

MASTER CONTRACT

For and Between

TRI-COUNTY SCHOOL CORPORATION

And

TRI-COUNTY CLASSROOM TEACHERS ORGANIZATION

_____, 2023

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Tri-County Schools and Tri-County Classroom Teachers Organization Wolcott, Indiana COLLECTIVE BARGAINING AGREEMENT

1. ARTICLE 1 – RECOGNITION

1.A. Exclusive Bargaining Representative

1.A.1. The Board hereby recognizes the Tri-County Classroom Teachers Organization as the exclusive bargaining representative for all certified professional personnel whether under contract, on leave, employed, or to be employed by the Board. Such representation shall exclude the Superintendent, Principals, Assistant Principals, and Administrative Assistants. The term "Employee" when used hereinafter in the Contract, shall refer to all Employees presented by the Organization in the bargaining unit as defined. The term "employer" when used hereinafter to the Board of Education.

1.B.Not to Bargain

1.B.1. The employer agrees not to bargain with any individual Employee, nor to bargain with or recognize any Employee's organization other than the Tri-County Classroom Teachers Organization for the duration of this contract.

2. ARTICLE 2 – DEFINITIONS

- **2.A.** The term "Employee" when used in this Agreement shall refer to all members of the bargaining unit.
- **2.B.** The term "employer" when used in this Agreement shall refer to the Board of School Trustees of the Tri-County School Corporation.
- **2.C.** The term "corporation" when used in this Agreement shall refer to Tri-County School Corporation of Benton, Jasper, and White counties in the State of Indiana.
- **2.D.** The term "superintendent" when used in this Agreement shall refer to the superintendent of Tri-County School Corporation

- **2.E.** The term "organization" when used in this Agreement shall refer to the Tri-County Classroom Teachers Organization.
- **2.F.** The term "per diem" when used in this Agreement shall refer to an Employee's annual salary divided by one hundred eighty-three (183).
- **2.G.** The term "hourly wage" when used in this Agreement shall refer to an Employee's per diem wage divided by six (6).
- 2.H. The term "school day" when used in this Agreement shall be work days for Employees.
- **2.I.** The term "business day" when used in this Agreement shall be days when the corporation Office is open.
- **2.J.** The term "calendar day" when used in this Agreement shall be any day on the calendar including holidays, Saturdays, and Sundays.
- **2.K.** The term "immediate family" when used in this Agreement shall be defined as father, mother, brother, sister, spouse, child, grandparent, grandchild, and similar relationship established by marriage, former spouse, son-in-law, daughter-in-law, any other person who is living in the Employee's household.

3. ARTICLE 3 - COMPENSATION & REIMBURSEMENTS

3.A. Compensation Plan

- 3.A.1. The salary range is 42,215 72,106.
- 3.A.2. Eligibility Criteria: The eligibility will be based on the following factors: 1) Evaluation, 2)Year of Experience.
 - 3.A.2.a. Evaluation is defined as receiving a Highly Effective or Effective rating on the Final Summative Rating. An exception is given to Employees who are in their first two years of teaching who are evaluated as Improvement Necessary.

3.A.2.b. Year of Experience is defined as having been employed by and working for the Employer for 120 days in the prior school year.

3.A.3. Salary Increase Factors

- 3.A.3.a. The salary increases will be defined as: Evaluation, Education, and Academic Needs of Students.
 - 3.A.3.a.(1). Evaluation is defined as receiving a Highly Effective or Effective rating on their evaluation for the prior school year.
 - 3.A.3.a.(2). Education is defined as possession of additional content area credit hours or degrees. Content area is defined by the Indiana Department of Education.
 - 3.A.3.a.(3). The academic needs factor is defined as the need to retain an Employee with a one-time catch-up increase. The raise for academic needs will be the total raise minus the amount increase from evaluation.

3.A.3.b. Salary Increases for Specified Factors

- 3.A.3.b.(1). For the 2023-2024 school year, a current Employee will be placed on the grid at the row based on experience and a column based on education that is not less than or equal to their current salary. An Employee who attained additional credit hours and/or a content area master's degree prior to the start of the 2023-2024 school year must notify the Superintendent in writing and receive verification of additional credit hours and/or degree no later than November 15, 2023. This shall be the total raise with the first \$0 for evaluation to an amount not higher than their current salary and the remainder for the academic needs of students.
- 3.A.3.b.(2). A current Employee whose current salary exceeds row U on the salary grid will be provided a stipend of \$5000 in 2023-2024 and 2024-2025.

- 3.A.3.b.(3). For the 2024-2025 school year, an Employee who satisfies the evaluation factor may move down a row on the salary schedule. If an Employee exceeds row U on the salary grid for the first time, they will receive a \$3,000 stipend. If an Employee receives an Ineffective or Improvement Necessary evaluation, the Employee will not move down a row on the salary schedule. An exception is given to Employees who are in their first two years of teaching who are evaluated as Improvement Necessary.
- 3.A.3.b.(4). Beginning with the 2024-2025 school year, an Employee who has attained additional credit hours and/or a content area master's degree prior to the start of the 2024-2025 school year must notify the Superintendent in writing and receive verification of additional credit hours and/or degree no later than August 1, 2024. Employees who meet the education factor may move over one column on the salary grid per school year.

3.A.4. New Employee Salaries

3.A.4.a. The superintendent determines the compensation of Employees new to the school corporation based on education and years of experience in an accredited public school. Employees hired for the 2023-2024 school year but prior to the ratification of this contract shall have their salary adjusted according to their education and experience in an accredited public school using the salary schedule in Appendix A. For the 2023-2024 and 2024-2025 school year, a newly hired Employee shall be placed on the salary grid row based on their experience and column based on their education. The superintendent has the authority to exceed initial placement by up to 3 rows after discussion with the organization president should the need arise to fill a position.

3.A.4.b. Workplace Specialist I License/Higher Education Experience

3.A.4.b.(1). At the time of hiring, an Employee with no previous K-12 or pre-K-12 teaching experience who has or plans to obtain a Workplace Specialist I License or has higher education experience shall present the Superintendent with proof of professional experience in the area in which

they will be teaching. The Employee shall be hired on the salary schedule with each year of professional experience being equivalent to the year of experience for initial placement on the salary grid.

3.A.4.b.(2). In lieu of a bachelor's or higher degree in the area they are teaching, completing or being in the act of completing a Workplace Specialist Licensure program an Employee will be placed on the bachelor's degree column on the salary grid. If the Employee has no degree, the Employee's salary will be in the bachelor's column. An Employee with a content area degree or additional content area credit hours shall be placed in the appropriate education column. Content area is defined by the Indiana Department of Education.

3.A.4.c. Returning to Education

- 3.A.4.c.(1). If a new hire has work experience outside of education in the area in which they will be teaching after having taught at a pre-K-12 school and has a current teaching license, the Employee shall be hired on the salary schedule with each year of professional experience being equivalent to the year of experience for initial placement on the salary grid after discussion with the organization president. The Employee shall present the Superintendent with proof of work experience in the area in which they will be teaching in order to be credited for that work experience.
- 3.A.5. Wage Redistribution: The raise that would have gone to those Employees rated Ineffective or Improvement Necessary shall be redistributed equally to Employees not rated Ineffective or Improvement Necessary as a stipend not greater than thirty (30) calendar days after evaluations are finalized. An Employee that does not receive a raise remains at the same salary as the previous year.
- 3.A.6. Literacy Endorsement: Effective July 1, 2023, Indiana Code 20-28-9-1.5(e) requires schools to "differentiate the amount of salary increase for Employees who possess a required literacy endorsement under IN 20-28-5-19.7." However, the required literacy

endorsement becomes effective in 2025, so no differentiation is applicable in the current biennium.

- 3.A.7. **Extra-Curricular Assignments:** Employees involved in extra duty assignments, as set forth in Appendix B which is attached to and incorporated in this Contract, shall be compensated in accordance with the provisions of this contract without deviation to the negotiated amount.
- 3.A.8. **Teacher of Record:** For the 2023-2024 and 2024-2025 school years, Employees will receive a \$3,000 stipend when assigned the ancillary duty of Special Education Teacher of Record.
- 3.A.9. **Extended Contracts:** Extended contracts will be paid on the basis of the following formula found in Appendix D.
- 3.A.10. Out of Contract Days: When corporation meetings or internal professional development are held outside the contractual period an employee who attends shall be reimbursed at \$208.50, prorated for half day increments of \$104.25.
- 3.A.11. **Graduate Credit:** The employer shall pay a reimbursement of four hundred (\$400) dollars per credit hour of approved educationally related graduate or undergraduate study from an accredited university. Courses must be approved by the superintendent before first attendance and reimbursement will follow receipt of transcripts.
- 3.A.12. **Parent Teacher Conferences:** Employees will be granted one half personal day when conducting school-wide parent teacher conferences in addition to fulfilling a full contractual day.
- 3.A.13. List of Extended Contracts: For informational purposes only, a regular contractual year is 183 and the extended contracts are listed below:

Agriculture Teachers – 223 Academic Counselor – 193 Band Teacher – 206 Elementary Counselors – 193 Guidance Counselor – 193 Media Specialist – 188

3.A.14. Reimbursements

- 3.A.14.a. **Professional Development Expenses:** The employer agrees to pay expenses incurred for professional development, when requested by the employee and with prior approval of the principal, one hundred fifty (150) dollars per day room expenses and forty (40) dollars per day meal expense. Employees shall request approval in advance and on the proper form. All claims must be accompanied by paid **itemized** receipts and reimbursement shall not exceed the amount of paid receipts. All claims must be submitted within forty (40) days after the leave.
- 3.A.14.b. **Required Professional Development Expenses:** When the employee is assigned or required by the Corporation to attend a meeting, conference, or professional development, the employee shall receive full reimbursement for room and meal expenses.
- 3.A.14.c. Mileage: Employees required, in the course of their work, to drive personal automobiles from one building to another, or elsewhere, shall receive a vehicle allowance of the current IRS rate per mile. The same allowance shall be given for use of personal vehicles for other business of the Corporation including professional leave or other required or encouraged professional development. Prior submission of proper forms and approval shall be required. These rates are to go into effect on January 1 of each year. For daily recurring mileage, it shall be figured and paid following each semester.
- 3.A.15. Athletic Pass: Employees shall receive an annual single athletic pass at no cost. In order to receive an annual family athletic pass at no cost, Employees must volunteer for three events.
- 3.A.16. **Required Expanded Criminal History Background Check:** The school corporation shall reimburse the cost of all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation per IC 20-26-5-10. Newly hired employees will be responsible for payment of all initial background checks required for employment.

- 3.A.17. Class Coverage: Assigned class coverage during prep period: \$28.75 per 80 minutes.
- 3.A.18. **Pre-Kindergarten:** The child(ren) of an Employee may attend the corporation prekindergarten free of charge.

4. ARTICLE 4 – PAY PROVISIONS

- **4.A. Pay Options:** Basic salaries shall be paid bi-weekly, twenty-six (26) payments, every other Friday, with the first payment, of the 2023-2024 school year, being September 1, 2023. The first payment of the 2024-2025 shall be August 30, 2024 and shall continue every two weeks thereafter. If a holiday falls on a Friday the payroll is available through direct deposit on the Thursday before. At the end of their contract, Employees may choose a lump sum payment of the remainder of their salary owed for the year. If elected, this payment will be included in the second June payroll.
- 4.B. Payroll Deductions: Payroll deductions are available to employees as follows:
 - 4.B.1. Employees' Tax Sheltered Annuity Programs
 - 4.B.2. Employees' Credit Union
 - 4.B.3. Association Endorsed Insurance Programs
 - 4.B.4. Contributions to Charitable Organizations approved by both parties
- **4.C. Direct Deposit:** Payroll direct deposit will be made available at the Corporation's choice of Originating Financial Depository Institution. Any fees incurred due to direct deposits will be paid by employees using the program.

4.D. Wage Payment

4.D.1. Within thirty (30) calendar days of the ratification of a successor agreement in a bargaining year, the employer shall:

- 4.D.1.a. Issue back pay associated with any raises to each Employee for which the Employee qualified as per the Compensation Model. The formula used for this calculation can be found in APPENDIX D.
- 4.D.1.b. The Back Pay Formula for Employees on a reduced or extended contract can be found in APPENDIX D.
- 4.D.1.c. Increase each subsequent paycheck of each Employee for which the Employee qualified as per the Compensation Model. The formula used for this calculation can be found in APPENDIX D.
- 4.D.1.d. The Increase in Pay Formula for Employees on a reduced or extended contract can be found in APPENDIX D.
- 4.D.1.e. In a non-bargaining year, raises and stipends provided by the compensation model will be paid on the first pay date of the school year.
- **4.E. TRF Contribution:** The employer shall pay directly to the Indiana Teacher Retirement Fund (TRF) each Employee's three percent (3%) mandatory contribution.

5. ARTICLE 5 – EMPLOYEE AND EMPLOYER RIGHTS

- **5.A. Employees Rights:** On or before September 15th each year, the local president or other officer or designee of the exclusive representative shall certify by affidavit to the school employer the number of employees in each school and in the entire school corporation who are members of the exclusive representative.
- **5.B. Employers Rights:** The employer construes and the Organization recognizes that the provisions of this Contract constitute limitations and are the only limitations upon the employer's right to manage the school corporation, and that the employer has the responsibility and authority to manage and direct all of the operations of the school corporation to the full extent vested in it by the laws of the State of Indiana.

6. ARTICLE 6 – INSURANCE BENEFITS

6.A. Hospital-Surgical/Major Medical

6.A.1. The employer agrees to pay towards the premium of the Hospital-surgical/Major medical Insurance Plan in the following amounts:

Single	Calendar Year 2023	\$7520.00
Single	Beginning the first full pay period in January, 2024	\$7950.00
Single	Beginning the first full pay period in January, 2025	\$8200.00
Family	Calendar Year 2023	\$12,359.00
Family	Beginning the first full pay period in January, 2024	\$14,930.00
Family	Beginning the first full pay period in January, 2025	\$17,500.00

- 6.A.1.a. These premiums will be based on the premiums of the participation in the Common Plan of the MASE Insurance Trust. Any changes to the employer contribution will be made in January at the time of premium changes. If employees elect to participate in the MASE HSA Plan, any premium costs below the above stated limits will be placed into the employee's HSA.
- 6.A.2. In the case of two eligible employees who are under the same family insurance plan, the employer will contribute an amount equal to the sum of one family contribution and one single contribution. Any two eligible employees who have elected to take the same family insurance plan cannot also elect to have a VEBA contribution pursuant to the below provision.
- 6.A.3. If an employee hired before January 1, 2020 elects not to take school health insurance, he/she will receive a total of \$1,500 deposited into his/her VEBA account in two (2) semi-annual deposits of seven hundred fifty (\$750) dollars each, at the end of each semester. The employee must provide proof they are covered by alternate insurance. If an employee who had elected not to take health insurance before January 1, 2020 resumes taking school health insurance, he/she shall not receive one thousand five hundred dollars (\$1,500) deposited into his/her VEBA account.

6.B. Life Insurance: The employer agrees to pay the annual premium for fifty thousand dollars (\$50,000) worth of group term life insurance.

6.C. Dental Insurance

- 6.C.1. The employer agrees to pay the annual individual premium of the dental insurance plan, plus 30% of the difference between the family plan premium and the individual premium.
- 6.C.2. In the case of two eligible employees who are under the same family plan that amount which each is entitled to will be applied to the premium for the family plan.
- **6.D.** Section 125: A Section 125 Flexible Benefit Plan will be available to all employees. Phase II (child care, medical reimbursement) will also be made available to all employees. Any costs incurred by this program will be the responsibility of the employees using the program.
- **6.E. Disability Insurance:** The employer agrees to pay for disability insurance up to a rate of .0044 per dollar earned of base salary. If the rate exceeds .0044, the employer has the right to require the employee to pay for the dollar amount above the .0044 rate. All eligible certified employees must participate in this plan.

6.F. Insurance Premiums During Maternity and Other Unpaid Leaves

- 6.F.1. When an employee is on a leave covered by the Family and Medical Leave Act, the Employer shall pay their contractual obligation to the insurances covered in this article.
- 6.F.2. When an employee is on an unpaid leave not covered by the Family and Medical Leave Act, the Employee shall be responsible for the full premiums of the insurances covered in this article.
- **6.G. MASE Trust Provisions:** If provisions conflict with the MASE Trust, those MASE Trust provisions would prevail over the collective bargaining agreement. The employer and the organization shall each appoint one member to the board of the insurance trust. The member appointed by the organization shall receive professional leave to attend any Insurance Trust meetings

6.H. Initiation and Termination of Insurance

- 6.H.1. For a new Employee who is hired prior to September 1, insurance benefits shall begin October 1.
- 6.H.2. For a new Employee who is hired on or after September 1, insurance benefits shall begin on the first day of the month following the next premium following the date of hire.
- 6.H.3. The employer shall pay its contribution to insurance benefits on behalf of an Employee who separated employment upon or after completion of the school year until September 30.
- 6.H.4. The employer shall pay its contribution to insurance benefits on behalf of an Employee who separates employment prior to completion of the school year until the last day of the month of separation. Any pre-paid premiums will be refunded to the Employee.

6.I. Benefits for Employees Working Less Than Full Time

- 6.I.1. The employer may hire certified staff member(s) on a part-time basis. Any certified staff member employed by the employer on less than a full-time basis shall receive salary on a prorated basis in proportion to the percentage of one full-time equivalent.
- 6.I.2. The employer's contribution toward the cost of the insurance programs and benefits for which part-time Employees are eligible shall be prorated to the percentage of one fulltime equivalent, as said benefits are available under provisions of the MASE Trust.

7. ARTICLE 7 – PAID LEAVE

7.A. Personal Illness Leave

7.A.1. **Annual & Accumulated Sick Leave:** Each employee shall be entitled to sick leave in the amount of ten (10) days in the first year of employment and seven (7) days each succeeding school year, accumulative indefinitely. Employees may use annual and

accumulated sick leave when absent from work due to personal illness or quarantine, without loss of compensation.

7.A.2. Public Health Emergency Leave

- 7.A.2.a. During any period of public health emergency as determined by state and/or local official(s) the Employer will permit expanded use of personal leave days, personal illness leave days, and family illness for a public health emergency related illness or quarantine. The expanded leave is available for any Employee if they meet one of the following eligibility reasons: (1) if an Employee is mandated to quarantine because of the public health emergency or the Employee is ill because of the public health emergency, or (2) if the Employee's dependent child(ren) is mandated to quarantine because of the public health emergency or the public health emergency or the Employee's dependent child(ren) is ill because of the public health emergency and the Employee needs to be home to take care of the child(ren). Once an Employee's personal leave and personal illness leave are exhausted, an Employee may petition the sick leave bank committee for additional paid leave days.
 - 7.A.2.a.(1). In addition, the Employer will provide three (3) paid days for each
 Employer-directed quarantine or illness due to the public health
 emergency of the Employee or the Employee's dependent child(ren).
 - 7.A.2.a.(2). The employer may allow the Employee to work remotely which shall not count against the Employee's sick leave.
- 7.A.3. **Transfer of Accumulated Sick Leave:** If an employee has accumulated one or more sick days from another public school corporation, four (4) days shall be added to his/her sick days beginning the second year and each succeeding year four (4) days shall be added to his/her sick days until the accumulated sick days to which the employee was entitled is his/her last employment are exhausted.
- 7.A.4. Sick leave days may be taken in in quarterly units.
- **7.B.** Family Illness Leave: Sick leave days may also be used in case of illness involving a member of the employee's immediate family. Sick days for family illness leave may be taken in quarterly units.

7.C. Personal Leave

7.C.1. Three (3) personal leave days shall be granted during the contractual year without loss of compensation for such absence. Personal leave days prior to or following school vacations will be granted, but such request must be in writing.

7.C.1.a. Personal leave days may be taken in quarterly units.

7.C.2. Personal leave may accumulate to six (6) days. No more than three (3) days may be taken consecutively without permission of the Superintendent. Any unused personal leave days in excess of six (6) shall be accumulated to sick leave or may be donated to the sick leave bank.

7.D. Sick Leave Bank

- 7.D.1. The purpose of the Sick Leave Bank is to relieve its members from undue financial burdens due to absence from work on a long-term basis due to illness, injury or incapacitation of one's self or any other committee-approved relationship sufficiently severe that it would make their presence in school inadvisable.
- 7.D.2. The Sick Leave Bank shall be administered by a Committee of five (5) members, three (3) of which will be appointed by the President of the Organization and two (2) by the Superintendent.
 - 7.D.2.a. Each committee member shall be appointed for one (1) year and may be reappointed to each succeeding year.
 - 7.D.2.b. Vacancies on the Committee shall be filled before the next meeting.
 - 7.D.2.c. The entire membership of the Committee shall select one of their members to act as chairperson for the duration of the year.
 - 7.D.2.d. The Committee shall meet during the school year as needed. Special meetings may be called by the chairperson or at the request of the committee members. All members will be required to be present for any official action of the Committee.

- 7.D.2.e. The Committee shall prepare an annual report in conjunction with the Corporation Treasurer of days contributed by each employee, days used, and days accumulated in the Bank, and distribute this report to the President of the Organization and the Superintendent.
- 7.D.2.f. Requests for use of the Bank and request to donate days shall be made on the official forms provided by the Committee.
- 7.D.3. Criteria for Use of the Bank: The Committee shall use only the following criteria for recommending use of the Bank:
 - 7.D.3.a. Sick leave days given to the individual must be exhausted, prior to using sick bank days.
 - 7.D.3.b. Days granted from the sick bank will begin immediately after provision one (1) of this section has been met.
 - 7.D.3.c. The applicant must be a current participant in the Bank.
 - 7.D.3.d. Upon request, the applicant shall submit medical documentation and prognosis for return to work by the appointed or attending physician.
 - 7.D.3.e. Illness must be of a serious nature, seriousness will be determined by the Committee with the recommendation of the appointed or attending physician.
- 7.D.4. Eligibility for Use of the Bank:
 - 7.D.4.a. Any member of the bargaining unit is eligible to participate in the Bank.
 - 7.D.4.b. Any employee who is receiving disability payments or full compensation for the illness/disability shall not be eligible for Sick Leave Bank.
 - 7.D.4.c. Any employee who contributes or has contributed ten (10) or more days to the sick bank will be a life member.

7.D.5. Composition of the Bank:

- 7.D.5.a. The number of days contributed will continue to accumulate.
- 7.D.5.b. On or about October 1st the Organization shall distribute a form on which donations of any number of days to the Bank can be made by certificated employees.
- 7.D.5.c. A minimum of one (1) day contributed per year is required to participate in the Bank unless already a life member.
- 7.D.5.d. Sick leave days donated to the Bank by an employee are considered a permanent contribution to the Bank and are not transferable to another school corporation should the employee leave the Corporation.
- 7.D.5.e. The Committee may grant up to the number of days requested provided this request does not exceed one-half the total days in the Bank at the time the request is made.
 - 7.D.5.e.(1). At no time may an individual member of the Bank be granted more than a total of 180 days in any given three (3) year period.
 - 7.D.5.e.(2). If prior to October 1st the Bank falls below 50% of the highest figure contributed to date, the Committee shall solicit new contributions to the Bank.
 - 7.D.5.e.(3). At no time may Sick Bank days be used to extend the elimination period of the long-term disability policy.
- 7.D.6. Miscellaneous Provisions:
 - 7.D.6.a. The granting of days is subject to availability but shall never be less than one's current contribution.

- 7.D.6.b. In cases of emergency by mutual consent of the Employer and the Organization, any provisions of this agreement may be waived. The Committee shall determine the nature of the emergency.
- 7.D.6.c. Any costs other than administrative costs shall be borne by the employee. (These costs are limited to appointed physician's costs only.)
- 7.D.6.d. Application for the granting of Sick Bank days may be made by the personal representative in cases where the individual employee is unable to do so.
- 7.D.6.e. The total number of days contributed by any individual shall not be a determining factor in granting use of the Bank.
- 7.D.6.f. The Sick Bank Committee shall review each application and recommend that the Employer grant or deny it. The Committee may require that medical evidence be submitted by an applicant, and the Employer reserves the right to require independent evidence of medical status at employee costs. Employer has final decision making authority in regards to the granting of sick bank days.
- 7.D.6.g. Absence from work on a long-term basis is defined as the employee being absent from work for ten (10) or more consecutive school days. Sick Leave Bank days would be considered for use upon the 11th consecutive school day absence.
- 7.D.6.h. Chronic illness (one which results in non-consecutive or partial day absences) will be considered on an individual basis by the sick leave bank committee.

7.E. Job Related Injury Leave

- 7.E.1. Employees of the corporation are covered by Indiana Worker's compensation for onthe-job injuries. Compensation is provided under three (3) categories:
 - 7.E.1.a. Medical costs as a result of such an injury.
 - 7.E.1.b. Compensation for loss of, or permanent impairment of, a part of parts of the body.

- 7.E.1.c. Loss of employment due to such injuries in which case the Employee is covered by the corporation leave regulations and the Worker's Compensation Law.
- 7.E.2. There is a seven (7) day waiting period before such compensation payments are issued. Sick Leave used will be charged against the Employee's Sick Leave accumulation only for that part of the absence for which corporation funds are used to compensate the Employee. Days charged against Sick Leave shall be rounded off to the nearest half-day. In the event an Employee is absent due to an injury sustained on the school premises as a result of an unprovoked assault by a student or outsider, which is determined to be compensable under Worker's Compensation laws, the Employee will receive:
 - 7.E.2.a. Full salary for the first seven (7) school days of absence.
 - 7.E.2.b. The difference between the daily rate paid through worker's Compensation and the Employee's per diem for a period of sixty (60) school days including the first seven (7) days of absence.
 - 7.E.2.c. Absence for the sixty (60) school days described above will not be charged against an Employee's Sick Leave.
 - 7.E.2.d. The need for absence during any of the first seven (7) school days must be validated by the Worker's Compensation physician. In the event that Worker's Compensation is to be used, it shall be the responsibility of the employee to follow all of the established procedures for applying for Worker's compensations.
 - 7.E.2.e. Time for appearance before a judicial body or legal authority as a result of assault by a student or outsider will not result in loss of wages or in the reduction of any leave days of the Employee.

7.F. Bereavement Leave

7.F.1. In case of death within the immediate family, aunts, uncles, or one for whom the Employee is executor of the decedent's estate the employee shall be provided with a leave of five (5) workdays within 365 days of death for the grieving process or to settle affairs of the estate and receive full compensation for such leave. For the purposes of

bereavement leave, the definition of immediate family shall also include a miscarriage or stillbirth by the Employee or Employee's spouse or partner.

- 7.F.1.a. If more than one death in the immediate family should occur, five (5) workdays within the 365 days of death for the grieving process or to settle affairs of the estate and receive full compensation for such leave shall be granted for each.
- 7.F.1.b. Two days of leave shall be granted for funerals in case of death(s) of other family members or the spouse's family members without loss of compensation.
- 7.F.1.c. Two days shall be granted if the funeral is more than two hundred (200) miles away (one way).
- 7.F.1.d. Any day needed for the grieving process beyond the five workdays may be granted at the discretion of the Superintendent upon written request.
- 7.F.2. An employee may be granted one-half (1/2) day leave on the death of a student to attend the student's funeral.
- 7.F.3. An employee may be excused without loss of compensation to serve as a pallbearer.Two (2) days shall be granted if the funeral is more than two hundred (200) miles away (one way).

7.G. Professional Leave

- 7.G.1. Employees shall be granted up to two (2) days with pay, for the purpose of visiting other schools, attending meetings or professional development of an educational nature relating to that employee's teaching assignment. Such leave must be approved in advance, by the Superintendent. Additional days may be requested through the Principal and approved by the Superintendent.
- 7.G.2. The employer agrees to pay expenses incurred by the above-mentioned professional leaves, one hundred fifty (150) dollars per day room expense and forty (40) dollars per day meal expense. Employees shall be expected to request approval on the proper form. All claims must be accompanied by paid receipts and reimbursement shall not

exceed the amount of paid receipts. All claims will be submitted within forty (40) days after the leave.

- 7.G.3. When the employee is requested or assigned by the school corporation to attend a meeting, conference, etc., the employee shall receive room and meal expenses as any other school corporation employee would normally receive, and these days will not count against the limit.
- **7.H. Extended Professional Development:** The employer will consider requests for paid extended professional development as a means to develop/enhance the school's curriculum. This request will be in the form of a grant request to the Superintendent, with the final approval by the Employer.
- **7.I. Travel Difficulties:** In the event of an absence from travel difficulties between an employee's local place of residence and place of employment the Superintendent shall waive the salary deduction if the travel difficulties arise from floods, storms, or other weather conditions beyond the control of the employee and if the employee has made very reasonable effort to get to place of employment.
- 7.J. Association Business Leave: The employer will allow up to a total of six (6) days for Bargaining Unit business with salary deductions equal to the cost for substitutes for those days. The President of the Association or his/her designee(s) shall be permitted to use this provision. Additional days may be granted upon the approval of the superintendent. All requests must be made in advance through the Association Business Leave form. Leave may be taken in one half day units.

7.K. Court Leave

7.K.1. Any employee who is called for jury duty or who appears in court as the result of a subpoena as a third party witness shall receive full pay for each day absent. Any compensation received as a result of such absence shall be reimbursed to the corporation. If the court reimbursement is enough to cover both the employee pay and the substitute, which the school pays during the absence, then the corporation should be reimbursed. Such leave shall not be charged against personal business leave.

- 7.K.2. Any employee who appears in court as the result of a subpoena in which involves their personal business must first use all of their personal business days before the terms of the previous paragraph takes effect.
- **7.L.** Paid Parental Leave: When a child is born or adopted, a parent shall be granted five (5) days paid parental leave immediately after the birth or adoption or three (3) paid parental leave days within the ninety (90) day period after the birth or adoption. In reference to additional days of parental leave see Tri-County School Board Policy.

8. ARTICLE 8 – UNPAID LEAVE

- **8.A.** Leave Of Absence: When an employee completes five (5) years in the corporation he/she may request in writing, a one (1) year leave of absence. Extenuating circumstances for employees of less than five years will be considered. The leave, if granted will become \$1.00 paid leave. The only obligation of the employer is to place the employee in a position for which the employee is qualified.
- **8.B.** Maternity Leave: Maternity leave shall be governed by existing state statute. Use of paid accumulated sick leave for pregnancy or child birth will be granted for the period of incapacitation or disability as evidenced by documentation from a physician.
- **8.C.** Adoption Leave: The period following an adoption of a child shall be treated as post maternity period. The period following an adoption of a child shall be treated consistent with FMLA requirements.
- 8.D. Public Office Leave: If an employee is elected to public office, the Employee may be granted a leave of absence without pay for a period of time to ensure the Employee may serve the office to which he/she was elected. The employee shall request the leave in writing to the Superintendent.
- **8.E.** Family and Medical Leave: Days used under the Family and Medical Leave Act (FMLA) shall be in accordance with Tri-County School Board Policy.

- 8.F. Proration of Sick and Personal Leave for Employees on Unpaid Leave: For employees on an unpaid leave, the number of allotted sick and personal days shall be prorated using the calculation in Appendix D.
- **8.G. Military Leave:** Military leave and protections for employees who are absent due to military service shall be granted to any employee consistent with federal and state law. This includes paid leave, unpaid leave, preservation of pay while on military leave, extension of benefits, and leave before returning to work, as dictated by law and for qualifying leave. Employees must also properly notify the employer as required by law.
- **8.H.** Summer School Leave: When a summer school employee must be absent from work, the cost of the substitute Employee shall be paid by the employer and the regular classroom Employee shall not be paid.

9. ARTICLE 9 – SEVERANCE

9.A. Retirement Severance

- 9.A.1. Any Employee who chooses to retire shall have the following (Must meet Teacher Retirement Fund eligibility for retirement and 15 years in Tri-County School Corporation.)
 - 9.A.1.a. Upon retirement, an Employee shall receive three hundred (\$300) dollars times the number of years of service in Tri-County School Corporation and
 - 9.A.1.b. Employees shall have the opportunity to continue the health insurance coverage to age sixty-five (65) or age eligible for Medicare at the Employee's expense.
- **9.B.** Resigning Severance: Upon acquiring established status, a resigning Employee shall be paid fifty dollars (\$50) times the number of years' service in Tri-County School Corporation or its predecessors. This provision includes only those Employees hired prior to May 31, 1983.

9.C. Section 401(a) Annuity Plan

- 9.C.1. The employer will establish, maintain, and contribute to a Section 401(a) annuity plan on behalf of all Employees. The employer will make a one (1%) percent matching annuity contribution based upon the actual base salary of said Employee into the established Section 401(a) annuity plan.
 - 9.C.1.a. The value of the annuity towards any employer financial liability will be figured based upon a fixed zero percent (0%) growth factor. This figure will be based upon the hypothetical value as of December 31" of the year the Employee retires.
- 9.C.2. For the duration of this contract only, the employer shall contribute an additional one percent (1%) of the Employee's actual base salary to the Employee's annuity which shall not require an Employee match.
- 9.C.3. An Employee shall not be vested in the Board's Section 401(a) annuity contribution described above until such time as the Employee has completed five (5) years of service with the employer or has completed three (3) years of service and meets the Indiana Public Retirement System's retirement requirements.
- 9.C.4. An Employee's contribution can go into any annuity recognized by Tri-County School Corporation with input by the corporation-wide investment committee. The committee will meet at least annually and will consist of one (1) Board member representative, two (2) Employee representative, two (2) support staff representatives, one (1) administrative representative and the Superintendent.
- 9.C.5. The value of the annuity towards any Employer financial liability will be figured based upon a fixed zero percent (0%) growth factor. This figure will be based upon the hypothetical value as of December 31st of the year the Employee retires.
- **9.D.** Sick and Personal Days: An Employee may elect to donate the Employee's accumulated sick and personal leave to the sick leave bank upon retirement.

10. ARTICLE 10 – GRIEVANCE PROCEDURES

- 10.A. Definition: Grievance is defined as a claim by an Employee or group of Employees that there has been a violation, misinterpretation or misapplication of any provision of this contract. If more than one Employee claims that a grievance exists, a single grievance will be filed on behalf of all such Employees making the claim.
- **10.B. Representation:** At any time in the described grievance procedure, the grievant may be accompanied and/or assisted by an Association Representative.
- **10.C.** Filing of Documents: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- **10.D. Time Limits:** The time limits provided in this Article shall be strictly observed but may be extended by a written contract between the parties. In the event a grievance is filed after May 15 of any school year, the corporation shall cooperate in processing such grievance prior to the end of the school year.

10.E. Procedures

10.E.1. Step One:

10.E.1.a. Within ten (10) school days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance to the building principal. Within five (5) school days after presentation of the grievance, the building principal shall orally answer the grievant.

10.E.2. Step Two:

- 10.E.2.a. Within five (5) school days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the building principal on the form provided by the employer (see Appendix C).
- 10.E.2.b. The grievance shall, 1) name the Employee involved, 2) state the facts giving rise to the grievance, 3) identify the specific provisions of this Contract alleged to be

violated, 4) state the contention of the grievant with respect to the grievance, and 5) indicate the specific relief requested.

10.E.2.c. Within five (5) school days of receipt of the grievance, the principal shall meet with the grievant in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting. If not responded to writing the grievance is deemed denied and the grievant may advance the grievance to step 3 on the 6th days after such meeting.

10.E.3. Step Three:

- 10.E.3.a. If the grievance is not resolved in Step Two, the grievant may, within five (5) school days of receipt of the principal's answer, appeal to the Superintendent by filing the grievance and the principal's answer, along with any written response of the grievant to answer of the principal, with the office of the Superintendent, which shall receipt therefore.
- 10.E.3.b. Within seven (7) business days, the superintendent or his/her designee shall meet with the grievant, and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting.

10.E.4. Step Four:

- 10.E.4.a. Within ten (10) business days after receiving the decision of the superintendent, a request for an appeal from the decision may be made to the employer through the employer secretary. The Employer shall hold a hearing on the grievance at regular or special meeting within thirty (30) calendar days and render its decision in writing to the grievant within thirty (30) calendar days of the hearing.
- 10.E.4.b. The Employer may not consider any material, allegation, or remedy that was not presented in Step Three.
- 10.E.4.c. If the grievance is not satisfactorily resolved in Step Four, the Organization may within ninety (90) calendar days of receipt of the Employer's decision, appeal to a

court jurisdiction. Failure of the Organization to file such an appeal within ninety (90) calendar days shall result in waiver of the grievance and any appeal thereof.

11. ARTICLE 11 – EFFECT OF AGREEMENT

- 11.A. Waivers: The parties agree that all bargainable items have been presented during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement unless by mutual agreement. Any extension of this agreement or amendment, following the limited Memorandum of Understanding rules, thereof shall be attached to this agreement and be dated and executed by the parties.
- **11.B. Illegal:** Should any Article, Section, or Clause of this contract be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this contract to the extent that it violated the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Contract, if not affected by the deleted Article, Section or Clause.
- 11.C. Supersede: This contract shall supersede any rules, regulations, or practices of the employer which shall be contrary to or inconsistent with terms contained in this contract. The provisions of this contract shall be incorporated into and be considered part of the established policies of the employer.
- **11.D. Individual Contract:** Any individual Contract between the employer and any individual Employee shall be expressly subject to the terms and conditions of this contract or successor Contracts.

12. ARTICLE 12 – CONTRACT TERMS

12.A. Effective Dates: This contract shall be effective as of July 1, 2023 and shall continue in effect through June 30, 2023. This Contract shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

12.B. Date of Ratification: This contract is made and entered into at Wolcott, Indiana, on this November 13 of 2023 by and between the Board of School Trustees of the Tri-County School Corporation of White, State of Indiana, party of the first part heretofore referred to as the "Employer", and the Tri-County Classroom Teachers Organization, heretofore referred to as the Organization".

12.C. Public Meetings

- 12.C.1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on August 14, 2023 and electronic participation from the parties and/or public was not permitted; and
- 12.C.2. A public meeting in compliance with I.C. § 20–29–6–19 was held on November 13, 2023 (date), to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

12.D. Negotiation Team Members

- 12.D.1. Employer: Patrick Culp, Spencer Geib, Robert Gerber, Dr. Brandi Schemerhorn
- 12.D.2. Organization: Judy Buschman, Travis Scherer, Andrea Stevens, Amanda Tieke

12.E. Party Signatures

Employer's Negotiator

President, Tri-County Classroom Teachers Organization President, Tri-County School Board

APPENDIX A

SALARY SCHEDULE

Experience for Initial Placement for Transition to Salary Schedule & New Hires	Row	Bachelor's Degree Index	Bachelor's Degree Salary	Master's Degree or BS+30Index	Master's Degree or BS+30 Salary	MS+30 or BS+60 Index	MS+30 or BS+60 Salary
0	А	1.000	\$44,000	1.025	\$45,100	1.0500	\$46,200
1	В	1.025	\$45,100	1.050	\$46,200	1.0750	\$47,300
2	С	1.050	\$46,200	1.075	\$47,300	1.1000	\$48,400
3	D	1.075	\$47,300	1.100	\$48,400	1.1250	\$49,500
4	E	1.100	\$48,400	1.125	\$49 <i>,</i> 500	1.1500	\$50,600
5	F	1.125	\$49,500	1.150	\$50 <i>,</i> 600	1.1750	\$51,700
6	G	1.150	\$50 <i>,</i> 600	1.175	\$51,700	1.2000	\$52,800
7	н	1.175	\$51,700	1.200	\$52 <i>,</i> 800	1.2250	\$53,900
8	Ι	1.200	\$52 <i>,</i> 800	1.225	\$53 <i>,</i> 900	1.2500	\$55 <i>,</i> 000
9	J	1.225	\$53 <i>,</i> 900	1.250	\$55 <i>,</i> 000	1.2750	\$56,100
10	К	1.250	\$55 <i>,</i> 000	1.275	\$56 <i>,</i> 100	1.3000	\$57,200
11	L	1.275	\$56,100	1.300	\$57 <i>,</i> 200	1.3250	\$58,300
12	М	1.300	\$57 <i>,</i> 200	1.325	\$58 <i>,</i> 300	1.3500	\$59,400
13	N	1.325	\$58 <i>,</i> 300	1.350	\$59 <i>,</i> 400	1.3750	\$60,500
14	0	1.350	\$59 <i>,</i> 400	1.375	\$60,500	1.4000	\$61,600
15	Р	1.375	\$60,500	1.400	\$61,600	1.4250	\$62,700
16	Q	1.400	\$61,600	1.425	\$62,700	1.4500	\$63,800
17	R	1.425	\$62,700	1.450	\$63,800	1.4750	\$64,900
18	S	1.450	\$63,800	1.475	\$64,900	1.5000	\$66,000
19	Т	1.475	\$64,900	1.500	\$66,000	1.5250	\$67,100
20	U	1.500	\$66,000	1.525	\$67,100	1.5500	\$68,200

APPENDIX B

EXTRA-CURRICULAR SALARY SCHEDULE

*The number of positions listed was not bargained and is for informational purposes only.

An individual may not be paid for more than one position if multiple positions are listed for a specific ECA.

An Employee who requests for an ECA position to be shared with another Employee may submit their request to the Superintendent for consideration. Any granted request will only be applicable for the school year in which it was granted. The employer shall maintain a list of shared positions for each school year. The stipend for all shared positions shall be divided equally.

Club/Organization/Activity/Sport	# of Positions*	2023-2024 / 2024-2025
Academic Contest Sponsors/Coaches		
Academic Super Bowl - HS	1	591/609
Academic Super Bowl – JrHS	1	591/609
Academic Super Bowl – TCI	1	591/609
Math Competitions Coach - HS	1	591/609
Science Bowl - TCI	1	591/609
Writing Competition Coach – HS	1	591/609
Art Club Jr/SrHS	1	591/609
Audio Visual Club Sponsor	1	753/776
Backpack Program Coordinator	1	2140/2204
Band Director	1	3102/3195
Band Auxiliary Sponsor	1	1503/1548
Battle of the Books – Jr/SHS	2	591/609
Battle of the Books – TCI	3	591/609
BPA Advisor	1	2265/2333
BPA Assistant	1	1503/1548
Cavalier Couriers Sponsor	1	591/609
Cheerleaders and Pep Block HS	1	2519/2595
Cheerleaders and Pep Block - Freshmen	1	862/888
Cheerleaders and Pep Block – JrHS	1	1503/1548

Choral Director	1	1890/1946
Show Choir	1	591/609
Class Sponsor –Seniors	1	591/609
Class sponsors – Juniors	2	1131/1165
Culinary Catering	1	2140/2204
Department Chairmen – Jr/SrHS		575/592
Business	1	575/592
CTE	1	575/592
Fine Arts	1	575/592
Jr. High Team	1	575/592
Language Arts	1	575/592
Math	1	575/592
Science	1	575/592
Social Studies	1	575/592
Special Education	1	575/592
Drama Director	1	1714/1765
Art Supervisor Drama	1	1503/1548
Assistant Drama Director	1	1503/1548
Elementary Club(s) (At principal's discretion)	6	591/609
FFA Advisor	2	2265/2333
Foreign Language Club Sponsor – Spanish	1	1503/1548
Foreign Language Club Sponsor Without a Trip Abroad – Spanish	1	591/609
Garden Club – TCI	1	591/609
Light & Sound Director	1	1503/1548
Musical Director	1	1714/1765
Assistant Musical Director	1	1503/1548
Art Supervisor – Musical	1	1503/1548
National Honor Society HS	1	1890/1947
National Honor Society JrHS	1	591/609
Student Publication (Not Yearbook)	1	965/994
Robotics - JrHS	3	591/609

Robotics – Elementary	3	591/609
RTI Teacher Leader – TCP	1	591/609
RTI Teacher Leader – TCI	1	591/609
SADD Sponsor	1	1131/1165
School Improvement Teams		
ТСР	4	575/592
ТСІ	4	575/592
Jr/SrHS	8	575/592
Science Club Sponsor	1	753/776
Spellbowl - TCI	1	591/609
STEM Club - TCI	1	591/609
Student Council Sponsor – HS	1	1890/1947
Student Council Sponsor – JrHS	1	927/955
Student Council Sponsor – TCI	2	927/955
Sunshine Society Sponsor	2	591/609
Teacher Mentor	1:1 per teachers in 1 st & 2 nd years in profession	681/701
Yearbook Sponsor	1	2265/2333
Boys		
Basketball Varsity	1	6858/7064
Assistant Varsity	1	3403/3505
Assistant Varsity/Freshmen	1	3403/3505
7 th and 8 th Grade	2	1890/1947
6 th Grade	1	1131/1165
Elementary Skills Practice	1	903/930
Baseball Varsity	1	3403/3505
Assistant Varsity	1	2053/2115
Football Varsity	1	6858/7064
Assistant Varsity	2	3403/3505
Assistant Varsity Freshmen	1	3403/3505
7 th and 8 th Grade	2	1890/1947

	T T	
3 rd , 4 th , 5 th , and 6 th Grade	2	1131/1165
Golf Varsity	1	2244/2311
Track Varsity	1	3403/3505
Assistant Varsity	1	1890/1947
6 th , 7 th and 8 th Grade	2	1503/1548
Wrestling Varsity	1	3473/3577
Assistant Varsity	1	2083/2145
5 th , 6 th , 7 th , & 8 th Grade	2	1737/1789
Girls		
Basketball Varsity	1	6858/7064
Assistant Varsity	1	3403/3505
7 th and 8 th Grade	2	1890/1947
6 th Grade	1	1131/1165
Elementary Skills Practice	1	903/930
Golf Varsity	1	2244/2311
Softball Varsity	1	3403/3505
Assistant Varsity	1	2053/2115
Track Varsity	1	3403/3505
Assistant Varsity	1	1890/1947
6 th , 7 th , and 8 th grade	1	1503/1548
Volleyball Varsity	1	3403/3505
Assistant Varsity	1	1890/1947
Assistant Volleyball Freshmen	1	1434/1477
7 th and 8 th Grade	2	1271/1309
Elementary Volleyball	1	1131/1165
CO-ED		
Cross Country (If one team of Boys and Girls)	1	2579/2656
Cross County (If two teams of Boys and Girls)	1	3870/3986
6 th , 7 th & 8 th Grade (co-ed team)	1	1131/1165
Summer Baseball and Softball Coordinator	1	1600/1648
Weight Room Supervisor	1	1131/1165

APPENDIX C

Grievance Form Tri-County School Corporation

Date Filed: _____

Name of Employee(s) seeking relief:

Name of other Employee(s) involved, if any:

Identification of specific provision(s) of agreement violated or misinterpreted:

Statement of facts giving rise to the grievance and contention of the grievant with respect to the grievance:

Specific relief requested:_____

Signature(s) of Employee(s) seeking relief

APPENDIX D

Accounting Formulas

*The information contained in this appendix is for informational purposes only.

- 1. Extended Contracts
 - a. Employee Total Contract Salary

Employee Salary ÷ 183 days X Total contracted days = Employee Total Contract Salary

- 2. Wage Payment
 - a. Back Pay

Annual Salary Pay ÷ 26 X Number of Pays Issued to Date – Amount of Pay Received = Back Pay

b. Back Pay Reduced or Extended Contracts

Amount of Raise X Number of Specific Employee's Contractual Days X Number of Paychecks Issued to Date \div 26 \div 183 = Back Pay

c. Increase in Paycheck

(Amount of Raise – Back Pay) ÷ Number of Remaining Paychecks = Increase in Paycheck

d. Increase in Paycheck Reduced or Extended Contracts

((Amount of Raise X Number of Specific Employee's Contractual Days ÷ 183) – Back Pay) ÷ Number of Remaining Paychecks = Increase in Paycheck

3. Proration of Sick & Personal Leave for Employees on an Unpaid Leave

Number of Allotted Days = Number of Days Listed in Contractual Language x Number of Days Not on Unpaid Leave ÷ 183