

2016-2017  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
DECATUR COUNTY EDUCATION ASSOCIATION  
AND  
BOARD OF SCHOOL TRUSTEES OF  
DECATUR COUNTY COMMUNITY SCHOOLS

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## ARTICLE I

### RECOGNITION

The School Employer recognizes the Decatur County Education Association as the exclusive representative of the certificated school employees in the following bargaining unit.

All contracted certificated school employees as defined by the law governing the collective bargaining of public school teachers, excluding the following positions:

1. Superintendent, Assistant Superintendent, Director of Learning, Principals, Assistant Principals, Athletic Directors, and Substitute Teachers.

## ARTICLE II

### DEFINITIONS

As used in this Contract:

1. "School employer" means the Board of the School Trustees of Decatur County Community Schools and any person(s) authorized to act for said body in dealing with its employees.
2. "School corporation" means the Decatur County Community Schools located in Decatur County, in the State of Indiana.
3. "Certificated school employees" and "teacher(s)", means the certificated personnel employed by the school employer in the bargaining unit as defined in Article I of this Contract.
4. "School employee organization" means any organization which has said certificated school employees as members and whose primary purpose is representing said certificated school employees in dealing with the school employer, and includes any person or persons authorized to act on behalf of such organization.
5. "Association" means the Decatur County Education Association which is certified or recognized as the exclusive representative of certificated school employees or the person(s) duly authorized to act on behalf of the Decatur County Education Association.

## ARTICLE III

### LEAVES OF ABSENCES

#### CHAPTER 1. PERSONAL LEAVE

Each full-time teacher employed under regular contract shall be entitled to receive three (3) days of absence per year without loss of pay for the transaction of personal business or the conduct of personal or civic affairs. If in any one year the teacher shall be absent for reasons covered in this provision for fewer than three (3) days, the remaining day(s) shall be accumulated for personal leave and each teacher may accumulate not more than five (5) days of personal leave. Thereafter, unused allowed days for personal leave shall be transferred to the teacher's accumulated sick leave.

Prior to the absence, the teacher shall submit to the school's principal a written statement describing the reason and necessity for the absence. "Personal Business" may be given as the reason for said absence. In the event of an emergency, when prior notification is impossible, the teacher shall notify the principal of the absence orally, and then submit a written statement describing the reason and the necessity for the absence within one (1) day after the absence for personal leave has occurred.

A record, which may be a copy of the most current teacher's service record, shall be kept by the school corporation as to the following personal leave matters:

- (a) Days of personal leave accumulated prior to year of contract;
- (b) Days of personal leave earned for contract year;
- (c) Dates of absences charged against leave;
- (d) Days of accumulated personal leave at the end of year of contract; and
- (e) Days of personal leave transferred to accumulated sick leave.

#### CHAPTER 2. SICK LEAVE

Each full-time teacher employed under regular contract shall be entitled to be absent from work because of personal illness for a total of ten (10) days each year without loss of compensation. If in any one (1) school year, the teacher shall be absent from such illness less than the prescribed number of days, the remaining days shall be accumulated to a total of one hundred and ninety-five (195) days. Any teacher employed for only a portion of the school year shall be entitled to a proportionate number of days of sick leave and accordingly the unused days will be accumulated proportionately.

In the event any teacher shall have accumulated one or more days of sick leave in another school corporation of this State and shall thereafter be employed in the Decatur County Community Schools, there shall be added for the first year and each year thereafter of such employment up to three (3) days of sick leave until the number of accumulated days by the teacher at the last place of employment shall have been exhausted. In the case of questionable illness, the Office of Superintendent may request verification or a physician's statement documenting that the cause of the absence was illness or quarantine. In the case of a prolonged absence a physician's approval may be required before the teacher returns to the classroom. The school employer reserves the right to question any illness

and to approve any physician selected. In the event a second doctor's certification is required by the employer, the employer will pay for the second certification.

### CHAPTER 3. FAMILY ILLNESS LEAVE

Legally accumulated sick leave may be used in the event of an illness or accident involving an immediate member of the family. "Immediate Family" shall include father, mother, guardian, grandparent, grandchild, brother, sister, wife, husband, child, father-in-law, mother-in-law, daughter-in-law, son-in-law, and or any other relative living in the teacher's household at the time of the illness shall be considered a member of the immediate family.

Any teacher who seeks to utilize accumulated sick leave for immediate family shall do so in the following manner:

1. A teacher may use eight (8) days of accumulated sick leave on account of illness or accident of any member of the immediate family as previously described, without prior approval. The Office of the Superintendent may request verification of the illness or accident involving the immediate member of the family.
2. If the teacher seeks to use more than eight (8) days of accumulated sick leave for an illness or accident involving an immediate member of the family, then such teacher shall submit the request for such absence in writing and designate the number of days for which the teacher is requesting absence. The Office of the Superintendent shall have final authority in ruling upon such requests. If ten (10) or more days are requested by the teacher for absence due to illness or accident involving an immediate member of the family, then the Superintendent may, at his discretion, present such request to the Board of School Trustees for final determination.

### CHAPTER 4. BEREAVEMENT LEAVE

In the case of death in the immediate family of a regularly employed teacher, the teacher is entitled to be absent without loss of compensation for a period extending not more than five (5) school days beyond such death, three (3) of which days shall be consecutive and shall be taken immediately after such death, for the purpose of attending the last burial rites and attending the other personal matters of the immediate family members, provided however, that said burial rites occur while said teacher is performing duties as assigned by the school employer under a valid teacher's contract; and further that such burial rites do not occur during the time when said teacher is absent from assigned duties due to vacation, leave of absence, or sick leave which may have been previously granted or approved by the school employer. (Christmas break and Spring break shall be counted as school days for purposes of the three (3) day period immediately following the death.)

"Immediate Family", for this section, shall be defined as father, mother, legal guardian, brother, sister, husband, wife, child, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, and daughter-in-law. Any other relative who at the time of death was living as a member of the teacher's household will be considered as a member of the immediate family.

In the case of the death of a spouse's grandparent, brother-in-law, or sister-in-law not living in the household of the teacher, the teacher is entitled to be absent three (3) consecutive school days without loss of compensation.

In the case of the death of a first cousin, the teacher is entitled to be absent one (1) day without loss of compensation. In the event the place of burial 250 miles or more from Greensburg, Indiana, then the teacher is entitled to be absent two (2) days without loss of compensation for travel and funeral attendance purposes. In the case of the death of an uncle, aunt, niece or nephew, not living in the household of the teacher, the teacher is entitled to be absent two (2) days without loss of compensation for travel and funeral attendance purposes. To be entitled to absence with pay such teacher shall attend in person the last burial rites of the stated family member not living in the household of said teacher, and further, said burial rites shall occur while teacher is performing duties as assigned by the school employer under a valid teacher's contract, and further said burial rites do not occur during the time when said teacher is absent from assigned duties due to vacation or leaves of absence or sick leaves which may have been previously granted or approved by the school employer.

In the case of the death of a fellow teacher within the teacher's assigned school, the teacher may be absent for the purposes of attending the funeral services, without loss of compensation if such absence has received the approval of the Office of the Superintendent.

## CHAPTER 5. LEAVE FOR PREGNANT TEACHERS

In accordance with Indiana law, any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she can fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

(a) Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if, except in a medical emergency, she notifies the Superintendent at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of the expected length of this leave and include with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this Section, immediately upon her request and certification of the emergency from an attending physician. The teacher shall notify the Superintendent in writing of a requested date of return to service following the leave. The first day of return to service following the leave shall be one which is mutually agreed to in writing between the teacher and the Superintendent.

(b) All or any portion of leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave.

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 teacher's regular teaching duties.

## CHAPTER 6. EMPLOYMENT INJURY LEAVE

Any personal injury arising out of and in the course of the teacher's employment shall result in no loss of salary for the maximum period of sixty (60) days after such injury, provided that:



1. A teacher acting in an official capacity during contracted times who is attacked or injured by a student, parent or intruder shall be awarded up to an additional ten (10) sick days for use prior to exhausting their personal and sick leave days
2. For injuries not defined in paragraph 1, the teacher first exhausts all personal and sick leave days.
3. The injury results in disablement preventing such teacher from performing the normal duties required of said teacher;
4. The teacher shall qualify for, request and receive worker compensation benefits;
5. The teacher receipts an amount of money equal to such benefits into the corporation's general fund; and
6. The teacher may not be required to receipt any of such benefits into the corporation's general fund if the teacher does not during such period of disablement receive sick leave benefits from the employer.

Upon receipt of such money into the general fund, and in the event the disability continues for more than twenty-one (21) days, then such disabled teacher shall receive his regular salary for the first seven (7) calendar days of the disability. As a condition of payment, the employer reserves the right to require the teacher to provide the Board with satisfactory medical evidence from a physical examination conducted by a physician licensed in the State of Indiana, and who is approved for such purpose by the employer.

## CHAPTER 7. PROFESSIONAL LEAVE

In the event the teacher and employer agree that professional leave is an appropriate activity and will not hinder the effective operation of a school, classroom, or other activity, professional leave may be granted by the employer to a teacher for purposes and activities approved by the employer, such as but not limited to:

1. Attending or participating in professional education meetings, workshops, seminars or conferences sponsored by industry, professional associations, colleges, universities, or government agencies, provided that such matters shall solely involve public school education matters as they relate to the teaching duties of such teachers; and
2. Visitation to other school corporations or educational institutions for the purpose of observing instructional techniques or other instructionally oriented programs that relate to the teaching duties of such teacher.

Any such leave request shall be submitted to the Board in a timely manner pursuant to its rules. Further, any of such requests so granted, shall be granted with pay. Each teacher may be granted two (2) days per year for these activities set forth in subsection "1" above which are Board approval conferences or seminars; provided in no event is a teacher entitled to more than two (2) days of professional leave per year. Additional time may be granted by the Board at its sole discretion in the event it determines such leave is necessary for the efficient and effective operation of the Corporation. Such leave shall be subject to certification and verification that such activity was undertaken, all as the Board may prescribe by its rules.

This chapter shall not prohibit payment of salary and/or expenses to a teacher to attend a meeting, conference, or other activity that the employer may require a teacher to undertake as part of the teacher's job assignment. This provision shall not be construed as to require such job assignment or payment thereof.

#### CHAPTER 8. JURY DUTY LEAVE

A teacher called for grand or petit jury duty shall, during the required period of absence from assigned duty by the school employer, be paid full regular salary less the total amount of per diem allowance earned by such teacher for jury duty.

#### CHAPTER 9. COURT LEAVE

In the event a teacher is subpoenaed, by a parent of a current or former student assigned to a teacher, to appear in any child custody court proceeding, or is subpoenaed by the parent or guardian of a student as a result of the teacher's activities in the course of his employment by the Board, he shall be granted a leave of absence with pay for the necessary period of absence.

#### CHAPTER 10. ASSOCIATION LOBBYING LEAVE

One day's leave each year shall be granted two teachers appointed by the DCEA President to participate in lobbying the Indiana General Assembly. However, this day will be granted only if the designated teachers make an appointment with the Superintendent of Schools prior to the leave day in order to discuss topics of mutual interest before the legislature.

## CHAPTER 11. GENERAL PROVISIONS APPLICABLE TO LEAVES OF ABSENCE

The following general provisions shall apply to leaves of absence provided for by this Agreement:

1. If the teacher (a) fails to notify the Office of Superintendent, at least thirty (30) days prior to the expiration of a leave, that he/she intends to return to employment; or (b) provides notice and fails to return to employment the first assigned duty day of the next ensuing school year from the date of termination of the leave; or (c) fails to accept an offered position for which he/she is qualified, the teacher shall be deemed to have resigned and the obligation of the School Corporation to provide a position for the teacher will cease.
2. In all cases the school employer reserves the right to require an examination by a school employer appointed physician(s) to determine the physical fitness to return to employment and resume the full performance of the duties and responsibilities to which the teacher may be assigned.
3. During leaves the teacher may, at the teacher's own expense, maintain coverage in any group insurance program provided in this Agreement by paying the total premium prior to the date such premium is due and payable.
4. Teachers shall have the right to both the appropriate family and medical leave and the appropriate designated benefits provided by the Family Medical Leave Act ("FMLA"). Any provision of this contract which restricts mandatory leave and/or mandatory benefit(s) of the FMLA will not have any effect for any teacher who has a right to a leave and/or benefit under the Act. The School Corporation may require a teacher to verify and/or certify any information which an employer may require under the FMLA and it may further elect any option available to it under the FMLA for any leave or benefit for which a teacher qualifies under the FMLA but for which the teacher is not entitled under the specific language of this contract.

## ARTICLE IV

### SALARY REGULATIONS

#### CHAPTER 1. SALARY REQUIREMENTS

- A. The Teacher's Compensation Model for the 2016-17 school year is set forth in Appendix 'A', which is attached hereto and incorporated herein along with the salary schedules referred to therein.
- B. The Extra-Duty Schedule for teachers for the 2016-17 school year is set forth in Appendix 'B', which is attached hereto and incorporated herein.
- C. The amounts contained in (1) the compensation model herein contained in Appendix A , (2) the extra duty pay schedule herein contained in Appendix B , (3) to the extent allowed by law, the retirement pay herein contained in Article VI, Paragraph 4, and (4) to the extent allowed by law, the early retirement pay herein contained in Article VI, Paragraph 6 include three percent (3.00%) of said amounts to be paid directly to the Indiana State Teachers Retirement Fund by the school employer on behalf of each affected teacher for payment of the teacher's share of such retirement contribution. Thus, the individual teacher's contract for each affected teacher shall be written for the amount of compensation payable which is less the said three percent (3.00%).
- D. Teachers shall have three (3) pay options, as follows:
  - 1. Twenty-six (26) equal pays with the first check paid pursuant to a payroll schedule established by the employer and in compliance with G, below, and each fourteen (14) days thereafter
  - 2. Twenty-two (22) equal pays with the first check paid pursuant to a payroll schedule established by the employer, and in compliance with G, below, and each fourteen (14) days thereafter. The corporation shall retain any amount charged to payroll deductions permitted by the contract and continue disbursements in the appropriate manner. Provided, that in the event this would cause the employer to pay a teacher for work not performed during the first pay period, or any other pay period, the first check shall be adjusted and prorated to prevent such advance payment and other twenty-one (21) pays will be equal.
  - 3. Twenty-two (22) pays paid on a twenty-six (26) pay basis with the first check paid pursuant to a payroll schedule established by the employer and in compliance with G, below, and each fourteen (14) days thereafter with the twenty-second (22nd) check containing the balance due the teacher. The corporation shall retain any amount charged to the payroll deductions permitted by the contract and continue disbursements in the appropriate manner.
- E. In order for a teacher to get either option, D(2) or D(3), they must notify the Superintendent of their preference prior to July 1st, before the beginning of the school year in which they want the option. Such notice shall be continuous from year to year unless revoked in writing before July 1. A new teacher hired after July

1st shall elect such option in writing at the time the teacher signs his/her regular teacher's contract.

- F. Notwithstanding any other provisions of this Article, teachers will only be paid for days worked previous to receipt of the paycheck.
- G. The first pay under any of the above pay options shall not occur more than ten (10) teacher working days after the beginning of the school year, however, notwithstanding any other provisions of the Article, beginning in January, 2016, there shall be no more than 26 pays per calendar year. When an extra pay would fall in a calendar year, a one week adjustment will occur between contracts.
- H. A teacher required to attend a corporation sponsored athletic event and supervise students at such event will be paid the sum of Fifteen Dollars (\$15.00) for each such event so supervised that occurs after the teacher's regular work day. This payment shall be issued at the end of the athletic season and processed as a direct deposit as part of the teachers' regular pay. Certified staff will have first choice for the athletic event supervision pay, provided that teachers will have forty-eight (48) hours to sign up after such listing has been posted.
- I. Money received under the Performance Award Grant will be distributed per State guidelines. This was not bargained; for informational purposes only.
- J. The Superintendent will place new hires on the Compensation Model at the level equivalent to the individual's last contracted base salary. The Superintendent will be given unilateral discretion to approve a one-time signing bonus of \$750 to new hires in hard to fill positions.
- K. Those newly hired teachers with prior active military experience shall be credited one year experience on the Compensation model for every year of prior active military experience up to a total of three (3) years. No more than three (3) years shall be granted for prior active military experience.
- L. A teacher supervising Friday Night Detention shall be paid a flat rate of Seventy-five Dollars (\$75.00) for 12 students or less.
- M. Compensation for additional hours funded by grants in those instances where the school corporation is the recipient of such grants and for which teachers are required to work or attend in-service programs beyond normal school hours shall be set at thirty dollars (\$30) per hour.

## CHAPTER 2 PAYMENT

Payroll shall be made by direct deposit to a financial institution chosen by the teacher.

## ARTICLE V

### INSURANCE

#### CHAPTER 1. MEDICAL INSURANCE

An amount not exceeding that amount specified below will be paid by the school employer towards the cost of hospital, surgical, and medical-care type insurance for each full-time teacher employed under regular contract and enrolled in the school corporation's group medical insurance plan, with the regular teacher paying not less than One Dollar (\$1.00) per year. The board shall contribute \$347.65 per month for single coverage in any of the health insurance plan options available. The board shall contribute \$835.45 per month for family coverage in any of the health insurance plan options available. In the event both a teacher and spouse were employed as full-time teachers by the school corporation on August 1, 2014, all but One Dollar (\$1.00) will be paid by the school employer for the cost of the employee family coverage plan. No additional married teachers will receive this payment unless they were married to each other on or before August 1, 2014 and both employed by the school employer on August 1, 2014. Teachers currently on staff will be permitted to change from health insurance plans effective October 1, 2014, and annually effective on January 1 thereafter. After that date, each teacher will remain in the plan elected by the teacher until the next available change date. Teachers may only enroll or change from the single or family plan within the plan options available with the occurrence of a HIPAA qualifying event. A retired teacher may participate, at his own cost, in the medical insurance program pursuant to Article VI of this Agreement.

#### CHAPTER 2. LIFE INSURANCE

The employer will contribute all but One Dollar (\$1.00) of the premium cost for a Seventy Thousand Dollar (\$70,000) Term Life Insurance Plan. All teachers shall be required to participate in this plan. To the extent permitted by the insurance carrier, this policy shall be convertible to ordinary life insurance upon termination of employment in the corporation or upon application of the teacher to the insurance carrier with said teacher paying the additional amount for the conversion.

#### CHAPTER 3. LONG-TERM DISABILITY

The Board shall contribute Two Hundred Twenty-Five Dollars (\$225.00) for a Long-Term Disability plan with a ninety (90) day elimination period and cost of living escalator, providing an insurance company will underwrite such plan. The teacher shall contribute at least One Dollar (\$1.00) to the cost of the premium.

#### CHAPTER 4. DENTAL

The Board will contribute forty percent (40%) towards a teacher's paid dental receipts if the receipts are allowed dental costs under the corporation's direct dental reimbursement plan for receipts dated after October 1, 2014.

## CHAPTER 5. I.R.S. SECTION 125

A teacher may participate in this school corporation's flexible benefits plan. Such plan shall be solely determined and adopted by the Board under the provisions of Section 125 of the Internal Revenue Service Code. The plan will provide for the employee share of group insurance premiums. The individual teachers who elect to participate in the plan shall be responsible for payment of any monthly costs incurred thereafter

## CHAPTER 6. VISION INSURANCE

The Board will contribute forty percent (40%) of the first \$750 of a teacher's paid vision receipts if the receipts are allowed vision costs under the corporation's direct vision reimbursement plan for receipts dated after October 1, 2014.

## ARTICLE VI

### RETIREMENT PAY

An individual who is employed as a bargaining unit member at the time of retirement from employment will be eligible for retirement benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

Retirement pay shall be provided to a certified retiring teacher according to the following requirements and provisions:

1. Unused accumulated sick leave days and payment for years of service in this school corporation will be paid upon retirement as stipulated below, provided that the retiring teacher has reached the age of 55 years and has at least ten (10) years of teaching experience in the school corporation;
2. That said teacher shall notify the Office of Superintendent of intent to retire not later than June 1st in the school year prior to the date of retirement, provided however, that said notification date shall be waived in case of retirement due to mental or physical disability if evidence of such disability is submitted to the Office of Superintendent. A teacher may rescind his/her retirement notification letter up to December 1st of the school year of retirement. Further, the Board, at its discretion, may waive this notification requirement for any reason, if so requested by the retiring teacher;
3. Permanent retirement must be evidenced by an appropriately filed application for retirement benefits to the Indiana State Teachers Retirement Fund Board;
4. Payment will be part of said teacher's last pay check based upon the accumulated sick leave total as of the last day of the last school year of employment and upon the number of years of teaching experience in this school corporation, as follows:
  - A. Accumulated Sick Leave -- \$65.00 per day.
  - B. Each year of teaching service in this school corporation -- \$75.00.
5. Said total additional retirement pay under this provision shall not, however, exceed the total sum of Fourteen Thousand Five Hundred Dollars (\$14,500.00).
6. The benefits provided by this Article shall be paid to the teacher's designated beneficiary in the event the teacher dies prior to receiving said benefits; provided however that the teacher had properly qualified for these benefits prior to the time of his or her death.
7. Group Health Insurance

Immediately following retirement, the teacher, spouse, and eligible dependents, if any, shall have the option of remaining in the Corporation's group health insurance plan if all of the following conditions are met as of the date of retirement and thereafter:

- A. The teacher was enrolled in the Corporation's group health insurance



plan during the school year immediately before severance;

- B. While the retired teacher, spouse, and eligible dependents, if any, remain enrolled in the health insurance plan, the retired teacher, spouse, and eligible dependents shall pay the entire insurance premium applicable to the insurance coverage, with the payments to be made at least quarterly by the thirtieth (30th) day of each month in September, December, March, and June.
- C. Ninety (90) days prior to the severance date, the teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher, spouse, and eligible dependents, 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.) 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, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

#### 8. 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 monthly.
- B. The school corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to 403(b) Plan.

#### 9. Buy Out of Retirement Benefits

- A. Elimination of Prior Agreement's Retirement Bridge and Severance Benefit.

The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and the Association now confirm that Article VI, 7, "Social Security Bridge Payment" and paragraph 8 in the Agreement immediately before this agreement's effective date are terminated and shall not apply to any teacher retiring or severing employment with the school corporation on or after this effective date, except as otherwise specifically provided in this Article. Those teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement, but as may be otherwise

revised from time to time. Retirement benefits computed under former paragraphs 7 and 8 of Article VI were extinguished and funded by agreement of the parties in a Memorandum of Agreement dated June 15, 2004. A copy of the Memorandum of Agreement which terminated the former retirement plan is attached to this contract as an Appendix. Teachers eligible for a buyout of retirement benefits were those with more than five (5) full years of experience with Decatur County School Corporation on January 1, 2002. The parties subsequently changed this eligibility date to include all teachers with five (5) full years of experience with Decatur County School Corporation on February 1, 2004. Teachers ineligible for buyout were those not meeting that minimum for employment. Employees not eligible for the buyout shall be limited to the 401(a) savings plan and any other accounts established in the future. In addition, such ineligible employees are not entitled to the severance provisions of paragraphs 1 thru 6 above.

After the severance amount has been determined in accordance with paragraphs 4 and 5, two thousand dollars (\$2,000) shall be deducted and paid in cash to the eligible teacher as part of the eligible teacher's final pay. The balance of the severance amount shall be deposited into the teacher's 401(a) and VEBA accounts according to the following proportion: seventy percent (70%) into the teacher's 401(a) account and thirty percent (30%) into the teacher's VEBA account.

**B. Entitlement to Retirement Benefits and Vesting Requirements**

Upon retirement from the Decatur County School Corporation, a teacher shall be fully vested in the retirement benefits described in this Section 9 if the retiring teacher has satisfied the following requirements:

- (1) In the year (September 1 through August 31) of the teacher's retirement, the retiring teacher must satisfy the following:
  - a. Be at least fifty-five (55) years of age
  - b. Have at least ten (10) years of teaching experience in the school corporation.
  - c. The teacher shall notify the Superintendent of the intent to retire not later than June 1st in the school year prior to the date of retirement, provided however, that said notification date shall be waived in case of retirement due to mental or physical disability if evidence of such disability is submitted to the Office of the Superintendent. A teacher may rescind his/her retirement notification letter up to December 1st of the school year of retirement. Further, the Board, at its discretion, may waive this notification requirement for any reason, if so requested by the retiring teacher.
  - d. Full benefits provided by this Article shall be paid to the teacher's designated beneficiary in the event the teacher dies prior to receiving the full benefits; provided however the teacher had properly qualified according to (a) and (b) of this section prior to the time of death.

C. Vesting

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.

D. Buy-out Contributions

Employees eligible for the retirement bridge buy-out shall have the computed buy-out amounts deposited into VEBA and 401(a) plans as established by the Memorandum of Agreement between the parties of June 15, 2004.

E. Future Adjustments

The parties agree that 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 shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

10. Retirement Savings 401(a) Annuity Plan

- A. The Board shall contribute seventy percent (70%) annually of 0.005 (.5%) of the teacher's base salary to a sheltered retirement plan for those teachers eligible for the retirement buy-out. For bargaining unit members excluded from receiving the retirement buy-out contribution the Board shall contribute seventy percent (70%) of .015 (1.5%) of the teacher's base salary. The Board will contribute an additional fifty dollars (\$50.00) if matched by the unit member.
- B. The amounts contributed to the Board established sheltered retirement plan and any appreciation shall vest when the employee has at least three (3) years of teaching experience in the school corporation. Should the employee's service with this school corporation terminate for any reason before vesting, all Board contributions and appreciation in the sheltered retirement plan financed by the Board shall revert to a holding account to offset Board contributions.
- C. At the time of retirement and in lieu of the benefit defined in Article VI, Retirement Pay, paragraphs 4 and 5, the Board will contribute to buy out eligible employees the amounts calculated in paragraphs 4 and 5 minus 7.65% to a sheltered retirement plan established for the employee. Post retirement 403(b).
- D. Upon retirement, the face value of all contributions and appreciation in both the Board's amount and the Board's matching amount plus a two (2%) assumed interest rate on the amounts shall offset the amount owed in Article VI, 4 and 5. The retirement plans established herein shall be valued at the last day of contracted service for the eligible employee.

- E. Once contributions are made by the Board, and according to the vesting schedule above in Section 10B, all assets of the account become the property of the employee, and in the event of the employee's death, the employee's designated beneficiary, or estate, if no beneficiary exists.

11. VEBA Account

- A. The school corporation shall establish a VEBA account for each individual employee. Once retired, an employee may use VEBA monies to pay health insurance premiums, life insurance premiums, long term care premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Each employee may determine how his or her account shall be invested among the investment options made available by the VEBA vendor.
  
- B. The Board shall contribute thirty percent (30%) annually of 0.005 (.5%) of the teacher's base salary to a sheltered retirement plan for those teachers eligible for the retirement buy-out. For bargaining unit members excluded from receiving the retirement buy-out contribution, the Board shall contribute thirty percent (30%) of 0.15 (1.5%) of the teacher's base salary.
  
- C. The amounts contributed herein shall vest when the employee has completed three (3) years of teaching experience in the school corporation. Should the employee's service terminate, all contributions and interest shall be credited against subsequent Board contributions and distributed as determined by the VEBA vendor. If the reason for termination is reduction in force, the employee's account shall remain in force until rights to recall have expired.
  
- D. Following the death of an employee who had otherwise satisfied the vesting schedule in C above, any amounts accumulated or remaining in the deceased employee's VEBA account may be or continue to be used to pay medically related 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 dependents.
  
- E. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

## ARTICLE VII

### GRIEVANCE PROCEDURE

This Grievance procedure, hereinafter referred to as "Procedure", stipulates the conditions under the procedures by which grievances alleged by certain certificated school employees as defined in this Contract shall be processed. If any such grievances arise there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following grievance procedures:

#### Section A (DEFINITIONS)

As used in this Procedure:

1. "Grievance" means, and shall be limited to, an alleged violation, misinterpretation or misapplication of an express Article or Section of this written contract, except that portion of Article VIII specifically exempted from this Procedure.
2. "Superintendent" means the chief administrative officer of the school corporation, or any person(s) designated by him to act in his behalf in dealing with school employees.
3. "Grievant" means a teacher(s), or the Association, directly affected by the alleged violation.
4. "Day" means school employer assigned duty day of the teacher(s) which occurs during the term of a teacher's individual contract, provided, however, that at all other times, "day" means week day.

#### Section B (STRUCTURE)

1. Either party is entitled to representation at all levels of the Procedure provided, however, seventy-two (72) hours notice shall be given if a person other than a teacher or administrator is to be present.

#### SUB-CHAPTER 1. INFORMAL GRIEVANCE

Within ten (10) days of the time the grievant first knew, or should have known, of the act or condition upon which it is based, the grievant must present the grievance to his principal or immediate supervisor, or their designee, by meeting with him individually in an informal manner during non-teaching hours. Upon the grievant's request, the principal must establish a meeting within three (3) days of the grievant's request for the meeting. If the grievant fails to so meet and discuss the alleged grievance as provided herein, then the grievant shall be prevented from filing said alleged grievance at any formal grievance level(s). Within seven (7) days after the meeting and presentation of the grievance, the principal or immediate supervisor, or their designee, shall give his answer in writing to the grievant.

#### SUB-CHAPTER 2. FORMAL GRIEVANCE

### LEVEL ONE (1) GRIEVANCE.

Within five (5) days of the written answer, or within twelve (12) days after presentation of the grievance at the informal level, if no written answer has been rendered, or if the grievance is not resolved, it must be filed by the grievant with the principal or immediate supervisor, or their designee, in writing, signed by the grievant, on the appropriate grievance form as set forth in Appendix "C". The written grievance shall identify the certificated school employee(s) involved, shall state the facts giving rise to the grievance, shall identify by specific reference all express Articles or Sections of this contract alleged to have been violated, shall state the contention of the grievant with respect to the provision(s) of said Articles or Sections, and shall indicate the relief requested.

Within seven (7) days after receiving the written grievance, the principal or supervisor, or their designee, shall communicate the answer in writing to the grievant.

### LEVEL TWO (2) GRIEVANCE.

In the event that the grievance is not resolved at Level One (1), or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two (2) provided said appeal is filed with the Superintendent within ten (10) days of the receipt of the written answer at Level One (1) or within the seventeen (17) days after the presentation of the grievance at Level One (1) if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted. The grievant(s) shall submit the written claim, signed by him, to the Superintendent of Schools. Within ten (10) days from the receipt of the grievance the Superintendent shall render a written decision to the grievant as to the resolution of the grievance. An additional fourteen (14) days beyond the ten (10) days shall be allowed if the Superintendent determines further investigation is necessary.

### LEVEL THREE (3) GRIEVANCE - ARBITRATION.

1. In the event the grievance is not resolved at Level Two (2), or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to arbitration after filing a written notice ten (10) days prior to submitting said grievance to arbitration. Said submission shall be to the American Arbitration Association.
2. The selection of the arbitrator and the rules which govern the arbitration proceedings shall be in accordance with the rules of the American Arbitration Association, provided however, that panels of not less than nine (9) arbitrators shall be submitted to the parties, and further provided the parties shall have the right to require submission of not more than three (3) panels.
3. The decision of the arbitrator shall be binding upon the parties subject to the provisions of this Article.
4. The arbitrator's jurisdiction shall be strictly limited to rendering an opinion regarding a grievance as defined hereinabove. The arbitrator shall have no power or authority to, directly or indirectly, amend, alter, add to, subtract from, or supplement the provisions of this Agreement, nor allow his judgment to, in any way, infringe on the rights of management provided by law or under this Agreement. The arbitrator shall be bound by and comply with all Indiana law and Federal law. The arbitrator shall

be limited to the remedy requested in the grievance, and said remedy shall be necessary to the enforcement of this Agreement.

5. The parties may submit more than one (1) grievance at the same arbitration hearing if they agree in writing in advance to do so.
6. The arbitrator may consider relevant past practice and custom as an aid in interpreting clearly ambiguous or vague contract language. However, in no event may past practice or custom, not based or dependent upon an express provision of this Agreement, be considered binding upon the employer unless it has been placed in writing and signed by both parties.
7. The expenses and fees of the arbitrator shall be shared equally by the parties.
8. Within fifteen (15) days of written application for an American Arbitration Association arbitrator, the Association may request a pre-arbitration conference (similar to a pre-trial conference) to be held within fifteen (15) days of said request unless mutually extended. At said conference, the parties shall be afforded full discovery, exchange witness lists and documentary evidence.
9. The number of days indicated at each level shall be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and the school employer.

### SUB-CHAPTER 3. MISCELLANEOUS GRIEVANCE PROVISIONS.

1. Decisions rendered at Formal Level One (1), Formal Level Two (2), and Formal Level Three (3) of this Procedure shall be in writing.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
3. All necessary forms for grievance procedures set forth in this Procedure shall be provided by the Superintendent.
4. Failure at any level of this Procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said time limits be extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level of said grievance or shall be deemed resolved by the school employer's answer at the previous level and therefore abandoned.
5. Any hearing at the Informal Level and at Formal Level One (1), Formal Level Two (2) and Formal Level Three (3), shall be held during non-teaching hours unless otherwise directed by the school employer.
6. No certificated school employee shall use this procedure to appeal any decision by the school employer or administration if such decision is applicable to a state or federal regulatory commission or agency.
7. Certificated school employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with this contract. Compliance with such

directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance. If a certificated school employee believes a verbal directive to be in conflict with this contract, he/she may submit a written statement listing the section of the contract allegedly being violated and may then request that the verbal directive be put in writing.

8. Any grievance which arose prior to the ratification date of this Contract shall not be processed.
9. This procedure supersedes and cancels all previous grievance policies, or procedures, verbal or written, or based on alleged past practices or procedures, and constitutes the entire procedures for the processing of grievances.



ARTICLE VIII  
SICK LEAVE BANK

Section 1. Establishment and Effective Date. A sick leave bank shall be established effective as of August 15, 1991.

Section 2. Eligibility. All certified school employees included in the bargaining unit of teachers as set forth in Article I of this Agreement shall be eligible to participate in this sick leave bank.

Section 3. Election to Participate. Any such eligible teacher may, within ten days after date of hire or within ten (10) days after the execution of this Agreement, elect to participate in the sick leave bank by filing with the Superintendent of Schools a fully executed "Election to Participate in Sick Leave Bank Form."

Section 4. Intent of Bank. It is the intent of the sick leave bank to provide a bridge of benefits between the time a teacher exhausts a teacher's personal sick leave benefits and the time that the corporation's long term disability policy benefits begin. It is the further intent that this policy shall apply to serious long term illness, surgery, or serious temporary disability.

Section 5. Waiting Period. Before receiving any benefits from this sick leave bank, a teacher must undergo a loss of pay for ten (10) days immediately after a teacher exhausts all the sick leave and personal leave to which he or she is entitled.

Section 6. How To Request Benefits. In order to request sick leave bank benefits, a teacher must complete fully and execute the "Request for Sick Leave Bank Benefits" and submit this to the Superintendent of Schools. This application must include:

- (a) a physician's certificate stating the nature of the illness, surgery or injury;
- (b) an affirmation from the physician affirming that the teacher is disabled and unable to work, and the expected length of such disability; and
- (c) all other matters requested by such application.

Section 7. Independent Medical Exam. The School Corporation shall have the right to require the teacher to submit to an independent medical examination conducted by a licensed physician and shall pay the cost of such examination.

Section 8. Committee Decision. A Sick Leave Bank Committee shall be formed and shall be comprised of five (5) members. Two (2) teachers shall be appointed by the Decatur County Education Association and two (2) persons shall be appointed by the Board. The board shall choose the fifth member of the sick leave bank committee, beginning with the 2001-2002 school year. Thereafter, the appointment of the fifth (5th) member of the Committee shall alternate annually between the Decatur County Education Association and the Board. This Committee shall rule on all requests for sick leave bank days. In order to award days, not less than THREE members of the Committee shall vote in favor of the award of the requested days. The Committee shall comply with all Indiana and federal laws applicable to employee benefits.

Section 9. Sick Leave Bank Committee's Authority. The Sick Leave Bank Committee shall

have the authority to establish any necessary rules and procedures to carry out the intent

Section 10. Limited Application. This chapter shall never, in whole or in part, be subject to the grievance procedure set forth in Article XIV of this Agreement.

Section 11. Statement. A statement listing the number of sick leave bank days available shall be provided to the President of the Decatur County Education Association at the beginning of each school year, provided the President makes a written request for such a statement no later than September 15.

## ARTICLE IX

### EMERGENCY CARE LEAVE BANK

Section 1. Establishment and Effective Date. An emergency care leave bank shall be established effective as of October 1, 2015.

Section 2. Eligibility. All certified school employees included in the bargaining unit of teachers as set forth in Article I of this Agreement shall be eligible to participate in this emergency care leave bank.

Section 3. Election to Participate. Any such eligible teacher may, within ten days after date of hire or within ten (10) days after the execution of this Agreement, elect to participate in the Emergency Care Leave bank by filing with the Superintendent of Schools a fully executed "Election to Participate in Emergency Care Leave Bank Form."

Section 4. Intent of Bank. It is the intent of the emergency care leave bank to provide time for a teacher who needs leave for emergency care for immediate family as defined in Article III Chapter 3.

Section 5. Waiting Period. Before receiving any benefits from this emergency care leave bank, a teacher must undergo a loss of pay for ten (10) days immediately after a teacher exhausts all the sick leave and personal leave to which he or she is entitled.

Section 6. How To Request Benefits. In order to request emergency care leave benefits, a teacher must complete fully and execute the "Request for Emergency Care Leave Bank Benefits" and submit this to the Superintendent of Schools. This application must include a physician's certificate stating the nature of the illness, surgery or injury.

Section 7. Committee Decision. A Sick Leave Bank Committee shall govern the Emergency Care Leave Committee. (See Article VIII, Section 8, 9 and 10 of Sick Leave Bank.)

Section 8. Statement. A statement listing the number of emergency care leave bank days available shall be provided to the President of the Decatur County Education Association at the beginning of each school year, provided the President makes a written request for such a statement no later than September 15.

## ARTICLE X

### GENERAL TERMS AND PROVISIONS

This contract shall be in full force and effect from August 1, 2016 and end June 30, 2017.

This Contract supersedes and cancels all previous contracts or agreements, verbal or written or based on alleged past practices, between the school employer and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by the parties hereto.

If any Article or Section of this Contract, or of any rider thereto, shall be held invalid by operation of law or by judicial determination, or if compliance with or enforcement of any Article or Section shall be restrained by judicial decision pending a final determination as to its validity, the remainder of this Contract, or any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

All bargainable issues have been discussed during the bargaining leading to this Contract, and no additional bargaining on said issues will be conducted on any item, whether contained herein or not, during the life of this Contract, unless the parties, by supplemental written agreement hereto, agree to conduct additional bargaining on said issues.

Notwithstanding this provision, for any new bargaining unit extra duty position that the employer creates during the term of this Agreement, the employer would be required to bargain the wages paid to a member of the bargaining unit for such position.

IN WITNESS WHEREOF, the representatives of the respective parties have hereunto signed and executed this Agreement this 24th Day of September, 2016.

BOARD OF SCHOOL TRUSTEES  
OF THE DECATUR COUNTY  
COMMUNITY SCHOOLS

DECATUR COUNTY  
EDUCATION ASSOCIATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Vice President

By: \_\_\_\_\_  
Spokesperson

By: \_\_\_\_\_  
Spokesperson

## **APPENDIX “A” COMPENSATION MODEL**

Under IC 20-28-11.5, a teacher rated ineffective or improvement necessary may not receive any raise or increment for the following year and they do not get placed on the new salary schedule (Exhibit “A”) and instead remain at their prior year’s salary except those who are eligible per I.C. 20-28-9-1.5(d). The amount that would otherwise have been allocated for the salary increase of teachers rated Ineffective or Improvement Necessary shall be allocated for compensation to teachers rated Effective or Highly Effective. The Superintendent will place new hires on the Compensation Model at the level equivalent to the individual’s last contracted base salary. The Salary Range for 2015-2016 contract is \$34,665.70 - \$61,340.77. The Salary Range for the 2016-2017 contract is \$34,665.70 - \$62,379.70.

**1. Requirements to make a column change.** For a teacher to make a column change within the salary schedule, the teacher must have: (a) newly attained the additional degree/hours in their content area per I.C. 20-28-9-1.5, required to make the column change, and (b) performed at least one leadership activity from the list set forth below during the preceding school year, and (c) not received an evaluation rating of ineffective or needs improvement for the preceding school year. The additional degree/hours attainment, if earned, will account for 33% of the teacher’s salary increase and the remaining 67% of the teacher’s salary increase, if any, shall be attributable to the teacher meeting the leadership and evaluation requirements.

**2. Requirements to move down one (1) row within the same column.** If the teacher is not eligible for a column change due to the lack of attaining an additional degree or education hours in their content area then the teacher may move down one (1) row in his/her current column if (a) the teacher does not receive an evaluation rating of ineffective or needs improvement for the preceding year and (b) the teacher performed at least one leadership activity from the list set forth below during the preceding school year.

**Leadership.** To meet the leadership criteria to earn a salary increase under either paragraph 1 or paragraph 2 above, a teacher must participate in at least one of the following leadership activities during the preceding school year:

∞ National Board Certification

- ∞ Unpaid building level committee participation that has been pre-approved by the teacher's building principal.\*
- ∞ Unpaid Corporation level committee participation that has been pre-approved by the Superintendent.\*
- ∞ Unpaid State level committee participation that has been pre-approved by the Superintendent.\*
- ∞ Leadership work within School Corporation initiatives that has been pre-approved by both the Superintendent and the teacher's building principal.\*
- ∞ 15 documented PGPs that are not tied to education degree or credit hours.
- ∞ Leadership through collaboration meetings with pre-approval of the teacher's building principal.\*
- ∞ Teaching an Advanced Placement (AP) course.
- ∞ Teaching a dual credit course.
- ∞ Serving as a new teacher mentor with pre-approval from the teacher's building principal.\*
- ∞ Serving on a school improvement team committee.
- ∞ Serving on the Corporation school improvement steering committee.
- ∞ The teacher is an unpaid club sponsor for a school club that has been pre-approved by the teacher's building principal.\*
- ∞ The teacher is a professional development trainer in a professional development activity that has been pre-approved by the teacher's building principal.\*
- ∞ The teacher supervises student teacher(s) with pre-approval from the teacher's building principal.
- ∞ The teacher gets an additional subject endorsement on his/her license.

*\*A teacher requesting pre-approval from the designated administrator will do so by sending an e-mail to the administrator. The administrator will then respond to the teacher's pre-approval request via e-mail.*

**3.** The parties agree that no movement within the compensation model is guaranteed in any given year. Any movement within the compensation model/salary schedule or any increases in salary shall be subject to bargaining each contract.

## Appendix A

### Compensation Model Wages 2016-2017

Row	Bachelors	Bachelors +18 hrs	Masters	Masters + 15 hrs	Masters + 30 hrs
A	\$34,665.70	\$34,878.55	\$36,819.86	\$37,252.47	\$37,469.27
B	\$35,275.68	\$35,488.54	\$37,857.53	\$38,290.14	\$38,506.93
C	\$35,883.70	\$36,096.55	\$38,891.25	\$39,325.83	\$39,541.64
D	\$36,490.73	\$36,705.55	\$39,930.89	\$40,364.48	\$40,582.26
E	\$37,095.79	\$37,308.64	\$40,970.52	\$41,405.10	\$41,620.91
F	\$37,705.77	\$37,917.64	\$42,009.17	\$42,441.78	\$42,658.58
G	\$38,314.77	\$38,527.63	\$43,046.84	\$43,479.45	\$43,696.24
H	\$38,920.82	\$39,133.67	\$44,082.53	\$44,517.11	\$44,732.92
I	\$39,527.84	\$39,740.70	\$45,118.23	\$45,550.83	\$45,767.63
J	\$40,135.86	\$40,347.73	\$46,158.85	\$46,591.46	\$46,809.24
K	\$40,742.89	\$40,956.73	\$47,196.51	\$47,629.12	\$47,847.89
L	\$41,351.89	\$41,563.76	\$48,235.17	\$48,667.77	\$48,884.57
M	\$41,958.92	\$42,172.76	\$49,271.84	\$49,704.45	\$49,922.23
N	\$42,563.98	\$42,777.82	\$50,308.52	\$50,742.12	\$50,957.93
O	\$43,171.99	\$43,385.83	\$51,350.13	\$51,782.74	\$51,998.55
P	\$43,781.98	\$43,994.83	\$52,386.81	\$52,818.43	\$53,035.23
Q	\$44,389.00	\$44,600.87	\$53,422.50	\$53,856.10	\$54,071.91
R	\$44,996.03	\$45,208.89	\$54,461.16	\$54,892.78	\$55,108.59
S	\$45,603.06	\$45,815.92	\$55,499.81	\$55,932.41	\$56,149.21
T	\$46,210.09	\$46,423.93	\$56,536.49	\$56,969.09	\$57,186.87
U	\$46,819.09	\$47,032.93	\$57,576.12	\$58,008.73	\$58,224.54
V	\$47,424.15	\$47,639.96	\$58,611.82	\$59,047.38	\$59,263.19
W	\$48,029.21	\$48,246.99	\$59,647.52	\$60,086.03	\$60,301.84
X	\$48,633.98	\$48,853.39	\$60,683.49	\$61,125.24	\$61,340.77
Y	\$49,238.75	\$49,459.79	\$61,719.46	\$62,164.45	\$62,379.70



## Appendix "B"

### Extra-Curricular Activity Pay Scale

	2016-17 Stipend	ISTRF	Contract
<b>1. Basketball</b>			
Varsity	\$ 6,488	\$ 194.64	\$ 6,293.36
Assistant	\$ 4,640	\$ 139.20	\$ 4,500.80
Ninth (Boys)	\$ 3,868	\$ 116.04	\$ 3,751.96
Ninth (Girls)	\$ 3,088	\$ 92.64	\$ 2,995.36
Eighth	\$ 2,474	\$ 74.22	\$ 2,399.78
Seventh	\$ 2,474	\$ 74.22	\$ 2,399.78
Elementary	\$ 1,546	\$ 46.38	\$ 1,499.62
<b>2. Football</b>			
Varsity	\$ 6,488	\$ 194.64	\$ 6,293.36
Assistant	\$ 4,640	\$ 139.20	\$ 4,500.80
Eighth	\$ 2,474	\$ 74.22	\$ 2,399.78
Seventh	\$ 2,474	\$ 74.22	\$ 2,399.78
Two (2) Junior High coaches for up to 44 participants; one additional if more than 44 participants. Number of participants will be determined no later than the fifth day of school			
<b>3. Cross Country</b>			
Varsity	\$ 2,474	\$ 74.22	\$ 2,399.78
Junior High	\$ 1,546	\$ 46.38	\$ 1,499.62
<b>4. Track</b>			
Varsity	\$ 2,474	\$ 74.22	\$ 2,399.78
Assistant	\$ 1,546	\$ 46.38	\$ 1,499.62
Junior High	\$ 1,546	\$ 46.38	\$ 1,499.62
<b>5. Baseball</b>			
Varsity	\$ 3,088	\$ 92.64	\$ 2,995.36
Assistant	\$ 2,167	\$ 65.01	\$ 2,101.99
Softball	\$ 3,088	\$ 92.64	\$ 2,995.36
Assistant	\$ 2,167	\$ 65.01	\$ 2,101.99
<b>6. Golf</b>			
Varsity	\$ 2,474	\$ 74.22	\$ 2,399.78
Junior High	\$ 1,546	\$ 46.38	\$ 1,499.62

7. Volleyball						
Varsity	\$	3,120	\$	93.60	\$	3,026.40
Assistant	\$	2,167	\$	65.01	\$	2,101.99
Ninth (girls)	\$	1,270	\$	38.10	\$	1,231.90
Junior High (7th)	\$	1,270	\$	38.10	\$	1,231.90
Junior High (8th)	\$	1,270	\$	38.10	\$	1,231.90
8. Pom Pon	\$	1,546	\$	46.38	\$	1,499.62
9. Drama (If two sponsors at NDHS and/or SDHS, stipend will be split equally.)	\$	1,546	\$	46.38	\$	1,499.62
10. Cheerleading						
High School	\$	1,546	\$	46.38	\$	1,499.62
Junior High	\$	625	\$	18.75	\$	606.25
Elementary	\$	625	\$	18.75	\$	606.25
11. Yearbook	\$	1,546	\$	46.38	\$	1,499.62
12. Class Sponsor						
Senior (2)	\$	625	\$	18.75	\$	606.25
Junior (2)	\$	625	\$	18.75	\$	606.25
13. Choral	\$	1,856	\$	55.68	\$	1,800.32
14. Band	\$	1,856	\$	55.68	\$	1,800.32
15. Newspaper Sponsor	\$	1,235	\$	37.05	\$	1,197.95
16. Academic Team Sponsor	\$	602	\$	18.06	\$	583.94
17. High School Academic Team Coaches	\$	602	\$	18.06	\$	583.94
(\$583.94 per coach up to six coaches)						
18. Junior High Academic Team Coaches	\$	360	\$	10.80	\$	349.20
(\$349.20 per coach up to 4 coaches)						

19. H.S. Spell Bowl Sponsor	\$	518	\$	15.54	\$	502.46
20. Spell Bowl Elem./Junior High	\$	518	\$	15.54	\$	502.46
21. Split Prep (Any teacher traveling during the day between No. and So. during their prep period.)	\$	1,824	\$	54.72	\$	1,769.28
22. FCCLA	\$	625	\$	18.75	\$	606.25
23. Summer Band	\$	1,500	\$	45.00	\$	1,455.00

**Wherever the number of positions is noted above, that is for informational purposes only, as that was not bargained.**

APPENDIX C  
GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_

Decatur County Community Schools

Distribution of Form

1. Superintendent
2. Building Principal/or Manager in Quadruplicate
3. Association
4. Grievant

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GRIEVANCE REPORT

STEP ONE

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

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2. Specific Provision of the Agreement Violated \_\_\_\_\_

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3. Relief Requested \_\_\_\_\_

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\_\_\_\_\_ Date \_\_\_\_\_ Signature of Grievant \_\_\_\_\_ Building

C. Disposition by Building Principal or Manager \_\_\_\_\_

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Date

Signature of Building  
Principal/Manager

D. Position of Grievant and/or Association

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Date

Signature

If additional space is needed in  
reporting Sections B-1 & 2 of Step 1,  
attach an additional sheet

(NOTE:Continued on the following page)

STEP TWO

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

STEP THREE

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

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\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date of Decision