

AGREEMENT

Between

THE BOARD OF SCHOOL TRUSTEES

of the

JOHN GLENN SCHOOL CORPORATION

and

JOHN GLENN EDUCATION ASSOCIATION

2017 – 2018

2018 - 2019

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AGREEMENT

The contract entered into this 1st day of July 2017, by and between the Board of School Trustees of the John Glenn School Corporation and the John Glenn Education Association
WITNESSETH

ARTICLE I

Recognition

1.1 The Employer hereby recognizes the John Glenn Education Association as the exclusive representative of all teachers in the School Corporation.

ARTICLE II

Definitions

2.1 The word "Employer," as used herein, means the John Glenn School Corporation, Walkerton, Indiana, the superintendent of said School Corporation, his agents and representatives and/or Board of School Trustees, their agents and assignee(s).

2.2 The term "Teacher," when used herein, shall refer to all certificated Personnel employed on a regular or temporary contract but shall not include those who substitute on a day-to-day basis. Further, the following positions shall be excluded from the bargaining unit: Superintendent, Assistant Superintendent, Administrative Assistant, Principal, Assistant Principal, Athletic Director, Technology Coordinator, and Director of Adult Education. When a reference is made to male teachers in this Agreement, it also includes female teachers.

2.3 The word "Association," when used herein shall refer to the John Glenn Education Association (an affiliate of the Indiana State Teachers Association and the National Education Association) and shall include authorized officers, representatives, and agents.

ARTICLE III

Grievance Procedure

3.1 A grievance is defined as any difference that arises between the Employer and the Association or one or more employee(s), involving an alleged violation, misinterpretation, or misapplication of this agreement.

3.2 Nothing in this procedure shall affect the normal communication between the building principal and the aggrieved party in their discussion of any problem or potential problem which may exist.

3.3 Informal

Within ten (10) school days subsequent to the occurrence, or the time the teacher knew of the occurrence of facts giving rise to a grievance, the teacher and an Association representative(s), if the teacher so desires, may report the matter to the building principal for purposes of arriving at a mutually satisfactory solution to the complaint. In such case, the principal shall not consult with the teacher concerning the grievance until the arrival of such representative(s). In any case, the principal will meet with the teacher and his representative(s) and subsequently inform the grievant of his decision within seven (7) school days.

3.4 Stage I

In the event the decision of the principal is unsatisfactory to the teacher, the teacher and an Association representative(s), if the teacher so desires, may within five (5) school days after the principal informs the grievant of his decision or, in any event, not more than fifteen (15) school days subsequent to the occurrence, or the time the teacher knew or had reason to know of the occurrence of facts giving rise to a grievance, submit a formal grievance to the teacher's principal on the Stage I Grievance Report Form (See Appendix G) two copies of which shall be signed by the teacher and an Association representative and submitted to the principal. The principal shall acknowledge the receipt of the formal grievance by signing both forms returning one to the teacher, and retaining one for his files. The principal shall have a maximum of fifteen (15) school days during which he may attempt to resolve the grievance. Resolution of a problem at Stage I shall not establish a precedent unless signed by both the Association president and the superintendent or the superintendent's designee.

3.5 Stage II

If the complaint is not resolved to the satisfaction of the teacher at Stage I, the Association may submit the grievance to the superintendent or the superintendent's designee on the Stage II Grievance Report Form (See Appendix G). The Stage II grievance shall be submitted as soon as practicable after a determination has been made at Stage I. In no case shall the Stage II grievance be submitted more than twenty (20) school days after a formal grievance was submitted to the principal at Stage I. At Stage II the grievance shall contain a statement of the specific alleged violation(s), citing the Section(s) violated and the remedy sought. The superintendent or the superintendent's designee shall meet with the Association for the purpose of attempting to resolve the grievance. The superintendent or his designee shall indicate his disposition of the grievance in writing within twenty (20) school days of the submission of the grievance at Stage II. A copy of the written disposition shall be furnished to the grievant and the Association.

3.6 Step III

If the Association is not satisfied with the disposition at Stage Two, and/or the superintendent fails to respond within thirty (30) working days of the appeal of the grievance to Stage Two, the Association may submit a written appeal within ten (10) working days to the President of the Board of School Trustees. The President of the Board of School Trustees and the Association shall arrange a meeting with the Board to discuss the grievance prior to the Board's final decision. The Board of School Trustees will review the grievance, make its decision, and notify the Association within thirty (30) days. The decision of the Board shall be final.

ARTICLE IV Leaves of Absence

4.1 Personal Illness Leave

a. Each teacher who is absent because of personal or family illness will be allowed ten (10) days of sick leave per year for the first (1) year of employment and eight (8) days each year thereafter. Unused sick leave days and unused personal leave days (See Section 4.3) will accumulate as personal illness days and be credited for the teacher's use in future years up to the number of teacher days in a school year as defined on the annual teacher contract. Unused sick leave days and unused personal leave days accumulated by a teacher teaching for less than a full day or for less than a full school year shall accumulate

on a prorated basis rounded to the nearest half day (See Section 4.3). Teachers who have reached the maximum accumulation of personal illness days will receive in their last paycheck for the school year an amount equal to fifty dollars (\$50.00) for each day in excess of the allowable accumulation.

b. A teacher who teaches less than a full day shall be granted sick leave day's equivalent in length to his teaching day. A teacher who teaches less than a full school year will be granted sick leave days on a prorated basis rounded to the nearest half day.

c. Immediate family shall be interpreted as spouse, children, mother, father, or others in residence in the immediate household.

d. Teachers shall be given a written account of accumulated sick leave and personal leave on each paycheck.

e. Two (2) sick days per year may be taken in one-half (1/2) day increments in those cases where doctor's appointments cannot be obtained after working hours or on Saturdays. In such cases, the employees will give the administration a minimum of forty-eight (48) hours' notice, except in the case of emergency.

f. Teachers who have taught in another school corporation prior to coming to John Glenn School Corporation may transfer previously accumulated personal illness days to John Glenn after one (1) year of employment at the rate of three (3) days per year.

g. Classroom teachers on summer employment shall be eligible for one (1) additional sick leave day in addition to the number given during the regular school term. Teachers on summer employment shall be eligible to use sick or personal leave on the same basis as it is used during the regular school year.

h. Teachers suffering injury arising from unwarranted assault on their person while on a school assignment shall sustain no loss in salary by reason of their absence from such injury, nor shall such absence be counted against their accumulated sick leave, any payments to be made hereunder not to exceed sixty (60) school days by reason of any one (1) assault.

4.2 Sick Leave Bank

The Board agrees to establish a Sick Leave Bank in cooperation with the Association. The Sick Leave Bank is one in which participating teachers may borrow in case of personal illness to a maximum of twenty (20) sick leave days per teacher per year after exhausting their own accumulated sick leave and personal leave. If the need arises, the teacher may reapply for additional sick leave days and the Sick Leave Bank Committee shall make a decision on whether to grant said request. A statement by the attending physician verifying the nature of the illness or the disability shall be required of the certificated employee to borrow from the Sick Leave Bank.

a. To establish the bank, all participating teachers agree to donate two (2) of their own accumulated and credited sick leave days to the Sick Leave Bank.

b. The John Glenn School Corporation agrees to contribute a matching number of sick leave day's equivalent to the accumulated total of the participating teacher contributions.

c. Teachers must notify the Employer, in writing, of their intent to participate in the Sick Leave Bank on or before October 1st.

4.3 Personal Leave Days

a. Three (3) personal days shall be granted during the contractual year upon request to the building principal without loss of compensation for such absence. A reason must be given unless the employee considers it extremely personal to indicate otherwise. This request shall be made to the building principal and should be requested at least twenty-four (24) hours before the affected date except in an emergency (an event occurring within 24 hours of the start of the requested leave). Such personal leave days shall be allowed to accumulate to four (4) days. No more than three (3) such days can be used consecutively. Such unused leave shall be added to the accumulated sick leave days prior to the beginning of the next school year. The School Board and the Association mutually agree that personal leave days should not be used for the purpose of extending the length of scheduled vacations.

b. A teacher who teaches less than a full day shall be granted three (3) personal leave days equivalent in length to his teaching day. A teacher who teaches less than a full school year will be granted personal leave days on a prorated basis rounded to the nearest half day (See Section 6.1).

c. Teachers who require additional days of personal leave for reasons not included in this contract shall, upon written notification to the superintendent, be granted two (2) days for which they will sacrifice their daily salary for that period of time at the rate at which they have been contracted. Additional days without pay may be granted by the Board.

4.4 When a child is born to the spouse of a teacher, the teacher shall be granted a maximum of two (2) days paternity leave with pay. One day shall be used for the day of delivery and the other for release from the hospital.

4.5 When a child is adopted by a teacher, the teacher shall be granted a maximum of two (2) days adoptive leave with pay.

4.6 Teachers will be granted days with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon the approval of the Board.

4.7 Bereavement leave of not more than seven (7) consecutive calendar days shall be granted without reduction in pay for reason of leave immediately following a death in the immediate family of a teacher or of the teacher's spouse. The immediate family will include only the spouse, children, mother, father, sister, brother, grandparent, grandchild, in-laws, or others in residence in the immediate household. In case of multiple fatalities, a maximum of seven (7) consecutive calendar days may be taken. Those employees who are executors of a will involving the death of a member of the immediate family or who may have suffered the loss of a spouse may take their bereavement leave of five (5) school days in a non-consecutive manner. Emergency leave for a death other than the immediate family may be granted for periods of not more than two (2) consecutive school days upon request in writing to and approval of the superintendent.

4.8 Teachers serving on a jury will be paid the difference between their regular pay for regularly assigned teaching days on a per diem basis and the per diem pay received as a juror, provided evidence is received from the court bailiff as to the amount received for jury duty.

4.9 The Association president, or his/her designee shall be entitled to three (3) days each year for Association business without loss of compensation. Up to three (3) additional days may be granted at the discretion of the superintendent. The Association shall pay the cost of a substitute for the Association president, or his/her designee as a result of the use of any additional days of Association leave.

4.10 In cases of emergency, additional paid days (deducted from sick leave) may be granted at the discretion of the superintendent.

4.11 Family Leave

a. Pursuant to the Family and Medical Leave Act of 1993, teachers may take an unpaid leave of absence of up to twelve (12) weeks for the following purposes:

(1) for the care of the teacher's child (birth, placement for adoption, or placement for foster care);

(2) for the care of the teacher's spouse, son or daughter, or parent, who had a serious health condition; or

(3) for a serious health condition that makes the teacher unable to perform his/her job.

(4) For military exigency leave (i.e., when a family member is deployed to a foreign country) and/or military caregiver leave (i.e., caring for an injured or seriously ill service member or veteran).

Accrued paid leave including sick leave, personal leave and sick bank days shall be used concurrently with FMLA time off, when available.

ARTICLE V Fringe Benefits

5.1 Teachers authorized to use their own automobiles in pursuance of assigned school duties will be reimbursed at the rate allowed by the Internal Revenue Service (IRS).

5.2 The employer shall, during the term of this agreement, arrange to provide Group Life Insurance for teachers in the amount of fifty thousand dollars (\$50,000.00), double for accidental death, if the employee completes the necessary forms and pays the first one dollar (\$1.00) per year on the premium.

5.3 The John Glenn School Board shall provide health insurance benefits for all certificated employees. Part-time employees shall receive benefits to be paid in proportion to their employment.

a. All employees shall have the option of enrolling in a single health insurance plan including a major medical plan. The Board shall pay 70% of the total cost toward a single plan if the employee completes the necessary forms and pays the employee's share of the premium.

b. Any employee with dependents shall have the option of enrolling in a family health insurance plan including a major medical plan. The Board shall pay 60% of the total cost toward a family plan if the employee completes the necessary forms and pays the first one dollar (\$1.00) on the premium.

c. The Board shall pay an additional five hundred dollars (\$500.00) toward the cost of a single or family health insurance plan beyond the percentage payment set forth in 5.3(a) and 5.3(b).

d. An employee with ten (10) years of service who retires at age fifty-five (55) or later may keep his single or family health insurance in effect by paying the premiums in full until the employee becomes eligible for Medicare coverage. Premiums must be paid one (1) month in advance. (If retiree has at least sixteen (16) years of service in the John Glenn School Corporation, refer to Appendix G of this agreement for the description of benefits).

e. This plan is consistent with and complies with the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986.

5.4 The John Glenn School Board shall provide full payment, except for one dollar (\$1.00) to be paid by the employee, for a Long Term Disability Income Policy for all certified personnel with the following guidelines:

- a. 90 day waiting periods for sickness and accidents
- b. Maternity the same as any illness
- c. 66-2/3% of salary less social security offsets paid for each person in event of disability
- d. Maximum payable \$7,233 per month
- e. Benefits payable to age 65 and to conform with A.D.E.A.

5.5 The John Glenn School Board shall provide dental insurance benefits for all certificated employees. Part-time employees shall receive benefits to be paid in proportion to their employment.

a. All employees shall have the option of enrolling in a single dental insurance plan. The Board shall pay up to two hundred forty one dollars (\$241.00) if the employee completes the necessary forms and pays the first one-dollar (\$1.00) on the premium.

b. Any employee with dependents shall have the option of taking a family dental insurance plan. The Board shall pay up to five hundred six dollars (\$506.00) if the employee completes the necessary forms and pays the first one dollar (\$1.00) on the premium.

5.6 The John Glenn School Board shall provide vision insurance for all certificated employees. Part-time employees shall receive benefits to be paid in proportion to their employment.

a. All employees have the option of enrolling in a single or family vision insurance plan. The Board shall pay up to one hundred dollars (\$100) for a single plan, and up to one hundred thirty-nine (\$139) for a family plan if the employee completes the necessary forms and pays the first one dollar (\$1.00) on the premium.

5.7 The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. An amount not to exceed that allowed by law may be set aside by the employee for the selection of benefits including non-reimbursed medical and dependent care.

5.8 Any insurance and investment programs shall be selected jointly by the Board and the Association.

5.9 The Employer shall provide for payroll deductions for each employee who wishes to participate in jointly approved voluntary insurance or investment programs through the School Corporation. The board shall provide each employee the opportunity to participate in a voluntary tax-sheltered 403(b) program, consistent with the 403(b) Plan, adopted by the Board and agreed upon by the Association. The Board and the Association agree that the plan will not be changed without agreement in bargaining.

5.10 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.

a. Ongoing Contributions

The board agrees to maintain its existing qualified 401 (A) Plan as contained in the previous collective bargaining agreement. However, the parties agree to suspend any future contributions to that 401 (A) plan as of June 30, 2008 until such time as they may mutually agree to resume said contributions. Commencing with the 2008-2009 school year and continuing each year thereafter, the board shall contribute 1.25 percent to a qualified VEBA plan. Board contributions shall be based upon the teacher's salary as set forth in Appendix A, and Appendix B, and Appendix C, and outlined in Article VII of this agreement, of each school year with said contributions being deposited on a monthly basis.

Vesting in the 401 (A) Plan and VEBA Plan shall be as follows: At least five (5) years of consecutive years of teaching service in the school corporation from time of hire, but less than seven (7) years at thirty-three and one-third percent (33 1/3%); at least seven (7) years but less than ten (10) years at sixty-six and two thirds (66 2/3%); ten (10) years or greater at one hundred percent (100%). All amounts in which the teacher is not vested become property of the school corporation if the teacher leaves prior to being vested.

ARTICLE VI
Salaries

6.1 Salaries paid to teachers shall be those set out in the Compensation Model. The School Corporation shall pay directly to the Indiana State Teachers Retirement Fund the teachers' three percent (3%) contribution to the fund.

6.2 Teachers shall receive their salaries every other week on a twenty-six (26) pay period basis.

6.3 Association Dues

No later than ten school days prior to the first payday in October, the Association shall deliver to the Employer the names of teachers who authorized payroll deduction of Association dues or representation fees and the amounts so authorized. The employer shall deduct such sum in fourteen (14) equal payments, starting with the first paycheck in October.

6.4 If any such dues and/or fees are deducted by the Employer from the pay of any teacher and turned over to the Association and the teacher does not owe the same, the Association shall refund the employee in full and the Employer shall not be liable for any refund. Further, the Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of action taken or not taken by the Employer in reliance upon the list of teachers who authorized payroll deduction furnished to the Employer by the Association. Dues deducted shall be paid to the Association on a monthly basis with such payment to be made within five (5) days following the last payroll of each month in which dues are deducted.

6.5 The Employer will continue to make deductions from paychecks for tax-sheltered annuities, credit union, and insurance upon receiving written authorization from teachers.

6.6 Salary for a teacher's contract shall be calculated by dividing the teacher's base contract salary dollars by his base contract number of days to derive a daily rate.

6.7 Teachers participating in special grant programs beyond their regular pay shall be reimbursed as follows:

- a. Training or in-service shall be paid at the rate of eighteen dollars (\$18.00) per hour.

6.8 Teachers who drive school corporation buses to extracurricular events shall be paid at the same rate as school bus drivers. Teachers are not eligible to receive additional compensation for driving an activity bus or other corporation owned vehicle that does not require the driver to hold a commercial driver's license (CDL).

6.9 Any certified teacher who serves as a mentor for a teacher who holds an Initial Practitioner's license shall receive a six hundred dollar (\$600) stipend for each teacher mentored, with a maximum of two beginning teachers per mentoring teacher, per school year. If and when the State of Indiana provides a stipend for mentors, the designated amount and payment shall be made by the State of Indiana, not the John Glenn School Corporation. In no case shall a mentor receive less than six hundred dollars (\$600-) per beginning teacher mentored. A mentor shall receive this stipend on a one-time basis only, even if the mentoring relationship continues into a subsequent school year.

6.10 A teacher may choose to waive his contractual right to a continuous planning/preparation period in order to voluntarily accept an additional assignment for which he is certified. The teacher will be paid his hourly rate for such additional assignment.

6.11 Expanded Criminal History Background Checks - Consistent with the terms of I.C. 20-26-5-10, the Employer shall pay the cost of any and all expanded criminal history background checks that veteran teachers are required to undergo.

ARTICLE VII
Compensation Plan

7.1 Salary Range

- A. 2017-2018: \$36,000.00 to \$68,213.00
- B. 2018-2019: \$36,000.00 to \$68,513.00

7.2 Base Salary Increases

A. General Eligibility

- 1. Except as provided in Paragraph #2 below, a Teacher who received an overall evaluation rating of Ineffective or Improvement Necessary in the prior school year is not eligible for any salary increase and remains at his/her prior year salary.
- 2. Pursuant to I.C. 20-28-9-1.5 (d), a Teacher who is in the first two (2) school years of instructing students and who receives an overall evaluation rating of Improvement Necessary or Ineffective remains eligible for a salary increase.
- 3. A Teacher must earn a minimum of thirty (30) Teacher Leadership Points from July 1st to June 30th in the prior school year to be eligible for a salary increase.

B. Factors and Definitions

- 1. "Evaluation rating" – the Teacher received a Highly Effective or Effective overall evaluation rating for the prior year.
- 2. "Possess a content area Master's degree" – the Teacher has a Master's degree in a content area as defined by the Indiana Department of Education. Eligible content areas are any content area (as defined by IDOE) in which the teacher currently teaches or any other content area approved by the Superintendent.
- 3. "Year of Experience" – the Teacher worked at least one hundred twenty (120) days or more in a certified position for the school corporation during the prior school year.
- 4. "Additional Graduate Credit Hours" – graduate credit hours in a content area as defined by the Indiana Department of Education that were earned by a Teacher beyond the requirements for initial employment. Eligible content areas are any content area (as defined by IDOE) in which the teacher currently teaches or any other content area approved by the Superintendent.
- 5. "Teacher Leadership Points" – points may be earned by a teacher as the result of the assignment of one of the following instructional leadership roles:
 - a. Supervise a cadet teacher
 - b. Supervise a student teacher
 - c. Participate in creating the school improvement plan
 - d. Unpaid Tutor/Remediation/Enrichment
 - e. Prepare/Present Professional Development at school, district, state, or national level
 - f. Unpaid staff sponsor for academic club
 - g. Volunteer for after school and/or summer programs
 - h. Unpaid district wide committee
 - i. Develop and submit grant application
 - j. Participate in additional professional development
 - k. Act as Principal's Designee

1. Assume other duties as determined by the principal

One (1) contact hour of work by a teacher in these instructional leadership roles will entitle the teacher to earn one (1) instructional leadership point. These contact hours of work must occur outside of the scope of the regular teacher work day.

6. “Academic Needs of Students in the School Corporation” – Ensuring educational continuity for students by retaining Effective and Highly Effective Teachers whose salary is less than the minimum salary offered to Teachers newly hired for the current contract period.

C. Distribution (See Salary Schedules attached as Appendix A)

1. Teachers who were rated Effective or Highly Effective for the 2016-2017 school year move into the 2017-2018 Salary Schedule (Appendix A) in the column representing the Teacher’s current education credentials and in the row containing his/her 2016-2017 salary (or if no exact match exists, to the salary that is the closest to, but not less than, his/her 2016-2017 salary). This salary increase will be made retroactive to the first Teacher work day of the 2017-2018 school year and will become effective by no later than the date of the first pay in December of 2017. At that time, the Employer will make a lump sum payment to the Teacher in the amount of the salary increase representing the pay periods that have already taken place during the 2017-2018 school year. The Employer will pay the remaining amount of the salary increase to teachers by dividing the remaining amount equally among the remaining pay periods for the 2017-2018 school year.
2. As additional compensation for the 2017-2018 school year, any Teacher who will receive a salary increase of less than Five Hundred and 00/100 Dollars (\$500.00) for 2017-2018 under the terms of this Compensation Plan (including new hires) shall also receive a one-time stipend in an amount equivalent to the difference between the Teacher’s salary increase and Five Hundred and 00/100 Dollars (\$500.00). For example, if the Teacher will otherwise receive a base salary increase in the amount of Four Hundred and 00/100 Dollars (\$400.00), the Teacher will also receive a one-time stipend in the amount of One Hundred and 00/100 Dollars (\$100.00). ($\$500.00 - \400.00 Salary Increase = $\$100.00$ One-time Stipend). The Employer will pay this stipend to the Teacher on or before the date of the first pay in January of 2018.
3. A Teacher in the Bachelor’s column who satisfies the evaluation rating factor, but who does not possess a content area Master’s degree, will move down one (1) row in the Bachelor’s column. This provision is suspended during the 2017-2018 & 2018-2019 school years and will not result in any additional Teacher salary increases during either school year
4. A Teacher in a Master’s column who satisfies the evaluation rating factor, but who has not attained the requisite number of additional graduate credit hours in a content area, will move down one (1) row in that Master’s column. This provision is suspended during the 2017-2018 & 2018-2019 school years and will not result in any additional Teacher salary increases during either school year.
5. A Teacher in any column who satisfies the evaluation factor and who is in the first year of possessing either a content area Master’s degree or the requisite number of additional graduate credit hours in the content area beyond the

Master's degree (completed after January 1st of the preceding school year) will move laterally to the applicable Master's column, but remain in the same row. The Teacher must notify the Employer in writing of the attainment of the content area Master's degree or requisite additional graduate credit hours prior to the first teacher work day of the school year and provide such written verification as is requested by the Employer. This provision is suspended during the 2017-2018 & 2018-2019 school years and will not result in any additional Teacher salary increases during either school year.

6. The salary increase for moving down one (1) row in any column is:
 - a. Teachers in rows A-J (0-10 Years of Experience) 2%
 - b. Teachers in rows K-II (11+ Years of Experience) 1.5%
7. The salary increase for moving laterally one (1) column, but staying in the same row, is not more than Thirty-three Percent (33%) of the total salary increase.
8. For the 2018-2019 school year, the above stated provisions regarding Teacher movement on the salary schedule (both downward and laterally) are suspended. Instead, each eligible Teacher will receive a salary increase as follows:
 - a. Evaluation Rating (67%) \$200.00
 - b. Year of Experience (33%) \$100.00
 - c. This salary increase will be made retroactive to the first Teacher work day of the 2018-2019 school year and will become effective by no later than the date of the first pay in December of 2018. At that time, the Employer will make a lump sum payment to the Teacher in the amount of the salary increase representing the pay periods that have already taken place during the 2018-2019 school year. The Employer will pay the remaining amount of the salary increase to Teachers by dividing the remaining amount equally among the remaining pay periods for the 2018-2019 school year.

D. Redistribution

1. Any funds otherwise allocated for Teachers who were rated Ineffective or Improvement Necessary for the prior school year will be equally redistributed to all Teachers rated Effective or Highly Effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

E. Establishment of New Teacher Salaries

1. The minimum salary for new teachers hired for the 2017-2018 school year is Thirty-Six Thousand and 00/100 Dollars (\$36,000.00). For 2017-2018 only, any Teacher who worked for the Employer as a Teacher during the 2016-2017 school year at a salary amount less than the new minimum Teacher salary of Thirty-Six Thousand and 00/100 Dollars (\$36,000.00) will receive a salary increase based upon the Academic Needs of Students factor. The amount of this increase will be equivalent to the difference between the Teacher's salary for the 2016-2017 school year and the new minimum Teacher salary. A Teacher who receives the salary increase based upon the Academic Needs of Students factor will not receive any other salary increase for 2017-2018 under the terms of the Compensation Plan.
2. The Employer will place new hires on the Salary Schedule in the row and column that reflects his/her education and experience levels, with each row representing a year of creditable prior teaching experience.

3. In order for the Superintendent to have flexibility in hiring new teachers, the Superintendent may recommend that the salary for a new hire be supplemented by no more than Six Thousand and 00/100 Dollars (\$6,000.00). However, the salary for the new hire must nevertheless be set at an amount reflected in an existing row and column on the Salary Schedule.

7.3 Other Provisions

- A. The Parties have agreed that sixty percent (60%) of new monies will be made available for teacher salaries, fringe benefits (i.e., TRF, FICA, VEBA), stipends and insurance. This money will begin being paid by no later than the date of the first pay in December. A retroactive pay will be issued for the pay periods that have already taken place for the school year. The remaining amount will be divided equally among the remaining pay periods for the school year. The parties have agreed that the operation and effect of the foregoing language will be suspended during the 2017-2018 and 2018-2019 school years only.
- B. Beginning with the 2013-2014 school year, when the Employer hires a retired teacher, the teacher's pay shall be no more than Forty-Five Thousand and 00/100 Dollars (\$45,000.00) per year. If a retired teacher is hired, that teacher would not receive any additional compensation through any benefit package other than life insurance. Should a retired teacher work less than a full day, their compensation will be prorated based on a seven (7) hour work day.

ARTICLE VIII
Duration of Agreement

8.1 This agreement shall be effective as of July 1, 2017, and shall continue in effect until June 30, 2019. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the dates indicated.

8.2 No modifications shall be made to this agreement except through the negotiations process conducted between designated representatives of the Board and the Association.

This agreement is so attested to by the parties whose signatures appear below:

John Glenn Education Association

Board of School Trustees

President

President

Negotiation Chairperson

Date

Superintendent

Date

**APPENDIX A
2017-2018 & 2018-2019 SALARY SCHEDULE**

2017-2018 Salary Grid				
	Column 1	Column 2	Column 3	Column 4
	Bachelors	Masters	Masters +12	Masters +24
A	36,000	37,080	38,192	39,338
B	36,720	37,822	38,956	40,125
C	37,454	38,578	39,735	40,927
D	38,203	39,350	40,530	41,746
E	38,968	40,137	41,341	42,581
F	39,747	40,939	42,167	43,432
G	40,542	41,758	43,011	44,301
H	41,353	42,593	43,871	45,187
I	42,180	43,445	44,748	46,091
J	██████	44,314	45,643	47,013
K	██████	44,979	46,328	47,718
L	██████	45,653	47,023	48,434
M	██████	46,338	47,728	49,160
N	██████	47,033	48,444	49,897
O	██████	47,739	49,171	50,646
P	██████	48,455	49,908	51,406
Q	██████	49,182	50,657	52,177
R	██████	49,919	51,417	52,959
S	██████	50,668	52,188	53,754
T	██████	51,428	52,971	54,560
U	██████	52,200	53,766	55,378
V	██████	52,983	54,572	56,209
W	██████	53,777	55,391	57,052
X	██████	54,584	56,221	57,908
Y	██████	55,403	57,065	58,777
Z	██████	56,234	57,921	59,658
AA	██████	57,077	58,790	60,553
BB	██████	57,933	59,671	61,461
CC	██████	58,802	60,566	62,383
DD	██████	██████	61,475	63,319
EE	██████	██████	██████	64,269
FF	██████	██████	██████	65,233
GG	██████	██████	██████	66,211
HH	██████	██████	██████	67,205
II	██████	██████	██████	68,213

2018-2019 Salary Grid				
	Column 1	Column 2	Column 3	Column 4
	Bachelors	Masters	Masters +12	Masters +24
	\$36,000	\$37,080	\$38,192	\$39,338
A	\$36,300	\$37,380	\$38,492	\$39,638
B	\$37,020	\$38,122	\$39,256	\$40,425
C	\$37,754	\$38,878	\$40,035	\$41,227
D	\$38,503	\$39,650	\$40,830	\$42,046
E	\$39,268	\$40,437	\$41,641	\$42,881
F	\$40,047	\$41,239	\$42,467	\$43,732
G	\$40,842	\$42,058	\$43,311	\$44,601
H	\$41,653	\$42,893	\$44,171	\$45,487
I	\$42,480	\$43,745	\$45,048	\$46,391
J	██████	\$44,614	\$45,943	\$47,313
K	██████	\$45,279	\$46,628	\$48,018
L	██████	\$45,953	\$47,323	\$48,734
M	██████	\$46,638	\$48,028	\$49,460
N	██████	\$47,333	\$48,744	\$50,197
O	██████	\$48,039	\$49,471	\$50,946
P	██████	\$48,755	\$50,208	\$51,706
Q	██████	\$49,482	\$50,957	\$52,477
R	██████	\$50,219	\$51,717	\$53,259
S	██████	\$50,968	\$52,488	\$54,054
T	██████	\$51,728	\$53,271	\$54,860
U	██████	\$52,500	\$54,066	\$55,678
V	██████	\$53,283	\$54,872	\$56,509
W	██████	\$54,077	\$55,691	\$57,352
X	██████	\$54,884	\$56,521	\$58,208
Y	██████	\$55,703	\$57,365	\$59,077
Z	██████	\$56,534	\$58,221	\$59,958
AA	██████	\$57,377	\$59,090	\$60,853
BB	██████	\$58,233	\$59,971	\$61,761
CC	██████	\$59,102	\$60,866	\$62,683
DD	██████	██████	\$61,775	\$63,619
EE	██████	██████	██████	\$64,569
FF	██████	██████	██████	\$65,533
GG	██████	██████	██████	\$66,511
HH	██████	██████	██████	\$67,505
II	██████	██████	██████	\$68,513

Appendix B			
JOHN GLENN SCHOOL CORPORATION			
Extracurricular Salary Schedule			
Note: Number of positions are for reference only			
SCHOOL/ACTIVITY	Yrs (0-3)	Yrs (4-6)	Yrs 7+
	SALARY	SALARY	SALARY
HIGH SCHOOL			
Boys Varsity Basketball	5,749	6,036	6,339
Boys Varsity Assistant Basketball	2,873	3,016	3,169
Boys Junior Varsity Basketball	2,299	2,415	2,535
Boys Freshman Basketball	1,733	1,820	1,911
Girls Varsity Basketball	5,749	6,036	6,339
Girls Varsity Assistant Basketball	2,873	3,016	3,169
Girls Junior Varsity Basketball	2,299	2,415	2,535
Girls Freshman Basketball	1,733	1,820	1,911
Varsity Football	5,335	5,603	5,883
Assistant Football (4)	2,668	2,803	2,942
Freshman Assistant Football	1,190	1,249	1,310
Varsity Baseball	2,728	2,865	3,008
Varsity Ass't. Baseball	1,366	1,435	1,505
Junior Varsity Baseball	1,182	1,242	1,304
Junior Varsity Assistant Baseball	986	1,034	1,086
Boys Track	2,575	2,706	2,840
Boys Assistant Track	1,289	1,353	1,420
Boys Cross Country	1,427	1,498	1,573
Girls Track	2,575	2,706	2,840
Girls Assistant Track	1,289	1,353	1,420
Girls Cross Country	1,427	1,498	1,573
Wrestling	2,112	2,220	2,331
Assistant Wrestling	1,058	1,112	1,166
Boys Golf	1,427	1,498	1,573
Boys Assistant Golf	711	747	785
Boys Tennis	1,457	1,530	1,607
Boys Assistant Tennis	730	766	804
Girls Golf	1,427	1,498	1,573
Girls Assistant Golf	711	747	785
Girls Tennis	1,457	1,530	1,607
Girls Assistant Tennis	730	766	804
Girls Varsity Volleyball	2,728	2,865	3,008
Girls Junior Varsity Volleyball	1,366	1,435	1,505
Girls Freshman Volleyball	765	802	844

Girls Varsity Softball	2,728	2,865	3,008
Girls Varsity Assistant Softball	1,366	1,435	1,505
Girls Junior Varsity Softball	1,182	1,242	1,304
Girls Junior Varsity Assistant Softball	986	1,034	1,086
Boys Soccer	1,427	1,498	1,573
Boys Assistant Soccer	711	747	785
Girls Soccer	1,427	1,498	1,573
Girls Assistant Soccer	711	747	785
Strength and Conditioning	1,427	1,498	1,573
Chess Club	345	364	381
League of Extraordinary Falcons	492	515	542
Director of Instrumental Music	2,913	3,060	3,211
Asst. Dir. of Instrumental Music	1,457	1,530	1,607
Director Dramatic Productions	844	887	929
Director/Musical Productions (in lieu of one drama)	2,442	2,564	2,692
Musical Production Assistants BUDGET -	2,469	2,469	2,469
Stage Manager/Set Designer	695	729	765
Speech/Debate Sponsor	644	677	711
Vocal Music Director	1,045	1,099	1,154
Show Group Choreographer BUDGET	897	897	897
Senior Sponsors (2)	546	574	603
Junior Sponsors (2)	711	747	785
Sophomore Sponsor (1)	304	318	334
Freshman Sponsor (1)	304	318	334
Cheerleader Sponsor Fall (2)	873	898	927
Cheerleader Sponsor Winter (2)	1,095	1,121	1,150
Band-Color Guard	483	509	532
Band-Marching Instructor	483	509	533
Band-Wind Instrument Instructor	483	509	533
Band-Percussion Instructor	483	509	533
Yearbook	1,035	1,087	1,142
Student Council	500	524	552
FHA/HERO	384	403	422
FFA	422	442	465
Honor Society	306	322	337
French Club	306	322	337
Spanish Club	306	322	337
Art Club	306	322	337
SADD Sponsor	306	322	337
Anime Club Sponsor	306	322	337
Intramural Sports	422	442	465
Weight Room Supervisor	861	905	951

Varsity Club	268	283	296
Newspaper Sponsor (per issue; max. 6 issues)	154	161	170
Aerial Sponsor	922	968	1,016
Web Master (2 - JGHS & Admin. Bldg.)	414	435	456
Hoosier Spell Bowl Coordinator	146	155	161
Academic Competitions Coordinator	442	465	489
Academic Competitions Instructional BUDGET -	2,051	2,051	2,051
(135 Hrs. - 90 hrs. Academic & 45 hrs. Spell Bowl)			
Department Heads - (per person supervised, including department head - pay for teachers in more than one department will be prorated)	141	148	156
AP/CE Coordinator (if no released period provided)	1,875		
Anti-Bullying Club	306	322	337
MIDDLE SCHOOL			
Athletic Director	3,377	3,546	3,723
Head Football	2,400	2,521	2,647
*Assistant Football	1,190	1,249	1,310
*Boys 8th Grade Basketball A Team	1,225	1,288	1,351
*Boys 8th Grade Basketball B Team	788	828	870
*Boys 7th Grade Basketball A Team	1,225	1,288	1,351
*Boys 7th Grade Basketball B Team	788	828	870
*Girls 8th Grade Basketball A Team	1,225	1,288	1,351
*Girls 8th Grade Basketball B Team	788	828	870
*Girls 7th Grade Basketball A Team	1,225	1,288	1,351
*Girls 7th Grade Basketball B Team	788	828	870
Boys Track	995	1,046	1,099
Girls Track	995	1,046	1,099
Assistant Track	498	523	548
Wrestling	995	1,046	1,099
Wrestling Assistant	500	524	552
Golf	805	846	888
Assistant Golf	403	424	446
*Girls 8th Grade A-Team Volleyball	805	846	888
Girls 8th B-Team Volleyball	403	424	446
*Girls 7th Grade A-Team Volleyball	805	846	888
Girls 7th B-Team Volleyball	403	424	446
Voyager Club Sponsor	727	761	800
Hoosier Spell Bowl Coordinator	146	155	161
Academic Competitions Coordinator	285	298	314
Academic Competitions Instructional BUDGET -	1,821	1,821	1,821
(120 Hrs. - 75 hrs. Academic & 45 hrs. Spell Bowl)			
Vocal Music	881	925	972
Director of Instrumental Music	881	925	972

Ass't. Director of Instrumental Music	441	463	484
Cheerleader Sponsor Fall	267	282	294
Cheerleader Sponsor Winter	535	562	590
Tech Club	345	364	382
Yearbook	650	683	717
Student Council	500	524	552
Team Leader (per person supervised - including team leader, pay/teachers on more than one team - prorated)	141	148	156
Cross Country	995	1,046	1,099
Intramural Sports	650	683	717
SADD Sponsor	307	322	338
Web Master	414	435	456
Art Club	345	364	381
Director Dramatic Productions	474	498	523
National Junior Honor Society	225	235	245
ELEMENTARY			
*Boys Intramural Sports	650	683	717
*Girls Intramural Sports	650	683	717
*Boys 6th Grade Basketball (A Team)	922	968	1,016
*Boys 6th Grade Basketball (B Team)	493	516	543
*Boys 5th Grade Basketball (A Team)	922	968	1,016
*Boys 5th Grade Basketball (B Team)	493	516	543
*Girls 6th Grade Basketball (A Team)	922	968	1,016
*Girls 6th Grade Basketball (B Team)	493	516	543
*Girls 5th Grade Basketball (A Team)	922	968	1,016
*Girls 5th Grade Basketball (B Team)	493	516	543
5th and 6th Grade Cheerleader Sponsors	650	683	717
Elementary Volleyball	494	516	544
Hoosier Spell Bowl Coordinator	306	322	337
Math Bowl	306	322	337
Robotics Coach	306	322	337
Gifted/Talented Art	306	322	337
Web Master	414	435	456
Choir	500	524	552
General Music Performances	500	524	552
Gifted/Talented Coordinator	1,158	1,214	1,275
Student Council	307	322	336
Team Leader	300	300	300

APPENDIX C
SUMMER EMPLOYMENT
2017 - 2019

Note: Reference to Days and/or Hours is for informational purposes only

- 1. High School Band Director and Assistant High School Band Director**
 - A. Band Camp – 5 days – Daily rate as per salary schedule.
 - B. Position: Plan and implement a schedule of music practices and activities for instrumental music on a daily basis for a period of eight weeks. Plan and participate in various summer music contests, parades, socials, etc., as deemed educationally beneficial by the activity supervisor and the John Glenn administrative officers.
 - C. Band Director Salary \$ 5,899
 - D. Assistant Band Director Salary \$ 3,540

- 2. Instructional Recreation**
 - A. 60 hours of Tennis Clinic \$ 1,382
 - B. Boys Evening Recreation/Basketball \$ 1,382
 1. Three nights a week for eight weeks
 2. Time: 6:00 – 8:30 p.m.
 - C. Girls Evening Recreation/Basketball \$ 1,382
 1. Three nights a week for eight weeks
 2. Time: 6:00 – 8:30 p.m.
 - D. Girls Evening Recreation/Volleyball (60 hours) \$ 1,382

- 3. Basketball Clinic and Summer Baseball**
 - A. Boys Basketball Clinic \$ 691
 1. 10 days
 2. Three hours a day
 - B. Girls Basketball Clinic \$ 691
 1. 10 days
 2. Three hours a day
 - C. Summer Varsity Baseball \$ 1,382
 1. June 1 to July 16
 - D. 13 – 15 year old Baseball \$ 1,382
 1. June 1 – July 16

- 4. Weight Training Salary** \$ 1,382
 1. Three nights a week for eight weeks
 2. Time: 6:00 – 8:30 p.m.

- 5. Football Clinic Salary** \$ 691
 1. 10 days
 2. Two hours a day

- 6. Girls Volleyball Clinic Salary** \$ 691
 1. 10 days
 2. Three hours a day

- 7. Boys & Girls Soccer Clinic** \$ 691
 1. 10 days
 2. Three hours a day

APPENDIX D
JOHN GLENN SCHOOL CORPORATION
Walkerton, Indiana

CERTIFICATED EMPLOYEE SICK BANK ENROLLMENT FORM

I hereby voluntarily enroll in the John Glenn School Corporation's Certificated Employee Sick Leave Bank and do authorize the John Glenn School Corporation to permanently deposit two (2) of my sick leave days in the Sick Leave Bank. I do so with the following understandings:

1. My enrollment and two (2) day deposit makes me eligible to borrow from the Sick Leave Bank in the event that my own accumulated and current year's allotment of sick leave and personal leave days is completely exhausted.
2. When my employment with the John Glenn School Corporation is terminated, the days that I have deposited to the Sick Leave Bank are not returnable to me.
3. I understand that my eligibility to borrow from the Sick Leave Bank (in case my own accumulated sick leave including the current year's sick leave days is exhausted) is dependent upon my prior enrollment and deposit of two (2) days to said Sick Leave Bank. Certificated employees must enroll during the enrollment period or upon initial employment in the system.
4. I can borrow a maximum of twenty (20) days per year. In case of an emergency, additional days may be granted upon approval of the Sick Leave Bank Committee.
5. I am to repay borrowed days at the rate of five (5) per year, over a period of years, when I do return to active employment with the John Glenn School Corporation.
6. In the event of my death, my estate is not charged with days I owe to the Sick Leave Bank.
7. A statement by one or more doctors, possibly including one appointed by the Board, shall be required of the certificated employee to borrow from the bank.

Signature _____ Date _____

APPENDIX E
JOHN GLENN SCHOOL CORPORATION
Walkerton, Indiana

SICK LEAVE BANK APPLICATION AND AGREEMENT FORM
Official Request to Borrow Sick Leave Days from the Sick Leave Bank

Date _____ Beginning Date to Borrow _____

Due to a prolonged illness, I have now exhausted my current year's allotment of sick leave days as well as my accumulated sick leave days. Since all allotted sick leave days are presently exhausted, I hereby make official request to borrow from the John Glenn School Corporation's "Certificated Employees Sick Leave Bank" with full knowledge of the limitations and my obligation to repay said bank as per agreement.

I hereby request to borrow Sick Leave Bank days as needed within limitations of Board policy until my health permits me to return to active duty as a certificated employee with the John Glenn School Corporation.

My request to borrow sick leave days from the "Certificated Employee's Sick Leave Bank" is made with full knowledge of my obligation for repayment as follows:

1. I agree to repay the Sick Leave Bank at the rate of five (5) days per year over a period of years when I do return to active employment with the John Glenn School Corporation.
2. If my health permits me to return to active employment and for certain reasons I elect not to return to active employment with the John Glenn School Corporation or elect to accept employment elsewhere, I hereby agree to repay the John Glenn School Corporation for the Sick Leave Bank days I have borrowed from the John Glenn School Corporation's Certificated Employee's Sick Leave Bank in a cash amount equal to that paid my substitute during the time I borrowed from said Sick Leave Bank, but in no case more than I would have earned.
3. I further agree to repay this cash amount in total upon electing not to return to active employment (should my health permit) with the John Glenn School Corporation or at the rate of a cash amount equal to five (5) substitute days per year over a necessary consecutive period of years immediately following my health eligibility to return to active employment; health eligibility to be determined by appointed or approved physician.
4. I also agree that any amount of unpaid balance due by me after three (3) years on said repayment plan at the above stated rate per year shall become due immediately upon request by the John Glenn School Corporation.
5. In the case of continued disability or in the event of death, it is understood that my family or estate will have no obligation in regard to this agreement. Disability to be verified by Board approved or appointed physician.

Signed _____ Position _____

APPENDIX F
GRIEVANCE REPORT FORM
STAGE I

Name of grievant(s) _____

School _____

A. Date cause of grievance occurred _____

B. Position of grievant(s)

Signature of grievant _____

Signature of association representative _____

Date submitted _____

Signature of principal _____

(Acknowledging receipt of grievance)

Date received _____

Disposition _____

Date of disposition _____

Signature of principal _____

APPENDIX F
GRIEVANCE REPORT FORM
STAGE II

Name of grievant(s) _____

School _____

A. Date cause of grievance occurred _____

B. Statement of grievance _____

C. Section(s) of contract alleged to have been violated _____

D. Relief sought _____

Signature of grievant _____

Signature of association president or president's designee _____

Date submitted to the superintendent or the superintendent's designee _____

Disposition _____

Date of disposition _____

Signature of superintendent or superintendent's designee _____

APPENDIX F
GRIEVANCE REPORT FORM
STAGE III – BOARD MEETING

Name of grievant(s) _____

School _____

A. Date cause of grievance occurred _____

B. Statement of grievance _____

C. Section(s) of contract alleged to have been violated _____

D. Relief sought _____

Signature of grievant _____

Signature of association president or president's designee _____

Date submitted to the President of JGSC Board of Trustees _____

Meeting held on _____

Disposition _____

Date of Disposition _____

Signature of JGSC Board President _____

APPENDIX G
(Formerly Article 12)

Buyout of Separation Benefits

Section A. Modification of Separation Benefits

The parties acknowledge that through the process of collective bargaining, the Board became obligated to pay certain retirement and/or severance benefits to teachers who meet the negotiated eligibility requirements. The parties further acknowledge and agree that most, if not all of those obligations were at one time unfunded and represented a potentially serious financial burden to the Board which might have been forced to lay off teachers, curtail or eliminate programs, or both in order to meet those unfunded obligations. In keeping with the authority granted by PL 217, the Board and Association specifically reserved the authority to revise or terminate the separation benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that Appendix G titled "Separation Benefits" of the prior agreement is now terminated and shall not apply to any teacher retiring or severing employment with the school corporation on or after June 1, 2008. Those teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement unless modified by this agreement.

Section B. BUYOUT OF SEVERANCE BENEFITS

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

1. The assumed interest rate for the purpose of determining the present value shall be four (4) percent for the first two (2) years and seven (7) percent in subsequent years.
2. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age sixty (60), or at the end of the current year if the individual attains age sixty (60) or older. If an employee continues employment after the attainment of age sixty (60), the employee continues to receive all ongoing board contributions to the VEBA, and the employee does continue to share in any future forfeitures of 401 (A) and VEBA accounts.
3. The Board's contribution to the annual post-retirement single health insurance premium will be the present value of \$1865 and family health insurance premiums will be the present value of \$3723. The Board's contribution to the annual post-retirement health insurance premium for those employees age 30 or more who were not a part of the group health insurance program at the time of this buyout will be the present value of \$930.
4. Employees hired after June 30, 2002 shall not be entitled to any payment for the eliminated retirement benefits.
5. Amounts forfeited upon termination of employment because of the failure to meet applicable vesting requirements (age 55 and 16 years of service at John Glenn School Corporation, take formal retirement from John Glenn School Corporation, and qualify for full retirement from the Indiana State Teachers Retirement Fund) shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation.

However, if the Board approves a leave of absence for an employee or while the employee remains on the RIF list, 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.

6. The present value of the retirement plan under the prior agreement shall be calculated, effective as of April 30, 2008.

7. The money shall be deposited in each teacher's individual account no later than October 1, 2008.

8. The UP 1994 mortality table shall be used.

9. The Sarason T-3 termination assumption table shall be used to determine the termination assumption rate.

10. The other assumptions to be used shall be as found in the Live Tool Model developed by Educational Services Corporation and as agreed to by the parties, a hard copy of the input and summary page being attached hereto.

11. To confirm the accuracy of the underlying information to be used in present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to the following information as of June 30, 2008. Educational Services shall assist in the preparation of this verification sheet for each teacher. However, the Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board within fifteen (15) days of receipt as final calculation will be prepared and the contributions hereinafter described will be commenced after such date. Corrections not returned to the Board after the fifteen (15) day period shall be disregarded.

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

Errors in the data or formula found within thirty (30) days of the deposit will be corrected by re-distributions of the funds except for an amount less than one thousand dollars (\$1,000). The parties agree that the maximum amount that the school corporation shall pay for the buyout under this Section B shall not exceed the sum of \$729,725.

12. Buyout Contributions

a. VEBA. The school corporation shall contribute to a voluntary employee's beneficiary association (VEBA) as described in section 501 c (9) of the Code, that amount representing the present value of all benefits as calculated for all employees under Subsection B above. This benefit shall be deposited with the single investment vendor for the VEBA selected by the association and board. The terms and conditions for the administration and operations of the VEBA shall be as follows:

(1) The amount calculated for each employee will be invested in a separate account. For those employees who are married to another employee covered by this collective bargaining agreement and receiving health insurance buyout dollars, the amount deposited in each married employee's account will be divided equally. Any spouse hired after June 30, 2002 will not be entitled to any payment for the eliminated retirement benefits. There will be no commingling of accounts and each employee may determine how his or her

account shall be invested among the investment options made available by the vendor for the VEBA.

(2) Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Appendix, the employee shall have no access to the assets held in his or her separate VEBA account.

(3) If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be calculated at the end of each plan year only among the remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by Educational Services in initially determining the present value calculations. Therefore, VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account.

- (i) Employees who forfeited their VEBA accounts in the same year;
- (ii) Employees who previously forfeited their VEBA accounts;
- (iii) Employees who have attained the age of sixty (60) and terminated employment in or before the year of reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of sixty (60), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

The forfeiture amounts as calculated herein shall be deposited into each individual's account October 1 of each year.

(4) Following retirement and the satisfaction of the requirements set forth in this Appendix, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. Any amounts not distributed to or for the benefit of the employee, spouse and/or dependents shall be provided as a taxable cash benefit to a named beneficiary. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.