

# MASTER CONTRACT

BETWEEN THE

DALEVILLE FEDERATION OF TEACHERS LOCAL 3475  
AMERICAN FEDERATION OF TEACHERS

AND THE

BOARD OF SCHOOL TRUSTEES  
DALEVILLE COMMUNITY SCHOOLS

JULY 1, 2016 – JUNE 30, 2017

Approved by  
School Board Action on  
September 26, 2016

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PREAMBLE

This contract is made and entered into by and between the Board of School Trustees, Daleville Community Schools, Daleville, Indiana, hereinafter called "Board" and the Daleville Federation of Teachers, Local 3475 AFT, AFL-CIO, hereinafter called the "Federation."

## ARTICLE I – RECOGNITION

The Board hereby recognizes the Federation as the exclusive and sole bargaining agent for all full-time certified personnel in Daleville Community Schools with the exception of: Superintendent, Assistant Superintendent, Principals, Assistant Principals, full-time directors, supervisors, substitute teachers, or those personnel excluded by Indiana Code 20-29.

## ARTICLE II – DEFINITIONS

- A. The term “teacher” when used in this contract shall refer to all certified personnel employed by the Board except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, full-time directors, supervisors, and substitute teachers or those personnel excluded by Indiana Code 20-29.
- B. The term “Board” when used in this contract shall refer to the governing body of the school and any person(s) authorized to act for the governing body in dealing with its employees.
- C. When references are made to male teachers in this contract, those references also include female teachers.
- D. The term “Federation” when used in this contract shall refer to the Daleville Federation of Teachers, Local 3475 AFT, AFL-CIO.
- E. The term “School” shall refer to Daleville Community Schools, Daleville, Indiana.

### ARTICLE III – FAIR PRACTICE

- A. The terms and conditions of this contract shall remain in effect for the duration of this contract, and can be amended only by mutual written consent of both parties.
- B. The provisions of this contract shall supersede any and all rules, regulations, or practices of the Board that are contrary to or inconsistent with the terms recorded herein. Any individual contract between the Board and a teacher shall be consistent with the terms and conditions of this contract. If any individual contract made subsequent to this agreement contains any language inconsistent with this agreement, the language of this agreement shall prevail.
- C. The provisions of this contract shall be applied equally to all teachers employed by the Board without discrimination as to age, gender, marital status, race, color, creed, religion, national origin, political affiliation or union membership and its associated activities.
- D. The provisions of this agreement shall be applied in a manner which is not arbitrary, capricious, or unlawfully discriminatory.

#### ARTICLE IV – BOARD RIGHTS

The Board shall have the responsibility and authority to manage and direct on behalf of the public the operations and activities of the school corporation to the full extent authorized by law. Such responsibility and activity shall include but not be limited to the right of the school employer to:

- A. Direct the work of its employees;
- B. Establish policy;
- C. Hire, promote, demote, transfer, assign, and retain employees;
- D. Suspend or discharge its employees in accordance with applicable law;
- E. Maintain the efficiency of facilities and resources for quality school operations;
- F. Relieve its employees from duties because of lack of work or other legitimate reason;
- G. Take actions necessary to carry out the mission of the public school as provided by law.

## ARTICLE V – FEDERATION RIGHTS

- A. The Board agrees to deduct Federation membership dues from salaries of those teachers who have authorized such deductions. Forms for such authorization shall be provided by the Federation and shall be submitted to the Superintendent's office by the 15th day of October each year. Such authorization shall continue in effect from year to year unless revoked in writing. Deductions shall commence with the first payroll of November and continue for ten (10) consecutive payrolls. The Board shall forward the proceeds of the deductions to the Treasurer of the Federation at the end of each month.
- B. The President of the Federation or his designee, shall, during his lunch or planning period, be allowed to visit school buildings other than his assigned building, to investigate teacher complaints, problems, or for other business relating to Federation affairs. Upon arrival of the president or his designee, he shall notify the principal or office staff in the event of the principal's absence and make a notation in the office log of arrival and departure times. Instruction time will not be interrupted.

## ARTICLE VI – COMPENSATION CONDITIONS

- A. Teachers shall be paid in twenty-six (26) equal pays, paid on every second Friday of each contract year. Any teacher will be paid as soon as possible but no later than the last payroll date in June all money due him, provided that the teacher submit written notice to the Superintendent's office no later than April 1<sup>st</sup> of his desire to be so paid otherwise, the teacher will receive his pay on a bi-weekly schedule. Teachers will have a choice at the beginning of each contract year to receive printed checks on Friday pay dates or to receive their pay through direct deposit to their bank accounts. In the case that a Friday pay date falls on a Christmas Eve, Christmas Day, or New Year's Day pay checks will be made available to those electing printed checks on the day before in the superintendent's office.

## ARTICLE VII – LEAVES OF ABSENCE

### A. General Provisions for Leaves

1. Teachers should give notice of intention to be absent prior to the date of any absence. When the cause of the absence does not make it possible to make advance notice, said notice shall be made before the start of the school day of the absence.
2. Any teacher returning from approved leave of absence shall retain full credit for all years of teaching service credited before the leave.
3. Sick leave days accumulated by a teacher prior to leave of absence shall be credited to the teacher upon return.
4. A teacher may be absent for not more than one (1) day in each incidence, to attend the funeral of a close friend or relative, or to serve as pallbearer, without loss of pay.
5. When requested, a teacher may serve on jury duty. The Board shall pay the teacher his full salary provided that the teacher agrees to return to the Board all per diem pay for jury duty service. Travel expenses are not considered to be a part of per diem.
6. In the event a teacher is subpoenaed to appear as a witness in a school related court case during any school day, the Board shall pay the teacher his full salary provided that the teacher agrees to return to the Board all per diem pay received as a witness fee. Travel expenses are not considered to be a part of per diem. However, such paid court leave may be denied by the Board if the teacher is:
  - a. Involved as a party in a suit against the school corporation.
  - b. Called as a witness against the school corporation in a labor dispute.
  - c. Called as a witness in any employment dispute against the school corporation.
  - d. Called as a witness in any suit brought against the school corporation by the teacher's immediate family as defined in Article VI, Section B-3a.

### B. Paid Leaves of Absence

1. Sick Leave
  - a. Each teacher employed in Daleville Community Schools will be credited on the first day of employment with ten (10) days of sick leave the first year and ten (10) days per year thereafter. The unused portions of such sick leave shall be accumulated from year to year to a maximum of one hundred seventy (170) days.
  - b. Sick leave days may be used by the teacher for any of the following reasons:
    - i. Personal illness or quarantine of the teacher, illness of the teacher's spouse, children, parents, spouse's parents, or a person domiciled in the home of the teacher.
    - ii. Consultation with or examination by a doctor, dentist, optometrist.

- c. An accounting of each teacher's accumulated sick leave days shall be made on payroll checks.
- d. Sick Day Bank
  - i. A voluntary teacher sick day bank will be established. A teacher must contribute two (2) sick days to become a member and one (1) sick day each year thereafter to continue membership. In order to qualify for membership in the sick day bank, a teacher wishing to participate shall notify the designee of the Board in writing of his/her intention to participate on or before the 15th day of October. Such authorization shall remain in force until the teacher withdraws from the program in writing.  
Upon exhaustion of accrued sick days, any member may borrow additional sick days up to the limits allowed by the attached schedule:
    1. 1 – 5 years participation in sick day bank – 15 days
    2. 6 – 8 years participation in sick day bank – 20 days
    3. 9 – 12 years participation in sick day bank – 25 days
    4. 13 – 16 years participation in sick day bank – 30 days
    5. 17 – 20 years participation in sick day bank – 35 days
    6. Over 20 years participation in sick day bank – 40 days

The days from the schedule above may be used for illness upon presentation of sufficient medical evidence to the sick day bank committee hereunder provided. Years of participation in the sick day bank in the schedule above is defined as the number of years that the member has contributed days to the bank.

It is understood that the total number of sick days that may be borrowed from the sick day bank covers the entire teaching career of the member and is specifically not for each separate illness.

Upon resumption of employment, said teacher will repay sick days owed (number of days borrowed minus number of days contributed), at the rate of two (2) days per year. Said teacher must also continue to contribute one (1) sick day each year to remain a member of the sick day bank.

If a member retires before his/her debt is repaid, the remainder of the debt will be waived.

If all the sick days in the bank are exhausted, each member will be assessed a number of sick days necessary to keep the sick day bank operating. The sick day bank committee hereunder provided will determine this number of days.

A sick day bank committee consisting of three (3) teachers appointed by the Federation president and one (1) administrator will be established. The sick day bank committee will review all applicants desiring to borrow sick days from the

bank. The decision of the sick day bank committee will be final. The administration shall provide each new teacher with a sick day bank application.

A member of the bargaining unit who is on leave shall have the sick day contribution deducted. The only exception would be if a teacher would terminate employment or would not have enough days with which to deduct the contribution. Example: If a teacher who has taught eight (8) years and started the ninth (9th) with a donation to the sick day bank then the years counted on the schedule will be nine (9).

If a member of the bargaining unit takes a job outside the bargaining unit and is not eligible for Federation membership, he/she no longer can remain a member of the sick day bank.

But if the individual returns to the bargaining unit, then he/she shall be allowed to return under his/her previous conditions.

- e. The first year of employment in this district, a credit of up to ten (10) sick leave days will be given for verified accumulated sick leave brought from the last previous school corporation. After the first year of employment in this district, a credit of three (3) sick leave days will be given for accumulated sick leave brought from the last previous school corporation, until all such days are transferred.

## 2. Personal Leave

- a. Each teacher shall be credited with three (3) personal business leave days at the beginning of each contract year. The unused portions of such personal business leave shall be accumulated from year to year to a maximum of five (5) days. Any unused personal business leave days beyond the five allowed to accumulate will be added to the teacher's accumulation of sick leave. The teacher's reason for taking personal leave shall be in compliance with the state law and Attorney General's opinion.
- b. The Federation and the Board agree that, although the use of personal days is totally at the discretion of the teacher, these days should not be used to extend holidays, weekends, or vacations.

## 3. Bereavement Days

- a. Each teacher shall be entitled to five (5) school days for bereavement in each incidence of a death in the immediate family. Immediate family shall mean parents, legal guardians, grandparents, children, grandchildren, brother, sister, husband, wife, the same relationship by marriage, or a person domiciled in the house of the teacher.

## 4. Federation Business Day

- a. The president of the Federation or his designee shall be entitled to two (2) days each school year for Federation business. Unused Federation business days will not be added to the teacher's accumulation of sick leave.

## 5. Professional Development Day

- a. Any teacher, if he so desires, shall be released from teaching one (1) day each year for the purpose of visiting other schools, attending workshops or attending educational conferences directly related to professional practices or instructional improvement. The teacher shall submit a written request to the principal at least two (2) weeks prior to the leave, if possible.
  - i. The teacher shall be paid his regular salary for this day.
  - ii. Additional days for the same purpose may be granted upon written request to the principal, subject to the approval of the Board at its discretion.
  - iii. Registration fees, lodging and travel expenses may be paid upon written request of the teacher, subject to the approval of the Board at its discretion.
  - iv. Such request shall be filed with the principal at least two (2) weeks prior to the leave day(s), if possible.
  - v. The Superintendent shall give the teacher written notification of the approval or denial of the payment of expenses and/or additional days. Such notification shall be within a reasonable time, generally five (5) days or less.
  - vi. Upon return, the teacher will file a brief written report with the principal stating: the activity attended, the date and place of the activity, and comments and an evaluation of the activity by the teacher.

6. Adoption or Foster Leave

- a. A teacher who is in the process of legally adopting or fostering a child of any age shall be granted up to ten (10) days of leave in any one school year, without loss of compensation. Such leave must be taken in no more than three (3) increments, and can occur no more than once per child adopted or fostered. Request for this leave should be submitted to the school principal in advance if possible.

7. Assault Leave

- a. Absence of a faculty member due to an injury and/or disability resulting from an assault in the execution of his/her position shall not be charged against the faculty member's personal illness leave. During the period of absence, the faculty member's salary and benefits shall continue, subject to the following limitations.
  - i. The days for which salary benefits shall continue under this Assault Leave shall be limited to the number of days of personal illness days accumulated by the faculty member as of the first day of the absence due to injury and/or disability resulting from the assault.
  - ii. If Worker's Compensation benefits are paid to the faculty member, the faculty member shall return the benefits to Daleville Community Schools.
  - iii. A physician must certify that the faculty member is unable to

perform their duties for the length of the leave as a result of the injury and/or disability sustained from the assault.

A. Unpaid Leaves of Absence

1. Sabbatical Leave

- a. A member of the teaching staff with six (6) or more years teaching experience in Daleville Community Schools may be granted a sabbatical.
  - i. A sabbatical leave may be granted for one (1) full year.
  - ii. Prior to the granting of a sabbatical leave, the teacher shall present to the Board for approval a written proposal regarding such leave.

2. Leave of Absence

- a. The Board may grant to a teacher, upon application, a leave of absence without pay for one (1) year.

3. Pregnancy Leave

- a. A teacher who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by the pregnancy shall be governed by the following:
  - i. Any teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child if she notifies the superintendent at least thirty (30) days before the date on which she wishes to start her leave. She shall notify the superintendent of the expected length of this leave including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately on her request and the certification of the emergency from an attending physician.
  - ii. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the regular teaching duties. The teacher is entitled to complete the remaining leave without pay.
  - iii. The Board shall have the right to request from the teacher's doctor a certification of the teacher's ability to perform regular teaching duties.

4. Adoptive Leave

- a. Adoptive leave for up to one (1) school year shall be granted upon notification to the Superintendent of intent and length of the leave.

ARTICLE VIII – COMPENSATION

A. Salary

1. The parties agree to use the compensation plan defined in Appendix A for the 2016-2017 school year. In addition, the Board agrees to pay the teacher's three percent (3%) contribution to the Indiana Teacher's Retirement Fund.
2. All experience recognized must be verified by previous employers before recognition on the compensation plan. It is the employee's responsibility to furnish such verification from their previous employer before it will be recognized on the compensation plan. Any pay increase due will be effective on the date that the written verification is furnished to the superintendent's office, but will not be in effect for time worked before that date.

Any teacher newly employed with Daleville Community Schools will be placed on the New Hire Schedule in Appendix B according to recognized teaching experience as a licensed teacher.

- a. It is understood by the parties that the intent of this language is to hire experienced and qualified teachers in an effort to have a good distribution of teaching experience within the teaching staff.
  - b. In order to meet academic needs of students, a one-time stipend of up to \$5,000.00, to be applied to the teacher's contract salary for that particular school year, may be given to a teacher hired from outside of the school district. The Administration has the opportunity to give this stipend in the following areas: Chemistry, Physics, Foreign Language, Calculus, Junior-Senior High School English, Advanced Placement and Dual Credit Courses. Offering this stipend in other unique circumstances will be by the joint agreement of the Administration and the President of the Federation.
3. The minimum amount of service, to be counted as one year of creditable experience, shall be the equivalent of one hundred twenty (120) days acquired during the regular school term. A half-year shall be noted for service equivalent to sixty (60) days or more, but less than one hundred twenty (120), acquired during the regular school term. Two half-years of service may be combined not to exceed one year. Only one opportunity for the combining of partial years of experience shall be allowed.
  4. The Board of School Trustees recognizes and accepts military service for teaching experience, as provided in 511 IAC 1-5-4.

B. Extra-Curricular Pay

1. The parties agree that the extra-curricular pay schedules to be affected by this contract are accurately reflected in Appendix B.
2. Compensation shall be paid on the first payroll written after receipt of the claim in the Superintendent's office or divided equally among the teacher's pays. The teacher shall designate the option of payment on opening day on a form provided by the Administration. A reminder to file claims shall be provided prior to the conclusion of the extra-curricular activity.
3. A teacher unable to fulfill extra-curricular duties that they have begun to be paid for through the process designated in #2 above, will have their individual

teacher contract and supplemental contract amended withdrawing that stipend, adjusting pay across the remaining pay dates in the school year.

C. Compensation for Duties Assigned Beyond Regular Work Hours

1. Teachers shall be compensated at their hourly rate for assigned homebound or summer school instruction.
2. Teachers asked by administration to fulfill a substitute teaching role during their assigned preparation time and who agree to complete their missed preparation time after regular school hours within the next week, shall receive compensation at their hourly rate for the preparation time once completed.
3. To receive compensation for duties in section C, teachers shall submit a payroll claim form to the building office staff within five (5) school days after completing the assigned duty, to be submitted in the next payroll packet.

D. Insurance

1. The Board may change insurance carriers only after consultation with the Federation.
  - a. If any change in carrier results in a lower premium than would have occurred by keeping the same carrier, then the Board's contribution shall not be reduced as a result of the change in carrier.
  - b. If any change in carrier results in a higher premium than would have occurred by keeping the same carrier, then the change is subject to mutual agreement of the Board and Federation.
  - c. Eligibility for all corporation provided insurance shall be in accordance with the minimum required number of hours of employment per work week as mandated by the group plans of each particular insurance carrier, as well as any other definition of eligibility as prescribed by the insurance carrier's policy.
2. There shall be no change in the benefit plan or the deductible amounts from those presently in effect without mutual agreement of the Board and Federation, unless the East Central Indiana Insurance Trust mandates the changes.
3. Eligibility for all corporation provided insurance shall be in accordance with required number of hours of employment per work week as mandated by the group plans of each particular insurance carrier, as well as any other definition of eligibility as prescribed by the insurance policy.
4. Life Insurance
  - a. The Board shall purchase for the teachers a group life insurance protection plan that shall have a face value of thirty thousand dollars (\$30,000.00) payable to the designated beneficiary upon claim to the insurance company. The Board shall pay all premiums, less one dollar (\$1.00), which shall be paid by the teacher.
5. Long Term Disability Insurance
  - a. The Board agrees to pay the total premium less one dollar (\$1.00) toward the cost of Long Term Disability for any individual teacher who

chooses to be covered.

6. Health Insurance

Through December 31, 2016

- a. The Board agrees to pay a maximum of five thousand, four hundred dollars (\$5,400.00) toward the cost of medical insurance premiums for a teacher who chooses to be covered by the school-sponsored \$500 deductible individual employee plan, and a maximum of four thousand, one hundred dollars (\$4,100.00) toward the cost of medical insurance premiums for a teacher who chooses to be covered by the school-sponsored \$1,500 deductible individual employee plan, the school-sponsored HSA \$3,000 deductible individual employee plan, or the school-sponsored HSA \$5,000 deductible individual employee plan. The employee shall share in any health premium by paying at least one dollar (\$1.00).
- b. The Board agrees to pay a maximum of thirteen thousand, eight hundred dollars (\$13,800.00) toward the cost of medical insurance premiums for a teacher who chooses to be covered by the school sponsored \$500/\$1,000 deductible family employee plan, and a maximum of ten thousand, six hundred dollars (\$10,600.00) toward the cost of medical insurance premiums for a teacher who chooses to be covered by the school sponsored \$1,500 deductible family employee plan, the school sponsored HSA \$3,000/\$6,000 deductible family employee plan, or the school sponsored HSA \$5,000/\$10,000 deductible family employee plan. The employee shall share in any health premium by paying at least one dollar (\$1.00).

Beginning January 1, 2017

- c. The Board agrees to pay a maximum of six thousand, five hundred dollars (\$6,500.00) toward the cost of medical insurance premiums for a teacher who chooses to be covered by the school-sponsored \$500 deductible individual employee plan, and a maximum of five thousand, two hundred dollars (\$5,200.00) toward the cost of medical insurance premiums for a teacher who chooses to be covered by the school-sponsored \$1,500/\$3,000 deductible individual employee plan, the school-sponsored HSA \$3,000/\$6,000 deductible individual employee plan, or the school-sponsored HSA \$5,000/\$10,000 deductible individual employee plan. The employee shall share in any health premium by paying at least one dollar (\$1.00).
- d. The Board agrees to pay a maximum of sixteen thousand dollars (\$16,000.00) toward the cost of medical insurance premiums for a teacher who chooses to be covered by the school sponsored \$500 deductible family employee plan, and a maximum of thirteen thousand, one hundred dollars (\$13,100.00) toward the cost of medical insurance premiums for a teacher who chooses to be covered by the school sponsored \$1,500/\$3,000 deductible family employee plan, the school sponsored HSA \$3,000/\$6000 deductible family employee plan, or the school sponsored HSA \$5,000/\$10,000 deductible family employee

plan. The employee shall share in any health premium by paying at least one dollar (\$1.00).

## ARTICLE IX – GRIEVANCE PROCEDURE

### A. Definitions

1. A “grievance” is a claim by one (1) or more teachers and/or the Federation of a violation, a misapplication, or a misinterpretation of this contract.
2. The term “day” when used in this article shall mean teacher contract days, except where otherwise indicated.

### B. Purpose

1. The purpose of this grievance procedure is to settle equitably at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violation, misapplication, or misinterpretation of the provisions of this contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

### C. Procedure

1. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent in writing by authorized representatives of each party.
2. Informal level
  - a. In the event that a teacher believes there is a basis for a grievance he will discuss the alleged violation with his building principal within twenty (20) calendar days following the act or condition which is the basis of the grievance in one (1) of the following ways:
    - i. He may approach the principal concerned and discuss the matter on his own behalf.
    - ii. He may request that a representative of the Federation accompany him when approaching his principal. In such cases, the principal shall not initiate any consultation pertaining to the alleged grievance with the grievant prior to any scheduled meeting at which the representative is to be present.
3. Level One
  - a. If within five (5) days after the informal level discussion, a grievance still exists, the teacher may file a formal grievance in writing on the appropriate form (Appendix D), specifying the section of the contract which he alleges is violated; the events, details, and conditions surrounding the alleged violation, misapplication, or misinterpretation and the remedy sought. This form shall be filed in quadruplicate with one (1) copy to the grievant, one (1) copy to the principal, one (1) copy to the Superintendent, and one (1) copy to the Federation. A formal grievance shall be filed as soon as possible but in no event longer than five (5) days following the informal conference. Within five (5) school days of the filing of the formal grievance in writing a meeting shall take place between the principal concerned, the grievant, and the Federation representative; and an answer to the grievance shall be given to the grievant in writing within five (5) school days.

4. Level Two

- a. If the grievance is not settled at Level One, it may be appealed to the Superintendent within five (5) school days by filing a written notice with the Superintendent, stating the grounds for appeal.
  - i. A meeting with the Superintendent shall be held within ten (10) school days following the receipt of such notice and the Superintendent shall promptly notify the grievant and the Federation of the date, time, and the place where such appeal shall be heard.
  - ii. The Superintendent's written decision shall be transmitted to the grievant and the Federation within five (5) school days after the hearing.

5. Level Three

- a. If the grievance is not settled at Level Two, it may be appealed to the Board within ten (10) school days of the receipt of the Superintendent's written decision by filing a written notice with the Board's chief administrator, the Superintendent, stating the grounds for appeal.
  - i. An executive session of the Board, or its designated representative(s), shall be held within ten (10) school days following the receipt of such notice and the Superintendent shall promptly notify the grievant and the Federation of the date, the time, and the place where such appeal shall be heard. The purpose of this executive session is information gathering concerning the grievance.
  - ii. At the Board appeal meeting, the parties shall have the following rights:
    1. To be present at the hearing
    2. To hear testimony
    3. To give any testimony they deem necessary
    4. To call others to give testimony
    5. To question any persons concerning their testimony.
  - iii. The Board shall render a decision on the grievance at a regular session to be held within ten (10) days of the executive session.
  - iv. The Board's decision shall be put in writing and be transmitted to the grievant and the Federation within five (5) days after the regular session.

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.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant and are not valid basis for evaluations or consideration of awarding any professional advantage to such teacher.
3. Grievances shall be dealt with outside the regular school day, or during lunch or

preparation time.

4. If a grievance is filed after May 15 of any year and strict adherence to the time limits might result in a hardship to any party, both parties will make every effort to process the grievance prior to the end of school term or as soon as possible thereafter. For the time period during the summer vacation, the term "school day" shall mean weekdays.
5. If a decision on grievance is not rendered in the total time allotted, the grievant may proceed to the next level of the grievance procedure.
6. The Building Principal or the representative of the Federation shall supply, on request, the grievance form (Appendix D).
7. By mutual written agreement, time limits may be extended.

## ARTICLE X – MISCELLANEOUS CONTRACT PROVISIONS

- A. If any provision of this contract or any application of this contract to any teacher or group of teachers is 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.
- B. Subject to the limitations imposed by IC 20-29, this contract may be amended at any time by mutual written consent of the Board and Federation.
- C. This contract supersedes previous contracts and voids all past practices.
- D. Daleville Community Schools PL-199 Agreement
  - 1. The terms of the PL-199 Agreement (Appendix C) refer to sections and articles from the 2008-2009 Master Contract between the Daleville Federation of Teachers, Local 3475, American Federation of Teachers and the Board of School Trustees, Daleville Community Schools. Some of those sections and articles no longer appear in the 2015-2016 Master Contract however, the agreement remains in effect.

ARTICLE XI – TERMS AND EFFECT OF AGREEMENT

The terms of this agreement shall become effective on July 1, 2016, and shall remain in effect through June 30, 2017.

The following signatures by representatives of the Board and Federation affirm ratification of the Teacher Contract as written above.

DALEVILLE FEDERATION OF TEACHERS

\_\_\_\_\_  
Signature of President or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Secretary or Designee

\_\_\_\_\_  
Date

DALEVILLE BOARD OF SCHOOL TRUSTEES

\_\_\_\_\_  
Signature of President or Designee

\_\_\_\_\_  
Date

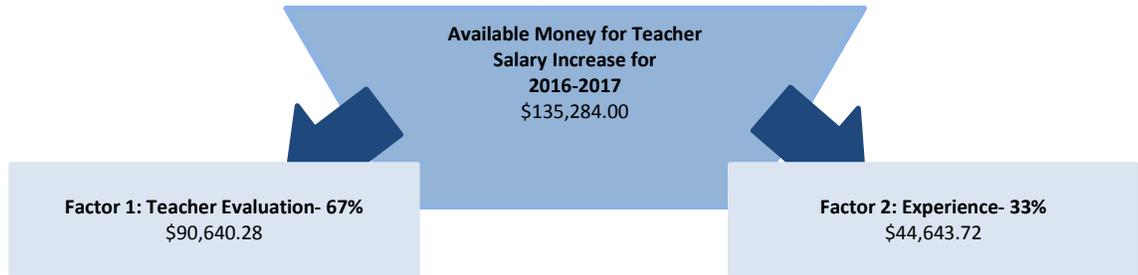
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Signature of Secretary or Designee

\_\_\_\_\_  
Date

Appendix A  
Daleville Community Schools Compensation Plan  
2016-2017

Salary Range: \$31,528.35-\$54,359.55

- There will be two factors relating to eligibility for a base salary raise for teachers employed at Daleville Community Schools:
  1. Teacher Evaluation- 67% of available money equally distributed among eligible teachers.
    - Teacher Evaluation shall be defined as a rating of Effective or Highly Effective.
  2. Experience- 33% of available money equally distributed among eligible teachers
    - Experience shall be defined as returning to Daleville Community Schools for an additional year of teaching.
    - Teacher must have 120 days of service to count as a year (TRF requirement).



- Each teacher in the bargaining unit will receive a one-time stipend of \$1,000.00 added to their 2016-2017 contract, payable in a “lump sum” on November 11, 2016.
- This is a retroactive performance pay plan. Teachers will be paid at their 2015-2016 base salaries for the 2016-2017 school-year. Using the above compensation plan, the teachers will receive a retroactive base salary increase. This retroactive pay will be calculated as soon as the teacher evaluations are completed.
- All base salary increases will be added to a teacher’s base salary for the following contract.
- A teacher who receives a rating of Ineffective or Improvement Necessary shall receive no pay raise.
- Any money that would have been given to teachers rated Ineffective or Improvement Necessary will be equally distributed among all qualifying teachers in the form of a one-time stipend.

Appendix B

New Hire Salary Scale 2016-2017

Bachelor Degree	Years Experience	Master Degree
\$34,028	0	\$35,116
\$34,497	1	\$36,052
\$35,464	2	\$36,987
\$36,182	3	\$37,923
\$36,900	4	\$38,857
\$37,618	5	\$39,793
\$38,402	6	\$30,728
\$39,185	7	\$41,664
\$39,969	8	\$42,648
\$40,753	9	\$43,632
\$41,537	10	\$44,617
\$42,386	11	\$45,600
\$43,236	12	\$46,584
\$44,085	13	\$47,568
\$44,935	14	\$48,553
\$45,784	15	\$49,585
	16	\$50,618
	17	\$51,652
	18	\$52,685
	19	\$53,717
	20	\$54,750
	21	\$56,860

Appendix C-1  
Athletic Extracurricular Pay Schedule

<p><b>Level 1</b> <span style="float: right;"><b>\$5,764</b></span></p> <p>Varsity Boys Basketball Coach</p> <p>Varsity Girls Basketball Coach</p>	<p><b>Level 6</b> <span style="float: right;"><b>\$1,496</b></span></p> <p>7th Grade Boys Basketball Coach</p> <p>7th Grade Girls Basketball Coach</p> <p>7th Grade Volleyball Coach</p> <p>8th Grade Boys Basketball Coach</p> <p>8th Grade Girls Basketball Coach</p> <p>8th Grade Volleyball Coach</p> <p>Assistant Varsity Wrestling Coach</p> <p>Varsity Boys Cross-Country Coach</p> <p>Varsity Girls Cross-Country Coach</p>
<p><b>Level 2</b> <span style="float: right;"><b>\$3,796</b></span></p> <p>Varsity Volleyball Coach</p>	
<p><b>Level 3</b> <span style="float: right;"><b>\$2,796</b></span></p> <p>High School Cheerleader Sponsor</p> <p>Varsity Baseball Coach</p> <p>Varsity Softball Coach</p> <p>Varsity Wrestling Coach</p>	
<p><b>Level 4</b> <span style="float: right;"><b>\$2,378</b></span></p> <p>Assistant Varsity Boys Basketball Coach</p> <p>Assistant Varsity Girls Basketball Coach</p> <p>Assistant Varsity Volleyball Coach</p>	<p><b>Level 7</b> <span style="float: right;"><b>\$1,330</b></span></p> <p>Junior High Boys Track Coach</p> <p>Junior High Girls Track Coach</p> <p>Junior High Wrestling Coach</p>
<p><b>Level 5</b> <span style="float: right;"><b>\$1,958</b></span></p> <p>Assistant Varsity Baseball Coach</p> <p>Assistant Varsity Softball Coach</p> <p>C-Team/Assistant Varsity Basketball Coach</p> <p>Junior Varsity Baseball Coach</p> <p>Junior Varsity Softball Coach</p> <p>Junior Varsity Volleyball Coach</p> <p>Varsity Boys Golf Coach</p> <p>Varsity Boys Track Coach</p> <p>Varsity Girls Golf Coach</p> <p>Varsity Girls Track Coach</p>	<p><b>Level 8</b> <span style="float: right;"><b>\$1,189</b></span></p> <p>5th Grade Boys Basketball Coach</p> <p>6th Grade Boys Basketball Coach</p> <p>5th Grade Girls Basketball Coach</p> <p>6th Grade Girls Basketball Coach</p> <p>Junior High Cheerleader Sponsor</p>
	<p><b>Level 9</b> <span style="float: right;"><b>\$909</b></span></p> <p>6th Grade Volleyball Coach</p> <p>Elementary Cheerleader Sponsor</p> <p>Junior High Boys Cross-Country Coach</p> <p>Junior High Girls Cross-Country Coach</p>

## Appendix C-2

### Academic Extracurricular Pay Schedule

<p><b>Level 1</b> <span style="float: right;"><b>\$2796</b></span></p> <p>Jr./Sr. High Music Program Director</p>	
<p><b>Level 2</b> <span style="float: right;"><b>\$1469</b></span></p> <p>Jr./Sr. High Yearbook Sponsor</p>	
<p><b>Level 3</b> <span style="float: right;"><b>\$1050</b></span></p> <p>Daleville Historians Club Sponsor</p> <p>Elementary Art Club Sponsor</p> <p>Junior Class Sponsor</p> <p>Junior Class Co-Sponsor</p> <p>Little Hoosiers Club Sponsor</p>	
<p><b>Level 4</b> <span style="float: right;"><b>\$909</b></span></p> <p>Beginning Teacher Mentors (2 mentees)</p> <p>Drama Club Sponsor</p> <p>Elementary Band Director</p> <p>Elementary Choir Sponsor</p> <p>Elementary Drama Club Sponsor</p> <p>Elementary School Student Council Sponsor</p> <p>High School Student Council Sponsor</p> <p>Jazz Ensemble Sponsor</p> <p>Leonardo Society Sponsor</p>	
<p><b>Level 5</b> <span style="float: right;"><b>\$629</b></span></p> <p>Beginning Teacher Mentors (1 mentee)</p> <p>Dance Program Director</p> <p>Elementary Foreign Language Club Sponsor</p> <p>High School Spanish Club Sponsor</p> <p>Honor Society Sponsor</p> <p>Jr./Sr. High Art Club Sponsor</p> <p>Parking Lot Supervisor</p> <p>Senior Class Sponsor</p> <p>Guitar Club Sponsor</p>	
	<p><b>Level 6</b> <span style="float: right;"><b>\$319</b></span></p> <p>1st Grade Level Representative</p> <p>2nd Grade Level Representative</p> <p>3rd Grade Level Representative</p> <p>4th Grade Level Representative</p> <p>5th Grade Level Representative</p> <p>6th Grade Level Representative</p> <p>7th Grade Class Sponsor</p> <p>8th Grade Class Sponsor</p> <p>9th Grade Class Sponsor</p> <p>10th Grade Class Sponsor</p> <p>Bell Grant Representative</p> <p>Business Education Department Chairperson</p> <p>English Department Chairperson</p> <p>Fine Arts Department Chairperson</p> <p>Foreign Language Department Chairperson</p> <p>Jr./Sr. High Fine Arts Academic Teams Coach</p> <p>Jr./Sr. High English Academic Teams Coach</p> <p>Jr./Sr. High Science Academic Teams Coach</p> <p>Jr./Sr. High Social Studies Academic Teams Coach</p> <p>Jr./Sr. High Math Academic Teams Coach</p> <p>Kindergarten Grade Level Representative</p> <p>Math Department Chairperson</p> <p>PE/Health Department Chairperson</p> <p>Practical Arts Department Chairperson</p> <p>Science Department Chairperson</p> <p>Social Studies Department Chairperson</p> <p>Special Teachers Representative</p> <p>Chess Club</p> <p>Comic Book Club</p>
	<p><b>Level 7</b></p> <p>Special Activities Supervision <span style="float: right;"><b>\$20 Per Event</b></span></p>

## Appendix D

### Daleville Community Schools PL-199 Agreement

#### Preamble

The terms of the PL-199 Agreement refer to sections and articles from the 2008-2009 Master Contract between the Daleville Federation of Teachers, Local 3475, American Federation of Teachers and the Board of School Trustees, Daleville Community Schools. Some of those sections and articles no longer appear in the 2015-2016 Master Contract however, the agreement remains in effect.

#### PL-199 Agreement

Effective Date: The following amendments are made to the Contract Agreement between the Daleville Community Schools Board of School Trustees herein after "Board" or "Corporation" and the Daleville Federation of Teachers here in after "Federation." These amendments shall be effective with respect to any teacher retiring on or after the 1st day of July, 2004, except as otherwise may be provided herein. Any teacher who has retired before the effective date will only be entitled to those benefits contained in the Contract Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time through mutual agreement of the parties.

Should pension bonds not be issued or should the vendor determine any portion of this agreement is inconsistent with federal or state law governing tax sheltered retirement plans, this agreement will become void, and the contract will return to the language in effect prior to this amendment as pertains to Article XII, paragraphs D & F.

#### BUY OUT OF RETIREMENT BENEFITS

- A. Elimination of Prior Agreement's Retirement Bridge and Severance Benefit.
  - 1. The Board and the Federation now confirm that Article XII, paragraph D entitled Severance Pay in the Agreement immediately before this amendment's effective date, and the Early Retirement Pay benefit described in Article XII, paragraph F, of the prior agreement are terminated and shall not apply to any teacher retiring from the school corporation on or after June 30, 2004. Those teachers who retired before June 30, 2004 shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement.
- B. Entitlement to Retirement Benefits and Vesting Requirements
  - 1. Upon retirement from the Corporation, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:
    - a. The retiring teacher has reached the age of fifty-five (55); and
    - b. Immediately prior to retirement, the teacher must have completed not less than fifteen (15) full years of service as a professional educator with the Corporation.
- C. Actuarial Determination of Value of the Current Retirement Bridge and Severance

## Benefits

1. The Educational Services Company has been selected to determine the present value of the unfunded severance benefits and retirement bridge benefits described in the prior agreement. In making this present value determination, the Educational Services Company shall use the following assumptions:
  - a. The assumed interest rate for the purpose of determining the present value is four percent (4%) in the first two (2) years of the plan and seven and one half percent (7.5%) each year thereafter. However, for post-retirement cash flow purposes, a four percent (4%) interest rate shall be used.
  - b. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-seven (57), or at the end of the current year if the individual is already age fifty-seven (57) or older. If an employee continues employment after the attainment of age fifty-seven (57), the employee does continue to receive all ongoing board contributions to the 401 (a) and VEBA, and the employee does continue to share in any future forfeitures.
  - c. The Termination Assumption shall be calculated at a one point eight percent (1.8%) annual rate.
  - d. The anticipated amount of the retirement bridge shall be determined using the amount of annual benefit described in Article XII, paragraph F of the prior agreement. However, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-seven (57), or (b) satisfaction of the eligibility requirements of this Article.
  - e. Using the method of calculation described in Article XII, paragraph D of the prior agreement, the severance benefit for each employee will be determined, subject to the following adjustments:
    - i. Sick leave accumulation shall be calculated as of June 30, 2004, and seven (7) days shall be assumed to accumulate for each individual from that date to age fifty-seven (57). The parties hereby agree that should sick leave usage increase greater than 10% of the district's overall usage rate for the previous year the parties will bring the item to discussion.
  - f. The present value of the future severance benefits and retirement bridge payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the severance benefits and retirement bridge had been paid directly to the employee.
  - g. Employees, whose first contractual day is after the 15th day of June 2004, shall not be entitled to any payment for the eliminated retirement bridge or severance benefits. In other words, no contribution shall be made for individuals whose first contractual day is after the 15th day of June 2004.
  - h. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-

employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave. In the case of a reduction in force such period of leave shall not result in forfeiture.

- i. The present value of the Early Retirement Pay under the prior agreement shall be calculated, effective as of the 30th day of June 2004. The present value of the Severance Pay under the prior agreement shall be calculated, effective as of the 30th day of June 2004.
  - j. To confirm the accuracy of the underlying information to be used in the present value calculations, each teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of the 30th day of June, 2004: base salary, age, years of service, and accumulated sick leave. The Educational Services Company shall assist in the preparation of this verification sheet for each teacher. However, the Board will have the responsibility to forward the verification sheets to the respective teachers. Any corrections must be returned to the Board within ten (10) days of receipt of the verification sheets.
2. Using the above assumptions and the other assumptions contained on the buyout spreadsheet, the Educational Services Company shall prepare the present value calculations for each teacher and the contributions described hereinafter will be made.

D. Buy Out Contributions.

1. VEBA. According to the chart below, the school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, a percentage of the amount representing the present value of the Retirement Pay as calculated for all employees under subsection C above.
2. Status of Employee in regards to the current school health insurance plan as of August 20, 2004 determines the following percentage contributions.
  - a. Family Plan: 50% to VEBA and 50% to 401(a)
  - b. Single Plan: 0% to VEBA and 100% to 401(a)
  - c. No Plan: 0% to VEBA and 100% to 401(a)
3. The terms and conditions for the administration and operations of the VEBA shall be as follows:
  - a. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
  - b. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
  - c. If an employee retires or otherwise terminates employment before

satisfaction of the requirements set forth in this Article, the terminated employee's VEBA account shall be forfeited.

- i. After August 1, 2009, Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts.
  - ii. All distributions of forfeiture will be made to all employees eligible at the date of the distribution rather than the date of forfeiture. The forfeited amount will be distributed equally to those employees eligible on the date of distribution.
  - iii. Amounts will be determined to the nearest penny. Any amount not distributed will be retained in the forfeiture account and included in the next distribution. Distributions will normally occur in June or July of each year.
  - iv. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:
  - v. Employees who forfeited their VEBA accounts in the same year;
  - vi. Employees who previously forfeited their VEBA accounts; and
  - vii. Employees who have attained the age of fifty-five (55) and terminated employment in or before the year of the reallocated forfeiture.
  - viii. Furthermore, VEBA accounts of employees who have attained the age of fifty-seven (57), but who have not terminated employment may share in the reallocated forfeiture.
- d. Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee, subject to terms of existing federal or state law, may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for un-reimbursed medical expenses of the employee, spouse, and dependents. Furthermore, subject to terms of existing federal or state law, following the death of an employee who had otherwise satisfied the requirements of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

#### 4. 401(a) Plan

- a. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. A percentage of the total sum of the amount calculated by Educational Services Corporation as the present value for the Retirement Pay shall be contributed by the school corporation to the 401(a) as per the chart below:
  - i. Status of Employee in regards to the current school health insurance plan as of August 20, 2004 determines the following percentage contributions.

1. Family Plan: 50% to VEBA and 50% to 401(a)
  2. Single Plan: 0% to VEBA and 100% to 401(a)
  3. No Plan: 0% to VEBA and 100% to 401(a)
- b. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:
- i. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
  - ii. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
  - iii. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's 401(a) plan account shall be forfeited. After August 1, 2009, the forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts.
    1. All distributions of forfeiture will be made to all employees eligible at the date of the distribution rather than the date of forfeiture. The forfeited amount will be distributed equally to those employees eligible on the date of distribution. Amounts will be determined to the nearest penny. Any amount not distributed will be retained in the forfeiture account and included in the next distribution. Distributions will normally occur in June or July of each year. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:
      2. Employees who forfeited their 401(a) plan accounts in the same year;
      3. Employees who previously forfeited their 401(a) plan accounts; and
      4. Employees who have attained age of fifty-five (55) and terminated employment in or before the year of the reallocated forfeiture.
      5. Furthermore, 401(a) plan accounts of employees who have attained the age of fifty-seven (57), but have not terminated employment may share in the reallocated forfeiture.
  - iv. Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may elect, subject to

terms of existing federal or state law, to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of this Article, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) plan account.

- v. The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

E. Future Adjustments

- F. The parties agree that this Article, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Federation may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Article shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

ARTICLE XII – NEW RETIREMENT SAVINGS 401(A) ANNUITY PLAN

A. For Bargaining Unit Members Eligible for the Plan for Buyout of Retirement Benefits in the Previous Article:

- 1. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.
  - a. Beginning with the 2005-2006 school year, the Board agrees to contribute into each individual's separate 401(a) account one percent (1%) of the teacher's base pay annually.
- 2. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
  - a. Each bargaining unit member shall be 100% vested in these individual 401(a) accounts after completing five full contracted years of service.

B. For Bargaining Unit Members Hired After June 15, 2004:

- 1. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.
  - a. Beginning with the 2005-2006 school year, the Board agrees to contribute into each individual's separate 401(a) account one percent (1%) of the teacher's base pay, annually, for the first five years of contracted service.
  - b. Beginning with the 2005-2006 school year, the Board agrees to contribute into each individual's separate 401(a) account one and one-half percent (1 ½ %) of the teacher's base pay, annually, for each year

of eligible service upon signing the sixth (6th) contract with the corporation.

2. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.

Each bargaining unit member shall be 100% vested in these individual 401(a) accounts after completing five full contracted years of service.

