

MASTER CONTRACT

Between the

BOARD OF SCHOOL TRUSTEES OF

THE TELL CITY-TROY TOWNSHIP

SCHOOL CORPORATION

and the

TELL CITY-TROY TOWNSHIP

CLASSROOM TEACHERS' ASSOCIATION

November 13, 2018 - June 30, 2019

Article I – Introduction

A. Parties

THIS CONTRACT, entered into this 13th day of November and valid through the 30th day of June 2018, by and between the Board of School Trustees of the Tell City-Troy Township School Corporation, hereinafter called the "Board," and the Tell City-Troy Township Classroom Teachers' Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, The Board and its designated representatives have met with representatives of the Association and entered into extended deliberate negotiations concerning salary, wages, hours, and salary and wage related fringe benefits. It is hereby agreed as follows:

B. Recognition Clause/Composition of Bargaining Unit

The Tell City-Troy Township Classroom Teachers' Association, herein called the "Association," is hereby recognized by the Tell City-Troy Township School Corporation, herein called the "Board," as the bargaining agent for:

All certified employees as that term is defined and used in Public Law 217 of the Acts of the Indiana General Assembly of 1973 in the Tell City-Troy Township School Corporation, except for: the Superintendent, Assistant Superintendent, High School Principal, Assistant High School Principal, Junior High School Principal, Assistant Junior High School Principal, Elementary Principals, Athletic Director, Guidance Director, Vocational Director, and any position created after the effective date of this Contract which is defined by Public Law 217 as a "supervisor," "confidential employee" or "employees performing security work."

Provided further, that athletic related salaries or compensation and length of Contract of all coaches and their assistants and extracurricular related salary or compensation and length of Contract of the band director and his assistants shall be excluded as a subject of bargaining with said Association, and shall be matters of bargaining solely between the Board and said respective coaches and band director.

C. Definitions

D. Contract Interpretation Provisions

E. Permissible Non-subject Provisions

Article II – Salary/Wages

A. Compensation Plan

1. Salary Range

The 2017-2018 salary range of Tell City-Troy Township Schools is \$36,000.00 - \$64,500.00. This does not contain the 3% TRF contribution or the 2018-2019 raises.

The salary range for 2018-2019 of Tell City-Troy Township School Corporation is \$36,100.00 - \$64,600.00 with salary increases but does not include the 3% TRF contribution.

Licensed teachers new to Tell City-Troy Township School corporation shall be compensated based on the Tell City-Troy Township School Corporation Salary Lane.

2. NEW HIRE SALARIES

Teachers new to the corporation will be placed in the salary lane commensurate to the experience, education, and certification of current employees. The salary range for teachers hired at the beginning of 2018-2019 is \$36,100 to \$50,000. The Superintendent has the discretion to set the new hire salary within this range. The Superintendent has the discretion to place the new teacher up to two rows higher based on the needs of the corporation. The Superintendent has the discretion to award an additional \$4000 to the base pay of a new teacher if the teacher possesses a Master's degree necessary for the instruction of a dual credit course. Deviation from this practice will be discussed with the CTA.

Lane	Salary
A	\$36,100.00
B	\$37,000.00
C	\$38,000.00
D	\$39,000.00
E	\$40,000.00
F	\$41,000.00
G	\$42,000.00
H	\$43,000.00
I	\$44,000.00
J	\$45,000.00
K	\$46,000.00

L	\$47,000.00
M	\$48,000.00
N	\$49,000.00
O	\$50,000.00
P	\$51,000.00
Q	\$52,000.00
R	\$53,000.00
S	\$54,000.00
T	\$55,000.00
U	\$56,000.00
V	\$57,000.00
W	\$58,000.00
X	\$59,000.00
Y	\$60,000.00
Z	\$61,000.00
AA	\$62,000.00
BB	\$63,000.00
CC	\$64,000.00
*TOP	\$64,600.00

2. Compensation Plan

The Tell City-Troy Township compensation plan will be based on two factors:

1. Evaluation (75%): Teachers receiving an effective or highly effective evaluation will be eligible to receive the funds identified for bargaining in this factor.
2. Experience (25%): To be eligible for the experience factor, teachers must have taught 120 INPRS school days in the previous school year and be teaching in the Corporation for the current school year.

Step 1. Determine the amount of funds available for bargaining.	
Step 2. Determine the number of teachers who qualify for compensation based on Evaluation (75%).	
Step 3. Determine the number of teachers who qualify for compensation based on Education and Experience (25%).	
Step 4. Determine the amount of funds available for each category. (step 1 X each identified percentage)	TER: \$
	EXP: \$
Step 5. Divide the amounts from Step 5 by the number of teachers in each category	TER Per Teacher Amount: \$
	EXP Per Teacher Amount: \$

- For the 2018-2019 contract, there are \$88,215.14 available via the compensation model.
- The CTA and Superintendent will determine the allocation of the funds (to base pay or as a stipend) yearly. For the 2018-2019 school year, \$70,586.14 are allocated to the base pay of qualifying teachers who are below the top of the scale. Stipends in the calculated amount are allocated for for those teachers currently at the top of the scale. A teacher near the top of the scale will receive only the increase to the base pay to obtain the top salary of \$64,600, and will receive the remainder of the increase as a one-time stipend. The funds available for this stipends are \$17,629.00 Part time teachers receive the appropriate fractional amount.

To be eligible for a salary increase in the current year, a teacher:

- Must not have been rated as ineffective or improvement necessary in the prior school year, and
 - Must have been employed by the corporation for at least 120 days in the prior school year.
 - Teachers must qualify in both areas to be eligible for compensation. Teachers rated ineffective or improvement necessary in the prior year remain at their prior year salary, are not placed on to a new salary schedule, and do not advance on the current salary schedule. Teachers rated ineffective or improvement necessary in their prior year are not eligible for any salary increase, stipend, or performance pay. Teachers rated as ineffective or improvement necessary in the prior year are not eligible for any increases under the compensation model.
 - Must fall below the top of the salary scale. Any allocation above the top of the salary scale is in the form of a stipend.
- Teachers in their first two full years of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating in the prior school year. excluding first and second year teachers.
 - REALLOCATION- Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend in the last payroll of the school year.
 - To be eligible for a salary increase in the current year, a teacher:
 - Must not have been rated as ineffective or improvement necessary in the prior school year, and
 - Must have been employed by the corporation for at least 120 days in the prior school year. Teachers must qualify in both areas to be eligible for compensation.
 - If a teacher is rated as ineffective or improvement necessary, the amount they should have received will be reallocated to those teachers qualifying for compensation.

B. Other Permissible Salary Items

1. Certified Substitute Teachers. In compliance with IC-20-28-9-7(b) long-term substitute teachers will be paid substitute teacher pay for the first 15 days. For consecutive days following the first fifteen consecutive days, long-term substitute teachers will be paid at the regular daily rate of beginning bachelor degree holding teachers for the current school year. In the case of high demand areas,

the administration will discuss the teacher compensation with the CTA leadership.

2. Teachers working less than a 4/7 contract shall be considered part time and ineligible for benefits provided to full time staff.
3. In addition to the basic salary provided the Board shall also pay the Indiana State Teachers' Retirement Fund (ISTRF) an additional Three Percent (3%) of each Teacher's salary as that Teacher's contribution to the ISTRF.
4. SALARIES. The parties agree that the salaries to be paid the Teachers during the term of this contract will be maintained on a spreadsheet accessible to the CTA president.
5. To help ensure a safe environment and as required by state law, the Tell City-Troy Township School Corporation will conduct an expanded criminal history check on each employee once every five (5) years. The superintendent will be responsible for determining the schedule for conducting the expanded criminal history checks on school employees. The cost of an expanded criminal history check will be the responsibility of the school corporation.

C. Ancillary Duty Pay

1. Guidance counsellors will receive their daily rate for approved work completed outside of the regular contracted days.
2. For the 2018-2019 school year, a teacher that obtains, maintains, and utilizes a CDL in the transportation of Tell City-Troy Township students shall receive an annual stipend of \$1000 per year above the specified rate for the service provided. This opportunity is available to the first ten (10) teachers to present a valid CDL. To qualify a teacher must:
 - a. Possess an Indiana CDL with the S endorsement for the transport of students by August 1 of the school year.
 - b. Substitute drive or complete at least five (5) ECA trips for the corporation or a corporation contracted driver by June 30 of the school year.

The first ten (10) teachers completing the above shall receive a stipend in the form of \$1000 after submitting a claim to the central office after the June 30 deadline.

* parameter (a) is waived for the 2018-2019 school year. A teacher may qualify by obtaining a cdl (S) and completing item (b) above by June 30 2019.

D. Co-Curricular and Extra-Curricular Activity Pay Schedule

During the 2018-2019 school years, the Board will pay for extra duties in accordance with the schedule attached hereto, made a part hereof and marked APPENDIX A.

1. For the 2018-2019 school year, the Board agrees to pay a one time stipend of \$150.00 per ECA to individuals performing ECA duties. This will be paid in accordance with current practice at the completion of the ECA. The funds available for stipends are \$21,250.00.
2. For the 2018-2019 school year, the board agrees to a one-time stipend of \$1000.00 for the ECA of Marching Band Instructor.

Article III - Wage/Salary-Related Fringe Benefits

A. Leaves

1. SICK LEAVE.

- a. Each Teacher shall be entitled to be absent from work on account of illness or quarantine for a total of thirteen (13) days for each year of employment (these days are called sick days) without loss of compensation, which may be accumulated without limit. In the event any Teacher shall have accumulated one (1) or more sick leave days in another School Corporation and shall thereupon become employed in the Tell City - Troy Township School Corporation, then these days shall be added to his sick leave days, for his second year and each succeeding year of employment up to three (3) days of sick leave until the number of accumulated days to which said Teacher was entitled in his last place of employment shall be exhausted. Upon reaching established status, said Teacher shall have all remaining days transferred in immediately. This shall be retroactive to all current Teachers in the system.
 - b. Sick leave days accumulated by a Teacher prior to an authorized leave of absence, less any sick leave taken during such leave, shall be credited to the Teacher on his return.
 - c. Teacher shall be given a written accounting of accumulated sick leave by October 1st of each school year.
 - d. Teachers on summer employment shall be eligible to use sick, personal, or bereavement leave on the same basis as is used during the regular school year.
 - e. Any Teacher employed for three (3) hours or less during summer school shall have deducted for sick leave one-half (1/2) day for each day of absence from summer school.
 - f. Teachers may use sick leave in one-half (1/2) day amounts.
 - g. Teachers may use sick leave for medical and dental appointments. In the event a Teacher uses more than five (5) sick leave days in any one (1) school year for routine medical and dental checkups, said Teacher may be asked by the Administration to provide a note from the doctor's office indicating such appointments. The note shall not include any diagnosis or medical condition.
 - h. USE OF SICK LEAVE FOR ILLNESS IN FAMILY. Each Teacher shall be entitled to unlimited days each year of accumulated sick leave for illness in the Teacher's immediate family. Immediate family shall be the same as that described in the bereavement leave section.
2. SICK LEAVE BANK. The Board shall establish and honor a "Sick Leave Bank" for the Teachers of the Tell City Troy Township School Corporation. Individual Teachers in the system may contribute from two (2) to ten (10) sick leave days at a time to the Sick Leave Bank prior to September 15th of any school year, except that the Sick Leave Bank shall have a maximum accumulation at any time of no more than five hundred eighty (580) days. No Teacher shall be denied a

minimum contribution to the Bank even though such contributions would cause an accumulation in excess of the above stated maximum.

- a. A Sick Leave Bank Committee will be composed of the Superintendent, one (1) member of the Board, the President of the Classroom Teachers' Association or its chief officer, and two (2) members of the Association chosen by the Association. The purpose of the said Committee is to administer the Sick Leave Bank. The Committee shall elect a Chairman to help facilitate the functioning of the Committee.
 - b. Any Teacher who has contributed to the Bank and who wishes to use days from the Sick Leave Bank must first use all of his own sick leave days and accumulated sick leave days before submitting a request to the Sick Leave Bank Committee.
 - c. The number of school days to be granted per Teacher per school year shall be thirty-five (35) days. If the need arises, the Teacher may reapply for additional sick leave days, and the Committee shall make a decision on whether to grant said request.
 - d. Procedure dealing with the use of the Sick Leave Bank:
 - i. Written application by the Teacher or a member of his family accompanied by a physician's certificate stating the nature, length of disability and prognosis of the person's condition, is to be submitted to the Chairman of the Sick Leave Bank Committee.
 - ii. Applications will be acted upon by the entire Committee and no applications shall be approved except by the affirmative vote of three (3) members of the Committee, and the Chairman shall inform the applicant or where advisable, a member of the family, of the decision of the Committee. The Chairman shall report the Committee decision to the Board Bookkeeping Department if a withdrawal from the Bank is to be made.
 - iii. The Committee shall meet and act within ten (10) days following the receipt of the completed application.
 - e. Days donated to the Sick Leave Bank by any Teacher(s) will not cause said Teacher(s) loss of Sick Leave Incentive Pay.
3. PERSONAL LEAVE. Each Teacher shall be entitled to four (4) days leave with pay per school year for the transaction of personal business and/or the conduct of personal or civic affairs.
- a. This leave is to be used for matters which cannot be scheduled outside of regular school hours.
 - b. Except in the case of an emergency, notification of personal leave shall be made two (2) days prior to such leave by written statement submitted to the Principal of the school to which the Teacher is assigned and it shall be sufficient for the Teacher to state that he is taking said leave under the provisions of this Contract and that the reason is "Personal Business." In the case of an emergency, notification of personal leave shall be made by phone to the Principal of the school to which the Teacher is assigned immediately upon the occurrence of said emergency, and the Teacher

- shall inform the Principal of the reason and necessity which shall be the cause of such absence.
- c. Teachers may choose to use personal leave time in increments of either one (1) full day or one-half (1/2) day at a time.
 - d. Unused days, up to two (2) days, may accumulate so that Teachers may use up to six (6) days in a school year. Unused days above the two (2) days still accumulate to sick leave.
 - e. UNUSED PERSONAL LEAVE. Unused personal leave at the close of the school year shall be added to, and considered as, accumulated sick leave. Either unused sick leave or unused personal leave or any combination of the two may be accumulated without limit and may be used as sick leave.
 - f. Teachers may, with prior approval of the administration, exchange two (2) sick days for one (1) personal day.
4. STAFF DEVELOPMENT LEAVE. Teachers who desire to visit other schools for the purpose of observing practices beneficial to the Tell City Troy Township School Corporation, or desire to attend meetings or conferences of an educational nature to be held during a school day, may submit a request to the Superintendent of Schools who will then submit such request to the Board. The Board will then make its determination to grant or refuse to grant such request, in its sole discretion. If the Board grants any such request, the Board will then make its determination to grant or refuse to grant any reimbursement for mileage or expenses, in its sole discretion.
 5. JURY DUTY LEAVE. A Teacher who has received a summons to appear as a juror will show such summons to his Principal as soon as reasonably possible and will be given a reasonable time to return to work after he is released by the Court.
 - a. When a Teacher is called for service as a juror, he will suffer no loss of pay provided that such Teacher agrees to return to the Board pay, except mileage fees, which he would have been entitled to receive for serving as a juror.
 6. BEREAVEMENT LEAVE. If there is a death in the immediate family, the Teacher shall be granted not to exceed five (5) school days leave beyond the date of death, without loss of compensation for each occurrence. Immediate family is herein defined to mean father, mother, brother or sister, husband or wife, son or daughter, father-in-law or mother-in-law, grandparent (of Teacher or spouse), or grandchild (of Teacher or spouse), stepchildren or stepparents, son-in-law or daughter-in-law and relatives living in the teacher's home at the time of death or any relative over whom a Teacher has power of attorney and/or guardianship. For the death of a spouse, child or stepchild the Teacher may use two (2) additional school days per occurrence and such days shall be deducted from the teacher's sick leave days. Up to two (2) days of said leave may be used at a later date in dealing with estate matters.
 - a. If there is a death of any aunt, uncle, niece, nephew, brother-in-law or sister-in-law not living in the teacher's home at the time of death, the Teacher shall be granted up to two (2) school days leave of absence without loss of compensation for each occurrence. If the funeral is two

hundred (200) or more miles from the home of the Teacher one-way, said Teacher shall be allowed to use three (3) additional school days per occurrence and such days will be deducted from the Teacher's sick leave days.

7. COURT LEAVE. If, in any court action in which the Board is a party, a Teacher is subpoenaed to appear as a witness on behalf of the Board, such Teacher shall suffer no loss of pay for his absence from teaching duties during the period of time he appears in Court in compliance to such subpoena and given a reasonable time to return to work after he has been released.
8. MAJOR DISABILITY LEAVE. This section shall apply to leave in all cases where a Teacher is unable to teach because of a disability substantial in nature or duration. Such physical disability shall include, among other items, disability arising from major surgery, physical illness, mental illness or severe emotional disturbance.
 - a. USE OF TERM. The masculine gender shall include the feminine wherever required by the context in which this section is applied.
 - b. ANTICIPATED DISABILITY. Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply: (1) the Teacher requesting leave shall notify the office of the Superintendent of the expected time of leave as soon as reasonably possible, (2) if at all possible the leave of absence shall begin at the end of a grading period, and (3) where the Teacher's condition raises any serious problem to the Teacher's health in the period prior to the beginning of leave, the Board may request, and condition the time leave begins on, a statement by the Teacher's physician as to the Teacher's ability to continue teaching.
 - c. TIME OF RETURN TO TEACHING DUTIES. Subject to the notice and other requirements set out in paragraph 4., the Teacher may resume teaching duties at such time as in the opinion of the Teacher and the Teacher's physician that the Teacher is able to resume teaching. The Board may, at its option, require the certificate of the physician to this effect.
 - d. NOTICE OF RETURN TO TEACHING. As soon as reasonably determinable after the commencement of the disability leave, the Teacher shall notify the office of the Superintendent of the estimated time of return to teaching, or of the fact that the Teacher does not intend to resume teaching duties, and shall, if intending to return to teaching, keep the Board advised of any change in such estimated time. Teachers intending to resume teaching duties shall so notify the office of the Superintendent as soon as they have recovered from their disability, and shall furnish the Board proof of their continued disability at any time during such disability, if requested by the Superintendent of Schools. Unless waived by the Board, the Teacher shall not be entitled to return to teaching duties unless at least two (2) calendar weeks' notice is given by the Teacher of the intention to return to work.

- e. POSITIONS TO WHICH TEACHER RETURNS. Upon a Teacher's return to work, the Board shall assign the Teacher to the same position held by such Teacher when leave commenced or to a substantially similar position. The Teacher, if otherwise entitled to a Contract at the commencement of the next school year, shall be assigned in accordance with the Board assignment policies and applicable law governing reassignment as though the Teacher had taken no leave, subject, however, to dismissal for reduction of staff in accordance with the procedures under applicable law.
 - f. LIMITATIONS. No leave under this section may be granted for a period exceeding one (1) year.
9. RIGHTS OF PROBATIONARY AND ESTABLISHED TEACHERS. No leave granted under this section shall change the rights of an Established Teacher, except as, and if they are changed by applicable law. With respect to a probationary Teacher, if the leave extends beyond the first day of May of any year, the Board shall not be obligated to renew the Teacher's Contract for the next school year, but shall afford the Teacher the rights given to a probationary Teacher under I.C. 20-28-7.5 including but not limited to, notice on or before May 1st that the Teacher's Contract will not be renewed.
10. SICK LEAVE. Any Teacher taking leave of absence under this section may use any days of sick leave which the Teacher has accumulated under I.C. 20-28-9-9 or under the sick leave section of this Contract, but shall be required, at the option of the Board, to present a doctor's certificate of disability to justify such use of accumulated sick leave days.
11. MATERNITY AND ADOPTIVE LEAVE.
Leave for pregnancy or birth.
- (a) *General rules.* Eligible employees are entitled to FMLA leave for pregnancy or birth of a child as follows:
 - (1) Both parents are entitled to FMLA leave for the birth of their child.
 - (2) Both parents are entitled to FMLA leave to be with the healthy newborn child (*i.e.*, bonding time) during the 12-month period beginning on the date of birth. An employee's entitlement to FMLA leave for a birth expires at the end of the 12-month period beginning on the date of the birth. If state law allows, or the employer permits, bonding leave to be taken beyond this period, such leave will not qualify as FMLA leave. See §825.701 regarding non-FMLA leave which may be available under applicable State laws. Under this section, both parents are entitled to FMLA leave even if the newborn does not have a serious health condition.
 - (3) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee's parent with a serious health condition. This limitation on the total weeks of leave applies to leave taken for the reasons specified as long as the spouses are

employed by the same employer. It would apply, for example, even though the spouses are employed at two different worksites of an employer located more than 75 miles from each other, or by two different operating divisions of the same company. On the other hand, if one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full 12 weeks of FMLA leave. Where spouses both use a portion of the total 12-week FMLA leave entitlement for either the birth of a child, for placement for adoption or foster care, or to care for a parent, the spouses would each be entitled to the difference between the amount he or she has taken individually and 12 weeks for FMLA leave for other purposes. For example, if each spouse took six weeks of leave to care for a healthy, newborn child, each could use an additional six weeks due to his or her own serious health condition or to care for a child with a serious health condition. Note, too, that many state pregnancy disability laws specify a period of disability either before or after the birth of a child; such periods would also be considered FMLA leave for a serious health condition of the birth mother, and would not be subject to the combined limit.

(4) The expectant mother is entitled to FMLA leave for incapacity due to pregnancy, for prenatal care, or for her own serious health condition following the birth of the child. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work. The mother is entitled to leave for incapacity due to pregnancy even though she does not receive treatment from a health care provider during the absence, and even if the absence does not last for more than three consecutive calendar days. The expectant mother is entitled to leave for incapacity due to pregnancy even though she does not receive treatment from a health care provider during the absence, and even if the absence does not last for more than three consecutive calendar days.

(5) A spouse is entitled to FMLA leave if needed to care for a pregnant spouse who is incapacitated or if needed to care for her during her prenatal care, or if needed to care for her following the birth of a child if she has a serious health condition. See §825.124.

(6) Both parents are entitled to FMLA leave if needed to care for a child with a serious health condition if the requirements of §§825.113 through 825.115 and 825.122(d) are met. Thus, spouses may each take 12 weeks of FMLA leave if needed to care for their newborn child with a serious health condition, even if both are employed by the same employer, provided they have not exhausted their entitlements during the applicable 12-month FMLA leave period.

(b) *Intermittent and reduced schedule leave.* An eligible employee may use intermittent or reduced schedule leave after the birth to be with a healthy newborn child only if the employer agrees. For example, an employer and employee may agree to a part-time work schedule after the birth. If the employer agrees to permit intermittent or reduced schedule leave for the birth of a child, the employer may require the employee to transfer temporarily, during the period the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Transfer to an alternative position may require compliance with any applicable

collective bargaining agreement, Federal law (such as the Americans with Disabilities Act), and State law. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent or reduced leave. The employer's agreement is not required for intermittent leave required by the serious health condition of the expectant mother or newborn child. See §§825.202—825.205 for general rules governing the use of intermittent and reduced schedule leave. See §825.121 for rules governing leave for adoption or foster care. See §825.601 for special rules applicable to instructional employees of schools. See §825.802 for special rules applicable to airline flight crew employees.

[78 FR 8902, Feb. 6, 2013, as amended at 80 FR 10000, Feb. 25, 2015]

Leave for adoption or foster care.

(a) *General rules.* Eligible employees are entitled to FMLA leave for placement with the employee of a son or daughter for adoption or foster care as follows:

(1) Employees may take FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. For example, the employee may be required to attend counseling sessions, appear in court, consult with his or her attorney or the doctor(s) representing the birth parent, submit to a physical examination, or travel to another country to complete an adoption. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for leave for this purpose.

(2) An employee's entitlement to leave for adoption or foster care expires at the end of the 12-month period beginning on the date of the placement. If state law allows, or the employer permits, leave for adoption or foster care to be taken beyond this period, such leave will not qualify as FMLA leave. See §825.701 regarding non-FMLA leave which may be available under applicable State laws. Under this section, the employee is entitled to FMLA leave even if the adopted or foster child does not have a serious health condition.

(3) Spouses who are eligible for FMLA leave and are employed by the same covered employer may be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for the placement of the employee's son or daughter or to care for the child after placement, for the birth of the employee's son or daughter or to care for the child after birth, or to care for the employee's parent with a serious health condition. This limitation on the total weeks of leave applies to leave taken for the reasons specified as long as the spouses are employed by the same employer. It would apply, for example, even though the spouses are employed at two different worksites of an employer located more than 75 miles from each other, or by two different operating divisions of the same company. On the other hand, if one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full 12 weeks of FMLA leave. Where spouses both use a portion of the total 12-week FMLA leave entitlement for either the birth of a child, for placement for adoption or foster care, or to care for a parent, the spouses would each be entitled to the difference between the amount he or she has

taken individually and 12 weeks for FMLA leave for other purposes. For example, if each spouse took six weeks of leave to care for a healthy, newly placed child, each could use an additional six weeks due to his or her own serious health condition or to care for a child with a serious health condition.

(4) An eligible employee is entitled to FMLA leave in order to care for an adopted or foster child with a serious health condition if the requirements of §§825.113 through 825.115 and 825.122(d) are met. Thus, spouses may each take 12 weeks of FMLA leave if needed to care for an adopted or foster child with a serious health condition, even if both are employed by the same employer, provided they have not exhausted their entitlements during the applicable 12-month FMLA leave period.

(b) *Use of intermittent and reduced schedule leave.* An eligible employee may use intermittent or reduced schedule leave after the placement of a healthy child for adoption or foster care only if the employer agrees. Thus, for example, the employer and employee may agree to a part-time work schedule after the placement for bonding purposes. If the employer agrees to permit intermittent or reduced schedule leave for the placement for adoption or foster care, the employer may require the employee to transfer temporarily, during the period the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Transfer to an alternative position may require compliance with any applicable collective bargaining agreement, federal law (such as the Americans with Disabilities Act), and State law. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent or reduced leave. The employer's agreement is not required for intermittent leave required by the serious health condition of the adopted or foster child. See §§825.202-825.205 for general rules governing the use of intermittent and reduced schedule leave. See §825.120 for general rules governing leave for pregnancy and birth of a child. See §825.601 for special rules applicable to instructional employees of schools. See §825.802 for special rules applicable to airline flight crew employees.

[78 FR 8902, Feb. 6, 2013, as amended at 80 FR 10000, Feb. 25, 2015]

(5.) 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 can perform the Teacher's duties.

(6.) All leaves in this section shall be approved if the teacher notifies the superintendent thirty (30) prior to the expected start date of the leave.

12. **PERSONAL INJURY LEAVE.** Absence due to injury incurred in the course of the Teacher's employment shall not be charged against the Teacher's sick leave days. The Board shall pay to such Teacher the difference between his salary and benefits received under the Indiana Workers' Compensation Act for the duration of such absence.

13. STUDY LEAVE. A leave of absence, without pay or benefits, for one (1) year may be granted to any Teacher, upon application, for the purpose of engaging in study (at an accredited college or university). Upon return from such leave, a Teacher shall be returned to the salary he/she was making at the time of the leave. A Teacher on such leave may choose to continue in the School Corporation's group medical, dental, and vision and/or term life insurance program(s) at the sole expense to the Teacher, provided such Teacher remits the full, total premium to the School Corporation's business office prior to the due date each month.
 - i. Any Teacher taking such study leave must notify the Office of the Superintendent, in writing, not later than April 1st prior to the leave.
14. PUBLIC OFFICE LEAVE. Leaves without pay shall be granted to serve in public office. Such leaves shall be granted annually and renewed annually for the length of the term of office. In addition, time shall be granted to a Teacher for the purpose of campaigning for any state public office. However, a Teacher on such leave may choose to continue in the School Corporation's group medical, dental, and vision and/or term life insurance program(s) at the sole expense to the Teacher, provided such Teacher remits the full, total premium to the School Corporation's business office prior to the due date each month
15. FMLA LEAVE. If leave is requested by a Teacher under any section provided in this Article for the Teacher's own serious health condition, the Teacher must use all of his accrued sick leave, personal leave or other forms of compensable time off in substitution for unpaid FMLA time. If leave is requested for any other FMLA-approved reason a Teacher must use all of his accrued personal leave or other compensable or noncompensable time off in substitution for the unpaid FMLA time. Any remaining FMLA leave time will then consist of unpaid leave.
 - i. Actions taken by the Administration to comply with the FMLA are authorized by this agreement and do not establish a practice for other purposes or in any way modify any attendance or work rules or their application to other Teachers.
16. LOBBYING. The President and/or designees of the Association shall be allowed to use a total of four (4) days with pay per school year for lobby leave. Said lobby leave days used shall not be deducted from the respective Teacher's sick leave days which will not count against eligibility for sick leave incentive. Said days will be used to lobby for educational purposes.
17. UNPAID ABSENCES. Deductions for Teachers for daily absences not covered by provisions in this Contract shall be made on a daily rate basis (annual school year salary divided by contracted days).

B. Insurance

1. **LIABILITY INSURANCE.** The Board, within the limits of law, agrees to maintain and keep in effect the present liability insurance policy in covering the Teachers.
2. **LIFE INSURANCE.** The Board shall provide, without cost to the Teacher, group term life insurance and group accidental death and dismemberment insurance as follows:

	AMOUNT AT AGE 70 OR ABOVE
\$75,000 + AD&D	\$37,500 + AD&D

3. **HEALTH INSURANCE.** The Board agrees to pay a portion of the cost of health insurance as stated in table H1 for each Teacher selecting individual or family coverage under the Tell City Troy Township School Corporation group health insurance plan. The corporation will provide a High Deductible healthcare plan for all employees as described in table H1.

Table H1		Total Monthly Premium	School Pays Monthly	*** Employee Monthly
HEALTH:				
HSA High Deductible	Single	\$710.64	\$641.46	\$69.18
\$3,000 Deductible	Employee & Spouse	\$1,344.50	\$1213.62	\$130.88
Anthem 8.6	Employee & Children	\$1,253.64	\$1131.60	\$122.04
	Family	\$1,860.44	\$1679.33	\$181.11

The board agrees to share a portion of any premium money refunded to the corporation. This money will be divided with the corporation receiving 65% of the total refund and staff members on the High Deductible Plan receiving 35% of the total refund. The staff portion of this refund will be divided equally between all staff members on the High Deductible plan, and deposited directly to the Corporation approved HSA account of employees. This refund may not be applied to premiums, and will not be dispersed to HSA's other than the corporation supported HSA. If the amount of refund is greater than the established Federal HSA contribution limits, the maximum amount will be credited to the employee. There will be no carryover of funds. Employees not on the High Deductible Plan do not qualify for a portion of this refund.

The Corporation agrees to maintain a health clinic for use by persons covered by the school health plan. The cost of the clinic will be deducted from the refund first. The amount remaining after paying for the clinic is the amount subject to disbursement to those staff members with an HSA.

Teachers on nonpaid leave for one (1) month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves within thirty (30) days of the billing date directly to the insurance company or companies; provided that the company or companies agree to accept direct payment.

Any Teacher who has at least three (3) years of service in the School Corporation who retires for disability reasons at age fifty-five (55) or older, may remain in the group hospitalization insurance program until age sixty-five (65) at his/her own expense.

The specifications for Comprehensive Major Medical Health Plan shall be those mutually agreed upon by the Board and the Association to be effective January 1, 2008. These insurance specifications by reference are made a part of this Master Contract as though they were expressly re-written, incorporated, and included herein. On January 1, 2014, the Medical Health Plan and related employee share will change, per the agreement of the Association and the Corporation on or prior to December 31, 2013.

Effective 2008-2009: Each Teacher who does not participate in the group health insurance plan shall receive One Thousand Dollars (\$1,000.00) per year (and shall annually have the opportunity to re-enroll to coincide with the anniversary date of group health insurance) to be deposited into a VEBA account. No teaching spouses in the Corporation shall be eligible for said benefit unless both opt out of coverage. VEBA payments of the One Thousand Dollars (\$1,000.00) shall be made in equal monthly installments.

In addition, should a Teacher from the Corporation have a qualifying event, said Teacher shall be able to enroll in the group health insurance plan effective immediately, even if said Teacher is not currently covered under the Corporation group health insurance plan. The same shall apply to retirees who are not participating in the group health insurance plan, but experience a qualifying event that would necessitate participation in the plan. This language shall be retroactive to existing retirees.

7. DENTAL INSURANCE. The dental insurance plan shall at least be equivalent to that provided during the 1999-2000 school year. The Board agrees to provide dental insurance and pay One Hundred Percent (100%) of the premium.
8. VISION CARE. The Board agrees to provide a vision care program with the Board agreeing to pay Seventy Percent (70%) of the premium.
9. LONG-TERM DISABILITY INSURANCE. The Board will provide fully paid long-term disability insurance coverage for Teachers as set out in EXHIBIT "A." Said coverage will match the benefits outlined in EXHIBIT "A" with the exception of how the Workers' Compensation Integration is accomplished. The parties agree that the insurance policy is part of this agreement and sets out all conditions for eligibility for coverage, conditions under which benefits will be paid, and the amount of said benefits.
10. INSURANCE GENERAL.
 - a. New Teachers shall be covered by all insurance provisions from the first day of the school year or on the first day of the following month, at the discretion of the teacher.

- b. Any change in insurance coverage(s) in any of the group insurance programs shall be mutually agreed to between the Association and the Board.

C. Retirement Benefits

1. SEVERANCE BENEFITS. The Board agrees to pay Two Hundred Fifteen Dollars (\$215.00) per year of approved service as a retirement benefit to those Teachers retiring from the school system, subject to the following conditions:
 - a. No Teacher retiring or leaving the system with less than ten (10) years of continuous service with the Board shall be eligible for severance benefits.
 - b. To be entitled to severance benefits each Teacher must reach age fifty (50), or retire for disability or health reasons as defined by the Indiana State Retirement Board.
 - c. Payment of these benefits shall be added to the terminal pay.
 - d. The retiring Teacher must notify the Superintendent in writing of the intended retirement three (3) months prior to the date of retirement. If a Teacher is forced to retire because of health or other personal emergency reasons, the three (3) month requirement shall be waived.
 - e. In the event a Teacher should die after notifying the Superintendent of his/her intention to retire and before receiving the benefits he/she was entitled to receive under this provision that said Teacher's spouse and/or children shall receive all the severance benefits said Teacher should have received had said Teacher not passed away and in the same manner had said Teacher not passed away.
 - f. In addition to the severance benefits spelled out above, the Board agrees to pay Fifteen Dollars (\$15.00) for each unused sick leave day accumulated above a base of thirty (30) days as of the Teacher's last day of employment to any Teacher taking regular retirement from the school system. Teachers may deposit the funds to a 403 (b) account.
2. **BRIDGE TO SOCIAL SECURITY INCENTIVE BUY-OUT**
 - a. **Effective Date:** The provisions in this Article shall be effective with respect to any Teacher who was employed by the Tell City-Troy Township School Corporation during the 2004-2005 school year and retiring on or after the 1st day of July, 2005. 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.
 - b. RETIREMENT SEVERANCE BENEFIT. An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the Teacher has otherwise satisfied the requirements and conditions described below.
 - c. GROUP HEALTH INSURANCE. Immediately following severance, the Teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of severance and thereafter:

- i. A Teacher who retires or is RIF'd from the Corporation shall remain on the insurance plan for five (5) months following the last day of the month in which the retirement or RIF took place. If a Teacher retires or severs employment at any time other than at the end of the school year, they may remain on the insurance plan for two (2) months.
- ii. While the retired Teacher and spouse, if any, remain enrolled in the health insurance plan, the retired Teacher and spouse shall pay the balance due on the insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
- iii. The Teacher has provided a written request to the School Corporation for continuing insurance coverage for the Teacher and spouse, if any.

When a retired Teacher first becomes eligible for Medicare, the Teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired Teacher's spouse first becomes eligible for Medicare. Therefore, following the Teacher's eligibility for Medicare, the Teacher's spouse shall be allowed to continue to participate in the Corporation's group health insurance plan for a maximum of eighteen (18) months.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible Teacher's right to continue health insurance for the Teacher and spouse, including if otherwise applicable, I.C. 20-28-9-20. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

3. 403(b) ANNUITY PLAN.

- a. Each Teacher may elect to make a salary reduction election and make tax deferred contributions, to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code. The Board shall forward salary reduction money to the appropriate vendor each month.
- b. The School Corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to 403(b) Plan. All local decisions regarding the administration of current and future 403(b) plans shall be made upon mutual agreement of the Association and the Board.

4. BUY-OUT OF RETIREMENT BENEFITS.

- a. ENTITLEMENT TO RETIREMENT BENEFITS AND VESTING REQUIREMENTS. Upon retirement from the Tell City-Troy Township School Corporation, a Teacher shall be fully vested in the retirement benefits described in this Article if the retiring Teacher has satisfied the vesting requirements as outlined in this agreement. Those vesting requirements include the following:
 - i. The retiring Teacher is at least fifty (50) years of age.

- ii. Immediately prior to retirement, the Teacher must have completed not less than seventeen (17) full years of service with at least ten (10) full years of service, including the last year of service as a professional educator with the Tell City-Troy Township School Corporation.
 - iii. The retiring Teacher must notify the Board of School Trustees of his/her intent to sever the employer/employee relationship, in writing, on or before March 1st of the year of the intended retirement. If a Teacher is forced to retire because of health reasons, the March 1st date may be waived at the discretion of the Board of School Trustees.
 - iv. A Teacher shall also be fully vested upon death.
5. ACTUARIAL DETERMINATION OF VALUE OF THE CURRENT RETIREMENT BRIDGE BENEFITS. The Nyhart Group has been selected to determine the present value of the unfunded retirement bridge benefits described in the prior agreement. In making this present value determination, the Nyhart Group shall use the following assumptions:
- a. The assumed interest rate for the purpose of determining the present value is Four Percent (4%) for the first three (3) years of this agreement and Seven and One-Half Percent (7.5%) 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-eight (58), or at the end of the current year if the individual is already age fifty-eight (58) or older. If an employee continues employment after the attainment of age fifty-eight (58), the employee does continue to receive all ongoing Board contributions to the 401(a).
 - c. The amount of the retirement bridge shall be capped at an annual benefit of Thirteen Thousand Three Hundred Seventy-Three Dollars (\$13,373.00); however, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-eight (58), or (b) satisfaction of the eligibility requirements of subsection C.2.
 - d. The maximum number of years included in the buy-out is five (5).
 - e. The present value of the future retirement bridge payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the retirement bridge had been paid directly to the employee.
 - f. The termination assumption is zero (0).
 - g. Employees hired after the 30th day of June, 2005, shall not be entitled to any payment for the eliminated retirement bridge benefits. In other words, no contribution shall be made for individuals hired or rehired on or after the 30th day of June, 2005.
 - 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. Any reduction in force shall not result in forfeiture until such time that the individual's right to recall has elapsed.

- i. The present value of the retirement bridge under the prior agreement based upon the assumptions included in this section shall be calculated, effective as of the date deposits will be made into individual accounts.
- 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 1st day of September, 2005: base salary, age, years of service, and accumulated sick leave. The Nyhart Group 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 on or before the 8th day of December, 2005 as final calculations will be prepared and the contributions hereinafter described will be commenced after such date. Corrections not returned to the Board until after the 8th day of December, 2005, shall be disregarded. 24

Using the above assumptions and the other assumptions contained on the buy-out spreadsheet, the Nyhart Group shall prepare the present value calculations assuming the actual dates deposits are made into individual accounts for each Teacher and the contributions described hereinafter will be made

1. BUY-OUT CONTRIBUTIONS.

(a) 401(a) PLAN. The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The total sum of the amount calculated by the Nyhart Group as the present value for the Bridge to Social Security Incentive for the value of a maximum of five (5) years of such payments shall be contributed by the School Corporation to the 401(a) Plan by the 17th day of January, 2006. The single investment vendor for the 401(a) plan shall be mutually agreed upon by the Board and the Association. 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 subsection C.2, 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 subsection C.2., the terminated employee's 401(a) Plan account shall be forfeited. The forfeited amounts shall be placed in a forfeiture account

controlled by the School Corporation. The School Corporation may use the funds in said forfeiture account to offset future contributions.

(iv) Following retirement and the satisfaction of the requirements set forth in subsection C.2., a retired employee may elect to commence distributions from his 401(a) Plan account. If an employee dies after having satisfied the requirements of subsection C.2., 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.

D. REMAINING YEARS OF BRIDGE BENEFIT.

In the event a Teacher retires and is eligible for an annual benefit for a greater number of years than five (5), said Teacher retiring under this section shall receive the remaining years of the Bridge payments [Twelve Thousand Three Hundred Fifty Dollars (\$12,350.00)/year after FICA reduction ÷ twelve (12)] paid on a monthly basis. Payments shall begin in June following the retiree's last year of employment and shall continue through May for each year's benefit for up to three (3) years. Such payments shall be made directly to a separate post-separation 403(b) for each Teacher. The vendor for the post-separation 403(b) Plan shall be mutually agreed upon by the Board and the Association.

E. SUPPLEMENTAL 401(a).

The Board agrees to supplement the retirement benefits of Teachers retiring under these provisions through the following:

1. The Board shall contribute an amount equal to One Percent (1%) of each qualifying Teacher's informational salary into a 401(a) each year the Teacher is employed by the Tell City-Troy Township School Corporation. The Board's contribution shall be submitted annually by September 30 of the contract year.

Any bargaining unit member shall also be One Hundred Percent (100%) vested upon death.

The organization administering the 401(a) and the single investment vendor shall be mutually agreed upon by the Board and the Association. Each bargaining unit member shall be vested at a rate of Twenty Percent (20%) per year and will therefore be fully vested upon the completion of his/her fifth year of continuous employment with the Tell City-Troy Township School Corporation. The forfeited amounts shall be placed in a forfeiture account controlled by the School Corporation. The School Corporation shall use the funds in said forfeiture account to fund future retirement obligations.

F. FUTURE ADJUSTMENTS.

The parties agree that this section, 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 Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this section shall not affect the retirement benefits of Teachers already receiving benefits pursuant to this section.

G. It is understood that Teachers retiring before age fifty-four (54) will be allowed to remain in the School Corporation insurance programs by paying the insurance premiums themselves to the School Corporation up until age fifty-four (54). It is also understood that any Teacher retiring under these provisions may continue on the group plan through the Tell City-Troy Township School Corporation by paying the premiums.

H. Bridge to Social Security benefits not including insurance benefits earned by a Teacher shall be payable upon the Teacher's death to the Teacher's designated beneficiary. If no beneficiary is assigned, benefits will be paid to the Teacher's spouse, dependents, or estate.

I. Each retiring Teacher shall receive a minimum of Three Thousand Dollars (\$3,000.00) of their Bridge to Social Security benefits by no later than June 30th of the last year of their employment.

J. All Teachers retiring from the School Corporation who are at least fifty-four (54) years of age as of their last day of employment will receive at the School Corporation's cost, not to exceed Three Thousand Dollars (\$3,000.00), single health, dental, and vision insurance plans for up to eight (8) years or until said Teacher is eligible for Medicare, whichever is less, without having to substitute teach.

It is understood that a Teacher who qualifies for the Bridge to Social Security will be allowed to remain in the School Corporation insurance programs by paying the insurance premiums themselves to the School Corporation up until age fifty-four (54) at which time the School Corporation will begin to pay, at the School Corporation's cost, not to exceed Two Thousand Dollars (\$2,000.00), the premium for the single health, dental, and vision insurance plans. It is also understood that any Teacher who elects to purchase family insurance plans will be able to do so by paying the difference between the cost of the family plans and the actual cost of the single insurance plans or Two Thousand Dollars (\$2,000.00), whichever is less.

Teachers may remain in the group life insurance program at their own expense upon taking retirement.

Upon the demise of any certified employee who has taken retirement or has notified the School Corporation in writing of an official intent to retire, the surviving spouse and eligible dependents shall be allowed to remain in the group insurance programs. The School Corporation shall allow participation with the spouse paying One Hundred Percent (100%) of the premiums for the selected health, dental and vision insurance plans until the earliest of one of the following occur:

- (a) The spouse becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et. seq.
- (b) The spouse becomes eligible for other medical coverage through an employer sponsored plan.
- (c) The employer terminates the health insurance program.
- (d) The date of the spouse's remarriage.
- (e) Ten (10) years of participation following the death of the Teacher.

K. PAYMENT FOR UNUSED SICK LEAVE DAYS.

It is understood that a Teacher taking the Bridge to Social Security benefits shall also receive the Fifteen Dollars (\$15.00) for each unused sick leave day accumulated above a base of thirty (30) days as of the Teacher's last day of employment. This benefit shall be paid to the retiree's post-separation 403(b) account no later than June 30th of the Teacher's last year of employment.

NEW RETIREMENT PLAN

A. ELIGIBILITY.

This Article applies only to Teachers not employed by the Board of Trustees of the Tell City-Troy Township School Corporation during or before the 2004-2005 school year.

B. Effective with the 2005-2006 school year, the School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The Board agrees to contribute annually into each individual's separate 401(a) account an amount equal to One Percent (1%) of the teacher's salary for employees hired after June 30, 2005. The Board shall make equal monthly contributions throughout the school year, and will complete its contributions on or before August 1st of each succeeding school year.

C. 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. The single investment vendor for the 401(a) Plan shall be mutually agreed upon by the Board and the Association. Each bargaining unit member shall be vested at a rate of Twenty Percent (20%) per year and will therefore be fully vested upon the completion of his/her fifth year of continuous employment with the Tell City-Troy Township School Corporation. The forfeited amounts shall be placed in a forfeiture account controlled by the School Corporation. The School Corporation shall use the funds in said forfeiture account to fund future retirement obligations. Each bargaining unit member shall also be One Hundred Percent (100%) vested upon death.

D. The School Corporation shall contribute to a Voluntary Employees' Beneficiary Association ("VEBA") as described in section 501(c)(9) of the Code. The Board agrees to contribute annually into each individual's separate VEBA account an amount equal to One Hundred Fifty Dollars (\$150.00) for employees hired after June 30, 2005. The Board shall make contributions annually by September 30 of the contract year, and will complete its contributions on or before August 1st of each succeeding year.

E. 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 VEBA Plan. The single investment vendor for the VEBA Plan shall be mutually agreed upon by the Board and the Association. Each bargaining unit member shall be vested at a rate of Twenty Percent (20%) per year and will therefore be fully vested upon the completion of his/her fifth year of continuous employment with the Tell City-Troy Township School Corporation. The forfeited amounts shall be placed in a forfeiture account controlled by the School Corporation. The School Corporation shall use the funds in said forfeiture account to fund future retirement obligations. Each bargaining unit member shall also be One Hundred Percent (100%) vested upon death.

F. Upon the demise of any certified employee who has taken retirement or has notified the School Corporation in writing of an official intent to retire, the surviving spouse and eligible dependents shall be allowed to remain in the group insurance programs. The School Corporation shall allow participation with the spouse paying One Hundred Percent (100%) of the premiums for the selected health, dental and vision insurance plans until the earliest of one of the following occur:

- (a) The spouse becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et. seq.
- (b) The spouse becomes eligible for other medical coverage through an employer sponsored plan.
- (c) The employer terminates the health insurance program.
- (d) The date of the spouse's remarriage.
- (e) Ten (10) years of participation following the death of the Teacher.

D. Other Permissible Wage/Salary Related Fringe Benefits

1. SICK LEAVE STIPEND- Teachers who do not use any of their sick leave days during the school year shall receive Two Hundred Twenty-Five Dollars (\$225.00) additional pay no later than the first payday in July of each year; however, if the Teacher chooses to accept the stipend, only ten (10) days accumulate. [The Board is buying back three (3) days.] Teachers who use one-half (1/2) to two (2) sick leave days during the school year shall receive One Hundred Dollars (\$100.00) additional pay no later than the first payday in July of each year; however, if the Teacher chooses to accept the stipend, one (1) less sick day accumulates. [The Board is buying back one (1) day.]
2. PERSONAL LEAVE STIPEND- Teachers who do not use any of their personal leave days during the school year shall receive One Hundred Dollars (\$100.00) stipend no later than the first payday in July of each year; however, if a Teacher chooses to accept this stipend one (1) less personal leave day accumulates. [The Board is buying back one (1) day.] Teachers who use one-half (1/2) to one (1) personal leave day during the school year shall receive Fifty Dollars (\$50.00) stipend no later than the first payday in July of each year. [There is no Board buy-back]
3. SECTION 125- Phase I of Section 125 shall be provided to all Teachers who so desire to participate at no cost to the Teachers or to the School Corporation.
4. SECTION 125, GENERATION II- Section 125, Generation II benefits shall be provided to all Teachers who desire to participate.

Article IV - Grievance Procedure

A. DEFINITION.

A grievance is an alleged violation or claimed misinterpretation of a specific Article or section of this agreement.

B. PROCEDURE

1. Within ten (10) Contract days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance orally to the building Principal during a mutually agreed upon time. Within three (3) Contract days after presentation of grievance, the building Principal shall orally answer the grievant.
2. Within twenty (20) Contract 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 Administration, which form shall be supplied at the grievant's request. The grievance shall:
 - a. name the employee involved,
 - b. state the facts giving rise to the grievance
 - c. identify the specific provisions of this Agreement alleged to be violated,
 - d. state the contention of the grievant with respect to the grievance, and
 - e. indicate the specific relief requested.

Within five (5) Contract days after receiving the written grievance, the Principal shall communicate his answer in writing to the grievant.

3. If the grievance is not resolved in STEP TWO, the grievant may, within five (5) Contract days of receipt of 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 the answer of the Principal, with the Office of the Superintendent, which shall receipt therefor.
 - a. Within ten (10) Contract days from the receipt of the grievance, the Superintendent or his designated representative, who shall be someone other than the building Principal to whom the grievance was originally presented, shall meet with the grievant in an attempt to resolve the grievance.
 - b. The Superintendent, or his designated representative, shall give the grievant an answer in writing no later than twenty (20) Contract days after the meeting provided in paragraph B. above.
4. Within twenty (20) Contract days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. The Board shall hold a hearing on the grievance at a regular or special meeting which shall not be later than the next regular meeting unless the appeal to the Board is made within twenty (20) days of the next regular meeting. The Board shall render its decision in writing to the grievant within twenty (20) Contract days from the date of hearing.
 - a. The Board may not consider any material or allegations not presented in STEP THREE.

C. RECORDS.

Upon request of the aggrieved Teacher or the Association the Board will provide information which it may have in its records, relevant to the grievance, and reasonably necessary for the aggrieved Teacher or the Association in order to process the grievance.

D. TIME LIMIT EXTENSION.

The time limits enumerated in the foregoing grievance procedure may be extended only by written mutual Agreement of the Board and the grievant, or their designated representatives.

E. GRIEVANT'S OPTION FOR ASSISTANCE.

At each step of the grievance procedure, the grievant may present his grievance with or without the assistance of the Association.

F. OBSERVER AT STEP FOUR.

At the hearing held by the Board at STEP FOUR of the grievance procedure, the Association may have one (1) authorized representative present as an observer only and who shall not participate in such proceedings unless requested by the grievant or the Board.

G. NO UNDUE PUBLICITY.

The parties agree that no undue publicity shall be given concerning grievances filed pursuant to these procedures and the disposition thereof.

Article V - CBA Term & Ratification Section

TERM OF AGREEMENT

This Contract shall be effective **November 13, 2018 - June 30, 2019**

NOTICES

Whenever any notice is required to be given by either of the parties to this Contract to the other party, either party shall do so by certified letter with return receipt requested at the following addresses:

If by the Association to the Board,
contact:

Superintendent of Schools
Tell City Troy Township School
Corporation.

If by the Board to the Association,
contact:

President
Tell City Troy Township Classroom
Teachers Association.

THIS CONTRACT is made and entered into at Tell City, Indiana this 13th day of November 2018, by and between the Board of School Trustees of the Tell City Troy Township School Corporation, County of Perry, State of Indiana, heretofore referred to as the "Board," and the Tell City Troy Township Classroom Teachers' Association, heretofore referred to as the "Association."

THIS CONTRACT is so attested to by the parties whose signatures appear below.

BOARD OF SCHOOL TRUSTEES TELL
CITY-TROY SCHOOL CORPORATION

TELL CITY-TROY TOWNSHIP
TOWNSHIP CLASSROOM
TEACHERS' ASSOCIATION

President

President

Chairman, Negotiating Team

Chief Negotiator of Association

APPENDIX

NOTE: In addition to the basic salary provided in APPENDIX A, the Board shall also pay the Indiana State Teachers' Retirement Fund (ISTRF) an additional Three Percent (3%) of each Teacher's salary as that Teacher's contribution to the ISTRF.

APPENDIX A TELL CITY-TROY TOWNSHIP SCHOOL CORPORATION EXTRA DUTY PAY SCHEDULE

	Duty	
1	Senior Sponsor (2)	676
2	Junior Sponsor (2)	899
3	Yearbook Sponsor – High School (2)	1,799
4	Yearbook Sponsor – Jr. High School (2)	764
5	Yearbook Sponsor – Elementary (2)	627
6	CTE Coordinator	714
7	Tech Ed. Maintenance – pay each	764
8	National Honor Society Sponsor (2)	676
9	Drama Club/Coach High School 1 Act Play	650
10	WTE Student Council	422
11	Pep Club Sponsor: (2)	299
12	Foreign Language Club Sponsor (2)	519
13	VICA, DECA, HOSA and OEA	627
14	High School Student Council Sponsor	844
15	Jr. High School Student Council Sponsor	436
16	High School Academic Coach Coordinator	572
17	Computer Coordinator JSHS	954
18	Computer Coordinator WTE	954
19	Supervision JSHS (Gym AM)	866
20	Supervision JSHS (Gym AM)	866
21	Supervision JSHS (Cafe AM)	866
22	Supervision JSHS (Bus PM)	866
23	Supervision JSHS (Student Lot PM)	866
24	Supervision WTE (Gym AM)	866
25	Supervision WTE (Gym AM)	866
26	Supervision WTE (Cafe AM)	866

27	Supervision WTE (Bus PM)	866
28	Spell Bowl Coach WTE	572
29	Math Bowl Coach WTE	572
30	Jr. High School Academic Coach	572
31	Elementary High Ability Coordinator	1,850
32	High School High Ability Coordinator (one extra plan period or stipend)	1,850
33	Renaissance Coordinator (2)	764
34	School Improvement Committee WTE	1,090
35	School Improvement Committee JSHS	1,090
36	K-2 Media Club Advisor	546
37	3-5 Media Club Advisor	546
38	Key Club Sponsor	559
39	Science Bowl Coach WTE	559
40	Jr. High School Academic Coach: Math	572
41	Jr. High School Academic Coach: E/LA	572
42	Jr. High School Academic Coach: Science	572
43	Jr. High School Academic Coach: Social Studies	572
44	High School Academic Coach: Math	572
45	High School Academic Coaches: E/LA	572
46	High School Academic Coaches: Science	572
47	High School Academic Coaches: Fine Arts	572
48	High School Academic Coaches: Social Studies	572
49	Band Assistants: Guard	250
50	Band Assistants: Percussion	250
51	Band Assistants: Brass	250
52	Band Assistants: Drill Sets	250
53	Director of CNA Program	\$3000

* The number of positions is for informational purposes only. The number of positions is not subject to bargaining.

NOTE: In addition to the basic extra-curricular salary provided in APPENDIX A, the Board shall also pay the Indiana State Teachers' Retirement Fund (ISTRF) an additional Three Percent (3%) of each Teacher's extra-curricular salary as that Teacher's contribution to the ISTRF.