employee will be required to pay \$1.00 toward the health insurance. To receive the additional \$1,000.00 towards a family plan with two employees, both employees must be eligible for the health benefit prior to applying the benefit payment.

Employees who choose to take early retirement may remain a part of the group until they reach medicare age or until the next open enrollment period of the Indiana State Teacher's Retirement Insurance Plan. These individuals must pay all of their own

premiums through arrangements with the payroll department. The only exceptions are for those individuals who qualify under Article VII(B).

Unless stated otherwise in this Agreement, teachers will receive insurance coverage to the end of the month in which the effective date of their resignation occurs.

B. All teachers are hereby required to pay \$1.00 per year toward the premium of a group life insurance policy in the amount of \$50,000 per person. The Board shall pay the balance of the premium for each teacher.

C. All teachers are hereby required to pay \$1.00 per year toward the premium of a group long-term disability insurance policy. The Board shall pay the balance of the premium for each teacher.

D. Salary Reduction Program - The Board will offer the opportunity for employees to participate in a salary reduction agreement under Section 125. Implementation shall be subject to Internal Revenue regulations.

1. Teachers may elect to participate in this Section 125 Plan II Program and may withhold on a yearly basis the maximum allowable by law each plan year.

2. American Fidelity Group shall administer this plan in accordance with a Provider Agreement that is approved by the Board.

3. The Board shall not in any event be subjected to any additional liability or responsibility for cost of any kind beyond that which is contained in this Working Agreement as a result of implementing this Section 125 Plan.

E. The Board shall make available to all teachers a tax-sheltered annuity program.

F. All carriers shall be elected jointly by the Association and the Board.

G. The Union-North United School Corporation will pay 75% of the cost of the books and tuition for up to six (6) graduate (or undergraduate credit if they are charged graduate rates and required by the university to obtain additional licensure in an area) credit hours per college semester for courses taken to obtain additional licensure areas of teaching or to qualify to teach dual credit courses. **The courses must be pre-approved by the superintendent and be approved by an accredited institution.** Such courses must be germane to the teacher's assignment or future teaching assignment. Reimbursement for administrative courses or courses taken to renew certificate but not for additional licensure areas are not eligible for such reimbursement.

Teachers who are fired for cause or resign within two (2) years of receiving a reimbursement under this section shall repay the money to the corporation on a prorated basis:

0-6 months	100%
7-12 months	75%
13-18 months	50%
19-23 months	25%
24 months	0%

This does not apply to teachers subject to Reduction in Force (RIF).

H. Teachers assigned to teach a dual-credit or AP course will receive a stipend of \$250 per semester of each course or section of a course taught. Stipend is not degree dependent.

I. The corporation will cover the cost of a flu shot each year for any teacher desiring one to be administered by our nurse or administrative representative. Any teacher belonging to the MASE Trust must receive their shot through the MASE Trust when available.

J. The corporation will contribute to the cost of a single vision plan for those employees wishing to participate. Employees will be required to pay \$1.00 each plan year towards vision plan.

K. Any certified employee not working thirty (30) hours per week minimum is not eligible for the following corporation sponsored benefits: life, health, LTD, or vision plans. They may contribute to a tax-sheltered annuity, but will receive no corporation contribution. They are eligible for sick leave and personal business days and the corporation contribution to a VEBA account.

L. Any teacher who elects to retire and submits their letter of retirement by May 1st will be able to retain the Corporation's contribution for health insurance for June and July, giving them health insurance coverage through August 31. At the discretion of the Superintendent, this date may be waived if it is beneficial to the school corporation.

M. In the event of a premium holiday by the MASE insurance trust, all premiums not collected by or premiums remitted from the MASE trust will be paid to the teachers from whom these premiums have been or would have been collected.

The unpaid or remitted portion of the corporation's insurance contribution for said teachers will likewise be paid to the teachers on whose behalf they would have been paid to MASE.

ARTICLE VII
Severance/Retirement Pay

A. Severance Benefits: To be entitled to severance benefits a teacher must have worked a minimum of five (5) years for the Union-North United School Corporation. The benefit shall be calculated as follows: Twenty-five dollars (\$25.00) times the number of accumulated sick leave days. Anyone hired after June 30, 2003 will not be entitled to severance benefits as herein described.

B. Retirement Benefit: 403(b) The 403(b) plan currently in place will have the corporation contributing \$525.00 per employee on a matching basis beginning with the 2008-09 school year. For example: if an employee contributes \$525.00, the corporation will contribute \$525.00. If an employee contributes \$75.00 the corporation will contribute \$75.00. Also, beginning with the 1999-2000 school year, the current retirement plan concerning years of service will cease for all certified employees.

The employer shall deposit the employer's contribution under this plan for each employee into an individual account for the employee in one of the carriers selected jointly by the Association and the School Board. Once contributions are made by the employee, and the employer on behalf of the employee, all assets of the accounts become the property of the employee and, in the event of death, their designated beneficiaries or lacking the same, estate.

Retirement benefits identified above shall be payable for: voluntary retirement as provided; death; or, total disability which precludes the teacher from performing his/her teaching duties for the school corporation. No retirement benefits shall be payable for involuntary retirement, or to a teacher who does not actually retire from the School corporation, except that a retiree may, subsequent to his/her retirement, perform substitute duties as and when requested to do so by the school corporation.

C. Teachers who become disabled due to physical or mental conditions are entitled to the benefits in Section B above. Disability due to mental conditions would allow payment of the retirement benefit to be made to the employee's spouse, heirs or legal guardian.

D. Teachers may elect to be included for the life insurance benefit until the first of the month of their 65th birthday, provided they pay 100% of the premium. Premiums are to be paid quarterly, semi-annually, or annually.

ARTICLE VIII
Duration of Agreement

A. The duration of this agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2022. Both parties recognize that the school calendar is not now nor has been negotiable but agreed that the Association will continue to be consulted with respect to the school calendar and this consultation will take place during the planning of the school calendar.

B. This agreement is made and entered into at Lakeville, Indiana on the 10th day of *October*, by and between the Union-North United School Corporation Board of School

Trustees and the Union-North Teachers Association. Both parties agree and understand that this agreement is in effect until changes are made as a result of future collective bargaining.

C. Except as otherwise specified or mutually agreed to by the Board and the Association this is a one-year agreement between the Union-North United School Corporation Board of School Trustees and the Union-North Teachers Association. Both parties agree and understand that this agreement is in effect until changes are made as a result of future collective bargaining.

The undersigned attest to the following:

1. A public hearing was held on September 13, 2021 in compliance with § 20-29-6-1(b), and electronic participation from parties and/or public was not permitted; and
2. A public meeting was held on October 4, 2021 in compliance with § 20-29-6-19 to discuss the tentative agreement and electronic participation from the governing body and/or public permitted.

This agreement is so attested to by the parties whose signatures appear below:

Union-North United Teachers Association President

Union North United Board of Trustee President

Vice President

Secretary

Member

Member

Superintendent

APPENDIX 1a
Union-North United School Corporation
Compensation System for 2021-2022

Section 1: Definitions

Legal Criteria

IC 20-28-6 and IC 20-28-9 are the primary basis for the system of pay.

New Money

In determining “New Money” ~~available for increases in teacher pay and stipends~~ is defined as the amount of the total projected basic grant for the current year ending June 30, 2022, less the total amount of the total basic grant for the previous year on June 30, 2021. This “New Money” is available for bargaining teacher salaries, fringe benefits (e.g. TRF, FICA, VEBA, insurance contributions, retirement benefits, etc.) and stipends. ~~For the year 2020-2021 only, 50% of the total basic grant for 2020 on June 30 less the total basic grant for 2019 on June 30 will be multiplied by 80%.~~

Stipend

One-time money paid in recognition of a particular performance in a compensation category. This stipend/bonus is treated as compensation subject to applicable state and local taxes.

Base pay

Recurring money added to the teacher’s base salary (excluding any stipend)

Salary Range

All teacher salaries will range between \$40,000 and \$75,373.53 for this contract period. Teachers may not earn salaries that exceed the salary range. Teachers may earn money from ECAs and stipends more than the salary range.

Eligibility for Pay Increase and Stipend

Teachers rated Ineffective or Improvement necessary will not be eligible for any salary increase (categories 1, 2, or 3) in the current year and will remain at their salary from the prior year. Teachers earn the stipend/bonus regardless of rating. Teachers who are not employed by Union-North United School Corporation when the stipend is paid out are not eligible to receive the stipend.

Teacher Year to Qualify for Stipend

In order to qualify for the fall stipend, the teachers must be currently employed by Union-North United School Corporation and must have completed between 53 and 120 paid days of service (including sick and personal days used) during the 2020-2021 school year. In order to qualify for the spring stipend, the teachers must be employed by Union-North United School Corporation during the 2021-2022 school year for between 1-120 days by March 1, 2022.

Teacher Evaluation Rating (Base)

Teachers who are rated Highly Effective or Effective under the Union North RISE evaluation model will be eligible to earn 6 units. Teachers who are rated Needs Improvement or Ineffective will be eligible for 0 units.

Experience (Base)

Upon completing 120 days with the corporation, each staff member will be eligible to earn 1 unit.

Education (Base)

Teachers with 15 credit hours beyond a bachelor's degree will earn 1 unit and those with 30 credit hours beyond a bachelor's degree will earn 2 units. Teachers may not earn more than 2 units for education.

Professional Development/Leadership (Stipend)

For every 10 hours of professional development, leadership, or addressing of academic needs for students, teachers will earn 1 unit up to a maximum of 3 units. The building principal must approve all activities and a log of the teacher's hours must be confirmed. If sufficient hours to earn a unit are not accrued through weekly professional development, teachers are responsible for seeking additional professional development, leadership, and academic need opportunities (see p. 15 for examples). For the 2021-2022 school year all teachers will receive the stipends for which they qualify without regard to the number of hours of professional development and be paid the full stipend. This is a one year suspension due to the Covid-19 pandemic. Both parties agree teachers have fulfilled this obligation through added responsibilities and technology education by teaching virtually.

Probationary Teachers

Any teacher who has not received three effective ratings on the Union North evaluation is considered a probationary teacher.

New Teacher Salary Schedule

New teachers to Union North will be paid according to the Base Salary Schedule

Level 1	0-3 years: 40,000-42,750
Level 2	4-6 years: 42,750-45,500
Level 3	7-9 years: 45,500-48,250
Level 4	10-12 years: 48,250-51,000
Level 5	13-15 years: 51,000-53,750
Level 6	16-18 years: 53,750-56,500
Level 7	19-21 years: 56,500-59,250
Level 8	22-25 years: 59,250-62,750
Level 9	26-28 years: 62,750-65,500
Level 10	29+ years: 65,500-75,373.53

The district reserves the right to determine academic needs for the corporation. Teachers with teaching experience shall be placed on the schedule according to their years of teaching experience. Teachers with professional, non-teaching experience applicable to the position they are being hired shall be placed on the schedule at a level equal to half of their years of professional experience.

Teaching areas that have been determined to be of academic need may have salaries set up to two levels higher than teachers of similar standing in the New Teacher Salary Schedule. If the hiring committee determines that the number of acceptable candidates is two or fewer, an applicant may be placed up to an additional two levels higher. The Superintendent will discuss these situations with the UNTA President.

Section 2: Compensation Model

The "New Money" available for bargaining is \$758,996.28 for the 2021-2022 contract year. The available money is allocated for raises to the base and stipends for certified staff. This money is

available for teacher salaries, fringe benefits (i.e. TRF, FICA, VEBA) and stipends. 30% of the “New Money” will be for stipends; 70% is reserved for raises to base salary.

For the 2021-2022 school year: The total money bargained for increases in teacher pay for the 2021-2022 contract year is \$610,900. The available money is allocated for 1) a \$5000 raise to the base salary of each certified staff member due to academic need; teachers hired in the 2020-2021 school year at \$35,000 will receive an additional \$500 to their base salary and 2) fringe benefits (i.e. TRF, FICA, VEBA). This supersedes the language below regarding points and calculation for the 2021-2022 school year.

Teacher’s compensation is based upon performance with teachers earning units in the following defined categories:

1. Teacher Evaluation Rating (added to the base) equal to 6 units.
2. Experience (added to the base) equal to 1 unit.
3. Professional Development/Leadership (stipend) equal to 3 units.

Teachers rated Ineffective or Improvement necessary will not be eligible for any salary increase (categories 1 or 2) in the current year and will remain at their salary from the prior year. Staff members still qualify for the units earned for professional development (category 3) because this is a stipend, not an increase to salary/base.

Units from one category cannot be used for the fulfillment of unit requirements for another category.

Teachers who retire will be eligible for compensation for units earned under category 3 during their final year of employment with Union North United provided they meet all requirements.

Teacher compensation will be calculated as follows:

1. The school corporation will tabulate the total number of points awarded to all teachers. This total amount will not be known until all teacher evaluations are completed.
2. The school will divide the total amount of available money by the total number of units earned by all eligible teachers in order to determine a per unit dollar value.
3. The school corporation will multiply the total number of units earned by an individual teacher by the per unit dollar value in order to determine a teacher’s total base salary increase and stipend.
4. For the 2021-2022 school year, teachers will receive stipends from ESSER II funds based of the following criteria:
 - Fall Stipend: This stipend will be \$1250. Teachers receiving this stipend must be currently employed by Union-North United School Corporation and must have completed between 53 and 120 paid days of service (including sick and personal days used) during the 2020-2021 school year.
 - Spring Stipend: This stipend will be \$1250. Teachers must be employed by Union-North United School Corporation during the 2021-2022 school year between 1 and 120 days.Fringe benefits (i.e. TRF, FICA, VEBA) will be taken separately from the ESSER II funds.

Raises to teachers will be paid out starting the second pay after all calculations are completed by the administration and corporation Treasurer. This will occur once the school letter grade is obtained, as applicable. The stipends will be paid in equal installments over the five (5) consecutive payrolls that follow the final determination of the employees’ evaluation for the prior

school year. For the 2021-2022 school year, the fall stipend will be prorated based on the number of contract days between 53 and 120 days employed and will be paid out starting with the first pay after November 8, 2021. The spring stipend will be paid out starting with the first pay after March 1 2022. Teachers receiving the spring stipend will receive the stipend prorated based on the number of contract days employed (including sick and personal days used) between the beginning of the year 2021-2022 year and March 1, 2022. Back pay to the beginning of the contract will be paid in a single lump sum by November 19, 2021. ~~Raises to the base pay will be spread out over the remaining pays for the contract year of 2021-2022.~~

Section 3: Other
Before Retirement Adjustment

The corporation will contribute 3% of all certified staff members salaries to the Indiana State Teachers Retirement Fund (ISTRF).

The corporation shall contribute the equivalent of 1% of employee's base salary to a voluntary employee's beneficiary association (VEBA) account.

A list of possible leadership/academic needs of the students chart is below. Building principals may approve items not listed.

Teacher Leadership	Academic Needs of the Students; Curriculum Development
Working at Graduation/ Publishing Staff Bulletin or Newsletter	Working after-school events without pay
Serve on Committees-Retention, Technology, Gifted and Talented, Social, State, Attendance, School Improvement Committee, Board of Controls, etc.	School based enrichment activities- Young Author's Week, Environmental Lab, Marshall County Reading Council, other activities approved by the building principal
Conferences during and after school hours or school year; Teachers as Scholars	Driving ECA buses without pay
Supervise student teachers	After school tutoring/ After school study tables
Liaison to PTO or FUN	CARE Organization
Mentoring Teachers	Having Parent-Teacher Conferences after hours (up to 2 hours at the Jr./Sr. High, 4 hours for Elementary)
Plan and Lead Staff Development	ISTEP and or ECA remediation beyond the paid time
Association Officer or Building Representative	Actively involved with the Elementary Mentoring Program
Writing Grants; Education Publication	Leaders of student organizations that are not paid

Supervise Donuts for Dads/Muffins for Mom Program	Participating in or conducting activities to address needs identified in a school's improvement plan- Includes extra Math/English meetings
Co-curricular conferences/competitions (excluding Academic teams)	After hours STAT meetings
In-service/Morning PD/NEA Micro-credentialing/Other (as approved)	College Credit

Appendix 1b
UNION-NORTH UNITED SCHOOL CORPORATION
Extracurricular Salary Schedule
In effect July 1, 2019

(Numbers of positions are for guidance only and are not binding)

POSITION/YEARS EXPERIENCE

<u>Organization/Activities</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
Academic Competition .Coordinator (1)	285	310	335	360
Academic Competition .Coach (3)	350	375	400	425
Academic Competition Coach-Elem (2)	350	375	400	425
Math Bowl-Elem (2 Max)	350	375	400	425
Robotics Competition Coach- Elem (2)	450	475	500	525
Academic Competition .Mock Trail	450	475	500	525
Activities & Athletics .Supervisor		--45/event--		
Art Club (2)	335	360	385	410
Elementary Environmental Lab Coordinator (1)	335	360	385	410
Jr. Sr. H.S. Olympiad (1)	335	360	385	410
Weight Room Supervisor		--1200--		
Athletics .Intramural Director (2)	980	1030	1080	1130
Elementary Fall Sports (4)	550	575	600	625
2 Volleyball				
2 Basketball				
Elementary Winter Sports (8)	840	880	920	960
4 Girls Basketball				
4 Boys Basketball				
Total if doing both sessions	1390	1455	1520	1585
Cheerleader Advisor (Elementary)	395	430	465	500
Club- Chess	130	155	180	205
Club- Conservation Corps	530	555	580	605
Club- Pep	530	555	580	605
Club- Speech/NFL Activities	1165	1240	1315	1390
Department Heads	510	560	610	660
Driver's Training Coordinator		-- 555	--	
Driver's Training Instructors	19.60	20.95	22.25	23.60
(Hourly rate shall not exceed hourly rate as per salary schedule)				
Elementary Lunchroom/Playground Supervision		-- 795	--	
FFA	1300	1400	1500	1600
DECA	1300	1400	1500	1600
Broadcasting		--1800--		
Indiana IEP Administrator (2)		--1000--		
Elementary Broadcasting	550	600	650	700
Elementary Yearbook	550	600	650	700
National Honor Society	595	645	695	745
Sponsor-Annual	1035	1110	1185	1260
Sponsor- Junior (2)	630	655	680	705

Sponsor- Newspaper (High School)	425	460	495	530
Sponsor- Newsletter	425	460	495	530
Sponsor- Newspaper (Jr. High) (1)	425	460	495	530
Sponsor- Senior (2)	630	655	680	705

POSITION/YEARS EXPERIENCE

<u>Organization/Activities</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
Student Council (2) (High School)	725	760	795	830
Student Council (2) (Elementary)	525	560	595	630
Elementary STAT Team Leader		--510--		
Elementary Stat. Team (4)	250	275	300	325
Elementary Mentoring Coordinator	700	800	900	1000
Elementary Mentoring Asst. Coord.	300	400	500	600

Fine Arts

Music .Instrumental/Director	2280	2405	2530	2655
Music .Instrumental/Assistant Director	1450	1560	1670	1780
Music .Summer Program		-- 2970		--
Music-Vocal/Director	1450	1560	1670	1780
Theater - Play Director (max 2)	1025	1150	1275	1400
Theater - Play Assistant Director	570	680	790	900
Theater - Musical Director (in lieu of one play)	1825	1950	2075	2200
Theater - Musical Assistant Director	870	980	1090	1200
Theater - Musical Vocal Director	1000	1200	1400	1600
Theater - Musical Band Director	1000	1200	1400	1600
Theater - Drama Club Sponsor	525	650	775	900
Theater - Set Construction Supervisor		- 500 per production -		
Theater - Sound/Light Technician		- 500 per production -		
Theater- Choreographer	800	1000	1200	1400
Theater- Middle School Play Director	1025	1150	1275	1400
Elementary Drama- (3)	700	800	900	1000

Success Hour will be paid at an hourly rate and, for informational purposes only, hours must be approved in advance by the Superintendent.

FALL

	Years of Experience			
	0	1	2	3
FOOTBALL				
Head	\$6,200	\$6,500	\$6,800	\$7,100
Assistant 1	\$2,330	\$2,530	\$2,730	\$2,930
Assistant 2	\$2,330	\$2,530	\$2,730	\$2,930
Assistant 3	\$2,330	\$2,530	\$2,730	\$2,930
Assistant 4	\$2,330	\$2,530	\$2,730	\$2,930
Assistant 5 (JH)	\$1,305	\$1,405	\$1,505	\$1,605
Assistant 6 (JH)	\$1,305	\$1,405	\$1,505	\$1,605
Assistant 7 (JH)	\$1,115	\$1,215	\$1,315	\$1,415
Assistant 8 (JH)	\$1,115	\$1,215	\$1,315	\$1,415
CROSS COUNTRY				
Head (Co-Ed)	\$1,900	\$2,000	\$2,100	\$2,200
Assistant 1 (JH)	\$600	\$650	\$700	\$750
VOLLEYBALL				
Head	\$2,600	\$2,900	\$3,200	\$3,500
Assistant 1	\$1,350	\$1,450	\$1,550	\$1,650
Assistant 2	\$1,250	\$1,350	\$1,450	\$1,550
Assistant 3 (JH)	\$1,125	\$1,200	\$1,275	\$1,350
Assistant 4 (JH)	\$1,125	\$1,200	\$1,275	\$1,350
GIRLS SOCCER				
Head	\$2,200	\$2,400	\$2,600	\$2,800
Assistant 1	\$1,050	\$1,150	\$1,250	\$1,350
Assistant 2	\$1,050	\$1,150	\$1,250	\$1,350
GIRLS GOLF				
Head	\$1,700	\$1,800	\$1,900	\$2,000
BOYS SOCCER				
Head	\$2,200	\$2,400	\$2,600	\$2,800
Assistant 1	\$1,050	\$1,150	\$1,250	\$1,350
Assistant 2	\$1,050	\$1,150	\$1,250	\$1,350
BOYS TENNIS				
Head	\$1,900	\$2,000	\$2,100	\$2,200
Assistant 1	\$950	\$1,050	\$1,150	\$1,250

**CHEER
ADVISOR**

Head	\$1,250	\$1,300	\$1,350	\$1,400
Assistant 1 (JH)	\$1,100	\$1,125	\$1,150	\$1,200

**UNIFIED
SPORTS**

Bocce	\$1,000	\$1,000	\$1,000	\$1,000
Flag Football	\$1,000	\$1,000	\$1,000	\$1,000

SUPERVISORS

Fall Event	\$45/event
Weight Room	\$1,200

WINTER

	Years of Experience			
BOYS BASKETBALL	0	1	2	3
Head	\$6,200	\$6,500	\$6,800	\$7,100
Assistant 1	\$2,330	\$2,530	\$2,730	\$2,930
Assistant 2	\$2,330	\$2,530	\$2,730	\$2,930
Assistant 3	\$2,330	\$2,530	\$2,730	\$2,930
Assistant 4 (JH)	\$1,360	\$1,460	\$1,560	\$1,660
Assistant 5 (JH)	\$1,360	\$1,460	\$1,560	\$1,660

GIRLS BASKETBALL

Head	\$6,200	\$6,500	\$6,800	\$7,100
Assistant 1	\$2,330	\$2,530	\$2,730	\$2,930
Assistant 2	\$2,330	\$2,530	\$2,730	\$2,930
Assistant 3	\$2,330	\$2,530	\$2,730	\$2,930
Assistant 4 (JH)	\$1,360	\$1,460	\$1,560	\$1,660
Assistant 5 (JH)	\$1,360	\$1,460	\$1,560	\$1,660

WRESTLING

Head	\$3,750	\$3,900	\$4,050	\$4,200
Assistant 1	\$1,275	\$1,350	\$1,425	\$1,500
Assistant 2	\$1,275	\$1,350	\$1,425	\$1,500
Assistant 3 (JH)	\$1,040	\$1,115	\$1,190	\$1,275
Assistant 4 (JH)	\$855	\$905	\$955	\$1,050

UNIFIED SPORTS

Basketball	\$1,000	\$1,000	\$1,000	\$1,000
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CHEER ADVISOR

Head	\$1,250	\$1,300	\$1,350	\$1,400
Assistant 1 (JH)	\$1,100	\$1,125	\$1,150	\$1,200

SUPERVISORS

Winter Event	\$45/Event
Weight Room	\$1,200

Bowling

Head	\$1,200	\$1,400	\$1,600	\$1,800
Assistant	\$800	\$875	\$950	\$1,025

SPRING**Years of Experience**

BOYS TRACK	0	1	2	3
Head	\$2,600	\$2,700	\$2,800	\$2,900
Assistant 1	\$1,350	\$1,450	\$1,550	\$1,650
Assistant 2	\$1,350	\$1,450	\$1,550	\$1,650
Assistant 3 (JH)	\$1,000	\$1,100	\$1,200	\$1,300

GIRLS TRACK

Head	\$2,600	\$2,700	\$2,800	\$2,900
Assistant 1	\$1,350	\$1,450	\$1,550	\$1,650
Assistant 2	\$1,350	\$1,450	\$1,550	\$1,650
Assistant 3 (JH)	\$1,000	\$1,100	\$1,200	\$1,300

BASEBALL

Head	\$2,900	\$3,100	\$3,300	\$3,500
Assistant 1	\$1,350	\$1,450	\$1,550	\$1,650
Assistant 2	\$1,350	\$1,450	\$1,550	\$1,650
Assistant 3	\$930	\$980	\$1,030	\$1,100

SOFTBALL

Head	\$2,900	\$3,100	\$3,300	\$3,500
Assistant 1	\$1,350	\$1,450	\$1,550	\$1,650
Assistant 2	\$1,350	\$1,450	\$1,550	\$1,650
Assistant 3	\$930	\$980	\$1,030	\$1,100

BOYS GOLF

Head	\$1,700	\$1,800	\$1,900	\$2,000
Assistant 1 (JH)	\$600	\$650	\$700	\$750

GIRLS TENNIS

Head	\$1,900	\$2,000	\$2,100	\$2,200
Assistant 1	\$900	\$975	\$1,050	\$1,150
Assistant 2 (JH)	\$900	\$975	\$1,050	\$1,150

UNIFIED SPORTS

Track	\$1,000	\$1,200	\$1,400	\$1,600
Assistant	\$800	\$875	\$950	\$1,025

SUPERVISORS

Spring Event	\$45/event
Weight Room	\$1,200

SUMMER

Conditioning*

SPORT

Baseball	\$1,183
Softball	\$1,183
Basketball (Boys)	\$1,183
Basketball (Girls)	\$1,183
Volleyball	\$1,183
Conditioning Coord.	\$1,183

*This would include any practices, games, open gyms, and weight room workouts. This does not include a coach attending a camp or conducting a youth or junior high camp for which the coach receives a stipend. Coaches would not be permitted to count hours if they worked a camp or attended a camp with their team while receiving a stipend for the camp.

Fifty-three dollars paid to a member of the staff for supervising a sporting event when two events occur at the same time in one sport at two different locations, and that sport has no JV or assistant coach, and it is not possible for the designated coach to supervise at both events.

Teacher/coach must turn in claim voucher within ninety (90) workdays following completion of the extra-curricular duty to receive such stipend. Failure to do so will result in forfeiting the stipend.

Appendix 2
Retirement/Severance Benefit
04/27/04

Effective date: The following amendments are made to the Contract Agreement between Union-North United School Board of Trustees (hereinafter called the Board) and the Union North Teachers Association (hereinafter called the Association), signed the 24 day of May, 2004. These amendments shall be effective with respect to any teacher retiring on or after June 30, 2003. Any teacher who has 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.

A. Modification of Prior Agreement's Severance/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 the Association immediately before this amendment's effective date, and the severance/retirement benefit described in Article VII entitled "Severance/Retirement Pay" shall not apply to any teacher retiring or severing employment with the school corporation on or after this amendment's effective date, except as otherwise specifically provided in Article XIII of this contract. Those teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement.

B. Entitlement to Retirement Benefits and Vesting Requirements

Upon retirement from the Union-North United School Corporation, a teacher shall be fully vested in the retirement benefits described in this Appendix, if the retiring teacher has met the following requirements:

1. Be employed the previous ten (10) years in the Union-North United School Corporation (leaves of absence do not qualify as years of experience).
2. Definitely be entering the Indiana State Teachers' Retirement Fund.
3. Be actively employed in the Union-North United School Corporation at the time of planned retirement.
4. Submit a letter of intent to retire to the superintendent by May 1.

If the notification date is missed and the teacher submits a request in writing stating the reason, the Superintendent and the Board will determine whether a waiver is appropriate.

C. Actuarial Determination of Value of the Current Retirement Pay and Severance Benefits

McCready and Keene, Inc. along with The Educational Services Corporation were selected by the Board to determine the present value of the unfunded severance benefits and retirement pay described in the teacher agreement. In making this present value determination, the Educational Services Corporation used the following assumptions:

1. The assumed interest rate for the purpose of determining the present value is four percent (4%) for the first two years and seven and one quarter percent (7 3 %) in years three and beyond. For post-retirement cash flow purposes, a four percent (4%) interest rate shall be used.
2. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-nine (59), or at the end of the current year if the individual is already age fifty-nine (59) or older. If an employee does continue employment after the attainment of age fifty-nine (59), the employee does continue to receive all contributions to a VEBA account and share in any future forfeiture.
3. The Board's contribution to the annual post-retirement single health insurance premium will be assumed to be three thousand five hundred dollars (\$3,500). The Board's contribution to the annual post-retirement family health plan will be assumed to be seven thousand dollars (\$7,000). Irrespective of the teacher's anticipated date of retirement, no further increase in this annual cost is to be assumed. Furthermore, payments will be deemed to terminate when the individual would otherwise be eligible for Medicare. These post-retirement health insurance benefits (\$3,500 for single and \$7,000 for family) will be paid from the existing bond issue relevant to Senate Bill 199.
4. 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. The Union-North United School Corporation will not be responsible for any FICA or Medicaid Taxes upon retirement of any employee. Any taxes employee or employer owe on retirement benefits will be paid from the retirement bond.
5. Employees hired after June 30, 2003 shall not be entitled to any payment for the eliminated retirement bridge or severance benefits.
6. 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.

However, if the Board approves 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.

7. The present value of the retirement pay under the prior agreement shall be calculated, effective as of April 27, 2004 with the following guideline: \$50.00 per unused sick leave as of April 27, 2004, and provided the teacher has an amount of sick days equal to or greater than the amount determined for April 27, 2004. For example: 50 sick days on April 27, 2004 and retirement is on June 30, 2006 and the teacher has 66 sick days they would be paid for 50 days at \$50.00/day. When the payment is made from the retirement bond upon retirement, it will be placed in the individual teacher's 401 (a) account.
8. The 1994 GAR Mortality Tables shall be used.
9. The other assumptions to be used shall be found in the Live Tool Model developed by Educational Services Corporation, and as agreed to by the Board and the Association. A hard copy of the input and summary page being attached hereto.
10. To confirm the accuracy of the underlying information to be used in the present calculations, each teacher shall be provided with his/her basic data that will be used in the calculations, including, but not limited to, the following information as of the June 30, 1999: base salary, age, and years of service in the corporation. The Educational Services Corporation shall assist in the preparation of this verification sheet for each teacher. However, the Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board within fourteen (14) days as final calculations will be prepared and the contributions hereinafter described will be commenced after such date. Corrections not returned to the Board after the fourteen (14) day period has elapsed shall be disregarded.

Using the above assumptions and the other assumptions contained on the buy out spreadsheet, the Educational Services Corporation shall prepare the present value calculations for each teacher and contributions described hereinafter will be made.

D. Buy Out Contributions

1. VEBA The school corporation shall contribute to a voluntary employee's beneficiary association (AVEBA@) as described in section 501 c (9) of the Code, that amount representing the present value of the group health insurance benefits and as calculated for all employees under subsection C (3) above. The school corporation and the various representative employees will establish a committee to select a vendor. A committee of four (4) representatives of the Association and four (4) representatives of the school corporation shall select the vendor for the VEBA. Selection of the vendor must be mutually agreeable to both parties. The vendor selected by the committee is VALIC. 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/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 B of this Appendix, the employee shall have no access to the assets held in his/her separate VEBA account.

c. If an employee retires or otherwise terminates employment before satisfying the requirements set forth in subsection B of this Appendix, 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 allocation shall be in a manner similar to that used by the Educational Services Corporation in initially determining the present value calculations. Therefore, the VEBA account of the following employees will not share in the forfeiture of a VEBA account:

- i. Employees who forfeited their VEBA accounts in the same year;
- ii. Employees who previously forfeited their VEBA accounts.

d. Following retirement and the satisfaction of the requirements set forth in subsection B of this Appendix, a retired employee may use the amount held in his/her separate VEBA account to pay health insurance premiums, and to be reimbursed for un-reimbursed medical expenses of the employee, spouse, or dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of subsection B of this Appendix, 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.

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.

2. 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 Corporation as the present value for years of service for the retirement pay benefits shall be contributed by the school corporation from the retirement bond issue to the 401 (a) plans within a minimum of sixty (60) days of vendor selection. The amount shall be \$135.00 per creditable years of service as of June 30, 1999. 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. All amounts calculated for each employee will be deposited by the school corporation in each employee's individual 401 (a) account within a minimum of sixty (60) days following the selection of the vendor. It is further understood that the employee may apply the maximum allowable by law in

calculating the benefits owed under existing teacher retirement statutes. There will be no commingling of accounts and each employee may determine how his/her account shall be invested among the investment options made available by the investment vendor for the 401 (a) plan.

b. In regards to retirement; until such time that an employee has retired and satisfied the eligibility requirements set forth in subsection B of this Appendix, the employee shall have no access to the assets held in his/her separate 401 (a) plan account.

c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in subsection B, of this Appendix, the terminated employee's 401 (a) account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the remaining separate 401 (a) plan accounts in a manner similar to that used in initially determining the present value calculation. Therefore, the 401 (a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401 (a) plan account.

- i. Employees who forfeited the 401 (a) plan accounts in the same year;
- ii. Employees who previously forfeited their 401 (a) accounts.

d. Following retirement and the satisfaction of the requirements set forth in subsection B of this Appendix, a retired employee may elect to commence distributions from his/her 401 (a) plan account. If an employee dies after having satisfied the requirements of subsection B of this Appendix, the deceased employee's 401 (a) plan account shall be distributed 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) plan. All costs incurred in the administration of the 401 (a) plan and investment fees shall be paid from the 401 (a) plan assets.

E. Future Adjustments

The parties agree that this Appendix does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee, or applicant beyond the expiration of this Agreement.

Appendix 3
GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" is a claim by one or more bargaining unit members of a violation, a misapplication, or a misinterpretation of this Contract.
2. The term "bargaining unit member" includes any individual or group of individuals within the bargaining unit.
3. The term "day" when used in this Article shall be a school teaching day. During the summer recess, the term shall mean a weekday.
4. The term "immediate supervisor" as used in this Article shall include those persons that may be designated by the employer to handle grievances on behalf of the employer, and shall not be limited to the immediate supervisor.
5. (a) A general grievance is a disagreement over matters affecting the bargaining unit member body under the supervision of more than one principal. Such grievance will be submitted at Level II of the procedure.
(b) A grievance affecting a group of bargaining unit members may be processed in the name of one person, listing all other persons, providing the Association shall provide notices to all of such persons that said grievance is being processed and that any person desiring to not be included in such grievance may provide within three (3) days a notice to the Board of such intent not to be included by such grievance. Any person not included in such grievance shall waive any further rights that such person might otherwise have to file a grievance on the same subject matter.

B. Intent

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, misapplication or misinterpretation of the provisions of this Agreement. The parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

C. Individual Rights

Nothing contained herein shall be construed to prevent any individual bargaining unit member from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Contract and the Association has been given an opportunity to be present at such hearing.

D. Procedures

The number of days indicated at each level shall be considered as maximum and both parties shall make reasonable efforts to expedite the process when they deem appropriate. The time limits may be extended by mutual consent in writing by authorized representatives of each party. Failure of the administration to hear a grievance or render a decision within the time limits established in this

procedure will move the grievance automatically to the next level of the procedure.

- 1- Informal - In the event an aggrieved bargaining unit member believes there is a basis for a grievance, the aggrieved bargaining unit member shall discuss with the immediate supervisor the alleged violation within thirty (30) calendar days following the occurrence giving rise to the grievance. The bargaining unit member may request the presence of the Association faculty representative from the bargaining unit member's building or within the corporation at this discussion. In the event the alleged violation involves more than one building principal, the matter shall be discussed with all building principals concerned.
- 2- Formal - If after the discussion with the immediate supervisor the aggrieved bargaining unit member feels a grievance still exists, then the following grievance steps may be taken.

Step I - Immediate Supervisor

The aggrieved bargaining unit member must within ten (10) working days of the informal meeting submit to the immediate supervisor a completed Grievance Report Form which form is set forth in Appendix "C" and which sets forth the article and section of the contract agreement which are alleged to be violated.

It shall be the responsibility of the grievant(s) to notify the Association representative of the grievance. Within ten (10) school days of receipt of the Grievance Report Form, the immediate supervisor or his/her designee shall meet with the grievant and the Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance within ten (10) school days after such meeting by completing Step 1 of the Grievance Report Form and returning it to the teachers. Copies of this form showing the date(s) of the occurrence and provisions of the contract allegedly violated, and the relief sought shall be forwarded to the Association representative and the superintendent and/or designated representative.

Step II - Superintendent

Within ten (10) school days after receiving the decision of the immediate supervisor, or if the immediate supervisor has made no disposition of the case within the time allotted in Step I, the grievant(s) may appeal the decision to the superintendent and/or designated representative. The appeal shall be on the properly prescribed form and must be accompanied by a copy of the decision at Step I. Within ten (10) school days, the superintendent and/or designated representative shall meet with the grievant(s) and the Association representative. Within ten (10) school days of the meeting, the superintendent and/or designated representative shall indicate in writing on the proper form the disposition of the grievance. A copy of this decision shall be forwarded to the grievant(s), the Association and the supervisor. A settlement at either Step I or Step II with the grievant or the Association shall bind both the Association and the grievant.

Step III - Arbitration

If the grievant(s) and the Association are dissatisfied with the decision at Level II, or if no decision has been rendered within ten (10) school days, the Association shall have the right within the next ten (10) school days to request arbitration according to the voluntary labor arbitration rules of the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS). The parties may agree to follow the rules of expedited arbitration.

The arbitrator shall as soon as possible after the appointment hold hearings as necessary, and provide adequate opportunity to all parties to testify fully on and present evidence regarding respective positions. Every effort shall be made to avoid interfering with instructional time. The standard rules and regulations of the American Arbitration Association will govern the proceedings. Arbitration hearings shall be conducted at a time and place which will afford fair and reasonable opportunity for all parties to be present.

The decision of the arbitrator shall be limited specifically to interpretation of the existing language in this Agreement and the arbitrator shall not have the power to amend, delete, add to or change any of the terms of this Agreement in any way or to impair any of the rights of the Board not surrendered in this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute his/her discretion for that of the Board, nor shall the arbitrator have the power to rule on any contract articles or sections of this Agreement not alleged to have been violated in the grievance form filed in Step I of the grievance procedure.

The arbitrator shall render a decision in writing to both parties within thirty (30) calendar days after the conclusion of the hearing and/or the filing of final briefs or amended by both parties to extend the deadline. The award of the arbitrator shall be final and binding upon the Board, the Association, and the grievant(s) except where the decision may violate state and/or federal statute. The expenses of the arbitrator including the cost of the court reporter shall be borne equally by the Board and the Association.