

**North Judson-San Pierre
School Corporation**

**CONTRACT BETWEEN
NORTH JUDSON - SAN PIERRE
SCHOOL CORPORATION
BOARD OF SCHOOL TRUSTEES
AND THE
NORTH JUDSON - SAN PIERRE
CLASSROOM TEACHERS ASSOCIATION**

July 1, 2019 - June 30, 2021

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**CONTRACT BETWEEN
THE BOARD OF SCHOOL TRUSTEES OF THE
NORTH JUDSON - SAN PIERRE SCHOOL CORPORATIO AND THE
NORTH JUDSON - SAN PIERRE CLASSROOM TEACHERS ASSOCIATION**

This Contract entered into this 29th day of October, 2019 by and between the Board of School Trustees of the North Judson-San Pierre School Corporation, hereinafter called the "Board," and the North Judson-San Pierre Classroom Teachers Association, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "Association."

**ARTICLE I
GENERAL PROVISIONS**

A. Term of Agreement

All Salary and Benefits sections of the agreement shall continue in effect until June 30, 2021, and all Language sections of the agreement shall continue in effect until June 30, 2021, unless the parties mutually agree to reopen a current section or introduce a new section. Whenever any notice is required to be given to either of the parties of this Contract to the other party, either shall do so by registered letter at the following addresses:

If by the Association to the Board: Superintendent to the Board
801 Campbell Drive
North Judson, Indiana 46366

If by the Board to the Association: President of the Association
North Judson San Pierre Classroom Teachers Association
North Judson, Indiana 46366

B. Entire Agreement

This agreement sets forth the complete understandings of the parties hereto and cancels and supersedes all agreements heretofore entered into by and between the parties and cancels and supersedes any Board past practice, written or oral. Sections neither amended nor modified shall remain in full force and effect according to Article 1, Section A above and statute.

C. Severability

Should any Article, Section, or Clause of this Contract, or any rider thereto, be declared illegal by any court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Contract to the extent that it violates the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of this Contract, except as affected by the deleted Article, Section, or Clause.

D. Contract Limitations

The Board construes and the Association recognizes the specific, expressed provisions of this Contract as constituting limitations and being the only limitations upon the Board's right, power, authority, duties, and responsibilities to manage and direct the operations and activities of this School Corporation to the full extent authorized by law.

E. Definitions

The following terms, when used in this contract shall be defined according to this article unless otherwise provided in a specific article:

1. "Day" shall mean a school day.

2. "Seniority" shall mean years of unbroken service as a certificated employee of the school corporation. Approved leaves of absence shall not constitute a break in service. Seniority shall begin to accrue on the date the Board votes to employ the teacher on a regular teacher contract. In the event more than one teacher is employed on the same date, a teacher with previous certified experience in the corporation shall be considered senior. In the event of a tie, seniority will be determined by a random drawing in the presence of the Association and Building Principal. The first name drawn will be considered the most senior.

ARTICLE II RECOGNITION

The Board hereby recognizes the Association as the exclusive representative of all certificated school employees. It is hereby agreed that the bargaining unit shall include all certificated teachers who hold a regular teacher's contract with the school corporation. Specifically excluded from the bargaining unit are school administrators and supervisors, program directors, certificated employees with supervisory authority, and substitute teachers.

ARTICLE III
COMPENSATION AND EXPENSES

A. Compensation

The extra-curricular and athletics stipends are listed in Appendix "A". The Teacher Compensation Model is set forth in Appendix "B."

B. Pay Periods

1. Teachers shall be paid in 26 approximately equal payments.
2. Payday shall be every two weeks according to the pay schedule distributed in May of the previous school year.

C. Payroll Deductions

1. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union and/or insurance.
2. The Board shall transmit withheld monies to the Teachers Credit Union on a bi-weekly basis.

D. Mileage Allowance

1. The mileage allowance for teachers on Board authorized school business shall be paid at the rate established by the IRS on personal vehicle use only after getting prior approval for mileage reimbursement from the Superintendent.
2. Any teacher sent by the Corporation to represent the school at a meeting relative to the educational program shall be reimbursed mileage and expenses after approval from the Superintendent.

E. Teacher Passes

A complimentary pass shall be issued to each teacher for that teacher's use only. The passes shall be for all school-sponsored activities, excluding athletic tournaments and any event at which a meal is provided.

F. Indiana State Teachers' Retirement Fund Contribution

The Board agrees to pay the 3% of the Teachers' Retirement Fund as a part of (within) the salary schedule. Individual teacher contracts shall note the 3% deduction including all extra-curricular activity pay.

- G. New teachers to the North Judson-San Pierre School Corporation shall have one day of orientation paid at the new teacher's daily rate. The Association shall be given time to meet with the new teachers during the one day of orientation.

- H. Training during the school day will not be compensated. Teachers attending corporation training/workshops at a time outside the regularly contracted day shall receive a stipend of sixty dollars (\$60.00) per day or thirty dollars (\$30.00) per half day. Trainers will receive a stipend of one hundred dollars (\$100.00) per day or fifty dollars (\$50.00) per half day.
- I. Teachers shall be reimbursed for up to one hundred dollars (\$100.00) per year for membership in one professional organization of their choice. Prior to payment of dues, teachers must submit an original invoice to the business office for payment of such dues by the business office through the regular monthly claim docket. Members of the Association who have paid their total dues or those who have registered for the Easy Pay Online Option by September 15th shall be reimbursed the \$100.00 by October 31st. A list will be provided to Central Office by the Association by October 1st. One check will be written to the Association whose representatives will distribute and receipt to teachers.
- J. The Board agrees to pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the school corporation or per IC 20-26-5-10 for all teachers employed in the North Judson-San Pierre School Corporation during the previous school year.
- K. Teachers who worked at least one hundred-twenty (120) contract days in the North Judson-San Pierre School District during the school year, and have a 98% attendance rate (legal, professional, bereavement, and military leave excluded) will be paid a \$250 stipend. This stipend should be paid at the first pay period of July.

ARTICLE IV SICK LEAVE

A. Use of Sick Leave Days

Sick leave days may be taken for family illness in the immediate family as well as personal illness of the teacher. "Immediate Family" shall mean spouse, parent, child, sibling, daughter-in-law, son-in-law, stepchild, grandchild, stepparent, parents-in-law or any person living in the household. Teachers who are absent the entire day due to illness shall not report to extra-curricular practice scheduled for that day without approval of the administration.

B. Days Granted

Sick leave shall be credited annually to each teacher as follows:

1. Ten (10) days for the first year of employment;
2. Eight (8) days for each year thereafter;
3. Beginning with the second (2nd) year of employment, the School Corporation will transfer four (4) days from the last school of employment for two (2) consecutive years and the remaining transferred at three (3) days per year until those accumulated sick leave days have been exhausted.
4. An extended sick leave may qualify for FMLA. Refer to Article V of the contract.

C. Sick Leave Bank

The Board will establish a sick leave bank for the voluntary participation of all teachers in the School Corporation. The Bank will be administered by an Association Committee of five (5) teachers selected each school year by the Association. The specific guidelines are contained in the Certified Handbook.

D. Total Days

The maximum number of accumulated sick leave days that can be carried over to the next school year shall be ninety (90). Teachers shall be reimbursed at the rate of twenty-five (\$25.00) per day for their accumulated sick and personal days over the cap of ninety (90), but only up to a maximum of five (5) days. The reimbursement shall be deposited annually in June into the teacher's Active Employee VEBA account.

E. Credit for Days Accumulated

Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return from such leave.

F. Personal Business Days

Unused personal leave days shall accumulate as sick leave days, subject to the sick leave accumulation limit specified in Article IV, D.

G. Written Accounting

Each teacher shall be given a written accounting of accumulated sick leave on each paycheck stub or may request additional information for Human Resources.

H. Summer School

Teachers on summer school employment shall be granted one (1) non-accumulative sick leave day during their summer school employment. Teachers shall be eligible to utilize personal leave or accumulated sick leave on the same basis as during the school year.

**ARTICLE V
LEAVES OF ABSENCE**

A. Personal Leave

Each teacher shall have at least three (3) days each year with pay for transactions of personal business or the conduct of personal affairs. The teacher shall submit the request to the Absence Manager program for approval by the building principal.

B. Legal Leave

A teacher called for jury duty or to appear before any judicial, school related issue, or to testify in arbitration during the course of a regular school day shall receive full compensation. The teacher shall return to the Board all per diem compensation granted as a result of jury duty, not to include mileage reimbursement.

C. Professional Leave

1. The Board agrees that professional leave days with pay may be granted for attendance at professional meetings, workshops, conferences, work sessions, or other experiences deemed appropriate by the building principal. The request must be submitted to the building principal and requires Superintendent approval. Reasons for denial of such leave shall be given in writing.
2. The Board agrees to provide sufficient funds to pay the following expenses incurred by the above-mentioned professional leaves with prior approval from Superintendent:
 - a. Mileage;
 - b. Registration Fees;
 - c. Food;
 - d. Overnight Lodging.Professional leaves requested by the staff may have expenses paid if money is available.
3. A summary of the professional meeting attended will be submitted by the teacher to the building principal upon request.

D. Sabbatical Leave

1. The Board may grant to a teacher, upon application, a leave of absence without pay or benefits for one (1) year for the purpose of sabbatical leave. All applications for sabbatical leave shall contain the teacher's proposed plan for that leave.
2. The Board shall offer a contract to any teacher returning from sabbatical leave.
3. Teachers returning from such leaves shall retain full credit toward experience and retirement for years of teaching prior to the leave.
4. Reasons for denial of a sabbatical leave shall be given in writing.

5. A teacher who is granted a year of sabbatical leave shall notify the Superintendent of his/her intention to return to the employment of the School Corporation on or before May 1 preceding the termination of that leave.
6. Applicants for a sabbatical leave shall include, with their application forms, an outlined plan of study for the period of the sabbatical leave. A teacher returning from sabbatical leave who shows evidence of the completion of ten (10) hours of professionally related academic courses shall advance one (1) step on the salary schedule.

E. FMLA (Family Medical Leave Act)

In accord with Federal and state law, the School Board shall provide up to twelve (12) workweeks of unpaid leave to all certified staff members working 1250 hours or more during the school year for one of the following reasons:

1. The birth and care of a child
2. The adoption or foster care of a child
3. The care of a spouse, son, daughter, or parent if such individual has a serious health condition
4. A serious health condition of the staff member. Such a condition may be an illness, injury, impairment, or physical or mental condition that either involves inpatient care in a hospital, hospice, or residential medical facility, or that requires continuing treatment by a healthcare provider (M.D. or D.O.) as defined by applicable law.

Such leave may not be taken intermittently or on a reduced-leave schedule in the event of the birth, adoption, or foster care of a child, unless the Superintendent and the staff member agree. A staff member has the right, however, to take intermittent or reduced-leave schedule (half days) when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the staff member has a serious health condition. In both cases, the taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken.

The staff member will use accrued sick/personal leave in conjunction with FMLA if they wish to be paid during this leave. In cases in which NJ-SP School Corporation has employed both the husband and wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either the husband or the wife.

Whenever the leave is necessitated by the serious health condition of the staff member or his/her family member, and is foreseeable based on planned medical treatment, the staff member shall provide the Superintendent with thirty (30) days' notice, where practicable, and shall schedule the treatment so as not to disrupt the regular operation of NJ-SP School Corporation.

In the event of the staff member's own health condition, a certification from his/her physician will be required. Where the leave is planned, the employee must provide medical certification prior to the commencement of the leave. Where the leave is not foreseeable, the employee must provide medical certification within fifteen (15) calendar days of a NJ-SP School Corporation request for certification.

The Board reserves the right to obtain, at its expense, the opinion of a second health provider. In the event of conflict, the Board may, at its expense, obtain the opinion of a third and final, binding medical opinion.

Prior to returning to work, the staff member shall provide NJ-SP School Corporation with a statement from his/her physician that s/he is able to assume full-time responsibilities for his/her position. NJ-SP School Corporation may, with the employee's permission, have a health care provider who is employed by NJ-SP School Corporation contact the employee's health care provider only for purposes of clarifying the employee's fitness to return to work.

At the end of any leave described in this guideline, the Board may restore the staff member to his/her former position or to another position with equivalent benefits, pay, and other terms and conditions of employment. During a family leave, the Board shall maintain the staff member's current coverage under the NJ-SP School Corporation health insurance program, but the staff member shall not accrue any sick leave, vacation, or other benefits during the leave period. Should the staff member elect not to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the staff member, the staff member shall reimburse NJ-SP School Corporation for the health insurance premiums paid by NJ-SP School Corporation during the leave period. The Superintendent shall provide a copy of these guidelines upon the request of a staff member.

In the case of a health condition of a family member, the Superintendent is directed to obtain medical certification from the physician of the staff member or his/her family member, including:

1. The date the serious health condition began
2. The probably duration
3. Appropriate medical facts regarding the condition
4. A statement that the staff member is needed to care for the family member
5. An estimate of the amount of time needed for such care.

F. Maternity Leave

All or any portion of a leave taken by a teacher because of a documented medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave. The last three days of her maternity leave shall be with pay. In the event that a teacher takes a maternity leave that extends to the end of the school year, they shall notify their principal by June 1 of their intent to return. See FMLA.

G. Paternity Leave

When a child is born to the wife of a male teacher, he shall be granted three (3) days of paternity leave with pay if the birth occurs during the school year. In the event that a teacher takes a paternity leave that extends to the end of the school year, they shall notify their principal by June 1 of their intent to return. See FMLA.

H. Adoptive Leave

Parents will be granted three (3) days' pay for adoptive leave if the adoption occurs during the school year. In the event that a teacher takes an adoptive leave that extends to the end of the school year, they shall notify their principal by June 1 of their intent to return. See FMLA.

I. Bereavement Leave

1. In case of a death in the immediate family, a teacher is entitled to be absent without loss of compensation for a period of not more than five (5) successive school days. "Immediate family" shall include parents, sibling, spouse, daughter/son, step-parent, step-children, step-sibling, or any relative who at the time of death was living in the household of the teacher. If more than one (1) death in the immediate family should occur, five (5) successive school days shall be granted for each. In the event the death occurs within the immediate family and that family member's service or financial affairs may require a different arrangement of bereavement days, that arrangement is to be approved by the Superintendent.
2. Three (3) successive days for bereavement shall be granted without loss of compensation for the death of the employee's: grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and step-grandchildren.
3. One (1) day shall be granted for the death of the employee's: uncle, aunt, grandparent of spouse, first cousin, niece, or nephew.
4. The Superintendent may grant additional successive days up to four (4) if the teacher requests them.

J. Unpaid Leave

The Board may grant a leave of absence to a teacher for a period of up to one (1) year, without pay or benefits.

K. Military Leave

Military leave will be granted in accordance with the statute: 38 USC 4301 et seq.

**ARTICLE VI
ANNUITY / MUTUAL FUND SAVINGS PLAN**

Section 1 – Applies to all certified employees

- A. The employer shall provide a tax-sheltered 403(b) plan. All contributions will be in compliance with the North Judson-San Pierre School Corporation 403b Plan Document. Each employee shall have the option of investing in the 403(b) plan up to the maximum allowable under Federal law. The Board shall match such employee contribution on a dollar for dollar basis up to 2.5% of the individual employee's regularly scheduled salary.
- B. The employer shall deposit employer contributions for each employee into an individual account for the employee in the tax-deferred program sponsored a mutually agreed upon vendor. Such deposits will be made on a monthly basis.
- C. The mutually agreed upon vendor, or its agents, shall be the sole administrator of employer contributions to the Tax-Deferred Annuity Program.
- D. School employees will have the option of investing their tax deferred contributions with the one vendors mutually selected by the North Judson-San Pierre School Corporation and Teacher's Association.
- E. Once contributions are made by the employee and the employer on behalf of the employee, all assets of the accounts become the property of the employee and in the event of death, his/her designated beneficiaries, or lacking, same estate.

Section 2 – Applies ONLY to employees hired on or after July 1, 2006

The Board shall establish and maintain a qualified Section 401(a) Annuity Plan ("401(a) Plan") for all teachers hired on or after July 1, 2006. The Board shall contribute annually an amount equal to two and one half percent (2.5%) of the teacher's regularly scheduled salary. A mutually agreed upon vendor, or its agents, shall be the sole administrator of employer contributions to the Section 401(a) Annuity Plan. Ongoing Contributions made by the Board to the Section 401(a) shall be subject to a vesting schedule. Teachers shall vest upon completion of their fifth (5th) year of continuous service to the North Judson-San Pierre School Corporation. Any teacher with less than five (5) continuous completed years of service will have no vested interest in the Ongoing Contributions made by the Board into the Section 401(a) account on the teacher's behalf. For purposes of this section, "continuous completed years of service" refers to and is calculated by the number of consecutive regular or temporary teacher's contracts (no more than one contract per school year) executed by the employee. Authorized leaves of absences shall not be considered to be a break in continuous employment. However, a teacher on an authorized leave of absence for one school year or more will not receive "completed years of service" credit for vesting purposes under this section for the time the teacher is on the approved leave of absence.

**ARTICLE VII
INSURANCE BENEFITS**

A. Group Life Insurance

1. The Board shall provide for teachers a group life insurance protection plan which shall pay the teacher's designated beneficiary the sum of fifty thousand dollars (\$50,000.00) in the event of death; and, in the event of an accidental death, a sum not less than two (2) times that amount shall be paid. The Board shall pay all premiums except for one dollar (\$1.00), which shall be paid by the teacher.
2. The policy shall further provide each teacher with all option to purchase additional term life at the same rate.

B. Group Health Insurance

1. The Board shall provide for teachers a group health insurance plan for a twelve (12) month period, which program shall provide full service individual and/or family type medical and hospitalization, which include surgical and major medical provisions. The Board shall pay the following amounts toward each medical plan through the plans 12-month period. Upon completion or termination of the current plan, the Board will contribute an additional \$29,000 towards employee insurance.

Amounts contributed through current plan:

a. Plan A Traditional Plan

Employee Plan	\$ 4,750.00.
Employee/Spouse Plan	\$ 9,225.00
Employee/Child	\$ 7,875.00
Family	\$15,425.00

b. Plan B HSA High Deductible Plan

Employee Plan	\$ 5,565.49
Employee/Spouse Plan	\$ 8,775.00
Employee/Child	\$ 7,625.00
Family	\$14,250.00

2. In the event of a married couple with dependent children who both work in the corporation as certified teachers, the Board agrees to pay one employee and one family plan based on the capped amount of the respective plan.
3. In the event of a married couple with NO dependent children who both work in the corporation as certified teachers, the Board agrees to pay the entire cost of two employee-only plans.
4. The Board shall provide for teachers a dental insurance plan for a twelve (12) month period. The Board agrees to pay all premiums except for one dollar (\$1.00), which shall be paid by the teacher. If the teacher desires to include any family members, the additional cost shall be charged to the teacher. In the event of a married couple with dependent children, who both work in the Corporation as certified teachers, the Board agrees to pay the cost of one family plan.

5. The Board shall provide for teachers a vision insurance plan for a twelve (12) month period. The Board shall pay all premiums except for one dollar (\$1.00), which shall be paid by the teacher toward a vision insurance plan for each teacher. If the teacher desires to include any family members, the additional cost shall be charged to the teacher. In the event of a married couple with dependent children, who both work in the Corporation as certified teachers, the Board agrees to pay the cost of one family plan.
6. The Board agrees to pay the same amounts toward Medicare supplemental insurance for members of the bargaining unit over 65 years of age and their spouses as it pays for regular insurance members of the bargaining unit who are under the age of 55. This Medicare supplement health insurance program shall be with the same company that provides the regular health insurance coverage of other members of the bargaining unit.
7. The Board agrees to pay part-time teachers half the insurance benefits.
8. All certified employees are covered under the provisions of the Workman's Compensation Act of the State of Indiana.

C. Excess Liability Insurance

The Board shall provide excess liability insurance coverage for personal vehicles for all teachers who use their personal vehicles while in the scope of their duties as employees of the School Corporation. This excess liability insurance coverage shall provide the following coverage:

1. The excess liability insurance shall provide coverage, in excess of the valid and collectible insurance the teacher may have on his or her own vehicle, up to the following limits:
 - a. \$100,000.00 per person;
 - b. \$300,000.00 per accident;
 - c. \$100,000.00 property damage.
2. If the teacher has no liability insurance on his or her own vehicle, the excess liability insurance shall provide coverage, in excess of the limits of the Indiana Financial Responsibility Act, up to the following:
 - a. \$100,000.00 per person;
 - b. \$300,000.00 per accident;
 - c. \$100,000.00 property damage.

D. General Information on Board-Paid Insurance Program

1. Teachers on leave shall have the option to continue any or all of the Board-paid insurance programs by paying the premiums themselves to the Board within thirty (30) days of the billing date.
2. Teachers who retire from the School Corporation shall have the option to continue any or all of the Board paid insurance programs, at each teacher's own expense, until they are eligible for Medicare. The premiums shall be paid directly to the School Board thirty (30) days before the billing date.

Note: In addition to any applicable COBRA benefits, an employee is eligible for retirement benefits if they meet any of the following qualifications:

- At age 65 with 10 years of service
- Between ages 60 and 64 with 15 years of service
- Between ages 55 and 59, if your age and service together totals 85

3. No insurance provided by the Board shall be altered in any manner without both the Board and the Association discussing such alteration.

E. Long Term Disability Insurance

1. The Board shall provide for teachers a long-term disability insurance plan for a twelve (12) month period. The Board shall pay the premium cost.
2. All corporation paid sick leave benefits will discontinue when the teacher becomes eligible for long-term disability benefits as specified by the insurance policy.

F. Section 125

The current program provided under Section 125 of the Revenue Act of 1978 shall be included as part of this agreement. The Section 125 vendor shall be mutually agreed upon.

G. Workman's Compensation

All certified employees are covered under the provisions of the Workman's Compensation Act of the State of Indiana.

ARTICLE VIII GRIEVANCE PROCEDURES

Grievances are limited to issues relating to breach of the collective bargaining agreement.

Any individual teacher or group of teachers within the bargaining unit may pursue adjustment through regular administrative channels. Such an attempt to secure adjustment will not prevent the filing of a grievance. In the event that a teacher, or group of teachers, or the Association believes that there is a basis for a grievance, the above said shall first discuss the alleged grievance with the building principal or immediate supervisor within thirty (30) working days of the time of the alleged violation of the contract. The grievant may be accompanied by an Association representative, if desired.

Step 1:

A written "Grievance Report" must be submitted to the Principal within ten (10) working days of the information meeting between the parties. A copy must be submitted to the Superintendent and Association at the same time. (see appendix.)

The Principal or his/her representative shall meet with the grievant within ten (10) working days of the filing of the Grievance Report. The Principal or his/her representative shall give his/her written response to the grievant within five (5) working days after the meeting, or at such time as may mutually agree, in writing, by both parties.

Step 2:

If the grievance is not resolved at Step 1, the grievant may, within five (5) working days of the receipt of the Principal's response appeal to the Superintendent by providing the grievance, along with supporting documentation to the Superintendent.

The Superintendent, or his/her representative, shall meet with the grievant within ten (10) working days of that receipt of the grievance and provide his/her written response to the grievant within five (5) working days after the meeting, or at such time as may mutually agree, in writing, by both parties.

Step 3:

Within ten (10) working days after receiving the decision of the Superintendent, an appeal from the decision may be made to the School Board. The Board may hold a hearing on the grievance at a regular or special meeting within twenty (20) working days and shall not consider any allegation, material, or remedy not previously disclosed.

The Board shall render its decision in writing to the grievant and the Association.

**ARTICLE IX
ATTESTATION**

IN WITNESS WHEREOF, the Board of School Trustees of the North Judson-San Pierre School Corporation, and the North Judson-San Pierre Classroom Teachers Association, by their duly authorized officers, and negotiation unit, hereunto set their hands to the foregoing Contract this 29th day of October, 2019:

**BOARD OF SCHOOL TRUSTEES OF
North Judson-San Pierre School Corporation**

**NORTH JUDSON-SAN PIERRE CLASSROOM
TEACHERS ASSOCIATION BY**

Derrick Stalbaum, President

Eric Gappa, President

Sandy Kersting-Rudd, Vice President

Susie Matzat, Association Member

Gerald Bacon, Secretary

Jim Menis, Board Member

Jeri Brewer, Board Member

Appendix A - Extra Curricular/Summer Athletic Pay Schedule

ECA Stipend Schedule 2019-2021

All Buildings	
School Leadership Committees	
Elementary Grade Level Leaders	\$500.00
Elementary School Improvement Committee	\$500.00
Jr-Sr High Department Chairperson	\$500.00
Jr-Sr High School Improvement Committee	\$500.00
School Improvement Chairperson	\$1,000.00
Elementary	
Academic Coaches	\$500.00
Competition Coordinator	\$200.00
Year Book	\$250.00
Academic Event Host	\$500.00
STAT Leaders	\$500.00
Jr-Sr High	
Academic Coaches	\$500.00
Cheerleader Coach	\$1,800.00
Cheerleader Assistant	\$850.00
Class Sponsor-Freshman	\$250.00
Class Sponsor-Sophomore	\$250.00
Class Sponsor-Junior	\$1,000.00
Class Sponsor-Senior	\$350.00
Sr High Competition Coordinator	\$300.00
Jr High Competition Coordinator	\$200.00
Academic Event Host	\$500.00
Musical	\$1,000.00
Music Director	\$2,000.00
National Honor Society	\$500.00
Pool Director	\$1,000.00
Science Olympiad	\$500.00
Student Council	\$1,500.00
Year Book	\$200.00
FFA Club Sponsor	\$5,000.00

WOMEN'S ATHLETICS

Women's Basketball	
Head Varsity	\$6,500.00
Varsity Asst	\$3,500.00
JV	\$3,500.00
8th Grade	\$1,800.00
7th Grade	\$1,800.00
6th Grade	\$1,050.00
Women's Golf	
Head Varsity	\$2,200.00
Women's Softball	
Head Varsity	\$4,000.00
Varsity Asst	\$1,700.00
Women's Track	
Head Varsity	\$3,000.00
Varsity Asst	\$1,450.00
Middle School Head	\$1,350.00
Middle School Asst	\$950.00
Women's Volleyball	
Head Varsity	\$4,000.00
JV	\$2,050.00
8th Grade	\$1,650.00
7th Grade	\$1,650.00
6th Grade	\$850.00
Co-ed Swimming	
Head Varsity	\$2,500.00
Varsity Asst	\$1,250.00
Middle School Swim	\$1,350.00
Middle School Swim Asst	\$950.00
Women's Tennis	
Head Varsity	\$2,200.00
Varsity Assistant	\$1,100.00

MEN'S ATHLETICS

Men's Basketball	
Head Varsity	\$6,500.00
Varsity Asst	\$3,500.00
JV	\$3,500.00
9th Grade	\$3,500.00
8th Grade	\$1,800.00
7th Grade	\$1,800.00
6th Grade	\$1,050.00
Men's Baseball	
Head Varsity	\$4,000.00
Varsity Asst	\$1,700.00
Co-ed Cross Country	
Head Varsity	\$2,500.00
Middle School Head	\$1,350.00
Men's Football	
Head Varsity	\$6,500.00
Asst Football	\$3,500.00
Asst Football	\$3,500.00
Asst Football	\$3,500.00
8th Head Coach	\$2,150.00
8th Head Asst	\$1,450.00
6th & 7th Head Coach (60%)	\$2,150.00
6th & 7th Asst Coach (40%)	\$1,450.00
Men's Golf	
Head Varsity	\$2,200.00
Men's Tennis	
Fall Head Varsity	\$2,200.00
Fall Varsity Asst	\$1,100.00
Men's Track	
Head Varsity	\$3,000.00
Varsity Asst	\$1,450.00
Middle School Head	\$1,350.00
Middle School Asst	\$950.00
Men's Wrestling	
Head Varsity	\$3,500.00
Varsity Asst	\$1,450.00
Middle School	\$1,500.00
Middle School Asst	\$950.00

Appendix B – Teacher Compensation Model

I. Salary Range

\$36,000 to \$64,460, not including current year increases or TRF contributions.

II. Base Salary Increases

A. 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 their prior year salary.
2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.

B. Factors and definitions

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
3. An Introductory teacher is classified as a teacher with 1-8 years of experience.
4. A Professional teacher is classified as a teacher with 9-20 years of experience.
5. A Veteran teacher is classified as a teacher with 21+ years of experience.

C. Distribution

1. Teachers employed in the corporation in the prior year will be categorized as follows:

Category	Base Pay Increase for Evaluation rating	Base Pay Increase for Experience
Introductory	\$400	\$400
Professional	\$400	\$200
Veteran	\$400	\$100

2. The Superintendent has the discretion to determine the salary of new hires into the corporation with the set range as follows:

Years of Experience	Salary Range
0-6	\$36,000 - \$41,999
7-14	\$42,000 - \$46,999
15+	\$47,000 - \$52,000

The Superintendent, after consulting with the association president, has the authority to pay a newly hired teacher with 15+ years of experience a salary of up to \$5,000 more than listed above based upon the needs of the district.

The foundation of the Compensation Model is based on the desire to attract teachers, retain teachers, sustainability based on revenue projections, and to be fair, transparent, and easily understood. Teacher performance will play a major role in affecting compensation. We also believe that experience is an important component to affecting compensation.

Appendix C - SEA 199 BUYOUT AGREEMENT

Effective Date: The following amendments are made to the Master Contract between the North Judson-San Pierre School Corporation and the North Judson-San Pierre Classroom Teachers Association, hereinafter the "Board" and the "NJSPCTA" respectively, and signed the 25th day of April, 2006. These amendments shall be effective with respect to any teacher retiring on or after July 1, 2006.

A. BUYOUT OF EARLY RETIREMENT BENEFITS

Elimination of Prior Agreement's Severance and Retirement Benefits—The Board and the Association specifically reserved the authority to revise or terminate the early retirement benefits contained in earlier Master Contracts. Exercising this authority, the Board and the Association now confirm that Article VIII (Severance Pay) and Article IX (Social Security Bridge) contained in the Master Contract immediately before this amendment's effective date are terminated and shall not apply to any teacher retiring from this school corporation on or after July 1, 2006.

1. Vesting Requirements:

A teacher shall be fully vested in the Severance Benefits described in Article VIII and the Social Security Bridge Benefit described in Article IX if the teacher is placed on permanent LTD and/or the teacher retires and has satisfied the following requirements:

- a. Has a minimum of ten (10) years of teaching service with the North Judson-San Pierre School Corporation.
- b. And is at least fifty-five (55) years of age.
- c. If a teacher dies prior to meeting the vesting requirements listed above, the teacher will be considered 100% vested upon his or her death and all assets in the teacher's retirement account(s) shall be given to their beneficiaries, or to their estate if there are no beneficiaries.

2. Actuarial Determination of Value of the Current Retirement Benefits- McCready and Keene, Inc. has been selected to determine the present value of the unfunded retirement benefits described in the Prior Agreement. In making this present value determination, McCready and Keene, Inc. shall use the following assumptions:

- a. **Interest Rate.** The assumed interest rate for the purpose of determining the present value is four percent (4%) in the first three (3) years of the plan, and seven and one-half (7.50%) each year thereafter. However, for post-retirement cash flow purposes, a four percent (4%) interest rate shall be used.
- b. **Retirement Age.** It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-eight (58), or at the end of the current school year, if the individual is already age fifty-eight (58) or older. If an employee does continue employment after the attainment of age fifty-eight (58), the employee does continue to receive all ongoing Board contributions to the annuity to which the employee is entitled.
- c. **Turnover Assumption.** The Turnover Assumption shall be calculated using one and one-half (1.5%) as agreed to on the Buyout summary sheet.
- d. **Mortality.** A mortality discount using Zero (0%) shall be applied as agreed to on the Buyout summary sheet.
- e. **Reduction for FICA.** The present value of future retirement benefits will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable by the teacher if the benefits would have been paid directly.

- f. **Projected Unused Accumulated Sick Leave.** Projected unused sick days, as calculated by McCready and Keene, Inc. and agreed upon on the Buyout summary sheet, shall represent the individual accumulated days as of June 30, 2006 plus a projected additional accumulation of three (3) days per year up to the year in which a teacher reaches the age of 58, but not to exceed a total of one hundred fifty five (155) days.
- g. **Exclusion of Employees.** Teachers hired after July 1, 2006 shall not be entitled to any payment for retirement benefits. In other words, no contribution shall be made for individuals whose first contractual day is after the effective date of this Retirement Buyout Agreement.
- h. **Retiree Health Insurance.** For purposes of calculating the value of the retirement health insurance found in Article IX. E. (Social Security Bridge) of the 2005-2006 Master Contract, the parties agree to use an assumed annual post-retirement group health insurance contribution of one thousand two hundred and thirty-five dollars (\$1,235.00). The parties assumed that the retiree received this benefit from the time of retirement until the date the retiree becomes eligible for full Medicare benefits. The present value of the retiree health insurance benefit was calculated assuming that teachers do not retire until the teacher has met the requirements outlined in Section 1, Vesting Requirements, above.
- i. **Rehired Employees.** Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the School Corporation after July 1, 2006. However, if the Board shall have approved a leave of absence of not more than one (1) fiscal year for an employee, such period of leave shall not result in forfeiture provided the employee shall promptly return to employment following the expiration of the period of leave.
- j. **Calculation Date.** The present value of the retirement severance benefits contained in the Prior Agreement shall be calculated as of June 30, 2005
- k. **Deposit Date.** Buyout amounts shall be deposited into the teacher's individual accounts on or before July 1, 2006.
- l. **Group Health Insurance - Immediately following retirement, the teacher, and his/her spouse, shall have the option of remaining in the Board's current group health insurance plan if all of the following conditions are met as of the date of retirement and thereafter:**
 - I. While the retired teacher, spouse and eligible dependents, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage.
 - II. Within ninety (90) days of the retirement date, the teacher has provided a written request to the Board for insurance coverage for the teacher, spouse and eligible dependents, if any.
 - III. When a retired teacher first becomes eligible for Medicare the teacher's eligibility to continue to participate in the Board's group health insurance plan shall terminate, if not earlier terminated according to applicable law. This same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare. It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

IV. Once this option is dropped the participant will no longer be eligible to participate in the program.

m. Using the above assumptions and the other assumptions contained on the buyout spreadsheet, McCready and Keene, Inc. shall prepare the present value calculations for each teacher and the contributions described herein shall be made into each teacher's Buyout Account as defined below in Section B, Buyout Contributions.

B. BUYOUT CONTRIBUTIONS (as calculated by McCready and Keene, Inc.)

1. **Social Security Bridge Benefit.** The school corporation shall contribute to teacher's individual Post Retirement VEBA (Voluntary Employee's Beneficiary Association) account as described in section 501(c)(9) of the Code, the amount equal to the present value of the Article IX(d), Social Security Bridge Benefit above.
2. **Health Insurance Benefit.** The school corporation shall contribute to a VEBA (Voluntary Employee's Beneficiary Association) account as described in section 501(c)(9) of the Code, that amount representing the present value of the benefit described above in Article IX (e).
3. **Severance Benefit for Unused Sick Days.** The school corporation shall contribute to a teacher's individual Post Retirement VEBA (Voluntary Employee's Beneficiary Association) account as described in section 501(c)(9) of the Code, that amount equal to the present value of the Projected Unused Accumulated Sick Leave benefit described above in Section A,2(f).

C. VOLUNTARY EMPLOYEE'S BENEFICIARY ASSOCIATION (VEBA)

The school corporation shall contribute the amounts calculated for the benefits in Section B. items 1, 2, 3 above, to a voluntary employee's beneficiary association ("VEBA") as described in section 501(c)(9) of the Code. The terms and conditions for the administration and operation of the VEBA shall be as follows:

1. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his/her account shall be invested among the investment options made available by the vendor for the VEBA.
2. Until such time that a teacher has retired and satisfied the eligibility requirement set forth in this Section, the teacher shall have no access to the assets held in his/her separate VEBA accounts.
3. If a teacher retires, or otherwise terminates employment, before satisfaction of the requirements set forth in this Section, the terminated teacher's VEBA account shall be forfeited. Teachers whose positions are eliminated by a reduction in force shall not forfeit their individual VEBA account assets until their rights to recall have expired. Teachers who are reduced and who are eligible for and fully vested in the retirement benefits buyout shall be entitled to all monies in his or her buyout at the time he or she is removed from the recall list. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value calculations. Therefore, the VEBA accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA account:
 - (i) Teachers who forfeited their VEBA accounts in the same year;
 - (ii) Teachers who previously forfeited their VEBA accounts; and
 - (iii) Teachers who have attained the age of fifty-eight (58) before the year of the reallocated forfeiture.

4. Following retirement and the satisfaction of the requirements set forth in this Section, a retired teacher may use the amounts held in his/her separate VEBA account to pay health insurance premiums, group term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the teacher, spouse, and dependents. Furthermore following the death of a teacher who had otherwise satisfied the requirements of this Section, any amounts remaining in the deceased teacher's VEBA account may continue to be used to pay these premiums and expenses of the teacher's spouse, and tax dependents. Should no tax dependents remain following the teacher's death, the account balances shall be paid as a taxable death benefit to the named beneficiaries. At no time, may the VEBA make loans to a teacher, his/her spouse, or his/her dependents.
5. The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

D. VENDOR

The single investment vendor for the VEBA buyout plans shall be mutually agreed upon.

E. TEACHERS RETIREMENT FUND

Upon retirement, the first \$2000 of retirement benefits shall be shown on the teacher's last contract as salary for Indiana State Teachers' Retirement Fund purposes as an amount paid in contemplation of retirement pursuant to IC 5-10.2-4-3.

F. ARTICLE X ANNUITY SAVINGS PLAN

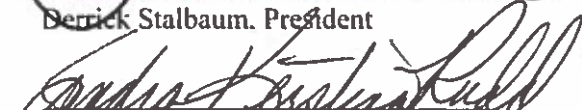
Article X (as amended below) shall remain in effect for all teachers employed for the 2005-2006 school year and who are part of the Buyout Agreement until it is replaced by a successor agreement agreed upon through collective bargaining.

ARTICLE IX
ATTESTATION

IN WITNESS WHEREOF, the Board of School Trustees of the North Judson-San Pierre School Corporation, and the North Judson-San Pierre Classroom Teachers Association, by their duly authorized officers, and negotiation unit, hereunto set their hands to the foregoing Contract this 29th day of October, 2019:

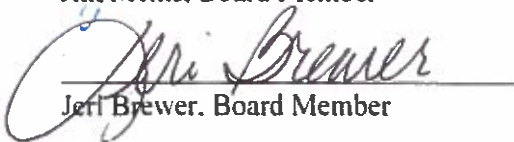
BOARD OF SCHOOL TRUSTEES OF
North Judson-San Pierre School Corporation


Derrick Stalbaum, President

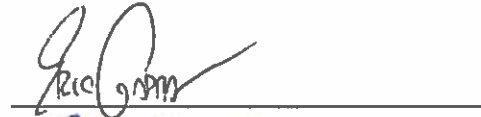

Sandy Kersting-Rudd, Vice President


Gerald Bacon, Secretary


Jim Menis, Board Member


Jeri Brewer, Board Member

NORTH JUDSON-SAN PIERRE CLASSROOM
TEACHERS ASSOCIATION BY


Eric Gappa, President


Susie Matzat, Association Member

