

# **MASTER CONTRACT**

*between the*

**BOARD OF SCHOOL TRUSTEES  
OF THE  
SOUTHEAST DUBOIS COUNTY  
SCHOOL CORPORATION**

*and the*

**SOUTHEAST DUBOIS COUNTY CLASSROOM  
TEACHERS ASSOCIATION**

**2023-2024**

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MASTER CONTRACT

BETWEEN THE

BOARD OF SCHOOL TRUSTEES  
OF THE  
SOUTHEAST DUBOIS COUNTY SCHOOL CORPORATION

AND THE

SOUTHEAST DUBOIS COUNTY CLASSROOM  
TEACHERS ASSOCIATION

THIS CONTRACT IS ENTERED INTO BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE SOUTHEAST DUBOIS COUNTY SCHOOL CORPORATION, HEREINAFTER CALLED THE "BOARD", AND THE SOUTHEAST DUBOIS COUNTY CLASSROOM TEACHERS ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality education for the children of the Southeast Dubois County School Corporation is their mutual aim; and

WHEREAS, the Board and its designated representatives have met with representatives of the Association and entered into extended deliberate negotiations concerning wages, salary, and wage-related fringe benefits and have discussed other terms and conditions of employment, it is hereby agreed:

**ARTICLE I**

**RECOGNITION**

A. The Board hereby recognizes the Southeast Dubois County Classroom Teachers Association as the Exclusive Representative of all Teachers in the School Corporation.

B. The term "Teacher(s)" when used in this Contract shall refer to all certificated personnel employed by the Board except:

Superintendent and Assistant Superintendent;  
Administrative Assistants and Instruction Coordinators including Media  
Director and Reading Specialist;  
Coordinators of Federal programs;  
Principals, Assistant Principals and Athletic Director;  
Employees having district-wide supervisory responsibility for directing other  
school employees or serving in a district-wide supervisory capacity;  
Confidential employees as defined in Public Law 217;  
Employees performing security work as defined in Public Law 217;  
Employees holding positions not requiring certification;  
Varsity Boys Basketball Coach;  
Varsity Girls Basketball Coach;  
Varsity Baseball Coach;  
Varsity Football Coach.

**ARTICLE II**

**DEFINITIONS**

As used in this Contract:

1. "Board" or "School Employer" means the Board of School Trustees of the Southeast Dubois County School Corporation and any person(s) authorized to act for said body in dealing with its employees.
2. "School Corporation" means the Southeast Dubois County School Corporation, County of Dubois, State of Indiana.
3. "Certificated School Employees" and "Teacher(s)" mean the certificated personnel employed by the School Employer in the bargaining unit as defined in ARTICLE I of this Contract.
4. "Association" and "Exclusive Representative" means the school employee organization which has been certified or recognized as the Exclusive Representative of said Certificated School

Employees in dealing with the School Employer and includes any person(s) authorized to act on behalf of said Exclusive Representative.

5. The masculine gender shall include the feminine wherever required by the context in which a specific provision of this Contract is applied.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

This Grievance Procedure, herein referred to as "Procedure", stipulates the conditions under and the procedures by which grievances alleged by certain Certificated School Employees as defined in this Contract shall be processed. Such grievances shall be submitted to the following grievance procedures.

##### **A. DEFINITIONS.**

1. A "Grievance" is a claim by one (1) or more Teachers of violation of a specific Article or section of this written Contract, except where such Article or section is exempt from this procedure.

2. The term "Superintendent" means the chief administrative officer of the School Corporation, or any person(s) designated by him to act on his behalf in dealing with Certificated School Employees.

3. The term "Teacher" includes any individual or group of individuals within the bargaining unit.

4. The term "day" when used in this ARTICLE shall be school teaching days. During the summer recess, the term shall mean weekdays.

5. The term "Association Representative" when used in this ARTICLE shall mean a member of the Southeast Dubois County Classroom Teachers Association.

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 this Contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

C. This grievance procedure shall not be used to appeal Teacher dismissal.

##### **D. PROCEDURE.**

1. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representatives of each party.

## 2. LEVEL ONE.

A Teacher with a grievance may initiate this procedure in the following way:

- a. He may approach the immediate supervisor concerned and discuss the matter on his own behalf.
- b. After said discussion, should no satisfactory resolution of the grievance be arrived at, he shall then take the grievance before the Association Grievance Committee, which shall evaluate the grievance, and make recommendations to the grievant concerning the disposition of the grievance. The Association shall have the right to make the ultimate determination of the final disposition of said grievance.
- c. In the event that steps "a." and "b." above are unsuccessful the grievant through the Association may file a formal grievance in writing on the form shown in APPENDIX A. This form shall be filed in quadruplicate with one (1) copy to the Association, one (1) to the grievant, one (1) to the immediate supervisor, and one (1) to the Superintendent. A formal grievance shall be filed as soon as possible but in no event longer than twenty (20) days after disclosure of the facts giving rise to the grievance.
- d. Within five (5) 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, and an answer to the grievance shall be given to the grievant in writing within seven (7) days, from said meeting, but if no answer is given within said seven (7) days, the grievant through the Association may proceed to Level Two.

## 3. LEVEL TWO.

If the grievance is not settled at Level One, it may be appealed to the Superintendent stating the grounds for the appeal. A meeting with the Superintendent shall be held within ten (10) days and the Superintendent shall indicate his disposition to the grievance in writing within ten (10) days from said hearing.

## 4. LEVEL THREE

Within ten (10) working days after receiving the decision of the Superintendent or within ten (10) days of the date on which the Superintendent was required to render a decision, whichever occurs first, the grievance may be submitted to advisory arbitration. The grievant, through the Association, shall notify the School Board in writing, of his intention to submit the matter to advisory arbitration within this ten (10) day period.

- a. Within fifteen (15) days thereafter, the Board and the Association shall each select a representative to serve on the Advisory Arbitration Panel, with one (1) of the two (2) permanent Advisory Arbitration Panel Chairpersons named in this Procedure. This Panel of three (3) shall render an advisory opinion within thirty (30) days of the date on which the record is closed in the proceedings. The advisory opinion of the Panel shall be in writing, signed by the Chairperson of the Advisory Arbitration Panel, with copies to the Board and to the Association and the grievant.

### b. SELECTION OF THE ADVISORY PANEL CHAIRPERSONS.

The parties shall initiate selection of Advisory Arbitration Panel Chairpersons by exchanging lists of names of potential arbitrators by an agreed-upon date. Following such exchange of names, the parties' representatives shall meet to attempt to decide upon a permanent arbitrator(s) to be named in this grievance

procedure for the term of this Contract. In the event that the parties cannot agree upon a person(s) from the lists, a neutral party shall be requested to provide an additional one (1) or two (2) names of potential Advisory Arbitration Panel Chairpersons depending upon the necessary number to insure a list totaling an appropriate number which would permit an equal number of strikes by each party to arrive at the necessary one (1) or two (2) persons for service as Chairperson of the Advisory Arbitration Panel. The parties shall select by alternately striking names from the list. The party who shall strike the first name shall be determined by a coin flip. The last one (1) or two (2) name(s) remaining on the list, whichever is appropriate, after the parties have each struck an equal number of names, shall be permanent Chairpersons of the Advisory Arbitration Panel. It is understood by the parties that only one (1) of the two (2) persons named as said Chairperson shall in fact act in the capacity in processing a given grievance and it is not the intent of the parties that Co-Chairpersons, a team approach or other manner of deployment of two (2) such Chairpersons be employed in this procedure. Nor is it contemplated that the persons named herein as Chairpersons of the Advisory Arbitration panel be alternated or used in some "pattern" necessarily. It is contemplated by the parties hereto that the decision as to who shall sit as Chairperson in a given grievance situation will be determined by availability, workload and other pragmatic factors bearing upon the parties' desires to expedite receipt of the Panel's opinion and Board Decision on the matter.

If the selected Chairperson(s) is/are unable to serve, either: (1) a new list shall be provided by each party and the process of selection repeated, or (2) the Board and the grievant may mutually agree to number the names of the suggested Chairpersons of the Advisory Arbitration Panel in reverse order of their being struck, and appoint the first available preference(s) as the selected Chairperson(s) for the term of the Contract.

c. It is understood by the parties that only one (1) Chairperson shall be involved in a given grievance proceeding at any one (1) time. In the event that one or both Chairpersons are unable to continue in the position, the parties shall meet at a mutually agreeable time to select successors to complete the term of the Contract in the position of Chairperson(s) of the Advisory Arbitration Panel.

d. In making its advisory opinion, the Advisory Arbitration Panel may consider only the subject of the written grievance, the facts elicited by the Panel through testimony or signed affidavit and/or the transcript, if any, of the committee meeting held in Level Two.

e. The Advisory Arbitration Panel shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Contract in reaching its opinion on whether or not the Board has violated the express Article or section of this Contract named in the written grievance.

f. The fees and expense of the Chairperson of the Advisory Arbitration Panel shall be shared equally by the Board and the grievant. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

## 5. LEVEL FOUR.

a. The Board shall consider and render its decision on the written grievance not later than thirty (30) days following receipt of the opinion of the Advisory Arbitration Panel.

b. In rendering its decision, the School Board may consider the evidence examined by the Advisory Arbitration Panel, the opinion of the Advisory Arbitration Panel, and further evidence which may be placed before it.

The Board may implement the opinion of the Advisory Arbitration Panel in whole or in part, or may reject or accept the same. In considering its decision, the Board may meet with the Association and administration representatives to discuss possible alternatives, so long as the alternatives are not inconsistent with the terms of this Contract.

c. The decision of the Board shall be final and binding on the Association, its members, the Teacher or Teachers involved, and upon the Board.

#### 6. OTHER PROVISIONS RELATING TO THE GRIEVANCE PROCEDURE.

a. There shall be no additional evidence, material allegation, or remedy submitted by the grievant or his representative during the grievance process, once a formal grievance has been filed at Formal Level One.

b. No reprisal of any kind may be taken by or against any participant in the grievance procedure by reason of such participation.

c. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant and are not valid basis for evaluations or consideration of awarding any professional advantage to such Teacher.

d. Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held during non-teaching hours unless otherwise directed by the Board.

e. No Permanent or Semi-permanent or Non-permanent employee shall use this Procedure to dispute any action by the Board which is applicable to Public Law 110.

f. No Certificated School Employee shall use this procedure to appeal any decision by the Board or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.

7. If needed, the Chairperson of The American Advisory Arbitration Panel shall be contacted by either party.

### **ARTICLE IV** **LEAVES**

#### A. SICK LEAVE.

Each Teacher employed under Contract shall be entitled to be absent on account of illness or quarantine for a total of sixteen (16) days a year without loss of compensation. Sick leave may be used for doctor and dentist appointments by and for the Teacher under Contract. If in any one school year, the Teacher shall be absent for such illness or quarantine fewer than the prescribed number of days allotted annually the remaining days shall be accumulative to a maximum of one hundred fifty (150) days.

After an employee has missed five (5) consecutive days, due to illness, a doctor's statement shall be furnished, if requested by the Superintendent, stating the nature of the illness.

B. If any Teacher has accumulated one (1) or more days of sick leave in another School Corporation, and then is employed in the Southeast Dubois County School Corporation, then these accumulated sick leave days shall be added to the Teacher's accumulated sick leave days at the rate of three (3) days per year, until the



number of accumulated days to which the Teacher was entitled in the previous place of employment has been totally transferred.

C. Teachers shall be entitled to use one-half (½) day sick leave, one-half (½) day personal leave and/or one-half (½) day professional leave to be deducted as one-half (½) day only. One-half (½) day shall be one-half (½) of the time that a Teacher is present on a teaching day in his or her respective building. One-half (½) days must either begin at the beginning of the day or end at the end of the day. One-half (1/2) day is defined as 11:30 a.m. until or unless the start or finish times of the school day changes.

#### B. BEREAVEMENT LEAVE.

In case of death of a household member of a teacher employed under Contract, the Teacher is entitled to be absent without loss of compensation for a period extending up to seven (7) consecutive calendar days, two (2) of which may be used within the school year to attend to legal matters associated with said death, beyond such death, for the purpose of attending the funeral or memorial service and attending to other personal matters of the immediate family. These days shall not detract from accumulated sick leave or days of personal business.

In the case of a death of a father, mother, step-parent, brother, sister, husband, wife, child, stepchild, father in law, mother in law not living in the Teacher's household at the time of death, the Teacher is entitled to be absent without loss of compensation for a period extending up to five (5) consecutive calendar days, two (2) of which may be used within the school year to attend to legal matters associated with said death, beyond such death for the purpose of attending the funeral or memorial service and attending to other personal matters of the family. These days shall not detract from other bereavement leave, sick leave, or personal business leave.

In the case of a death of a grandchild not living in the Teacher's household at the time of death, the Teacher is entitled to be absent without loss of compensation for a period extending up to four (4) (not necessarily consecutive) days.

In the case of death of a grandparent, grandparent of the Teacher's spouse, sister in law, brother in law, if these relatives are not living in the household of the Teacher, the Teacher is entitled to be absent without loss of compensation for a period extending up to two (2) consecutive calendar days beyond such death for the purpose of attending the funeral or memorial service and attending to other personal matters of the family. These days shall not detract from other bereavement leave, sick leave, or personal business leave.

In the case of death of an aunt or uncle, niece or nephew, of the Teacher or of the Teacher's spouse, if these relatives are not living in the household of the Teacher, the Teacher is entitled to be absent without loss of compensation for a period of one (1) calendar day provided the Teacher attends the funeral or memorial service.

All bereavement categories receive (1) extra day if services are two (200) or more miles away. These days shall not detract from other bereavement leave, sick leave, or personal business.

If a teacher is an executor of an estate and can produce documentation to that effect, the teacher can have one (1) legal day for estate work. The day must be used within the first year of the date of the death.

Teacher Death - In the case of the death of a Teacher, other Teachers teaching in the same building where the deceased taught, shall be entitled to be absent without loss of compensation for up to one (1) school day in order to attend the funeral.

#### C. PERSONAL BUSINESS LEAVE.

Each Teacher shall be entitled to three (3) days of absence per school year without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs. If in any one (1) school year the Teacher shall be absent for reasons covered in this provision for fewer than three (3) days said Teacher may accumulate up to three (3) days as personal business leave, with any additional unused days beyond the three (3) days being transferred to the Teacher's accumulated sick leave. It is understood that only three (3) may be accumulated as personal business leave under this provision. Only five (5) personal days can be used consecutively.

Approval for annual personal business leave shall be received (per approval in the absence management system) from the Superintendent in advance of the day or days requested, if at all possible. Two (2) days advance notice shall be given to the Superintendent (per submission in the absence management system) prior to use of any days over and above the three (3) days.

#### D. LEGAL LEAVE.

When subpoenaed or summoned, a Teacher may serve on jury duty or act as a witness in a court of law. The Teacher shall be paid full regular salary during the required period of absence from assigned duties by the School Employer, provided that the total amount of per diem allowance or total witness fees earned by such Teacher is remitted to the School Corporation business office.

#### E. MILITARY SERVICE

Leave of absence for military service including two weeks for Reserves or National Guard or similar Armed Forces requirements shall be requested in writing to the Board. Federal and State Statutes shall be followed.

#### F. PROFESSIONAL LEAVE

Teachers may be granted up to two (2) days with pay for the purpose of attending and/or participating in professional meetings such as: workshops, clinics, seminars, or visiting other schools or countries or attending meetings or conferences of an educational nature. Professional leave days may be granted at the discretion of the Superintendent and Board, with pay to the Teacher on a regularly contracted daily salary and those expenses approved by the Superintendent and Board.

#### G. MATERNITY LEAVE.

1. A Teacher who is pregnant shall be granted a leave of absence and may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:

a. Any Teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if she notifies the Superintendent at least

thirty (30) days before the date on which she wishes to start her leave. She shall notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the Teacher shall be granted a leave as otherwise provided in this section, immediately on her request and the certification of the emergency from an attending physician.

b. All or part of a leave taken by a Teacher because of a temporary disability caused by pregnancy may be charged at her discretion, to her available sick days; however, the Teacher is not entitled to take accumulated sick leave days when the Teacher's physician certifies that the Teacher is capable of performing the Teacher's regular duties. The Teacher is entitled to complete the remaining leave without pay.

2. Except where a contract is not required under IC 20-28-10-5, in any situation occurring before or after the commencement of leave, the Teacher and the School Corporation shall execute a regular Teacher's Contract for each school year in which any part of the Teacher's leave is granted, and the Teacher shall have the right to return to a teaching position for which the Teacher is certified or otherwise qualified in accordance with the rules of the Commission on General Education.

3. Rights existing at the time leave commences, which arise from a Teacher's:

- a. status as an established Teacher;
- b. accumulation of successive years of service;
- c. service performed under a Teacher's Contract pursuant to IC 20-28-10-5; or
- d. status or rights negotiated under IC 20-7.5 shall remain intact.

4. During an FMLA leave that extends beyond twelve (12) weeks in a year, the Teacher may maintain coverage in any group insurance program by paying the total premium including the School Corporation's share, if any, attributable to the leave period.

5. During leave extending into a part of a school year, a Teacher shall accumulate sick leave in accordance with the provisions of the Master Contract in effect in the Southeast Dubois County School Corporation in the same proportion which the number of days the Teacher is paid during such year of work or leave bears to the total number of days for which Teachers are paid in the School Corporation.

6. During leave of a probationary Teacher the period of successive years of service under a Teacher's contract which is a condition precedent to becoming an **established** Teacher under **IC 20-28-10-5** shall be uninterrupted for that Teacher; however, this probationary period shall not include an entire school year spent on leave.

#### H. SUMMER SCHOOL.

Teachers on summer employment shall be eligible to use two (2) summer school teaching days for sick leave and this shall not accumulate.

#### I. ILLNESS IN THE FAMILY.

Teachers shall be allowed up to two (2) days leave per year with pay, accumulative to seven (7), for illness, surgery or accident involving a member of the Teacher's immediate family. The term "immediate family" shall be

construed to mean only spouse, children, stepchildren or parent of the Teacher. This leave shall not be used for routine medical appointments (check ups).

Upon using all days allowable under this provision a Teacher may use sick leave days, from their current year allotment [sixteen (16) days], for Illness in the Family Leave.

#### J. EMERGENCY LEAVE.

Five (5) hourly leaves shall be granted per Teacher per year without loss in pay, which shall not be accumulative, and under the following conditions:

1. Said hourly leave is to be used only on a single hour basis on any day and may not be divided into periods of less than one (1) hour. The leave must be approved by the Principal in advance if at all possible.
2. Said leave is to be used only for personal emergencies and necessities when the required time cannot be scheduled outside of the regular school day, for which reason shall be stated in writing to the Principal at the time of the request.
3. The Teacher requesting such hourly leave shall make arrangements with another Teacher or Teacher's aide who is duty-free to cover said Teacher's assigned duty during such hourly leaves. The selection of said Teacher or Teacher's aide shall be subject to the prior approval of the Principal.

#### K. SICK LEAVE BANK.

The School Employer will establish a sick leave bank for all Certificated Employees.

1. The number of Certificated Full-Time Employees wishing to contribute one (1) day of sick leave to the bank at the start of the school year will determine the number of days in the bank. If the sick bank has a balance of less than ninety (90) days, all participating teachers will donate one sick day to the bank in addition to the days they donated when joining the sick bank.
2. A Certificated Employee may be granted days from the sick leave bank under these conditions:
  - a. The Certificated Employee must have contributed one (1) day sick leave during the current school year to the bank by signing a form to be given to the Corporation Treasurer within ten (10) days of the beginning of school or have given two (2) days in previous years and not used any.
  - b. The Certificated Employee must have exhausted his own accumulated sick leave.
  - c. The Certificated Employee must have a doctor's certification that such a request is necessary.
  - d. The Certificated Employee should submit the request in advance of the expiration of his own accumulated, if at all possible.
  - e. Unless a Certificated Employee joins within the specified time, he is ineligible until the next school year.

3. A committee shall be established to consider applications for use of sick leave bank days. This committee shall consist of three (3) members appointed by the Association and three (3) appointed by the School Board and/or administration. The final decision concerning any allowance from the sick leave bank shall rest with the committee. A majority vote of the committee is required before affirmative action can be taken.

To maintain eligibility into the sick bank, a certificated employee must contribute two (2) sick days to the bank in the following school year when days are allotted.

4. A maximum allowance of sixty (60) days per certificated employee can be requested annually from the sick bank. The sixty (60) days have to be requested in thirty-day (30) increments. If the certificated employee is unable to return after thirty (30) days, a new request with physician documentation must be submitted to be granted another thirty (30) days.

5. The Association will be notified of the decision of the Committee when requests are made.

6. Days remaining at the end of the year shall remain in the bank.

#### L. PATERNITY LEAVE.

When a child is born to the wife of a male Teacher, he shall be allowed to use two (2) days of accumulated sick leave for paternity leave.

#### M. LEAVE BONUS.

In the event that a Teacher uses neither sick leave nor personal business leave days during the course of a school year, a deposit of \$600 will be placed in the Teacher's 401(a) Plan. If a teacher misses no more than a total of 2 days of sick or personal leave, a deposit of \$450 will be placed in the Teacher's 401(a) Plan. This account shall be vested at Twenty Percent (20%) per year of service with the School Corporation.

#### N. ASSOCIATION LEAVE.

Upon written request to the Superintendent by the Association President, four (4) days with pay per school year shall be granted to the Association President and/or designee for Local Association business.

#### O. INJURY LEAVE.

Absence from school due to injury incurred on the job will not be counted against the Teacher's sick leave. This is limited to fifteen (15) days.

#### P. ADOPTIVE LEAVE

When a male Teacher becomes the parent of an adopted child, the Teacher is entitled to use two (2) days of accumulated sick leave for parental leave. In the case of a female teacher, if this Teacher has sufficient sick days accumulated, she may take the full six (6) weeks off, charging thirty (30) of these days to her accumulated sick leave days.

**ARTICLE V**  
**FRINGE BENEFITS**

**A. MEDICAL HEALTH INSURANCE.**

The Board shall provide the Teacher a health insurance plan for a twelve (12) month period, which provides full-service individual and/or family type medical and hospitalization, which includes surgical and major medical provisions.

The Board shall pay according to the following schedule:

<b>2023-2024</b>	<b>Board Contribution</b>	<b>Board Contribution to HSA (Health Savings Account)</b>
<b>Single Plan</b>	<b>\$6,780.00</b>	<b>\$500</b>
<b>Member/Child</b>	<b>\$8,220.00</b>	<b>\$500</b>
<b>Member/Spouse</b>	<b>\$8,460.00</b>	<b>\$500</b>
<b>Member/Family</b>	<b>\$9,360.00</b>	<b>\$500</b>

*Note: It is understood and agreed to by both parties that if the Board contribution exceeds the premium, the Teacher will be responsible for a One Dollar (\$1.00) annual contribution to be deducted as any other past insurance deductions with no credit to be allowed to the Teacher for Board contribution in excess of premium.*

The Medical Health Insurance Specifications shall be found in the Summary Plan Description.

**B. LIFE INSURANCE**

The Board shall provide for Teachers a One Hundred Thousand Dollar (\$100,000.00) term life insurance and long-term disability plan for a twelve (12) month period. The Board shall pay all premiums except One Dollar (\$1.00), which shall be paid by the Teacher. *[Note: Premium on coverage above Fifty Thousand Dollars (\$50,000.00) is taxable income.]*

**C. LONG TERM DISABILITY**

The parties recognize and agree that the Teachers and Administrators shall have the same Long Term Disability (LTD) Insurance Coverage. This coverage shall be provided for Teachers of the School Corporation by the School Employer.

**D. DENTAL INSURANCE.**

Each Teacher and his immediate family members will have access to a Dental Plan. The Board shall pay the full premium for each Teacher's plan.

#### E. VISION INSURANCE

Each Teacher and his immediate family members shall have access to a Vision Plan. The Board shall pay up to the full premium for each Teacher's plan.

#### F. INSURANCE REFUNDS

When refunds by insurance companies are made on Teacher related policies, such refunds shall be returned to the Teachers and School Corporation who paid the premiums on a pro rata basis. The Board shall notify the Association when such refunds are forthcoming.

#### G. MILITARY EXPERIENCE.

Full credit for military service, not to exceed four (4) years, will be allowed to all veterans who took the oath of allegiance, served in either combat or non-combat units, and were honorably discharged. A year shall be defined as at least eight (8) months of service taking place between the dates of August 1<sup>st</sup> and July 31<sup>st</sup>. In no case shall a Teacher receive more than the number of years he would have received as a Teacher had his career not been delayed or interrupted.

#### H. RETIREE HEALTH.

##### BUY-OUT OF RETIREE HEALTH COVERAGE.

1. ELIGIBILITY. This section applies only to Teachers employed or on an approved leave for the 2003-2004 school year who did not retire on or before the end of that school year. Individuals who retired prior to or at the end of the 2002-2003 school year will receive any benefits due to them under the Master Contract in effect at the time of their retirement.

a. The account will be available for qualified medical expenses at retirement after attaining the age of fifty (50) and completing at least ten (10) years of service with the School Corporation. If a Teacher retires, or otherwise terminates employment before satisfaction of these requirements, the Teacher's VEBA account shall be forfeited. Any forfeiture shall be used to reduce future School Corporation contributions to the VEBA. A Teacher's account shall also be vested and eligible for qualified medical expenses upon the Teacher's death while employed by the School Corporation.

#### I. BRIDGE TO SOCIAL SECURITY BENEFIT.

When a teacher chooses to retire from the Southeast Dubois County School Corporation and apply for benefits through the Indiana State Teachers Retirement Fund (ISTRF) the Southeast Dubois County School Corporation shall include with the portion of the Teacher's application form that it is responsible for completing, a complete description of the current retirement benefits for said Teacher including but not limited to any severance benefit, Bridge to Social Security benefit, and all contributions to a 401(a) Plan for said Teacher.

## 1. 401a Buyout

ELIGIBILITY. This section applies only to Teachers employed or on an approved leave for the 2003-2004 school year who did not retire on or before the end of that school year. Individuals who retired prior to or at the end of the 2003-2004 school year will receive any benefits due to them under the Master Contract in effect at the time of their retirement.

a. The 401 (a) account for each Teacher will vest at the completion of ten (10) years of service with the School Corporation and attainment of age fifty (50). If a Teacher retires, or otherwise terminates employment before satisfaction of the vesting requirement, the Teacher's 401(a) Plan account shall be forfeited. Forfeitures shall be used to reduce the School Corporation contributes to the 401(a) Plan.

b. Upon the demise of any Teacher who at the time of death is working at the School Corporation, is at least age fifty (50), and has at least ten (10) years of service with the School Corporation, the Teacher's 401 (a) account shall be paid to the teacher's designated beneficiary in the 401(a) Plan.

## **ARTICLE VI**

### **SUPPLEMENTAL RETIREMENT PROGRAM**

#### **A. VEBA ACCOUNT.**

1. The School Corporation agrees to contribute One Percent (1%) of the Teacher's step base salary for that school year to an individual account in a VEBA for each eligible Teacher.

2. The VEBA account will be vested at Twenty Percent (20%) per year of service with the School Corporation. The vested account may be used upon retirement or termination of employment for premiums on medical, dental or vision coverage, as well as other qualified medical expenses under Section 213 of the Internal Revenue Code. If a Teacher retires, dies, or otherwise terminates employment before satisfaction of the vesting requirements, the Teacher's VEBA plan account shall be forfeited. The forfeited amounts shall be used to reduce future School Corporation contributions.

#### **B. 401(a) SUPPLEMENTAL RETIREMENT PLAN.**

1. The School Corporation agrees to contribute (1%) percent of the Teacher's step base salary for that school year to an individual account in a 401(a) Plan:

2. The 401(a) Plan account will be vested at Twenty Percent (20%) per year of service with the School Corporation. If a Teacher retires, dies, or otherwise terminates employment before satisfaction of the vesting requirements, the Teacher's 401(a) Plan account under shall be forfeited. The forfeited amounts shall be used to reduce future School Corporation contributions.

#### **C. RETIREE MEDICAL INSURANCE.**

A Teacher who has taught a minimum of ten (10) years in the School Corporation and who is age fifty (50) or older during said Teacher's retirement year is eligible to remain in the School Corporation's health, dental



and vision programs until eligible for Medicare. The Teacher is responsible for One Hundred Percent (100%) of the premium costs .

D. SPOUSE MEDICAL INSURANCE. When any retired Teacher has reached Medicare eligibility, or upon the demise of any Teacher who has retired or has submitted a retirement letter to the administration, the spouse of the Retiree shall remain eligible to participate in the School's insurance plans at the expense of the spouse until the earliest of the following:

1. When the spouse becomes eligible for Medicare coverage as prescribed by 42U.S.C. 1395 et. seq.;
2. When the spouse becomes eligible for other Medical coverage through an employer sponsored plan;
3. When the Employer terminates the health insurance program;
4. The date of the spouse's remarriage;
5. Ten (10) years.

#### E. RETIREMENT PAY BENEFIT

A Teacher shall notify the office of the Superintendent of their intent to retire no later than January 1<sup>st</sup> in the year of retirement unless health is a determinant.

#### F. ANNUAL BUY-OUT OF FUTURE LEAVE

a. Each school year, the School Corporation will calculate the present value of Seventy Dollars (\$70.00) per day for each day of sick leave over one hundred fifty (150) accumulated by the Teacher during that school year, using an assumed retirement age of sixty (60) and a discount rate of Four Percent (4%) for the first three (3) years from June 30, 2004, then Seven and One-Half Percent (7 1/2%) thereafter, and Four Percent (4%) post assumed retirement age with a Seven and Sixty-Five Hundredths Percent (7.65%) discount for FICA.

b. The present value amount will be deposited in a 401(a) account for the eligible Teacher.

c. This 401 (a) account for each Teacher will vest at completion of ten (10) years of service with the School Corporation and attainment of age fifty (50). If a Teacher retires, or otherwise terminates employment before satisfaction of the vesting requirements, the Teacher's 401(a) plan account shall be forfeited. Any forfeitures shall be used to reduce the School Corporation contributions to the 401(a).

d. Upon the demise of any Teacher who at the time of death is at least fifty (50) and has at least ten (10) years of service with the School Corporation, the Teacher's 401(a) account shall be paid directly in a lump sum to the Teacher's designated beneficiary or beneficiaries.

#### G. BUY-OUT OF REMAINING LEAVE AT RETIREMENT

a. If a teacher who has completed at least ten (10) years of service with the School Corporation and attained at least fifty (50) retires or otherwise terminates employment, the School Corporation will calculate the present value of Seventy Dollars (\$70.00) per day for each day of sick leave remaining to the credit of that Teacher at the time of retirement or termination, using an assumed retirement age of sixty (60) and a discount rate of Four Percent (4%) for the first three (3) years from June 30, 2004, then Seven

and One-Half Percent (7 1/2%) thereafter, and Four Percent (4%) post assumed retirement age with a Seven and Sixty-Five Hundredths Percent (7.65%) discount for FICA.

b. The present value amount will be deposited in a 401 (a) account for the eligible Teacher. This account will be One Hundred Percent (100%) vested. A deposit will be made by June 30<sup>th</sup> of the year of retirement.

c. In addition, ten (\$10) dollars per remaining sick leave day will also be paid to the Teacher as salary by June 30<sup>th</sup> of the year of retirement.

## **ARTICLE VII** **DEDUCTIONS**

### A. DEDUCTIONS.

Upon written authorization from the Teacher, the Board shall deduct from the salary of that Teacher and make appropriate remittance for annuities, credit union, or health, disability, cancer, accident, or life insurance provided that at least fifteen percent (15%) of the Teachers covered under this Contract request the deduction.

### B. 403(b) DEDUCTIONS.

The Board and Teachers shall mutually agree upon the providers, not to exceed six (6) vendors, for the 403(b) Plan.

## **ARTICLE VIII** **COMPENSATION AND EXPENSES**

A. A Teacher who is not provided with a car and who is authorized to use his own automobile in pursuance of assigned school duties shall be reimbursed at the rate agreed to in the Extra-Curricular Schedule (see APPENDIX B).

B. All Teachers shall be paid as designated on the supplemental calendar, but if the Teacher so wishes and requests it in writing, he may be paid in one lump sum the remainder due **the teacher** after the last day of the school year.

C. When a payment date occurs on a federal holiday, payment shall be made on the day immediately preceding said federal holiday. Any payroll Friday that falls on January 1 shall be paid the following business day.

D. **Teachers shall receive 26 pays.** In years when there are twenty-seven (27) paydays (Fridays) the final five (5) pays of the school year shall be delayed one (1) work day per pay period.

E. Any teacher obtaining a proper bus license and substitutes on Corporation routes a minimum of 20 times during the school year, will receive a \$500 deposit into the employee's 401(a) account. If the teacher

chooses to drive a complete route in the morning or afternoon, \$1,000 will be deposited in the employee's 401(a). In addition to the 401(a) deposit, teachers will also be compensated for all routes driven.

#### **F. PART-TIME CERTIFICATED EMPLOYEES;**

Certificated part-time employees, not including temporary employees, on a Fifty Percent (50%) or more Contract will be granted all fringe benefits on a pro-rata basis (100% of Life Insurance).

Certificated temporary contract Teachers, under Contract for a minimum of ninety (90) consecutive contract days will receive all the benefits as spelled out in the Contract on a pro-rata basis.

The Southeast Dubois School Corporation will reimburse for the cost of a teacher to have expanded criminal history and/or expanded child protection index checks that are required per **Indiana Code 20-26-5-10**. The School Corporation will reimburse new hires for expanded criminal history checks.

#### **G. COMPENSATION MODEL**

##### **SALARY RANGE**

The salary range for the 2023-2024 school year is \$41,700 to \$72,187. This range does not include the 3% ISTRF contribution. In addition to the base salary, the Board shall also pay the Indiana State Teacher's Retirement Fund (TRF) an additional Three Percent (3%) of each Teacher's salary as that Teacher's contribution to the (TRF).

##### **GENERAL ELIGIBILITY**

1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at the prior year salary.
2. A teacher who is in the first two full years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase. **IC 20-28-9-1.**

#### **FACTORS AND DEFINITIONS**

##### **2023-2024**

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year will receive \$3,000
2. Years of Experience \$500

##### **REDISTRIBUTION**

Any money earmarked for teachers rated ineffective or needs improvement will be equally distributed among all teachers rated effective or highly effective as a stipend.

**NEW HIRES**

The base pay for new hires will be \$44,700 for the 2023-2024 year and the maximum limit will be \$61,000. Within these limits, the Superintendent, Treasurer, and the Association President and/or UniServ Director, will create the level in fairness to those already at the same level who were working for the school corporation prior.

**ARTICLE IX**  
**EFFECT OF AGREEMENT**

A. Should any article, section, or clause of this collective bargaining agreement be declared illegal by an **Indiana Appellate** court of jurisdiction, the article, section or clause, as the case may be, shall be automatically deleted from this collective bargaining agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect.

**ARTICLE X**  
**TERM OF AGREEMENT**

This Contract shall be in effect until June 30, 2024, except for anything by mutual agreement.

This Contract is made and entered into at Ferdinand, Indiana on this 9th day of August 2023, by and between the Board of School Trustees of the Southeast Dubois County School Corporation and Southeast Dubois Classroom Teachers Association.

The Undersigned attest to the following: 1. A public meeting was held in compliance with I.C. 20-29-6-1 on September 6, 2023 and electronic participation from the parties and/or public was permitted. 2. A public meeting in compliance with I.C. 20-29-6-19 was held on October 4, 2023 to discuss the tentative agreement and electronic participation from the governing body and/or public was permitted.

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

BOARD OF SCHOOL TRUSTEES  
OF THE SOUTHEAST DUBOIS  
COUNTY SCHOOL CORPORATION  
*Ratified by the Board on November 1, 2023*

SOUTHEAST DUBOIS COUNTY  
CLASSROOM TEACHERS  
ASSOCIATION  
*Ratified by the Board on November 1, 2023*

\_\_\_\_\_  
President

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Co-President

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

\_\_\_\_\_  
UniServ Director



If additional space is needed in any section, attach an additional sheet

## APPENDIX B

### EXTRA PAY FOR EXTRA RESPONSIBILITIES

*All additional responsibilities that are split between two people must be approved by the building principal and submitted prior to the Superintendent/Business Manager prior to the start of the season/event.*

Note: number next to item is for information only, not bargained.	2023-2024
<b>Basketball</b>	
Junior Varsity Head Boys Coach	\$4958
Junior Varsity Head Girls Coach	\$4958
Varsity Assistant Boys Coach	\$2951
Varsity Assistant Girls Coach	\$2951
Freshman Boys Coach – for five game minimum	\$3437
Freshman Boys Coach – if no freshman team is available or less than 5 games played	\$2268
Freshman Girls Coach – for five game minimum	\$3437
Freshman Girls Coach – if no freshman team is available or less than 5 games played	\$2268
8 <sup>th</sup> Grade Boys Coach	\$2062
8 <sup>th</sup> Grade Girls Coach	\$2062
7 <sup>th</sup> Grade Boys Coach	\$2062
7 <sup>th</sup> Grade Girls Coach	\$2062
6 <sup>th</sup> Grade Boys Coach (2)	\$1570
5 <sup>th</sup> Grade Boys Coach (2)	\$1570
6 <sup>th</sup> Grade Girls Coach (2)	\$1570
5 <sup>th</sup> Grade Girls Coach (2)	\$1570
<b>Wrestling</b>	
Head Coach	\$4463
Assistant Coach (Only paid when 12 wrestlers participate.)	\$2748
Junior High Coach	\$1374
<b>Volleyball</b>	
Head Coach	\$5250
Assistant Coach	\$2679
Freshman Coach	\$2153
8 <sup>th</sup> Grade Coach	\$1376
7 <sup>th</sup> Grade Coach	\$1376
<b>Track</b>	
*Boys Coach (1 Person coaching both Boys' and Girl's will receive	\$4812
*Girls Coach 1 full-time stipend and 0.5 of the second stipend)	\$4812
Assistant Boys Coach	\$2403
Assistant Girls Coach	\$2403
Junior High Boys Coach	\$1376
Junior High Girls Coach	\$1376
<b>Cross Country</b>	
Varsity Head Boys and Girls Coach	\$2730

Varsity Assistant (1) (will be paid only if <b>16</b> or more girls or boys are running)	\$1050
Jr. High Boys and Girls Coach	\$1134
Jr. High Assistant Boys and Girls Coach (paid when 20+, grade 6-7-8 students participate)	\$630
<b>Tennis</b>	
Varsity Boys Coach	\$2336
Varsity Assistant Boys Coach (14 or more participate)	\$788
Varsity Girls Coach	\$2336
Varsity Assistant Coach (14 or more participate)	\$788
<b>Golf</b>	
Varsity Boys coach	\$2201
Assistant Boys Coach ( <b>10</b> or more players)	\$735
Varsity Girls Coach	\$2201
Assistant Girls Coach ( <b>10</b> or more players)	\$735
<b>Baseball</b>	
Junior Varsity Coach	\$2473
Varsity Assistant Coach	\$2205
<b>Soccer</b>	
Varsity Boys Coach	\$4137
Varsity Girls Coach	\$4137
Varsity Assistant Boys Coach	\$1785
Varsity Assistant Girls Coach	\$1785
Junior High Boys Coach	\$1134
Junior High Girls Coach	\$1134
<b>Softball</b>	
Varsity Head Coach	\$6681
Junior Varsity Head Coach	\$2473
Varsity Assistant Coach	\$2205
<b>Football</b>	
Varsity Assistant coach (4)	\$3675
Junior High Coach	\$1362
Junior High Assistant Coach	\$919
Junior High Assistant Coach	\$919
<b>Cheerleading</b>	
High School Cheerleading Coach	\$1943
Junior High Cheerleading Coach	\$667
6 <sup>th</sup> Grade Cheerleading Coach	\$570
5 <sup>th</sup> Grade Cheerleading Coach	\$570
<b>Swim</b>	
Varsity Boys and Girls Swim Coach	\$2156
<b>Music</b>	
School Musical Director	\$1321
Assistant Musical Director	\$725
Band Director	\$7350
Assistant Marching Instructor	\$2651



High School Choral Director	\$1719
Elementary & Intermediate Choral Director (3)	\$530
Band Color Guard Director	\$1062
<b>Dance</b>	
Dance Team Director	\$1943
Junior High Dance Coach	\$667
<b>Sponsors</b>	
FACS Club	\$570
F.F.A.	\$788
B.P.A.	\$570
S.A.D.D.	\$481
National Honor Society	\$828
Key Club	\$530
Beta Club	\$840
or: Beta Club Two (2) positions @	\$420
H.S. Student Council	\$1069
Jr. High Student Council	\$893
Intermediate Student Council (2)	\$293
Elementary Student Council (2)	\$458
Robotics Club Sponsor (1 per PK-4 Elementary)	\$530
Robotics Club Sponsor (Intermediate)	\$530
10 or more participants – second sponsor	\$530
School Paper	\$1605
School Yearbook	\$1924
School Yearbook Junior High	\$530
Community Impact	\$647
Builders' Club	\$647
G.A.M.E Club	\$530
<b>Class Sponsors</b>	
Senior Class (2)	\$828
Junior Class (2)	\$887
Sophomore Class	\$417
Freshman Class	\$417
Washington, DC Trip Coordinator	\$530
<b>Academic &amp; Spell Coaches</b>	
High School Academic Coach - Head Coordinator	\$530
High School Coaches (5 – English, Fine Arts, Math, Science, Social Studies)	\$530
High School Spell Team Coach	\$530
Junior High Academic Coach	\$662
Junior High Spell Bowl Coach	\$662
Intermediate Academic Coach (4)	\$530
Intermediate Spell Bowl Coach (2)	\$530
DUAL Credit Coordinator/Teacher(s) (PER YEAR)	\$630

Teaching in two or more schools (per/mile)	Federal rate
<b>Miscellaneous</b>	
Department Heads (7)	\$930
Leadership Team (3) CCI	\$930

## APPENDIX C

### **RETIREMENT INFORMATION**

(Historical Information Included for Informational Purposes)

#### 1. BUY-OUT OF RETIREE HEALTH COVERAGE.

a. The present value of the buy-out of the retiree health coverage for each eligible Teacher will be calculated using the following:

i. The Board cost of single health, dental and vision plan coverage, assuming Seven Percent (7%) annual increase for three (3) years from June 30, 2004, then Five Percent (5%), but not to exceed Four Thousand Five Hundred Dollars (\$4,500.00) per year, from assumed retirement age to eligibility for Medicare.

ii. Discount rate of Four Percent (4%) for the first three (3) years from June 30, 2004, then Seven and One-Half (7½%) thereafter, and Four Percent (4%) post assumed retirement age.

iii. Assumed retirement age of sixty (60).

b. The present value amount will be deposited into an individual VEBA account for the eligible Teacher in 2004 from the SB 199 bond proceeds.

c. The account will be available for qualified medical expenses at retirement after attaining the age of fifty (50) and completing at least ten (10) years of service with the School Corporation. If a Teacher retires, or otherwise terminates employment before satisfaction of these requirements, the Teacher's VEBA account shall be forfeited. Any forfeiture shall be used to reduce future School Corporation contributions to the VEBA. A Teacher's account shall also be vested and eligible for qualified medical expenses upon the Teacher's death while employed by the School Corporation.

#### 2. ON-GOING CONTRIBUTIONS.

a. For each eligible Teacher who has twenty (20) years or more of service with the School Corporation on June 30, 2004, each year the School Corporation shall contribute One Percent (1%) of the Teacher's base salary for that school year to an individual account in the VEBA.

b. These individual VEBA accounts will be vested at Twenty Percent (20%) per year of service with the School Corporation. The vested account may be used upon retirement or termination of employment for premiums on medical, dental or vision coverage, as well as other qualified medical expenses under Section 213 of the Internal Revenue Code. If a Teacher retires, dies, or otherwise terminates employment before satisfaction of the vesting requirements, the Teacher's VEBA plan account under this ARTICLE XII(A.) shall be forfeited. The forfeited amounts shall be used to reduce future School Corporation contributions.

#### H. BRIDGE TO SOCIAL SECURITY BENEFIT.

When a teacher chooses to retire from the Southeast Dubois County School Corporation and apply for benefits through the Indiana State Teachers Retirement Fund (ISTRF) the Southeast Dubois County School Corporation shall include with the portion of the Teacher's application form that it is responsible for completing, a complete description of the current retirement benefits for said Teacher including but not limited to any severance benefit, Bridge to Social Security benefit, and all contributions to a 401(a) Plan for said Teacher.

1. ELIGIBILITY. This section applies only to Teachers employed or on an approved leave for the 2003-2004 school year who did not retire on or before the end of that school year. Individuals who retired prior to or at the end of the 2003-2004 school year will receive any benefits due to them under the Master Contract in effect at the time of their retirement.

2. BUY-OUT VALUE.

a. The present value of the benefit shall be determined based on the following:

i. An annual benefit from assumed retirement age to eligibility for full Social Security Retirement benefits, but no more than five (5) years, Eleven Thousand Five Hundred Twenty-Nine Dollars (\$11,529.00). [based on Forty-Three Percent (43%) of the difference between the zero step on the Bachelor's degree column of the Informational Salary Schedule and the top step on the MS Informational Salary Schedule in effect as of the beginning of the 2004-2005 school year];

ii. Discount rate of Four Percent (4%) for the first three (3) years from June 30, 2004, then Seven and One-Half Percent (7½%) thereafter, and Four Percent (4%) post assumed retirement age;

iii. Assumption that benefit would have been paid in two (2) equal installments in January and July of each year, through July of the year in which the retiree was eligible for unreduced Social Security benefits;

iv. Assumed retirement age of sixty (60);

v. A discount for FICA taxes Seven and Sixty-Five Hundredths Percent (7.65%).

b. The present value amount will be deposited into a 401(a) Plan account for the eligible Teacher in 2004 from the SB 199 bond proceeds.

c. The 401(a) account for each Teacher will vest at the completion of ten (10) years of service with the School Corporation and attainment of age fifty (50). If a Teacher retires, or otherwise terminates employment before satisfaction of the vesting requirements, the Teacher's 401(a) Plan account shall be forfeited. Any forfeitures shall be used to reduce future School Corporation contributions to the 401(a) Plan.

d. Upon the demise of any Teacher who at the time of death is working at the School Corporation, is at least age fifty (50), and has at least ten (10) years of service with the School Corporation, the Teacher's 401(a) account shall be paid to the Teacher's designated beneficiary in the 401(a) Plan.

3. LIMIT. In no event shall a benefit under section I.(2.), I.(3.), and I.(4.) be for a period of greater than five (5) years.

#### 4. ON-GOING CONTRIBUTION.

a. For each eligible Teacher who has twenty (20) years of service or more with the School Corporation on June 30, 2004, each year the School Corporation shall contribute One Percent (1%) of the Teacher's step on the Informational Salary Schedule for that school year to an individual account in the 401(a) Plan.

b. For each eligible Teacher who has less than twenty (20) years of service with the School Corporation on June 30, 2004, the School Corporation shall contribute the following percentage of the Teacher's step on the Informational Salary Schedule for that school year to an individual account in the 401(a) Plan:

c. These accounts shall vest at Twenty Percent (20%) for each year of service with the School Corporation.

1. ELIGIBILITY. This section applies only to Teachers employed or on an approved leave for the 2003-2004 school year who did not retire on or before the end of that school year. Individuals who retired prior to or at the end of the 2003-2004 school year will receive any benefits due to them under the Master Contract in effect at the time of their retirement.

#### 2. PRESENT VALUE OF BUY-OUT.

a. The present value of the benefit shall be determined based on the following:

i. Seventy Dollars (\$70.00) per day for each day of sick leave over one hundred fifty (150) accumulated by the Teacher as of July 31, 2004;

ii. Discount rate of Four Percent (4%) for the first three (3) years from June 30, 2004, Seven and One-Half Percent (7½%) thereafter, and Four Percent (4%) post assumed retirement age;

iii. Assumption that benefit would have been paid in two (2) equal installments in January and July of each year, through July of the year in which the retiree was eligible for unreduced Social Security benefits;

iv. Assumed retirement age of sixty (60);

v. From the gross present value amount subtract Seven and Sixty-Five Hundredths Percent (7.65%) FICA discount.

b. The present value amount will be deposited into a 401(a) Plan account for the eligible Teacher in 2004 from the SB 199 bond proceeds.

c. This 401(a) account for each Teacher will vest at completion of ten (10) years of service with the School Corporation and attainment of age fifty (50). If a Teacher retires, or otherwise terminates employment before satisfaction of the vesting requirements, the Teacher's 401(a) Plan account shall be forfeited. Any forfeitures shall be used to reduce future School Corporation contributions to the 401(a) Plan.

d. Upon the demise of any Teacher who at the time of death is at least age fifty (50) and has at least ten (10) years of service with the School Corporation, the Teacher's 401(a) account shall be paid to the Teacher's designated beneficiary or beneficiaries in the 401(a) Plan.

### 3. ANNUAL BUY-OUT OF FUTURE LEAVE.

a. Each school year, the School Corporation will calculate the present value of Seventy Dollars (\$70.00) per day for each day of sick leave over one hundred fifty (150) accumulated by the Teacher during that school year, using an assumed retirement age of sixty (60) and a discount rate of Four Percent (4%) for the first three (3) years from June 30, 2004, then Seven and One-Half Percent (7½%) thereafter, and Four Percent (4%) post assumed retirement age with a Seven and Sixty-Five Hundredths Percent (7.65%) discount for FICA.

b. The present value amount will be deposited in a 401(a) account for the eligible Teacher.

c. This 401(a) account for each Teacher will vest at completion of ten (10) years of service with the School Corporation and attainment of age fifty (50). If a Teacher retires, or otherwise terminates employment before satisfaction of the vesting requirements, the Teacher's 401(a) plan account shall be forfeited. Any forfeitures shall be used to reduce future School Corporation contributions to the 401(a).

d. Upon the demise of any Teacher who at the time of death is at least age fifty (50) and has at least ten (10) years of service with the School Corporation, the Teacher's 401(a) account shall be paid directly in a lump sum to the Teacher's designated beneficiary or beneficiaries.

### 4. BUY-OUT OF REMAINING LEAVE AT RETIREMENT.

a. If a Teacher who has completed at least ten (10) years of service with the School Corporation and attained at least age fifty (50) retires or otherwise terminates employment, the School Corporation will calculate the present value of Eighty Dollars (\$80.00) per day for each day of sick leave remaining to the credit of that Teacher at the time of retirement or termination, using an assumed retirement age of sixty (60) and a discount rate of Four Percent (4%) for the first three (3) years from June 30, 2004, then Seven and One-Half Percent (7½%) thereafter, and Four Percent (4%) post assumed retirement age with a Seven and Sixty-Five Hundredths Percent (7.65%) discount for FICA.

b. The present value amount will be deposited in a 401(a) account for the eligible Teacher. This account will be One Hundred Percent (100%) vested. A deposit will be made by June 30<sup>th</sup> of the year of retirement.

c. Upon the demise of any Teacher who at the time of death is at least age fifty (50) and has at least ten (10) years of service with the School Corporation, the Teacher's 401(a) account shall be paid directly in a lump sum to the Teacher's designated beneficiary or beneficiaries. In addition, when any retired Teacher has reached Medicare eligibility, or upon the demise of any Teacher who has retired or has submitted a retirement letter to the administration, the spouse of the Teacher shall remain eligible to participate in the school's insurance plans until the earliest of the following:

- i. When the spouse becomes eligible for other Medicare coverage as prescribed by 42U.S.C.1385 et. seq.;
- ii. When the spouse becomes eligible for other medical coverage through an employer-sponsored plan;
- iii. When the Employer terminates the health insurance program;
- iv. The date of the spouse's remarriage;
- v. Ten (10) years.

This copy compliments of  
the Unit 21 UniServ Office

