

**CONTRACT**

Between

**UNION SCHOOL  
CLASSROOM TEACHERS ASSOCIATION**

And the

**BOARD OF TRUSTEES**

**OF**

**UNION SCHOOL CORPORATION**

July 1, 2022 – June 30, 2023

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## RECOGNITION

### ARTICLE I

- A. The Board hereby recognizes the Union School Classroom Teachers Association (also known as the "USCTA") as the exclusive representative of all teachers employed by the school corporation.
- B. Definitions
1. The term "teacher", when used in this contract, shall refer to all teacher certified personnel contracted by the Board on a one-half time or more teaching contract, except the superintendent, principals, assistant principals, and athletic director.
  2. The terms "Board" and "USCTA", when used in this contract, shall include authorized officers, representatives, and agents of these two groups.
  3. The term "school corporation," when used in this contract, shall refer to the Union School Corporation of Union Township, Randolph County, and Stony Creek Township, Henry County, State of Indiana.
  4. The term "daily rate", when used in this contract, shall refer to the annual school year salary divided by those contracted days.
  5. The term "hourly rate", when used in this contract, shall refer to the daily rate divided by 7.5. "Hourly rate", defined in this paragraph, shall be used to calculate the rate of pay for teacher certified personnel who teach summer school, evening school, special assignments (for example, homebound schooling), and other classes taught under a supplemental teacher's contract (I.C. 20-28-6-7).
  6. The term "immediate family", when used in this contract, shall refer to spouse, children, stepchildren, sisters, brothers, mother, stepmother, father, stepfather, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, daughters-in-law, sons-in-law, grandparents, grandparents-in-law, or grandchildren.
  7. The term "member of the household", when used in this contract, shall refer to any person who resides at the permanent residence of the employed teacher.

### ARTICLE II

#### PROFESSIONAL COMPENSATION

##### A. SALARY

1. The salary provisions for teachers covered by this agreement are set forth in Appendix A – Compensation Model and Appendix A-1 salary schedule – which is attached to and incorporated in this agreement. The Board will also pay the appropriate Indiana Public Retirement System (INPRS) contribution for each teacher.
2. The Union RISE model will be used to determine the final Evaluation Rating for each teacher in accordance with Indiana Code IC 20-28-11.5.
3. The salary range is \$48,000. to \$67,000.

4. The Superintendent shall have the authority to hire a new teacher at a salary not to exceed the salary paid to current USCTA teachers, with the salary to be determined by the Superintendent and the Association based upon the needs of the district and the availability of qualified teachers for the position.
5. The Superintendent shall have the authority to rehire a retired teacher but may only place them on the salary schedule between rows 0 and 4 (\$48,000-\$52,000) at the Superintendent's discretion.
6. A teacher retiring at the end of a given year who is eligible to receive additional compensation will be given a one-time payment of the amount for which they are eligible after their final rating has been determined for the year in which they retire. Such additional compensation would be the difference between the salary lane into which they would have moved and the salary which was received in the year of their retirement.
7. A teacher leaving at the end of a given year who is eligible to receive additional compensation, will be given a one-time payment of the amount for which they are eligible after their final rating has been determined for their last year of employment with Union School Corporation. Such final compensation would be the difference between the salary lane into which they would have moved and the salary which was received in the last year of employment.

**B. PAYROLL**

Teachers shall be paid their salaries in twenty-four equal installments. Pay dates for each school year shall be mutually determined by the Superintendent and Association no later than ten school days following approval of the school calendar by the Board.

1. All pay will be made by Electronic Funds Transfer (Direct Deposit) to the bank account identified by the teacher. Deposit of funds shall be on, or prior to, each specified payroll date.
2. A teacher may request in writing prior to April 1 the balance of all such salary due and payable at the close of the school term, provided that all contract services have been completed. This shall be issued in separate checks instead of one lump sum.
3. Extracurricular pay for all B1 and B2 positions will be paid according to the following:
  - a. pay of half the sum the first payday after the season is half completed and the remaining sum the first payday after the completion of duty.  
These dates will be determined by the Superintendent and Principals/Athletic Director cooperatively. A list of beginning, middle, and ending dates shall be given to the USCTA on the first teacher day of the school year.
4. When a teacher is absent from work without pay, he/she shall have his/her daily rate deducted from the next pay for each day of absence.
5. Two (2) weeks notice shall be provided to the Corporation treasurer regarding changes in payroll deduction. Changes to tax withholdings may be made at any time by filing the appropriate withholding form(s).
6. Claims for compensation to be paid for homebound instruction shall be turned in to the Central Office no later than five days prior to the scheduled payroll date.

Pay will be issued on the next normal pay date according to the pay schedule and shall be paid in a separate check. Hours must be authorized by the Central Office prior to homebound instruction.

7. Mileage will be paid as per Board approval for cases such as homebound instruction.

#### C. PART-TIME CONTRACT

The annual salary for all part-time teacher certified personnel teaching during regular school hours during the regular school year shall be calculated in accordance with the following formula:

1. The annual salary for a full-time certified teacher having an equal number of years and equal educational degree with the part-time teacher, as indicated on the Compensation Model Salary Table (appendix A-1), shall be divided by the total number of contract working days for a full-time teacher for the school year to arrive at the "daily amount".

2. The "daily amount" is then divided by the number of work periods in the school day and then multiplied by the number of work periods actually worked by the part-time teacher in the work day to arrive at the part-time teacher's "daily pay".

3. The part-time teacher's "daily pay" is then multiplied by the number of days that the part-time teacher is contracted to actually work to arrive at the part-time teacher's contract salary for the school year.

[Example:  $\$34,000/185 = \$183.78$  (daily amount);  $\$183.78$  (daily amount)/7.5 =  $\$24.50$  X 4 periods actually worked =  $\$98.00$  (daily pay);  $\$98.00$  (daily pay) X 100 (days contracted to work) =  $\$9,800.00$  (contracted salary).]

#### D. EXTENDED CONTRACT

Teachers on an extended contract will be paid at their daily rate.

#### E. EXTRA-CURRICULAR

The extracurricular schedule is set forth in Appendices B1 & B2.

1. A vacancy in a B1 or B2 position occurs when the individual holding the position resigns or is dismissed during the school year. All B1 and B2 positions are considered complete at the end of the season or school year, whichever occurs first.
2. Assistants for any extracurricular position may be provided at any time, at the sole discretion of the Board.
3. The Board shall have the sole discretion to fill or leave open any position on the extracurricular schedule. The Board reserves the right to cancel a sport for lack of participation. In this case, the salary will be prorated.
4. A person employed to coach one or more positions in the same sport (i.e., varsity and junior varsity basketball) shall receive the salary at the highest position and one-half the salary of the other position if practice is concurrent. In order to receive full salary for both positions, he/she must conduct separate practices.

#### F. ACADEMIC CREDIT

1. The credit hours required to fulfill the Additional Degrees category of the

Compensation Model Salary Table must be from a program or an institution accepted by the Office of Educator Licensing and Development, Indiana Department of Education (IDOE).

2. The education factor is limited to attainment of additional content area degree or credit hours beyond the requirement for employment. Eligible content area are any content area (as defined by IDOE) in which the teacher currently teaches or any other content area approved by the superintendent.
3. The conversion of credit hours from quarter hours to semester hours will be three (3) quarter hours equal two (2) semester hours.
4. Notification of the intent to introduce credit hours that warrant additional compensation must be made to the office of the Superintendent by May 1 of each school year. Written verification of the credit hours must be provided to the office of the Superintendent on or before the first teacher day of each new school year in order to be factored into the Compensation Model being used to determine any salary increase for that new school year.

### **ARTICLE III**

#### **WAGE/SALARY-RELATED FRINGE BENEFITS**

##### **I. LEAVE**

- A. Leave may be taken in ½ day segments. Leave shall be credited annually to each teacher on the first day of his/her employment year as follows:
  1. thirteen (13) leave days for a teacher who has signed his/her first regular teaching contract.
  2. eleven (11) leave days every year thereafter.
  3. If a teacher takes two or more leave days immediately before or immediately following a scheduled break (fall break, winter break, or spring break) the teacher must use 2 leave days for each day taken that exceeds one permissible day, unless medical documentation is provided. This does not apply to absences due to bereavement, injury sustained at work, or absences covered under FMLA.
- B. When a teacher has been employed in another school corporation and had accumulated at least one (1) sick day at the time that they left that employment, then beginning in the teacher's second year at Union, the Corporation shall add up to three (3) sick days each year to the number of sick days to which the teacher is entitled under section A. (above) until the accumulated sick days to which the teacher was entitled in the teacher's last employment are exhausted. (I.C. 20-28-9-10)
- C. Unused leave shall accumulate and carry to the next year of employment.
- D. Absence due to injury incurred during the normal teaching day shall be deducted from the teacher's sick leave days for one day's absence. If the injury should disable the teacher from work beyond one day, a doctor must verify the injury. If verified, the first day's absence will not be deducted. If the doctor indicates that the teacher is capable of returning to work or returning to work with limitations, the teacher shall return or receive no pay. If the doctor indicates the teacher should refrain from coming to work, the teacher may take up to seven additional days without reduction to sick/personal leave days nor loss of pay. The Corporation will pay the difference between Workman's Compensation and the daily rate if the absence exceeds seven days. In no case shall the teacher be paid more than his/her daily rate.

- E. All teachers shall be granted up to five days to be deducted from leave for hospitalization, surgery, accident, or illness of the immediate family. This five day limit may be waived in the case of a terminal illness as determined by medical documentation and approval by the Board.

## II. LEAVES OF ABSENCE

The adopted "Union School Corporation Leave Form," as published in Appendix C, must be used for all requests.

- A. For leaves delineated in Sections B, C and D, below, a teacher may remain on the group health insurance plan, provided that the teacher pays the entire cost during his/her leave.
- B. Adoptive Leave, Paternal Leave, and Family Illness Leave—These leaves may be granted for up to one year. The Board reserves the right to establish the length of leave if such request is for less than one-year duration. All such leaves shall be without pay, benefits, or increment. The teacher and the Superintendent shall determine beginning and ending dates of such leave mutually.
- C. Leaves of Absence—A leave of absence may be granted for a period of up to one year for the purpose of study at an accredited college or university, or due to illness. The Board reserves the right to establish length of leave if such request is for less than one-year duration. The teacher and the Superintendent shall determine beginning and ending dates of such leave mutually. Such leaves shall be without pay, benefits, or increment.
- D. Maternity Leave—A teacher who is pregnant shall be entitled to, upon request, a leave of absence to begin at any time between the commencement of her pregnancy and one year after the child is born. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires. All or any portion of leave taken by a teacher may, at the teacher's option, be charged to her available sick leave. When sick leave is not used, this leave is without pay, benefits, or increment.
- E. Bereavement Leave—In case of death(s) within the immediate family or of a member of the household, the teacher shall be provided with a maximum leave per death of five school days beyond the death and shall receive full compensation for such leave.

Also, one day's leave may be taken for the death of a niece, nephew, aunt, uncle, or cousin for up to a maximum of five days per school year with full compensation.

- F. Professional Leave—The Board will approve or disapprove all requests for professional leave. The Superintendent may act in advance of Board consideration in those cases not feasible for Board notice. The Board may require a report, either in writing or by personal appearance, after such approved leave.
- G. Legal Leave—Teachers who are called for jury duty or who are subpoenaed for witness in a trial in which they are not a party will be paid their regular salaries less the amount they are paid for the services they are called on to render. Teachers shall be paid their regular salaries during attendance at an administrative hearing or trial if required to attend by the school employer.
- H. Sick Leave Bank
  1. The Sick Leave Bank is a continuous year-to-year entity, the purpose of which is to relieve teachers from undue financial burdens as a result of an absence from work due to illness, injury or incapacitation sufficiently severe that would make their presence in school inadvisable.
  2. The Sick Leave Bank Committee shall consist of the President of the Association, or his/her designee, a second representative of the Association, the Superintendent, and a second representative of the Board appointed by the Superintendent. The Association President shall be the chairperson of the Committee.
  3. Organization and Membership
    - a. Any full-time teacher in the bargaining unit as defined in Article I-B-1 shall be eligible to become a member of the Sick Leave Bank.
    - b. The Bank shall be formed by voluntary participation and voluntary donation of two (2) personal sick leave days by teachers who then become members.
    - c. The Bank will be used only for personal illness, after exhaustion of leave days as set forth in Article III I-A-1 and I-A-2, and only for those working days that the member is contracted.
    - d. The Bank shall be open for teachers to become members for thirty (30) working days following the first working day of school each year.
    - e. Teachers new to the school corporation may become members by donating two (2) leave days within the thirty (30) working-day membership period or within thirty (30) working days of the teacher's initial contractual obligation.
    - f. After the initial year of membership enrollment, teachers electing to continue membership in the Sick Leave Bank shall donate one (1) leave day within thirty (30) working days following the opening day of school each year. Membership is on a perpetual basis and leave deduction will be automatic until the teacher elects otherwise.



- g. At such time the Sick Leave Bank account falls below fifty (50) days, an obligatory assessment of one (1) leave day shall be made upon all current members of the Bank who have leave days remaining.
- h. Teachers who have been in the school corporation may become members at any time during the school year by paying all back assessments due had the teacher joined the Bank when that teacher first had the opportunity.
- i. Any and all donated days lose their identity and become the property of the Sick Leave Bank.
- j. Upon retirement, a teacher may donate any amount of leave days accumulated in excess of one hundred (100) to the Sick Leave Bank.

#### 4. Procedure

- a. Written application by the teacher or a member of the teacher's family, accompanied by a physician's certificate stating the nature, length of the disability, and prognosis of the teacher's condition, shall be submitted to the chairperson of the Sick Leave Bank Committee for each request.
- b. Each application must be acted upon by the entire committee, and any decision to grant Sick Leave Bank days must be decided by a majority vote of the Committee. The decision of the Sick Leave Bank Committee shall be final. The chairperson shall inform the applicant (or where advisable, a member of the family) of the Committee's decision and shall also report the decision to grant Sick Leave Bank days to the Corporation Treasurer.
- c. The maximum number of days that may be granted per teacher shall be twenty (20) days per application for a maximum of forty (40) working days for the school year.
- d. The applicant must use all available sick/personal leave days as set forth in Article III I-A-1 and I-A-2 before Sick Leave Bank days shall be approved.
- e. There must be a waiting period of five (5) working days after the teacher's leave days have expired before Sick Leave Bank days become effective. Upon request by the applicant or a member of the immediate family, up to and including all five (5) days of this waiting period may be waived at the discretion of the Committee.
- f. Upon returning to work, the member shall repay the Sick Leave Bank the number of days used at the rate of two (2) days per school year. Repayment shall begin with the school year immediately following the school year during which the Sick Leave Bank days were granted.
- g. If a member of the Bank retires, resigns, or for other reasons leaves the school corporation before Sick Leave Bank days are repaid, the debt shall be waived.

### III. INSURANCE

- A. The Board shall contribute \$650.00/month toward any plan offered by the Greater Randolph Insurance Consortium or Insurance Consortium the Corporation is a member of. Teachers shall pay the difference between the chosen plan and \$650.00/month by payroll deduction. In the event that both husband and wife are employees eligible for such coverage, they may elect to take individual single coverage plans, or may receive an amount equivalent to two times the single plan amount toward a family plan so long as the husband and wife are assessed at least one dollar each for the plan.
- B. The Board shall provide a long-term disability plan with a sixty-day elimination period. At the conclusion of the elimination period, the teacher will be eligible to receive two-thirds (66 2/3%) of his/her salary. The Board will assume premium costs for the long-term disability program minus one dollar.
- C. A term life insurance program, which will provide a \$50,000 death benefit and double indemnity death benefit in the case of accidental death, shall be provided for each teacher at a cost of one dollar per year to the teacher. The policy shall contain a conversion clause not requiring a physical examination at the time of conversion. Teachers who are ineligible or elect not to participate in the group health insurance program (as defined in Article III. III-A, above) shall receive an additional \$50,000 term life insurance at no additional cost to the teacher. The death benefit will be reduced as per provisions of the life insurance contract in effect at the time, i.e., most policies reduce benefits at a certain age by a certain percentage.
- D. The policies in Section A, B, and C of this subsection shall be a written recommendation by an advisory committee composed of faculty and administrative representatives with final approval being the responsibility and right of the Board.
- E. Section 125 Benefit—The benefit provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any teacher so requesting. The Corporation will pay the administrative costs.

### IV. RETIREMENT BENEFITS

- A. Retirement benefits shall be provided to a retiring teacher according to the following requirements and provisions:
  - 1. To be eligible one must be at least fifty years of age, have at least fifteen years of experience, and have at least ten continuous years of service in the Union School Corporation.
  - 2. The teacher must notify the Board in writing through the Superintendent of his/her intent to retire by January 1 of the year of retirement. In the event a teacher must retire for his/her own health, the notice shall be waived by Board action. If any such teacher, having given written notice of intent to retire and being eligible for this additional compensation, should die before said retirement,

- the Corporation shall pay to the estate of that teacher the lump sum amount that would have been paid to the teacher had the teacher not died prior to retirement.
3. The teacher must, at the time of retirement, be employed by Union School Corporation.
- B. A current copy of State guidelines and options concerning disbursement of retirement benefits will be provided and explained individually to each retiree by the Superintendent.
- C. A 403(b) program shall be provided for any teacher to participate in on a voluntary basis with the teacher paying for the entire amount of the premium through a payroll deduction plan. Any new 403(b) program must be approved by the Board and will require a minimum of five participants.
- D. Retirement Severance Benefit, Buyout, 401(a) Annuity Plan and VEBA Plan

“P.L.199 Agreement” (P.L. 153-2001 Funding of Retirement or Severance Plan)

EFFECTIVE DATE: The following amendments are made to the Contract Agreement between the Union School Corporation Board of School Trustees hereinafter the “Board” or the “Corporation” and Union School Classroom Teachers Association hereinafter the “Association,” signed the 13<sup>th</sup> day of September, 2004. These amendments shall be effective with respect to any teacher retiring on or after the 1<sup>st</sup> day of July, 2004. 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, but as may be otherwise revised from time to time.

Article I  
Retirement Severance Benefit  
(Prior to 2004 hire date)

An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

A. Group Health Insurance

Immediately following severance, the teacher and his/her spouse, if any, shall have the option of remaining in the Corporation’s current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:

1. While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.

2. Within ninety (90) days of the severance date, the teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher and spouse, if any.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

## Article II

### Buy Out of Retirement Benefits

(Prior to 2004 hire date)

- A. Elimination of Prior Agreement's Retirement and Severance Pay Plan  
The Board and the Association specifically reserves the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that Article VIII, Section F, entitled Retirement Benefit, in the Agreement immediately before this amendment's effective date, is terminated and shall not apply to any teacher retiring or severing employment with the school corporation on or after this amendment's effective date, except that those teachers who are eligible to retire prior to the start of the 2006-07 school year may elect to retire under the provision of this section or the retirement provisions contained in the prior agreement. To exercise such option, the eligible teachers must submit a one-time irrevocable letter to the Superintendent indicating their choice no later than October 11, 2004. (For those teachers submitting a letter to retire at the end of the 2005-06 school year, such retirement date may be moved up by one year, upon mutual agreement between the Board and the teacher.) 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, but as may be otherwise revised from time to time.
- B. Entitlement to Retirement Benefits and Vesting Requirements
  1. A teacher shall be fully vested in the Retirement Benefits described in this article if the retiring teacher has satisfied the following requirements:
    - a. The teacher has reached the age of fifty (50); and

- b. The teacher must have completed not less than fifteen (15) full years as a professional educator; and
  - c. The teacher has at least 10 continuous years of service with the Corporation.
2. The teacher must notify the Board in writing through the Superintendent of his/her intent to retire by January 1 of the year of retirement. In the event a teacher must retire for his/her own health, the notice shall be waived by Board action.

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

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

- 1. The assumed interest rate for the purpose of determining the present value is four percent (4%) in the first two (2) years of the plan and seven and one half percent (7.5%) each year thereafter. However, for post-retirement cash flow purposes, a four (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-eight (58), or at the end of the current year if the individual is already fifty-eight (58) or older. If an employee continues employment after the attainment of age fifty-eight (58), the employee does continue to receive all ongoing Board contributions to the 401(a) and VEBA, if any, and the employee does continue to share in any future forfeitures.
- 3. The anticipated amount of the Severance Pay Plan shall be determined using the amount of annual benefit described in Article VIII of the prior agreement. However, it is assumed that individuals do not retire until the later of: (a) attainment of age fifty-eight (58), or (b) satisfaction of the eligibility requirements of this Article.
- 4. Using the method of calculation described in Article VIII of the prior agreement, the severance benefit for each employee will be determined, subject to the following adjustments:
  - a. Sick leave accumulation shall be calculated as of June 30, 2004, with each teacher's average yearly accumulation to a maximum of 9 days and a minimum of 2 days added for each year until age fifty-eight (58).
  - b. Only those days in excess of 100 to a maximum of 100 days will be calculated for buyout purposes. For all days remaining when the teacher actually retires to a maximum of 100, the Board shall purchase those days at \$100 per day. Up to the first \$2,000 shall be paid in cash and the balance shall be paid into the teacher's 401(a) account. For days not bought out, teachers shall have the option of contributing in the first year of the bank any or all of those days to the newly created Sick Leave Bank. For any days so contributed, the Board shall match

such contribution to an aggregate maximum of one hundred (100) days in the first year of the Bank.

c. A rate of \$100 will be used for the sick day amount.

5. The present value of the future Retirement Benefit payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the retirement benefits had been paid directly to the employee.
6. A termination ratio of two and one half percent (2.5%) shall be applied.
7. For calculation purposes under this section, the single health insurance premium shall be assumed to be \$9,000. The health insurance benefit for years 6 and 7 of the post-retirement benefit shall be assumed to be \$1,000.
8. Employees hired after the 30<sup>th</sup> day of June, 2004, shall not be entitled to any payment for the eliminated severance benefits. In other words, no contribution shall be made for individuals hired or rehired after the 30<sup>th</sup> day of June, 2004.
9. 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, or while an employee is on the RIF list, such period of leave or RIF shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave or RIF.
10. The present value of the Retirement Benefits Plan under the prior agreement shall be calculated, effective as of the 15<sup>th</sup> day of July, 2004.
11. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of the 30<sup>th</sup> day of June, 2004: base salary, age, years of service, and accumulated sick leave. The Educational Services Company 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 ten (10) days of the receipt of the verification sheets.

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

#### D. Buyout Contributions

1. VEBA. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in Section 501(c)(9) of the Code, that amount representing the present value of the group health

insurance benefits and term life insurance as calculated for all employees under Subsection C above. The Security Benefit Health Reimbursement Arrangement (HRA) Indiana VEBA shall be the organization administering the VEBA and shall be the single investment vendor for the VEBA. The terms and conditions for the administration and operations of the VEBA shall be as follows:

- a. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- b. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
- c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employees' VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:
  - (i) Employees who forfeited their VEBA accounts in the same year;
  - (ii) Employees who previously forfeited their VEBA accounts; and
  - (iii) Employees who have attained the age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty-nine (59), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

- d. 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 to purchase from the Corporation or any other vendor of the teacher's choosing health insurance premiums, term life insurance premiums, and to be reimbursed for un-reimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the 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 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 the retirement pay and severance benefits shall be contributed by the school corporation to the 401(a) Plan by the 31<sup>st</sup> day of December, 2004. The single investment vendor for the 401(a) Plan shall be the ISTA Financial Services Corporation. The 401(a) Plan's terms and conditions for the administration of the 401(a) Plan shall be as follows:
- a. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
  - b. Until such time that an employee has retired and satisfied the 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. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's 401(a) Plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year among the then remaining separate 401(a) Plan accounts in a manner similar to that used in initially determining the present value calculations. 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 their 401(a) Plan accounts in the same year;
    - (ii) Employees who previously forfeited their 401(a) Plan accounts; and
    - (iii) Employees who have attained age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.
- Furthermore, 401(a) Plan accounts of employees who have attained the age of fifty-nine (59), but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.
- d. Following retirement and the satisfaction of the requirements set forth in this Article, 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 this Article, the deceased employee's 401(a) Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been



made. At no time may a participant borrow from his/her 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 Article, or any other provision of this Agreement does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Article shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

Article III

Retirement Savings 401(a) Annuity Plan

(After 2004 hire date)

- A. The school corporation shall establish a qualified retirement plan as described in Section 401(a) of the Code.

For teachers hired after June 30, 2004, the Board agrees to contribute into each individual's separate 401(a) account one half of one percent (.5%).

- B. There will be no comingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan. The single investment vendor for the 401(a) Plan shall be ISTA Financial Services Corporation.

Each bargaining unit member shall be 100% vested in these individual 401(a) accounts.

Article IV

Retirement Savings VEBA Plan

(After 2004 hire date)

- A. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in Section 501(c)(9) of the Code as follows:

For teachers hired after June 30, 2004, the Board agrees to contribute into each individual's separate VEBA account one half of one percent (.5%). The Board shall make equal monthly contributions throughout the school year, and will complete its contributions on or before August 1 of each succeeding year. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA Plan. The single investment vendor for the VEBA Plan shall be the Security Benefit Health Reimbursement Arrangement (HRA) Indiana VEBA.

Each bargaining unit member is considered 100% vested in these individual VEBA accounts.

#### V. MASTER'S DEGREE SCHOLARSHIP

- A. The Board agrees to make available a total not to exceed \$10,000, devoted to up to 5 teachers per year, to be used as scholarships to help defray the cost of securing a Master's Degree. The following provisions shall apply:
  - a. The \$10,000 shall be available from July 1, 2022 through June 30, 2023.
  - b. Only teacher who seek to secure a Master's Degree in a content area directly related to the subject matter of a dual credit course or any other content area that has been pre-approved by the Superintendent.
  - c. Up to \$1,000 shall be made available to each teacher seeking such a Master's Degree for each semester in which the teacher is enrolled in an accredited post-graduate course. To receive this amount, the teacher must submit a proposed education plan to the Superintendent and a reimbursement plan will be arranged as agreed by the Superintendent and the teacher. No plan will be approved if the teacher qualifies for free tuition.
  - d. Each teacher seeking this scholarship must apply to the Superintendent for approval. The teacher must present evidence of being accepted and enrolled in an accredited post-secondary Master's Degree program in the areas noted above. The Superintendent shall have the exclusive authority to determine whether the program in which the teacher is enrolled is one which meets the criteria of enabling the teacher to either teach a dual credit course or any other content area that has been pre-approved by the Superintendent. The Superintendent has the exclusive authority to determine the number of teachers who are accepted for receipt of the scholarship.
  - e. Each teacher who is accepted will receive up to a maximum of \$1,000 per semester with the actual amount being received determined by the cost of the credit hours in which the teacher is enrolled for each specific semester. The teacher will be required to make the payment to the school in which he or she is enrolled and upon providing the Superintendent's office proof of the cost of the courses for each *semester* shall then receive reimbursement under terms approved by the Superintendent for the actual cost per credit hour of the courses in which he or she is enrolled for each semester up to a maximum of \$1,000.
  - f. Teachers enrolled in acceptable Master's Degrees program who are receiving the scholarships shall be required to maintain a C average in each course in which he or she is enrolled. In the event the teacher fails to maintain a C grade average, her or she shall no longer receive the scholarship and shall be required to repay all

**ARTICLE V**

**TERM OF AGREEMENT**

This collective bargaining agreement shall be effective as of July 1, 2022, and shall continue in full force and effect through June 30, 2023.

The undersigned attest to the following:

1. A public hearing was held in compliance with IC 20-29-6-1(b) on August 15, 2022, and electronic participation from parties and/or public was not permitted; and
2. A public meeting in compliance with IC 20-29-6-19 was held on September 29, 2022 to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

This contract is made and entered into at Modoc, Indiana, on this 17<sup>th</sup> day of October, 2022, by and between the Board of School Trustees of the Union School Corporation, County of Randolph/Henry, State of Indiana, party of the first part, heretofore referred to as the "School Employer," and the Union School Classroom Teachers Association, party of the second part, heretofore referred to as the "Exclusive Representative."


This contract is so attested to by the parties who signatures appear below:

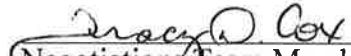
Board of School Trustees of  
Union School Corporation

Union School Classroom  
Teachers Association


  
Board President

  
President

  
Board Secretary

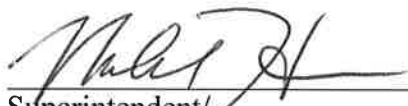
  
Negotiations Team Member

  
Board Member

  
Negotiations Team Member

  
Board Member

Board Member

  
Superintendent/  
Chief Negotiator of the  
School Employer's Negotiation Team

scholarship monies received within 60 days. In addition, if the teacher leaves the corporation within thirty-six (36) months of receiving the scholarship, then the teacher shall repay the corporation the full amount of the scholarship upon severing employment. The exceptions to this repayment requirement are as follows:

1. The teacher becomes incapacitated and is no longer able to fulfill his/her duties as a teacher.
- g. In the event a teacher receiving a scholarship fails to complete the Master's Degree program and/or withdraws for any reason(except illness), he or she shall be required to pay all monies given pursuant to the scholarship within 60 days.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

A grievance shall be defined as an alleged violation or claimed misinterpretation of a specific article or section of this agreement.

- A. Step 1 / Informal - The grievant must present the grievance to his/her principal by meeting with him/her in an informal manner. Within seven (7) days the principal shall give his/her answer to the grievant in response to the alleged violation or misinterpretation.
- B. Step 2 / Formal Level I - In the event the grievance is not resolved in Step One, the Association may file a formal grievance utilizing Appendix D, Formal Grievance Form, with the building principal, -within thirty (30) calendar days following the incident that causes the grievance. The building principal shall within seven (7) calendar days submit a written response.
- C. Step 3 / Formal Level II - If the grievance is not resolved at this stage, the Association may submit the grievance, in writing, within ten (10) calendar days to the superintendent who shall give the Association a hearing within fifteen (15) calendar days of receipt of the appeal and shall give a decision, in writing, within five (5) calendar days following the hearing.
- D. Step 4 / Formal Level III - If the Association is not satisfied with the decision of the superintendent, said grievance may, within ten (10) calendar days of receipt of the decision, be submitted in writing to the Board who shall hold a hearing within twenty (20) calendar days of receipt of the appeal. The decision of the Board shall be final unless otherwise provided by law.

## APPENDIX A COMPENSATION MODEL

The salary range is \$48,000 to \$67,000.

1. General eligibility for progression on the Salary Schedule is determined using the following criteria:
  - a. Evaluation: Teachers not receiving an evaluation of “Ineffective” or “Needs Improvement” for the prior school year (and anyone else who qualifies for a raise under I.C. 20-28-9-1.5), AND
  - b. Experience: Teachers under contract for at least 120 days during the prior school year (or what a year of service equates according to INPRS) and continue under contract in the current school year.
  - c. Education: In addition to above eligibility requirements, teachers who also earn an additional content area degree that meets the Academic Credit requirements under Article II, Section F of this agreement shall be eligible for an additional increase.
  
2. Progression on the salary schedule is determined using the following factors:
  - a. Fifty percent (50%) of the salary increase is attributable to Evaluation. Evaluation is defined as teachers not receiving an evaluation of “Ineffective” or “Needs Improvement” for the prior school year (and anyone else who qualifies for a raise under I.C. 20-28-9-1.5), and
  - b. Fifty percent (50%) of the salary increase is attributable to Education. Education is defined as teachers meeting the Academic Credit requirements under Article II, Section F of this agreement.
  - c. In the event that a teacher is already compensated above the highest salary in their respective column or no additional rows exist, they shall not have their salary reduced or increased.
  
3. Movement on the salary schedule is determined by:
  - a. Teachers in the Bachelor’s column who meet the Evaluation factor, but do not meet the Education factor shall move down one row in the Bachelor’s column. This is a \$1,000 base increase attributable to the Evaluation factor
  - b. Teachers in the Bachelor’s column who meet the Evaluation factor and the Education factor shall move across to the Master’s column. This is a \$2,000 base increase that is attributable to the Evaluation factor (50% or \$1,000) and attributable to the Education factor (50% or \$1,000).
  - c. Teachers shall only move down a row or across a column; no diagonal movement or movement down and across are permitted
  - d. Teachers who are not eligible for movement on the salary schedule due to not meeting the eligibility criteria shall remain at their current base salary.
  - e. Although the parties have established eligibility criteria that should make a redistribution policy unnecessary, any amount that would have been paid to a teacher receiving an Ineffective or Improvement Necessary rating shall be

distributed equally among all eligible teachers in the form of a stipend that shall be paid within 30 days of the final evaluation determination.

4. Loyalty Base Salary Increase for Academic Needs for 2022-2023 school year.
  - a. A teacher who was employed as a teacher in the Union School Corporation during the 2021-22 school year, has met the general eligibility requirements listed in Appendix A, item 1, and is still employed as a teacher on October 17, 2022, shall receive a base salary increase of up to \$8,000. Teachers who reach the cap, or last column of their prospective educational degree column, will only receive a base salary increase that would result in the maximum total base salary for that prospective column.
5. Although the parties have established eligibility criteria that should make a redistribution policy unnecessary, any amount that would have been paid to a teacher receiving an Ineffective or Improvement Necessary rating will be distributed equally among all eligible teachers in the form of a stipend and shall be distributed within 30 days of the final evaluation determination.
6. Teachers will be eligible to earn a Perfect Attendance Stipend in the amount of \$200, per semester(Fall/Spring), if they satisfactorily meet the following requirements:
  - a. Teacher must be employed in a teaching position for each day of the semester in which attendance is being monitored.
  - b. Teacher may not miss school using a leave day(personal/sick/family illness) or miss due to disciplinary action for the entirety of the semester. This includes both student and faculty required days.
  - c. Bereavement days, and absences due to FMLA leave, jury duty, and job related injury absences that result in a workman's compensation report are excluded.
  - d. Once a semester has completed, each teacher starts with a new opportunity to earn the stipend again.

APPENDIX A-1  
 COMPENSATION MODEL SALARY TABLE  
 2022-2023 New Teachers

Professionalism Level	Bachelor's Degree	Master's Degree
0-1	48,000	50,000
2	49,000	51,000
3	50,000	52,000
4	51,000	53,000
5	52,000	54,000
6	53,000	55,000
7	54,000	56,000
8	55,000	57,000
9	56,000	58,000
10	57,000	59,000
11		60,000
12		61,000
13		62,000
14		63,000
15		64,000
16		65,000
17		66,000
18		67,000

APPENDIX B1  
EXTRA-CURRICULAR SCHEDULE

Schedule B1 includes school clubs and activities that function year-round.

**Schedule B1\***

\*For these academic positions, sponsors/coaches must complete all required duties to receive full payment. If all required duties are not fulfilled then the pay will be one-half for each position.

Academic Coordinator(Includes coaching interdisciplinary squad)	\$750
Academic Coach	\$600
Academic Coach	\$600
Academic Coach	\$600
Academic Coach	\$600
Academic Coach	\$600
Academic Coach	\$600
Art Club	\$500
Pep Band(Must have a minimum 10 members)	\$1250
Marching Band(Must have minimum 15 members)	\$1250
Choral Music	\$375
Class Sponsors	
Seventh	\$500
Seventh(1 7 <sup>th</sup> Must attend class trip)	\$500
Eighth(2 8 <sup>th</sup> Must attend class trip)	\$500
Eighth	\$500
Freshmen	\$500
Freshmen	\$500
Sophomores	\$500
Sophomores	\$500
Juniors	\$1,300
Juniors	\$1,300
Seniors(2 12 <sup>th</sup> Must attend class trip)	\$1,550
Seniors	\$1,550
Seniors	\$1,550
Little Hoosiers	\$375
National Honor Society	\$450



Robotics Club	\$450
Ropin' Rockets	\$1,000
Running Rockets	\$1,000
Elementary Student Council	\$400
Spell Bowl	\$250
Student Council, Jr/Sr H.S. (Joint Sponsor)	\$1000
Student Council, Jr/Sr H.S. (Joint Sponsor)	\$1000
School Publications	\$1,900
World Language Club	\$375
Theater	\$950
(The school will reimburse up to \$250 of expenses for each production.)	

The following to be paid from Grant money:

High Abilities Coordinator	\$550
Book Club	\$500

## APPENDIX B2

### EXTRA CURRICULAR SCHEDULE

Schedule B2 includes sports and school clubs that are seasonal.

#### **Schedule B2\***

\*For these athletic positions a minimum of seventy-five percent of practices/games is required for full pay. To receive one-half pay, fifty to seventy-four percent of practices/games is required.

Archery	
Boys & Girls	\$1,405
Baseball	
Spring	\$2,150
Spring Assistant	\$775
Basketball	
Varsity Boys	\$5,000
Boys Off-Season Camp	\$1,000
Junior varsity Boys	\$2,215
Varsity Girls	\$5,000
Girls Off-Season Camp	\$1,000
Junior Varsity Girls	\$2,215
5th Grade Boys	\$610
5th Grade Girls	\$610
6th Grade Boys	\$610
6th Grade Girls	\$610
7th Grade Boys	\$1,375
7th Grade Girls	\$1,375
8th Grade Boys	\$1,375
8th Grade Girls	\$1,375
9th Grade Boys	\$1,640
9th Grade Girls	\$1,640
Bowling	\$610
Cheerleaders	
High School	\$1000
Junior High	\$515
Elementary	\$275

Cross Country	
Varsity Boys & Girls	\$1,350
Junior High Boys & Girls	\$870
Flag Football Club	
Elementary	\$610
Junior High	\$610
Golf	
Varsity Boys	\$1,405
Varsity Girls	\$1,405
Junior High Boys	\$870
Junior High Girls	\$870
Softball Head Coach	\$2,150
Softball Assistant	\$775
Sports Events Supervisor	
Elementary	\$290
Jr. High	\$650
Sr. High	\$650
Soccer Club Boys & Girls	\$610
Track	
High School Boys	\$2,000
High School Girls	\$2,000
HS Assistant-Throwing	\$500
HS Assistant-Field Events	\$500
Junior High Boys	\$940
Junior High Girls	\$940
Volleyball	
Varsity Girls	\$3,000
Off-Season Camp	\$1,000
Assistant Girls	\$1,120
7th Grade Girls	\$840
8th Grade Girls	\$840
Wrestling	
Elementary	\$610

APPENDIX C  
LEAVE REQUEST FORM  
*Now on KissFlow*

Name \_\_\_\_\_

Today's Date \_\_\_\_\_

Date of Leave \_\_\_\_\_ All day \_\_\_\_\_ A.M. \_\_\_\_\_ P.M. \_\_\_\_\_

Please check reason for leave request:

\_\_\_\_\_ Leave

\_\_\_\_\_ Professional – Identify \_\_\_\_\_

\_\_\_\_\_ Bereavement – List Relationship \_\_\_\_\_

\_\_\_\_\_ Jury Duty

\_\_\_\_\_ Other – Identify \_\_\_\_\_

Arrangements necessary during absence \_\_\_\_\_

Time Substitute needed \_\_\_\_\_

For Professional Leave, please attach flyers, registration forms, and other supporting documents.  
If Reimbursement is requested, attach receipts and indicate amount requested below:

\_\_\_\_\_

It is understood that the teacher shall be responsible for leaving lesson plans, seating charts, special medical needs, etc., for the substitute during this leave. In the event of a requested substitute, it is understood that availability may impact such a request.

\_\_\_\_\_  
Employee Signature date

\_\_\_\_\_  
Principal Signature date

\_\_\_\_\_  
Superintendent Signature date

Superintendent's recommendation in the case of professional leave \_\_\_\_\_

Board of Trustees' Approval (if needed): \_\_\_\_\_ Leave Granted \_\_\_\_\_ Leave Denied

Reason for Denial \_\_\_\_\_

APPENDIX D  
UNION SCHOOL CORPORATION  
FORMAL GRIEVANCE FORM

Please Check When Completed:                      Date Filed \_\_\_\_\_

- \_\_\_\_\_ Original Form – Principal
- \_\_\_\_\_ Copy – Superintendent
- \_\_\_\_\_ Copy – USCTA
- \_\_\_\_\_ Copy – Teacher Involved \_\_\_\_\_
- \_\_\_\_\_ Copy – Teacher Involved \_\_\_\_\_
- \_\_\_\_\_ Copy – Teacher Involved \_\_\_\_\_

*(Attach additional sheets as necessary)*

Date of initial informal meeting with principal \_\_\_\_\_

**Level I**

A. Date alleged violation occurred \_\_\_\_\_

B. Fact giving rise to the grievance \_\_\_\_\_

C. Provision of contract allegedly violated, misinterpreted, or misapplied \_\_\_\_\_

D. Contention of the grievant with respect to the grievance \_\_\_\_\_

E. Relief sought \_\_\_\_\_

\_\_\_\_\_  
Grievant(s) Signature(s)

\_\_\_\_\_  
Date

F. Disposition by Principal \_\_\_\_\_

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Principal Signature \_\_\_\_\_ Date \_\_\_\_\_

G. Position of Grievant(s) / USCTA \_\_\_\_\_

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Grievant(s) Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

**Level II**

A. Date Received by Superintendent \_\_\_\_\_

B. Disposition by Superintendent \_\_\_\_\_

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Superintendent Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievant(s) / USCTA \_\_\_\_\_

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**Level III**

A. Date Submitted to School Board \_\_\_\_\_

B. Disposition by School Board \_\_\_\_\_

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President of Board Signature \_\_\_\_\_ Date \_\_\_\_\_

Secretary of Board Signature \_\_\_\_\_ Date \_\_\_\_\_