

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF

THE NORTH SPENCER COUNTY SCHOOL CORPORATION

AND

NATIONAL EDUCATION ASSOCIATION NORTH SPENCER

2015-2016

This copy compliments of
members of NEA North Spencer

and the ISTA UniServ Office - Evansville



2015-2016
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**ARTICLE I
GENERAL CONDITIONS**

This agreement is made and entered into at Lincoln City, Indiana, on August 24, 2015, by and between the Board of School Trustees of North Spencer County School Corporation, hereinafter called "Board" and National Education Association North Spencer, hereinafter called "Association".

SECTION A - RECOGNITION. For the term of this Agreement, the Board recognizes the Association as the exclusive representative for the purpose of bargaining, and for purposes of discussion as set out in Public Law 217. The term "employee" as used in this Agreement shall include all full time certificated employees of North Spencer County School Corporation, Spencer County, Indiana, including employees on temporary contract, but excluding the Superintendent of Schools, Assistant Superintendent, Administrative Assistant, Director of Learning and Assessment, Principals, Vice (Assistant) Principals, Athletic Director, Head Football Coach, Head Basketball Coach, and any other Administrative or Supervisory Personnel.

SECTION B - TERM OF AGREEMENT. The term of this agreement shall begin on the 1st day of August 2015, and shall continue in full force and effect until the 31st day of July 2016. During the term of this Agreement, the Board agrees not to bargain with any other organization for its employees, defined heretofore, other than the Association unless and until such other organization is found to be the exclusive representative with all the rights, liability and duties which attach to an exclusive representative as defined in Public Law 217 and/or amendments to said statute.

SECTION C - PROVISIONS. The Board and Association mutually agree that wages and salaries to be affected by agreement are accurately reflected in Article II, that insurance benefits are accurately reflected in Article V, that the retirement benefits are accurately reflected in Article VII and that the guidelines for partial self funded insurance are accurately reflected in Article V, all made part of this Agreement and shall remain in force until a new Agreement is ratified by both parties.

It is further agreed that grievances, which arise out of the application or interpretation of this Agreement, shall be resolved in accordance to the Grievance Procedure described in Article IX. It is in the interest of the general public, and in the interest of school children that both the school employee and school employer serve, that grievances be reconciled and disposed of as expeditiously as is possible.

It is further agreed that all bargainable items have been presented during the negotiations leading to this Agreement and that no additional negotiations on the Agreement will be conducted on any item, unless noted herein, during the life of this Agreement. Any extension of this Agreement, or amendment thereof, shall be attached to this Agreement and be dated, and executed by both parties.

This agreement is made and entered into at Lincoln City, Indiana, by and between the Board of School Trustees of the North Spencer County School Corporation, Spencer County, Indiana, heretofore referred to as the school employer and Board, and National Education Association (NEA) North Spencer, heretofore referred to as Exclusive Representative and Association. This Agreement is so attested by the signatures of the below duly authorized officers this August 24, 2015.

SECTION D – SIGNATURES

North Spencer County School Corporation, Board of School Trustees

_____ President

_____ Secretary

National Education Association North Spencer

_____ President

_____ Secretary

ARTICLE II

COMPENSATION SYSTEM DESCRIPTION

Teacher compensation will be based upon in the following defined categories:

1. Teacher Evaluation
2. Experience/Education

Teachers who are evaluated as Needs Improvement or Ineffective (bottom 2 categories in the North Spencer County School Corporation Evaluation System) are not eligible to receive any salary increase.

North Spencer County School Corporation teachers will be “grandfathered” into new compensation system at the level they were assigned as of July, 2013. Teachers with experience outside NSCSC will enter the pay scale at a compensation level of same experience/education level as current NSCSC teachers.

The teacher must be under contract the following year to be eligible for compensation pay.

A committee consisting of one School Board Member, one NEA Representative, and the Superintendent shall have the authority to hire a teacher at a salary based upon the needs of the school district and the availability of qualified teachers for the position.

Effective beginning with the 1992-93 school year, the amounts contained in (1) the salary schedule, (2) the extra duty pay schedule, (3) to the extent allowed by law, the severance benefits and, (4) to the extent allowed by law, the retirement benefits include three percent (3.00%) of said amounts to be paid directly to the Indiana State Teachers Retirement Fund by the Board on behalf of each affected teacher for payment of the individual teacher's annuity share of such retirement contribution.

CATEGORY DEFINITIONS

1. Teacher Evaluation

- Teachers who score in the top two categories (Highly Effective or Effective) are eligible for salary increases.

2. Experience

- Minimum 120 paid days previous year in order to be eligible for salary increase and be awarded a year of experience.

3. Education

- Possess a Master’s Degree in an education related field as approved by Superintendent.
- Teachers who began Master’s Degree coursework prior to July 1, 2011 and complete before September 2, 2014 will be allocated per the salary scale in place on June 30, 2013.

August 1, 2015 ANNUALIZED BASE SALARY

BACHELOR’S DEGREE

Level	Compensation
0	\$35,097
1	\$35,848
2	\$36,225
3	\$36,594
4	\$37,340
5	\$38,094
6	\$38,838
7	\$39,957
8	\$40,334
9	\$41,084
10	\$41,809
11	\$43,210
12	\$43,328
13	\$43,869
14	\$44,406
15	\$44,949

Teachers with at least a Bachelor degree have the potential to earn \$751 on the base and \$471 stipend divided across two performance categories: Evaluation (67%) and Experience (33%).

Levels are binding for 2015-2016 school year only and will be renegotiated when contract expires.

August 1, 2015 ANNUALIZED BASE SALARY

MASTER'S DEGREE

Level	Compensation
0	\$37,222
1	\$38,648
2	\$39,758
3	\$39,773
4	\$40,902
5	\$42,030
6	\$43,164
7	\$44,286
8	\$45,418
9	\$46,551
10	\$47,678
11	\$48,804
12	\$49,936
13	\$50,506
14	\$52,194
15	\$53,320
16	\$54,450
17	\$55,581
18	\$56,713
19	\$57,841

Teachers with a Masters degree and 22 years of experience or less have the potential to earn \$1426 on base and \$471 stipend divided across two performance categories: Evaluation (67%) and Degree (33%).

Teachers with a Masters degree and more than 22 years of experience have the potential to earn \$751 on base and \$471 stipend divided across two performance categories: Evaluation (67%) and Degree (33%).

Levels are binding for 2015-2016 school year only and will be renegotiated when contract expires.

**ARTICLE III
EXTRACURRICULAR SCHEDULE**

<u>Assignments</u>	2015-2016
Asst. Boys Basketball Coach	\$4,275
Freshmen Boys Basketball Coach	\$3,937
Middle School Boys Basketball Coaches (2)	\$2,530
Head Girls Basketball Coach	\$8,915
Asst. Girls Basketball Coach	\$4,275
Freshmen Girls Basketball Coach	\$3,860
Middle School Girls Basketball Coaches (2)	\$2,480
Asst. Varsity Football Coaches (3)	\$4,275
Freshmen Football Coaches (2)	\$3,937
Head Middle School Football Coach	\$2,198
Asst. Middle School Football Coaches (3)	\$1,908
Head Baseball Coach	\$4,397
Asst. Baseball Coach	\$2,780
Head Boys Track Coach	\$4,397
Asst. Boys Track Coach	\$2,780
Middle School Boys Track Coach	\$1,972
Head Girls Track Coach	\$4,397
Asst. Girls Track Coach	\$2,780
Middle School Girls Track Coach	\$1,972
Head Cross Country Coach	\$4,397
Asst. Cross Country Coach	\$2,092
Middle School Cross Country Coach	\$1,519
Head Boys Tennis Coach	\$4,397
Asst. Boys Tennis Coach	\$1,817
Head Girls Tennis Coach	\$4,397
Asst. Girls Tennis Coach	\$1,817
Boys Golf Coach	\$4,397
Girls Golf Coach	\$4,397
Head Swimming Coach	\$4,397
Asst. Swimming Coach	\$2,780
Middle School Swimming Coach	\$1,581
Head Wrestling Coach	\$4,397
Asst. Wrestling Coach	\$2,780
Middle School Wrestling Coaches (2)	\$1,635
Head Volleyball Coach	\$4,397
Asst. Volleyball Coaches (2)	\$2,780
Middle School Volleyball Coaches (2)	\$1,948
Head Softball Coach	\$4,397
Asst. Softball Coach	\$2,780
Head Boys Soccer Coach	\$4,397
Asst. Boys Soccer Coach	\$2,780
Head Girls Soccer Coach	\$4,397

Assignments	2015-2016
Asst. Girls Soccer Coach	\$2,780
Drama Coach	\$2,434
Asst. Drama Coach	\$1,214
H.S. Yearbook Sponsor	\$1,596
Middle School Yearbook	\$697
H.S. Head Cheerleader Sponsor	\$2,101
H.S. Asst. Cheerleader Sponsor	\$1,082
Middle School Cheerleader Sponsor	\$1,286
H.S. Student Council Sponsor	\$2,040
Middle School Student Council Sponsor	\$747
Elementary Student Council Sponsor (4)	\$336
Show Choir	\$2,501
Accompanist	\$664
Academic Coach	\$408
H.S. Academic Area (5)	\$408
Middle School Academic Coach	\$1,341
Elementary Academic Coaches (4)	\$408
Drill Team Coach	\$765
Senior Class Sponsors (2)	\$803
Junior Class Sponsors (2)	\$1,234
Sophomore Class Sponsors (2)	\$275
Freshmen Class Sponsors (2)	\$275
Elementary Newspaper (4)	\$163
National Honor Society	\$992
Destination Imagination (6)	\$634
H.S. Spell Bowl	\$408
Saturday School	\$27/hr.
Professional Hourly Rate	\$27/hr.
Teacher Assitance Team/Rti(prof. hourly rate to max of :)	\$273
Inclusion Team (prof. hourly rate to max of:)	\$273

ARTICLE IV LEAVES

LEAVES. The Board of School Trustees shall review all requests for leave of absence, excepting sick leave and personal business leaves. Application is to be made to the Superintendent in writing, together with supporting data and the length of time leave is requested. If an employee on leave remains away from duty beyond the expiration date granted, and no additional time was granted, the position shall be vacated by such failure to return, except when there are extenuating circumstances.

SECTION A - FAMILY MEDICAL LEAVE. Employees shall be granted unpaid family medical leave as provided by the Federal FAMILY MEDICAL LEAVE ACT. This ACT requires the employee to pay its share of the cost of health insurance if the employee had health insurance through the corporation before taking this leave.

SECTION B- BEREAVEMENT LEAVE. An employee may be absent, without loss of pay, not more than five (5) consecutive school days beyond the death of a member of the immediate family, for the purpose of attending last burial rites, and to attend other personal matters of the deceased's immediate family. School holidays, vacation, any leave of absence, sick leave or extended sick leave falling in this period will be counted as school days. The employee shall, if requested, produce documents to prove relationship to the deceased. The immediate family is interpreted to be: father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other relative, who at the time of death, is living as a member of the household of the employee. If the employee is the legal executor, the five (5) days may be taken at any time within thirty (30) days of the death. In addition to the above, two (2) calendar days shall be granted an employee to attend last rites of you or your spouses' grandparent or grandchild, providing the deceased is not living as a member of the household of the employee. In addition to the above, one (1) calendar day shall be granted an employee to attend last rites of you or your spouses' uncle or aunt, up to a maximum of two (2) days. In the event of multiple deaths in the immediate family or with grandparents or grandchildren, the leave(s) shall run concurrent.

SECTION C - COURT LEAVE. Court leave, with pay, shall be granted to employees for the time necessary to make appearance (s) in any court proceeding resulting from activities relating to the employee's employment with the school corporation (unless the employee is under suspension without pay) or to testify in court as a witness in a case in which the employee is not personally involved, provided the employee has been summoned or subpoenaed. The employee shall return to the Board all pay received, if any, allowed for court appearances.

SECTION D - JURY DUTY LEAVE. When requested, any employee may serve on jury duty. The Board shall pay the employee his full salary, provided that such employee agrees to return to the Board all pay received for serving on jury duty.

SECTION E - PERSONAL BUSINESS LEAVE. Employees shall be granted four (4) days of Personal Business Leave during the school year, if requested, without loss of compensation, for transaction of personal or civic affairs. Notification of Personal Business Leave shall be made to the building principal

two (2) days prior to such leave, except in cases of emergency. Such personal Business Leave may be taken in half-day units or, in an emergency situation, on a single hour basis on up to two (2) occasions. On the first occasion, should the leave extend beyond one (1) hour, the employee shall be charged one half (1/2) day Personal Business Leave. In emergency situations, the employee shall notify the building principal, or designees, prior to taking leave. If in any one (1) year of employment an employee shall be absent on personal business fewer than four (4) days, the remaining days(s) shall be accumulative for a total of five (5) days and any other unused personal business day, if any, will be transferred to the accumulated sick leave days provided for in the Agreement.

SECTION F - SICK LEAVE. Each employee shall be entitled to be absent from work if such employee is unable to teach because of temporary disability due to illness, quarantine or pregnancy (including medical appointments for pregnancy), medical or dental appointments for a total of (10) days in the first year of employment in the school corporation and nine (9) days in each succeeding year without loss of compensation. If in any one school year an employee is absent, less than the number of days set out above, then the remaining unused sick days will be accumulated up to a total of two hundred fifteen (215) days. Once the teacher reaches the maximum allowable days of 215, the teacher will receive the additional nine days each successive year, and any sick leave will first be taken from the nine days, not the accumulated 215 days. The 215 days will only be used if the teacher uses the yearly allotment of nine (9) days. If the teacher does not use all nine (9) days, the number of annual and accumulated days at the end of the year will be 215. An employee may use up to twenty (20) days per year of the above days for illness of the employee's spouse, child and stepchild; or mother or father required to be hospitalized for treatment or receiving home health care/hospice. If additional days are needed due to unusual circumstances, an employee may request to use additional accumulated sick leave. The Sick Leave Bank Committee will make a recommendation to the Board of School Trustees whether or not to approve the request. Any employee who has accumulated one or more days of sick leave in another Indiana school corporation and then is employed in the North Spencer County School Corporation shall have said accumulated sick leave days, if properly documented, added at the rate of three (3) days per school year, starting the second year employed by North Spencer County School Corporation, until the number of accumulated days to which the employee was entitled in the last place of employment has been depleted. After the employee has missed three (3) consecutive days, due to illness, a physician's statement shall be furnished, if requested by the superintendent, stating the nature of the illness and expected length of incapacitation. An employee under contract for only a portion of the school year shall be entitled to a proportionate number of statutory sick leave days at the rate of one (1) sick leave day for every eighteen (18) school days under contract and all unused sick leave days shall also be accumulative. Sick leave may be used in one-half (1/2) day units.

SECTION I - SICK LEAVE BANK. The Board will establish a sick leave bank for all certified employees. Operational procedures are as follows: 1) the number of days in the sick leave bank shall be equal to the number of all certified employees as of the start of the school term. 2) an employee may be granted days from the sick leave bank if: (a) he has used all accumulated sick leave days available, (b) he must have been sick five (5) consecutive days, or ten (10) non-consecutive days beyond the amount of current sick leave during the contract year, and (c) he must furnish a doctor's certificate as proof of illness or injury. 3) The final decision concerning any allowance from the sick leave bank shall be made by the Board of School Trustees, which shall receive recommendations from an advisory committee of two (2) appointees of the NEA North Spencer and one (1) appointee of the Board. Said advisory committee shall be responsible for development of an application form to be used for applying for benefits from the sick bank.

ARTICLE V
INSURANCE/FRINGE BENEFITS

SECTION A - LIFE INSURANCE. The Board agrees to pay the premium of a Fifty Thousand (\$50,000) Dollar Term Life Insurance Policy and Accidental Death and Dismemberment coverage for all certified employees.

SECTION B - HEALTH INSURANCE. Effective January 1, 2013, the Board agrees to pay \$416.50 per month of a single membership or \$968.50 per month of a family membership in the self-funded plan. Married couple employees shall pay out-of-pocket what two single plan participants pay whether they take two single plans or the family plan. Married couple employees shall automatically take single plans when the family plan is not needed. In the case where one spouse of the married couple employees is less than a full time employee, the cost to the employee shall be the one employee family plan rate (payable by the full time employee) or the full single with a prorated single (payable by each employee based on full or less than full time status), whichever cost is less to the employee. The same type of calculation will be done for dental insurance and vision insurance in which the employee(s) participate. * The parties mutually agree that should there be a premium increase, the Board agrees to pay one-half (50%) of the increased premium. An employee may apply for membership in the group plan within thirty (30) days of the date of employment. The general conditions, insurance committee and premium and benefits determination are listed in this Article. If changes in state or national laws or regulations would significantly alter the health insurance plan or benefits, the parties agree to begin negotiations promptly on this issue.

SECTION C - DENTAL INSURANCE. The Board agrees to pay up to the cost of the single premium per month for dental insurance coverage for each employee enrolled in the dental plan. The Board agrees to pay up to the cost of the single premium or twenty (\$21.00) dollars per month, whichever is greater, for each employee enrolled in a family dental plan. A retired employee may continue participation in either the single or family plan by paying the full premium per month until eligible for Medicare coverage or another insurance plan.

SECTION D - PARTIAL SELF-FUNDED INSURANCE.

I. GENERAL CONDITIONS

- A. The Board and Association agree that health insurance will be provided through the Indiana Public Schools Trust.
- B. A 501 (c) 9 Trust account has been established in which all reserves will remain in the account.
- C. The renewal date of the Indiana Public School Trust is December 1. The plan date year begins January 1.

II. INSURANCE COMMITTEE

- A. An Insurance Committee shall be formed composed of the Superintendent, or his designee, three (3) teachers selected by the association, and one (1) representative of the non-certified employees. In addition there shall be an alternate, selected by the group represented, for each position. In the event of a committee member's absence the alternate shall have full authority. Minutes of Committee meeting and actions taken shall be approved by the Committee and maintained in the Superintendent's Office.

- B. The Insurance Committee shall recommend the premium rates for the health insurance plan to the Board for final approval. The amount and/or percent to be paid by the Board and the amount and/or percent to be paid by other participants and changes in benefits shall remain the subject of collective bargaining.
- C. The Board shall purchase appropriate liability insurance for each member and alternate on the Insurance Committee. In subsequent years this insurance will be purchased through the Trust account if legally permissible.

SECTION E - SECTION 125 FLEXIBLE BENEFIT PLAN. The Board shall provide a flexible benefit plan, as provided by Section 125 of the Revenue Act of 1978. Each active teacher, and to the extent it is legally permissible, each retired teacher, may participate .

SECTION F - LONG TERM DISABILITY INSURANCE. Sixty-six and two-thirds (66 $\frac{2}{3}$ %) percent of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of \$5,000 less Other Income Benefits.

SECTION G - VISION INSURANCE. A vision and dental insurance plan will be instituted through the self-funded insurance program with benefits determined by the Insurance Committee.

NORTH SPENCER COUNTY SCHOOL CORPORATION

**HEALTH/DENTAL/VISION PREMIUMS
Effective January 1, 2016 – Anthem Insurance**

HEALTH OPTION: \$750.00 SINGLE/ \$2,250.00 FAMILY DEDUCTIBLE

<u>CATEGORIES:</u>	<u>MONTHLY PREMIUM</u>	<u>BOARD PAYS</u>	<u>EMPLOYEE PAYS</u>
SINGLE HEALTH	\$673.59	\$473.17	\$200.42
SINGLE DENTAL	\$ 21.00	\$ 21.00	\$.00
SINGLE VISION	\$ 9.50	\$ 6.50	\$ 3.00
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FAMILY HEALTH	\$1410.40	\$1013.40	\$397.00
FAMILY DENTAL	\$ 54.00	\$ 21.00	\$ 33.00
FAMILY VISION	\$ 14.00	\$ 8.00	\$ 6.00

** 2 EMPLOYEES:

FAMILY HEALTH	\$1410.40	\$1074.56	\$335.84
FAMILY DENTAL	\$ 21.00	\$ 21.00	\$.00
FAMILY VISION	\$ 9.50	\$ 6.50	\$ 6.00

Individuals not enrolled in Health Insurance Plan will be required to pay full premium cost for Dental and Vision Insurance.

HEALTH OPTION: \$3,000.00 SINGLE/\$6,000.00 FAMILY DEDUCTIBLE

<u>CATEGORIES:</u>	<u>MONTHLY PREMIUM</u>	<u>BOARD PAYS</u>	<u>EMPLOYEE PAYS</u>
SINGLE HEALTH	\$ 515.00	\$ 424.00	\$ 91.00
SINGLE DENTAL	\$ 21.00	\$ 21.00	\$.00
SINGLE VISION	\$ 9.50	\$ 6.50	\$ 3.00
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FAMILY HEALTH	\$1,213.34	\$ 986.17	\$ 227.17
FAMILY DENTAL	\$ 54.00	\$ 21.00	\$ 33.00
FAMILY VISION	\$ 14.00	\$ 8.00	\$ 6.00

** 2 EMPLOYEES:

FAMILY HEALTH	\$1213.34	\$1,031.34	\$182.00
FAMILY DENTAL	\$ 21.00	\$ 21.00	\$.00
FAMILY VISION	\$ 9.50	\$ 6.50	\$ 6.00

Individuals not enrolled in Health Insurance Plan will be required to pay full premium cost for Dental and Vision Insurance.

****LIFE INSURANCE TO ALL FULL TIME EMPLOYEES IS FULLY PAID BY CORP.**

**DEPENDENT LIFE - \$2.33 MONTHLY EMPLOYEE COST

COVERAGE:

SPOUSE: \$10,000 **TO AGE 70

CHILDREN:

0-14 DAYS NONE

15 DAYS TO 6 MO	\$200.00	
6 MO & OVER	\$5,000	**TO AGE 19 (25 Full time student)

**LONG TERM DISABILITY TO ALL FULL TIME EMPLOYEES IS FURNISHED BY CORPORATION (EXCEPT FOR \$1.00)

ARTICLE VI
SEVERANCE AND RETIREMENT
Effective 12-01-03

Severance and Retirement/Social Security Bridge Benefits

Retirement Benefits hereunder shall be provided by an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code ("Code") ("457(b) Plan") to fund these benefits. Funding for the 457(b) Plan will be from bonds to be issued by the School Corporation in accordance with the requirements and limits of P.L. 253-2001. Upon expiration of these funds, benefits are payable from the School Corporation funds.

An Advisory Committee composed of two association members, the Superintendent or designee and one other administrator:

1. will assist in the selection of a 457(b) provider
2. will receive, no less than annually, reports concerning the status of the 457(b) Plan
3. may advise the School Board concerning the investment of funds

This committee will terminate when all 457(b) funds are expended.

To be eligible for any of the benefits under Section A or B, employees must have been employed by the School Corporation on June 1, 1998 and continue to be employed at the School Corporation on December 1, 2003.

SECTION A- SEVERANCE. An employee who has at least fifteen (15) years of service with the North Spencer County School Corporation shall be paid One Hundred Thirty-Five Dollars (\$135.00) for each year of service in the North Spencer County School Corporation, and Forty Dollars (\$40.00) for each unused accumulated sick leave day. A combination of the two above severance benefits shall not exceed Seven Thousand Two-Hundred Dollars (\$7,200.00). The entire amount of severance benefit will be added to the employee's last contract by contract addendum and paid in a lump sum prior to June 30th of the year of severance or with last contracted pay if employee serves after the end of the school year. Any employee shall only be eligible for this benefit one time. A retiring employee who selects this benefit shall not be eligible for Retirement/Social Security Bridge. The net 401(a) Plan (after any penalty*) in Section D will offset the Severance amount. It is hereby acknowledged that the offset may fully eliminate a retired teacher's right to Severance. For employees hired after June 1, 1998, the 401(a) Plan will replace the Severance Plan completely.

*Proof of penalty must be provided by the employee prior to June 30 of the year of Severance.

SECTION B- RETIREMENT/SOCIAL SECURITY BRIDGE - SECTION 457 (B) PLAN

An employee retiring from the North Spencer County School Corporation is eligible for retirement benefits from the North Spencer County School Corporation provided an employee satisfies all of the following:

1. Meets either of the following employment requirements
 - a. The employee is at the top salary on the Masters schedule and has completed ten (10) years of service in the North Spencer County School Corporation

OR

- b. The employee has fifteen (15) years or more of service in the North Spencer County School Corporation.
2. Is at least 55 years of age by December 31 in the year of retirement;
3. Is eligible for full retirement benefits from the Indiana State Teachers' Retirement Fund ('ISTRF');
4. Is on a regular full-time contract at the time of retirement, or has signed at least fifteen (15) full contracts with North Spencer County School Corporation;
5. Has submitted a letter of resignation and has signed off on the calculation sheet.

Employees planning on retiring shall notify the Superintendent by written resignation prior to March 1 of the year of their intended retirement. In the event the employee is unable to give timely notice of retirement as required and is forced to retire as a result of ill health, accident, or other unforeseen events, then and in such events, the required notice of retirement may be waived by the Board on the recommendation of the Superintendent upon proper documentation.

In the event an employee dies after notifying the Superintendent in writing of his or her intention to retire and the employee is teaching in or has completed his or her last year, the employee's designated beneficiary as listed with the ISTRF or the employee's estate if there is no designated beneficiary, shall be paid the Severance benefits in Section A above, less any retirement benefit already received.

6. Benefits under this Section B are listed in Section C.

SECTION C - RETIREMENT/SOCIAL SECURITY BRIDGE - SECTION 457(B) PLAN BENEFITS

1. A retiring employee who meets the requirements in Section B shall be paid from the School Corporation funds Ninety Dollars (\$90.00) for each year of service in the North Spencer County School Corporation or former school units, which now compose, said corporation. This entire amount will be added to the employee's last contract by contract addendum and will be paid in a lump sum prior to June 30th of the year of retirement, in addition to the Bridge benefit described below.
2. A retiring employee who meets the requirements in Section B shall be eligible for the Bridge benefits listed on the Schedule below. In the event the retirement Bridge benefits exceed the Social Security benefit the employee would be entitled to when he or she attains the age of eligibility for such benefits, then the retirement Bridge benefit to be paid by the North Spencer County School Corporation to the employee shall be automatically reduced to equal the Social Security benefits the employee would be entitled to receive.
3. An initial defined payment equal to the employees total OASDI (Social Security and Medicare) liability and any federal withholding tax due will be paid by December 31st or by the last day of the quarter of the

employee's death or retirement. The OASDI liability will be calculated using the net present value of the total retirement/social security bridge benefits.

4. The remainder of the Bridge benefits after 3 above is deducted shall be paid in equal semi-annual installments payable in January and July with the first payment occurring in January following the school year of retirement and continuing until the end of the calendar year in which one of the following occurs:

- a. The employee reaches eligibility for unreduced, full social Security benefits; or
- b. The death of the employee.

5. Schedule

Years of Service in North Spencer	Total Bridge Benefit
21-25	\$7100 times lesser of 10 or years to Social Security Retirement Age*
16-20	\$6900 times lesser of 10 or years to Social Security Retirement Age*
11-15	\$6500 times lesser of 10 or years to Social Security Retirement Age*
10	\$6000 times lesser of 10 or years to Social Security Retirement Age*

The Total Bridge Benefits all be offset by the contributions to the 401(a) Plan by the North Spencer County School Corporation plus accrued interest (this amount will never be less than the actual contributions by the North Spencer County School Corporation (the "Offset Amount").

The Annual Bridge Payment for an eligible teacher shall be the Total Bridge Benefit less the Offset Amount divided by the Divisor below:

Date of Birth	*Social Security Retirement Age	Divisor
1942 or earlier	65	10
1943-1959	66	11
1960 or later	67	12

For example: Assuming an eligible teacher retires at age 55 with 30 years of service with a Total Bridge Benefit of \$71,000 ($\$7100 * 10$) and she was born in 1947 and her 401(a) account is equal to \$6000 and her payment in 3 above is equal to \$3500. Her Annual Bridge Payment will equal \$5590.09 ($\$71,000 - \$6000 - \3500 divided by 11). If the same teacher retires at age 60, she will receive an Annual Bridge Payment of \$5683.33 ($\$7100 * 6 - \$6000 - \2500 divided by 6).

6. If the retiring employee should choose to continue to participate in the health insurance provided to the School Corporation's employees, the North Spencer County School Corporation will pay the School Corporation's contribution to the single health plan as established on the date of retirement. This benefit shall be capped at \$450 per month. Whether the employee is on a single or family plan, the employee shall be responsible for any additional amount needed to maintain the single or family plan. This benefit will terminate if the retired employee becomes covered by another health plan or becomes eligible for Medicare.

7. The spouse of a retired employee is eligible to continue in the health insurance plan after the retiree is no longer eligible with the following provisions:

- a. The spouse was insured under this plan at the time of the employee's retirement and has remained so insured ever since.

- b. The spouse will pay the full premium.
- c. The spouse becomes ineligible when one of the following occurs:
 - (i) The spouse becomes eligible for another insurance plan'
 - (ii) The spouse becomes eligible for Medicare
 - (iii) The spouse remarries
 - (iv) Five (5) years after the retiree is no longer eligible.

SECTION D - TAX SHELTERED ANNUITIES

1. Each employee shall have the option of investing in tax-sheltered annuities to the maximum allowable under Internal Revenue Code 403(b). The teacher may initiate a contribution or change a contribution by submitting a new salary reduction agreement quarterly (August 1, November 1, February 1, and May 1). The change will take place within the next two pay periods after submission.

2. The School Corporation agrees to establish and maintain a qualified Code Section 401(a) Plan (herein referred to as the "401(a) Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan contributions will commence with the 1998-99 contract year and continue each contract year thereafter.

a. The School Corporation will contribute \$800 per year for each employee hired before June 1, 1998 and for employees hired after June 1, 1998. effective with the 2003-2004 school year, \$800 per year shall be contributed. Beginning in 2015-2016 for employees hired after June 1, 1998, \$1100 per year shall be contributed to the teacher's 401(a). Semi-annual employer contributions will be made on the first business day after October 15 and April 15 for employees under contract on those dates.

b. Vesting: Eligible employees as of June 1, 1998 shall be vested 100% immediately. Employees hired after June 1, 1998 shall be vested 0% until the tenth (10th) year of service, then 100%.

c. No loans or in-service withdrawals will be allowed from the 401(a) Plan.

d. Forfeitures from non-vested funds shall be used to offset future Employer contributions.

3. For employees hired on or before June 1, 1998, the Retirement/Social Security Bridge will remain in effect until such time as a certified employee receives a greater return from the Employer's contribution to the 401(a) Plan plus all accrued interest thereon valued as of the end of the first business day after the last day of employment, than he or she would receive under Section A or the Retirement/Social Security Bridge Plan under Sections B and C. The contributions to the 401(a) Plan by the Employer plus all accrued interest will be counted as an offset (this amount will never be less than the actual contributions by the Employer) to the amount that the certified employee would have received had he or she retired under the Retirement/Social Security Bridge Plan. It is hereby acknowledged that the offset may fully eliminate a retired teacher's right to the Retirement/Social Security Plan benefit.

For employees hired after June 1, 1998, the 401(a) Plan will replace the Retirement/Social Security Bridge Plan under Section A, B, or C completely. These retiring employees who choose to continue to participate in the health insurance plan provided to the corporation's employees shall be responsible for paying the full amount of the premium. This benefit will terminate if the retired employee becomes covered by another health insurance plan or becomes eligible for Medicare.

4. Investments made by the Employer shall remain in the 401(a) Plan (employees hired after June 1, 1998 must also meet the vesting requirement) until one of the qualifying events of (a) death, (b) permanent disability, (c) termination of employment occurs making it possible for the individual, or beneficiary, to withdraw or transfer funds.

5. The 401(a) Plan shall:

- a. Be subject to all applicable Internal Revenue Service regulations, including non-discrimination tests.
- b. Have no contract initiation fees charged to the employee.
- c. Have no administrative or plan document charge to the employer.
- d. Be administered by the Variable Annuity Life Insurance Company (VALIC) or such other vendor as may be agreed to from time to time.

ARTICLE VII GRIEVANCE PROCEDURE AND ARBITRATION

DEFINITION. A grievance is an alleged violation or claimed misinterpretation of a specific article or section of this Agreement.

PROCEDURE:

Step One. Within ten (10) calendar days of the time that the grievant knew, or reasonably should have known of the grievance, the grievant shall present the grievance to the building principal during non-teaching hours. Within three (3) working days after presentation of the grievance, the building principal shall orally answer the grievant.

Step Two.

- (A) Within three (3) days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the building principal on the form provided by the administration.
- (B) The grievance shall (1) name the employee involved, (2) state the facts giving rise to the grievance, (3) identify the specific provision of this Agreement alleged to be violated, (4) state the contention of the grievant with respect to the grievance and (5) indicate the specific relief requested.
- (C) Within five (5) working days after receiving the written grievance, the building principal shall communicate his answer in writing to the grievant.

Step Three. If the grievance is not resolved in Step Two, (A) the grievant may, within five (5) working days of receipt of the building principal's answer, appeal to the superintendent by filing the grievance and the building principal's answer, along with any written response of the grievant to the answer of the building principal, with the superintendent, which shall receipt therefore. The superintendent, or his

designated representative, shall give the grievant an answer in writing no later than ten (10) working days after receipt of any written grievance properly filed with the Superintendent

Step Four.

- (A) Within ten (10) working days after receiving the decision of the superintendent, an appeal from the decision may be made to the Board of School Trustees. Said Board shall hold a hearing on the grievance at a regular or special meeting and render its decision in writing to the grievant.
- (B) The Board may not consider any materials, allegations or remedy that was not presented in Step Three.

Step Five, Arbitration.

- (A) Within thirty (30) calendar days after receipt of the decision of the Board, the exclusive representative or the board, upon written notice of the other, may submit the grievance to arbitration under and in accordance with rules of the American Arbitration Association.
- (B) The arbitrator shall have no power: (1) to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. (2) to rule on the termination of the services or failure to re-employ any employee to a position on the extracurricular schedule, on the coaching staff, or any other position which has a salary or time off or extra time bonus or wage, (3) in regard to the dismissal of, or the renewal or non-renewal of any contract for non-tenured personnel, (4) in regard to any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including but not limited to any matter subject to the procedures specified in the Teacher's Tenure Act, the Equal Employment Opportunity Act, or other legislation, unless the grievant has submitted an express and effective waiver to any such rights or procedures and has specifically stated in such written waiver agreement to be bound by the decision of the arbitrator, (5) to change any practice, policy, or rules of the Board or to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
- (C) The decision of the Arbitrator shall be advisory. The Board may implement that decision in whole or in part or may meet with the Exclusive Representative to discuss other alternatives.

Hearings. Hearings shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Hearing shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.

Time Limits.

- (A) Time limits herein may be extended only by mutual agreement, signed by the parties.
- (B) If there is a failure at any step to communicate the decision on a grievance within the specified time line, the grievant shall then have the right to appeal at the next step of the procedure.
- (C) Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.
- (D) Any grievance, which arose prior to the effective date of this Agreement, shall not be processed.
- (E) Any grievance not presented in Step One within ten (10) calendar Days of the time the grievant knew or reasonably should have known of the grievance.

State and Federal Law.

- (A) Nothing contained herein shall deny to any employee rights under State or Federal Constitutions and laws.

- (B) No non-tenure employee may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew such employee's contract.
- (C) No tenure employee shall use the grievance procedure to dispute any action by the Board, which is in accordance with the State Tenure Laws.

NORTH SPENCER COUNTY SCHOOL CORPORATION

GRIEVANCE FORM

TO: _____ Building Principal
_____ School

GRIEVANCE:

Facts giving rise to grievance:

Identify, by Article and Section, the specific provision of the Master Agreement alleged to be violated:

State contention with respect to grievance:

Indicate specific relief sought:

Date of alleged violation: _____

Signature of Grievant: _____

