2020-2021 AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES

OF THE VIGO COUNTY SCHOOL CORPORATION

AND

THE VIGO COUNTY TEACHERS ASSOCIATION

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AGREEMENT

Between

THE BOARD OF SCHOOL TRUSTEES OF THE VIGO COUNTY SCHOOL CORPORATION

and

THE VIGO COUNTY TEACHERS ASSOCIATION

This Agreement entered into this ____ day of _____, 2020, by and between the Board of School Trustees of the Vigo County School Corporation and the Vigo County Teachers Association.

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

The Board recognizes the Association as the exclusive representative of all teachers in the bargaining unit for the purpose of collective bargaining and discussions pursuant to Public Law 217.

The Board also recognizes the importance of professional teachers pursuing memberships in professional organizations such as the Association.

ARTICLE II

DEFINITIONS

A. <u>Bargaining Unit</u>. The bargaining unit of Vigo County Teachers Association exclusive representative and Vigo County School Corporation school employer is the following:

All certificated employees, as defined in PL #217, in Vigo County School Corporation, except for supervisory personnel, meaning any individual who has: "(i) authority, acting for the school corporation, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline school employees, or (ii) responsibility to direct school employees and adjust their grievances, or (iii) effectively to recommend the action set out in these categories; provided, however that exercise of the foregoing authority is not of a merely route or clerical nature but requires the use of independent judgement[sic]. Supervisors shall include, but not be limited to, superintendents, assistant superintendents, business managers, and supervisors, or directors with school corporation-wide responsibilities, principals and vice-principals or department heads who have responsibility for evaluating teachers.

B. <u>Terms</u>.

- 1. The term "teacher" when used in this Agreement shall refer to all members of the bargaining unit.
- 2. The term "Board" or "School Corporation" when used in this Agreement shall refer to the Board of School Trustees of the Vigo County School Corporation and any person(s) authorized to act on its behalf in dealing with its employees.
- 3. The term "Association" when used in this Agreement shall refer to the Vigo County Teachers Association, and any person(s) authorized to act on its behalf.
- 4. The term "parties" when used in this Agreement shall refer to the Board and Association.
- 5. The term "Public Law 217" when used in this Agreement shall refer to I.C. 20-29-1, et seq.
- 6. References of gender in this Agreement, whether male or female, shall include all individuals regardless of gender, unless the specific context indicates otherwise.
- 7. Curriculum Rate shall be Thirty Dollars (\$30.00) per hour.

ARTICLE III

CONTRACT PROCEDURES

- A. <u>Entire Agreement</u>. This Agreement supersedes and cancels all previous agreements, whether verbal or written, between the School Corporation and the exclusive representative as well as any alleged past practices of the School Corporation, and this Agreement constitutes the entire agreement between the parties. This Agreement also supersedes any rules, regulations, policies or practices of the Board which are contradictory or inconsistent with the terms of this Agreement.
- B. <u>Scope of Agreement</u>. The parties acknowledge that during the bargaining which results in this Agreement, each had an unlimited opportunity to make proposals; therefore, the parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject may not have been within the knowledge and contemplation of either party at the time they bargained or executed this Agreement. This paragraph may be waived by mutual agreement when the severity of an unanticipated situation demands adjustments in this Collective Bargaining Agreement.
- C. <u>Severability</u>. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is now or at any time held contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- D. <u>Amendments</u>. Any amendment or agreement adding to, subtracting from, or supplemental to this Agreement shall not be binding upon either party unless it is executed in writing by each of the parties hereto.
- E. <u>Captions</u>. The Article and section captions contained in this Agreement are for easy reference only, were not negotiated, and should not be used in any substantive interpretation of the meaning of the negotiated Agreement.

ARTICLE IV

ASSOCIATION RIGHTS

A. <u>Association Deductions</u>. Upon written authorization from a teacher, the Corporation shall begin payroll deductions of Association dues and political action contributions. Such sums shall be remitted by the tenth (10th) of each month to the Association. Delivery of such remittance to the office of the Association, attention to the Treasurer, by United States first class mail shall constitute sufficient remittance.

Association payroll deduction authorizations may be submitted at any time. Association deductions will be made in equal amounts using the following procedures:

- 1. The Association deductions for a school year may be deducted in equal amounts according to the pay schedule opted by the teacher from twenty-one (21) or twenty-six (26) pays beginning each year with the first pay for the school year.
- 2. The Association must notify the Director of Human Resources in writing of any changes in the annual dues by August 15 of each year. Otherwise, the dues schedule in effect for the previous school year will remain in effect for the next annual deduction period which commences with the first pay for the school year.
- 3. For those teachers not previously on payroll deduction, the School Corporation will deduct in equal amounts the total amount of Association deductions for the pay periods left in that school year deduction period. Payroll deductions will begin the next pay following receipt of proper payroll deduction authorization submitted ten (10) or more working days prior to the payroll date.

If so authorized on the written authorization, Association deductions shall be deducted indefinitely on a continuing membership basis, unless and until a written rescission is given to the School Corporation by the teacher. The School Corporation will notify the Association, upon receipt of any rescission by email and through its Chief Financial Officer, of any previous month rescissions with its monthly remittance.

It is understood that the Association will save the Board harmless against any and all claims of liability which may arise out of, or by reason of, action taken or not taken by the Board in compliance with deduction authorization cards furnished by or through the Association to the Board.

B. <u>Released Time</u>.

(1) Scheduled Released Time

The Association President will be scheduled with release time up to approximately one-half school day every school day.

The Association shall reimburse the Board for one half of any salary expenses necessitated by the hiring of a substitute or teacher for this scheduled release time.

Section B(1) will not be part of the status quo of this contract and not automatically included in the successor contract unless mutually agreed to by the Association and School Corporation.

(2) Unscheduled Release Time

In addition, the Association President, or his/her designee if said designee is approved by the Superintendent, shall be provided a total of five (5) days annually of released time to conduct Association business. Such released time shall be used in not less than one-half ($\frac{1}{2}$) day segments. The Association shall reimburse the Board for any expenses necessitated by the hiring of a substitute for the Association President or his/her designee.

ARTICLE V

TEACHER'S AUTHORITY AND RESPONSIBILITY

- A. <u>Assault on Teacher</u>. Any case of assault and/or battery upon a teacher during the scope of his/her school duties or related school activities shall be reported immediately to the principal and the teacher shall provide a written report as soon as practical. The principal shall promptly submit a report to the Superintendent and update the teacher concerning the School Corporation's response to the assault. Upon written request to the Superintendent, a teacher may arrange a conference with the Board's attorney, at Board expense, to discuss the legal situation surrounding such an assault or battery.
- B. <u>Paid Leave</u>. Except in matters arising under Public Law 217, or where the teacher is a plaintiff in an action, time for appearances before a judicial body or legal authority, as a result of a lawsuit while said teacher was acting in good faith and within the scope of his/her employment for the Vigo County School Corporation, shall result in no loss of wages or deduction in accumulated and/or current leaves.
- C. <u>Legal Counsel</u>. When a teacher is made a defendant, by a parent or student, in a court action arising while the teacher was acting properly within the scope of his or her duties as such, the Board will assure the teacher legal counsel against claims of bodily injury, property damage, personal injury, federal or state law deprivation claims, constitution deprivation claims, and educational negligence claims.

ARTICLE VI

COMPENSATED LEAVES

A. Sick Leave.

1. Each teacher new to the School Corporation shall be entitled to ten (10) sick leave days in the first year of employment and nine (9) sick leave days in each succeeding year without loss of compensation. Teachers employed for fewer days than the full school year shall be entitled to a prorata share of the sick days allotted a teacher for the full year. The pro-rata share will be determined by the same percentages used to establish their compensation.

Unused sick leave days shall accumulate. All sick days accumulated which exceed a total of one hundred twenty (120) days at the end of any contract year shall be designated as annual buyback days.

- 2. All persons on extended contracts will be granted additional sick leave days. People on forty (40) to forty-five (45) week contracts or exceeding nine and one-half (9-1/2) up through ten and one-half (10-1/2) months will receive ten (10) days annually.
- 3. Beginning with the second year of employment in this School Corporation, sick leave which was previously accumulated in another public school corporation may be transferred by a teacher to his/her total in this School Corporation, at a rate of five (5) days per year.
- 4. Annual and accumulated sick leave days may be used as follows:
 - a. Personal illness of the teacher, including childbirth, as well as illness of a spouse or dependent child requiring the teacher's absence to attend to such family member.
 - b. Medical or dental appointments.
 - c. Serious illness in the teacher's family. Teachers shall be allowed to use sick leave in case of serious illness, major surgery, or serious accident involving a member of the teacher's family. The term "teacher's family" shall mean children, parents, step-parents, grandparents, step-grandparents, grandchildren, stepgrandchildren, parent-in-law, brother, sister, step-parent-in-law, or any person who has been regularly living in the teacher's home at

the time of the illness. This clause shall be interpreted to include paternal leave when a child is born to the wife of a male teacher. Sick leave will be deducted from a teacher's available sick leave days.

- 5. Each teacher who teaches in Summer School and has a four-hour assignment for four weeks shall be permitted to be absent one day due to personal illness as defined in 4(a) above, or bereavement, without loss of compensation. Each teacher who teaches summer school and has a two-hour assignment for eight weeks shall be permitted to be absent up to two days due to personal illness, as defined in 4(a) above, or bereavement, without loss of compensation. Summer School teachers may not use regular sick-day leave for absence from Summer School. If the Summer School sick leave day(s) are unused during the summer, then one day of sick leave will be added to sick leave accumulation.
- 6. Accumulated sick leave shall be multiplied by two (2) when a full-time teacher moves to part-time (.54 or less). [Example, five (5) full days shall equal ten (10) half days.] Accumulated sick leave shall be divided by two (2) when a part-time (.54 or less) teacher moves to a .72 or full-time contract. [Example, ten (10) half days shall equal five (5) full days.] This would include also other leaves such as bereavement leave and personal leave that would be accumulated as sick leave.

B. <u>Personal Leave Days</u>

Three (3) regular personal leave days and one (1) bereavement leave day shall be granted per contractual school year.

Unused regular personal leave days shall be accumulated as personal leave days for the following school year up to a maximum total of five (5) regular paid personal leave days for any school year. Unused personal leave days beyond the five (5) accumulated shall accrue as sick leave.

There will be two (2) categories of personal leave: restricted and unrestricted.

Unrestricted Personal Leave

When unrestricted personal leave is used, no reason shall normally be given for the use of such days other than "personal business."

Restricted Personal Leave

1. Personal leave shall not be used to extend vacation periods. Vacation periods include the first and last calendar week of school, and the day before and the day after holidays or break periods.

When a teacher wishes to take personal leave to extend vacation periods, two (2) personal leave days shall be debited for each day absent.

If a teacher desires to be absent to participate in an activity that extends a vacation period, the scheduling of which is beyond his/her control, the teacher may petition the Director of Human Resources for a waiver of the two-for-one penalty.

- 2. The use of four (4) or more consecutive personal leave days shall be restricted. When a teacher is using four (4) or more consecutive personal leave days substantive approval must be met in addition to the following procedural conditions:
 - a. Written application must be filed with the Director of Human Resources at least two (2) weeks in advance of such scheduled usage.
 - b. State in writing that the time of this restricted personal leave was for an activity that could not have been scheduled during a non-teaching time.
- 3. One (1) bereavement/funeral personal leave day shall be granted per contractual school year without loss of compensation for bereavement/funeral not in conjunction with Section D of this Article. This personal leave day, if unused, shall be accumulated as sick leave for the following school year.

All personal leave requests are to be submitted in writing on the appropriate form and should be filed as early as possible. Such requests must be filed no later than the pay period in which the absence occurred.

C. <u>Bereavement Leave</u>. Upon request to the principal, up to five (5) consecutive working days for bereavement, without loss of pay, shall be granted a contracted teacher for each death in the immediate family. The period shall commence with the date of death, except if the contracted teacher worked a full day on the date of death in which event the period shall commence with the day after death and terminate within ten (10) calendar days. Upon the request of the teacher, a maximum of three (3) of the five (5) such bereavement days may be used at any time within sixty (60) calendar days of the date of death. Immediate family is

defined as follows: spouse, child, parent, brother, sister, aunt, uncle, niece, nephew, grandparent, and grandchild, all by blood or marriage; also, any person who, at the time of death, had been living as a regular member of the household of the teacher.

D. Job Related Injury Leave.

- 1. Absence of a teacher due to injury and/or disability resulting from any assault shall not be deducted from the teacher's sick leave if the assault arises out of, and occurs during the teacher's performance of duties within the scope of the teacher's employment. During the period of absence, the teacher's salary and benefits shall continue in full to a maximum of one hundred twenty (120) days without reduction in accumulated sick leave.
- 2. A teacher who is absent from work due to an injury which is covered by workmen's compensation shall receive full compensation minus workmen's compensation benefits and shall receive full benefits under this contract for a maximum of ninety (90) days without reduction of accumulated sick leave.
- 3. A teacher taking a leave of absence as described in paragraphs 1 and 2 above shall provide to the Director of Human Resources a doctor's statement concerning the need for and the probable duration of the leave. The School Corporation reserves the right to obtain, at its own expense, a second opinion by a physician of the School Corporation's choosing.
- E. <u>Court Leave</u>. Court leave with pay shall be granted to teachers for the time necessary to make appearance(s) 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 proceeding to enforce Public Law 217.
- F. <u>Jury Duty Leave</u>. When requested, a teacher may serve on jury duty. The Board shall pay the teacher his/her full salary less any daily remuneration granted by the court. Pay for court-incurred expenses shall not be considered as court pay and shall not be deducted from the teacher's salary.
- G. <u>Professional Leaves</u>.
 - 1. <u>Professional Days.</u> Professional leave days with pay may be granted to teachers upon their request for the purposes of:
 - a. Attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences sponsored by industry or professional associations, colleges, universities,

governmental agencies concerned with public school matters, or for visitation to other schools or educational institutions for the purpose of observing instructional techniques.

b. For field trips, or to perform duties required by contracted assignments.

A teacher wishing to use a professional leave day without loss of pay will submit a request through his/her immediate supervisor at least two (2) weeks in advance of the date of the requested leave. If permission is granted, a substitute will be employed for the day(s) or half-day.

- <u>Accreditation and/or Improvement Plan</u>. Buildings obligated to meet P.L. 221 or other accreditation requirements shall receive an additional bank of days for the purpose of developing such plans or reports. The building administrator and the building level discussion team shall discuss the number of days to be used and how they are to be used, which in no case may exceed fifteen (15).
- H. <u>Use of Leave</u>. Leave days may be used in one-half (1/2) day increments and such leave will be charged as one-half (1/2) a leave day.
- I. <u>Sabbatical Leave</u>. Any teacher with more than ninety-five (95) days of accumulated sick leave shall be eligible to take a sabbatical leave for the purpose of professional growth or to achieve an advanced degree.

To receive a sabbatical leave a teacher may:

- Cash in ninety-five (95) days of accumulated sick leave and opt to be absent from school for one (1) year at half (¹/₂) pay or one (1) semester at full pay;
- 2. Notify the Superintendent no later than April 1st of the nature and length of the sabbatical and present a proposal concerning the relationship between the sabbatical and his/her teaching assignment.

During the course of the sabbatical, fringe benefits shall be paid on a fifty percent (50%) basis. Compensation for the sabbatical leave shall be made during the three (3) years immediately following the completion of the leave on a one-third (1/3) per year basis within a three (3) year period. If the teacher leaves the School Corporation's employment, he/she forfeits the remainder of the sabbatical compensation.

All approvals for sabbatical leave must be made by the Board upon the recommendation of the Superintendent. The Board shall approve no more than five (5) sabbatical leaves in any one school year. However, if the Board has approved fewer than five (5) sabbaticals filed by the April 1st deadline, they may consider any applications filed by October 1st for the second semester of the school year.

ARTICLE VII

UNCOMPENSATED LEAVES OF ABSENCE WHICH ARE SALARY AND WAGE FRINGE BENEFITS

A. <u>General Provisions</u>. Upon written request, the Board will grant a leave of absence, for a term as specifically set forth in this Article for disability leave, serving in political office, childbirth, adoption, or professional organizational work.

Upon written request, the Board may grant a leave of absence up to one (1) year without pay for personal illness, illness in family, adoption, graduate studies, COVID-19 or COVID-19 accommodation leave, or for any other good and sufficient reason specifically approved by the Board. Additional leave may be granted when requested in writing and approved by the Board, but is not encouraged due to the hardship placed on teachers assigned to temporary contract.

General rules governing unpaid leaves are:

- 1. <u>Provisions Governing Teachers Not Intending to Return to Teaching After</u> <u>Leave</u>. In the case of a teacher who does not intend to resume teaching duties with the School Corporation after expiration of the requested leave:
 - a. The notice of request to take leave shall set forth the effective date of the teacher's resignation.
 - b. The teacher shall then be eligible to use any accumulated leave days and to continue the insurance as provided for in Article XIII.
- 2. <u>Restriction on Use of Leave</u>. Leaves are granted for the specific reason stated and may be terminated by the Board if it is determined that the leave is not being used for the purpose stated. The Administration may monitor and review teachers on leave for the purpose of ascertaining their intention to return so they will realize the hardship it places on temporary contract teachers.

- 3. <u>Termination</u>. Nothing contained in the Article shall be construed to restrict the Board's power, subject to statute, to dismiss teachers or notify teacher of intent not to renew teacher contracts, when a teacher is on an unpaid leave, even if such termination would take place before the expiration of such leave.
- 4. <u>Return</u>. Teachers going on a leave of absence should be guaranteed a position upon their return unless impacted by a layoff. The teacher, at the time of granting of the leave, must state in writing to the Office of Human Resources a desire to implement these rights. Teachers going on leave whose (1) letter of request notes such a desire and who states a time of returning not to exceed one (1) year coinciding with the commencement of the start of the next semester, or (2) meets the exceptions of Article VIII, Section B, Pregnancy and Child Birth Leave or Article VIII, Section A, Disability, will be reassigned to their former building and reassigned to the same position if it exists, or if not, to a substantially equivalent position.

A teacher returning from a leave of absence of more than one (1) year duration and not meeting the exceptions of Article IX, Section B, Pregnancy and Child Birth Leave or Article IX, Section A, Disability Leave shall have their former position, if it still exists, posted, and therefore shall not necessarily be assigned to his or her former position. The employment intention form for a teacher on leave must be returned to the office of Human Resources by the date designated on the form.

- 5. <u>Extra Pay</u>. Nothing in this Article shall be construed to apply to extra duties compensated for by extra pay or to extended contracts.
- 6. <u>Insurance</u>. Prior to the commencement of a leave under this Article and after any eligibility for the "Family and Medical Leave Act", the teacher may elect to continue in the group insurance plans contemplated in Article XII of this Agreement, by submitting a letter of such intent and paying to the School Corporation the entire monthly premium at least one (1) month in advance of the time it becomes payable during the term of such leave.
- 7. <u>Leaves Without Pay</u>. Teachers on unpaid leaves of absence shall not accumulate any sick or personal leave and may not use any paid accumulated leave or sick bank leave, unless otherwise specifically so provided for in this Agreement.

- 8. <u>Benefits</u>. Teachers on unpaid leaves of absence shall retain all rights or privileges to severance pay, retirement, or previously accumulated sick leave in effect at the time their leave began. It shall be the teacher's responsibility to make timely application or to take other action as necessary to receive benefits in this sub-section.
- B. <u>Political Office</u>. Leaves without pay shall be granted to serve in public office. Such leaves may be granted annually and renewed annually for the length of the term of office.
- C. <u>Professional Organization Work</u>. A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of serving as an officer or staff member of any professional organization (local, state, or national). Such leaves may be renewed annually and be renewed annually for the length of the term of the office or the length of employment as a staff member.
- D. <u>Leave for Graduate Studies</u>. A leave of absence of up to one (1) year in the sole discretion of the School Corporation may be granted with approval of the Board, to a teacher for the purpose of engaging in study that is related to his/her professional responsibilities at an accredited college or university. The teacher shall notify the School Corporation in writing no later than thirty (30) days prior to the end of the semester preceding the proposed leave, including the starting and ending dates of the leave. In order to be eligible for this leave a teacher must have at least three (3) years' experience in the School District.

ARTICLE VIII

LEAVES OF ABSENCE WHICH MAY BE EITHER OR BOTH UNCOMPENSATED AND COMPENSATED

- A. <u>Disability Leave</u>. A teacher shall be entitled to disability leave upon request when unable to perform his/her duties owing to a disablement. Such disability shall include, among other items, incapacity which arises from major surgery, physical illness, physical injury, 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 Director of Human Resources 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 a disagreement over the beginning date of the leave, or over the ability of the teacher to continue active employment in such teacher's position,

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 time or date such leave begins upon such statement. In lieu of accepting statements from the teacher's physician, the School Corporation may, at its own expense, require that a teacher have from time to time a physical examination from a licensed physician of the School Corporation's choice in order to determine the teacher's eligibility for continued leave.

- 2. Unanticipated Disability. 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 Director of Human Resources 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 Director of Human Resources.
 - c. The teacher shall notify the Director of Human Resources 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 in any event, however, make an effort towards insuring continuity of instruction for students by scheduling the end of the leave so as to coincide, if reasonably possible, 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 if the return is at a date other than the one originally scheduled.
 - e. A Disability Leave, in excess of one year shall be considered to not to exceed one year if the teacher returns at the start of the current grading period following the one year period.

- 4. Limitations. No leave under this Section may be granted for a period exceeding one (1) year (I.C. 20-28-10-3) except to coincide with a grading period. The teacher may request consecutive leaves which would result in a leave greater in length than a year but consecutive leave will be granted at the discretion of the school corporation.
- 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.

B. <u>Pregnancy and Childbirth Leave</u>.

- 1. <u>Pregnancy and Childbirth</u>. A teacher who is pregnant shall be entitled upon request to a leave of absence for a period commencing at the time of physician certified pregnancy through one (1) year following the live birth of the child. Said teacher shall notify the Director of Human Resources in writing of the intention to take such a leave at least thirty (30) days prior to the date on which the leave is to begin; such notice shall also state the date of anticipated return to teaching. If a teacher becomes personally disabled because of the pregnancy and/or delivery, the teacher has a right to an immediate leave.
- 2. Use of Sick Leave During Pregnancy and Child Birth Leave.

Sick leave may be used during Pregnancy and Childbirth Leave as follows:

- a) Use of Sick Leave for Paid Leave.
 - (i) Pre-delivery.

Use of sick leave shall be limited to the teacher's personal disabilities directly related to pregnancy. Any teacher taking a leave of absence may use any days of sick leave which the teacher has accumulated, but may be required, at the option of the School Corporation, to present a doctor's certificate of disability or personal physical inability to teach to justify such use of accumulated sick leave.

(ii) At Delivery or Following Delivery.

Any teacher delivering a child, will be presumed to be disabled for six (6) calendar weeks following the delivery. Because of this presumption a certificate of disability will not be required to use sick leave for this period because of the teacher's personal illness.

If the teacher's leave extends beyond six (6) calendar weeks beyond the date of delivery, the teacher may use any days of sick leave which the teacher has accumulated. However the teacher may be required, at the option of the School Corporation, to present a doctor's certificate of disability or personal inability to teach to justify continued use of accumulated leave days during the child care leave.

- b) Use of sick leave for family illness. See Article VI, Section A(4)(a).
- c) <u>Paid Maternity/Paternity Leave</u>. A teacher may use up to ten (10) days of sick or accumulated sick leave, without loss of compensation upon birth for child raising efforts. These days shall be available for one year commencing with the birth of the child.
- 3. <u>Return</u>. The provisions of Section A-3 of this Article shall apply to any teacher taking childbirth leave even if the leave exceeds one (1) year in duration, but shall not apply in the event the teacher applies for an additional leave at any time prior to having returned to work for a period of one (1) year.
- C. <u>Adoptive Leave</u>. Adoptive leave may be granted for up to a period of one (1) year. Upon initial application for the adoption, the teacher shall notify the Director of Human Resources in writing of such intent. The period of leave shall commence when the child is entrusted to the teacher-parent. The intent of this leave is to allow the teacher-parent an opportunity to afford the adopted child full-time parental care, where there is no parent or adoptive parent readily available to give such full-time parental care. A teacher applying for, or on, adoptive leave, must inform the Board of any intent to engage in gainful employment, attend institutions of higher learning, or be absent from his/her regular residence for more than a period of one (1) month and obtain specific approval for such activities, if intended to be engaged in, to be granted, or to continue on, adoptive leave.
- D. <u>Paid Adoption Leave</u>. A teacher may use up to ten (10) days of sick or accumulated sick leave, without loss of compensation upon the adoption of a

child for child raising efforts. These days shall be available for one year commencing with the adoption or placement of child, pending adoption.

E. <u>Provisions Implementing the Family and Medical Leave Act</u>.

Teachers shall have the right to both the appropriate family and medical leave and the appropriate designated benefits provided by the Family and Medical Leave Act (FMLA). Any provision of this Contract which restricts or is in conflict with any mandatory leave and/or mandatory benefit(s) of the FMLA will not have any effect for any teacher who has a right to a leave and/or benefit under Public Law 217. The School Corporation may require a teacher to verify and/or certify any information which an employer may require under the FMLA and it may further elect any option available to it under the FMLA for any leave or benefit for which a teacher qualifies for under the FMLA but for which the teacher is not entitled under the specific language of this Contract.

F. Military Leave.

- a) Military leave shall be granted to any employee who is inducted or who enlists in any branch of the Armed Forces of the United States. Upon return from such leave, an employee shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the School Corporation during the period of his/her absence. The employee shall have up to sixty (60) days after release from active duty to notify the Board of his/her intention to return to the Corporation.
- b) If National Guard or Reserve encampment, or a period of active training situation should occur during the school year, the employee required to participate shall be granted a leave of absence.
- c) The School Corporation will further follow any leave of absence provisions and requirements of State and Federal law.

ARTICLE IX

SICK LEAVE BANK

A. Bank of Sick Days.

In addition to sick leave days as provided in Article VI, Section A, the employer hereby establishes a bank of one thousand (1,000) days for the benefit of all teachers on the first day of the school year. Said bank of days shall be for the use of the teachers who, after having first used all of their annual and

accumulated leave days, may apply to the Director of Human Resources for additional days' leave with pay, to be deducted from the bank of days, in cases of serious illness, major surgery or serious accident involving a teacher or a member of the immediate family. The term "immediate family" shall mean spouse or dependent child.

The pay for bank sick leave days shall be the rate of the minimum bachelor's salary base pay divided by one hundred eighty-two (182) per day, or the teacher's per diem rate (contract salary \div 182).

The teacher must make application to the Director of Human Resources to qualify for the receipt of said sick bank days. It shall be the responsibility of the Director of Human Resources to notify the teacher within forty-eight (48) hours as to whether his/her request is granted or denied. The Director of Human Resources shall not unreasonably withhold the granting of said days. If the Director of Human Resources denies the application of the teacher, the teacher shall then notify, within a period of three (3) days, or waive the request, the Secretary of the Board of School Trustees, and the Board, no later than its next regular meeting, shall hold a hearing on the request, review the same in executive session, and give such other consideration as it may deem appropriate.

The criteria for granting to the teacher days from the sick bank is set forth in Section B of this Article.

The bank of sick days shall be for a period of one (1) school year. At the beginning of each school year, the administration shall recredit to the bank a sufficient number of days to bring the bank to a one thousand (1,000) day total.

- B. Sick Leave Bank Criteria
 - 1. The purpose of the Sick Leave Bank is to relieve teachers from undue financial burdens due to absence from work on a long-term basis due to personal illness, injury, or incapacitation sufficiently severe that it would make their presence in the school inadvisable.
 - 2. The teacher or his/her representative must make written application to the Superintendent, and it shall be accompanied by a physician's statement describing the illness and a prognosis for a date of return to work.
 - 3. The days in the Bank cannot be granted retroactively.
 - 4. If days are granted a teacher from the Bank, such benefit shall begin following the expiration of all sick days and personal leave days available to the teacher and after the teacher has lost five (5) days pay.

- 5. All other contractual leave days shall be waived while drawing from the Sick Leave Bank.
- 6. A teacher may be granted up to twenty-five (25) days from the Bank in response to his/her initial application. If, after the original twenty-five (25) days, the teacher is unable to return, and after the teacher has lost five (5) days without pay, he/she may submit a second application and may be granted up to twenty-five (25) additional days. The second twenty-five (25) days will only commence after five (5) school days have elapsed following expiration of the first twenty-five (25) days. The second application must be accompanied by a second statement from his/her physician as described in Section 2. In no case, shall the benefit extend beyond the contract year.
- 7. Sick Leave Bank days shall not be used during Summer School employment, in the case of a normal pregnancy, or for family privileges granted in this contract.
- 8. Except as contemplated in paragraph 6, a teacher may only use the Sick Leave Bank one (1) time for any one (1) illness, injury, or incapacitation.

ARTICLE X

<u>COMPENSATION</u>

A. <u>Salary</u>.

- 1. Starting Salary and Salary Range.
 - a. The starting salary for teachers in his/her initial year of employment with the School Corporation shall be:

B	M	<u>D</u>
\$38,000.00	\$40,000.00	\$46,500.00

b. Salary Range.

For returning teachers, the salary ranges for teacher's salaries for 2020-2021 school year range from the low salary of Thirty-eight Thousand Dollars (\$38,000.00) to a high salary of Eighty-four Thousand Five Hundred Seventeen Dollars (84,517.00) without 2020-2021 salary increases included.

- 2. Performance Based Compensation
 - a. General Provisions

<u>Eligibility:</u> Teachers rated ineffective or improvement necessary in the prior year are not eligible for any salary increase in the current year.

<u>Return from Leave</u>: A teacher, upon returning from such leave, shall return at their prior salary.

<u>Reallocation.</u> Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However in the event that there are funds that were otherwise allocated for teachers rated in ineffective or improvement necessary, those funds will distributed to eligible teachers in the form of a stipend.

b. 2020-2021 School Year

There will be no salary base increase for the 2020-2021 school year. A stipend of One Thousand One Hundred Dollars (\$1,100.00) will be paid to all returning teachers working or on paid status as of November 27, 2020. This stipend will be on or before December 11, 2020.

c. Transition Stipend

Three (3) teachers would have qualified for a movement between or among columns at the start of the 2020-2021 school year pursuant to the prior language under the previous Collective Bargaining Agreement (Article X, Section A(2)(c)) if it was still effective. Those teachers will receive the following one-time stipend for the 2020-2021 school year:

- 1. BS to MS \$2,154.00
- 2. MS to MS+30 \$4,320.00
- 3. BS to BS+18 \$921.00

Those stipend amounts and prior payments with the ratification of this contract are approved by both the Board of School Trustees and the Association, retroactively.

Teachers who previously would have qualified for such a movement under the prior Collective Bargaining Agreement if that

agreement was still effective, effective with the second semester will be paid a one-time stipend as follows:

BS to BS18	= \$300
BS18 to BS36	= \$350
BS 36 to MS	= \$350
Which would equ	to BS to $MS = $1,000$
MS to MS30	= \$1,500
MS 30 to DR	= \$2,000

d. Cash Balance Reconciliation Stipend

At the close of the 2020 calendar year, after deducting the estimated unpaid cost of settlement for all employee groups, should the combined cash balances of the Education, Operations, and Rainy Day Funds exceed \$16.5 million*, the excess amount (over \$16.5 million*) will be multiplied times sixty-seven percent (67%) with the resulting dollar amount utilized for an additional one-time cash stipend to be paid to returning teachers in the bargaining unit. (*This amount will be the NET of any costs for employee stipends, HSA contributions, and increased Board contributions to employee health insurance committed to during the 2020-2021 negotiations or changes in employees' handbooks.) The cash balance reconciliation stipend will be determined by a formula applied to the resulting balance as follows: Above result / # of eligible teachers = X. x/1.1615 (.0765 FICA/Medicare & .085 TRF) = stipend amount. The stipend will be paid to the eligible teachers on or before March 1, 2021.

e. Retention Incentive Stipend

This subsection will provide a stipend which a teacher may qualify for during the term of this existing collective bargaining agreement. As a stipend this amount need not qualify under the statutory eligibility requirements.

A teacher under regular contract may be eligible to apply for the Retention Incentive stipend (R.I.), if the teacher has at least ten (10) years credited teaching experience in this Corporation under a regular or temporary contract; and meets an aggregate number that equals or exceeds seventy (70). This means that any combination of years of service and age that total seventy (70) shall meet the criteria for applying for the Retention Incentive stipend (R.I.). A teacher who was evaluated as either effective or highly effective the prior school year and who is meeting the above criteria will be eligible to apply for and receive the annual Retention Incentive of One Thousand Six Hundred Fifty Dollars (\$1,650.00). If a teacher receives an evaluation ranking of "needs improvement" or "ineffective," the teacher will be ineligible to receive any payments under this provision. This stipend will be included within the salary range which is included within this Collective Bargaining Agreement.

After a teacher has earned five (5) Retention Incentive (R.I.) stipends or any prior stipends under a former name, that teacher will not be eligible for any additional R.I. stipends.

B. <u>Payroll Deductions</u>.

1. Teachers shall be paid in twenty-six (26) or twenty-one (21) bi-weekly pays in a method to insure privacy.

Teachers shall be paid in a method to insure privacy. Effective with the 2012-2013 school year, teachers shall be paid by direct deposit. Teachers may, after their first year, select to be paid in one of the following three methods: (a) twenty-six (26) pays; (b) twenty-one (21) pays; or (c) twenty-six (26) pays with the final five (5) pays of those twenty-six (26) paychecks paid on the last payroll in June. A teacher may select a different payment for the following school year with a written selection. That form must be submitted to the payroll office prior to the end of the teacher's regular school year. See Appendix E. This form will be available on the School District's website. A teacher's selection shall remain in effect until a subsequent timely selection (prior to the last day of the teacher's regular work year and in such a case the selection to be effective for the following school year).

Only first year teachers will be notified of their right to select pay options after the teacher's first year by May 15th of their first year. A first year teacher who does not submit a timely selection at the end of the teacher's first year will be placed on the twenty-six (26) pay option for his/her second year.

Except as otherwise specifically provided in this section, the time or schedule of any payment of salary will not be accelerated.

Teachers separating employment either during or at the end of the school year will receive their remaining compensation on the pay date for the pay period in which the last day of employment occurred.

A teacher may not change his/her selection during the school year unless there is a HIPAA qualifying event.

A schedule of the projected payroll dates is attached as Appendix C; it is understood by the parties that the actual date of payroll may vary from Appendix C due to factors such as scheduled holidays, school closings, machine breakdowns, and similar occurrences and calendar rollovers.

Deductions presently in effect for annuities or other qualified tax deferred plan investment products, credit union, and insurance plans shall be continued, and when authorized by the teacher, new deductions may be approved by the Board. Teachers shall have the right to revoke such authorization pursuant to enrollment and section 125 guidelines where applicable. As provided by the Vigo County School Corporation 403(b) Plan document, to qualify for such deduction, any of the eligible annuity companies for payroll deduction must have on file with the School Corporation a vendor's agreement and hold harmless agreement acceptable to the School Corporation and be approved by the Benefit Committee. By mutual agreement between the VCTA and the VCSC any representative may be prohibited from contact with teachers on school premises if the conduct of the representative in SELLING annuities or other qualified tax deferred plan products does not constitute acceptable or ethical business practices.

C. Related Compensation Matters.

- Staff authorized to receive travel reimbursement, including coaching assignment at a school other than where the teacher teaches, but excluding all other travel in connection with athletics, shall be compensated at the rate of fifty cents (50¢) per mile. Effective the month following ratification, mileage claims or requests will be paid at the IRS rate.
- 2. Work performed by teachers outside of the teacher's regular work day and/or school year, not otherwise compensated for, directly authorized by the School Corporation, shall be reimbursable at an hourly rate of Twentyfive Dollars (\$25.00) per hour. This rate of pay will be referred to as the curriculum rate of pay. Effective the month following ratification, curriculum work done starting with that month will be paid at Thirty Dollars (\$30.00) per hour.

3. Part-time/Part Day.

For middle and high school teachers on a semester schedule and on less than full-time contracts, the salary calculation shall be: For teachers teaching less than three (3) periods, the number of periods times 1/7th of their per diem rate. For teachers teaching three (3) or more periods, the number of teaching periods plus one (1) (preparation time) times 1/7th of their per diem rate. A period of at least 30 minutes for a duty-free lunch will not be included in the time employed.

- 4. <u>Part-time/Full Day</u>. For teachers on less than full-time contracts, working full days but fewer days than the full school year, the salary calculation shall be determined by their daily rate (salary schedule divided by 182) times the number of days they are compensated.
- 5. <u>Thirty Minutes Non-Instructional Time</u>. Each summer school teacher shall be provided and compensated for a total of 30 minutes of non-instructional time daily.
- 6. <u>Compensation</u>. Credit courses taught in Summer School and Adult Education for academic credit shall be compensated at the curriculum rate.

Non-credit courses taught in adult education will be compensated at the curriculum rate.

<u>Summer School Pay Schedule</u>. Summer school salary shall be in two (2) payments. Summer school pay will be issued on the established 26 pay schedule dates. If a teacher is on 26 pays, the summer school pay will be included in the teacher's regular check. If a teacher is on a 21 pay schedule option there will be a separate check on the established pay dates. The first pay shall be made the payday on or following the mid-term of the summer session. The last pay shall be issued on the payday of the full pay period following the end of the summer session.

This does not preclude summer school teachers from taking the option found in Article XI, Compensation, Section A-3.

7. <u>Homebound Instruction</u>. Compensation for homebound services for teachers under contract in the bargaining unit shall be compensated at the curriculum rate.

8. <u>Calculation of Teacher Pay.</u>

The method of the teacher calculation of pay will be ratified and grandfathered as that calculation was actually calculated and paid in the past years. Effective with the 2018-2019 school year the following calculation will be implemented:

The base pay will be determined on the daily rate calculated by the base pay divided by the number of contracted days under this Collective Bargaining Agreement, that being one hundred eighty-two (182) days.

Any additional days would be calculated as an additional amount to be paid with the number of additional days times that daily rate.

The teacher pay would be added to any additional days and/or stipends after the distance of the base pay.

[NOTE: The number of teacher contract days was not bargained and was included for information purposes.]

- D. <u>Teacher Retirement Fund Contribution</u>. The Corporation shall contribute three percent (3%) of each teacher's salary to the Indiana Teachers' Retirement Fund.
- E. <u>Extra Responsibilities</u>.
 - The parties agree that the Schedule of Extra Responsibilities and Additional Staff Assignment which is attached hereto as Appendix B-1 and Appendix B-2 and made a part hereof shall constitute the pay for such assignments for the term of this contract.
 - 2. Any teacher who is relieved of duty from a coaching position in the athletic program, or is not offered a contract for a coaching position in the athletic program in which the teacher has such a contract in the immediately prior school year, may have such decision reviewed pursuant to the Grievance Procedure of this contract through Step Four of such procedure, but may not advance the grievance beyond that step.
 - 3. The parties agree they have examined the question of equal pay for equal work as reflected in Appendix B-1 and Appendix B-2, believe it to be equitable, and that it was arrived at jointly with such questions in mind and

that it is the joint responsibility of the parties. Furthermore, the Association agrees that it will not encourage, nor in any manner support, sponsor, or file any action, other than grievances filed pursuant to this Agreement, intended to question or challenge Appendix B-1 and Appendix B-2.

4. Teachers who either volunteer or are assigned to duties extending more than five (5) minutes outside the teacher's regular teaching day, and when such duties are directly related to student control affected by the arrival or departure of students for the student day, shall receive compensatory time during the teacher day.

ARTICLE XI

SEVERANCE COMPENSATION/RETIREMENT/SAVINGS PLAN

- A. <u>Severance Compensation.</u>
 - a. Severance pay will be paid to all certificated personnel upon separation from the Vigo County School Corporation, having completed not less than ten (10) years of service in the Vigo County School Corporation and having reached the age fifty (50) prior to the first contract work day of the following school year and provided the teacher submits a timely letter of resignation as follows:
 - i. A teacher retiring between school years shall submit their written letter of resignation to the Human Resources Office on or before July 1 of that calendar year in which the teacher is retiring.
 - ii. A teacher retiring during the school year shall provide at least ninety (90) calendar days written notice to the Human Resources Office; however, such retirement shall not be effective prior to Elementary/Middle School Semester Break.

If a teacher does not timely provide notice of retirement as required above and the provisions of sub-section Article XI, Section 1a.(ii) below do not apply, then the amount of the teacher's severance compensation shall be reduced by one-third (1/3).

b. If a teacher does not provide a timely written notice as provided above because of his/her death or the teacher is disabled (pursuant to either ISTRF or the School Corporation's Long Term Disability carrier) and otherwise has met the age and years of service qualification requirement for severance compensation, the full amount of the severance pay will be paid to the teacher's estate in the event of death or to the teacher in the event of a disability.

The School Corporation will pay the severance compensation thirty (30) days after verification of disability or notice that the estate has been opened by the court.

- 2. Severance benefits shall be computed by the greater of the base substitute pay rate or forty percent (40%) of the minimum bachelor's salary base pay and thereafter per diem rate for each unused accumulated sick or personal leave day, including days credited in the last year of service. However, if any of these days credited from the last year exceeded the 120 day sick leave accumulation maximum, those days in excess of the maximum will be part of the Annual Sick Leave Buyback Program.
- 3. A teacher's severance compensation will be paid to a retiring teacher prior to August 1 of the calendar year in which they retired and if a teacher retires after August 1, then thirty (30) calendar days after the last day of work or retirement notice, whatever is later.

The severance compensation payable to a teacher under this section will be, to the extent authorized under law, paid through the Section 125 Plan in order to allow a retired teacher the option of applying this compensation towards the health insurance premiums.

B. <u>The Vigo County School Corporation Retirement Savings Plan.</u>

1. The Plan.

The Board will contribute to the Vigo County School Corporation Retirement Savings Plan (401(a)) established July 1, 1986. The provisions for such a program are set forth in the plan document. Copies of the plan document shall be made available to teachers upon request at the office of the Director of Human Resources. One copy will be placed in each building.

- 2. Annual Contribution.
 - a) The Corporation will contribute annually an amount equal to two and sixty-five hundredths percent (2.65%) of the teacher's salary to each teacher's 401(a) account based solely on the base contract salary of the individual teacher. Effective January 1, 2020, this contribution rate will increase to two and three-fourths percent

(2.75%) of the teacher's salary to each teacher's 401(a) account based solely on the base contract salary. The annual contribution will be paid to any teacher who is employed on November 1st with the annual contribution being a lump sum contribution to the eligible teacher's 401(a) account on or before January 15th.

- 3. Contributions to the Retirement Savings Plan based on Years of Service.
 - At the end of any school year for which a teacher meets the following two (2) eligibility requirements, the School Corporation will contribute One Hundred Dollars (\$100.00) to each eligible teacher's 401(a) account:
 - 1) the teacher prior to the school year meets and exceeds the requirements of:
 - a) 50 years of age; and
 - b) 10 years of service in the Vigo County School Corporation.
 - 2) Accrues another year of service.

A year of service will be granted to a teacher for any one school year in which he or she is paid for at least one hundred twenty (120) days.

b) The contributions made under this section will be made on or prior to July 31st.

C. <u>Annual Sick Leave Buyback</u>

1. Purpose and Goal

The representatives of the Board of School Trustees and the Vigo County Teachers Association mutually agreed that it was in the best interest of the parties to minimize or eliminate the accrued liability that is created annually by the current sick leave accumulation and unfunded severance benefits. To alleviate this problem, the parties implemented an Annual Sick Leave Buyback Program with the goal of reducing the ever increasing unfunded liability of the severance plan while at the same time provide a potentially annual compensation for unused sick days in a method that would increase the value of those days at a rate greater than accumulated days had increased under the old severance plan. This goal was implemented by establishing a new sick leave accumulation of one hundred twenty (120) days and the School Corporation annually buying sick leave days in excess of that new maximum with a contribution to the teacher's 401(a) accounts.

2. Annual Sick Leave Buyback Program

Teachers who have sick leave days in excess of one hundred twenty (120) days at the end of the school year will have those excess days bought back at the rate of the current value of the base substitute rate or 40% of the minimum bachelor's salary base pay and thereafter per diem salary, whichever is greater. This contribution will be contributed by the School Corporation to the teacher's 401(a) account before July 31st following the respective school year of any annual buy back.

D. <u>Bridge Benefits.</u> For any teacher who opts to retire prior to the time the teacher qualifies for Medicare, the School Corporation shall contribute a maximum of One Hundred Twenty-five Dollars (\$125.00) monthly towards the retired teacher's insurance premium payment for any School Corporation insurance plan that the teacher was enrolled during the twelve (12) month period before retirement until the month the teacher qualifies for Medicare. Additionally, if a teacher qualifies for Bridge Benefits as provided above and the retired teacher is covered by a spouse's plan (ex. employee and spouse) who is an active at work employee then the retired teacher may elect to have their annual benefit contributed to their spouse's premiums.

ARTICLE XII

INSURANCE

- A. The Group Insurance Program will consist of the closed enrollment guidelines provided by any insurance, if any.
- B. <u>Life Insurance</u>. The School Corporation will provide, upon enrollment, a basic Fifty Thousand Dollar (\$50,000.00) term life insurance policy for all eligible teachers. Additionally, another Fifty Thousand Dollars (\$50,000.00) of term life insurance may be purchased at the teacher's expense at the same rate as paid by the School Corporation. This option shall become effective on January 1, 2003, and only if there is a minimum of thirty percent (30%) participation. The benefits committee will continue to review and explore the benefit structure of the various group insurance programs.

C. <u>Medical Insurance</u>. The School Corporation will provide payment towards the Plan selected by the teacher according to the following schedule and in accordance with the open enrollment guidelines.

РРО	
	Board Contribution
Tier	
Employee Only	\$7,469.28
Employee/Children	\$11,563.36
Employee/Spouse	\$12,992.55
Family	\$18,186.93

The Board contribution currently is:

HDHP#1		
	Board	
Tier	Contribution	
Employee Only	\$6,883.12	
Employee/Children	\$10,595.72	
Employee/Spouse	\$11,841.21	
Family	\$16,641.78	

HDHP#2	
	Board Contribution
Tier	
Employee Only	\$5,363.46
Employee/Children	\$8,256.36
Employee/Spouse	\$9,226.94
Family	\$12,967.66

Effective with the January 1, 2021 premium year, the Board contribution will be:

PPO	
	Board
Tier	Contribution
Employee Only	\$7,693.32
Employee/Children	\$11,910.22
Employee/Spouse	\$13,382.33
Family	\$18,732.52

HDHP#1	
	Board
Tier	Contribution
Employee Only	\$7,089.61
Employee/Children	\$10,913.59
Employee/Spouse	\$12,196.45
Family	\$17,140.99

HDHP#2		
	Board	
Tier	Contribution	
Employee Only	\$5,524.40	
Employee/Children	\$8,504.01	
Employee/Spouse	\$9,503.76	
Family	\$13,356.65	

The School Corporation's contribution for teachers who teach less than full-time shall be on a pro rata basis.

In a situation where two members of the bargaining unit are married and elect the full coverage Teacher Plus Dependents Insurance Plan, the Vigo County School Corporation will contribute an amount equivalent to its contributions for the teacher only and teacher plus children premiums plus Five Hundred Dollars (\$500.00). If there are married teachers who subsequently change to two (2) single plans because no other dependents are eligible, then those two (2) teachers shall maintain the Five Hundred Dollar (\$500.00) benefit. However, in no case will a teacher contribute less than One Dollar (\$1.00) per year. This provision only applies to those teachers who were entitled to this premium contribution as of August 11, 2014.

Effective with the 2018-2019 school year, a teacher married to another employee who does not have any dependent children enrolled in the health insurance will receive two (2) "Employee Only" Board contributions. Should any teacher have been paid based upon a higher formula prior to 2018-2019 school year, they will be grandfathered and continue to receive Board contribution at the higher formula rate.

Teachers and Dependents of Teachers (including newborn babies) must be enrolled pursuant to the VCSC procedures prior to the expiration of the enrollment period (31 days from the day of the event) in order to be eligible to have coverage, or in the next open enrollment period.

The School Corporation will contribute an amount that is equal to the same percentage to the 2021 premiums as it did towards the 2020 premiums.

That 2021 contribution will be stated in a dollar amount and the dollar premium amount contribution will be based on the status quo.

HSA Employer Contribution

The School Corporation will make the following contribution directly to an employer's HSA account if the employee is enrolled in the HDHP Plan:

Single Tier\$400.00Other Than Single\$600.00

These contributions will be paid to teachers who are enrolled in the HDHP Plan as of January 1st and the actual contribution will be deposited on or before January 31st.

These contributions will be subject to this sunset provision in that such contribution will terminate upon June 30, 2021 and not be part of the status quo of this Agreement. Only by mutual agreement will such contribution continue past that date.

- D. <u>Long-Term Disability Insurance</u>. The School Corporation will provide for and pay the full premium for each eligible teacher of the School Corporation's Long-Term Disability Insurance (Income Protection Plan).
- E. <u>Dental Insurance</u>. A Group Dental Insurance Program will be provided for all eligible teachers. The School Corporation contribution to this program will be according to the following schedule in accordance with open enrollment guidelines.

The School Corporation will contribute an amount that is equal to the same percentage to the 2021 premiums as it did towards the 2020 premiums. That 2021 contribution will be stated in a dollar amount and the dollar premium amount contribution will be based on the status quo.

- F. <u>Teacher Paid Coverage</u>. Teachers opting for medical insurance programs will have the right to subscribe at his/her expense to the Family Dental.
- G. <u>Retirees</u>. Retirees, retiring prior to the time they qualify for Medicare, may continue to be a part of the School Corporation's Group Insurance Program to the time they qualify for Medicare, to the extent that they participated during their last year of employment, providing they pay to the School Corporation the entire bi-weekly premium due, at least one (1) month in advance. The Board shall make an allowance toward the premiums of early retirees as indicated in Article XI, Section D of this contract. Failure to comply with the requirement to provide

the teacher's premium contribution share to the School Corporation on a timely basis will cause coverage to terminate. Prior to termination, the School Corporation will provide a minimum of thirty (30) day notice of termination in writing.

- H. <u>Carriers</u>. Any change in the carriers will be by mutual agreement.
- I. <u>Section 125 Provisions</u>. Provisions of Section 125 of the Internal Revenue Code (Cafeteria Plan) shall be implemented and offered to all teachers. Tax benefits offered will include:
 - 1. Teacher Paid Premiums for insurance programs.
 - 2. Unreimbursed Medical Care.
 - 3. Dependent Care
 - 4. Program administrative costs.

The administrative costs of these programs shall be paid by the teacher.

ARTICLE XIII

GRIEVANCE PROCEDURE

- <u>NOTICE</u>: Grievance must be filed in writing and in a timely fashion: See, Section C, "Procedure," Step Two, paragraph 3, and see also Section A, "Definitions," paragraph 4.
- A. Definitions.
 - 1. A "grievance" is an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage, slowdown, or suspension of work over the subject matter of such grievance, but such grievance shall be submitted to the following grievance procedures, which procedures shall be final.
 - 2. The terms "teacher" and "grievant" include any individual or a group of similarly aggrieved individuals in the bargaining unit. "Grievant," when so used in context, may also mean the Association.
 - 3. The term "building principal" means the school administrator most directly involved.
- 4. The term "day" when used in this Article shall mean student days (as that term is used in the school calendar); during the Summer recess, the term shall mean weekdays (Monday through Friday), except holidays when the central school office is closed.
- B. <u>Grievant and Representation</u>. A grievant may initiate a grievance at Step One or Step Two. Subject to the time limitations of Step Two, Paragraph 3, the Association may initiate a grievance, affecting all or substantially all of the teachers at Step Three, or an identifiable group of teachers at Step Two if such group is located at one building and otherwise at Step Three. The adjustment of all grievances shall not be inconsistent with the terms of this Agreement.
- C. <u>Procedure</u>.

Step One

A grievant may initiate a grievance through one (1) of the following procedures:

- 1. The teacher may meet with the building principal concerned and discuss the matter on his/her 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 outside of the presence of the Association representative.
- 3. The teacher may elect to bypass this Step One and file the grievance in writing at Step Two.

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 D.

- 1. The grievance forms shall be filed in quadruplicate, with one copy each for the Association, the grievant, the building principal, and the office of the Superintendent.
- 2. The grievance shall (1) name the other individual(s) involved, if any; (2) state the facts giving rise to the grievance; (3) identify the specific provisions of this Agreement alleged to have been violated; (4) indicate specifically the relief requested; and (5) be signed by the grievant(s) and the Association Grievance Chairperson.

- 3. The written grievance should be filed as soon as possible, but any grievance not presented in writing in Step Two within fifteen (15) 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 an Association representative will accompany the grievant. In any event, within five (5) days after receiving the written grievance, the building principal shall communicate his/her answer in writing to the grievant and the Association, and said answer shall be attached to the grievance.

Step Three

- 1. If the grievance is not resolved in Step Two, the grievant may, within five (5) days of receipt of the building principal's answer, appeal to the Superintendent or designee, by filing the grievance and the building principal's answer (and attaching any written response of the grievant, if desired) with the office of the Superintendent, which shall receipt therefore.
- 2. The teacher may request a meeting with the Superintendent, and an Association representative will accompany the grievant. In any event, within ten (10) days after receiving the written grievance, the Superintendent shall communicate his/her answer in writing to the grievant and the Association, and said answer shall be attached to the grievance.

Step Four

- 1. If the grievance is not resolved in Step Three, the grievant may, within five (5) days of receipt of the Superintendent's answer, appeal to the Board, by filing the grievance and building principal's answers (and attaching any written response of the grievant, if desired) with the office of the Superintendent, which shall receipt therefore.
- 2. The Association, prior to the grievance being heard by the Board, may, but need not, attach a position statement to the grievance.
- 3. The Board, or its designated members, shall schedule a grievance meeting within twenty (20) days of the receipt of the notice. The Board shall render a written decision within five (5) days after the meeting and it shall be attached to the grievance.
- D. Other Provisions Relating to the Grievance Procedure:
 - 1. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

- All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not valid bases for evaluation, and shall not be used in any recommendation for job placement.
- 3. Time limits herein may be extended only by mutual agreement, signed by the parties.
- 4. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teacher were present and working.
- 5. All steps of the grievance procedure shall be conducted during non-regular work hours or at mutually convenient times.
- 6. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- 7. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the answer of the previous step. However, if an individual grievant(s) fails to advance a grievance, the Association may attach to the grievance a statement that the resolution of the particular grievance shall not be considered as having any precedent value.
- 8. Any grievance which arose prior to the effective date of this Agreement or after the termination date of this Agreement shall not be processed.
- 9. Grievances filed toward the end of the school year will be expedited as soon thereafter as possible.
- 10. The parties to this Agreement, the Association and the School Corporation, incorporate this grievance procedure herein for the purpose of enforcing their mutual agreements accordingly:
 - a. The Association shall have the right to have a representative present at all grievance conferences and hearings, from and including Step Two, and the School Corporation agrees to notify the Association of the time and place of any conference or hearing on any written grievance.
 - b. The Association may at any time prior to a hearing before an arbitrator withdraw any grievance whatsoever in its sole discretion. If the VCTA does so, this action will not be utilized by the School Corporation as precedent for future grievances raising the same issue.

- 11. No recording devices shall be used at the first three steps of this procedure. No person shall be present at either of these steps for the purpose of recording the discussion.
- 12. No teacher shall use the grievance procedure to dispute any action by the Board which is in accordance with the state teacher dismissal statutes.
- 13. No teacher shall use the grievance procedure to appeal any decision of the Board or administration if such decision is pursuant to any court order or pursuant to a conciliation agreement with any state or federal regulatory commission or agency.
- 14. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, the grievant(s), all members of the bargaining unit, the Board, and the School Corporation.

ARTICLE XIV

AMNESTY/NO REPRISAL

The School Corporation shall take no action which shall have the effect of penalizing, in any way, any teacher or the Association as a result of any action or activity taken or as a result of any statement made by a teacher or by the Association during the course of, and directly or indirectly related to, the bargaining process that has now culminated in this Agreement.

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ARTICLE XV

TERM OF AGREEMENT

This Agreement, unless otherwise set forth specifically in the Agreement, shall become effective July 1, 2020, and shall continue in effect to 11:59 a.m., June 30, 2021, with the exception for those contract provisions that by their own terms have different effective dates.

VIGO COUNTY SCHOOL CORPORATION	VIGO COUNTY TEACHERS ASSOCIATION
Dr. Robert Haworth, Superintendent	Jodie Buckallew, President
Charles R. Rubright Chief Bargaining Spokesperson	Heidi L. McDonald, Vice-President
This Agreement ratified by the Board of School Trustees this day of, 2020.	This Agreement ratified by the Association this day of, 2020.

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APPENDIX A-1

EXTRA RESPONSIBILITY OR ADDITIONAL STAFF ASSIGNMENT

APPENDIX A DOES SET FORTH THE NUMBER OF DAYS FOR AN EXTENDED CONTRACT AND IN SOME INSTANCES THE NUMBER OF EXTRA-CURRICULAR POSITIONS. THE NUMBER OF EXTENDED CONTRACT DAYS, THE NUMBER OF HOURS, AND EXTRA-CURRICULAR POSITIONS WERE NOT BARGAINED BY THE PARTIES. NEITHER ARE THESE NUMBERS PART OF THE CONTRACTUAL OBLIGATIONS OF THE PARTIES. THESE NUMBERS ARE SET FORTH FOR INFORMATIONAL PURPOSES ONLY. ADDITIONALLY, TO THE EXTENT, IF ANY, THAT ANY PART OF APPENDICES A-1 AND A-2 SET FORTH NONBARGAINING ITEMS, THE ABOVE LIMITATIONS APPLY.

- A. The extra-curricular ("EDEP") indexed stipend amounts were reviewed by a joint VCTA and VCSC study committee with recommendations jointly to both bargaining teams. After reviewing those recommendations and this year's negotiations there was a substantial reorganization and revision to those EDEp indexes. After that initial revision the VCTA/VCSC negotiated a 10% across-the-board raise to those indexes. The parties then agreed to convert those indexes to dollar amounts. Appendix A-2 sets forth both the final revised and increased indexes along with the dollar amount. Going forward it is the intent of the parties to set forth only the dollar amounts for the EDEP stipend.
- B. The following language remains in the Collective Bargaining Agreement for information purposes except as otherwise provided by subsection b(ii) and was the language of this section B of Appendix B prior to the 2018-2019 school year:
 - (i) Unless the position is marked with an asterisk ("*"), each regularly contracted certified teacher with an assignment on this schedule shall have the right to additional compensation according to the following pattern:

Second through Fourth consecutive year in an assignment - scheduled increment plus 4% of that increment.

Fifth through Seventh consecutive year in an assignment - scheduled increment plus 7% of that increment.

Eighth and Ninth consecutive year in an assignment - scheduled increment plus 10% of that increment.

Tenth consecutive year in an assignment – scheduled increment plus 12% of that increment.

Effective with the 2012-2013 school year, the Extra Duty Extra Pay experience factors of 4%, 10%, and 12% will cease with the 7% factor for experience beginning the fourth year will remain. Those teachers being paid will be grandfathered and the extra duty pay for that position will not be lowered.

[NOTE: The above language which is quoted (and in *italics*) is from the 2018-2019 Collective Bargaining Agreement and has been put in here for historical purposes only and is not part of the 2020-2021 Collective Bargaining Agreement.

- (ii) Effective for the 2018-2019 school year and thereafter, the following language will be effective:
 - Continue the above language in the first paragraph and last paragraph of Appendix B, Section B(i) (now contained in Appendix A, Section B(i)).
 - All stipends which were actually paid in the past years through the 2017-2018 school year are hereby ratified by the ratification of this Collective Bargaining Agreement and were grandfathered through the 2017-2018 school year.
 - The stipends of those teachers who were grandfathered with the 2012-2013 school year will continue to be grandfathered if any of those stipends were in excess of seven percent (7%).
 - The stipends for those teachers not grandfathered above the seven percent (7%) range, they would be paid at the appropriate longevity amount not to exceed seven percent (7%).

- C. The Administration and VCTA may agree to a placement on the above schedule based on Corporation need and teacher experience.
- D. Miscellaneous Footnotes.
- (1) The Vigo County School Corporation intends to staff Middle & High School Jazz Ensemble positions if the following criteria are met:
 - 1. A jazz ensemble if not offered during the normal school day schedule nor for credit.
 - 2. a. The high school ensemble attends a minimum of three (3) or more school/local events during the school year.
 - b. The middle school ensemble attends a minimum of three (3) or more school/local events during the school year.
 - 3. a. The high school ensemble attends a minimum of three (3) contests/festivals.
 - b. The middle school ensemble attends at least one (1) contest/festival.
- (2) Team leaders may be designated in lieu of, or in combination with, department heads. School entitlement to such positions will be determined as above. The maximum allowance by entitlement cannot be exceeded. Increments may be split by mutual agreement. Non-traditional departmental configurations may be proposed by the principal and implemented with the approval of the Deputy Superintendent and the Superintendent. Includes Related Arts Department in a middle school whenever classes meet on a regular daily basis containing separate groups of students.
- (3) Increments include work performed during the two weeks prior to the first student day of school and all after-school hour duties during the school year.
- (4) In addition, the School Board may offer, at the individual's hourly rate per the salary schedule, 160 hours to be scheduled in the summer by the band director and approved by the principal. Such hours must be exclusive of the hours worked during the two week period prior to the first student day of the school year.
- (5) In addition, the School Board may offer, at the individual's hourly rate per the salary schedule, 100 hours to be scheduled in the summer by the band director and approved by the principal. Such hours must be exclusive of the hours worked during the two-week period prior to the first student day of the school year.
- (6) Teachers who are required to attend the Swope Art Exhibit, upon verification of their required attendance, shall be paid the stipend of .0025.
- (7) Elementary safety patrol position is limited to the following schools: Davis Park, Deming, Devaney, Farrington Grove, Franklin, Meadows, Ouabache, and Sugar Grove.

APPENDIX A-2

Extra Duty Extra Pay Stipend Salary Amounts					
\$550.00	\$734.00	\$917.00	\$1,101.00	\$1,467.00	\$1,834.00
Head Class Spon Fr./Soph.	Head Class Spon Jr./Sr.	Student Host Corps - HS		Core Committee - Elem	Academic Coaches - HS
Safety Patrol - 10 Elem (7)	Daycare Sponsor		HS Dept Head - 8-11 Hrs (2)	SAT Team - Elem+Sec.	Academic Coaches - MS
Student Council Sponsor (all)	Musical Accom. HS		Drama Spec HS	SIP Chair MS HS	Activities Supervisors - MS
Tech Trek (ISU) HS	WEB MS		Marching Specialist HS		Audio Visual -Build. MS/HS
ITCC Spartan	Newspaper MS		Newspaper Sponsor HS		Orchestra - MS
ITCC Weld HS	Yearbook MS		Percussion Specialist HS		**Jazz Ensemble - MS
ITCC Auto HS			Winter Percussion HS		Chorus - MS
VU Comp HS			Track - Boys Asst. 6		2 Academic Coach - Elem.
Bus/Supervision Duty (all)			Track - Girls Asst. 6		Link Crew Coordinator HS
Autonomics HS			Track - Boys Asst. 7-8		Band Dir. MS
National Honor Society (HS)			Track - Girls Asst. 7-8		*Work-based Learn. Cord (release period or stipend)
			Unified Sports HS		Academic Coordinator MS
			Intramurals MS HS (GF) Cross C Asst.		Academic Coordinator HS
			MS Tennis Asst. MS		
			Event Manager HS		
			Musical Specialist HS		
			VEX/CO2 Challenge MS		
			Performing Arts (Elem)		
			MS Girls Asst. Basketball		
			MS Boys Asst. Basketball		
			MS Asst. Swim Bass Fishing		
			Bass Fishing Coach Bowling Coach		
*additional days					
					<u> </u>

APPENDIX A-2 (continued)

\$2,201.00	\$2,568.00	\$2,935.00	\$3,302.00	\$3,669.00	\$4,769.00
Super Bowl	HS Dept. Head - 24-39 Hrs (2)	HS Dept Head - 40 + Hrs. (2)	Golf - Boys Head	Skyward Liaisons ends Spring 2020	*Band Asst. Director HS (3) (5)
TRT Tech. Resource	Principal Designee - Elem	Drama - HS	Golf - Girls Head	*Chair Health and Nursing	Basketball-Boys Asst. HS
Counselor - Elem	*Counselor - HS	Speech - HS		Chorus - HS	Basketball-Girls Asst. HS
Dance Team MS/HS	*Counselor - MS	Orchestra - HS			Baseball - Head Coach HS
Dept. Head -12-23 Hours (2)		**Jazz Ensemble - HS			Cheer Coach Head HS
Yearbook Sponsor - HS		Baseball - Asst. HS			Cross C-Boys Head HS
MS Team Leader		Cheer Coach Asst. HS			Cross C-Girls Head HS
Basketball - Boys 6,7,8		Softball Asst. Coach HS			Football - Asst. Coach HS
Basketball - Girls 6,7,8		Swim - Boys Asst. HS			Soccer - B. Head Coach HS
Cheer Coach - 6, 7,8		Swim - Girls Asst. HS			Soccer - G. Head Coach HS
Cross C Boys 6,7,8		Wrestling Asst. HS			Softball Head Coach
Cross C Girls 6,7,8		Musical - HS			Tennis - Boys Head HS
Cross C Boys Asst HS		First Robotics HS			Tennis - Girls Head HS
Cross C Girls Asst HS		Super Mileage HS			Track - Boys Head HS
Soccer - Boys Asst HS		DECA HS			Track - Girls Head HS
Soccer - Girls Asst HS		HOSA HS			Volleyball - Head Coach HS
Swim - West Vigo MS		FCCLA HS			Wrestling - Head Coach HS
Tennis - Boys Asst. HS		Skills USA HS			Swim - B- Head HS
Tennis - Girls Asst. HS		Comp. Resource Spec. HS			Swim -G- Head HS
Tennis - Boys 6,7,8		*Chief Counselor - HS			
Tennis - Girls 6,7,8		Color/Winter Guard Spec HS			
Track - Boys Asst. HS					
Track - Girls Asst. HS					
Track - Boys 6,7, 8					
Track - Girls 6, 7, 8					
Volleyball - JV/Var. MS					
Golf Ast. HS					
Asst. Baseball -9th					
Asst. Softball -9th					
V-ball Asst. HS					
TSA MS/HS					
VEX Dist/State MS HS FIT HS					
MS Wrestling					

APPENDIX A-2 (continued)

\$5,503.00	\$7,337.00	\$8,438.00	\$8,804.00]		
				*Extra Days Positions	# of Days]
*Dean - MS	School Psychologist	*Dean - HS	*Band Director HS (3) (4)	*Work-based Learn. Cord (release period or stipend)	2	
Planetarium Manager			Basketball-B. Head HS	*Counselor - HS	10	
Athl. Direct. MS			Basketball- G.Head HS	*Counselor - MS	1 Per 75 ADM	
Strength Conditioning HS			Football - Head Coach HS	*Chief Counselor - HS	35	
			Assistant Athletic Director HS	Coordinator Health Careers (no stipend)	5	
				*Dean - MS	5	
				*Dean - HS	6	
				Building Trades Coordinator (no stipend)	10	
				*Chairperson Health and Nursing	10	
				Grandfather		
				Positions	Current	Chan ge
				Middle School Band	0.06	0.05
				Middle School Intermural	0.076	0.03
				Volleyball Asst.	0.07	0.06
				8 th gr. Basketball – Boys	0.1	0.06
				8 th gr. Basketball – Girls	0.1	0.06
				HS Intermural	0.11	0.03
				HS Swim Boys & Girls Head	0.14	0.13
				Newspaper MS	0.02	TBD
				Yearbook MS	0.02	TBD
				Color/Winter Guard Spec	0.09	0.08
				Chorus - HS	0.1	0.08
				Botanical Gardens (South only)	0.07	0
				Boys Asst Track HS	0.08	0.06
				Girls Asst Track HS	0.08	0.06

<u>APPENDIX B</u>

Anticipated Payroll Dates

CHECK DATE	PAY DAY	PAY PERIOD
08/28/2020	Friday	08/03/2020 - 08/16/2020
09/11/2020	Friday	08/17/2020 - 08/30/2020
09/25/2020	Friday	08/31/2020 - 09/13/2020
10/08/2020	Thursday	09/14/2020 - 09/27/2020
10/23/2020	Friday	09/28/2020 - 10/11/2020
11/06/2020	Friday	10/12/2020 - 10/25/2020
11/20/2020	Friday	10/26/2020 - 11/08/2020
12/04/2020	Friday	11/09/2020 - 11/22/2020
12/18/2020	Friday	11/23/2020 - 12/06/2020
01/04/2021	Monday	12/07/2020 – 12/20/2020
01/15/2021	Friday	12/21/2020 - 01/03/2021
01/29/2021	Friday	01/04/2021 - 01/17/2021
02/12/2021	Friday	01/18/2021 - 01/31/2021
02/26/2021	Friday	02/01/2021 - 02/14/2021
03/12/2021	Friday	02/15/2021 - 02/28/2021
03/26/2021	Friday	03/01/2021 - 03/14/2021
04/09/2021	Friday	03/15/2021 - 03/28/2021
04/23/2021	Friday	03/29/2021 - 04/11/2021
05/07/2021	Friday	04/12/2021 - 04/25/2021
05/21/2021	Friday	04/26/2021 - 05/09/2021
06/04/2021	Friday	05/10/2021 - 05/23/2021
06/18/2021	Friday	05/24/2021 - 06/06/2021
07/02/2021	Friday	06/07/2021 - 06/20/2021
07/16/2021	Friday	06/21/2021 - 07/04/2021
07/30/2021	Friday	07/05/2021 - 07/18/2021
08/13/2021	Friday	07/19/2021 - 08/01/2021

The purpose of this Appendix is for general teacher information. Some of the above dates may be altered in accordance with the Agreement. It is the intention of the parties to automatically amend this Appendix B from time to time as more exact facts become known.

APPENDIX C **GRIEVANCE FORM**

Name of Grievant(s) Seeking Relief:

Date of Alleged Violation:

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 Grievant:

Specific Relief Requested:

Signature of Association Grievance Representative Signature of Grievant(s) Seeking Relief

Received by: Date:

Level of Process and Referral Date: () Principal () Superintendent () Board

Received Date:	Received Date:	Received Date:
Decision Date:	Decision Date:	Decision Date:
By:	By:	By:
•	•	•

APPENDIX D

Pay Method Selection Form

<u>**PLEASE NOTE **THIS** IS AN **IRREVOCABLE*** SELECTION. It will remain in effect for each consecutive year unless a new selection is made (in writing). At the end of each school year, you will have the chance to change your selection for each consecutive year. *The selection cannot be changed during that year unless there is a HIPPA qualifying event.</u>

In all cases of separation from service (voluntary, involuntary, and retirement) the amount earned but deferred will be paid in a lump sum on the first pay date following the last day of work.

1. Please indicate your preference regarding summer pay by checking A, B, or C.

- ____A. Twenty-six (26) pays;
- _____B. Twenty-one (21) pays; or
- ____C. Twenty-six (26) pays with the final five pays of those twenty-six (26) paid on the last payroll in June.

Pays due on Fridays which are not regular teaching days will be made available or shall be mailed.

A schedule of the projected payroll dates is attached as an Appendix in the collective bargaining agreement; it is understood by the parties that the actual date of payroll may vary from the Appendix due to factors such as scheduled holidays, school closings, machine breakdowns, and similar occurrences and calendar rollovers.

Signature

(Printed Name)

Date

To change your previous selection you <u>must</u> return this form to payroll before the **end** of the school year.

First year teachers <u>must</u> return this form to your principal to be returned to payroll regardless of choice.