

**UNION COUNTY / COLLEGE  
CORNER JOINT SCHOOL  
DISTRICT**

**AND**

**UNION COUNTY  
TEACHERS' ASSOCIATION  
MASTER CONTRACT**

**July 1, 2021 –June 30, 2023**

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## **Article I - Preamble**

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This agreement is entered into this 1st day of July 2021, by and between the Union County/College Corner Joint School District, hereinafter called "Employer," and the NEA-Union County Teachers' Association, hereinafter called the "Association." (Contract ratified by the NEA-Union County/College Corner Joint School District Teachers' Association on October 21, 2021 and ratified by Union County/College Corner Joint School District School Board, November 8, 2021.)

## **Article II - Recognition**

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### ***A. ASSOCIATION RECOGNITION***

The Employer recognizes the NEA-Union County as the exclusive bargaining representative for all certificated contractual employees of the Employer for the duration of the Agreement, except the Superintendent of Schools, Assistant Superintendent, Principals or Assistant Principals, Administrative Assistants, Director of Information Technology, and Athletic Directors who have no teaching responsibilities.

### ***B. EMPLOYER RECOGNITION***

The NEA-Union County/Teachers' Association recognizes the School Board of the Union County/College Corner Joint School Board of Education as the school employer.

## **Article III - Payroll Deductions**

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### ***A. PAYROLL DEDUCTIONS***

Upon appropriate written authorization from the teacher, the Employer shall deduct from the salary of any teacher and make appropriate remittance for annuities, health and life insurance, long term or short-term disability insurance, health savings account, salary or wage related benefits and other deductions as mutually agreed upon by both parties. Those who have executed this authorization are entitled to one change in status in the alterable programs, which must be made at a mutually agreed upon mid-point in each school calendar.

## **Article IV - Leaves**

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### ***A. BEREAVEMENT LEAVE***

Upon the death of a member of the teacher's immediate family, a teacher requesting a leave will be granted up to five (5) school days to commence on the day after death unless the teacher does not report for work that day. In that case, the day of death shall be counted as the first day. Immediate family is defined as grandparent, grandchild, father, mother, brother, sister, spouse or child and a similar relationship established by marriage, or any other person who is living in the teacher's household.

Upon the death of a member of the teacher's extended family, a teacher requesting a leave will be granted up to one (1) bereavement day for extended family. Extended family is defined as aunt, uncle, niece, nephew, cousin, and a similar relationship established by marriage. A teacher may be granted additional bereavement days at the Superintendent's discretion.

**B. JURY DUTY LEAVE**

When a teacher is called for jury duty, he/she shall continue to draw full teaching pay, provided the teacher agrees to return all jury duty pay to the Employer.

**C. MATERNITY LEAVE**

Maternity leave may be taken by a teacher at the discretion of the teacher and her physician. Length of each leave will be determined on an individual basis, without discrimination. All or any part of a teacher's accumulated sick leave may be used while on maternity leave. A doctor's statement must be furnished to verify disability.

**D. PERSONAL LEAVE**

Two (2) days of personal leave shall be granted each year. Personal leave may accumulate to four (4) days. No more than two (2) days may be taken consecutively without permission of the Superintendent. The Employer shall be notified two weeks in advance if personal leave will be used to extend school breaks or holidays. Any unused personal leave days shall be accumulated to sick leave.

**E. PROFESSIONAL LEAVE**

Upon request to the Superintendent, each teacher shall be granted one day per school year to observe the work of another teacher or to attend a professional conference, meeting, or workshop, which is directly related to the teacher's specific teaching assignment.

This time is not deducted from sick or personal leave and the salary of the substitute teacher shall be paid by the Employer.

**F. SICK LEAVE**

Teachers will be granted fifteen (15) days of sick leave per year. Fifteen (15) of the fifteen (15) days per year may be used for emergency leave for necessary absence on the part of a teacher due to serious illness of grandparent, grandchild, father, mother, brother, sister, spouse, or child and similar relationship established by marriage. After the fifteen (15) days of family illness have been taken each year, a teacher may ask for additional days beyond the fifteen (15) to be used for family illness if the need still exists. The decision on the part of the superintendent to grant or not grant additional days is final.

A sick leave cap of two hundred (200) accumulated days will be implemented for all teachers hired after the 1998-99 school year.

Each teacher having two hundred one (201) or more sick days accumulated as of April 1, 1999, can either choose two hundred (200) accumulated days as his/her sick leave cap or maintain his/her balance of accumulated sick leave as of April 1, 1999, as his/her own personal cap.

a. Any teacher who has accumulated over two hundred (200) days as of April 1, 1999, but less than two hundred fifty (250) days will receive \$40.00 for each day above the two hundred (200) day cap or his/her own personal cap.

b. Any teacher having over two hundred fifty (250) days will be reimbursed for one-third (1/3) of those days per year at \$40.00 per day until the number of days of accumulated sick leave days reaches two hundred (200).

c. Upon retirement, a teacher will receive any balance owed of remaining days over the two hundred (200) day cap or above his/her personal cap.

d. Any teacher having two hundred (200) or fewer sick leave days accumulated as of April 1, 1999, will be capped at two hundred (200) accumulated days.

e. Each year, each teacher who has days accumulated above his/her cap will receive \$40.00 per day for each day accumulated above his/her cap. This reimbursement is payable in the final pay of June for each year that a teacher qualifies to receive it.

Teachers hired after January 1, 2012 will be granted ten (10) days of sick leave per year. Ten (10) of the ten (10) days per year may be used for emergency leave for necessary absence on the part of a teacher due to serious illness of grandparent, grandchild, father, mother, brother, sister, spouse, or child and similar relationship established by marriage. After the ten (10) days of family illness have been taken each year, a teacher may ask for additional days beyond the ten (10) to be used for family illness if the need still exists. The decision on the part of the Superintendent to grant or not grant additional days is final.

A sick leave cap of ninety (90) days will be implemented for all teachers hired after January 1, 2012.

***G. MILITARY LEAVE***

When a teacher is called to military duty, such as Army Reserve or National Guard, he/she shall be granted a leave of up to fifteen (15) school days each year. Per the Uniformed Services Employment and Reemployment Rights Act of 1994, health insurance coverage is terminated the date the member enters active duty. Dependents of those in active military service may stay on the plan.

***H. COURT LEAVE***

Court leave with pay shall be granted to teachers for the time necessary to make an appearance as a subpoenaed witness in any court proceeding for school-related matters at the discretion of the Superintendent. Any absence as the result of a subpoena unrelated to school business will require the use of a personal day. Absences due to being subpoenaed for a legal action not against the school corporation, or a school-related matter approved by the Superintendent, will not be factored into the Teacher Effectiveness Rubric.

***I. RETURN FROM LEAVES***

Upon returning from a leave of absence, a teacher shall be returned to a position that the teacher is certified to teach.

***J. COVID-19 LEAVE***

For the 2021-2022 and 2022-2023 school years, the teachers shall be granted an extra ten (10) sick days each year to be used only COVID-19 related absences as noted in the FFCRA Qualifying Reasons for Leave Related to COVID-for19.

**Article V - Sick Leave Bank**

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***A. PURPOSE***

The purpose of the Sick Leave Bank is to relieve teachers from undue financial burdens as a result of an absence from work due to illness, injury, or incapacitation sufficiently severe to make their presence in school inadvisable. It shall be a continuous, year-to-year entity.

**B. ELIGIBILITY AND PARTICIPATION**

Any teacher employed by the Union County/College Corner Joint School District shall be eligible to become a member of the Sick Leave Bank.

**C. MEMBERSHIPS AND DONATIONS**

1. The Bank shall be formed by voluntary participation and voluntary donations of one (1) personal sick leave day by teachers who then become members, after signing an authorization form to withdraw days as per this contract agreement.

The initial period for donation to the Bank shall be the thirty (30) working days following the opening of each school year.

2. New teachers may become members and, if so, they will contribute for the first time. The donation must be made within thirty (30) working days following the date of employment.
3. Teachers may make voluntary donations during their working career or at retirement of up to a total of 50 sick days to the bank by filling out an authorization form and submitting it to the Sick Bank Chair, the Association President, and the Superintendent. Mandatory assessments do not count toward the 50 day voluntary limit for donations.
4. Teachers currently employed may become members by paying all back assessments that would have been paid had the teacher joined the Bank when that teacher first had the opportunity to join.
5. All donated days lose their identity and become property of the Sick Leave Bank. Each donated day will equal that of a day used by a teacher who requests Sick Leave Bank days (one day for one day).
6. Teachers who have withdrawn days from the Bank shall repay at least one day per year in order to remain a member in good standing. Teachers may choose to repay more than one day per year. Repayment will begin with the school year immediately following the year of withdrawal from the bank.

**D. BENEFITS**

The maximum number of days that may be granted per teacher shall be twenty- five (25) days per school year.

**E. USE OF BANK AND PROCEDURES**

1. Written application by the teacher or member of the teacher’s family accompanied by a physician’s certificate stating the nature and estimated length of the disability and prognosis of the teacher’s condition shall be submitted to the chairperson of the Sick Leave Bank Committee and the Superintendent.
2. The applicant must be a member of the Sick Leave Bank.
3. The Bank may be used only by the contributor for his or her personal illness.

4. Days from the Bank may be used only for those working days that the individual contributor is contracted during the regular school year.
5. The applicant must use all available sick leave and personal days before application for use of the Sick Leave Bank will be approved by the Sick Leave Bank Committee.
6. Application shall be acted upon by the entire Committee, and any positive decision must be by a majority vote of the Committee. The chairperson shall inform the applicant or, where advisable, a member of the family, of the decision of the Committee. The decision of the Sick Leave Bank Committee shall be final.
7. The chairperson shall report any positive Committee decision to the treasurer in writing. This written document must be in terms of days to be deducted.
8. A minimum of twenty-five (25) teachers participating in the Sick Leave Bank will be required to implement the Sick Leave Bank. If at any time, the number of participants falls below twenty-five (25) the operation of the Bank will be discontinued following use of the days remaining in the bank.

***F. ADMINISTRATION OF THE SICK LEAVE BANK***

1. The administration of the Sick Leave Bank shall be the responsibility of the Sick Leave Bank Committee. This committee will be composed of a representative of the administration to be determined by the Superintendent, and one teacher representative from each of the elementary schools, the middle school, and high school. The teacher representatives are to be appointed by the association president. The Committee will select the chairperson.
2. Central Office personnel will present new employees with a written authorization form to allow a sick day deduction and enrollment in the Sick Bank.
3. Central Office personnel will deduct one sick leave day from each new enrollee and add the total to the existing balance of the Sick Leave Bank.
4. Central Office personnel will also deduct any repayment days due from employees who owe days to repay days used.
5. After the deductions for new enrollees have been made and after the repayment of days owed have been added to the account balance, a statement will be issued to the Sick Leave Bank Committee showing the new account balance. Steps 3, 4, and 5 will be completed by November 15<sup>th</sup> of each year.
6. By June 15<sup>th</sup> of each year, the Chairperson of the Sick Leave Bank Committee and an officer of the Association shall meet with the appropriate member of the Central Office staff to reconcile the number of any withdrawals that have been made during the year from the Sick Leave Bank Account and to compile an end-of-year account balance.
7. Copies of the final report showing the end-of-year account balance and all activity affecting the fund will be provided to the Superintendent and the President of the Association.



8. At such time as the Sick Leave Bank account falls below twenty (20) days, an obligatory assessment of one (1) sick leave day shall be made upon all current members of the Bank who have personal sick days. For those who have used all sick leave days, such assessment may need to be made the following year in order to balance the account.
9. If a member of the Bank retires, resigns, or for other reasons leaves employment before the repayment to the Bank has been completed, the debt shall be waived.

## **Article VI - Salary**

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### ***A. PAY PERIODS***

Basic salaries for teachers shall be paid in twenty-six (26) payments. A teacher has the option of drawing the final June, July, and August payments at one time or deferring payments throughout June, July, August by notifying the Superintendent's office prior to the first teaching day per IRS Code 409A. Teachers not returning for the following year and teachers on a federal program will be paid the balance of their contract in the last pay in June.

### ***B. EXTRA-CURRICULAR ACTIVITIES***

Performance of an extra-curricular assignment may be evaluated, but such evaluation shall not be used in the formal teacher evaluation process. Salaries for all paid ECA shall be determined by an index. Said index will be applied against the ECA Grid (see the grid in Appendix A, Extra- Curricular Positions attached.) B.A. degree no experience level in the teacher's salary schedule for the first year of certified staff's assignment. The pay for a certified staff member currently employed in an extra-curricular position will increase by one year's experience (on the Grid attached) B.A. degree level for each year's experience at the same ECA position up to a maximum of five years' experience. BA degree no experience salary used in the above calculation shall be the one in effect at the beginning of each school year and shall prevail during that school year. The index amount for such duties shall be in accord with the attached Appendix A. Beginning with the 13-14 school year, new hires to an extra-curricular position will be paid at the index level based on ECA Step 0 on the ECA Grid attached, applied to the BA degree no experience but will not receive experience increases.

### ***C. SALARY SCHEDULES***

Any teacher new to the district will receive an initial salary that mirrors a current teacher based on years of experience and education. A mirrored salary is a salary with the same degree level (BA or MA) and within one year of experience. An exception for a new hire's placement may only occur if there is mutual agreement between the Association bargaining chairperson or his/her designee and the Superintendent. All other salaries are set by the Compensation Plan.

### ***D. RETIREMENT CONTRIBUTIONS***

The Board agrees to pay the three percent (3%) teacher retirement contribution directly to the Indiana Public Retirement System (INPRS) Fund or the Ohio State Teachers Retirement Fund (whichever applies to each individual teacher) for payment of the teacher's share of the retirement contribution.

### ***E. SUPPLEMENTAL CONTRACTS CALCULATION OF PAY***

The teacher's daily rate for supplemental contracts shall be his/her annual salary on the salary schedule divided by 184 contract days. Hourly rate for summer school is 1/6 of the teacher's individual daily rate.

## Article VII - Retirement Pay

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1. The school corporation shall establish an Internal Revenue Service qualified retirement plan. All teachers employed at the time of the signing of this agreement are immediately vested in this program; all teachers hired after June 1, 2004, will be vested in these individual retirement accounts after five years of service. The contributions will be placed into accounts quarterly and will be fully paid by September 30<sup>th</sup> of the next school year. This contribution account cannot be commingled with other retirement accounts, but each teacher may determine how his or her account shall be invested among the options made available by the vendor.
2. The retirement contribution for placement into the individual teacher's retirement account will equal two and one-half percent (2.5%) of the teacher's annual salary.

## Article VIII - Buy-Out Plan

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### A. ENTITLEMENT & VESTING

Upon retirement from Union County / College Corner Joint School District, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has at least fifteen (15) years of experience in this school corporation, retires at or after the age of fifty-five (55), and has at least nineteen (19) years of total experience. Teachers hired after January 1, 2004, shall not be entitled to any payment for the eliminated retirement bridge or severance benefits. Amounts forfeited upon resignation prior to meeting applicable vesting requirements shall not be re-credited if an individual is re-employed by the school corporation; however, an approved leave of absence will not result in forfeiture if the teacher returns to employment following the expiration of the period of leave.

### B. ACTUARIAL DETERMINATION

The actuarial assumptions used in devising this retirement buy-out are charted in summary form below.

Initial interest	4%
Eventual interest	7%
Assumed retirement age	56
Bachelor's base salary	\$27,697
Salary inflation rate	2.5%
Years of service excluded	5
Recent hires annual amount allowance	\$200
Annual sick day accruals	3
Mortality and termination assumptions	Included
FICA	Retained on participants' payments only

Each teacher will have an opportunity to confirm the accuracy of the underlying information used to calculate the value of his or her retirement pay and bridge buy-out contribution.

### C. BUY-OUT CONTRIBUTIONS

For each employee included in this buy-out plan, 50% of the total contribution will be placed in a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9), and the remaining 50% of the total contribution will be placed in a standard 401(a) or 403(b) account. A teacher will have no direct access to either account until that individual has retired after having satisfactorily attained the eligibility criteria specified above; however, each employee may determine

how his or her account shall be invested among the investment options provided by the vendor.

**D. FORFEITURE ADJUSTMENTS**

Contribution amounts forfeited by death or turnover shall be reallocated at the end of each plan year (on or after June 1<sup>st</sup>) among the then remaining employee accounts. This redistribution shall occur in a manner similar to that used initially in determining the present value calculations. Those who will not share in the reallocation include those who forfeited their accounts in the same year, those who previously forfeited their accounts, or those who terminated employment in or before the year of the reallocated forfeiture. If an employee dies before eligibility for retirement, his or her contribution is included in the next year's forfeiture adjustments. If an employee dies after eligibility for retirement, the account balance is distributed to his or her identified beneficiaries or estate.

**E. CONTINUATION OF INSURANCE IN RETIREMENT**

Certified staff members qualifying for retirement from Union County/College Corner Joint School District as described in Section C of this Article, may elect to continue their current hospitalization insurance with the corporation group plans until such time as they become Medicare eligible (employee and/or spouse).

Retired employees, after working in a school system for a period of no less than fifteen (15) years, with nineteen (19) years of experience or an employee who is disabled while under contract, will be allowed the option of buying into the health insurance plan.

- a. The teacher shall pay the monthly cost of each full year's premium by the first of the month.
- b. Individuals electing this option of insurance continuation must do so in writing within 90 days of the retirement date, to the office of the superintendent.

**Article IX - Compensation Model**

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The Compensation Model is based on the following factors.

- 1. Evaluation / Performance Level Rating – A teacher must not have received an ineffective or needs improvement performance level rating the previous school year. The 5.1% base increase is attributed to Evaluation / Performance Level Rating.
- 2. Education - The teacher obtained a Master's Degree degree in a content area as defined by the Indiana Department of Education. - 9.1%

Eligibility:

- 1. A teacher who receives an ineffective or improvement needed performance level rating is not eligible for a salary increase. The teacher will remain at his/her 2020-2021 previous year's base salary. This does not apply to a teacher in the first two full school years in which the teacher provides instruction to students. If a teacher provides instruction to students in another state, that instruction counts toward the two-year exemption.

**Base Salary Increase -**

Teachers that satisfy the evaluation rating factor transition to the 2021-2022 salary schedule in the same row and column receiving a 5.1% increase. If a teacher satisfies both the Evaluation and the Education Factor, the teacher will transition to the 2021-2022 salary schedule in the same row and MS column receiving a 9.1% increase.

Teachers that satisfy the evaluation rating factor transition to the 2022-2023 salary schedule in the same row and column receiving a 5.1% increase. If a teacher satisfies both the Evaluation and the Education Factor, the teacher will transition to the 2021-2022 salary schedule in the same row and MS column receiving a 9.1% increase.

**Redistribution** - For the 2021-2022 school year, the parties have bargained an available amount of money (\$181,050.37) and calculated it for only teachers that meet the factors; therefore, no redistribution will be necessary.

**Salary Range** - The salary range before any increases is \$37,000 to \$89,398.

**Redistribution** - For the 2022-2023 school year, the parties have bargained an available amount of money (\$200,213.90) and calculated it for only teachers that meet the factors; therefore, no redistribution will be necessary.

**Salary Range** - The salary range before any increases is \$38,880 to \$93,868.

2021-22		
Level	BS	MS
A	38880	40435
B	39657	41244
C	40450	42069
D	41259	42910
E	42085	43768
F	42926	44643
G	43785	45536
H	44661	46447
I	45554	47376
J	46465	48323
K	47394	49290
L	48342	50276
M	49309	51281
N	50295	52307
O	51301	53353

P	52327	54420
Q	53374	55509
R	54441	56619
S	55530	57751
T	56640	58906
U	57773	60084
V	58929	61286
W	60107	62512
X	61309	63762
Y	62536	65037
Z	63786	66338
AA	65062	67665
BB	66363	69018
CC	67691	70398
DD	69044	71806
EE	70425	73242

<b>2022-23</b>		
<b>Level</b>	<b>BS</b>	<b>MS</b>
A	40855	42489
B	41672	43339
C	42506	44206
D	43356	45090
E	44223	45992
F	45107	46912
G	46009	47850
H	46930	48807
I	47868	49783
J	48826	50779
K	49802	51794
L	50798	52830
M	51814	53887

N	52850	54964
O	53907	56064
P	54985	57185
Q	56085	58329
R	57207	59495
S	58351	60685
T	59518	61899
U	60708	63137
V	61923	64399
W	63161	65687
X	64424	67001
Y	65713	68341
Z	67027	69708
AA	68367	71102
BB	69735	72524
CC	71130	73975
DD	72552	75454
EE	74003	76963

## Article X - Grievance Procedure

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### A. *DEFINITIONS*

1. A “grievance” shall be a timely filed alleged violation of a specific article or section of this Agreement.
2. A grievance shall be filed by member(s) of the bargaining unit (grievant).
3. The term “days” shall mean school days. During the summer recess, the term shall mean weekdays.

### B. *PROCEDURE*

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual written agreement.

#### 1. **STEP ONE.**

- a. The grievant may orally present the alleged violation to his/her immediate supervisor

in an effort to resolve the matter informally.

- b. If, as a result of the informal discussion with his/her immediate supervisor, a grievance still exists, the grievant may file a written grievance on the form provided in Appendix C by submitting the same in writing to the principal within twenty- five (25) days of the alleged violation or within twenty-five (25) days of when he/she should have had knowledge of the alleged violation. The grievant may choose to submit the grievance in writing without oral presentation. Within five (5) days of receipt of the grievance, the principal shall, if requested, meet the grievant in an effort to resolve the grievance. The principal shall advise the grievant of his disposition in writing within five (5) days of receipt of the grievance.

**2. STEP TWO.**

- a. If the grievant is not satisfied with the disposition in Step One, he/she may submit the written grievance on the form provided in Appendix C to the Superintendent of the within five (5) days after the answer in Step One.
- b. Within five (5) days of receipt of the grievance, the Superintendent will meet with the grievant if requested to do so in an effort to resolve the grievance. The Superintendent shall answer the grievance in writing within ten (10) days of receipt of the grievance.

**3. STEP THREE.**

- a. If the grievant is not satisfied with the disposition in Step Two, he/she may submit the written grievance on the form provided in Appendix C to the administrative office of the School Board within five (5) days from the answer in Step Two.
- b. The Board shall review the grievance at its next regular meeting or within forty (40) days, whichever is less, and render a decision within ten (10) days after such a meeting. The grievant has the right to be present at such a meeting to present his/her views to the Board if the grievant requests to do so.

**C. GENERAL PROVISIONS**

1. The grievant shall be represented by an Association representative(s) at Step One (b) and above.
2. Any meeting relative to this procedure will be held outside the normal school hours unless by mutual consent of the parties.
3. A grievance not processed within the time limits, at any step of the procedure, shall be considered resolved on the basis of the response given in the preceding step. Failure of the Employer to answer the grievance within the specified time limit at any step will move the grievance to the next step except the Association will actively move the grievance to the last step.
4. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievances in writing to the Superintendent or his/her designee

directly and the processing of such grievance shall be commenced at Step Two (2) of the formal grievance procedure.

## **Article XI - Fringe Benefits**

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### **A. HEALTH INSURANCE**

The Board shall contribute \$11,000 or all the premium but \$.01, not to exceed \$11,000 by the approved health insurance company. When two members of the same family are employed by the Board, they may combine the \$11,000 contribution for each individual, less \$.02 to pay for any of the plans offered. If a teacher chooses a high deductible health plan, any amount of the \$11,000 that is above the premium shall be distributed in the following manner:

1. The maximum amount allowed by law will be deposited into the teacher's Health Savings Account.
2. Any amount still left over shall be deposited into the teacher's individual VEBA account.

When refunds are made by health insurance companies, they shall revert to the school corporation. The health insurance carrier, plan or benefit cannot be changed without mutual agreement of the Employer and the Association.

### **B. LIFE INSURANCE**

The Employer shall pay the full amount, except one cent (.01), which shall be paid by the teachers, to provide each teacher in the bargaining unit a group term life insurance policy in the face amount of Fifty Thousand Dollars (\$50,000) with accidental death and dismemberment provision for all those teachers actively employed. The employee contribution shall be one cent (.01) and taken as a payroll deduction at one time the last pay in December.

### **C. LONG TERM DISABILITY INSURANCE**

The Board shall purchase an LTD Insurance Program that provides for a minimum benefit of two-thirds (2/3) salary to age sixty-five (65) with a ninety (90) day elimination period. All teachers shall participate and shall pay the full amount of the premium in after tax dollars as a condition of employment. For the 2008-09 school year there shall be a one-time addition of one hundred twenty seven (127) dollars to the agreed upon bachelors base to offset the cost of this program.

### **D. FLEXIBLE FRINGE BENEFIT PROGRAM**

The benefits provided to employees by Section 125 of the Internal Revenue Code as enacted by the Revenue Act of 1978 shall be made available to bargaining unit members. The teachers' salary schedule includes the maximum amount allowed by regulation which is set aside for a Section 125 Flexible Fringe Benefit Program which shall include Board approved non-taxable benefits of medical insurance, Long Term Disability, Short Term Disability, Section 79 life insurance and other insurance products provided in Section 125 and taxable benefits of cash.

The Flexible Fringe Benefit Election Form with option of Generation 1 or Generation 1 and 2 is set forth in Appendix E. The Enabling Flexible Fringe Benefit Program is hereby incorporated by reference.

Commencing in the 1990-91 school year, the Board will adopt a first and second generation Flexible



## Fringe Benefit Plan.

Those teachers participating in the reimbursement account (Generation 2) will be responsible for the cost of the monthly administration fee. The Employer is responsible for the following:

1. No more than \$100 as a startup fee to open the account.
2. No more than \$100 yearly as a cost to invest the funds in the account.
3. No more than \$120 yearly as a service fee for the account.
4. No more than \$100 as a fee to close the account.

Once the Section 125 Flexible Fringe Benefit Administration is selected, the School Corporation will not change administration prior to August 10, 1991.

### ***E. PART - TIME TEACHER SALARY AND BENEFITS***

A part time teacher shall receive salary and benefits in direct proportion to the amount of time worked when compared to a full time teacher. The part-time teacher must meet ACA requirements in order to be eligible for health insurance and must work a minimum of 30 hours per week to be eligible for long term disability and life insurance.

### ***F. Expanded Criminal History Checks and Expanded Child Protection Index Checks***

Beginning on the day after the Association's ratification date or the Board's ratification date, whichever is later, of the 2018-2019 tentative agreement, the school corporation shall 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.

## **Article XII - Savers Clause**

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This Agreement is subject to all existing and applicable State or Federal laws, provided that should any change be made in any State or Federal laws which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full with substitute provisions which are in conformity with applicable law.

Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision of legislation shall apply only to that specific provision or portion thereof. The parties will meet in a committee to discuss the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.

### Article XIII - Terms of Agreement

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The Employer and Employee subscribe to the principle that differences should be resolved by peaceful and appropriate means.

The parties agree that all bargainable items have been discussed during the bargaining sessions leading to this Agreement. If there is a change in the September 2022 ADM from the September 2021 ADM (September 17, 2021 ADM was 1263 which includes both Indiana and Ohio students) count of plus/minus 2 1/2% or more, then this contract may be reopened by mutual agreement. This Contract shall be effective as of July 1, 2021 and shall continue in effect through June 30, 2023.

The undersigned attest to the following:

1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on September 10, 2021, and electronic participation from the parties and/or public was not permitted; and
2. A public meeting in compliance with I.C. § 20-29-6-19 was held on November 1, 2021, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

This agreement is entered into this 8th day of November, 2021.

Accepted by the Employer:

Union County/College Corner Joint School  
District Board of School Trustees

Accepted by the Employees:

NEA - Union County/College Corner Joint  
School District Teachers Association

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President, Mary Eversole

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President, Shannon Hill

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Secretary, Dave Hofmann

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Vice-President, Cindy Toschlog

## Appendix A - Extra-Curricular Positions, 2021-23

Position	Index	2021-22	2022-23
<b>Union County High School</b>			
Varsity Baseball	0.1	3888.00	4085.50
JV/Asst. Baseball	0.05	1944.00	2042.75
Asst. Baseball	0.03	1166.40	1225.65
JV/Asst. Boys Basketball	0.1	3888.00	4085.50
Varsity Boys Basketball	0.2	7776.00	8171.00
C-Team/Asst. Boys Basketball	0.08	3110.40	3268.40
Varsity Girls Basketball	0.2	7776.00	8171.00
JV/Asst. Girls Basketball	0.1	3888.00	4085.50
C-Team/Asst. Girls Basketball	0.08	3110.40	3268.40
HS Head Cross Country	0.06	2332.80	2451.30
Varsity Football	0.2	7776.00	8171.00
JV/Asst. Football	0.1	3888.00	4085.50
Asst. Football	0.08	3110.40	3268.40
HS Head Boys Golf	0.06	2332.80	2451.30
HS Head Golf	0.06	2332.80	2451.30
HS Head Boys Tennis	0.06	2332.80	2451.30
HS Head Girls Tennis	0.06	2332.80	2451.30
HS Head Boys Track	0.1	3888.00	4085.50
HS Head Girls track	0.1	3888.00	4085.50
HS Asst. Track (Boys' and Girls')	0.05	1944.00	2042.75
Varsity Volleyball	0.1	3888.00	4085.50
JV/Asst. Volleyball	0.05	1944.00	2042.75
Weight Room/Fitness Center Supervisor	0.12	4665.60	4902.60
HS Head Wrestling	0.1	3888.00	4085.50
HS Asst. Wrestling	0.05	1944.00	2042.75
Summer Band Director	0.05	1944.00	2042.75
HS Head Cheer	0.06	2332.80	2451.30
HS Asst. Cheer	0.04	1555.20	1634.20
Choral Director	0.04	1555.20	1634.20
Drama Director-Musical	0.02	777.60	817.10
Musical Director-Musical	0.02	777.60	817.10
Instrumental Music Director	0.1	3888.00	4085.50

Junior Class Sponsor	0.04	1555.20	1634.20
Junior Class Sponsor	0.04	1555.20	1634.20
Senior Class Sponsor	0.04	1555.20	1634.20
Senior Class Sponsor	0.04	1555.20	1634.20
Student Council Sponsor	0.06	2332.80	2451.30
Color Guard Sponsor	0.02	777.60	817.10
Journalism Team Sponsor	0.02	777.60	817.10
Speech Team Sponsor	0.02	777.60	817.10
Academic Coordinator	0.03	1166.40	1225.65
Academic Coach	0.01	388.80	408.55
Department Chairperson	0.02	777.60	817.10
Model Legislative Sponsor	0.01	388.80	408.55
FBLA Sponsor	0.02	777.60	817.10
FCCLA Sponsor	0.02	777.60	817.10
NHS Advisor	0.01	388.80	408.55
Varsity Softball	0.1	3888.00	4085.50
JV/Asst. Softball	0.05	1944.00	2042.75
Asst. Softball	0.03	1166.40	1225.65
Varsity Boys Soccer	0.07	2721.60	2859.85
JV/Asst. Boys Soccer	0.03	1166.40	1225.65
Varsity Girls Soccer	0.07	2721.60	2859.85
JV/Asst. Girls Soccer	0.03	1166.40	1225.65
<b>Union County Middle School</b>			
MS Head Football	0.05	1944.00	2042.75
MS Asst. Football	0.04	1555.20	1634.20
7th Grade Girls' Volleyball	0.05	1944.00	2042.75
8th Grade Girls' Volleyball	0.05	1944.00	2042.75
6th Grade Boys Basketball	0.02	777.60	817.10
7th Grade Boys' Basketball	0.05	1944.00	2042.75
8th Grade Boys' Basketball	0.05	1944.00	2042.75
6th Grade Girls Basketball	0.02	777.60	817.10
7th Grade Girls' Basketball	0.05	1944.00	2042.75
8th Grade Girls' Basketball	0.05	1944.00	2042.75
MS Cross Country	0.03	1166.40	1225.65
MS Wrestling	0.05	1944.00	2042.75
MS Girls Track	0.05	1944.00	2042.75

MS Boys Track	0.05	1944.00	2042.75
MS Asst. Track (Boys and Girls)	0.03	1166.40	1225.65
MS Golf	0.03	1166.40	1225.65
Student Council Sponsor	0.04	1555.20	1634.20
Yearbook Sponsor	0.01	388.80	408.55
MS Cheer	0.04	1555.20	1634.20
Choral Director	0.02	777.60	817.10
Band Director	0.02	777.60	817.10
Drama Coach	0.01	388.80	408.55
Department Chairperson	0.02	777.60	817.10
National Honor Society Advisor	0.01	388.80	408.55
Academic Coach	0.03	1166.40	1225.65
Intramural Director	0.04	1555.20	1634.20
<b>Liberty Elementary School</b>			
Student Council Sponsor	0.03	1166.40	1225.65
Academic Coach	0.03	1166.40	1225.65
Music Director	0.02	777.60	817.10
Grade Level Chairperson	0.02	777.60	817.10
<b>College Corner Union School</b>			
Student Council Sponsor	0.03	1166.40	1225.65
Academic Coach	0.03	1166.40	1225.65
Music Director	0.02	777.60	817.10
Grade Level Chairperson	0.02	777.60	817.10
Family Support Facilitator	0.02	777.60	817.10
<b>General Elementary</b>			
5th Grade Boys' Basketball	0.02	777.60	817.10
5th Grade Girls' Basketball	0.02	777.60	817.10
<b>UCCCJSD District</b>			
Curriculum Work (outside of contract time)	\$30/hr		

## Appendix B - Grievance Report Form

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Grievance #	
Employee Name	
School Building	
Date of Grievance Filed	

Distribution

Superintendent

Principal

Association

Teacher

### **STEP ONE**

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Date of Event Which Caused Grievance

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Identification of Article and Section of Contract Violated

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Statement of Facts Giving Rise to Grievance

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Relief Sought

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Employee Signature & Date

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Disposition by Principal

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Principal Signature & Date

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**STEP TWO**

Date Received by Superintendent or Designee

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Disposition of Superintendent or Designee

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Superintendent Signature & Date

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Association's Comments

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Association Signature & Date

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**STEP THREE**

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Date Received by Administrative Office of School Board

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Disposition by School Board of Education

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School Board Signature & Date

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## Appendix C - Extended Contracts

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The following extended contracts are offered for positions filled: It is understood the following positions may be contracted for a number of days beyond the board approved days for the 2021-2023 contract for Certified Staff Members. If any of these positions are contracted beyond the board approved days for the 2021-2023 contract, the compensation for those days shall be based on a daily rate of the individual filling that position. The number of days referenced below are for informational purposes only and were not bargained.

### *High School*

Guidance Counselor(s)	20 days
Media Director	10 days
Agriculture Director	20 days

### *Corporation*

School psychologists can work additional days paid at his or her per diem rate.



**Appendix D - Section 125 Benefit Election Form**

Name of Employer · <i>Union County/College Corner Joint School District</i>	
Name of Employee:	
Social Security Number:	
Plan Year from:	to:

**SECTION 125 BENEFIT ELECTION**

I understand that my employer is allowing the following amounts for purchase of benefits under the Section 125 Flexible Benefit Plan:

\$ \_\_\_\_\_ maximum salary reduction contribution per \_\_\_\_\_.  
 Amounts not used for benefits will be taxable income.

\$ \_\_\_\_\_ employer non-elective contribution per \_\_\_\_\_.  
 Amounts not used for benefits \_\_\_ *will* \_\_\_ *will not* be paid as taxable income.

Should the cost of the benefits elected exceed amounts allowed under the plan, the excess amount will be payroll deducted from after-tax dollars.

Please indicate which benefits you wish to select:

BENEFIT	COMPANY OR PLAN	SECTION 125	AFTER-TAX DEDUCTION	EMPLOYER-PAID DEFINED BENEFIT
<input type="checkbox"/> Medical				
<input type="checkbox"/> Disability				
<input type="checkbox"/> Cancer				
<input type="checkbox"/> Group Life				
<input type="checkbox"/> Dependent Care				
<input type="checkbox"/> Medical Reimbursement				
<input type="checkbox"/> Administrative Fee				
<input type="checkbox"/> TOTALS				

This election form revokes any prior election form completed and will remain in effect and cannot be revoked or changed during the plan year, unless the renovation and new election are on account of and consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of spouse). Participation in this plan will automatically cease upon termination of an employee's employment. In most cases, NO change may be made in the Medical Expense Reimbursement Account except for termination of participation due to termination of your employment. For special rules affecting your plan, please contact your employer.

**OTHER DEDUCTION BENEFITS\***

Benefit*	Plan	Payroll Deduction Amount	Effective Date of Deduction

\*These benefits are not part of the Section 125 Plan and will be payroll deducted on an after-tax basis.

\*\*I understand that the selection of an insurance benefit and the indication that a premium is to be paid does not necessarily include me in the insurance portions of this program, that the premium for the contract selected may be adjusted by the insurance company issuing the contract, and, in most instances, an application for insurance must be completed. I also understand that should the premium for the contract selected be adjusted by the company, my income will be reduced or increased as necessary to pay the premium under the terms of the Section 125 Flexible Benefit Plan.

I understand the coverage for which I am applying will take effect on \_\_\_\_\_ provided the policy has been issued as applied for. Benefits will not be payable prior to this date.

Date	
Signature of Employee	

**NOTICE TO UNION COUNTY SCHOOLS EMPLOYEES**

January 1, 2001, is the beginning of the new *FLEXIBLE FRINGE BENEFIT PROGRAM PLAN YEAR*. Options for your benefit under this plan:

- A: Allocation for unreimbursed medical expenses
- B: Allocation for childcare
- C: Cancer Insurance
- D: Permanent and Term Life Insurance
- E: Disability Insurance
- F: Tax-Sheltered Annuities

If you have any questions concerning any of these benefits, do not hesitate to contact our office. The American Fidelity Assurance Representative will help us with the enrollment process.

A new election form **MUST** be completed if you wish to participate in the allocation for childcare and/or unreimbursed medical expenses,

Employee's Name:

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\_\_\_\_\_ I do not wish to make any changes in my *Fringe Benefit Election Form*.

I understand that my current election form will remain in effect from August 1, 2008 to June 30, 2009, and cannot be changed during the plan year unless there is a change in family status. *I further understand that any participation in the childcare and/or unreimbursed medical program will be discontinued.*

\_\_\_\_\_ I wish to complete a new *Fringe Benefit Election Form* for the new plan year.

(Check if interested or have questions concerning: *Unreimbursed Medical, Childcare, Life Insurance, Disability Insurance and/or Cancer Insurance coverage.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature