

CONTRACT

Between the

BOARD OF SCHOOL TRUSTEES

of the

TIPPECANOE VALLEY SCHOOL CORPORATION

and the

TIPPECANOE VALLEY CLASSROOM TEACHERS ASSOCIATION

2020-2021

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ARTICLE I - RECOGNITION

The Tippecanoe Valley Classroom Teachers Association is hereby recognized by the Tippecanoe Valley School Corporation as the bargaining agent for the Tippecanoe Valley certified employees excluding the superintendent, assistant superintendent, principals, assistant principals, special services director, curriculum director, psychologists, athletic director, assistant athletic director, media director, head coaches of basketball and football and substitute teachers, hereinafter called the bargaining unit, pursuant to Indiana Law providing for bargaining collectively.

ARTICLE II-DEFINITIONS

- A. The term "Teacher," when used in this agreement, shall refer to all certified employees represented by the Tippecanoe Valley Classroom Teacher's Association in the bargaining unit as defined in Article I.
- B. The term "Board" when used in this agreement, shall refer to the Board of School Trustees, Tippecanoe Valley School Corporation, and any person(s) authorized by them to act in their behalf in dealing with the teachers.

ARTICLE III - PAYROLL DEDUCTIONS

The Board agrees to deduct Association dues from the salary of those teachers who have authorized such deductions. Forms for such authorization shall be provided by the Association and shall be submitted to the Board's representative on or before October 1. Such authorization shall continue in effect unless revoked in writing by the employee before October 1. Deductions shall be made in ten (10) equal installments in the amount to be determined each September and deducted from each pay in the months of November, December, January, February and March.

The proceeds of the deduction shall be available from the Board's Treasurer to the Association on the third work day following the date of disbursement of checks to the teachers. Payroll deductions for a singularly named credit union, United Way, insurance programs of the school corporation, annuities, 403(b) programs, and United States Savings Bonds shall be granted provided the specific name of the credit union, the annuity companies, and the 403(b) administrators are identified by the Superintendent of Tippecanoe Valley School Corporation. Any changes desired in payroll deductions must be made in writing at least thirty (30) days in advance.

Where a third party is involved, those transactions shall be arranged prior to notification to the superintendent's office (e.g., annuities, credit union, etc.).

ARTICLE IV - LEAVES OF ABSENCE

Sick Leave

All teachers are entitled to be absent from work with full pay for the purpose of sickness (physical or mental), quarantine, appointments related to health, or illness in the immediate family. A total of ten (10) days the first year of employment and nine (9) each succeeding year of employment will be granted.

At the end of the school year unused sick leave shall be transferred to the teacher's accumulated sick leave. Accumulated sick leave can only be used for the purposes of sickness, quarantine, appointments related to health, or illness in the immediate family. Accumulated sick leave can accumulate to 156 days. Sick leave days accumulated over 156 that are not used in a school year will be paid out at \$70.00 a day and such sum will be deposited into the teacher's 403(b) account.

After the first year in TVSC, sick days accumulated in the previous school system shall be transferred to accumulated sick leave at the rate of three (3) days per year.

Sick Leave Bank

1. Purpose:

To provide additional sick or accidental benefits beyond normal sick leave policy for certified staff members who are unable to perform their normal duties because of illness, quarantine, disability or doctors advice.

2. Participants:

All certified personnel who choose to contribute. Non-contributors relinquish the right to benefit from the bank.

3. Structure:

- a. The bank shall be formed and maintained by consenting participants. To enter the program, participants shall contribute two (2) days.
- b. The total accumulation of sick leave days in the sick leave bank shall never exceed 200. (Except by new membership.)
- c. Once the sick leave days are contributed to the sick leave bank, they shall not be withdrawn and reapplied to the individual teacher's sick leave.
- d. In the event that the total number of days in the sick leave bank should drop below fifty (50) days, each member of the bank shall be assessed an additional sick leave day in order to rebuild the bank.
- e. A committee appointed by the Association including one administrator appointed by the superintendent shall administer the bank.
- f. The chairperson will be the President of the Association who will vote only in the case of a tie.
- g. The decision of the Sick Leave Bank Committee shall be final and may not be grieved by any individual or group.

4. Procedures:

a. Withdrawal

1. Written application shall be made by the participant or a member of the family accompanied by a physician's statement describing the diagnosis, the length of leave and prognosis of the condition, to be submitted to the Chairperson of the Sick Leave Bank Committee.
2. The application will be acted upon by the entire committee and the Chairperson will inform the applicant or member of the family in writing of the decision of the committee. The Chairperson shall also report in writing the decision to the Superintendent of Schools.
3. The applicant must use all of his/her own sick leave days before application may be granted.
4. A maximum number of days to be granted per teacher shall be thirty (30) school days per school year. The extension of this thirty (30) day limitation may be granted, at the discretion of the Sick Leave Bank Committee in thirty (30) day increments not to exceed a total of 90 days.
5. The annual enrollment period for accepting voluntary membership in the sick leave bank shall be the first thirty (30) days of the school year.
6. A teacher employed by the school corporation after the annual enrollment period has passed shall have ten (10) days from the date of employment in which to enroll in the sick leave bank.
7. Loans awarded shall begin on the first working day after the exhaustion of all individual sick leave.

b. Repayment

The recipient who remains as an employee of the school corporation shall

repay the bank the days borrowed at the rate of two (2) unused days per school year until the loan has been repaid.

In the event of death or permanent disability of the recipient, repayment shall be waived. A recipient who leaves the Tippecanoe Valley School Corporation and still owes days to the sick leave bank must transfer any accumulated sick leave days to the bank as payment toward the loan. If these days are insufficient to cover the number of days owed the bank, and if the sick leave bank days being repaid were borrowed from the bank by the teacher prior to the 2017-2018 school year, then the corporation will deduct the cost of substitute teacher(s) from the recipient's remaining pay. Beginning with the 2017-2018 school year, for all days borrowed from the sick leave bank that are being repaid upon the teacher's separation of employment with the school corporation, the corporation will deduct the teacher's daily rate of pay that was in effect at the time the teacher borrowed the days from the sick leave bank. The repayment of sick leave bank days that were borrowed from the bank prior to the 2017-2018 school year will be grandfathered and will be repaid at the rate of the cost of a substitute teacher.

Any retiring teacher or teacher leaving the system shall have the right to donate accumulated days to the bank.

FMLA

The Tippecanoe Valley School Corporation will comply with the Family and Medical Leave Act of 1993 and includes the following provision:

- a. The employer may require medical certification to support a request for leave because of a serious health condition.
- b. The employer may also require medical certification if the employee is

unable to return from leave because of a serious health condition.

- c. The employer may recover premiums paid for maintaining an employee's health coverage if the employee fails to return to work from FMLA leave.

The amount of leave stipulated by FMLA can only be granted once during a one year period.

Personal Leave

All teachers shall be granted two (2) days per year for the conduct of personal business or civic affairs during each school year. Except in emergency, a completed application for personal leave should be submitted directly to the principal or the principal's designee two (2) days prior to the leave. Unused personal days shall be allowed to accumulate for a maximum of five (5) personal days, but a teacher may not use more than three (3) consecutive personal leave days in a row. For a teacher with more than two (2) unused personal days at the end of any school year, the corporation shall contribute to the corporation sponsored 403(b) plan \$70 per unused personal day for that teacher. Once personal days are used or a contribution to the 403(b) plan is made for unused days, those days are no longer available for use or accumulation.

Note: Additional personal days may be granted only by the superintendent, and those days must be applied against the teacher's current year's 9 sick days.

Bereavement

Each regularly employed teacher under full-time contract shall be entitled to be absent due to the death of a relative as follows:

1. Five school days – father, mother, brother, sister, spouse, child, or

any other person living in the household.

2. Three school days – grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, and daughter-in-law.
3. One school day – aunt, uncle, niece, nephew, grandparent-in-law, aunt-in-law, uncle-in-law, nephew-in-law, and niece-in-law.

The superintendent may grant bereavement leave for situations other than those listed above.

Child-Bearing Leave

A teacher who is pregnant shall be entitled to, upon written request, a leave of absence for one year to begin at any time between commencement of her pregnancy and one year after the child is born.

All or any portion of a leave taken by a teacher because of medical disability connected with or resulting from her pregnancy may, at the teacher's option be charged to her available sick leave, and if the teacher has FMLA time available, then such sick leave days shall also count toward and run concurrently with the teacher's FMLA allotment. When returning to the classroom, such teacher shall be given a similar assignment, if possible.

When a child is born to a bargaining unit member's spouse, the father is entitled to a leave of absence for up to ten (10) days to care for the spouse and the new-born child. If the father has FMLA time available, then such leave days shall also count toward and run concurrently with the father's FMLA allotment. At the bargaining unit members' discretion, these days may be charged to the individual teacher's available sick leave.

Jury Duty or Court Subpoena

Teachers who are called for jury duty shall receive full pay and benefits during the

time he/she is serving on the jury. At the time of request for jury leave, the teacher must submit a copy of his/her summons to the Building Principal.

Teachers subpoenaed for a court case involving school related matters shall be granted pay for the time involved for testimony. Notification in writing accompanied with a copy of the subpoena must be submitted to the superintendent at least two (2) days in advance. This provision shall not cover any legal action involving a suit brought by employee(s) against the employer.

Adoptive Leave

Adoption leave shall be granted to either the mother or the father if both parents are employed with the Tippecanoe Valley School Corporation for a period not to exceed six (6) weeks upon the adoption of a child provided:

1. The Superintendent of Schools is notified in writing when it has been established that the bargaining unit member is an adoptive parent.
2. The Superintendent shall be notified in writing when the approximate arrival date has been established.
3. The return-to-work date of the teacher must be agreed to by the Superintendent of Schools and the teacher prior to the leave being granted.
4. This leave is without pay. However, the bargaining unit member may, at his/her discretion, use up to six (6) weeks of personal and accumulated paid sick leave as adoption leave. If the teacher has FMLA time available, then the use of personal and accumulated paid sick leave days shall also count toward and run concurrently with the teacher's FMLA allotment.

5. If the teacher has FMLA time available, then the use of any personal and/or accumulated paid sick leave days for adoption leave shall also count toward and run concurrently with the teacher's FMLA allotment.
6. Nothing in this provision is intended to limit a teacher's rights under the FMLA.

Study and Sabbatical Leaves

A sabbatical or study leave without pay or benefits, may be granted to any established or professional teacher for the purpose of personal growth and development that will eventuate in improved educational services to the children of the Tippecanoe Valley School Corporation. Such improvement is usually achieved by formal study, research, writing and/or travel.

Application forms are to be made available in the office of the superintendent. A sabbatical or study leave may be granted for one (1) semester or for one (1) school year.

Written application must be submitted to the Superintendent at least ninety (90) days before the leave is to be taken. Upon receipt of the application, the Superintendent will submit the request to the Board for approval or disapproval. Teachers will not be eligible for more than one (1) sabbatical leave over a period of seven (7) consecutive years of employment with the Tippecanoe Valley School Corporation.

The returning teacher will not be given teaching experience credit for the time he/she was on leave.

If a teacher who was granted leave under this section wishes to continue insurance benefits during the period of the leave, it shall be the responsibility of the teacher to make arrangements, in advance, with the Corporation's Business Office to continue such insurance benefits at the individual's expense. A failure to

make and follow through with such advance arrangements will result in the individual being dropped from the group plan. This provision is subject to approval of the carrier(s).

A teacher on this leave shall be afforded all of the rights upon return, as any other teacher.

**ARTICLE V – 403(b) MATCHING RETIREMENT-SAVINGS PLAN
AND SEVERANCE BENEFITS**

A. 403(b) MATCHING RETIREMENT SAVINGS PLAN

Tippecanoe Valley School Corporation shall initiate a voluntary 403(b) matching annuity program beginning in the 1998-99 school year. Each full-time, contracted teacher in TVSC shall have the option of investing in the 403(b) matching program. Each year in which teaching credit was received, the teacher must have been paid per the negotiated TVSC salary schedule for a minimum of 6 weeks to be an eligible participant. Eligible employees' contributions shall be matched dollar for dollar by the employer as follows:

<u>Contract Year</u>	<u>Employee Contribution</u>	<u>Employer Match</u>
First Year	Up to \$1,000	Up to \$1,000*
Second Year	Up to \$1,000	Up to \$1,000*
Third Year	Up to \$1,000	Up to \$1,000*
Fourth Year and Beyond	Up to \$1,100	Up to \$1,100

*Beginning with the 2015-2016 school year, a teacher employed in his/her first, second and third year of teaching with the Tippecanoe Valley School Corporation is eligible for a match up to \$1,000.00 in each year. However, such matching sums shall not vest until the teacher enters his/her fourth year of employment with the Tippecanoe Valley School Corporation and signs his/her fourth regular teacher's contract.

Tippecanoe Valley School Corporation shall deposit matching funds into an account for each teacher; however, if the teacher opts not to contribute for any

particular year, the school corporation shall not make any contributions for that teacher that year. Once contributions are made by the teacher and employer on behalf of the teacher, the assets of the plan become property of the teacher subject to the rule of the 403b program.

Teachers electing to participate in the 403(b) program for a given school year must complete enrollment information and submit it to the school corporation's bookkeeper/deputy treasurer on or before the seventh day of the school year. In addition, to receive a 403b deposit under this provision, the teacher must have set up his/her 403b account by no later than 30 days after the last student day. A teacher's failure to set up a 403b account by this deadline will result in the teacher forfeiting this benefit.

If a contracted teacher is less than full-time for the entire school year, the teacher may participate in the 403(b) program but the employer's maximum matching contribution will be prorated based upon the teacher's actual contract time.

Example: A contracted, eligible teacher in the 1998-99 school year is .4 FTE for the entire school year. Calculation, $.4 \times \$450 = \180 (maximum amount the corporation would match). Example: A contracted, eligible teacher in the 1998-99 school year is .6 FTE for one-half school year. Calculation, $.6 \times \$450 \times .5 = \135 (maximum amount the corporation would match). Tax deferral plans and/or retirement plans purchased by the teacher in addition to this plan will be subject to the limitations established by the 403(b) rules and regulations. It is the individual teacher's responsibility to be in compliance with applicable rules and regulations. Teachers will have the option of continuing to invest their dollars in tax-deferred annuities for which money is already being deducted from the employee's salary. Teachers who have 403(b) payroll deductions (through Merrill Lynch and/or

Primerica Financial Services only) in the 1997-98 school year may continue those deductions and count such deductions toward their matching contribution, provided the administrator of the corporation offered 403(b) matching plan is agreeable under the same terms and conditions as for teachers contributing directly through the corporation's plan administrator. All other teachers opting to participate in the corporation's offered 403(b) matching plan, must make contributions through the corporation's plan administrator.

B. SEVERANCE BENEFIT

For purposes of the severance benefit each teacher, will be classified as either a "Tier 1," "Tier 2," or "Tier 3" teacher according to his/her initial school year of employment in TVSC. Each Tier is defined as follows:

Tier 1 Teacher - Initial teaching contract with TVSC is for the 1998-99 school year or later.

Tier 2 Teacher - Initial teaching contract with TVSC is for either the 1990- 91, 1991-92, 1992-93, 1993-94, 1994-95, 1995-96, 1996-97, or 1997-98 school year.

Tier 3 Teacher - Initial teaching contract with TVSC is for the 1989-90 school year or before.

Severance Benefit - Tier 1 Teachers Only

Tier 1 teachers **retiring** from TVSC will receive \$50.00 per day for each day of unused accumulated sick leave as recorded on file in the Central Office if one of the following conditions is met.

1. Retiring from TVSC under the Early Retirement Program offered by TVSC; or
2. Retiring from TVSC meeting Rule 85 requirements; or
3. Retiring from TVSC with a minimum of 10 years teaching experience in the TVSC and eligible for full social security benefits.

Severance Benefit - Tier 2 Teachers Only

Tier 2 teachers are eligible to receive one of the following benefits.

1. Tier 2 teachers **resigning** from TVSC with 10 years experience in TVSC will receive \$50.00 per day for each day of unused accumulated sick leave as recorded on file in the Central Office less the maximum match amount (per negotiated contract) the school corporation could have contributed to a 403(b) program for the teacher.

Example: teacher employed beginning of 1990-91 school year resigns after the 2001-02 school year and has 120 days accumulated sick leave

120 days @ \$50/day	=	\$6000
1998-99 1 year match @ \$450/yr	=	\$450
1999-02 3 years match @\$900/yr	=	\$2700

$\$6000 - \$450 - \$2700 = \2850 Total Severance Due

2. Tier 2 teachers **retiring** from TVSC will receive \$50.00 per day for each day of unused accumulated sick leave as recorded on file in the Central Office if one of the following conditions is met under the Early Retirement Program offered by the school.
 - a. Retiring from TVSC under the Early Retirement Program offered by TVSC; or
 - b. Retiring from TVSC meeting Rule 85 requirements; or
 - c. Retiring from TVSC with a minimum of 10 years teaching experience in the TVSC and eligible for full social security benefits.

Example: Tier 2 teacher retires after 20 years service with TVSC and has 155 days accumulated sick leave. $155 \times \$50 = \7750 Total Severance Due

Severance Benefit - Tier 3 Teachers Only

Upon termination from the Tippecanoe Valley School Corporation, for Tier 3

teachers eligible for this severance benefit, the corporation shall contribute to the corporation sponsored 403(b) plan an amount calculated on one-half (%) of the accumulated sick leave earned in TVSC based on contracts since 1964-65 at the rate of pay described in their regular contracts. Previous accumulated sickleave days can be considered as being used up first in case of sickness so that the corporation contribution amount based upon accumulated sick leave days can be calculated on the best contracts since 1964-65. The contribution will be made into two equal installments. The first installment will be made in December of the school year following the final school year in which the teacher was employed; the second installment will be made the following December. The maximum contribution to be paid under this benefit for any teacher terminating employment with TVSC after July 1, 2014 is \$14,000.

A Tier 3 teacher electing the early retirement program offered by TVSC is not eligible for severance benefits, except as noted in (A) #5 of this article.

Tier 1, Tier 2, and Tier 3 Teachers

Upon the death of any Tier 1, Tier 2, or Tier 3 employee eligible for the severance benefits, said benefits shall be paid directly and in a lump sum to the employee's estate.

C. EARLY RETIREMENT INCENTIVE FOR 2020-2021 SCHOOL YEAR

In the 2020-2021 school year, an early retirement incentive in the total amount of \$15,000 is being offered to teachers who will meet the INPRS Rule of 85 by June 30, 2021. A teacher meeting these requirements who desire to take the early retirement incentive opportunity must submit a letter of retirement to the Superintendent by no later than December 31, 2020. The \$15,000 early retirement incentive payment will be made to the teacher's 403b account in two equal installments, with \$7,500 being deposited by December 31, 2021 and the remaining \$7,500 being deposited by December 31, 2022.

ARTICLE VI - INSURANCE

Life Insurance

Each teacher shall pay \$1.00 towards a \$50,000 group Term Life Policy including A.D.&D.

Health, Major Medical, Dental, Vision and Prescription Card.

The employee's annual premium contribution is as follows:

Effective for the 2015-2016 school year, the employee's deductible was increased to \$1,000.00 and the out-of-pocket limit on each plan was increased by \$500.00. The employee's annual premium contribution during the 2020-2021 school year is as follows:

	<u>PPO Plan</u>	<u>HSA #1</u>	<u>HSA #2</u>
Employee Only	\$2,434	\$1,895	\$1,777
Family	\$4,994	\$4,608	\$4,315

Annual premiums shall be deducted in equal amounts spread over the number of pays per school year. Note: If at the time of insurance renewal (currently October 1) the employee charged premium is not at least 25% of the total health insurance premium calculated by the corporation as the cost of the plan, the employee's charged premium will be adjusted to reflect 25% of the total health insurance premium for the plan. In the 2020-2021 school year, there is a 2% premium increase, which increase is reflected in the employee annual premium contributions set forth above.

Part-time teachers are eligible for insurance benefits. The cost to the employee is determined by taking the total cost of the insurance to the corporation and dividing it by two (2).

Each teacher shall pay \$1.00 a year for the vision insurance plan.

Prescription Card

Prescription medication shall be covered by the prescription card rather than

through the basic health plan. The prescription card is a separate benefit from the basic health plan.

Long Term Disability

Each teacher shall pay \$1.00 a year for the Long Term Disability plan.

Section 125

A Section 125 program will be provided by the Board with all associated costs being the responsibility of the employees participating in the plan.

Paid-Up Life Insurance

Paid-up life insurance is provided only to teachers who retired prior to the start of the 2018-2019 school year and were grandfathered and permitted to continue to receive the benefit.

ARTICLE VII - GRIEVANCE PROCEDURE

A. PURPOSE

It is the objective of the Board and the Association to have all grievances resolved informally or at the earliest possible stage of this grievance procedure.

B. DEFINITIONS

1. A "grievance" is any alleged violation of this Agreement.
2. A "teacher" is any person in the bargaining unit covered by this Agreement.
3. An "aggrieved party" is teacher or a group of teachers with a common grievance.
4. A "day" when used in this Article shall refer to a teacher work day. During the summer recess the term "day" shall mean weekdays (Monday through Friday).

C. SUBMISSION OF GRIEVANCES

1. Before submission of a written grievance, the aggrieved party shall attempt to have the grievance resolved informally by approaching the building principal concerned and discussing the matter. Such informal meeting between the aggrieved party and the building principal shall take place within ten (10) days of the time that the aggrieved party knew, or reasonably should have known, of the grievance.
2. Each formal grievance shall be submitted in writing on a Grievance Form approved by the board and the Association (See Appendix C) and shall identify the aggrieved party, the provisions of the Agreement alleged to have been violated, the date and place where the alleged events or conditions constituting the grievance arose, a general statement of the grievance, and redress sought.
3. A grievance shall be deemed waived unless it is submitted in writing on the Grievance Form within ten (10) days after the aggrieved party has met with the building principal in an attempt to resolve the grievance informally. Such submission shall be to the building principal in Step One.
4. An aggrieved party may have a representative of the Association present at all steps in the grievance process, if desired, provided that the steps are taken during non-teaching hours.

D. GRIEVANCE PROCEDURE (Formal Steps) Step One (Building Principal)

If an aggrieved party is not satisfied with the written response of the building principal or if no response is received within five (5) days after submission of a grievance, such aggrieved party may appeal the grievance to the Superintendent of Schools. Such appeal must be made to the Superintendent, within five (5) days of receipt of the building principal's

response, or seven (7) days of the decision if the decision is mailed by first class mail to the party.

Step Two (Superintendent of Schools)

The Superintendent of Schools or his designated representative shall meet with the aggrieved party within five (5) days of the receipt of the written grievance in an effort to resolve the grievance. Within five (5) days of such meeting the Superintendent of Schools or his designated representative shall deliver to the aggrieved party a written statement of his decision on the grievance, or seven (7) days of the decision if the decision is mailed by first class mail to the party.

Step Three (Board of Education)

Within five (5) days of receipt of the Superintendent or his designated representative's written decision if the aggrieved party is not satisfied, said party may appeal the grievance to the Board of Education through the Board President and the Superintendent. The Board shall hold a hearing on the grievance either at a regular or special meeting and render a decision in writing to the aggrieved party. Such hearing shall be held within fourteen (14) days of receipt of the written grievance and the Board's written response shall be delivered to the aggrieved party within five (5) days of the hearing.

THE BOARD'S DECISION IS FINAL.

E. PROVISIONS RELATING TO THE GRIEVANCE PROCEDURE

1. All documents, communications, and records dealing with processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not valid basis for evaluation.
2. Time limits herein may be extended only by mutual agreement,

signed by the parties.

3. If the principal, superintendent, or board fails to respond by the designated timeline, absent a mutual agreement for an extension, the grievance automatically proceeds to the next level.
4. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
5. No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is an order of a State or a Federal Regulatory Commission preventing the Board from legally fulfilling a particular article or section of this contract agreement.
6. The grievance form shall be filed in duplicate. After final disposition, one copy of the grievance form shall remain with the aggrieved parties and a second copy shall be retained by the appropriate administrator.
7. At the end of each school year, all principals shall report the number of formal grievances filed and the areas of the contract grieved to the Association and the Superintendent of Schools.

ARTICLE VIII - SALARY PROVISION

The professional compensation for teachers' salary, one-time stipends, and extra-curricular compensation is found in Appendix A and Appendix B respectively.

Each school year teachers shall be paid every two (2) weeks for twenty-six (26) consecutive pays, beginning on the first Friday in September. The payroll calendar for the 2020-2021 school year is attached as Appendix D.

Rehired Teacher

When TVSC hires a teacher retired from TVSC or any other School District that teacher shall be paid a salary based upon \$40,000 for a full time position.

Full time position

same health insurance benefit as other full time teachers

same life insurance and long term disability as other full time teachers
same section 125 benefits

no trf paid

no 403b employer contributions

- 9 sick days, 2 personal days – accumulation up to 90 days, but no retirement/severance compensation will be paid for unused days upon separation from employment.

Part time position

salary prorated based upon time worked

eligible for insurance; employee premium share will be prorated based upon time worked (i.e. if a teacher works 1/3 of a day, the corporation will pay 1/3 of the calculated plan premium and the teacher will pay 2/3 of the calculated plan premium – example: if a single plan premium is calculated by the corporation to be \$6,326, the corporation is responsible for \$2,109 and the teacher is responsible for \$4,217).

no trf

no 403b employer contributions

sick days, personal days prorated based upon 9 and 2 respectively
no retirement/severance compensation

ARTICLE IX – PAYMENT OF CRIMINAL HISTORY CHECKS

The Board agrees to pay the cost of any and all expanded criminal history checks that are required for current employees by I.C. 20-26-5-10. This provision shall only apply to current employees and is inapplicable to applicants for employment.

ARTICLE X - TERM AND EFFECT

Irrespective of the date upon which this contract is entered into, the term of this agreement shall begin on July 1, 2020, and shall continue in full force and effect until June 30, 2021, except to the extent that any specific provision of this contract goes into effect or terminates at some other time.

This contract is entered into by and between the Board of School Trustees of the Tippecanoe Valley School Corporation and the Tippecanoe Valley Teachers

Association. This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the school employer and the exclusive representative, and constitutes the entire agreement between the parties.

[SIGNATURES AND RATIFICATION DATES ON THE FOLLOWING PAGE]

TIPPECANOE VALLEY CLASSROOM
TEACHERS ASSOCIATION

By: *Ann Yazil*
President

By: *Alyson M*
Secretary

Ratification Date: Nov 3, 2020

BOARD OF SCHOOL TRUSTEES
OF THE TIPPECANOE VALLEY
SCHOOL CORPORATION

Aaron
By: Zolman
President

Digitally signed by Aaron Zolman
DN: cn=Aaron Zolman, o, ou,
email=aaron.a.zolman@medtronic.
com, c=US
Date: 2020.11.12 15:11:07 -05'00'

By: *T S Bates*
Secretary

Ratification Date 11-12-2020

APPENDIX A-1: 2020-2021 NEW HIRE PLACEMENT SALARY SCHEDULE

For purposes of this salary schedule, Row A = 0 years experience; Row A-1 = 1 year experience; Row B = 2 years experience, and so on.

Row	BS Salary		MS Salary
A	\$ 38,325.00		\$ 45,450.00
A-1	\$ 38,650.00		\$ 46,250.00
B	\$ 38,975.00		\$ 47,050.00
B-1	\$ 39,300.00		\$ 47,850.00
C	\$ 39,625.00		\$ 48,650.00
C-1	\$ 39,950.00		\$ 49,450.00
D	\$ 40,275.00		\$ 50,250.00
D-1	\$ 40,600.00		\$ 51,050.00
E	\$ 40,925.00		\$ 51,850.00
E-1	\$ 41,250.00		\$ 52,650.00
F	\$ 41,575.00		\$ 53,450.00
F-1	\$ 41,900.00		\$ 54,250.00
G	\$ 42,225.00		\$ 55,050.00
G-1	\$ 42,550.00		\$ 55,850.00
H	\$ 42,875.00		\$ 56,650.00
H-1	\$ 43,200.00		\$ 57,450.00
I	\$43,525.00		\$ 58,250.00
I-1	\$43,850.00		\$ 59,050.00
J			\$ 59,850.00
J-1			\$ 60,650.00
K			\$ 61,450.00
K-1			\$ 62,250.00
L			\$ 63,050.00
L-1			\$ 63,850.00
M			\$ 64,650.00
M-1			\$ 65,450.00
N			\$ 66,250.00
N-1			\$ 67,050.00
O			\$67,850.00
			\$68,650.00

In addition to the above salary schedule, the corporation will pay the teacher's contribution of 3% to the Indiana State Teacher's Retirement Fund.

EXHIBIT A-2
COMPENSATION MODEL SPECIFICATIONS

1. TRANSITION OF TEACHERS WITH THE 2020-2021 NEW HIRE PLACEMENT SALARY SCHEDULE

The parties have agreed to adjust the new starting salaries in the 2020-2021 new hire placement salary schedule (Appendix A-1) to \$38,325.00 for Bachelor's teachers and \$45,450.00 for Master's teachers.

A. Transition of New Hires

Any bachelor's teacher newly hired for the 2020-2021 school year whose salary is below the new minimum bachelor's base salary amount will have his/her starting salary adjusted to \$38,325.00. Any master's teacher newly hired for the 2020-2021 school year whose salary is below the new minimum master's base salary amount will have his/her starting salary adjusted to \$45,450.00.

B. Teacher Retention Catch-up for Some Returning Teachers

Any bachelor's teacher employed by the Tippecanoe Valley School Corporation during the 2019-2020 school year whose current base salary is below \$38,325.00 will have his/her initial starting salary for the 2020-2021 school year increased to \$38,325.00. Any master's teacher employed by the Tippecanoe Valley School Corporation during the 2019-2020 school year whose base salary is below \$45,450.00 will have his/her initial starting salary for the 2020-2021 school year increased to \$45,450.00. The parties recognize that the base salary transition increase provided for herein will result in salary increase differentials. However, such differentials are permitted under Indiana Code 20-28-9-1.5(c)(2) and Indiana Code 20-28-9-1.5(d)(2) and are necessary to retain certain teachers at the School Corporation and to implement a teacher retention catch-up. In accordance with Indiana law, any teacher who was evaluated as needs improvement or ineffective for the 2019-2020 school year will not receive a differentiated base salary increase under this provision and will remain frozen at his/her 2019-2020 base salary. All eligibility criteria set forth in paragraph 3 below will apply to the transition of these returning teachers. The academic need factor, for purposes of implementing this teacher retention catch-up, is defined below in the Factors and Definitions section. The salary increase for academic needs as implemented through this teacher retention catch-up is described below in the Distribution Plan section.

2. SALARY RANGE

The salary range for teachers for the 2020-2021 school year before any salary increases are applied is \$37,025 to \$67,850.

The salary range for teachers for the 2020-2021 school year after base salary increases are applied is \$38,325 to \$68,650.

3. GENERAL ELIGIBILITY CRITERIA

- A. In accordance with Indiana law, no teacher shall ever be eligible to earn a base salary increase if the teacher receives an evaluation rating of needs improvement or ineffective during the preceding school year. In other words, a teacher rated ineffective or improvement necessary will remain frozen at his/her 2019-2020 base salary. However, pursuant to Indiana law, this prohibition does not apply to a teacher in the first two full school years that the teacher provides instruction to students in elementary school or high school. If a teacher provides instruction to students in elementary school or high school in another state, any full school year, or its equivalent in the other state, that the teacher provides instruction counts toward the two (2) full school years.
- B. The teacher must have been employed for at least 120 days by the Tippecanoe Valley School Corporation during the 2019-2020 school year.

4. FACTORS AND DEFINITIONS

The Tippecanoe Valley School Corporation's Compensation Plan will be based upon performance using the following factors:

Evaluation – The teacher is evaluated as highly effective or effective for the prior school year.

Education – The teacher possesses a content areas Masters degree beyond the requirements for employment. Eligible content areas are those defined by the IDOE in which the teacher currently teaches.

Meeting the Academic Needs of Students –

Definition 1: The need to retain teachers with one or more years' experience with a salary at or below the new teacher minimum by increasing the Bachelors teachers' salaries up to an additional \$1,300 in comparison to the increase in the new Bachelor's teacher minimum salary, and increasing the Masters teachers' salaries up to an additional \$3,200 in comparison to the increase in the new Master's teacher minimum salary.

Definition 2: The need to retain particular teachers identified by the Superintendent to be important to the School Corporation to ensure educational continuity for students.

5. Distribution - Amounts to be added to a teacher's base salary:

Evaluation rating = \$325

Education - \$325 (The amount attributed to this factor does not exceed 50% of the teacher's total base salary increase.)

Meeting Academic Needs –

Definition 1: Academic Needs – The salary increase for academic needs under

this first definition is a teacher retention catch-up.¹ The salary increase for academic needs as implemented through this teacher retention catch-up will be:

- a. Bachelor's teachers with at least 1 year of experience starting the 2020-2021 school year whose current salary is \$37,025 prior to increases = \$1,300.
- b. Bachelor's teachers with at least 2 years' experience starting the 2020-2021 school year whose current salary is \$37,350 prior to increases = \$975
- c. Bachelor's teachers with at least 3 years' experience starting the 2020-2021 school year whose current salary is \$37,675 prior to increases = \$650
- d. Bachelor's teachers with at least 4 years' experience starting the 2019-2020 school year whose current salary is \$38,000 prior to increases = \$325
- e. Master's teachers with at least 1 year experience starting the 2020-2021 school year whose current salary is \$42,250 prior to increases = \$3,200
- f. Master's teachers with at least 2 years' experience starting the 2020-2021 school year whose current salary is \$43,050 prior to increases = \$2,400
- g. Master's teachers with at least 3 years' experience starting the 2020-2021 school year whose current salary is \$43,850 prior to increases = \$1,600
- h. Master's teachers with at least 4 years' experience starting the 2020-2021 school year whose current salary is \$44,650 prior to increases = \$800

Teacher Retention Catch-Up New Teacher Salary Comparison

2019-2020 New Teacher Starting Minimum Salary (Bachelors) = \$37,025
2020-2021 New Teacher Starting Minimum Salary (Bachelors) = \$38,325
Increase in New Teacher Starting Minimum Salary (Bachelors) = \$1,300

2019-2020 New Teacher Starting Minimum Salary (Masters) = \$42,250
2020-2021 New Teacher Starting Minimum Salary (Masters) = \$45,450
Increase in New Teacher Starting Minimum Salary (Masters) = \$3,200

Definition 2: Academic Needs – The salary increase for meeting the second definition of academic needs will be differentiated by teacher and may range between \$650.00 to \$14,875.00 as determined by the Superintendent.

The following is for informational purposes and has not been bargained:

- New pay rates will be effective November 27, 2020
- Back pay will be sent out on December 7, 2020

¹ Because the academic needs increase is designated as a teacher retention catch-up, it is exempt from the 50% calculation despite including an experience and education component.

5. One-Time Stipends for 2020-2021 School Year.

Bachelors teachers who were employed by the Tippecanoe Valley School Corporation during the 2019-2020 school year and return to employment at the Tippecanoe Valley School Corporation for the 2020-2021 school year who receive a base salary increase that is less than \$1,000 will receive a one-time stipend in the sum of \$175.00. New hires are excluded from receiving this one-time stipend.

Masters teachers who were employed by the Tippecanoe Valley School Corporation during the 2019-2020 school year and return to employment at the Tippecanoe Valley School Corporation for the 2020-2021 school year who receive a base salary increase that is less than \$1,000 will receive a one-time stipend in the sum of \$200.00. These one-time stipends will be paid in December, 2020. The pay date provision included herein is included for informational purposes only and was not bargained. New hires are excluded from receiving this one-time stipend.

Teachers of Dual Credit and AP classes will receive a stipend of \$500 at the conclusion of the 2020-2021 school year if they actively work through the last teacher day of the 2020-2021 school year. Any dual credit or AP teachers who separate employment prior to the last teacher day of the 2020-2021 school year will forfeit this entire stipend.

6. Redistribution Clause. Any amount that would otherwise have been allocated for the salary increase of teachers rated ineffective or improvement necessary shall be reallocated for compensation to teachers rated effective or highly effective. Such redistribution will be paid as a one-time payment.

7. Placement of New Teachers on the New Hire Placement Salary Schedule. New teachers who are hired with no previous experience for the 2020-2021 school year will be placed on the 2020-2021 salary schedule in Row A and in their appropriate degree column. New teachers who are hired with previous teaching experience will be placed in the appropriate column that matches their current degree/education and on the row number that matches their current years of experience as verified through Indiana's TRF (INPRS). For initial placement purposes only, the row letters will equate to years of teaching experience. (Row A = 0 years experience; Row A-1 = 1 year experience; Row B = 2 years experience; and so on). If the Superintendent would like to deviate from the typical placement for new teachers on the salary schedule, then he must notify the Association President and give him 3 business days to agree or veto the deviation. If the Association President does not respond within 3 business days, then the Superintendent may proceed with the placement.

For information about 2020-2021 new hire salary readjustments based upon the negotiated new teacher minimum salaries, see the "Transition of New Hires" section in paragraph 1(A) above.

APPENDIX B
EXTRA- CURRICULAR ACTIVITIES

ECA Salary - Athletics

Placement on the ECA salary schedule for athletics will be determined by years of coaching experience in Tippecanoe Valley School Corporation. Years of coaching experience credit is only applied to the individual sport in which it is earned. Years of coaching experience can be earned in the following individualsports.

Boys Basketball Girls
Basketball Football
Baseball Wrestling
Boys Swimming Girls
Swimming Boys
Tennis Girls Tennis
Volleyball Softball
Boys Golf Girls
Golf Track
Cross Country

APPENDIX B
TIPPECANOE VALLEY SCHOOL CORPORATION
ECA Salary Schedule 2020-2021

Other ECA	# at each position*	20/21 Yr Non Ath
Academic Team Head Coach/SAT Prep HS Split	4	\$1,848
Academic Team MS		\$546
Adult Ed Director	1	\$667
After School Club Sponsors AK	8	\$100
After School Club Sponsors ME	8	\$100
Archery Club HS	2	\$750
Art Club HS	1	\$576
Band Director	1	\$2,200
Cheerleader/Pep HS	1	\$1,491
Cheerleader/Pep HS Assistant	1	\$587
Cheerleader/Pep MS	1	\$805
Cheerleader/Pep MS Assistant	1	\$576
Choir Director HS	1	\$1,715
Choir Assistant HS	1	\$576
Class Sponsor Sr	2	\$600
Class Sponsor Jr Split	3	\$1,856.25
Department Chairs HS	7	\$658
Drama Director HS	1	\$1,293
Drama Assistant HS	1	\$1,093
FEA Sponsor HS	1	\$576
FFA Sponsor HS**	1	See **
FCCLA / T's Boutique HS	1	\$520
Foreign Lang Sponsor HS	1	\$576
Graduation Coach HS & MS	2	\$1,500
KEYS HS	1	\$546
Kickboxing Club HS	1	\$520
Math Team AK, ME	2	\$576
Musical Director HS	1	\$1,239
Musical Director Assistant HS	1	\$1,147
National Honor Society HS	1	\$576
National Honor Society MS	1	\$576
PLTW Coordinator for Elementary Schools	1	\$520
Steering Committee AK, ME, MS, HS	4	\$565
Steering Committee Instructional Coach	4	\$565
Unified Coaches: Football (2) & Track (2)	4	\$520
Spell Bowl AK, ME, MS	3	\$576
Strength Coach	1	See **
Elementary School Improvement Teams	6	\$507

*The number of positions has not been bargained and is included for informational purposes only.

**The parties agree the School Corporation shall have the unilateral discretion to determine the ECA stipend for the HS FFA Sponsor and the Strength Coach for the 2020-2021 school year.

APPENDIX B

**TIPPECANOE VALLEY SCHOOL CORPORATION
ECA Salary Schedule 2020-2021**

Other ECA

	# at each position*	20/21 Yr Non Ath
Student Council AK, ME, MS, HS (2 per school)	8	\$750
Team Leader MS	6	\$507
Robotics Club HS	1	\$520
Sunshine Sponsor HS	1	\$576
Yearbook Sponsor HS	1	\$1,103
Yearbook Sponsor AK, ME, MS	3	\$576
Elementary Athletics		
3/4 Volleyball	2	\$229
5 Volleyball Coach AK, ME	2	\$546
5 Volleyball AD AK, ME	2	\$359
3/4 Girls Basketball	2	\$229
3/4 Boys Basketball	2	\$229
5 Girls Bball Coach AK, ME	2	\$546
5 Boys Bball Coach AK, ME	2	\$546
5 Basketball AD AK, ME	2	\$546
All other clubs or activities deemed worthy by sufficient interest shown by students and recommended by the principal and superintendent.		\$520

*The number of positions has not been bargained and is included for informational purposes only.

In addition to the above salary schedule, the corporation will pay the teacher's contribution of 3% to the Indiana State Teacher's Retirement Fund for eligible members.

APPENDIX B
TIPPECANOE VALLEY SCHOOL CORPORATION
ECA Athletic Salary Schedule 2020-2021

	# at Each pos.*	20/21 Yr 0 to 4 Yrs Experience	20/21 Yr 5 to 9 Yrs Experience	20/21 Yr 10 Yrs or More Experience
BOYS				
Basketball				
Varsity Asst.	1	3,741	3,968	4,195
JV	1	3,741	3,968	4,195
Freshman	1	2,807	3,033	3,259
8th Grade	2	2,073	2,301	2,529
7th Grade	2	1,855	2,081	2,307
6th Grade	2	1,520	1,747	1,974
Football				
Varsity Asst.	3	3,741	3,968	4,195
Freshman	2	2,462	2,689	2,916
Mid Sch Head	1	2,056	2,284	2,512
Mid Sch Asst.	3	1,743	1,970	2,197
Baseball				
Head Varsity	1	3,274	3,501	3,728
Varsity Asst.	1	2,807	3,033	3,259
Wrestling				
Head Var.		3,274	3,501	3,728
Varsity Asst.	1	2,807	3,033	3,259
Mid Sch	1	1,185	1,412	1,639
High Sch Golf	1	2,339	2,577	2,815
High Sch Tennis	1	2,339	2,557	2,815
BOYS & GIRLS				
Track				
Head Varsity	1	3,274	3,501	3,728
Varsity Asst.	4	2,619	2,846	3,073
Mid Sch Head	1	1,333	1,560	1,787
Mid Sch Asst.	2	1,190	1,418	1,646
High Sch Cross Country	1	3,274	3,501	3,728
Mid Sch Cross Country	1	1,073	1,264	1,491
High Sch Head Swim	1	3,623	3,872	4,121
High Sch Asst. Swim		2,104	2,290	2,476
Mid Sch Golf	1	888	1,116	1,344
High School Soccer	1	2,339	2,577	2,815

APPENDIX B (CONT.)
TIPPECANOE VALLEY SCHOOL CORPORATION
ECA Athletic Salary Schedule 2020-2021

	# at Each pos.*	20/21 Yr 0 to 4 Yrs Experience	20/21 Yr 5 to 9 Yrs Experience	20/21 Yr 10 Yrs or More Experience
GIRLS				
Basketball				
Varsity Asst.	1	3,741	3,968	4,195
JV	1	3,741	3,968	4,195
Freshman	1	2,807	3,033	3,259
8th Grade	2	2,073	2,391	2,529
7th Grade	2	1,855	2,081	2,307
6th Grade	2	1,520	1,747	1,974
Volleyball				
Head Var.	1	See **	See **	See **
Varsity Asst.	1	2,807	3,033	3,259
Freshman	1	1,766	1,993	2,220
8th Grade	1	1,678	1,906	2,134
7th Grade	1	1,687	1,906	2,134
6th Grade	2	547	602	657
High Sch Tennis				
	1	2,339	2,577	2,795
High Sch Golf				
	1	2,339	2,577	2,795
Softball				
Head Varsity		3,274	3,501	3,728
Varsity Assistant	1	2,807	3,033	3,259

*The number of positions in the ECA Athletic Salary Schedule has not been bargained and is included for informational purposes only.

** The parties agree the School Corporation shall have the unilateral discretion to determine the ECA stipend for the Volleyball Head Coach for the 2020-2021 school year.

All ECA's will be revised/reallocated based on lack of participation, but there will be no increase or decrease in total monies expended for ECAs. This provision is included for informational purposes and has not been bargained.

APPENDIX C

GRIEVANCE FORM

TIPPECANOE VALLEY SCHOOL CORPORATION

1. Name(s) of Aggrieved

Party(ies) _____

2. Position(s) _____ Building(s) _____

3. Contract Provision(s) Alleged Violated

4. Date and Place of Occurrence(s) _____

5. Statement of the Grievance (Include events and conditions of the grievance and persons responsible)

APPENDIX C

1.Redress sought

Signature(s) of Aggrieved Party(ies) _____

2.Date filed: _____

FORMAL STEPS

STEP ONE (Building by Principal)

3.Disposition by Principal -----

Signature of Principal

Date

Position of Aggrieved Party(ies) _____

Signature(s)

Date

APPENDIX C

STEP TWO (Superintendent)

1. Disposition by Superintendent _____

Signature(s)

Date

2. Position of Party(ies) _____

Signature

Date

STEP THREE (Board of Education)

1. Disposition by Board _____

Signature

Date

**APPENDIX D
2020-2021 PAYROLL CALENDAR**

	PAY PERIOD	PAY DATE	
1	08/10/20-08/21/20	09/04/20	
2	08/24/20-09/04/20	09/18/20	<-- Board
3	09/07/20-09/18/20	10/02/20	
4	09/21/20-10/02/20	10/16/20	
5	10/05/20-10/16/20	10/30/20	<-- Hold Deductions
6	10/19/20-10/30/20	11/13/20	
7	11/02/20-11/13/20	11/27/20	
8	11/16/20-11/27/20	12/11/20	
9	11/30/20-12/11/20	12/24/20	<-- Board
10	12/14/20-12/25/20	01/08/21	
11	12/28/20-01/08/21	01/22/21	
12	01/11/21-01/22/21	02/05/21	
13	01/25/21-02/05/21	02/19/21	
14	02/08/21-02/19/21	03/05/21	
15	02/22/21-03/05/21	03/19/21	<-- Board
16	03/08/21-03/19/21	04/02/21	
17	03/22/21-04/02/21	04/16/21	
18	04/05/21-04/16/21	04/30/21	<-- Hold Deductions
19	04/19/21-04/30/21	05/14/21	
20	05/03/21-05/14/21	05/28/21	
21	05/17/21-05/28/21	06/11/21	
22	05/31/21-06/11/21	06/25/21	<-- Board
23	06/14/21-06/25/21	07/09/21	
24	06/28/21-07/09/21	07/23/21	
25	07/12/21-07/23/21	08/06/21	
26	07/26/21-08/06/21	08/20/21	

Please have all time sheets to central office
by Tuesday morning following the pay period ending date

ECA Payment Dates: 10/09/20
 11/20/20
 <-- Year
 12/18/20 Long
 03/26/21
 <-- Year
 06/04/21 Long