

**CONTRACTUAL AGREEMENT**  
**BETWEEN**  
**THE BOARD OF SCHOOL TRUSTEES**  
**OF THE**  
**SEYMOUR COMMUNITY SCHOOLS**  
**AND**  
**THE SEYMOUR EDUCATION ASSOCIATION**  
**SEYMOUR, INDIANA**  
**2023-2025**

**THE BOARD OF SCHOOL TRUSTEES OF THE SEYMOUR COMMUNITY  
SCHOOLS CORPORATION, JACKSON COUNTY, STATE OF INDIANA, AND  
THE SEYMOUR EDUCATION ASSOCIATION HEREBY AGREE AS FOLLOWS**

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## Definitions

- A. School Corporation. The term "School Corporation," when used in this contract, shall refer to the Seymour Community Schools, Jackson County, Indiana.
- B. Teacher. When reference is made to the word "teacher(s)" in this contract, such term shall include both male and female individuals unless otherwise specified.
- C. Board. The term "Board" or "Board of School Trustees" shall mean officers, representatives, and agents authorized to act for the Board of School Trustees of the Seymour Community Schools in dealing with the Association.
- D. Association. The term "Association" or "Seymour Education Association" shall mean officers, representatives, and agents authorized to act for the Seymour Education Association in dealing with the School Corporation. It is understood that such terms refer only to the local Association; their meaning accordingly shall not be extended in any manner which would allow other groups, including groups related to the local Association, such as ISTA, NEA, or UniServ District councils, to avail themselves of Association rights, benefits, or privileges unless such groups are in this Contract specifically and by name granted the particular usage in question.

## ARTICLE I

### Recognition

The Board of School Trustees of the Seymour Community Schools hereby reaffirms that it has recognized the Seymour Education Association as the exclusive representative of the certificated employees in the following described bargaining unit:

All certificated employees in the Seymour Community Schools Corporation except for:

- 1. The Superintendent of Schools.
- 2. Assistant Superintendent of Schools.
- 3. Administrative Assistant to the Superintendent of Schools.
- 4. Director of Special Education.
- 5. Assistant Director of Special Education.
- 6. Assistant to the Director of Special Education.
- 7. Director of Food Service.
- 8. Assistant Director of Food Service.
- 9. Director of Curriculum and Instruction.
- 10. Director of Federal/State Programs.
- 11. Director of ELS Programs/Special Education Translator
- 12. Director of Health Services.
- 13. Director of Transportation.
- 14. Director of Athletics [Assistant Directors of Athletics].
- 15. Chief Financial Officer.
- 16. Director of Technology.
- 17. Director of eLearning.
- 18. Director of Safety.
- 19. Director of Facilities and Grounds.

20. Principals of all Buildings.
21. Assistant Principals of all Buildings.
22. Deans of all Buildings.
23. Director of Bands [High School].
24. Director of Choral Music [High School].
25. All substitute teachers.
26. Director of Guidance [High School].
27. "Supervisor" and "confidential" employee positions subsequently created by school employer as that term is defined by Indiana law.

The parties to this agreement understand that such recognition and/or bargaining unit is subject to change in accordance with legal procedures.

## ARTICLE II

### Leaves

- A. Verification. The School Corporation reserves the right to require written verification of the reasons for all leaves.
- B. Emergency Leave. Each teacher shall be granted for emergency leave a total of one (1) day per school year without loss of pay, under the following circumstances, provided that the incident at hand requires the immediate presence of the teacher to handle the emergency situation:
  1. Sudden and severe illness or accident to the father, mother, husband, wife, child of the teacher, or Legal Guardian, or
  2. Major and unexpected storm, water, fire, or physical damage to the teacher's home. This shall include major and unexpected damage from water tank leakage or sewers backing up, but it shall not include water pipe or water line freezing.
- C. Bereavement Leave. Should there be a death in the teacher's immediate family, the teacher shall be entitled to be absent without suffering loss of compensation for a period up to seven (7) consecutive calendar (not school) days. In computing this allowable absence, the calendar day which immediately follows the death, rather than the date on which the death occurs, shall be counted as the first day. A teacher will be permitted to use two (2) of his/her seven (7) bereavement leave days in a non-consecutive manner in the case of the death of an immediate family member, but such days must be used within six (6) months following the date of the immediate family member's death or by the end of the teacher's teaching contract for the school year in which the death occurs, whichever date comes first.
- D. Immediate Family. For the purposes of the death leave section, the term "immediate family" shall mean father, mother, father-in-law, mother-in-law, step-father, step-mother, grandparent, step-grandparent, brother, sister, husband, wife, domestic partner, child, grandchild, step-child, son-in-law, daughter-in-law, grandparent in-law, Legal Guardian, and any person who has been domiciled and residing in the teacher's home as a permanent member of the teacher's family unit. It is understood that such permanent member of the teacher's family unit would, as

part of such person's qualification under this section, be eligible to be taken as a dependent on the teacher's tax return pursuant to IRS rules which relate to the support and care of dependents. For purposes of this provision, a "domestic partner" is defined as an individual who is cohabiting with the teacher in a relationship that is akin to marriage. Any teacher wishing to take bereavement leave due to the death of a domestic partner must provide the following proof to the Business Office to establish that a bona fide domestic partnership exists:

Shared financial obligations such as joint loan documents, joint bank account documents, joint investment account documents, etc.; or

Shared children biologically or by adoption; or

Or any other documents that are approved by the Superintendent.

- E. Funeral Leave. One day's absence shall be allowed without loss of compensation for attendance at the funeral of an uncle, uncle-in-law, aunt, aunt-in-law, niece, nephew, brother-in-law, sister-in-law, first cousin or first cousin-in-law.

However, should such funeral occur at a place sufficiently distant that the teacher cannot, using a mode of transportation reasonably suited to the distance involved and reasonably calculated to minimize the length of travel time required, reasonably reach such location, attend the ceremony, and return to employment duties without incurring leave or absence in addition to the single paid day allocated, then the teacher shall be granted without loss of compensation reasonable travel time in order to facilitate travel to, attendance at, and/or return from such ceremony. Such additional paid leave, however, shall be subject to the following terms and restrictions:

1. In no case shall such additional leave under this section be allowed to extend earlier than the calendar day immediately prior to the funeral nor to extend later than the calendar day immediately following such funeral.
2. The grant of additional leave shall normally be expected to be less than the maximum, may include a partial day or days, shall take into consideration the scheduled time of the funeral as well as any relevant airline, train, or other mass transportation schedules, and shall be construed to allow attendance at the ceremony only. It shall not include time for family assistance or other collateral matters which are more appropriately subjects of personal leave, unpaid leave, or other arrangements.
3. The term "reasonable" in this section is understood to include and may require late night and/or very early morning travel.

- F. Colleague. Each teacher shall be granted one day's absence without loss of compensation for attendance at the funeral of a colleague. For purposes of this provision, a "colleague" shall be defined as a person who is currently or has formerly been employed by the Seymour Community Schools.

- G. Personal Leave. Each teacher shall be granted three (3) days of personal leave per school year without loss of pay.

- a. This leave is to be used for personal business and civic affairs.
- b. Request for personal leave shall be made in writing at least one (1) day prior to such leave, except in cases of emergency, in which instances such request may be made orally within a shorter time and confirmed in writing upon return to school, and shall be submitted to the Principal. The teacher will subsequently be notified of the approval or disapproval of such request.
- c. Unused personal leave days may be accumulated in such account up to five (5) days. Unused personal days will accumulate to accumulated sick leave days once personal leave days have accumulated to five (5) personal leave days. Unused personal leave days in excess of five (5) days will accumulate as sick leave days and to the extent that any conversion of personal leave days to sick leave accumulation would result in accumulated days in excess of the maximum accumulation, those days would also be purchased as annual buy-back days.
- d. The allotment of personal leave days granted will be pro-rated for part-time teachers.

H. Jury Duty Leave. A teacher who is called for grand or petit jury duty shall be paid his/her full regular salary during the required period of absence from assigned duty, provided, however, that the teacher will join with the School Corporation in requesting the Court to excuse such teacher from the jury panel when, in the opinion of the School Corporation, the teacher's absence would create a hardship on the educational program. The proviso contained in this clause is not intended to discourage teachers generally from participating in jury duty.

Should the teacher serve and be paid his/her full regular salary by the Board, such teacher shall return to the School Corporation the total amount of per diem allowance earned by the teacher while on jury duty.

When a teacher's name is selected for jury duty and such teacher is required by the Court actually to appear for examination as a possible juror but is not in fact slated for further duty, the time absent owing to such required appearance shall be known as "panel duty." The same principles which apply in compensating a teacher during absences as a result of jury duty shall apply in compensating a teacher during absences which result from panel duty.

- I. Court Leave. Court leave with pay shall be granted to teachers for the time necessary to make an appearance as a party or to testify as a subpoenaed witness in any court proceeding resulting from activities relating to the teacher's employment with the School Corporation, except when the teacher is a plaintiff or in court proceedings to enforce a legal action against the School Corporation.
- J. Sick Leave. Each teacher shall be entitled to be absent from work because of personal illness or quarantine for a total of twelve (12) days during the first year of employment with the School Corporation and ten (10) days for each succeeding year without loss of compensation. The allotment of sick leave days granted will be pro-rated for part-time teachers.



In addition, if the teacher (1) was employed at another school corporation in this state, (2) accumulated one (1) or more days of sick leave at such other corporation, and (3) thereupon became employed by the Seymour Community Schools Corporation, then for the second year and each succeeding year of employment with the Seymour Community Schools Corporation, there shall be added up to five (5) days of sick leave until the number of accumulated days to which the teacher was entitled in the last previous place of employment is exhausted.

The maximum sick leave accumulation shall be one hundred twenty five (125) days. The days in excess of one hundred twenty five (125) at the conclusion of each school year shall be designated as annual buy-back days and will be compensated at the rate of One Hundred Five Dollars (\$105.00) per day. Such compensation shall be paid to the teacher's 401(a) account on or before August 1. At the start of each school year, a teacher will have their accumulation up to the maximum and any additional leave entitlement for that school year.

- K. Sick Leave Usage. The teacher shall be allowed to take leave days under the sick leave section of this collectively bargained Agreement in order to meet personal medical or dental appointments.

Each teacher shall also be allowed to use during each school year up to twenty (20) days of the teacher's sick leave entitlement under such sick leave section when the teacher's presence is necessary elsewhere owing to the illness of such teacher's spouse, parent, child, or Legal Guardian, or in order to meet medical or dental appointments for such teacher's spouse or dependent children.

- L. Disability Leave. This policy shall apply to leave in all cases, except pregnancy and childbirth, in which a teacher is unable to perform his/her duties owing to disablement for any period greater than three (3) weeks. Such disability shall include, among other items, incapacity which arises from major surgery, physical illness, mental illness, or emotional disturbance.

1. Anticipated Disability. Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply: (a) the teacher requesting leave shall notify the Office of the Superintendent of the expected time of leave as soon as reasonably possible; (b) the leave shall begin at a time which is mutually agreeable to the teacher and the teacher's physician but shall coincide with the end of a semester or grading period if possible; and (c) in the case of disagreement over the beginning date of the leave, or over the ability of the teacher to continue active employment in such teacher's position, then upon request by the School Corporation the teacher shall furnish a statement from the teacher's physician as to such teacher's ability to continue his/her duties. The School Corporation may condition the date or time such leave begins upon such statement.
2. In instances in which the disability could not be reasonably anticipated, the leave shall begin when medically required.

3. Rules Governing Return.

- a. As soon as reasonably determinable, the teacher shall notify the Superintendent of the estimated time of return to teaching, or of the fact that such teacher does not intend to resume teaching duties, and shall, if intending to return to teaching, keep the School Corporation advised of any change in such estimated time.
- b. The teacher shall furnish the School Corporation proof of such teacher's continued disability at any time during the disability, if requested by the Superintendent of Schools.
- c. The teacher shall notify the Superintendent as soon as such teacher has recovered from the disability and may resume his/her teaching duties at such time as in the opinion of the teacher and the teacher's physician that the teacher is able to so resume. The School Corporation may, at its option, require the certificate of the physician to this effect. The teacher shall, however, make an effort towards insuring continuity of instruction for the students by scheduling the end of the leave so as to coincide with the beginning of a semester or grading period.
- d. Unless waived by the School Corporation, however, the teacher shall not be entitled to return to teaching duties unless at least two (2) calendar weeks' notice is given of the intention to return to work.

4. Limitations. No leave under this policy may be granted for a period exceeding one (1) year. (IC 20-18-2-19.) For purposes of this provision, the one (1) year period provided for herein shall mean one calendar year.

5. Use of Sick Leave. Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated but shall be required, at the option of the School Corporation, to present a doctor's certificate of disability to teach to justify such use of accumulated sick leave days. Such use of sick leave shall be limited to the teacher's personal disabilities directly related to the cause of the disability.

M. Pregnancy/Childbirth Leave

1. Maximum Allowable Length. A teacher who is pregnant shall be entitled, should such teacher wish to take a leave of the maximum length, to a leave of absence for a period which begins at the time such teacher furnishes the School Corporation with a physician's statement which certifies the fact of her pregnancy and which may continue until one (1) year following the live birth of the child, but no longer. However, to obtain a leave of maximum length, the teacher must also comply with the requirements which are set out below in subsection 3.
2. Minimum Required Length. (a) A teacher who is pregnant may continue in active employment as late into her pregnancy as her attending physician determines, provided that she is able to fulfill the requirements of her position. A statement from the physician with regard to such determination

shall be provided the School Corporation upon request. (b) The School Corporation shall not be obligated to allow the teacher to return until such teacher furnishes a physician's statement that she is able to return and fulfill the requirements of her position. However, should it appear upon the teacher's return that she has not in fact recovered her health sufficiently to resume her full duties the Corporation shall have the right to demand and receive additional statements from the physician with regard to the apparent non-recovery and may restrict the return based thereon.

3. Except in cases of medical emergency, the teacher must notify the School Corporation of her intention to take pregnancy/childbirth leave no less than thirty (30) calendar days in advance of the date on which she desires to begin her leave.

At the time of such notification, or as soon as reasonably possible in cases of medical emergency, the teacher shall also notify the Superintendent of her estimated time of return to teaching, or should such be the case, of the fact that she does not intend to resume teaching duties. If the teacher intends to return to teaching, she shall in addition keep the School Corporation advised of any changes in such estimated time.

4. Insofar as no emergency situation exists in connection with pregnancy or childbirth leave, teachers who contemplate taking such a leave are encouraged to make a reasonable effort towards insuring continuity of instruction for the students by scheduling the departure and return so as to coincide with the end and beginning, respectively, of a semester or grading period.
5. Use of Sick Leave. Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated, but shall be required, at the option of the School Corporation, to present a doctor's certificate of disability to teach to justify such use of accumulated sick leave days. Such use of sick leave shall be limited to the teacher's personal disabilities directly related to pregnancy and/or to the birth of the child.
6. This leave may be taken without jeopardy to reemployment, retirement and salary/benefits such as the teacher had accrued at the time such leave commenced.

- N. Sabbatical Leave. The School Corporation may grant a sabbatical leave without pay to a teacher for a period not exceeding one year, upon written request, for improvement of professional skills through advanced study, work experience in approved areas, teacher exchange programs, or approved educational travel, provided that the absence of such teacher shall not operate to injure School Corporation programs, as determined by such Corporation, and provided further that no more than two (2) teachers shall be allowed to take such sabbaticals in any one (1) school year. For purposes of this section, the one year leave period shall be defined as the 12 month period commencing on the date that the teacher begins the sabbatical leave. Only teachers who have completed seven (7) years of service with the School Corporation shall be eligible for such leave. The time of such leave shall be credited toward the teacher's retirement. After taking such leave, however,

the teacher shall be obligated to return to employment with the School Corporation for a period of time equal to the length of time of the sabbatical leave granted.

O. Adoption Leave. Should a teacher adopt a child through a bona fide adoption agency, and should the agency have a standardized policy which applies to the adopting teacher and which prohibits such teacher from working in order to be with the child for a specified initial period of time, the School Corporation shall grant to the teacher leave time, without pay, sufficient to comply with the requirements of the adoption agency. However, such leave shall be subject to the following conditions:

1. The maximum adoption leave allowable under this section shall be one (1) year. For purposes of this provision, the one (1) year period provided for herein shall mean one calendar year. Less time may be allowed if the rules of the adoption agency permit;
2. Adoption leave under this section shall be granted only in instances in which the child adopted is under school age. For purposes of this provision, the words "under school age" shall be defined as age 4 and younger.
3. Upon initial application for adoption, the teacher shall notify the Corporation that application has been made and shall provide the Corporation with agency rules, procedures, and any other relevant information as to the timing expected and the length of leave required;
4. Insofar as available information and/or agency rules permit, teachers who contemplate taking such a leave are required to make a reasonable effort towards insuring continuity of instruction for students by scheduling the departure and return so as to coincide with the end and beginning, respectively, of a semester or grading period;
5. No adoption leave shall be granted under this section for adoption of a child or children of a person who is or has been the teacher's spouse;
6. No teacher on adoption leave shall undertake any other employment during the period of the leave;
7. Adoption leave may be taken without jeopardy to reemployment, salary and benefits such as the teacher had accrued at the time such leave commenced.

P. Paternity Leave. When a child is born to the wife of a male teacher, the male teacher may be absent for a maximum period of up to one (1) year without pay for the purpose of infant child care. Such period shall begin with the live birth of the child but no longer (i.e. the one (1) year unpaid leave provided herein may not extend beyond the child's first year of life). The teacher must notify the School Corporation of his request to take paternity leave no less than thirty (30) calendar days in advance of the date on which he desires to begin his leave.

Q. Military Leave. The Board shall approve a leave of absence for any teacher for service in the Armed Forces of the United States, regardless of the branch of service, pursuant to applicable state and federal statutes as those statutes may from time to time be amended.

R. Absence Due to Physical Injury Arising Out of a Battery upon the Teacher's Person. In the event a teacher is absent due to an injury sustained on the school premises as a result of a battery by or the use of a weapon by either a student or outside person, the teacher will receive:

- a. Full salary for the first seven (7) school days of absence. Since the Indiana Worker's Compensation Act does not make any determination for the absence less than eight (8) days, then the need for absence during any of the first seven (7) school days must be validated by the teacher's physician and there must be evidence that the injury occurred from an assault upon the teacher who was acting within the scope of the teacher's duties. Additionally, the School Corporation has the right to verify the injury by a physician of the School Corporation's own choice. If the School Corporation exercises that verification option, it will be at the School Corporation's expense. If the absence is more than seven (7) days, the determination of the Indiana Worker's Compensation Act will govern the eligibility for benefits under this Section for the first seven (7) days.

If a teacher qualifies for Worker's Compensation benefit for the first seven (7) days the School District will pay the difference between the Worker's Compensation benefit and the teacher's full salary.

- b. Within the ninety (90) day calendar period following the initial seven (7) work day period, the teacher will not lose any salary during anytime that he/she is receiving worker's compensation for an injury covered by this Section. The School Corporation will continue paying the teacher their regular salary with all benefits for loss of pay received by the teacher under the Indiana Worker's Compensation Act being remitted to the School Corporation.
- c. A teacher's sick leave will be credited for those teaching days for which compensation is received under Section a and b above.
- d. Time for appearance before a judicial body or legal authority as a result of assault by a student or outsider arising within the scope of the teacher's duties will not result in loss of wages or in reduction of accumulated sick leave of the teacher.

Teachers injured as a result of breaking up a fight between students shall be eligible for the compensation under this Section.

S. Absence Due To Physical Injury Occurring During A Time That A Teacher Was Acting Within The Scope Of His/Her Duties. Full salary for any days missed within the first seven (7) day period from the absence. Since the Indiana Worker's Compensation Act does not make any determination for the absence less than eight (8) days, then the need for absence during any of the first seven (7) school days must be validated by the teacher's physician and there must be evidence that the injury occurred while the teacher was acting within the scope of the teacher's duties. Additionally, the School Corporation has the right to verify the injury by a physician of the School Corporation's own choice. If the School Corporation

exercises that verification option, it will be at the School Corporation's expense. If the absence is more than seven (7) days, the determination of the Indiana Worker's Compensation Act will govern the eligibility for benefits under this Section for the first seven (7) days. If a teacher qualifies for Worker's Compensation benefit for the first seven (7) days the School District will pay the difference between the Worker's Compensation benefit and the teacher's full salary. If a teacher is eligible for pay under this section and if his/her sick leave days have been initially utilized, the appropriate number of sick leave days will be reinstated.

After a teacher returns to work an additional three (3) days leave will be provided without any loss of sick or personal leave for doctor appointments and/or therapy associated with a work-related injury.

- T. Association Business. The president of the Association, its officers, chief spokesperson, bargaining team members, and/or other member(s) designated by the Association shall among them (not separately or for each) be allowed a total of eight (8) days of released time without loss of pay during the school year to conduct Association business. These days may be used in either full day or one-half day units unless there is an agreement by the Superintendent or the Superintendent's designee that such release time may be utilized in a shorter duration.

### ARTICLE III

#### Sick Leave Bank

A voluntary Sick Leave Bank shall be created as follows:

A. Funding.

(1) Each bargaining unit member in the Corporation may contribute during any appropriate enrollment period, one (1) day of such employee's unused sick leave to the Sick Leave Bank. Enrollment shall be open from the first day of school until September 30 of each school year. An employee hired by the Corporation after the annual enrollment period has passed shall have thirty (30) days from the date of employment to enroll in the Sick Leave Bank. Enrollment in the Sick Leave Bank shall be on the prescribed form.

(2) One (1) day shall be contributed by each member during each Open Enrollment Period, but current members shall not be required to contribute a day during any particular Open Enrollment Period if the total number of days in the Sick Leave Bank at the beginning of the Open Enrollment Period exceeds two hundred (200).

(3) Should the Sick Leave Bank exhaust all days during the school year, members who wish to continue to participate for the remainder of that year shall be required to contribute one (1) additional day in order to maintain membership, but no further requests for contributions from current members shall be made during that school year even if the Sick Leave Bank becomes totally exhausted.

If the individual does not make this second contribution, such individual ceases to be a member for the remainder of that year, subject to the following exception: any

person who drew or is drawing days from the Sick Leave Bank during the year in question shall remain a member for the remainder of that year even though that individual does not contribute the second day.

(4) Employees may contribute only actual unused days of sick leave to the Bank.

(5) Once an individual contributes a day or days to the Sick Leave Bank, such contribution shall not be refundable regardless of any subsequent loss of membership or resignation of membership by the individual and regardless of any change in the individual's employment status.

(6) This shall be a strictly voluntary Sick Leave Bank, and no employee shall have any liability or obligation to maintain his or her membership or to pay or contribute sick leave days to the Sick Leave Bank or to any individual at any time when the Sick Leave Bank has become exhausted.

(7) The School Corporation shall contribute no days whatsoever to the Sick Leave Bank, nor shall the Corporation itself fund the Sick Leave Bank, in any other manner. Furthermore, the School Corporation shall in no event have any liability or obligation to pay sick leave days to or fund the Sick Leave Bank at any time when such Sick Leave Bank has been exhausted.

B. Membership.

(1) Employees shall become members by contributing one (1) day of sick leave to the Sick Leave Bank during a period of open enrollment. Membership shall be lost, however, if the individual fails to make any additional contribution, if needed (whether at open enrollment for any subsequent year or at a time when the second day is to be contributed in mid-year), which is required pursuant to the rules of the Sick Leave Bank. Individuals who have lost or failed to continue their membership are free to rejoin the Sick Leave Bank subsequently by contributing one (1) day during an Open Enrollment Period at the beginning of a school year.

(2) Membership in the Sick Leave Bank shall be open to all bargaining unit employees of the School Corporation.

C. Rules of Usage.

(1) Sick Leave Bank benefits shall be used for the personal illness, quarantine, or disability of the member only. Each use of the Sick Leave Bank must be supported by a written request for its use from the Sick Leave Bank member and must be accompanied by a physician's statement, substantiating the absence, indicating the nature of the illness, and giving a prognosis for the teacher's return to work. In lieu of accepting statements from the member's physician, the School Corporation may at its own expense require that a member who wishes to draw or continue to draw from the Sick Leave Bank have from time to time a physical examination from a licensed physician of the Corporation's choice in order to determine the member's eligibility.

(2) An individual member who wishes to use the Sick Leave Bank must wait at least two (2) working sick leave days without pay before use of the Sick Leave Bank will be authorized; these days are not reclaimable from the Sick Leave Bank.

- (3) An individual member may not use more of the Sick Leave Bank's days during a contract year than the total of his/her own individual accumulated sick leave at the beginning of the school year.
- (4) Applications for Sick Leave Bank usage shall be treated on a first-come, first-serve basis. In addition, several people may draw on the Sick Leave Bank simultaneously, even though the result may be a total exhaustion of the Sick Leave Bank before any or all of such persons recover from their illnesses.
- (5) Days taken from the Sick Leave Bank shall apply only to those days on which a teacher would receive pay if the teacher were not under disability.
- (6) Sick Leave Bank benefits shall not be paid for any day on which the teacher takes any type of leave or attempts to combine fringe benefits (including but not limited to any Long Term Disability Insurance benefit), if such taking of leave or combination of benefits would operate in a manner such that the teacher would, should Sick Leave Bank benefits be paid, draw "double" or otherwise increased pay for any day.
- (7) The Sick Leave Bank shall not operate in any manner such that any teacher receiving worker's compensation benefits receives either more or less than the teacher's regular pay, nor shall it operate in any other circumstances such that the teacher receives on behalf of any particular day either more or less than the teacher would have received should that day have been worked.
- (8) Sick Leave Bank days may be used for any contractual days but shall in no event be used for or during summer school employment.
- (9) Leave from the Sick Leave Bank may not be used for maternity or childbirth leave insofar as such leaves reflect accommodations made for the sake of convenience or in connection with statutory law unconnected with substantial and actual medical disability. However, Sick Leave Bank days may be used for any actual, medically-determined physical or mental disability arising out of a pregnancy or childbirth.
- (10) Approval or denial of benefits under this Sick Leave Bank Article shall be grievable.
- (11) Sick leave bank days must be used continuously and shall not be permitted to be used intermittently.

## ARTICLE IV

### Grievance Procedure

#### SECTION 1. Definitions.

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



2. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit or the Association when applicable.
3. The term "day" when used in this Article shall mean teacher days (as that term is used in the school calendar or 185 days). During the summer recess, the term shall mean weekdays (Monday through Friday).

## SECTION 2. Grievance and Representative.

An individual teacher, or group of teachers, may present a grievance and may do so through the exclusive representative, and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance process.

Alternatively, with the consent of the teacher or teachers involved and under the same rules and limitations, including evidentiary requirements, which apply to teachers in this Grievance Procedure, the Association may grieve rather than the teacher or teachers themselves. In such an instance, should Step One be utilized, the Association shall notify the Superintendent in advance so that the Central Office may in its discretion have a representative join the principal during any Step One proceeding. However, should the Association seek to redress a system-wide grievance (in which case the consent of all teachers involved shall not be necessary), the grievance shall be submitted directly to the Superintendent or his designee at the Step Three level. If this is done, the Superintendent shall have an extra five (5) days within which to respond, beyond the normal time allocated for a Step Three response.

The adjustments of all grievances shall not be inconsistent with the terms of this contract.

## SECTION 3. Procedure.

### Step One

A grievance may be initiated in one (1) of the following ways:

1. The teacher may approach the building principal concerned and discuss the matter in his own behalf.
2. The teacher may request that a representative of the Association accompany the teacher and in such case the building principal shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

### Step Two

In the event the grievance is not resolved in Step One, the grievant may file a formal grievance in writing with the building principal on the form shown in Appendix 1.

1. The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal, and the school Central Office.
2. The grievance shall (1) name the teacher(s) involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this

Agreement alleged to have been violated or misinterpreted, (4) state the contention of the grievant with respect to the grievance, (5) indicate the specific relief requested, and (6) be signed by the teacher(s).

3. The grievance should be filed as soon as possible, but any grievance not presented in writing in Step Two within ten (10) days of the time the grievant knew, or reasonably should have known, of the grievance, shall be deemed waived and shall not be processed.
4. The teacher may request a meeting with the building principal and the Association representative may accompany the grievant. In any event, within five (5) days after receiving the written grievance, the building principal shall communicate his answer in writing to the grievant and the Association representative, and said answer shall be attached to the grievance.

### Step Three

1. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of receipt of the building principal's answer, appeal to the Superintendent, or his designee, by filing the grievance and the principal's answer, along with a written response of the teacher, if desired, with the Office of the Superintendent, which shall receipt thereof. Any such response by the grievant shall be attached to the grievance.
2. The teacher may request a meeting with the Superintendent, or his designated representative, and the Association representative may accompany the grievant. The Superintendent, or his designated representative, shall give the teacher an answer in writing no later than ten (10) days after receipt of the written grievance properly filed with the Office of the Superintendent. Such answer shall be attached to the grievance.

### SECTION 4. Other Provisions Relating to the Grievance Procedure.

1. At his option, a teacher may bypass Step One of this procedure.
2. Time limits herein may be extended only by mutual agreement, signed by the parties.
3. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teacher were present and working.
4. Steps of the grievance procedure shall be conducted during non-regular work hours, although any particular step may be conducted at another time if such time is mutually agreeable.
5. If there is a failure at any step to communicate the decision of a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
6. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the answer at the previous step.

7. Any grievance which arose prior to the effective date of this Agreement or after the termination of the date of this Agreement shall not be processed.
8. No probationary teacher may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew such teacher's contract.
9. No teacher shall use the grievance procedure to dispute any action by the Board which is in accordance with the State Tenure laws.
10. No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.

## ARTICLE V

### Travel Fringe Benefits

- A. Pupils/Liability. With regard to insurance coverage in the general area of pupil transport, which the Corporation agrees to purchase, the provisions of the current policy (which policy in effect at the time of ratification of this contract is expected to change from time to time during the term of this and succeeding contracts) providing liability insurance when teachers transport such pupils, or the provisions of any substantially similar policy with the same or other underwriters and/or agents, shall be deemed to be satisfactory.
- B. Travel Reimbursement. If a teacher is required during regular school hours to travel routinely on school business within the School Corporation limits as part of such teacher's regular teaching duties (not extracurricular duties) and is authorized to and does use his or her own automobile to travel on such school business, such teacher shall receive reimbursement for such travel, provided, the Superintendent of Schools first authorizes such pattern of regular travel for the particular teacher in question.

If a teacher, at the specific request of the School Corporation, attends an educational conference or meeting or makes a school visitation, is thereby required to travel outside the School Corporation, and is authorized to and does use his or her own automobile to travel on such school business, such teacher shall receive reimbursement for such travel, provided that the journey is approved in advance by the Superintendent of Schools.

A teacher authorized or approved in advance by the Superintendent of Schools to travel on school business and uses his or her own automobile shall be reimbursed at the Internal Revenue Service rate per mile that is in effect at the time the mileage is paid to the teacher.

## ARTICLE VI

### Additional Fringe and Other Benefits

- A. Life Insurance. The School Corporation agrees to pay the full cost, except for One Dollar (\$1.00) which shall be paid by each participating teacher, to provide coverage under a group life insurance policy for each teacher in the bargaining unit.

Such insurance shall provide benefits to the extent of One Hundred Thousand Dollars (\$100,000) in the event of accidental death as defined under the group policy and shall provide benefits to the extent of Fifty Thousand Dollars (\$50,000) in the event of death as a result of other insured causes.

Effective with the end of the 2005-2006 school year, retired teachers can maintain coverage in the School District's group life insurance program at the School Corporation's expense. At certain ages, the life insurance program may reduce the benefit payable. This life insurance benefit shall expire and shall no longer be provided by the School Corporation once the retired teacher becomes Medicare eligible.

- B. Group Medical Insurance. Teachers who elect to be covered by any medical insurance plan may select either single or family coverage and shall pay any difference in premium which results from such selection.

This section shall, however, be subject to the following limitation: each participating teacher shall contribute no less than the legally-required one dollar (\$1.00) per school year towards the cost of such insurance.

The School Corporation agrees to pay each month for teachers electing to participate in any plan other than the high deductible HSA compatible plan in the medical insurance program the following flat dollar contribution toward the cost of the premium:

1. \$503 per month toward a single plan; and
2. \$1,196 per month toward a family plan.

The teachers shall pay via payroll deduction the resulting difference in premium.

#### High Deductible HSA Compatible Plan – Option 1:

For teachers electing to participate in this high deductible HSA compatible plan in the medical insurance program, the School Corporation agrees to pay each month the following flat dollar contribution toward the premium:

1. \$560.00 toward a single plan; and
2. \$1,244.00 toward a family plan.

For the 2023-2024 and 2024-2025 school years, for those teachers who opt to enroll in this high deductible HSA compatible plan (Option 1) during open enrollment in the Fall of each school year, the School Corporation will make a one-time payment into each participating teacher's HSA account in the following amounts:

- (1) Single: \$500.00
- (2) Family: \$1,000.00

#### High Deductible HSA Compatible Plan – Option 2:

For teachers electing to participate in this high deductible HSA compatible plan in the medical insurance program, the School Corporation agrees to pay each month the following flat dollar contribution toward the premium:

- 1. \$580.00 toward a single plan; and
- 2. \$1,237.00 toward a family plan.

For the 2023-2024 and 2024-2025 school years, for those teachers who opt to enroll in this high deductible HSA compatible plan (Option 2) during open enrollment in the Fall of each school year, the School Corporation will make a one-time payment into each participating teacher's HSA account in the following amounts:

- (1) Single: \$750.00
- (2) Family: \$1,500.00

Beginning June 1, 2011, should both a husband and wife, as employees of the School Corporation, be entitled to the medical benefit of this section, no combining of monthly entitlements is allowed. For example, should one eligible employee choose the family plan, the School Corporation will contribute the applicable percent/flat dollar contribution of the cost of the monthly premium, without regard as to the status of the employee's spouse as an employee of the School Corporation. The eligible employee will pay via payroll deduction the resulting difference in premium.

Additionally, teachers employed for less than 1.0 FTE shall have a corporation contribution towards the monthly medical premium in the same proportion as their FTE. For example, a teacher employed as a .5 FTE shall have 50% of the applicable percent contributed by the school corporation.

The Board and the SEA agree to review options as they relate to further changes in plan benefits, offering a variety of plans, and adding additional tiers.

For those teachers who move from a PPO health plan to one of the high deductible/HSA compatible plans during open enrollment in the 2023-2024 and 2024-2025 school years, the School Corporation will make an additional one-time payment to the teacher's health savings account in the amount of \$750.00 for those enrolling in a single plan and \$1,500.00 for those enrolling in a family plan. This additional one-time HSA deposit is only available to those teachers who move from a PPO health plan to one of the high deductible/HSA compatible plans during the 2023-2024 and 2024-2025 school years.

During the 2023-2024 and 2024-2025 school years, the Board will provide two premium holidays in each contract year to all teachers enrolled in the School Corporation's health plans. The parties agree that the Business Manager may, in his discretion, provide additional premium holidays if he determines it is feasible.

- C. Dental Insurance. The School Corporation agrees to contribute Twenty Dollars (\$20.00) per month per participating teacher for the single plan and Forty-one Dollars (\$41.00) per month per participating teacher for the family plan in the dental insurance program.
- D. Vision Care Insurance. The School Corporation will contribute Ten Dollars (\$10.00) per month for the single plan premiums and Twenty-three Dollars (\$23.00) per month for the family plan premiums of the School Corporation's vision insurance plan.
- E. Long Term Disability Insurance. The School Corporation will provide and fully pay for a Long Term Disability Plan (Income Protection Insurance Plan) in which each teacher may elect to participate. The Long Term Disability Insurance Plan shall provide for an income protection benefit payment of sixty-six and two-thirds percent (66 2/3%) of the teacher's salary with a one hundred eighty (180) day qualification period.
- F. Worker's Compensation. The School Corporation shall participate under the Indiana Workmen's Compensation Act and Workmen's Occupational Diseases Act so that teachers who suffer from injuries or diseases which qualify under the provisions of such laws shall receive compensation in accordance with such law.
- G. Section 125. The School Corporation will implement a Section 125 (flexible fringe benefit plan) for teachers for the payment of health, dental, vision insurance premiums and non-reimbursed medical and dependent care costs. The participating teacher shall pay the monthly fee, if applicable.
- H. Teacher Retirement Fund Contribution. The School Corporation shall pay to the Indiana State Teachers' Retirement Fund (ISTRF) the teacher's three percent (3%) contribution obligation to the ISTRF.
- I. Service Years and Consistent Effective Teaching Pay. All teachers who have completed more than fifteen (15) years of teaching service, have completed a minimum of ten (10) consecutive years of service in the Seymour Community Schools, and receive an evaluation rating of highly effective or effective shall receive a payment of One Hundred Thirty Dollars (\$130.00) for each year of service in the Seymour Community School Corporation. Such payment shall be made into the teacher's 401(a) account. If the amount of the contribution exceeds the 401(a) contribution limits, then such amount over the 401(a) limit will be paid to the teacher's 401(a) account in subsequent years or directly to the teacher at retirement, whichever is earlier. Each July following the July in which any teacher first qualifies for the purchase of years of service in excess of their ten (10) years of service, if that teacher then accrues another year of service, the teacher will be entitled to receive an additional One Hundred Thirty Dollars (\$130.00) to the teacher's 401(a) account. These payments will be made to the teacher's 401(a) account no earlier than the start of the next school year following the July qualification date and no later than 60 days after the teacher is notified of his/her final evaluation rating for the preceding school year, whichever comes later.

All payments made in June of the applicable contract year pursuant to this provision shall be based upon the teacher's evaluation rating immediately preceding the payment. All payments made pursuant to this provision are based upon the

following two factors: (1) earning additional years of experience, which constitutes 33% of the payment amount; and (2) earning an evaluation rating of highly effective or effective, which constitutes 67% of the payment amount.

- J. Retirement Severance Pay. Retirement severance pay shall be granted to any eligible teacher who retires from employment with the School Corporation, based upon One Hundred Five Dollars (\$105.00) multiplied times the number of such teacher's unused and accumulated days of sick leave at the time of retirement.

Retirement severance pay shall be subject to the following conditions:

- a. To be eligible for retirement severance pay, a teacher must have been employed as a teacher in the Seymour Community Schools for a minimum of ten (10) consecutive years immediately prior to retirement, must have a minimum teaching experience of fifteen (15) years, and must have reached at least the age of fifty (50) years during or before the year of application for retirement severance benefits in accordance with this section;
- b. To be eligible for retirement severance pay, such teacher must give notice of the teacher's intention to retire to the Superintendent of Schools no later than the first day of May of the year of retirement. This requirement may be waived by the Superintendent of Schools; and
- c. Retirement severance pay will be paid to the estate of the teacher who dies prior to retirement if there are individual beneficiaries to the estate and the teacher has met the age and experience criteria in subsection (a) above.

A retiring teacher shall receive the retirement severance pay in the following manner:

1. If a teacher qualifies for Social Security Bridge Benefits provided by Article VI, Section L, the retirement severance pay of this Section J is not in addition to the severance pay of Section L, and the retiring teacher will receive payments as provided in Article VI, Section L only.
2. If a teacher does not qualify for Social Security Bridge Benefits provided by Article VI, Section L, the severance pay benefits provided herein will be paid in one lump sum payment on or before the June 30<sup>th</sup> following retirement.

These payments will be paid through a post separation 403(b) plan.

K. Retaining Insurance.

1. Teachers on Leave. Insurance programs which are normally paid through payroll deductions may be retained by the teacher at the teacher's own expense while such teacher is on any prolonged unpaid leave (including but not limited to a leave for which compensation has expired), provided first,

that the underwriter(s) involved as well as the State of Indiana allow such arrangement, and provided second, that the arrangement is otherwise legal.

2. Group Insurance for Retirees. In addition, and also subject to the two provisos stated above, retired teachers shall be allowed to retain, at such retired teacher's own expense, such teacher's Group Insurance only unless provided for in paragraph 3 below. To be eligible, the retired teacher (a) must have been employed as a teacher in the Seymour Community Schools Corporation for a minimum of fifteen (15) consecutive years immediately prior to retirement, (b) must have reached the age of fifty-five (55) and must not have qualified for Medicare.

The retired teacher shall not be allowed to retain Group Medical, Vision and/or Dental insurance, regardless of retirement age, after qualifying for Medicare. In addition, retired individuals shall not be allowed to rejoin the medical, vision, nor dental insurance group after dropping out of it for any part of their retirement; thus their coverage must be an unbroken continuation of the Group Medical, Vision, or Dental coverage which they last maintained as an active teacher. This provision will be interpreted so that if a teacher does not enroll or drops out of either Medical, Vision, or Dental, it does not disqualify contribution rights for continuing in the other group programs (the Medical, Vision, or Dental) for which there has been continual participation.

If a teacher and teacher spouse give proper notice of their intent to retire and the teacher or teacher spouse who meets the eligibility requirements to continue insurance dies before the effective date of retirement, then the surviving teacher will be permitted to retain Group Medical Insurance coverage as provided herein, until qualifying for Medicare or qualifying for group medical insurance with another employer.

3. The parties wish absolutely in this Retaining Insurance section to minimize any possibility of the School Corporation assuming any insurance obligation or function whatsoever or becoming a self-insurer or co-insurer, since any resulting liability or damages would be borne directly by the Corporation and indirectly by working teachers and would therefore be against the interest of both negotiating parties.

The rights granted in this section to retain certain insurance are therefore extended only with the following specific conditions and agreements. Individuals who wish to retain insurance shall, in accepting coverage, be deemed to have given their constructive consent to such conditions and agreements, shall be held to the knowledge of this section, and shall be held to the knowledge that the School Corporation acts only in reliance upon such conditions and agreements:

- a. Under no circumstances shall the School Corporation be deemed to have undertaken any legal obligation to individuals retaining insurance other than the single duty to receive premium payments from such individuals and remit to the insurer such monies as the Corporation receives from that individual.



- b. In receiving premium monies from employees or retired employees to pay to the appropriate insurer, the School Corporation acts as an agent of the individual and not as an agent of the insurer.
  - c. The employee or retired employee is fully charged with notice of the terms of the policy in question.
  - d. The School Corporation is not required to give notice of premiums due.
  - e. The School Corporation is not required to give notice of cancellation or lapse.
  - f. The School Corporation is not required to undertake any of the functions or obligations of an insurer, is understood not to be in the insurance business, and is not expected or required to have knowledge of or to comply with any of the laws, rules, or regulations affecting insurers.
4. The individual who wishes to retain insurance under this section shall work out a payment schedule with the School Corporation Central Office, detailing either lump sum payments or advance installments, and shall on his/her own initiative provide the Corporation with the full amount, on a timely advance basis, of any premium which is required to cover the relevant forthcoming group premium payment by the School Corporation.

L. Social Security Bridge Benefits and Severance Pay Incentive Program.

- 1. Requirements for Social Security Bridge Benefits & Severance Pay Incentive Program Eligibility:
  - a. Minimum of twenty (20) years of full-time teaching
  - b. Minimum of fifteen (15) years of full-time teaching in the Seymour Community School
  - c. Minimum of ten (10) consecutive years of full-time teaching immediately prior to retirement in the Seymour Community Schools
  - d. Must be at least fifty-five (55) years of age prior to receiving any benefits
  - e. Teacher must meet the State standards for retirement
- 2. Notification of Social Security Bridge Benefits & Severance Pay Incentive Program
  - a. Teacher must give written notice of teacher's intention to retire to the Superintendent of Schools no later than the first day of February of the year of retirement. This requirement shall be waived in cases of retirement caused unexpectedly by disability or ill health.

3. Determination of Benefits

- a. Social Security Bridge Benefits - Teachers who retire after the 2001-2002 school year will receive Six Thousand Dollars (\$6,000.00) per year of early retirement in between the ages of fifty-five (55) and the age the teacher qualifies for partial Social Security Benefits.

PLUS

- b. Severance Pay

One Hundred Five Dollars (\$105.00) multiplied times the number of such teacher's unused and accumulated days of sick leave at the time of retirement.

MINUS

- c. Maximum Severance Pay

- (1) The maximum severance pay usable in computing the Average Annual Compensation for retirement is limited to two thousand dollars (\$2,000). Such amount would be included in the retiring teacher's last year teaching contract to enhance benefits from Indiana State Teacher Retirement Fund.

Example: Teacher is 55 years old -- has 125 accumulated sick leave days.

Age 55 = 7 years x \$6,000 per year	\$ 42,000
*Sick Lv. Days = 125 x \$105 per day plus	<u>+13,125</u>
	\$ 55,125
Minimum Service	- 2,000
Social Security Bridge Benefits & Severance Pay Benefit	\$ 53,125

4. Method of Payment

Prorated in annual payments until teacher becomes qualified for partial Social Security benefits. The prorated annual payments will be paid through a post-separation 403(b). If the retiring teacher is entitled to more than five (5) years of the benefit as described in this Article VI, Section L(3), the total amount of the benefit shall be determined and divided into five (5) equal annual amounts which shall be paid by November 1 each year for five (5) years. All payments to said accounts must be completed within five (5) years of the teacher's retirement.

5. Additional Considerations

- a. Teacher retiring at an age past their eligibility for partial Social Security Benefits is eligible for severance pay program only.

- b. Teacher may continue under the Group Health Insurance (Medical, Vision, and/or Dental) program offered by the School Corporation until the teacher becomes eligible for Medicare. Such coverage is at the teacher's expense during the aforementioned period.
- c. Teacher electing the option shall not be rehired by the School Corporation unless he or she returns all money received.
- d. Social Security Bridge and Severance Pay Incentive Program will not be paid to the beneficiaries or the estate of a teacher who dies prior to retirement. Likewise, all payments being paid to a retired teacher under the Social Security Bridge and Severance Pay Incentive Program shall cease immediately upon the retiree's death.

M. Notification and Explanation of Specific Retirement Benefits. For those teachers who have provided a timely notice of retirement, the School Corporation will provide to the retiring teacher prior to the first day of May of the last year of teaching a written report setting forth (1) an estimate of the School Corporation's Retirement Severance Pay or Social Security Bridge Benefits and Severance Pay Incentive Program, (2) an explanation of the calculation to arrive at the estimated benefit payment, (3) identification of the variables that could change before the end of the school year, and (4) the dates upon which the retiring teacher would receive payments. Upon the request of and the scheduling of an appointment by a retiring teacher, a Corporation representative shall meet in May with each retiring teacher who has submitted the timely notice to confirm and explain the data on which the School Corporation's Retirement Severance Pay or Social Security Bridge Benefits and Severance Pay Incentive Program are computed. Such request for a meeting shall be made to the business office.

N. Group Medical, Vision, and Dental Insurance Retirement Buyout and Benefits

- 1. Elimination of Prior Agreement's Retirement Group Medical, Vision, and Dental Insurance Benefit

The Board and Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and Association confirm that the Retirement Group Medical, Vision, and Dental Insurance Benefit previously referenced in Article VI, Health Insurance Benefit, Section L(5)(b) (Additional Considerations), of the 2003-2005 collectively bargained agreement ("Prior Agreement") between the Board and the Association is terminated and, subject to the exceptions noted below, shall not apply to any teacher retiring or severing employment with the School Corporation on or after the effective date of these provisions. Those teachers who retired or severed employment before the effective date of these provisions shall only be entitled to the retirement benefits contained in the collective bargaining agreement in effect at the time he or she retired, but as may be otherwise revised from time to time.

Any 2003-2004 bargaining unit member who:

- (a) has attained the age of forty-five (45) on or before the date that the Board deposits the bond proceeds for the Group Medical, Vision, and Dental Insurance Benefit buyout into the individual account of the member; and

- (b) who retires from Seymour Community Schools prior to reaching the assumed retirement age of fifty-eight (58); and
- (c) who has satisfied the eligibility requirements listed in Article VI, Paragraph L(1)(a)(b)(c)(d) and (e);

shall have Group Medical, Vision, and/or Dental Insurance coverage provided at corporation expense at the dollar amount of the School Corporation's actual or potential contribution obligation towards the retiring teacher's individual plan (single plan) premiums when that teacher retires and continue at this same contribution dollar amount until June 30 of the year after the teacher reaches the assumed retirement age of fifty-eight (58) so long as the teacher does not qualify for Medicare.

Arrangements for such insurance must be made with the Business Office and are subject to the approval of the insurance carrier. The School Corporation's contributions are not transferable between or among the group Health Plan or Medical, Vision, and/or Dental. The School Corporation's contribution will be paid only for actual enrollment in any plan.

Once the bond proceeds have been deposited to the individual accounts of the teachers, the Board will develop a list of teachers who qualify for benefits under this "window." This list shall be maintained in the Business Office of the School Corporation and a copy of which will be maintained by the SEA.

## 2. Severance Benefits Buyout

### a. Entitlement to Retirement Benefits and Vesting

A teacher shall be fully vested in the funds in his/her VEBA buyout account described in this Article VI, Section N if/when the teacher satisfies the eligibility requirements listed in Article VI, Section L(1)(a)(b)(c)(d) and (e).

If a teacher has not fully satisfied these eligibility requirements upon his/her retirement, resignation or termination of employment for any reason, the Board's deposit contribution to the VEBA account on behalf of the teacher shall be forfeited.

If the retiring, resigning or terminated teacher is ever rehired, the forfeited account funds shall not be reinstated. A teacher who retires, resigns or who is terminated for any reason prior to satisfying the eligibility requirements shall not retain any prior partial vesting rights if ever rehired by the Board. However, if the Board approves a leave of absence for a teacher for reasons including, but not limited to, illness or military leave, such period of leave shall not result in forfeiture, provided the teacher shall promptly return to employment following the expiration of the period of leave.

The Association shall be provided written documentation of each forfeiture, including the individual and the amount of the forfeiture within thirty (30) days of the completion of the forfeiture.

### b. Actuarial Determination of Value of the Current Retirement Group Medical, Vision, and Dental Insurance Benefits

The Educational Services Corporation has been selected to determine the buy-out present value of the unfunded retirement group medical, vision, and dental insurance

benefits described in the prior agreement. In making this present value determination, the following assumptions shall be used:

- (i) The assumed interest rate for the purpose of determining the present value is seven percent (7.00%). However, for post-retirement cash flow purposes, a three and one-half percent (3.50%) interest rate shall be used.
- (ii) It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty eight (58) or attains age fifty eight (58) before August 15<sup>th</sup> of the next school year or at the end of the current year if the individual is already age fifty eight (58), or older. If an employee continues employment after the attainment of age fifty eight (58), the employee does continue to receive all ongoing Board contributions to the VEBA to which the employee may be entitled.
- (iii) The annual agreed amount of the group insurance retirement benefit buyout shall be eight thousand dollars (\$8,000) payable in monthly installments. However, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-eight (58), or (b) satisfaction of the eligibility requirements for TRF purposes.
- (iv) The Group Insurance Retirement Benefit Buyout amount for each employee will be determined, subject to the following adjustments:
  - a. The present value of the future insurance benefits will not be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the insurance benefits had been paid directly to the employee.
  - b. Employees hired after July 1, 2004 shall not be entitled to any payment for the eliminated group insurance benefit. In other words, no buyout contribution shall be made for individuals hired or rehired on or after July 1, 2004.
  - c. Neither the Uninsured Pensioners 1994 Mortality Table nor any other mortality table or tool shall be used to discount for mortality for the pre-eligibility period. No mortality is assumed post vesting.
  - d. No turnover discount rate shall be used.
  - e. The present value of the eliminated group insurance benefit from the prior agreement shall be calculated, effective as of December 31, 2004.
  - f. To confirm the accuracy of the underlying information to be used in the 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 December 31, 2004: age, and years of total and corporation service. The Educational Services Corporation 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 ten (10) days of receipt as final calculations will be prepared and the contributions hereinafter described will be commenced after such date. Corrections not returned to the Board until after the ten (10) days shall be disregarded.

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

c. Group Insurance Retirement Benefit Buyout VEBA

Effective the 2004-2005 school year, the Board shall establish and maintain a voluntary employees' beneficiary association ("VEBA") as described in section 501 (c)(9) of the Internal Revenue Code, for the benefit of teachers. The total sum of the amount calculated by Educational Services Corporation as the present value for the group insurance retirement benefits shall be contributed by the Board to the VEBA plan described in this Article VI, Section N(2)(c). Any errors in the calculations of the sum to be deposited by the Board shall be corrected so long as such error is brought to the attention of the Board within sixty (60) days of the initial deposit.

The teachers entitled to a Group Insurance Retirement Benefit Buyout and the agreed amounts of lump-sum deposits from the Board to which they are entitled are set forth in the Group Insurance Retirement Benefit Buyout Memorandum of Agreement dated May 10, 2006 signed by the parties. This Memorandum of Agreement will be kept by both the School Corporation and the Association.

All contributions to the VEBA plan originating from the buyout shall be subject to the eligibility requirements set forth in this Article VI, Section L(1)(a)(b)(c)(d) and (e). The single investment vendor for the VEBA plan shall be VALIC unless a change in vendor is mutually agreed upon by the Board and the Association.

The terms and conditions for the administration and operations of the VEBA shall be as follows:

- (i) The amount calculated for each employee will be invested in a separate account. 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.
- (ii) Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article VI, Section L(1)(a)(b)(c)(d) and (e), the employee shall have no access to the assets held in his or her separate VEBA account.
- (iii) Following retirement and the satisfaction of the eligibility requirements set forth in this Article VI, Section L(1)(a)(b)(c)(d) and (e), a retired employee may use the amounts held in his/her separate VEBA account to pay all amounts permitted by the IRS and the VEBA carrier. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.
- (iv) If an employee retires or otherwise terminates employment before satisfaction of the eligibility requirements set forth in this Article VI, Section L(1)(a)(b)(c)(d) and (e), the terminated employee's VEBA plan account shall be forfeited. The forfeited amounts shall be reallocated as determined by the Board subject to applicable law.
- (v) The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

d. Future Adjustments

The parties agree that this Article or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of

this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Article VI shall not affect the retirement benefits of teachers already receiving benefits.

O. Ongoing VEBA Retirement Contributions

Effective the 2004-2005 school year, the Board shall establish and maintain a voluntary employees' beneficiary association ("VEBA") as described in section 501 (c)(9) of the Internal Revenue Code, for ongoing Board retirement contributions for the benefit of teachers.

Effective the 2004-2005 school year, for all 2003-2004 bargaining unit employees, the Board shall contribute one percent (1.00%) of the teacher's individual base contract salary as reflected in Appendix B-1 (for 2023-2024) and Appendix B-2 (for 2024-2025) to each teacher's individual ongoing contribution VEBA account. This Board contribution shall be calculated and made on a monthly basis. This account shall be separate from the teacher's individual account that includes the Board's lump-sum group insurance retirement benefit buyout deposit described in Article VI, Section N.

Effective the 2004-2005 school year, for all newly-hired bargaining unit members whose contracts begin on or after August 1, 2004, the Board shall contribute one and three-tenths percent (1.30%) of the teacher's individual base contract salary as reflected in Appendix B-1 (for 2023-2024) and Appendix B-2 (for 2024-2025) to each teacher's individual ongoing contribution VEBA account. This Board contribution shall be calculated and made on a monthly basis.

VALIC shall be the organization administering the VEBA and shall be the single investment vendor for the VEBA unless a change in vendor is mutually agreed upon by the Board and the Association.

All bargaining unit members shall be immediately one hundred percent (100%) vested in all ongoing Board contributions to the teacher's individual VEBA account referenced in this Article VI, Section O. However, a teacher is not permitted to draw benefits under this provision until the teacher separates from service with the Seymour Community Schools.

- P. Criminal History Checks. The Board agrees to pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per I.C. 20-26-5-10. This provision shall only apply to current employees and is inapplicable to applicants for employment.

## ARTICLE VII

### Direct Compensation

- A. Extracurricular Schedules. The extracurricular schedules are set forth in Appendix A-1 and Appendix A-2.
- B. Salary Schedule. The New Hire Placement Salary Schedules are set forth in Appendix B-1 and B-2 respectively. Teachers who received an evaluation rating of Needs Improvement or Ineffective during the preceding school year shall not receive a salary increase during the following school year and shall remain frozen at their salary in effect during the prior school year.

The compensation plan is set forth in Appendix B-3.

- C. **Master Teacher Stipend.** All portions of this Section C (Master Teacher Stipend) that are not permitted to be bargained are based upon the policy of the School Corporation, are for informational purposes only and have not been bargained. The purpose of the Master Teacher stipend is to reward effective teaching, length of service in Seymour Community Schools and teaching experience. In order to qualify for the Master Teacher stipend, a teacher must: (1) have ten (10) consecutive years in the Seymour Community Schools; (2) have received an evaluation rating of highly effective or effective for the school year preceding the payment of the Master Teacher stipend; (3) provide a written election notice to the Business Office by June 30<sup>th</sup> of the school year immediately preceding the school year in which the teacher would receive his/her first Master Teacher stipend. Any teacher who has applied for and been granted career increment under any prior Seymour Community Schools' Master Teacher Contract preceding the 2014-2015 Master Teacher Contract will be grandfathered under the former career increment provisions that were in effect prior to the effective date of the 2014-2015 Master Teacher Contract and these teachers shall not be entitled to apply for or receive any Master Teacher Stipend under this section.

The annual Master Teacher stipend is \$1,200.00, which payment is based upon the following two factors: (1) 67% is based upon the teacher receiving an evaluation rating of highly effective or effective for the school year preceding the year in which the Master Teacher stipend is received; and (2) 33% is based upon the teacher's length of service and teaching experience in Seymour Community Schools.

A teacher who meets all requirements to earn a Master Teacher stipend may earn a maximum of five (5) annual \$1,200.00 Master Teacher stipends throughout a consecutive five (5) year period. The five (5) year consecutive period within which a qualifying teacher will be permitted to receive a Master Teacher stipend will begin the school year that the teacher receives the first Master Teacher stipend (which will be the school year following the teacher providing his/her written election notice) and will conclude at the end of the 5<sup>th</sup> consecutive year thereafter. A teacher can have the opportunity to earn a maximum of one \$1,200.00 Master Teacher stipend in any single school year. To illustrate, if a teacher provides his/her written election notice to the Business Office by June 30, 2024 and if the teacher receives an evaluation rating of highly effective or effective for the 2023-2024 school year and has at least ten (10) consecutive years in the Seymour Community Schools, then the teacher will qualify to receive his/her first Master Teacher stipend during the 2024-2025 school year. Under this example, the five (5) year consecutive period during which the teacher would be eligible to receive a Master Teacher stipend would commence during the 2024-2025 school year and would conclude at the end of the 2028-2029 school year.

In any year during the consecutive 5 year period that all eligibility requirements are not met, the teacher will forfeit the Master Teacher stipend for the following school year. To illustrate, using the example above, if that same teacher receives an evaluation rating of ineffective or needs improvement during the 2025-2026 school year, then the teacher would not receive a Master Teacher stipend during the 2026-2027 school year because he/she would have failed to receive a qualifying evaluation the previous school year. However, if the teacher receives an evaluation



rating of highly effective or effective for the 2026-2027 school year, then the teacher will be eligible to receive a Master Teacher stipend during the 2028-2029 school year because the teacher would have received a qualifying evaluation during the preceding school year.

Under no circumstances will a teacher be permitted to earn more than one \$1,200.00 Master Teacher stipend during any single school year in which he/she is eligible to receive a Master Teacher stipend. In addition, under no circumstances will a teacher be permitted to receive a Master Teacher stipend if the teacher has not received a final evaluation rating for the previous school year. For example, if a teacher would be on leave during a school year and the teacher would not receive a final evaluation rating for that school year, then the teacher would not qualify to receive a Master Teacher stipend the following school year. Also, evaluations cannot be finalized until all State data that is incorporated into the Seymour evaluation tool has been received by Seymour Community Schools. Therefore, no Master Teacher stipends may be paid in any given school year until all State data from the preceding school year has been received by the Seymour Community Schools and evaluations can be finalized for the preceding school year.

If the teacher would separate employment with the Seymour Community Schools for any reason prior to the end of the continuous five (5) year period, then the teacher will forfeit the opportunity to be paid any additional Master Teacher stipends following the separation of the teacher's employment from Seymour Community Schools.

A teacher who meets the criteria to receive a Master Teacher Stipend will receive the stipend payment in one lump sum no earlier than September 1 and no later than 60 days after the teacher is notified of his/her final evaluation rating for the preceding school year, whichever comes later.

**D. Payment.**

1. Teachers shall elect to be paid on one (1) of the three (3) following schedules:
  - a. Twenty-six (26) equal pays over the course of the contract payout year; or
  - b. Twenty-one (21) equal pays, based on the dollar value of the twenty-six (26) equal pays as described in item a, with the twenty-second (22<sup>nd</sup>) pay to be the lump sum balance of the contract balance due paid on the regularly scheduled second payroll of June following the end of the school year; or
  - c. every two (2) weeks for the number of days actually worked during the course of the two (2) week pay period.
2. Teachers shall elect their payment preference on a form provided by the school corporation. Said election shall be made prior to June 15 for existing teaching staff or prior to the first day of service for teaching staff hired after June 15 and said completed form shall be returned to the corporation treasurer. The payment schedule selected shall be irrevocable during the remainder of the school year and will remain in

effect for each following school year unless replaced with a timely filed alternative election.

3. Absence of a timely filed election form as described in item 2 above will automatically result in the teacher being placed on the payment schedule as described in item 1(c) above.
4. The payment schedule described in item 1(b) above is limited to no more than seventy-five (75) teachers. Should more than seventy-five (75) choose that election in any given contract year, actual participation shall be determined on a first-come, first-served basis, in accordance with the dates their election forms are received.
5. Payment of remaining salary in the case of any voluntary or involuntary severance, including retirement, shall be made within thirty (30) days of the final day of service.
6. The parties acknowledge that a true calendar year is actually one and a fraction days longer than fifty-two (52) weeks. This fact requires various calendar adjustments as a result of which additional Fridays can occur in any particular twelve (12) month period. It is accordingly understood that in certain contract payout years (approximately once each five (5) to six (6) years) which reflect such calendar adjustments, pay periods at regular two (2) week intervals would result in twenty-seven (27) paydays rather than twenty-six (26). However, since the teacher's gross pay (as per items 1(a) and 1(b) shown above) is divided by twenty-six (26) for the purpose of payout, if twenty-seven (27) pays were paid, teachers would inappropriately receive more than the total amount for which they have contracted. Since the parties strongly wish paydays to fall normally on Fridays, in order to avoid any such overpayment, they therefore acknowledge and agree that a three (3) week interval between pays shall be required periodically in response to such calendar adjustments.

- E. Extended Contracts. Teachers who are required to work extended contract days will receive their per diem rate of pay.

## ARTICLE VIII

### Term of Agreement

This Agreement is entered into between the Board of School Trustees for the Seymour Community Schools and the Seymour Education Association and shall be effective as of July 1, 2023 and shall continue in effect through June 30, 2025 except as specified otherwise in this agreement.

The undersigned also attest to the following:


A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana law on September 7, 2023. Electronic participation was not available.

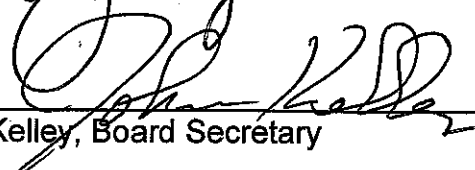
A public meeting in compliance with Indiana law was held on September 26, 2023 to discuss the tentative agreement and electronic participation was not available.

A public Board meeting in compliance with Indiana law was held on the date set forth below for ratification of the tentative agreement. Electronic participation was not available.

Ratified on the dates set forth below.

BOARD OF SCHOOL TRUSTEES  
SEYMOUR COMMUNITY SCHOOLS

By:   
Art Juergens, Board President

Attest:   
John Kelley, Board Secretary

Ratification Date: October 10, 2023

SEYMOUR EDUCATION ASSOCIATION

By:   
Association Co-President

By:   
Association Co-President

Attest:   
Association Secretary

Ratification Date: September 20, 2023

## GRIEVANCE FORM

Grievance # \_\_\_\_\_

School District \_\_\_\_\_ Distribution of Form:

1. Superintendent
2. Supervisor
3. Association
4. Teachers

Submit to Supervisor in Quadruplicate

Building _____	Assignment _____	Name of Grievant _____	Date Filed _____
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DATE CAUSE OF GRIEVANCE OCCURRED: \_\_\_\_\_

NAME OF TEACHER(S) SEEKING RELIEF: \_\_\_\_\_

NAME OF OTHER EMPLOYEE(S) INVOLVED, IF ANY: \_\_\_\_\_

IDENTIFICATION OF SPECIFIC PROVISIONS OF AGREEMENT VIOLATED OR MISINTERPRETED:

STATEMENT OF FACTS GIVING RISE TO THE GRIEVANCE AND CONTENTION OF THE GRIEVANT WITH RESPECT TO THE GRIEVANCE:

SPECIFIC RELIEF REQUESTED: \_\_\_\_\_

SIGNATURE OF TEACHER(S) SEEKING RELIEF

Appendix 1

Appendix A-1

SEYMOUR COMMUNITY SCHOOLS  
EXTRA-CURRICULAR STIPEND SCHEDULE

THE NUMBER OF POSITIONS IS FOR INFORMATIONAL PURPOSES AND HAS NOT BEEN BARGAINED.

Position				Count
Basketball	SHS - Head Varsity Coach - Boys	\$13,580.00		1
	SHS - Assistant Coach	\$5,350.00		3
	SHS - 9th Grade Coach	\$3,250.00		1
	SMS - Head Coach	\$2,850.00		3
	SMS - Assistant Coach	\$2,650.00		3
	Elementary Coach	\$1,500.00		5
	SHS - Head Varsity Coach - Girls	\$13,580.00		1
	SHS - Assistant Coach	\$5,350.00		2
	SHS - 9th Grade Coach	\$3,250.00		1
	SMS - Head Coach	\$2,850.00		3
	SMS - Assistant Coach	\$2,650.00		3
	Elementary Coach	\$1,500.00		5
	Elementary Coordinator	\$1,500.00		1
Football	SHS - Head Varsity Coach	\$13,580.00		1
	SHS - Assistant Coach	\$5,350.00		5
	SHS - 9th Grade Coach	\$3,250.00		2
	SMS - Head Coach	\$2,850.00		1
	SMS - Assistant Coach	\$2,650.00		3
	Elementary Coach	\$1,500.00		5
	Elementary Coordinator	\$1,500.00		1
Volleyball	SHS - Head Varsity Coach	\$13,580.00		1
	SHS - Assistant Coach	\$5,350.00		1
	SHS - 9th Grade Coach	\$3,250.00		1
	SMS - Head Coach	\$2,850.00		3
	SMS - Assistant Coach	\$2,650.00		4
	Elementary Coach	\$1,500.00		5
	Elementary Coordinator	\$1,500.00		1
Baseball	SHS - Head Varsity Coach	\$7,000.00		1
	SHS - Assistant Coach	\$3,250.00		4
Softball	SHS - Head Varsity Coach	\$7,000.00		1
	SHS - Assistant Coach	\$3,250.00		3
Track	SHS - Head Varsity Coach - Boys	\$7,000.00		1

	SHS - Assistant Coach	\$3,250.00		2
	SMS - Head Coach	\$2,850.00		1
	SMS - Assistant Coach	\$2,650.00		1
	SHS - Head Varsity Coach - Girls	\$7,000.00		1
	SHS - Assistant Coach	\$3,250.00		2
	SMS - Head Coach	\$2,850.00		1
	SMS - Assistant Coach	\$2,650.00		1
	SHS - Head Unified Coach - B & G	\$2,200.00		1
	SHS - Assistant Unified Track Coach	\$850.00		1
<b>Wrestling</b>	SHS - Head Varsity Coach	\$7,000.00		1
	SHS - Assistant Coach	\$3,250.00		2
	SMS - Head Coach	\$2,850.00		1
	SMS - Assistant Coach	\$2,650.00		1
	Elementary Coordinator	\$1,500.00		1
<b>Gymnastics</b>	SHS - Head Varsity Coach	\$7,000.00		1
	SHS - Assistant Coach	\$3,250.00		1
<b>Swimming</b>	SHS - Head Varsity Coach - Boys	\$7,000.00		1
	SHS - Assistant Coach	\$3,250.00		2
	SHS - Head Varsity Coach - Girls	\$7,000.00		1
	SHS - Assistant Coach	\$3,250.00		1
	SMS - Head Coach	\$2,650.00		1
<b>Soccer</b>	SHS - Head Varsity Coach - Boys	\$7,000.00		1
	SHS - Assistant Coach	\$3,250.00		5
	SMS - Head Coach	\$2,850.00		1
	SMS - Assistant Coach	\$2,650.00		1
	SHS - Head Varsity Coach - Girls	\$7,000.00		1
	SHS - Assistant Coach	\$3,250.00		5
	SMS - Head Coach	\$2,850.00		1
	SMS - Assistant Coach	\$2,650.00		1
<b>Cross</b>	SHS - Head Varsity Coach - Boys	\$7,000.00		1
<b>Country</b>	SHS - Assistant Coach	\$3,250.00		1
	SMS - Head Coach	\$2,850.00		1
	SMS - Assistant Coach	\$2,650.00		1
	SHS - Head Varsity Coach - Girls	\$7,000.00		1
	SHS - Assistant Coach	\$3,250.00		1
	SMS - Head Coach	\$2,850.00		1
	SMS - Assistant Coach	\$2,650.00		1
<b>Golf</b>	SHS - Head Varsity Coach - Boys	\$4,400.00		1
	SHS - Assistant Coach	\$2,000.00		1
	SMS - Head Coach	\$2,850.00		1

	SHS - Head Varsity Coach - Girls	\$4,400.00		1
	SHS - Assistant Coach	\$2,000.00		1
	SMS - Head Coach	\$2,850.00		1
<b>Tennis</b>	SHS - Head Varsity Coach - Boys	\$4,400.00		1
	SHS - Assistant Coach	\$2,050.00		1
	SMS - Head Coach	\$2,850.00		4
	SMS - Assistant Coach	\$2,000.00		1
	SHS - Head Varsity Coach - Girls	\$4,400.00		1
	SHS - Assistant Coach	\$2,050.00		1
	SMS - Head Coach	\$2,850.00		4
	SMS - Assistant Coach	\$2,000.00		1
<b>Cheerleading</b>	SHS - Head Varsity Coach - B & G	\$5,000.00		1
	SHS - Assistant Coach	\$2,650.00		1
	SMS - Head Coach	\$3,000.00		1
	SMS - Assistant Coach	\$2,000.00		1
	<b>Position</b>			<b>Count</b>
	SHS - Yearbook Sponsor	\$3,000.00		1
	SMS - Yearbook Sponsor	\$3,000.00		1
	SHS - Newspaper Sponsor	\$2,200.00		1
	Corporation Media Specialist	\$2,200.00		1
	Corporation Art Coordinator	\$2,200.00		1
	SHS - Academic Coach	\$1,750.00		1
	SMS - Academic Coach	\$1,750.00		1
	Elementary Academic Coaches	\$500.00		10
	Maverick Challenge Coordinator	\$1,600.00		1
	Robotics Sponsor	\$1,000.00		1
	National Honor Society Sponsor	\$1,000.00		
	Senior Class Sponsor - Chairperson	\$1,300.00		1
	Senior Class Sponsor - Other	\$750.00		1
	Junior Class Sponsor - Chairperson	\$800.00		1
	Junior Class Sponsor - Other	\$600.00		1
	SHS - ECA Activities - Concessions	\$2,900.00		2
	SMS - ECA Activities - Concessions	\$2,900.00		1
	Vocational Agriculture Teacher	\$5,100.00		4

	<b>Department Chairpersons</b>	<b>\$1,500.00</b>		<b>8</b>
	<b>Brown Bouncing Bears</b>	<b>\$1,000.00</b>		<b>1</b>
	<b>Redding Hopping Hornets</b>	<b>\$800.00</b>		<b>1</b>
	<b>Merit League</b>	<b>\$500.00</b>		
	<b>SHS - Student Government Sponsor</b>	<b>\$1,500.00</b>		<b>1</b>
	<b>SMS - Student Government Sponsor</b>	<b>\$850.00</b>		<b>1</b>
	<b>6GC - Student Government Sponsor</b>	<b>\$500.00</b>		<b>1</b>
	<b>SHS - Assistant Band Director</b>	<b>\$5,000.00</b>		<b>2</b>
	<b>SMS - Band Director</b>	<b>\$2,850.00</b>		<b>1</b>
	<b>SHS - Assistant Choir Director</b>	<b>\$1,500.00</b>		<b>1</b>
	<b>SMS - Choral Director</b>	<b>\$2,850.00</b>		<b>1</b>
	<b>SHS - Color Guard Director</b>	<b>\$5,000.00</b>		<b>1</b>
	<b>SHS - Assistant Director</b>	<b>\$2,850.00</b>		<b>1</b>
	<b>SMS - Color Guard Director</b>	<b>\$3,000.00</b>		<b>1</b>
	<b>SMS - Assistant Director</b>	<b>\$2,000.00</b>		<b>1</b>

	<b>Play Director - Drama Club or Jr Class</b>	<b>\$1,250.00</b>		<b>1</b>
	<b>Musical - Pit Conductor</b>	<b>\$1,800.00</b>		<b>1</b>
	<b>Musical - Assistant Director</b>	<b>\$1,800.00</b>		<b>1</b>
	<b>Musical - Technical Director</b>	<b>\$1,800.00</b>		<b>1</b>
	<b>Musical - Sound Designer / Operator</b>	<b>\$1,500.00</b>		<b>1</b>
	<b>Musical - Choreographer</b>	<b>\$1,500.00</b>		<b>1</b>
	<b>Musical - Set Designer / Manager</b>	<b>\$1,500.00</b>		<b>1</b>

For the purpose of this Appendix A-1, Middle School is designated as grades 6, 7 and 8.

This Appendix A-1 applies to all teachers who, as of the end of the 2012-2013 school year, had been coaching the same sport for 5 or fewer years.

Each teacher who will hold an ECA position during the school year will have the option to be paid his/her ECA stipend throughout the course of the regular payroll schedule that he/she elects under Article VII, paragraph D or be paid his/her ECA stipend in one lump sum at end of the teacher's ECA season. Each teacher who will be working in an ECA position during the school year must let the Business Office know in writing by the first day of the school year which pay option he/she is electing. Any teacher who does not make an ECA payroll election under this provision will be paid throughout the course of the regular payroll schedule that the teacher has selected under Article VII, Paragraph D.



Appendix A-2

SEYMOUR COMMUNITY SCHOOLS  
EXTRA-CURRICULAR STIPEND GRANDFATHER SCHEDULE

The salary for only grandfathered teachers covered by this schedule will be calculated by multiplying the index times the bachelor base effective for that school year.

	<u>6-10 Years</u>	<u>11+ Years</u>
<b>Middle School Tennis Boys (Darrell Martin)</b>	<b>.063</b>	<b>.068</b>
<b>Play Director (Erik Stangland)</b>		<b>.042</b>

For the purpose of this Appendix A-2, Middle School is designated as grades 6, 7 and 8.

This Appendix A-2 applies only to those grandfathered teachers specifically identified in this schedule who, as of the end of the 2012-2013 school year, had been coaching the same sport for 6 or more years and will continue coaching the same sport. Once the identified grandfathered teacher ceases coaching his/her sport on this schedule, then such sport shall be editorially deleted from Appendix A-2 and any new coach hired shall be paid in accordance with the schedule in Appendix A-1.

The positions and employees identified above are for informational purposes only and have not been bargained.

# **APPENDIX B-1 –2023-2024 SALARY SCHEDULE**

	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250
Rows	BS-0 Salary	BS-113	BS-136 or MS	MR-115	MR-309
A	\$ 43,250.00	\$ 47,500.00	\$ 48,750.00	\$ 50,000.00	\$ 51,250.00
B	\$ 47,500.00	\$ 48,750.00	\$ 50,000.00	\$ 51,250.00	\$ 52,500.00
C	\$ 48,750.00	\$ 50,000.00	\$ 51,250.00	\$ 52,500.00	\$ 53,750.00
D	\$ 50,000.00	\$ 51,250.00	\$ 52,500.00	\$ 53,750.00	\$ 55,000.00
E	\$ 51,250.00	\$ 52,500.00	\$ 53,750.00	\$ 55,000.00	\$ 56,250.00
F	\$ 52,500.00	\$ 53,750.00	\$ 55,000.00	\$ 56,250.00	\$ 57,500.00
G	\$ 53,750.00	\$ 55,000.00	\$ 56,250.00	\$ 57,500.00	\$ 58,750.00
H	\$ 55,000.00	\$ 56,250.00	\$ 57,500.00	\$ 58,750.00	\$ 60,000.00
I	\$ 56,250.00	\$ 57,500.00	\$ 58,750.00	\$ 60,000.00	\$ 61,250.00
J	\$ 57,500.00	\$ 58,750.00	\$ 60,000.00	\$ 61,250.00	\$ 62,500.00
K	\$ 58,750.00	\$ 60,000.00	\$ 61,250.00	\$ 62,500.00	\$ 63,750.00
L	\$ 60,000.00	\$ 61,250.00	\$ 62,500.00	\$ 63,750.00	\$ 65,000.00
M	\$ 61,250.00	\$ 62,500.00	\$ 63,750.00	\$ 65,000.00	\$ 66,250.00
N	\$ 62,500.00	\$ 63,750.00	\$ 65,000.00	\$ 66,250.00	\$ 67,500.00
O	\$ 63,750.00	\$ 65,000.00	\$ 66,250.00	\$ 67,500.00	\$ 68,750.00
P	\$ 65,000.00	\$ 66,250.00	\$ 67,500.00	\$ 68,750.00	\$ 70,000.00
Q	\$ 66,250.00	\$ 67,500.00	\$ 68,750.00	\$ 70,000.00	\$ 71,250.00
R	\$ 67,500.00	\$ 68,750.00	\$ 70,000.00	\$ 71,250.00	\$ 72,500.00
S	\$ 68,750.00	\$ 70,000.00	\$ 71,250.00	\$ 72,500.00	\$ 73,750.00
T	\$ 70,000.00	\$ 71,250.00	\$ 72,500.00	\$ 73,750.00	\$ 75,000.00
U	\$ 71,250.00	\$ 72,500.00	\$ 73,750.00	\$ 75,000.00	\$ 76,250.00
V		\$ 73,750.00	\$ 75,000.00	\$ 76,250.00	\$ 77,500.00
W		\$ 75,000.00	\$ 76,250.00	\$ 77,500.00	\$ 78,750.00
X		\$ 76,250.00	\$ 77,500.00	\$ 78,750.00	\$ 80,000.00
Y		\$ 77,500.00	\$ 78,750.00	\$ 80,000.00	\$ 81,250.00
Z			\$ 80,000.00	\$ 81,250.00	\$ 82,500.00
AA			\$ 81,250.00	\$ 82,500.00	\$ 83,750.00
BB			\$ 82,500.00	\$ 83,750.00	\$ 85,000.00
CC			\$ 83,750.00	\$ 85,000.00	\$ 86,250.00
DD			\$ 85,000.00	\$ 86,250.00	\$ 87,500.00

## **APPENDIX B-2 –2024-2025 NEW HIRE PLACEMENT SALARY SCHEDULE**

**There will be no row or column advancement for returning teachers for the 2024-2025 school year. Rather, this Appendix B-2 will be used solely for the placement of new hires for the 2024-2025 school year. For a description of the Compensation Plan for the 2024-2025 school year, see Appendix B-3.**

Rows	\$1,250 BS-0 Salary	\$1,250 BS+18	\$1,250 BS+36 or MS	\$1,250 M+15	\$1,250 M+30
A	\$ 49,250.00	\$ 50,500.00	\$ 51,750.00	\$ 53,000.00	\$ 54,250.00
B	\$ 50,500.00	\$ 51,750.00	\$ 53,000.00	\$ 54,250.00	\$ 55,500.00
C	\$ 51,750.00	\$ 53,000.00	\$ 54,250.00	\$ 55,500.00	\$ 56,750.00
D	\$ 53,000.00	\$ 54,250.00	\$ 55,500.00	\$ 56,750.00	\$ 58,000.00
E	\$ 54,250.00	\$ 55,500.00	\$ 56,750.00	\$ 58,000.00	\$ 59,250.00
F	\$ 55,500.00	\$ 56,750.00	\$ 58,000.00	\$ 59,250.00	\$ 60,500.00
G	\$ 56,750.00	\$ 58,000.00	\$ 59,250.00	\$ 60,500.00	\$ 61,750.00
H	\$ 58,000.00	\$ 59,250.00	\$ 60,500.00	\$ 61,750.00	\$ 63,000.00
I	\$ 59,250.00	\$ 60,500.00	\$ 61,750.00	\$ 63,000.00	\$ 64,250.00
J	\$ 60,500.00	\$ 61,750.00	\$ 63,000.00	\$ 64,250.00	\$ 65,500.00
K	\$ 61,750.00	\$ 63,000.00	\$ 64,250.00	\$ 65,500.00	\$ 66,750.00
L	\$ 63,000.00	\$ 64,250.00	\$ 65,500.00	\$ 66,750.00	\$ 68,000.00
M	\$ 64,250.00	\$ 65,500.00	\$ 66,750.00	\$ 68,000.00	\$ 69,250.00
N	\$ 65,500.00	\$ 66,750.00	\$ 68,000.00	\$ 69,250.00	\$ 70,500.00
O	\$ 66,750.00	\$ 68,000.00	\$ 69,250.00	\$ 70,500.00	\$ 71,750.00
P	\$ 68,000.00	\$ 69,250.00	\$ 70,500.00	\$ 71,750.00	\$ 73,000.00
Q	\$ 69,250.00	\$ 70,500.00	\$ 71,750.00	\$ 73,000.00	\$ 74,250.00
R	\$ 70,500.00	\$ 71,750.00	\$ 73,000.00	\$ 74,250.00	\$ 75,500.00
S	\$ 71,750.00	\$ 73,000.00	\$ 74,250.00	\$ 75,500.00	\$ 76,750.00
T	\$ 73,000.00	\$ 74,250.00	\$ 75,500.00	\$ 76,750.00	\$ 78,000.00
U	\$ 74,250.00	\$ 75,500.00	\$ 76,750.00	\$ 78,000.00	\$ 79,250.00
V		\$ 76,750.00	\$ 78,000.00	\$ 79,250.00	\$ 80,500.00
W		\$ 78,000.00	\$ 79,250.00	\$ 80,500.00	\$ 81,750.00
X		\$ 79,250.00	\$ 80,500.00	\$ 81,750.00	\$ 83,000.00
Y		\$ 80,500.00	\$ 81,750.00	\$ 83,000.00	\$ 84,250.00
Z			\$ 83,000.00	\$ 84,250.00	\$ 85,500.00
AA			\$ 84,250.00	\$ 85,500.00	\$ 86,750.00
BB			\$ 85,500.00	\$ 86,750.00	\$ 88,000.00
CC			\$ 86,750.00	\$ 88,000.00	\$ 89,250.00
DD			\$ 88,000.00	\$ 89,250.00	\$ 90,500.00

## **APPENDIX B-3**

### **COMPENSATION PLAN**

#### **I. COMPENSATION MODEL SPECIFICATIONS**

The compensation model bargained between the Seymour Community School Corporation and the Seymour Education Association is set forth below. Under IC 20-28-9-1.5, a compensation model must use a combination of at least two of the following factors: Possession of content area degrees and content area credit hours beyond the requirements for employment and years of experience (which cannot account for more than 50% of a teacher's salary increase); teacher evaluation; instructional leadership roles; and meeting academic needs of students. The compensation model for the 2023-2024 school year uses teacher evaluation, education and academic needs for a base salary increase. The compensation model for the 2024-2025 school year uses teacher evaluation and academic needs for a base salary increase.

#### **GENERAL ELIGIBILITY CRITERIA FOR 2023-2024 AND 2024-2025:**

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

#### **FACTORS AND DEFINITIONS FOR 2023-2024:**

**Evaluation:** The teacher has not been evaluated in the bottom two performance categories (improvement necessary or ineffective) for the prior school year.

**Education:** Newly attaining a content area degree or content area credit hours beyond the requirements for employment since January 1, 2023. "Content area" is as defined by the Indiana Department of Education.

**Academic Needs:** The importance of retaining all teachers in the Corporation to provide educational continuity for students.

**DISTRIBUTION OF BASE SALARY INCREASE FOR 2023-2024:** The 2023-2024 salary scale in Appendix B-1 reflects a \$2,500 across the board increase compared to the 2022-2023 salary scale. In addition, there has been one additional row added to the top of each education column in the 2023-2024 salary schedule (with the "top" referring to the highest salary in each education column). All eligible teachers who meet the academic needs factor will receive the across the board increase to the scale. In addition, eligible returning teachers who meet the evaluation factor will be permitted to take one step down in their respective education column for an additional base salary increase of \$1,250.

Furthermore, eligible returning teachers who meet the education factor will be permitted (after taking one step down for meeting the evaluation factor) to slide straight across to the next education column. No eligible teacher who meets the education factor will be permitted to advance more than one education column. The distribution plan described herein can be summarized as follows:

Evaluation: \$1,250 (step down)

Education: \$1,250 (column advancement)

Academic Needs: \$2,500 (across the board increase to the 2023-2024 salary schedule)

The maximum total base salary increase a teacher may receive in the 2023-2024 school year is \$5,000. The education factor does not exceed 50% of an eligible teacher's total base salary increase. ( $\$1,250/\$5,000 = 25\%$ )

#### **FACTORS AND DEFINITIONS FOR 2024-2025:**

Evaluation: The teacher has not been evaluated in the bottom two performance categories (improvement necessary or ineffective) for the prior school year.

Academic Needs: The importance of retaining all teachers in the Corporation to provide educational continuity for students.

**DISTRIBUTION OF BASE SALARY INCREASE FOR 2024-2025:** The 2024-2025 salary scale in Appendix B-2 reflects a \$3,000 across the board increase compared to the 2023-2024 salary scale. THERE WILL BE NO ROW ADVANCEMENT OR COLUMN ADVANCEMENT DURING THE 2024-2025 SCHOOL YEAR. Rather, all eligible teachers will remain in the same row and education column that they were in during the 2023-2024 school year. Eligible returning teachers will receive a \$3,000 base salary increase for the across the board increase to the 2024-2025 salary schedule, which base salary increase will be distributed as follows:

Evaluation: \$1,500

Academic Needs: \$1,500

The maximum total base salary increase a teacher may receive in the 2024-2025 school year is \$3,000.

#### **NO RAISE FOR IMPROVEMENT NECESSARY AND INEFFECTIVE TEACHERS**

Under Indiana Code 20-28-9-1.5, a teacher rated "Ineffective or "Improvement Necessary" may not receive any raise or increment for the following year unless eligible for the increase in accordance with Indiana Code 20-28-9-1.5(g). In other words, should a teacher's evaluation rating fall into one of the bottom two performance categories, the

teacher's salary will remain the same as the previous year, or for all practical purposes the salary amount is frozen.

### **Placement of New Teachers on the Salary Schedule.**

Appendix B-1 will be used to place new hires for the 2023-2024 school year. (Note: Appendix B-1 is also being used during the 2023-2024 school year to distribute base salary increases to returning teachers as is explained in the distribution plan described above.) Appendix B-2 will be used during the 2024-2025 school year solely for the placement of new hires. Except for hard to fill positions (which is addressed below in this paragraph), new teachers who are hired during the term of this contract will be placed in Appendix B-1 (for 2023-2024) and in Appendix B-2 (for 2024-2025) at a salary that mirrors the salary of a current employee with the same degree and years of experience. Teachers newly hired to the School Corporation during the 2023-2024 school year prior to ratification of this contract will have their starting base salary adjusted upward by \$2,500.

With respect to hard to fill positions, the Superintendent will have the discretion to place the teacher up to four steps higher on the salary schedule than where the teacher would ordinarily be placed on the salary schedule.

### **Redistribution of Forfeited Salary Increases During Term of Contract.**

Any salary increases that are required to be forfeited by a teacher during the term of this agreement due to the teacher being evaluated as needs improvement or ineffective will be redistributed equally to the highly effective and effective teachers in the form of a one-time stipend by the end of the applicable school year.

### **Salary Range**

The salary range before any base salary increases are applied during the 2023-2024 school year is \$43,750 to \$83,750. The salary range for the 2023-2024 school year after base salary increases are applied is \$46,250 to \$87,500.

The salary range before any base salary increases are applied during the 2024-2025 school year is \$46,250 to \$87,500. The salary range for the 2024-2025 school year after base salary increases are applied is \$49,250 to \$90,500.

### **Dual Credit Stipend**

A teacher teaching a dual credit course(s) will receive a stipend of \$1,500. This stipend is not per class but is one maximum stipend for each dual credit teacher of \$1,500. If the teacher only teaches dual credit for one semester, then the stipend will be pro-rated to \$750.

## APPENDIX 4

### ANCILLARY DUTY PAYS

1. Unassigned Duty Time – Ancillary Duty Pay. In the event the teacher is assigned duties on any given day (other than under an arrangement which has been proposed by the principal and agreed to by the individual involved), and does not receive the statutory thirty (30) minute period under Indiana Code 20-28-10-19, the teacher will be paid the amount of Ten Dollars (\$10.00) within thirty (30) calendar days.
2. Summer Workshops – Ancillary Duty Pay. Teachers who work a summer workshop(s) will receive ancillary duty pay in the amount of \$125.00 per day.
3. Curriculum Development Project Compensation – Ancillary Duty Pay. A teacher employed for a curriculum development project approved by the Superintendent for a specific amount of work in addition to the work of textbook adoption or curriculum revision committees will be provided release time or compensation. If the teachers are to be compensated they shall be paid at a daily rate of one hundred twenty-five dollars (\$125.00) and sixty-two dollars and fifty cents (\$62.50) for one-half (1/2) day or less. This compensated rate may also be utilized for professional development meetings designed by the School Corporation to be compensated.
4. Professional Development for Teachers Newly Hired in the School Corporation – Ancillary Duty Pay. Teachers newly hired by the School Corporation may be required to attend professional development meetings during the summer break prior to the start of their first school year. Newly hired teachers will be compensated at a rate of one hundred twenty-five dollars (\$125.00) for a full day and sixty-two dollars and fifty cents (\$62.50) for one-half (1/2) day or less.
5. Supervision Duties Outside the Contracted Day – Ancillary Duty Pay. When a teacher is assigned supervision duties outside the contracted day that will result in the teacher working more than his/her contracted hours, then the teacher will be compensated pro-rata at his/her respective hourly rate or will be permitted to flex his/her work day on that day or another day. For example, if a teacher is required to do bus duty 15 minutes before the contracted work day and the Principal is unable to allow the teacher to flex his/her work day to leave 15 minutes early that day or another day, then the teacher will receive compensation at his/her daily rate for that 15 minutes. The teacher will be required to document all time worked, the Principal must sign off, and such documentation must be submitted to the Business Manager.