

AGREEMENT
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
OF THE
DELPHI COMMUNITY SCHOOL CORPORATION
AND
THE DELPHI CLASSROOM TEACHERS ASSOCIATION

2017-2019

THIS AGREEMENT ENTERED INTO THIS 19th DAY OF October 2017, BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE DELPHI COMMUNITY SCHOOL CORPORATION, HEREINAFTER CALLED THE "BOARD", AND THE DELPHI CLASSROOM TEACHERS ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

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BARGAINING UNIT AND SCOPE OF AGREEMENT

- A. Recognition Clause & Bargaining Unit. The Board recognizes the Delphi Classroom Teachers Association as the exclusive representative of all teachers in the Delphi Community School Corporation (hereinafter referred to as the “School Corporation”).

It is hereby agreed that the bargaining unit shall be comprised of all classroom teachers, department chairs, instructional coaches and media specialists.

- B. Amendment. The parties agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties here to which may be altered, changed, added to, deleted from, or modified only through an amendment executed in writing by each of the parties here to.
- C. Conflicting Contracts. Any individual contract between the Board and an individual teacher, whether executed here to fore or in the future, shall be subject to and made subject to and consistent with the terms and provisions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- D. No Waiver. The Association does not waive any possible future right to negotiation subjects mandated by further amendments to or enactments of collective bargaining statutes.
- E. If any provision of this Agreement is held contrary to law, then the parties will negotiate over that provision to the extent necessary to be in compliance with law; provided that the remaining terms of this Agreement shall continue in full force according to their terms.

ARTICLE I
Compensation and Benefits

Compensation Model. The parties Compensation Model is attached in Appendix A. Compensation for new teachers is attached in Appendix A

- A. Performance Award. State provided performance award monies distributed to the school corporation for teachers is only for certified teachers returning for the following school year. Retirees and teachers leaving the corporation are not eligible for these funds and the distribution amounts are not bargainable.
- B. Compensation. *Certified staff that do not complete 120 days of paid services will not be eligible for additional compensation.*

New teachers shall be employed by the Board of Education and their base salary shall be determined as set forth in Appendix A which is attached to and incorporated in this agreement.

For the 2017 – 2018 school year, the total sum of \$91,000 shall be provided by the board for payment distribution to teachers that qualify under the school compensation model set forth in Appendix A. Each teacher's portion shall be paid during the 2017 – 2018 school year and added to their base pay.

For the 2018 – 2019 school year, the total sum \$91,000 shall be provided by the board for payment distribution to teachers that qualify under the school compensation model set forth in Appendix A as a one time stipend.

The board shall pay the teachers portion of the Teacher's Retirement Fund (TRF) contribution.

- C. Negotiated Extracurricular Paid Activities. The pay for certain negotiated extracurricular activities during the term of this Agreement shall be as set forth in APPENDIX B attached here to and made a part hereof. The parties understand that the provisions of this paragraph in no way limit the payment for and establishment of other extracurricular activities not designated in APPENDIX B, and the Board has the right to hire, promote, assign, transfer, retain, or remove any person from any or to any position for which additional compensation is paid. Such rights shall be exercised consistently with the corporation's duty to bargain. Teachers employed in qualified extracurricular positions shall receive compensation at the conclusion of the activity. The compensation shall be one lump sum payment in a separate payroll check. Teachers in 12 month positions may have their compensation spread over the 26 pays. Extracurricular stipends shall not be divided into less than 50% of the total salary for that position.
- D. Execution of Addendum to Regular Contract. Any addendum to a teacher's regular contract for any activity designated in APPENDIX A shall be executed at the time of execution of such teacher's regular contract.
- E. Car Allowance. A teacher who is not provided with a car by the School Corporation and who is authorized by a designee of the Board, in writing, to use his own automobile in

pursuance of assigned school duties, shall be reimbursed at the maximum IRS allowable rate. Teachers who are assigned to more than one building and who must travel between buildings during the school day shall be paid this car allowance.

- F. Military Service. Credit shall be given for each year of military service up to a maximum of four (4) years.
- G. Payment of Salary and Pay days. Basic salaries for teachers shall be paid in twenty-six (26) equal payments by a direct deposit. Pay days shall continue on every other Friday throughout the year. The Board shall furnish a list of pay dates prior to the start of the school year. Teachers have the option of receiving summer pay in a single payment on the second payroll date following the conclusion of the academic year if requested in writing to the Superintendent's office prior to March 1 of each year. A teacher selecting this option will receive pay in equal installments of one twenty-sixth (1/26) of his or her annual salary with the balance of the contract paid on the second payroll date following the conclusion of the academic year.
- H. Liability Protection. The Board shall continue in force throughout the term of this Agreement the existing liability insurance policy that the Board has. Such insurance policy includes coverage for teachers who transport students in such teacher's personal automobile, provided however, such transportation must have been authorized in writing prior to its occurrence by the superintendent or his designee.
- I. Payroll Deductions. The School Corporation agrees to withhold from the salary of any teacher an amount of money specified by such teacher for any insurance program, savings program or tax sheltered annuity program in which at least ten (10) teachers are participating, and to pay such withheld sums along with the sums withheld for similar purposes from the salaries of other teachers to the appropriate institution providing the insurance program, savings program, or tax deferred annuity program, subject to the following conditions:
1. It is understood that the deduction need not be specifically designated on the teacher's payroll check but may appear on the teacher's payroll check as a miscellaneous deduction.
 2. The School Corporation shall at the time of any withholding pursuant to this provision, have on file from the requesting teacher a current payroll deduction authorization which conforms to the requirements of state law.
 3. The School Corporation shall be obligated only to pay the total sum withheld for all teachers under this section to the appropriate institution in one lump payment for each deduction period.
 4. The School Corporation shall be obligated to make specified withholding for any teacher no sooner than three weeks after the School Corporation receives the appropriate payroll deduction authorization or authorization change. Should any teacher desire that a deduction in which he/she has previously authorized be halted, such teacher shall give the School Corporation at least three weeks'

notice.

5. Deductions shall be made under any teacher's valid authorization, from each payroll check for such teacher which follows the three week phasing-in period and in equal amounts from each check.
 6. Teachers will be furnished with a written and detailed explanation of deductions that have been withheld as miscellaneous deductions.
- J. Employment of teachers. For teachers newly hired after the effective date of the agreement, credit for salary purposes only, will be granted in accordance with state statute.

ARTICLE II Fringe Benefits

Procedures:

Part Time Teacher – The board may hire teachers on a part time basis. Any teacher employed by the board on less than a full time basis (1 FTE) shall receive salary on a prorated basis in proportion to the percentage of one full time equivalent (1 FTE) for which the teacher is employed.

Teacher must be contracted for a minimum of .66 FTE to be eligible for insurance benefits including life, long term disability and health insurance. The board's contribution toward the cost of the insurance programs for which part time teachers are eligible shall be prorated to the percentage of one full time equivalent (1 FTE) for which the part time teacher is employed.

Example: A part time teacher hired on a .75 FTE contract receives .75 of the salary compensation amount and a board contribution toward insurance plans of .75 of the amount the board provides to a full time (1 FTE) teacher. A part time teacher hired on a .50 FTE contract would receive .50 of the salary compensation amount and the board would not contribute toward the insurance plan because the part time teacher would not be eligible through the insurance provider.

Deductions for a teacher daily absence not covered by leave provisions shall be prorated based on the number of contract days.

A. Health Insurance.

Beginning January 1, 2018, the board's contribution to the cost of teacher health insurance premiums of \$6,600 for single plans and \$14,300 for family plans, and shall continue unchanged through December 31, 2018.

Beginning January 1, 2019, ALL staff will convert to the PPO Opt. 2 or 3, HSA Plan. The board's contribution to the cost of teacher health insurance premiums of \$5,800 for single plans plus addition \$1,000 to the teacher HSA and up to 2% of the rate increase in the insurance premium and \$13,000 for family plans, plus addition \$1,500 to the teacher HSA and up to 2% of the rate increase in the insurance premium and shall continue unchanged through December 31, 2019.

All teacher participants shall pay not less than one dollar per year for the health insurance coverage they elect. Should the board contribution for a high deductible healthcare plan exceed the premium the board shall contribute the difference into a health savings plan. Coverage begins the first day of the month after initial hire date. The corporation will review on a case by case basis whether it will continue to pay the corporation portion of health care costs while an employee is on unpaid leave.

- B. Insurance Refunds. In the event of any refunds by insurance companies of premiums paid by a teacher on a teacher related policy, such refund shall either be paid to the teacher who paid the premiums on a pro-rata basis or be applied to adjusted future premium payments on such insurance plan.
- C. Group Life Insurance. The School Corporation agrees to obtain \$50,000 group term life insurance for all teachers (who work a minimum of 30 hours per week) with double indemnity in the event of accidental death. The insurance shall be payable to the teacher's designated beneficiary. Each teacher shall contribute One Dollar (\$1.00) per school year toward the cost of such insurance. The Board agrees to pay the remainder of the cost of the insurance effective with hires after June 30, 2007.

The Board shall select the carrier to provide this insurance and the effective date of such policy for teachers not employed the preceding year shall be September 1. If employed in the School Corporation the preceding year, coverage shall be continuous.

- D. Dental Insurance. The Board shall pay seventy-four percent (74%) of the cost of a single plan major dental insurance policy and seventy percent (70%) of the cost of a family major dental policy. If insurance rates increase, the Board shall increase its contribution by an amount equal to 75% of such increase. Employees will be responsible for the remaining twenty-five percent (25%) of such increases. In the event both husband and wife are employed in the School Corporation and each is entitled to the major dental coverage, the Board shall pay the entire cost per month toward a full family plan major dental insurance policy for such employees. The teacher electing to be covered by the major dental insurance policy may select either the single plan or the full family plan and shall pay any necessary difference for the premium, and if no difference exists, shall pay One Dollar (\$1.00) per year toward the cost.

The coverage shall be same coverage now provided. The Board agrees that the Association shall be represented in negotiations on this package prior to the policy anniversary date.

The effective date forth is dental insurance for teachers not employed in the School Corporation the preceding year shall be September 1 of each year. If employed the preceding year, coverage shall be continuous.

- E. Insurance for Retiring Teachers. All teachers who retire from the Delphi Community School Corporation shall have the option of continuing in the group health insurance programs as they may change from time to time at their own expense until they reach the age of sixty-five years old.

- F. Long Term Disability Insurance. The Board shall provide long term disability insurance for each teacher. The Board agrees that the Association shall be represented in negotiations on obtaining this insurance. Any LTD insurance shall provide for a benefit of sixty-six and two-thirds percent (66 2/3%) of monthly salary and begin following a 90 day elimination period.

The teachers shall pay the monthly premium for this insurance.

- G. Section 125 Employee Benefits. The School Corporation will provide a Section 125 Employee Benefit Plan for the purpose of excluding from income employees contributions for the qualified benefit of group medical/hospital insurance plan premiums. Employees may use Level II benefits at no cost to the school corporation.
- H. Vision Insurance. The board shall offer the vision plan available to all Delphi employees and pay seventy-nine percent (79%) of the cost of a single plan vision insurance policy and seventy-six percent (76%) of the cost of a family vision insurance policy for each teacher. In the event both husband and wife are employed in the School Corporation and each is entitled to vision insurance coverage, the Board shall pay the entire cost per month toward a full family plan vision insurance policy for such teachers. The coverage shall be not less than that provided by the current plan.

Article III

Retirement 401(a) Plan

1. The Corporation has agreed to maintain a qualified retirement plan as described in Section 401(a) of the Internal Revenue Code.
2. The Corporation agrees to contribute one percent (1%) of a teacher's base salary in to each teacher's separate 401(a) plan account.
3. Each teacher shall be vested in these individual 401(a) Plan accounts upon the completion of five (5) years of service with the Corporation.
4. Amounts that have not been vested at the time the teacher terminates employment (or, in the case of a teacher involuntarily terminated as part of a work force reduction, as of the date the teacher's recall rights expire) shall be forfeited. Monies shall be placed in the General Fund and used to reduce future Corporation contributions.

For planning purposes, a Teacher shall submit to the Superintendent written notification of his/her intention to retire from his/her teaching assignment on or before April 1 of the retirement year. Should unique circumstances arise, the Superintendent shall have the authority to wave the notification date for an individual teacher.

ARTICLE IV

Sick, Emergency and Other Leaves

- A. Personal Sick Leave. Each fulltime teacher shall be entitled to be absent from work on account of personal illness or quarantine for a total of ten (10) days the first year of employment and ten (10) days in each succeeding year without loss of compensation.

If in any one school year the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall accumulate. A teacher employed under regular contract for only a portion of the school year shall be entitled to a proportionate number of days of sick leave, and unused days will be accumulative as specified here in. During the regular school year accumulated sick leave may be used for personal illness, injury or quarantine.

In the event any teacher shall have accumulated one (1) or more days of sick leave in another school corporation of this state and shall there after become employed in the Delphi Community School Corporation, then there shall be added for the second and each succeeding year of such employment up to three (3) days of sick leave until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted.

Teachers on summer employment as teachers with the School Corporation shall be eligible to use accumulated sick leave on the same basis as is used during the regular school year.

- B. Personal Leave. Each fulltime teacher shall be entitled to three (3) days of absence per school year without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs. Said teacher may accumulate unused personal business days to a total of five (5) in subsequent years. If in any one school year the teacher shall be absent for reasons covered in this provision for fewer than the maximum accumulated days ,the remaining days shall be transferred to the teacher's accumulated sick leave. Teachers teaching summer school may use one personal business leave day during the summer school session. A personal business leave day taken during this time shall count as one full personal leave day.

A written statement shall be submitted to the office of the superintendent prior to the occurrence of such leave, setting forth the reason and necessity for such absence, except in the case of an emergency, when the teacher may submit the statement of reason following the absence, provided the teacher notifies the appropriate principal prior to taking such leave. Civic affairs or personal business shall be sufficient reason. The superintendent may grant a teacher additional days of leave without pay when he feels it is in the best interest of the School Corporation to do so and the teacher has requested such additional leave and given reasons for such desired absence.

Personal business leave used on the last day immediately prior to, or the first day immediately following Fall, Winter, or Spring breaks, for the purpose of extending the break by leaving early or returning late, will be counted as double. When the leave day requested is the day before or the day after Fall, Winter, or Spring breaks, it may be

used for matters, which cannot be reasonably scheduled outside of school hours. A written statement shall be given to the building principal and submitted to the Superintendent of Schools, setting forth the reason for such absence. This statement should be in advance of leave. Any teacher who has already made a payment towards a trip during the 2015-2016 school year has until Friday, October 16, 2015 to provide notification to the superintendent with documentation of such payment to not be penalized for leaving prior to or returning after the scheduled break.

- C. **Sick Leave Bank.** In this bank members shall be defined as certified staff of the Delphi Community School Corporation.

Purpose:

The purpose of the Sick Leave Bank is to relieve its members from undue financial burdens due to absence from work on a long term basis due to personal illness, serious illness in the immediate family *or incapacitation sufficiently severe that it would make their presence in school in advisable. Each request will be judged on its own merit.

1. **Enrollment.** The Bank is formed through the voluntary participation and by the voluntary donations, with written authorization of at least two (2) full days, by enrolling members with fifty (50) or more accumulated sick days and at least one (1) full day by enrolling members with less than fifty (50) accumulated sick days.

If a former member desires to return to the status of participating member after withdrawing from membership in the Sick Leave Bank, that former member shall contribute at least two (2) days in the first year after returning to membership. Contributed days will be deducted from each volunteer's accumulated sick leave no later than October 1.

2. **Bank Accumulation:** The days in the Sick Leave Bank shall accumulate from year to year until a maximum of 400 days is reached. Members shall contribute one day per year until said maximum is reached. In the event the bank reaches fifty (50) days or less, the Superintendent will notify the Sick Leave Bank Committee and the Association, and then the Committee may require members to donate one (1) additional day to the Bank. A retiring teacher may donate up to five (5) days to the sick leave bank.
3. **Qualifications:** Any participating member who has used their sick days may apply for use of Sick Leave Bank days. Applications shall be made in writing to the Sick Leave Bank Committee and shall be accompanied by a physician's statement describing the nature of the disability. Application may be made by a personal representative of the applicant when the member is unable to make application. The Sick Leave Bank Committee may grant up to thirty (30) Sick Leave Bank days. In hardship cases, a member may apply for additional days following the initial thirty (30) days after the teacher has no personal sick leave days remaining.
4. **Sick Leave Bank Committee.** The Association and Corporation shall appoint members representing each school building. All members will serve a two-year term. The Superintendent shall serve as an ex-officio member voting only in case of ties. The Sick

Leave Bank Committee shall review all requests for use of Sick Bank days. The Committee shall grant, deny, or suspend grants of sick days from the Bank. The decision of the Committee is final and is not subject to Grievance Procedure or appeal to the School Board.

*Immediate Family is defined as a spouse and dependent child (ren) under 21 years of age.

- D. Family Illness Leave. A teacher shall be allowed to be absent up to five (5) days in any school year without loss of compensation in case of serious illness of a member of the immediate family. "Immediate family" is interpreted as spouse, children, step- children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, or any other relative of the family unit living as a member of the teacher's household.

Upon the use of the five (5) family illness days in any one school year, annual and accumulated leave days from paragraphs "A" and "B" may be used for personal illness or emergencies as defined below:

1. Personal illness of the teacher;
2. Illness in the immediate family which shall be interpreted as spouse, children, step-children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, or any other relative of the family unit living as a member of the teacher's household.

- E. Family Death Leave. In the case of death in a teacher's immediate family, the teacher is entitled to be absent without loss of compensation for a period extending not more than **five (5)** consecutive school days beyond such death, for the purposes of attending the last burial rites and attending to the personal matters of the immediate family member, provided, however, that said burial rites occur while said teacher is performing duties as assigned by the Board under a valid teacher's contract, and that 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, or leaves for personal business, which may have been previously granted or approved by the Board. (School holidays falling in this period shall be counted as school days.) "Family" is interpreted as including only parent, brother, sister, child, stepchildren, wife, husband, grandparent or grandchildren and any other relative who at the time of death was living as a member of the teacher's household. The superintendent shall consider special relationships not covered in the above but falling within its intent.

In the case of death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, the teacher is entitled to be absent up to three (3) days without loss of compensation, provided, however, that the conditions enumerated above in this paragraph E shall apply.

One leave day shall be granted for funerals in case of the death of other family members or close friends. The leaves in this paragraph maybe taken in half-day increments.

To receive bereavement leave compensation, the teacher must provide verification of the death to their building administrator.

- F. Jury Duty. A teacher called for grand or petit jury duty shall, during the required period of absence from assigned duty by the Board, be paid full regular salary less the total amount of per diem allowance earned by such teacher for jury duty.
- G. Study Leave. The Board may grant a one (1) year leave of absence without pay upon application of a teacher for the purpose of fulltime advance study. The purpose of such advanced study shall be one which has direct benefit to the School Corporation and shall meet the approval of the superintendent and Board. Application for such leave must be made to the office of the superintendent not later than July 1, preceding the requested year of absence.

If leave is granted, credit for this year of leave will be given for the purpose of placement on the salary schedule, and the Board shall attempt, but is under no obligation, to assign the teacher after his return to the same school, teaching position, or other assignment he occupied or performed prior to taking said leave of absence.

- H. Court Leave. A teacher, subpoenaed to appear as a witness or required to appear as a defendant in court resulting from activities relating to the teacher's employment with the School Corporation, shall receive during the required period of absence from assigned duty, his full regular salary.
- I. FMLA Leave. When applying for leave under the FMLA, the teacher shall identify the date when he/she wishes the FMLA leave to begin
- J. Disability Leave. The following 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, childbearing or pregnancy-related disabilities, mental illness or severe emotional disturbance, causing a disability for more than three (3) weeks.

(1) Anticipated Disability. Where disability can reasonably be anticipated as in the case of a scheduled operation or childbearing/pregnancy disabilities, the following rules shall apply:

- a. the teacher requesting leave shall notify the office of the superintendent of the expected time of leave as soon as reasonably possible.
- b. such notice shall also state the time of intended return to teaching.
[Teachers are encouraged to commence and terminate such leaves to coincide with the end of grading periods.]
- c. in the case of a teacher desiring to extend his/her intended time to return, such time to return shall be extended provided the teacher makes a request to the superintendent in writing at least two calendar weeks prior to his/her intended time of return.

In the event the request for an altered time of return is not made as designated here in, the teacher may nevertheless make a request for an altered time to the superintendent in writing, and such request may be granted at the superintendent's sole discretion.

- d. where the teacher's condition raises any serious problems to the teacher's health in the period prior to the beginning of the leave the School Corporation 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.
- (2) Time of Return to Teaching Duties. The teacher may resume teaching duties at such time as in the opinion of the teacher's physician that the teacher is able to resume teaching duties. The School Corporation may, at its option, require the certificate of the physician to this effect.
 - (3) 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 School Corporation advised of any change in such estimated time. Teachers intending to resume teaching duties shall notify the office of the superintendent as soon as they have recovered from their disability, and shall furnish the School Corporation proof of their continued disability at any time during such disability, if requested by the superintendent of schools. Unless waived by the School Corporation, 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 intention to return to work.
 - (4) Sick Leave. Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated under I.C.20-6.1-6-3 or under the provisions of this Agreement, but shall be required, at the option of the School Corporation, to present a doctor's certificate of disability to justify such use of accumulated sick leave days. When an employee is on approved sick leave, the Board shall provide the fringe benefits as per the contract.
 - (5) Pregnancy. Leaves of absence granted for pregnancy reasons shall be subject to the rights and limitations of I.C.20-6.1-6-4, in addition to the provisions of this Agreement.
 - (6) Renewed Leave. A teacher who is on leave pursuant to this paragraph who becomes pregnant may request an additional period of leave in accordance with the provisions of this paragraph.
 - (7) Limitation. No leave under this policy may be granted for a period exceeding one (1) year, except in the case where accumulated sick leave is being used or in the case of leave permitted in accordance with subsection (6) of this section.

K. General Provisions.

- (1) Insurance Benefits. During any unpaid period of leave, the School Corporation is not obligated to pay the premiums due on any group insurance program for the teacher on leave; however, the teacher shall have the option, if permitted by the applicable insurance carrier, to maintain coverage in any group insurance program at the teacher's own cost.
- (2) Sick or Personal Leave Accumulation. Sick and personal leave shall not accumulate for a school year when the teacher did not teach. For teachers who do not teach the entire school year, credit for personal or sick leave shall be credited on a 50% per semester basis with the majority of school days in any semester constituting a full semester.

L. Workmen's Compensation Leave. A teacher who is absent from work because of injury received on the job which is covered by Workmen's Compensation receives regular pay from his accumulated sick leave the first five (5) days (charge able against sick leave). After the first five (5) days, the teacher will be paid by the School Corporation the difference between Workmen's Compensation and his regular pay, not to exceed the total dollar value of his total accumulated sick leave. This provision shall in no way limit the amount of Workmen's Compensation benefits a teacher may receive.

M. Professional Leave. A teacher may be granted leave with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature, provided prior approval of such absence is obtained from the superintendent. The administration shall budget for professional leave days on an annual basis. Each building shall form a committee for the purpose of determining the priorities of the expenditure of the allotted funds. The principal and three certified staff members shall comprise the committee.

N. Release Time. The DCTA president or co-presidents shall be released no more than 5 contractual days per school year to conduct association business. The teacher representative to the MASE Trust shall be released to attend MASE Trust meetings.

O. Political Leave. If a teacher is elected to the State Legislature, the teacher shall be granted a leave of absence without pay for a period of time to enable the teacher to serve the office to which he/she was elected.

P. Adoption Leave. The Board may grant the transfer of up to thirty (30) days of a teacher's accumulated leave for adoption leave.

ARTICLE V

Grievance Procedure

Section 1. Definitions.

1. A "grievance" is an alleged violation, claimed misinterpretation, or claimed misapplication of a specific article or section of this Agreement.
2. The terms "teacher" and "grievant" include an individual or group of individuals in the bargaining unit.
3. The term "day" when used in this Article shall mean teacher days (as that Term is used in the school calendar or 180 days). During the summer recess, the term shall mean weekdays (Monday through Friday).

Section 2. Purpose, Grievant, and Representation.

An individual teacher or group of teachers may present a grievance and may do so through the exclusive representative, and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance machinery. The adjustment of all grievances shall not be inconsistent with the terms of this Agreement. The purpose of this grievance procedure is to settle in good faith, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violation, misapplication, or misinterpretation of the provisions of this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

Nothing contained here in shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment.

Section 3. Procedure.

Step One

A grievance may be initiated in one (1) of the following ways:

1. The teacher may approach the building principal concerned and discuss the matter in his own behalf.
2. The teacher may request that a representative of the Association accompany the teacher, and in such case the building supervisor shall not initiate any Consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

Step Two

In the event the grievance is not resolved in Step One within two (2) days after the grievance is presented to the building principal, the grievant may file a formal grievance in writing with the building principal on the form shown in APPENDIX C.

1. The grievance form shall be filed in triplicate with one (1) copy each for the Association, the grievant, and the building principal. The grievant may also file a copy with the central office if he desires.
2. The grievance shall (1) name the other individual(s) involved, if any, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this Agreement alleged to have been violated or misinterpreted, (4) state the contention of the grievant with respect to the grievance, (5) indicate the specific relief requested, and (6) be signed by the grievant(s), all as provided on the form in APPENDIX C.
3. The formal grievance should be filed as soon as possible, but any grievance not presented in writing in Step Two within twenty (20) days of the time the grievant knew, or reasonably should have known of the grievance, shall be deemed waived and shall not be processed.
4. The teacher may request a meeting with the building principal and the Association representative may accompany the grievant. In any event, within five (5) days after receiving the written grievance, the building principal shall communicate his answer in writing to the grievant and the Association representative and said answer shall be attached to the grievance.

Step Three

1. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of receipt of the building principal's answer, appeal to the superintendent, or his designee, by filing the grievance and the principal's answer, if any, along with a written response of the teacher, if desired, with the office of the superintendent, which shall receipt therefore. Any such response by the grievant shall be attached to the grievance.
2. The teacher may request a meeting with the superintendent, or his designated representative, and the Association representative may accompany the grievant. The superintendent, or his designated representative, shall give the teacher an answer in writing no later than ten (10) days after receipt of the written grievance properly filed with the office of the superintendent. Such answer shall be attached to the grievance.

Step Four

Within ten (10) days after receipt of the decision in Step Three, if any, the Association, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association, pursuant to the following procedure:

The two (2) parties, the School Board and the Association, shall attempt to select an arbitrator by mutual agreement, or a method of selecting an arbitrator by mutual agreement. If the two (2) parties cannot agree on the arbitrator, or a method of selecting an arbitrator, within five (5) days after notification is given, The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

Section 4. Powers of Arbitrator.

A. The arbitrator shall have no power:

1. to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. to rule on the termination of services or failure(s) to re-employ any teacher to a position on the extracurricular schedule, or any other position which has a salary bonus or time-off or extra-time bonus unless the arbitrator determines that there has been a violation, misinterpretation or misapplication of this contract.
3. to rule in regard to the dismissal of, or the renewal or non-renewal of any contract for any teacher, unless the Arbitrator determines that there has been a violation, misinterpretation or misapplication of this contract.
4. to rule in regard to any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including but not limited to any matter subject to the procedures specified in the Equal Employment Opportunity Act, or other legislation unless the arbitrator determines that there has been a violation, misinterpretation or misapplication of this contract.
5. to change any practice, policy, or rule of the Board or to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.
6. to consider matters outside the scope of the grievance and its attachments.

B. If a dispute arises concerning the lapse of the designated time limit for filing the Grievance as designated in Step Two, paragraph 3, the arbitrator may determine whether the grievance was timely filed.

- C. The decision of the arbitrator shall be final and binding on the Association, its members, the teachers, the employee or employees involved, and the Board.
- D. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be paid by the party incurring them.
- E. No teacher shall lose pay or any other benefit for any time spent testifying in an arbitration hearing held during a regular school day.

Section 5. Other Provisions Relating to the Grievance Procedure.

1. At their option, a teacher may bypass Step One of this procedure.
2. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
3. Time limits herein may be extended only by mutual agreement, signed by the parties.
4. Time limits here in apply to teachers on leave of absence, other than sick leave, as if such teacher were present and working.
5. All steps of the grievance procedure shall be conducted at a time that is mutually convenient to both parties.
6. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
7. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the answer at the previous step.
8. Any grievance which arose prior to the effective date of this Agreement or after the termination of this Agreement shall not be processed.
9. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the teachers, the employee or employees involved, and the Board.
10. All documents, records, and material relevant to a grievance which are on file in a teacher's personnel file shall be made available to the grievant.
11. The Association may file a system – wide grievance at Step Three subject to the time limit designated in Step Two, paragraph 3.

Future Negotiations

Further, the Association does not waive any possible future right to negotiate subjects mandated by future amendments to or enactments of collective bargaining statutes.

- K. Amendment. The parties agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties here to which may be altered, changed, added to, deleted from, or modified only through an amendment executed in writing by each of the parties hereto.

Article VI

Term of Agreement

The term of this Agreement shall begin on July 1, 2017, and shall continue in full force until June 30, 2019.

Within thirty (30) days after the Agreement has been executed, the Board will, at its expense, provide the Association with 1 copy per member of the bargaining unit of the Agreement.

This Agreement is entered into this _19th_ day of _October_, 2017, by and between the parties whose authorized signatures appear below.

For the Delphi Community Teachers Association:

Mr. Timothy L. Conner
President
Delphi Community Teachers Association

Mr. Gregory G. Briles
Superintendent of Schools
Delphi Community School Corporation

Appendix A

MODEL COMPENSATION PLAN

I. Salary Range

\$35,000 to \$68,000, not including current year increases or TRF contributions.

II. Base Salary Increases

1. General Eligibility
 1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
 2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.
2. Factors and definitions
 1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
 2. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
 3. Possess a content area Master's degree – The teacher has a Master's degree.
3. Distribution – amounts to be added to a teacher's base salary
 1. Evaluation rating of effective = \$800
 2. Evaluation rating of highly effective = \$900
 3. Year of experience = \$100
 4. Possess a Master's degree = \$100
4. Redistribution

Any funds otherwise allocated as part of the compensation pool for teachers who were rated ineffective or improvement necessary will be carried over from the 2017-18 school year to the 2018-19 compensation plan distribution pool. All remaining funds at the end of the 2018-19 school year will be distributed to the qualifying teachers in the manner of a one time stipend not to exceed the compensation pool.

The salary range for teachers before raises are applied for 2017 – 2019 shall be \$34,988 to \$64,705 excluding extended contracts.

The superintendent will have the discretion to establish a starting base salary for a newly hired, no experience, certificated employee from a range of starting base salary to \$42,000 dependent on the applicant pool and qualifications.

The Superintendent shall have the authority to hire a teacher with previous experience and education at a salary not to exceed the salary they were making at previous employment plus \$2,500.

The Superintendent has the authority to hire at a rate above the range if agreed upon by the Association President

HIGH SCHOOL ATHLETICS

Appendix B

Baseball		Softball	
Head Coach	\$4,800	Head Coach	\$4,800
Assistant Coach	\$1,500	Assistant Coach	\$1,500
Assistant Coach	\$1,200	Assistant Coach	\$1,200
Assistant Coach	\$1,200	Assistant Coach	\$1,200
Basketball		Swimming	
Boys' Head Coach	\$8,035	Head Coach	\$4,500
Boys' JV Coach	\$4,057	Assistant Coach	\$2,161
Assistant Coach	\$2,791	Assistant Coach	\$0
Assistant Coach	\$2,791	Aquatics Director	\$1,000
Girls' Head Coach	\$8,035	Tennis	
Girls' JV Coach	\$4,057	Girls' Head Coach	\$2,940
Girls' Assistant Coach	\$2,791	Girls' Assistant Coach	\$1,929
Girls' Assistant Coach	\$2,791	Boys' Head Coach	\$2,940
Cheerleaders/Pep Block		Boys' Assistant Coach	\$1,929
Head Cheer Coach	\$1,400	Track	
Assistant Coach	\$700	Head Coach	\$4,700
Assistant Coach	\$700	Assistant Coach	\$2,022
Assistant Coach	\$700	Assistant Coach	\$2,022
Pom Director	\$1,400	Assistant Coach	\$1,641
Cross Country		Volleyball	
Head Coach	\$1,930	Head Coach	\$3,185
Football		Assistant Varsity Coach	\$1,736
Head Coach	\$8,035	Assistant JV	\$1,736
Assistant Coach	\$4,057	Wrestling	
Assistant Coach	\$4,057	Head Coach	\$4,800
Assistant Coach	\$4,057	Assistant Coach	\$2,024
JV Coach	\$3,596	Assistant Coach	\$2,024
JV Coach	\$3,596	Soccer	
Golf		Head Girls' Coach	\$2,915
Girls' Coach	\$2,184	Assistant Girls' Coach	\$1,800
Boys' Coach	\$2,184	Head Boys' Coach	\$2,915
Athletic Supervision		Assistant Boys' Coach	\$1,800
Off Season Weightlifting (1)	\$1,994		

DCSC ACADEMIC ECA's**HIGH SCHOOL**

Art Show Director	\$0
Art Show Assistant (2)	\$0
Auditorium Mgr. HS	\$797
Education Professional	\$0
Class Sponsor - Senior	\$670
Class Sponsor - Senior	\$670
Class Sponsor - Junior	\$920
Class Sponsor - Junior	\$920
Class Sponsor – Soph	\$360
Class Sponsor – Soph	\$360
Class Sponsor – Frosh	\$360
Class Sponsor – Frosh	\$360
Decathlon Sponsor	\$0
Decathlon Preparer x10	\$0
Director of Oracle Literacy	\$500
Director Drama – Fall	\$1,147
Drama Assistant	\$539
French Club	\$433
Honor Society	\$645
Instrumental Music	\$4,213
Key Club	\$433
Librarian Extra Days	15 Days
Director Musical – Spring	\$1,147
Musical Assistant	\$539
Quiz Bowl Sponsor	\$1,125
Quiz Bowl Preparer	\$300
Quiz Bowl Preparer	\$300
Quiz Bowl Preparer	\$300
SADD	\$433
Spanish Club	\$433
Student Council	\$1,070
Super Bowl Sponsor	\$1,125
Super Bowl Preparer	\$300
Super Bowl Preparer	\$300
Super Bowl Preparer	\$300
Vocal Music	\$4,213
Yearbook	\$1,426
Printing	\$0
Hoosier Spell Bowl	\$0
AM/PM Traffic	\$0
AM/PM Traffic	\$0
AM/PM Traffic	\$0

DCMS/DCHS Department Chairs

CTE (FAC, Health Occ., Criminal)	\$800
English	\$800
Industrial Art (Business, Tech)	\$800
Liberal Arts (Art, Choir, Band, For. Lang.)	\$800
Mathematics	\$800
Science	\$800
PE/Health	\$400
Social Studies	\$800
SPED	\$800
Vo Ag	\$400

MIDDLE SCHOOL

Director of Oracle Literacy	\$500
Academic Super Bowl	\$512
Spell Bowl	\$512
National Honor Society	\$645
SADD	\$433
Student Council	\$739
Yearbook	\$645
Librarian Extra Days	0 Days
AM/PM Traffic	\$0
AM/PM Traffic	\$0
Science Club	\$0
Team Leader 6 th Grade	\$0
Team Leader 7 th Grade	\$0
Team Leader 8 th Grade	\$0

ELEMENTARY SCHOOL

Math Bowl	\$502
Spell Bowl	\$502
Student Council	\$646
AM/PM Traffic	\$0
AM/PM Traffic	\$0
Librarian Extra Days	0 Days
5 th Grade Girls' Basketball	\$0
5 th Grade Boys' Basketball	\$0
Intramural Supervisor – Boys	\$0
Intramural Supervisor – Girls	\$0

Corporation

Mentor Teacher	\$500
Sponsor Teacher	\$250

(Not to exceed \$3,000)

MIDDLE SCHOOL ATHLETICS

Basketball

8 th Grade Girls' Basketball	\$2,000	Wrestling	
8 th Grade Boys' Basketball	\$2,000	Head Coach	\$1,650
7 th Grade Girls' Basketball	\$2,000	Assistant Coach	\$942
7 th Grade Boys' Basketball	\$2,000		
6 th Grade Girls' Basketball	\$1,200		
6 th Grade Boys' Basketball	\$1,200		

Cross Country

Cross Country Coach	\$1,328
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Football

Program Director	\$3,500
8 th Grade Head Coach	\$1,500
7 th Grade Head Coach	\$1,500
7 th & 8 th Grade Assistant	\$1,000
7 th & 8 th Grade Assistant	\$1,000

Cheerleaders/Pep Block

8 th Grade	\$0
7 th Grade	\$0
6 th Grade	\$0

Swimming

Head Coach	\$1,293
Assistant Coach	\$970
Assistant Coach	\$970

Golf

6 th – 8 th Grade Coach	\$900
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Tennis

6 th – 8 th Grade Coach	\$900
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Track

6 th – 8 th Grade Coach	\$1,500
6 th – 8 th Grade Coach	\$1,500

Volleyball

8 th Grade Coach	\$1,540
7 th Grade Coach	\$1,371
6 th Grade Coach	\$312

GRIEVANCE FORM
DELPHI COMMUNITY SCHOOL CORPORATION

Date Filed _____

Number _____

Name of teacher(s) seeking relief: _____

Name of other employee(s) involved, if any: _____

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

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

Specific relief requested: _____

Signature(s) of teacher(s) seeking relief:
