
APPENDIX A Compensation

A.1 The Compensation Schedule — The Compensation Schedules for 2005/06 through 2007/08 shall be as attached. As of the 2004/05 school year, the BA 36 and BA 48 columns will no longer be accessible for those who have not already attained either of these columns. Those who have attained these columns by this school year, may remain in them.

A.2 Earned Doctorate — An earned doctorate in a field approved by the Superintendent in terms of the needs of the assignment shall be recognized as follows:

Compensation schedule position relative to approved years of experience on the M.A. + 54 Step, plus \$1000.

A.3 Teacher Retirement System (TRS) and Teacher Retirement Insurance Plan (TRIP) — The Board shall remit for each teacher the amount due such teacher pursuant to the Compensation Schedule of this Agreement to TRS and TRIP. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from TRS.

The balance of the amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board.

No teacher shall have the option of choosing to receive the amounts contributed by the Board directly, and assumption and payment of teachers' required contribution to TRS as a condition of employment made in order to secure the teacher's future services, knowledge and experience.

The obligation of the Board hereunder shall cease upon a determination by the Internal Revenue Service or a court of competent jurisdiction that such Board paid retirement is prohibited by law or is ineffective in sheltering the designated portion of the teachers' salaries.

The Association and each teacher will indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to TRS. No claim, demand, action, or suit shall assert liability of the Board and/or the Association or shall be settled or

compromised in any manner without the express written consent of both parties.

A.4 Cafeteria Plan Provision — The Board shall maintain a flexible benefit plan which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

A teacher may annually elect to participate by choosing to receive benefits not to exceed \$20,000 in any plan year. The amount elected shall be deducted from the teacher's compensation along with deduction of contributions to TRS. The plan year shall be October 1 through September 30. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
- b. Reimbursement for the amount of the deductibles on the group insurance and for any other unreimbursed medical care as defined in Section 213 of the Internal Revenue Code.
- c. Reimbursement for dependent care assistance as defined in Section 129 of the Internal Revenue Code up to \$5,000 or \$2,500 if married participant files separate return.

The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year.

The dollar total of the designated fringe benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year unless otherwise specified.

Claims for reimbursement may be submitted no more often than once per month, in minimum amounts of not less than \$50 (except for the final month in a plan year), unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.