

MASTER CONTRACT

BETWEEN

THE BOARD OF TRUSTEES OF THE
SOUTHWESTERN JEFFERSON COUNTY CONSOLIDATED SCHOOLS

AND

THE SOUTHWESTERN JEFFERSON
CLASSROOM TEACHERS ASSOCIATION

~~2019-2020~~

2020-2021

THIS MASTER CONTRACT ENTERED INTO THIS ____ DAY of NOVEMBER, 2019 2020 BY AND BETWEEN THE BOARD OF TRUSTEES OF THE SOUTHWESTERN JEFFERSON COUNTY CONSOLIDATED SCHOOLS, HEREINAFTER CALLED THE "BOARD", AND THE SOUTHWESTERN JEFFERSON CLASSROOM TEACHERS ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

ARTICLE I RECOGNITION

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

ARTICLE II COMPLETE AGREEMENT AND SEVERABILITY

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

ARTICLE III GRIEVANCE PROCEDURE

- A. A "grievance" is a claim by one (1) or more teachers of a violation of the terms of this Contract.
- B. The purpose of this grievance procedure is to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violation of the provisions of this Contract.
- C. Procedure:
1. Level One. A teacher with a grievance shall initiate this procedure in the following manner:

- a. The teacher shall approach the immediate supervisor concerned and discuss the matter verbally. The teacher shall have the option of having an Association Representative present at this conference.
 - b. In the event that step "a" above is unsuccessful, the teacher may file a formal grievance in writing in quadruplicate with one (1) copy to the Association, one copy to the grievant, one (1) copy to the immediate supervisor, and one (1) copy to the Superintendent's Office. The grievance must be filed within fifteen (15) days of the date the grievant first knew or reasonably should have known of the alleged contract violation upon which the grievance is based.
 - c. Within ten (10) days of the filing of the formal grievance in writing, a meeting shall take place between the immediate supervisor concerned, the grievant, and the Association representative. The immediate supervisor shall render his written decision within five (5) days of this meeting.
 2. Level Two. If the grievance is not settled at Level One, it may be appealed to the Board by filing written notice with the Superintendent within ten (10) days of the date the grievant receives the decision at Level One, stating the grounds for appeal. A meeting with the Board or its designated representative shall be held within fifteen (15) days following the receipt of said notice and grievant and the Association shall receive reasonable notice of the time, place, and date for hearing such appeal. The Board's written decision shall be transmitted to the grievant and the Association within fifteen (15) days of said hearing.
 3. Level Three. If the Association is not satisfied with the disposition rendered by the Board, it shall be submitted to arbitration before a person mutually agreed upon by the Board and Association. The cost of arbitration will be borne equally by the Board and the Association. *The decision of the arbitrator shall be advisory and shall not be binding on the parties.*
- D. Other Provisions Relating to the Grievance Procedure.
1. The Board and the Association agree that neither party shall be permitted to assert at any level subsequent to the lodging of the initial grievance, any ground or to rely upon any evidence not previously disclosed to the other party.
 2. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
 3. All "days" referred to are school days. During the summer, Monday through Friday, except holidays, shall be considered school days.

**ARTICLE IV
COMPENSATION AND FRINGE BENEFITS**

- A. Compensation for all teachers affected by this Contract may be found in Appendix "A". The Board shall pay the three percent (3%) teacher contribution to the Indiana Public Retirement System.
- B. ~~When the Board elects at its discretion to offer additional~~ Ancillary instructional opportunities to teachers during the regular teacher-contract year but beyond the regular days or hours, or during the regular days and hours but beyond the teacher contract year, a teacher, properly certified, ~~who accepts such ancillary instructional assignment beyond his/her usual duties~~ shall be compensated at his or her daily or hourly rate. The instructor's hourly rate shall be determined by dividing the instructor's daily rate by seven (7) hours.
- C. When a certified teacher is assigned the ancillary duty of supervision of a program of a non-instructional nature, the compensation shall be: \$15.00 per hour.
- D. Compensation for a teacher who volunteers on administrative request or who initiates and receives administrative and Board approval to attend a workshop on a non-contract day shall be compensated at the rate of \$50 per day, provided the workshop is at least 5 hours in length and provided that compensation is not already provided by a source other than the Board. Attendees at a voluntary full in-service day prior to the start of school will receive a \$50 cash stipend.
- E. As a fringe benefit, the Board shall contribute the following amounts toward a major medical plan for each teacher employed on a regular teacher's contract who is a member of the bargaining unit defined in Article I. The major medical plan must be mutually acceptable to both the Association and the Board. All benefits will be provided to part-time employees on a prorated basis.
1. The Board will contribute the lesser of \$7000 or all but \$1.00 of the premium for a single major medical plan.
 2. The Board will contribute the lesser of \$8250 or all but \$1.00 of the premium for a family major medical plan.
- F. The stipends to be paid to teachers for sponsoring extra-curricular activities are reflected in Appendix "B" to this Contract.
- G. During the term of this agreement, no teacher shall receive credit on the salary schedule for prior experience unless said experience is recognized and reimbursed by the State. Credit shall be given for military service as provided for by state law. Any teacher who teaches at least one hundred and twenty (120) days during any given school year shall earn credit for one (1) full year of teaching.
- H. Term Life Insurance

For each employee covered by this Contract, the Board shall provide a term life insurance policy in the amount of \$50,000 to be paid to the employee's designated beneficiary.

I. Section 125

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. An amount not to exceed the IRS maximum allowable limit may be set aside by the employee for the selection of benefits, under Section 125 for the Internal Revenue Code, which are non-taxable benefits of major medical, long term disability, short term disability, Section 79 life, non-reimbursed medical, and dependent care. This plan shall be administered by a provider mutually agreed upon by both parties. All administration fees for Generation I only shall be paid by the Board. All Generation II administration fees shall be paid entirely by each individual teacher who enrolls in such Generation II plan.

J. Long-Term Disability Insurance

1. Each teacher shall be covered by a long term disability insurance program that provides for a minimum benefit of 66-2/3 of salary to age sixty-five (65) for the first five (5) full continuing years of disability and 90% of salary thereafter to age 65. The Plan shall carry a Consumer Price Index-W yearly escalator for those on disability and shall not coordinate with teacher retirement disability. The Plan shall also contain a Social Security Freeze, a successive disability benefit, and a recurrent disability clause. The Plan shall contain a five-year "Own Occupation: - definition of "total disability" meaning that during the first 5 years, the employee is unable to perform the substantial duties of his/her regular occupation. The 5-year requirement begins from the date the waiting period is satisfied. The carrier shall be mutually agreed upon by the Board and the Association. The carrier or specifications shall not be changed without mutual agreement. The Board shall pay the full cost of the premium for all teachers.

K. Background Checks

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

**ARTICLE V
RETIREMENT BENEFITS**

A Retirement Benefits

1. Section 401(a) Plan

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

2. VEBA

- a. The Board will contribute an amount equal to one and one quarter percent (1.25%) of a teacher's salary schedule salary into an individual VEBA account for the teacher.
- b. The Board shall deposit employer contributions for each employee into the Section 401(a) Plan maintained by the Board. Such deposits will be made on a monthly basis.
- c. All employees shall be one hundred percent vested in the Board's contribution to such teacher's VEBA account.
- d. The parties agree that any increases in contributions made by the

Board to the VEBA account on behalf of certified employees shall be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for certified employees.

**ARTICLE VI
SICK OR EMERGENCY
LEAVE**

- A. Each teacher covered by the terms of this Contract shall be entitled to be absent from work because of personal illness for a total of ten (10) days per school year. Up to five (5) of these days may be used for immediate family medical purposes.
- B. Each teacher may accumulate unused sick leave days up to a maximum of one hundred fifty (150) days. At the end of each school year, the Board will buy any annual unused sick days above 150 days at the rate of fifty dollars (\$50DO) per day and shall deposit the money for such days into the teacher's Section 403(b) account.
- C. Five (5) work days' leave shall be provided for the death of parent or step- parent, spouse, child, or step-child. Five (5) calendar days' leave shall be provide for the death of a brother or sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece. The teacher requesting the leave must complete a bereavement leave form identifying the relative for whom leave is requested.
 - 1. A teacher will be provided with a maximum of five (5) days emergency leave per school year. Emergency is defined as: An occurrence that directly affects a teacher or a member of the teacher's immediate family, the seriousness or peculiarity of which requires the physical presence and/or personal attendant activity of the employee during such time of day or day of week as to cause the employee to be necessarily absent from work.
 - 2. Immediate Family is understood to be a spouse, child or step-child, parent or step-parent, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, and an uncle, aunt, nephew or niece that are living with the family.
 - 3. A teacher who does not take all of the Emergency Leave days provided by the section may roll up to three (3) of the five (5) unused emergency leave days into his/her unused sick leave accumulation. There is no accumulation of emergency leave as such.
 - 4. Teachers eligible for retirement benefits will receive a one-time payment in the form of a payroll check at the rate of \$50 per day for any unused sick days up to a maximum of 150 days accumulated at retirement.. Upon retirement from the Southwestern Jefferson County Consolidated School Corporation, a teacher shall be fully vested in the retirement benefits described in Appendix C-2 in order to receive this benefit.

**ARTICLE VII
LEAVE OF ABSENCE**

- A. Personal Leave: Teachers shall be granted three (3) paid personal leave days per school year.
1. This leave is to be used for matters which cannot be scheduled outside of regular school hours.
 2. The teacher must notify his/her building administrator or designee in writing two (2) days prior to taking such leave, except in cases of emergency.
 3. The applicant's reason for notification shall be to state that he/she is taking it for personal business.
 4. Personal leave shall not be considered as sick leave.
 5. All unused personal days shall accumulate as sick days.
8. Maternity Leave:
1. A teacher who is pregnant shall be entitled to use accumulated sick leave for any period of disability as a result of the pregnancy. Said teacher shall notify the Superintendent in writing of the intention to take such leave. Except in cases of emergency, the teacher shall provide written notice to the building administrator at least thirty (30) days prior to the date on which the leave is to begin.
- C. Paid Parental Leave:
1. In the case of the birth or adoption of a child, the teacher adopting or non-birth parent who elects not to take the one-year unpaid parental leave of absence described in the teacher administrative guidelines may use up to ten (10) days of paid parental leave. These paid parental leave days shall be deducted from the teacher's accumulated sick leave.
1. Court Leave:
2. Teachers covered by this Contract shall be granted court leave with pay for the time necessary to make judicially mandated appearance(s) in any court proceeding resulting from activities relating to the teacher's employment with the school corporation. This leave will not be used for employer/employee contract disputes.

E. Jury Duty Leave:

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

F. Association Leave

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

G. Sick Leave Bank

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

a. Funding

- i. Each bargaining unit member in the Corporation who wishes to join the Sick Leave Bank during any appropriate enrollment period must contribute one (1) day of such employee's unused sick leave to the Sick Leave Bank. Enrollment shall be open from the first day of school until September 15 of each school year. An employee hired by the School Corporation after the annual enrollment period has passed shall have fifteen (15) days from the date of employment to enroll in the Sick Leave Bank. Enrollment in the Sick Leave Bank shall be on the prescribed form. Retiring or resigning teachers shall be permitted to donate two (2) accumulated sick leave days to the Sick Leave Bank upon termination of employment.
- ii. One (1) day shall be contributed by each member during each Open Enrollment Period. Current members shall not be required to contribute a day during any particular open enrollment period if the total number of days in the Sick Leave Bank at the beginning of the Open Enrollment Period exceeds one hundred (100).

- iii. Should the Sick Leave Bank exhaust all days during the school year, members who wish to continue to participate for the remainder of that year shall be required to contribute one (1) additional day in order to maintain membership. No further requests for contributions from current members shall be made during that school year even if the Sick Leave Bank becomes totally exhausted. If the individual does not make this second contribution, such individual ceases to be a member for the remainder of that year, subject to the following exception: any person who drew or is drawing days from the Sick Leave Bank during the year in question, such individual shall remain a member for remainder of that year, even though that individual does not contribute the second day.
- iv. Once an individual contributes a day or days to the Sick Leave Bank, such contribution shall not be refundable, regardless of any subsequent loss of membership or resignation of membership by the individual and regardless of any change in the individual's employment status.
- v. Participation in the Sick Leave Bank shall be voluntary, and no employee shall have any liability or obligation to maintain his or her membership or to pay or contribute sick leave days to the Sick Leave Bank or to any individual at any time when the Sick Leave Bank has become exhausted.
- vi. The School Corporation shall contribute no days whatsoever to the Sick Leave Bank, nor shall the Corporation itself fund the Sick Leave Bank in any other manner. Furthermore, the School Corporation shall in no event have any liability or obligation to pay sick leave days or to fund the Sick Leave Bank at any time when such Sick Leave Bank has been exhausted.
- vii. A committee of three (3) members will administer the Sick Leave Bank. Two (2) committee members will be appointed by the Association and one by the Corporation. All requests for the utilization of the Bank will be directed to this committee for approval or denial.
- viii. The Sick Leave Bank committee shall designate one of its members as chairperson. Said chairperson will be responsible for calling all meetings when notified of a request by the

Superintendent's office.

- ix. Any unused Sick Leave Bank days at the conclusion of the school year shall be carried over to the next school year as days still available for use.
- x. Any unused granted days that are unused shall be returned to the Sick Leave Bank.

b. Membership

- i. Employees shall become members by contributing one (1) day of sick leave to the Sick Leave Bank during a period of open enrollment. Membership shall be lost, however, if the individual fails to make any additional contribution required (whether at open enrollment for any subsequent year or at any time when the second day is to be contributed mid-year). Individuals who have lost or failed to continue their membership are free to rejoin the Sick Leave Bank subsequently by contributing one (1) day of sick leave during an Open Enrollment Period at the beginning of the school year.
- ii. All contributions shall be made via the Sick Leave Bank Contribution Form designed by the Sick Leave Bank Committee.
- iii. The Sick Leave Bank Contribution Form shall be available to all bargaining unit members in the Office of the Principal in each building, in the Office of the Superintendent, or from the Sick Leave Bank Committee Chairperson.
- iv. Upon completion of the Sick Leave Bank Contribution Form, the bargaining unit member shall return said Form to the Sick Leave Bank Committee Chairperson, who shall be responsible for delivering said Form to the Office of the Superintendent for proper recording. If errors appear on the Sick Leave Bank Contribution Form, the Sick Leave Bank Chairperson shall notify the contributing member so that proper corrections may be made.

c. Rules of Usage

- i. Sick Leave Bank benefits shall be used for the personal illness, quarantine, or disability of the member only. Each use of the Sick Leave Bank must be supported by a written request for its use

from the Sick Leave Bank member and must be accompanied by a physician's statement substantiating the absence, indicating the nature of the illness, and giving a prognosis for the member's return to work. The School Corporation may at its own expense require that a member who wishes to draw or continue to draw from the Sick Leave Bank have a physical examination from a licensed physician of the Corporation's choice once every six (6) weeks in order to determine the member's eligibility.

- ii. An individual member who wishes to use the Sick Leave Bank must wait at least six (6) days without pay before use of the Sick Leave Bank will be authorized; these days are not reclaimable from the Sick Leave Bank.
- iii. The Committee on a first come-first serve basis shall review applications for Sick Leave Bank usage. In addition, several people may draw on the Sick Leave Bank simultaneously, even though the result may be total exhaustion of the Sick Leave Bank before any or all such persons recover from their illnesses. A teacher shall not be awarded more than thirty-five (35) days per school year from the Sick Leave Bank.
- iv. Days taken from the Sick Leave Bank shall apply only to those days for which a bargaining unit member would receive pay if the member were not under disability.
- v. Sick Leave Bank benefits shall not be paid for any day for which the bargaining unit member takes any other type of leave or attempts to combine fringe benefits (including, but not limited to, any Long-Term Disability Insurance Benefit or Workers Compensation benefits), if such taking of leave or combination of benefits would operate in a manner such that the bargaining unit member would, should Sick Leave Bank benefits be paid, draw "double" or otherwise increase pay for the day.
- vi. Sick Leave Bank days may be used for any regular contracted days but shall in no event be used for or during summer school employment.
- vii. Leave from the Sick Leave Bank may not be used for maternity or childbirth insofar as such leaves reflect accommodations made for the sake of convenience or in connection with statutory law unconnected with substantial and actual medical disability. However, Sick Leave Bank days may be used for any actual,

medically-determined physical or mental disability arising out of pregnancy or childbirth.

d. Request for Use of Sick Bank Days

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

e. Accounting

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

**ARTICLE VIII
TERM OF CONTRACT**

This Contract is made and entered into at Hanover, Indiana on the day of November, 2019 2020 by and between the Board of School Trustees of the Southwestern Jefferson County Consolidated Schools, County of Jefferson, State of Indiana, party of the first part, heretofore referred to as the "Board" and the Southwestern Jefferson Classroom Teachers Association, affiliated with the Indiana State Teacher's Association and the National Education Association, party of the second part, heretofore referred to as the "Association".

This Contract shall be effective as of July 1, 2020, and shall continue in effect through June 30, 2021. Both parties agree that no language in this contract shall be modified during the term of this Agreement unless both parties mutually agree to such modification (with the exception of those provisions which specifically go into effect or expire by their terms on particular dates prior to the end of the Contract term).

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

SOUTHWESTERN JEFFERSON COUNTY
BOARD OF SCHOOL TRUSTEES

SOUTHWESTERN JEFFERSON COUNTY
CLASSROOM TEACHERS ASSOCIATION

By: _____

By: _____

By: _____

By: _____

		2020-2021	Filling
CATEGORY A - Academic Coaching			
Academic Coordinators			
	Academic Coordinator (Elementary)	\$150	\$150
	Academic Coordinator (MS/HS)	\$150	\$150
Academic Coaches (Elementary)			
	Math Bowl Coach	\$650	\$650
	Robotics	\$650	\$650
	Science Bowl Coach	\$650	\$650
	Spell Bowl Coach	\$650	\$650
Academic Coaches (Middle School)			
	Math Bowl Coach	\$650	\$650
	Robotics	\$650	\$650
	Science Bowl Coach	\$650	\$650
	Spell Bowl Coach	\$650	\$650
Academic Coaches (High School)			
	English Academic Superbowl Coach	\$650	\$650
	Fine Arts Academic Superbowl Coach	\$650	\$650
	Math Academic Superbowl Coach	\$650	\$650
	Science Academic Superbowl Coach	\$650	\$650
	Social Studies Academic Superbowl Coach	\$650	\$650
	Speech Team	\$650	
	Spell Bowl Academic Superbowl Coach	\$650	\$650
CATEGORY B - Staff Positions/Student Organizations			
Technology Coordinators			
	Elementary	\$1,601	\$1,601
	Middle / High School	\$1,601	\$1,601
Class Sponsors			
	Senior Class	\$1,026	\$1,026
	Junior Class	\$1,367	\$1,367
	Sophomore Class	\$274	\$274
	Freshman Class	\$274	\$274
Music Activities			
<i>Choir</i>			
	Elementary Choir Director	\$621	
	Show Choir Director	\$2,427	
	Assistant Show Choir Director	\$1,399	
<i>Band</i>			
	Concert Band	\$3,202	\$3,202
	Marching Band	\$2,455	\$2,455
	Marching Band Color Guard Assistant	\$1,686	\$1,686
	Pep Band	\$1,067	\$1,067
	Regatta Parade	\$533	

	2020-2021	Filling
Summer Band Camp	\$2,135	
Summer Band Camp Staff	\$1,000	
Contest Assistant to Instrumental Director	\$560	
Winter Guard	\$1,648	\$1,648
Winter Parade	\$533	\$533
Publications		
Elementary Yearbook	\$683	\$683
Middle School Yearbook	\$500	\$500
High School Yearbook (Rebian)	\$1,312	\$1,312
High School Publications	\$932	
Student Organizations		
Art Club (Elementary)	\$466	
Art Club (MS/HS)	\$466	
Computer Club (Elementary)	\$466	
Computer Club (MS/HS)	\$466	
Drama	\$466	
FFA (MS/HS)	\$1,174	\$1,174
FCCLA	\$621	
French Club	\$466	
National Honor Society	\$683	\$683
Spanish Club	\$466	
Student Council (Elementary)	\$939	\$939
Student Council (Middle School)	\$939	\$939
Student Council (High School)	\$939	\$939
TRAC - Teen Reading Activity Club	\$466	
Archery	\$550	\$550
Other		
After Prom	\$500	
Summer Online Teaching	\$600	\$600
AP/Cuel Credit (Each Teacher - Not Class)	\$500	\$500
ELL Coordinator(s)		
Elementary ELL	\$1,601	\$1,601
Middle / High ELL	\$1,601	\$1,601
CATEGORY C - Athletics		
ATHLETICS		
Athletic Home Events		
Athletic Home Events MS (not included in formula)	\$3,000	\$3,000
Baseball Coaching		
Boys Varsity	\$3,259	\$3,259
Boys Assistant / Junior Varsity	\$1,539	\$1,539
Basketball Coaching		
Boys Varsity	\$6,306	\$6,306

	2020-2021	Filling
Boys JV / Assistant 1 (req. team or 10 players)	\$3,417	\$3,417
Boys Ninth Grade / Assistant 2 (req. team or 20 players)	\$2,049	\$2,049
Boys Eighth Grade	\$1,539	\$1,539
Boys Seventh Grade	\$1,539	\$1,539
Boys Sixth Grade	\$1,451	\$1,451
Girls Varsity	\$6,306	\$6,306
Girls JV / Assistant 1 (req. team or 10 players)	\$3,417	\$3,417
Girls Ninth Grade / Assistant 2 (req. team or 20 players)	\$2,049	\$2,049
Girls Eighth Grade	\$1,539	\$1,539
Girls Seventh Grade	\$1,539	\$1,539
Girls Sixth Grade	\$1,451	\$1,451
Cheerleading Sponsors		
Varsity Basketball	\$1,670	\$1,670
Junior Varsity Basketball	\$854	\$854
Middle School Basketball	\$854	\$854
Cross Country Coaching		
Varsity Boys/Girls w/o Assistants	\$3,500	
Boys Varsity Coach	\$2,493	\$2,493
Girls Varsity Coach	\$2,493	\$2,493
Boys Asssistant 1 (req. 10 players)	\$997	\$997
Girls Asssistant 1 (req. 10 players)	\$997	\$997
Middle School Coach	\$854	\$854
Golf Coaching		
Boys Varsity	\$1,637	\$1,637
Girls Varsity	\$1,637	\$1,637
Middle School	\$704	\$704
Intramural Director		
Coed Intramural Basketball Director	\$1,864	\$1,864
Coed Intramural Volleyball Director	\$1,864	\$1,864
Soccer Coaching		
Boys Varsity	\$2,651	\$2,651
Boys JV / Assistant 1 (req. team or 10 players)	\$1,367	\$1,367
Girls Varsity	\$2,651	\$2,651
Girls JV / Assistant 1 (req. team or 10 players)	\$1,367	\$1,367
Middle School	\$1,080	\$1,080
Softball Coaching		
Girls Varsity	\$3,259	\$3,259
JV / Assistant 1 (req. team or 10 players)	\$1,539	\$1,539
Swimming		
Boys Varsity	\$1,903	\$1,903
Girls Varsity	\$1,903	\$1,903
Girls / Boys Varsity (Combined)	\$3,731	\$3,731

		2020-2021	Filling
	Girls / Boys Assistant 1 (req. 10 players)	\$1,714	\$1,714
	Girls / Boys Middle School	\$854	\$854
Tennis			
	Boys Varsity	\$1,670	\$1,670
	Boys Varsity Assistant 1 (req. 10 players)	\$825	\$825
	Girls Varsity	\$1,670	\$1,670
	Girls Varsity Assistant 1 (req. 10 players)	\$825	\$825
	MS Boys	\$825	\$825
	MS Girls	\$825	\$825
Track			
	Varsity Boys/Girls without assistants (combined)	\$3,731	
	Boys Varsity Coach	\$2,651	\$2,651
	Girls Varsity Coach	\$2,651	\$2,651
	Boys Assistant 1 (req. 10 players)	\$1,329	\$1,329
	Girls Assistant 1 (req. 10 players)	\$1,329	\$1,329
	MS Track Boys/Girls without Assistants (combined)	\$1,940	
	Boys MS Coach	\$1,329	\$1,329
	Girls MS Coach	\$1,329	\$1,329
	Boys MS assistant 1 (req. 10 players)	\$683	\$683
	Girls MS assistant 1 (req. 10 players)	\$683	\$683
Volleyball			
	Varsity	\$3,259	\$3,259
	JV / Assistant 1 (req. team or 10 players)	\$1,563	\$1,563
	Ninth Grade / Assistant 2 (req. team or 20 players)	\$1,143	\$1,143
	Eighth Grade	\$1,026	\$1,026
	Seventh Grade	\$1,026	\$1,026
	Sixth Grade	\$939	\$939
Wrestling			
	Varsity	\$3,259	\$3,259
	Assistant	\$1,329	\$1,329
	Middle School Coach	\$1,026	\$1,026
Summer Stipend for Athletic Staff (req. 50 hours of practice/games/camps w/o other compensation and /			
	Baseball	\$1,500	\$1,500
	Boys Basketball	\$1,500	\$1,500
	Girls Basketball	\$1,500	\$1,500
	Boys Soccer	\$1,500	\$1,500
	Girls Soccer	\$1,500	\$1,500
	Softball	\$1,500	\$1,500
	Boys Tennis	\$1,500	\$1,500
	Girls Tennis	\$1,500	\$1,500
	Volleyball	\$1,500	\$1,500

Attachment 1
Southwestern Jefferson County Consolidated School Corporation
Board's 2020-2021 Compensation Model

October 26, 2020

A. Salary Schedule

Row	BS Salary	MS Salary	Row
A	\$36,500	\$38,500	A
B	\$37,500	\$39,500	B
C	\$38,500	\$40,500	C
D	\$39,500	\$41,500	D
E	\$40,500	\$42,500	E
F	\$41,500	\$43,500	F
G	\$42,500	\$44,500	G
H	\$43,500	\$45,500	H
I	\$44,500	\$46,500	I
J	\$45,500	\$47,500	J
K	\$46,500	\$48,500	K
L	\$47,500	\$49,500	L
M	\$48,500	\$50,500	M
N	\$49,500	\$51,500	N
O	\$50,500	\$52,500	O
P	\$51,500	\$53,500	P
Q	\$52,500	\$54,500	Q
R	\$53,500	\$55,500	R
S	\$54,500	\$56,500	S
T	\$55,500	\$57,500	T
U	\$56,500	\$58,500	U
V	\$57,500	\$59,500	V
W	\$58,500	\$60,500	W
X	\$59,500	\$61,500	X
Y	\$60,500	\$62,500	Y
Z	\$61,500	\$63,500	Z
AA	\$62,500	\$64,500	AA
BB	\$63,500	\$65,500	BB
CC	\$64,500	\$66,500	CC
DD	\$65,500	\$67,500	DD
EE	\$66,500	\$68,500	EE

B. Transition to New Schedule

1. A teacher who satisfies the evaluation factor will be placed on the 2020-2021 salary schedule at the salary one lane above the salary that most closely aligns with and is not less than the teacher's 2019-2020 salary.
2. The transition of teachers to the 2020-2021 salary schedule is based on the academic need to retain teachers important to the school corporation to ensure educational continuity.
3. Except those who are eligible per IC 20-28-9-1.5(f), any teacher receiving an evaluation rating of Ineffective or Improvement Necessary for the prior school year will not be eligible for any base salary increase, will not be placed or transition onto the 2020-2021 salary schedule, and shall remain at their prior year salary.

C. INPRS Contribution

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

D. Salary Range

The salary range for returning teachers for the 2020-2021 school year is \$36,500 to \$68,500.

E. Eligibility

1. A teacher must receive an evaluation rating of Effective or Highly Effective on his/her prior school year evaluation to be eligible for a base salary increase in the current school year.
2. A teacher must have been employed by the School Corporation for at least 120 days in the prior school year to be eligible for a base salary increase for the current school year.
3. Any teacher receiving an evaluation rating of Ineffective or Improvement Necessary for the prior school year will not be eligible for any base salary increase in the current school year, except those who are eligible per IC 20-28-9-1.5(f). Specifically, teachers in their first two full years of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating the prior school year.

F. Factors

1. Education –A teacher must complete an additional content area degree (Masters) beyond the requirement for employment. Eligible content areas are

those defined by the IDOE in which the teacher currently teaches or any content area approved by the superintendent.

- b. Evaluation -The teacher must receive an evaluation rating of Effective or Highly Effective for the prior school year. Any teacher receiving an evaluation rating of Ineffective or Improvement Necessary will not be eligible for any increase to salary, except those who are eligible per IC 20-28-9-15(f).
- c. Academic Needs - Any salary increase caused by transition to the 2020-2021 schedule is based on Academic Needs, which is defined as the need to retain teachers important to the school corporation to ensure educational continuity.

G. Movement on Schedule

- 1. Teachers will not advance on the scale for the 2020-2021 school year.
- 2. Movement in Bachelor's Column – A teacher in the Bachelor's column who receives an evaluation rating of effective or highly effective on his/her prior school year evaluation will advance one row in the Bachelor's column for the current school year.

Movement in Master's Column – A teacher in the Master's column who receives an evaluation rating of effective or highly effective on his/her prior school year evaluation will advance one row in the Master's column for the current school year.
- 1. Movement from Bachelor's to Master's Column- A teacher who receives an evaluation rating of effective or highly effective on his/her prior school year evaluation and completes an additional content area degree (Masters) beyond the requirement for employment will move from the Bachelor's column to the Master's column in the same row.

H. Weight Attributed to Factors

- | | | |
|----|----------------|-----|
| 1. | Evaluation | 50% |
| 2. | Academic Needs | 50% |

After Transition Year

- | | | |
|----|------------|--------|
| 1. | Evaluation | \$1000 |
| 2. | Education | \$1000 |

I. Disqualification

Except as provided by Indiana Code 20-28-9.5-1(f), a teacher who receives an evaluation rating of Ineffective or Improvement Necessary on his/her prior school year evaluation shall not be eligible to receive a base salary increase and shall continue to receive his/her prior year salary.

J. Redistribution

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

K. Time of Payment

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

L. Lack of Funding

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

M. New Hires

New Hires will be placed on 2020-20201 salary schedule in the row and column that most closely approximates the row and column for current teachers with comparable education. The Superintendent has the discretion to hire new staff members up to three (3) rows above or three (3) rows below the row and column that most closely approximates the row and column for current teachers with comparable education.

N. Rehired Retired Teachers

Teachers who are retired from any Indiana school corporation who are hired by the Southwestern Jefferson County Consolidated School Corporation will be paid \$50,000.

APPENDIX C
RETIREMENT BUYOUT-RETIREMENT BUYOUT PLANS

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

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

2. Entitlement to Retirement Benefits, Vesting Requirements

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

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

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

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

- a. Interest Rate. The assumed interest rate for purposes of determining the present value of the retirement severance benefits contained in the Prior Agreement is four percent (4%) from the time of deposit through the end of the third year and seven percent (7%) per year thereafter. The interest reverts to four percent (4%) at the assumed time of retirement.
- b. Retirement Age. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-eight (58) or at the end of the current year, if the individual is already fifty-eight (58) or older.
- c. Retirement Severance Pay. The anticipated amount of the retirement severance benefits contained in the Prior Agreement shall be determined using the formula described in Article X, Section A of the Prior Agreement. These calculations assume that each teacher carries five (5) sick days per year forward until such time as he or she reaches to contractual maximum of one hundred fifty (150) days. However, it is assumed that individuals do not retire until the later of: (i) the attainment of age fifty-eight (58) or (ii) satisfaction of the eligibility requirements of this new Article.
- d. Early Retirement Pay- the anticipated amount of the Retirement Bridge Pay shall be calculated using the dollar amounts set forth in and the provisions of Article X, Section B of the Prior Agreement. However, it is assumed that individuals do not retire until the later of:
 - (i) the attainment of age 58 or
 - (ii) satisfaction of the eligibility requirements of this new Article.
- e. Health Insurance. For purposes of calculating the value of the retirement health insurance benefit found in Article X, Section B-5 of the Prior Agreement, the parties agree to use an assumed annual post-retirement group health insurance cost of two thousand one hundred dollars (\$2,100) for the single premium. However, it is assumed that individuals do not retire until the later of: (i) the attainment of age 58 or (ii) satisfaction of the eligibility requirements of this new Article.
- f. Turnover/Termination. The parties agree that a termination assumption of 2.85% per year was used by the actuary to calculate the present value retirement severance and early retirement benefits found in Article X of the Prior Agreement.

- g. Mortality. The parties agreed to use a mortality assumption that certain employees will die prior to meeting the vesting requirements for the Retirement Buyout dollars, as provided by the actuary.
 - h. FICA. The present value of the future retirement severance and early retirement benefits contained in the Prior Agreement will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the retirement severance benefits contained in the Prior Agreement had been paid directly to the employee.
 - i. Exclusion of Employees. Employees hired after June 30, 2004, shall not be entitled to any payment for the eliminated retirement severance benefits contained in the Prior Agreement. In other words, no contribution shall be made for individuals hired or rehired on or after June 30, 2004.
 - J. Rehired Employees. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the School Corporation after June 30, 2004. However, if the Board shall have approved a leave of absence of not more than one (1) fiscal year for an employee, such period of leave shall not result in forfeiture provided the employee shall promptly return to employment following the expiration of the period of leave. If a teacher is released due to reduction in force the money in their accounts will not be forfeited until their name is removed from the recall list according to Article VII.
 - k. Calculation Date. The present value of the retirement severance benefits contained in the Prior Agreement shall be calculated as of June 30, 2004.
4. 401(a) Plan.

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

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

- b. Vesting. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate 401(a) Plan account.
 - c. Forfeiture. An employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article for any reason, the terminated employee's 401(a) Plan account shall be forfeited. The forfeited amounts shall not be returned to the School Corporation. Instead, forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate Section 401(a) accounts in a manner similar to that used by ESC in initially determining the present value calculations. Therefore, the Section 401(a) accounts of the following employees will not share in the reallocation of a forfeiture of a Section 401(a) account:
 - 1. Employees who have forfeited their Section 401(a) accounts in the same year;
 - 2. Employees who previously forfeited their Section 401(a) accounts; and
 - 3. Employees who have attained age 58 their assumed retirement age or have and terminated employment in or before the year of the reallocated forfeiture.
 - d. Distributions. Following retirement and the satisfaction of the eligibility requirements set forth in this Article, a retired employee may elect to commence distributions from his 401(a) Plan account.
 - e. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the 401(a) Plan assets.
 - f. Additional Plans. The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.
5. VEBA. The School Corporation shall contribute to a voluntary employees' beneficiary association ("VEBA"), as described in section 501(c)(9) of the Internal Revenue Code, that amount representing the present value of the group health insurance benefits, as calculated for all employees using the assumptions to which the parties mutually agreed

as set forth above. Additional terms and conditions for the administration and operations of the VEBA shall be as follows:

- a. **Separate Accounts.** The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the VEBA.
- b. **Vesting.** Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
- c. **Forfeiture.** If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section B of this Article for any reason, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then-remaining separate VEBA accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:
 - (i) Employees who have forfeited their VEBA accounts in the same year;
 - (ii) Employees who previously forfeited their VEBA accounts; and
 - (iii) Employees who have attained reached their assumed retirement age or have terminated employment in or before the year of the reallocated forfeiture.
- d. **Distributions.** Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may use the amounts held in his/her separate VEBA account pay all expenses as allowed by the provider and law for the employee, spouse, and dependents. Furthermore, following the death of the employee who had otherwise satisfied the vesting requirements of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. (At no time may the VEBA make loans to an employee, his/her spouse, or dependents.)
- e. **Costs.** The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

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

SOUTHWESTERN JEFFERSON COUNTY
BOARD OF SCHOOL TRUSTEES

SOUTHWESTERN JEFFERSON COUNTY
CLASSROOM TEACHERS ASSOCIATION

By: _____

By: _____

By: _____

By: _____
