

**2021-2022  
2022-2023  
CONTRACT**

**between the**

**BOARD of SCHOOL TRUSTEES**

**of the**

**TIPTON COMMUNITY SCHOOL CORPORATION**

**and the**

**TIPTON EDUCATION ASSOCIATION**



**This contract entered into this, 12th day of October 2021, by and between the Board of School Trustees of the Tipton Community School Corporation, hereinafter called the "Board," and the Tipton Education Association, hereinafter called the "Association."**

**The term of this contract is July 1, 2021 to June 30, 2023**

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## ***Article I***

### **RECOGNITION**

- A. The Board hereby recognizes an exclusive bargaining representative. The exclusive bargaining representative for certificated school employees other than those excluded in this recognition clause shall be the Tipton Education Association. Such representation shall exclude the Superintendent, Assistant Superintendent, Business Manager, Principals, Assistant Principals, Director of Technology, and Athletic Director. The term "teacher" shall refer to employees represented by the Association.
- B. The Board agrees not to bargain with any individual certified school employee nor to bargain with or recognize any teacher organization other than the Association.

## ***Article II***

### **DEFINITIONS**

#### As used in this Contract:

- 1. "Board" means the Board of School Trustees of the Tipton Community School Corporation and/or any person(s) authorized to act for said body in dealing with its employees.
- 2. "Corporation" means the Tipton Community School Corporation of the County of Tipton of the State of Indiana.
- 3. "Certified school employees" and "teacher" when used in this Contract shall mean the certificated school personnel employed by the Board in the bargaining unit.
- 4. "School employee organization" means any organization which has said certified school employees as members and one whose primary purpose is representing said certificated school employees in dealing with the Board.
- 5. "Association" means the school employee organization which has been certified or recognized as the exclusive representative of said certificated school employees or the person or persons duly authorized to act on behalf of such representatives.
- 6. The masculine gender shall include feminine wherever required by the context in which a specific provision of this Contract is applied.

## ***Article III***

### **INSURANCE**

- A. Life Insurance

The Board shall provide for each teacher a fifty thousand dollar (\$50,000.00) term life insurance policy. The Board shall pay the full cost of such coverage except for one dollar (\$1.00), which shall be paid by the teacher.

**B. Health Insurance**

1. The Board shall offer each teacher the principal provisions in the Wabash Valley/West Central Indiana School Trust group health insurance program plan or a carrier selected by mutual agreement. Each teacher shall be given the option of selecting either the single plan or the full-family plan when the teacher is eligible to enroll.
2. Beginning with the enrollment/renewal of the health insurance in 2021, the Board will pay a flat dollar amount toward the total premium in accordance with the following schedule.

	<b>Single Plan</b>	<b>Family Plan</b>
<b>Option 6</b>	\$6,672	\$13,678
<b>Option 7</b>	\$6,571	\$13,318
<b>Option 8</b>	\$6,852	\$14,098

3. For the enrollment/renewal of the health insurance for the 2022-23 school year, the Board will increase the amount (percentage) of their contribution of the respective premiums by the amount (percentage) of the increase up to two percent (2%). If the insurance premium goes up more than 2%, there will be a reopener to negotiate only the insurance increase above the 2%.

**C. Income Protection Insurance**

1. The Board shall provide Short Term Income Protection Insurance for each full-time teacher employed under regular contract who opts not to enroll in the group health insurance program.
2. The Board shall provide a Long Term Disability Insurance protection for all teachers. The specifications of this plan shall be mutually agreed to by the Association and the Board.

**D. Continuation of Benefits**

1. Teachers on approved, unpaid leaves of absence for more than one (1) month shall have the option to continue in any or all of the insurance programs provided for in this Contract by paying the premiums at their own expense in a manner directed by the Business Office. The Board shall continue its contribution(s) to the

insurance program(s) for teachers during the first month of any approved leave of absence (except that Board contributions shall continue for twelve (12) weeks for approved Family Medical Leave Act leaves).

2. All retired teachers shall be allowed to continue any or all group insurance plan(s) at their own expense until age 65; or, until they become Medicare eligible. In order to do this, the retired teacher will give to the School Corporation treasurer a check made payable to the school corporation and in the amount of the appropriate monthly premium. This check will be delivered to the School Corporation treasurer no later than the 25th day of the month preceding the month in which the premium is due to be paid to the insurance company. Failure to deliver this check(s) by the 25th day of the month as prescribed will result in forfeiture of the privilege to participate in the group insurance plan.

E. Dental Insurance

Dental insurance will be offered in addition to the group insurance program. Participants will pay the entire cost of the premium through payroll deduction. The plan for dental insurance shall be selected by mutual agreement.

F. Vision Insurance

Vision insurance will be offered in addition to the group insurance program. Participants will pay the entire cost of the premium through payroll deduction. The plan for vision insurance shall be selected by mutual agreement.

F. Section 125 Fringe Benefits

1. The benefits provided to employees by Section 125 of the Revenue Act of 1986, as amended shall be made available to any bargaining unit member so requesting. The salary schedule shall include a set aside for Section 125 benefits which includes nontaxable benefits of group health, disability, Section 79 life, unreimbursed medical, dependent care, cancer, and dental.
2. Payroll deduction shall be made available to the administrator of the plan for voluntary universal life, annuities, and disability coverage when applicable.
3. The Board shall provide the above Section 125 Fringe Benefit Plan to all teachers. The carrier for the plan shall be by mutual agreement between the Association and the School Board.
4. Any administrative costs incurred by the carrier shall be paid by the individual teacher(s) who enroll in the plan. The Board shall be held safe and harmless by the carrier. At the expiration of the plan year, the parties shall mutually agree on the carrier.

G. Premium Refunds/Premium Adjustments

1. In the event of any refund by insurance companies paid on teacher related policies, such refund shall be returned and paid to the teacher who paid the premiums.
2. In the event of a premium holiday by insurance companies, such premium will be reflected in the teacher's insurance deductions.

## *Article IV*

### **MATCHING ANNUITY PROGRAM**

The 401(a) annual matching annuity includes a two-year vesting period from the date of the teacher's employment and a mandatory teacher's match.

1. The Board will purchase an annuity for each teacher at the rate of 1.00% of the teacher's base contract per school year. The provider for this annuity shall be mutually agreed upon by the Board of Education and the TEA. Corporation annuity payments shall be made monthly, no later than the 15th of each month, and shall be calculated using payrolls of the preceding month.
2. The teacher must purchase an annuity equal to or greater than the annual amount paid by the corporation in order to participate in this annuity program. For the teacher's matching share the teacher's annuity program must be one of the corporation approved annuity companies.

Teachers must indicate their choice of participation in this matching annuity program no later than September 15 of each school year.

## *Article V*

### **MILEAGE AND COMPLIMENTARY PASSES**

#### **A. Mileage**

Teachers who are authorized to use a private automobile in the conduct of assigned school duties shall be reimbursed at the Board approved rate for all employees while on such assignment. Mileage shall be computed by the map distance between the points.

#### **B. Complimentary Extra-curricular Events Passes**

Each teacher will be given a complimentary pass for himself and one adult guest or spouse (non-transferable) to all extra-curricular events (athletic, dramatic, musical, etc.) under the auspices of the School Corporation.

## *Article VI*

### **LEAVES**

#### A. Adoptive Leave

Adoptive leave shall be granted for up to a period of one (1) school year and shall be paid at the rate of one cent for the entire period of leave, unless the employee chooses to use a number of their sick days.

#### B. Paternity Leave

The father of a newborn shall be granted leave under the Family and Medical Leave Act (FMLA). The father may use paid leave for up to ten (10) days (illness) and/or unpaid level for up to one (1) year. After FMLA expires, the father may be granted an unpaid extension of the leave not to exceed one (1) year upon submission of a written request. Whenever possible, the written request is to be submitted prior to the birth of the child. The Superintendent may grant the extension of the leave upon special request of the teacher.

#### C. Approved Leave of Absence

A leave of absence to be paid at the rate of one cent for the entire period of leave may be granted to any teacher with Board prior approval.

#### D. Bereavement Leave

In case of death in the immediate family a teacher is entitled to be absent from school without loss of compensation for up to five (5) consecutive school days and an additional five (5) days, if requested, may be granted within three hundred sixty-five (365) days following the death of the immediate family member for related reasons.

1. Immediate family is defined as: father, mother, wife, husband, child, brother, sister, grandparent, grandchild, step-father, step-mother, step-child, step-grandparent, step-grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, and any relative who is living with the teacher as a permanent resident of that household.
2. In case of the death of a brother-in-law, sister-in-law, spouse's grandparent or the teacher's or spouse's uncle, aunt, nephew, niece, or first cousin, the teacher is entitled to two (2) days leave without loss of compensation.
3. Teachers who are requested to be pallbearers will be granted a leave of one (1) day per year without loss of compensation.

#### D. Legal Leave

Teachers selected for jury duty are expected to serve unless disqualified, and will not be penalized in loss of pay, sick days, or other benefits for absences in such service, provided they notify the Superintendent's Office by 5:00 p.m. of the school day after they receive notice to serve, and provided that they file with the Superintendent's Office a

statement from the court certifying the days of service. The Board shall pay the teachers selected for jury duty the difference between the money received for jury duty and the teacher's normal daily rate of pay.

#### E. Maternity Leave

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

1. 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, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. 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.
2. 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. After her available sick leave has been used, the teacher may be absent without pay, subject to Subsection (1) of this Section.

#### F. Personal Leave

Teachers shall be granted three (3) days of personal leave with pay per school year. Unused personal leave shall accumulate up to a total of six (6) days. The use of personal leave shall be subject to the following conditions:

1. Application for personal leave will, when possible, be made at least two (2) school days prior to such leave.
2. Personal leave will not be granted for less than one-half (1/2) school day.
3. Any accumulated personal leave days in excess of six (6) days, if unused, will be transferred to a teacher's accumulated sick leave, subject, however, to the limitation on total accumulation for sick leave as provided in Article VI, Section G, Sick Leave.
4. Days used for personal leave during summer school shall be deducted at the rate of one (1/2) day for (1/2) day of absence. This provision is only allowed for summer school teachers whose regular summer school day is a half-day.
5. A teacher may use no more than three (3) personal leave days consecutively.

#### G. Sick Leave



1. Provisions. A teacher shall be credited with ten (10) days sick leave without loss of pay at the beginning of the first year of teaching, and eight (8) days sick leave without loss of pay at the beginning of each school year thereafter. All absences caused by personal illness or physical disability of a teacher shall be debited to such sick leave. Eight (8) days of sick leave per contract year may be used for family illness. Appointments with doctors, specialists, dentists, and other health related professionals will be charged against sick leave.
  - a. Unused annual sick leave shall accumulate to not more than one hundred sixty (160) days.
  - b. Sick leave accumulated by a teacher prior to a leave of absence of not more than one (1) year shall be credited to that teacher upon return to employment.
  - c. A teacher who is granted an unpaid leave of one (1) month or longer during the school year shall have sick leave credits for that year reduced by one (1) day for each month, or portion thereof, of absence.
  - d. Days used for sick leave during summer school shall be deducted at the rate of one (1) day for each day of absence.
  - e. The Board agrees not to deduct any sick leave days for the absence of a teacher resulting from an injury incurred in the course of a teacher's employment while performing his assigned duties, provided, however, that payment to the teacher by the Board shall terminate upon satisfaction of the elimination period for long-term disability insurance and/or approval of a claim under Workman's Compensation Insurance coverage. An employee on an approved workman's compensation leave may use accumulated sick leave days in order to make up the loss in pay. An employee must use sick leave days in whole day increments. An employee may not request a transfer of sick days for this purpose. Under no circumstances may the compensation for any given day of lost wages exceed the normal daily rate of the employee. Example: For every three (3) days of workers compensation pay, an employee may use one (1) day of accumulated sick leave in order to receive full pay for the three (3) days.
2. Transfer of sick leave. A teacher may grant accumulated sick leave days to another teacher who has no sick leave or personal leave remaining. Transferred days may only be used for the personal illness of the requesting teacher.
  - a. The process is to be done totally voluntarily.
  - b. Only whole days will be transferred.
  - c. Days must be granted in the year of sick leave expiration.
  - d. A teacher requesting a transfer of additional sick leave may do so only after all forms of paid leave (sick days and personal days) have been exhausted and a minimum of one (1) unpaid day per request has been

taken. If a transfer request is for multiple consecutive days the one (1) unpaid days criteria must be met only once per school year. In the event a teacher has been absent a minimum of ten (10) consecutive school days utilizing any combination of one's accumulated sick and personal leave and said absence has caused the teacher to exhaust all accumulated sick and personal days, the requirement of days without pay shall be waived.

- e. Accumulated sick days will not be transferred from the account of a teacher who is leaving the employment of this School Corporation.
- f. The Board will not contribute to the account of any teacher.
- g. The maximum number of days which may be transferred to a teacher is the number of days required to carry him through the elimination period of the then existing long-term disability insurance policy.
- h. Sick days may be transferred at a rate of one day per teacher per request. If a second request is made, the rate of one day per teacher per request shall apply.

#### H. Legislative Leave

The Board shall grant the Association three (3) days for the purpose of visiting the General Assembly while it is in session. The president of the Association shall submit the names of the teachers to visit the Legislature to the Superintendent two (2) days prior to such visitation. The Association shall pay the cost of the substitute teacher for the first such leave day, and the Board shall provide substitute teachers for the teachers released for the second and third such leave day.

#### I. Leave for the Association President

The Board shall release the Association president, or President's designee, five (5) days per school year. The released time shall be taken in full or one-half day increments. Such released time to conduct Association business shall be taken at the Association president's discretion, provided that the Superintendent's Office is notified two (2) days in advance, except in case of emergency. The Association shall pay the cost of the substitute teacher who replaces the Association president when he/she is on released time.

#### J. Professional Leave for Degree/License Requirements

To support and encourage teachers who are adding degrees/licenses that will lead to a degree or certification that will qualify them to teach AP courses, Dual Credit courses, or High Ability (GT Endorsement) courses, TCSC will provide up to two (2) professional days, per semester when provided with appropriate documentation, to complete course requirements such as on-campus testing, research, observations, etc.

#### K. Family & Medical Leave Act

Leave under the Family and Medical Leave Act shall be granted in accordance with Board Policy 3430.01.

**L. Summer School Leave**

A teacher in summer employment in a certified position shall be eligible to use any of the following days:

- Unused sick/family illness leave up to two days
- Unused personal leave up to one day
- Bereavement leave on the same basis as during the school year

A teacher employed during summer school shall not be entitled to any additional leave days because of such summer employment. For leave purposes only, a summer school day is equivalent to a regular school day.

**M. Rights Upon Return From Leave of Absence**

A teacher returning from a leave of absence shall be assigned to the same position held prior to the leave if it still exists. If the position no longer exists, the teacher will be assigned to an equivalent position within the scope of his/her certificate, and shall retain full credit for years of teaching service prior to the leave. Teachers returning from leaves of absence shall retain their status. A teacher on a full year or semester leave shall submit written notification of his/her intent to return or not to return to work at least thirty (30) calendar days prior to the end of the approved leave.

## ***Article VII***

### **GRIEVANCE PROCEDURE**

**A. Intent**

This Grievance Procedure is intended to supplement, but not supplant, routine procedures for resolving personnel problems at the lowest possible administrative level. Nothing in this Contract shall prevent a teacher or group of teachers from seeking resolution of a complaint without recourse to this Grievance Procedure, as long as all resolutions are consistent with the terms of this master contract. The Grievance procedure shall be employed only after other means to resolve problems satisfactorily have not been successful.

**B. Definitions**

1. **Grievance:** a claim by one or more teachers and/or Association that an Article of this Contract has allegedly been violated or misapplied in such a way as to personally or adversely affect the teacher or group of teachers.
2. **Grievant:** a teacher and/or Association directly affected by alleged violation of this Contract. Any grievance filed by the association will be initiated by the Tipton Education Association President.

3. **Party of Interest:** any Board employee who might be required to take action, or against whom action might be taken in order to resolve a grievance.
4. **Working Day:** any day on which the central administrative offices of the School Corporation are open for business.
5. Association is defined as those represented by the TEA in Article II and the employee.

#### C. General Provisions

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level of the grievance procedure should be considered as a maximum to expedite the process. The time limits specified, however, may be extended by mutual agreement.
2. A grievant must file a claim within fifteen (15) working days of the time he had knowledge, or reasonably should have had knowledge, of the act giving rise to the grievance. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
3. A grievant may be represented at all stages of the grievance procedure by the Association. A representative of the Association shall be entitled to be present at all meetings or hearings of the formal Grievance Procedure. In all cases, however, the grievant must be present.

#### D. Procedures

1. **Informal Resolution:** when a teacher or group of teachers has a complaint, an informal conference with the Principal will be requested. Principals shall grant at least one (1) such conference. Additional conferences should be held if it appears that resolution of the complaint may be achieved without resort to the formal Grievance Procedure.

At any time within ten (10) working days after the last mutually agreed upon conference, the Grievance Procedure may be invoked if the complaint has not been resolved satisfactorily.

2. **Step 1. Formal Grievance:** a grievant may invoke the Grievance Procedure by filing a completed grievance form with the Principal. An information copy of the form will be sent to the Superintendent. Grievance forms will be provided by the School Corporation and will be available at all school buildings. The grievant shall provide:
  - a. A description of the specific grounds of the grievance, including all information necessary for complete understanding of the grievance.
  - b. The reasons why the Principal's proposed resolution of the complaint is unsatisfactory.
  - c. The specific actions requested to remedy the grievance.

d. A request for a formal conference with the Principal, if desired.  
If the Principal so desires, he may request a conference with the grievant and the party in interest, if any. If either the grievant or the Principal requests a conference, the request shall be granted.

The Principal shall present a written decision to the grievant within ten (10) working days after receipt of the written grievance, or within ten (10) working days following a conference with the grievant, if such is held. Information copies of the decision shall be sent to the Superintendent and to any representative of the grievant.

3. **Step 2. Appeal:** within ten (10) working days after receiving the immediate supervisor's written decision, or if no decision has been made at Step 1 in the time period specified, the grievant may appeal in writing to the Superintendent. Information shall include, in addition to that required in Step 1:

- a. The complete file of formal actions, supporting papers, memoranda, letters and other documentary materials constituting the record of Step 1.
- b. The reasons why the immediate supervisor's decision on the grievance is unacceptable.
- c. A request for a formal conference with the Superintendent, if desired.

If the Superintendent so desires, he may request a conference with the grievant and such other persons as may be involved or affected by the grievance. If either the grievant or the Superintendent requests a conference at Step 2, the request must be granted.

The Superintendent shall present a written decision to the grievant within ten (10) working days after receipt of the grievance appeal, or within ten (10) working days after a conference with the grievant, if such is held. Information copies of the decision shall be sent by the Superintendent to any representative of the grievant and to the party in interest, if any.

## *Article VIII*

### **PROFESSIONAL COMPENSATION**

#### **A. Salaries**

1. The salaries of teachers, excluding the TRF contribution, for the 2021-22 and 2022-23 school years shall be those stated in Appendix A.
2. The Board will pay the teachers' contribution toward the Teachers' Retirement Fund at 3% of the teacher's salary for all teachers.

#### **B. Placement of New Hires**

1. Newly hired teachers will be placed in the salary scale based on experience and education. The superintendent will be given leeway in new hire salary placement of one row lower and up to two rows higher than a salary similar to a teacher currently employed at TCSC with similar years of experience and education.

C. Pay Distribution

1. Teachers shall receive base compensation in twenty-six (26) equal payments each contract year. Payments are to be made every other Friday, but not to exceed twenty-six (26) payments in a contract year. Any additional pay, such as stipends for performance, training, or retroactive pay, will be dispersed in a manner agreed to by the administration and TEA.

D. Advanced Placement, Dual Credit, and High Ability Stipend

1. Teachers with an evaluation rating of Highly Effective or Effective and who are qualified, licensed, and are teaching Advanced Placement, Dual Credit, or High Ability (having a GT Endorsement) classes will receive a stipend of \$600 per semester taught. The following sentence was not negotiated, it is for informational purposes only, should the number of qualified teachers exceed the number of courses offered, the administration will assign teachers to those courses on a rotating basis.

E. Summer School Pay

1. Compensation for summer school teachers shall be at the hourly rate of \$37.50.
2. Teachers shall have a paid 30-minute prep for every four hours of summer school instruction.
3. The following items are being included in this document for information purposes only:
  - a. Vacancies for summer school teachers shall be posted via email to all certified staff.
  - b. Selection of summer school teachers will be based on best qualified applicants with preference given to current employees prior to considering others.
  - c. Preference shall be given to teachers who, during the regular school year, are classroom teachers in TCSC.
  - d. Previous summer school employment shall be considered with the criteria above, but shall not be construed to assume summer school employment from year to year.

F. Workplace Specialist

1. Preference will be given to an individual who currently holds a teacher's license.
2. Non-Degree vocational teachers licensed by the state with a Workplace Specialist Certificate:

- a. Shall receive three (3) years credit for actual trade experience on the Bachelor's Degree starting salary grid for three (3) years of work experience.
  - b. Additional satisfactory trade experience shall be allotted on two (2) years experience for one (1) year credit on the Bachelor's Degree schedule.  
**Maximum years credit allowed shall be twelve (12) years.**
- 3. Bachelor's Degree vocational teachers licensed by the state with a Workplace Specialist Certificate.
  - a. The Bachelor's Degree teacher with five (5) years of credited work experience credit shall be placed on the Master's Degree starting grid - three (3) years credit on salary.
  - b. Additional satisfactory trade experience shall be allotted on two (2) years experience for one (1) year credit on the Master's Degree schedule.  
**Maximum years credit allowed shall be twelve (12) years.**

## *Article IX*

### **PROFESSIONAL COMPENSATION PLAN**

- A) The increase in the Salary Schedule in Appendix A is based on the academic need of students in the corporation to attract and retain quality teachers per I.C.

20-28-9-1.5(b)(4), as well as to meet the minimum teacher salary threshold.

B) Salary Range

- 1) 2020-21 Salary Range was \$37,000 to \$70,500.
- 2) 2021-22 Salary Range is \$39,500 to \$74,000
- 3) 2022-23 Salary Range will be \$41,500 to \$77,000

C) Base Salary Increases

1) General Eligibility

- a) Teachers who are evaluated as Needs Improvement or Ineffective (bottom two (2) categories of the evaluation model) in the prior school year are not eligible to receive any salary increases, except for those that are eligible per I.C. 20-28-9-1.5(f), and remain at his/her prior year salary.

2) Factor and Definitions

- a) Evaluation Rating - A teacher who does not receive an ineffective or improvement necessary for the prior the school year.
- b) Possess a content area Master's Degree - The teacher earned a Master's Degree in a content area as defined by the Indiana Department of Education.

3) Distribution

Advancing on the Salary Schedule (See Salary Schedule in Appendix A)

- a) A teacher in the Bachelor's column who satisfies the Evaluation rating but does not possess a content area Master's Degree will advance a row in the Bachelor's column.
- b) A teacher in the Master's column who satisfies the Evaluation rating will advance a row in the Master's Column.
- c) A teacher in the Bachelor's column who satisfies the Evaluation rating and is in the first year of possessing a content area Master's Degree will advance to the Master's column, but remain in the same row, per IC 20-28-9-1.5 (b)(1).

The increase for advancing a row in either column is \$1,000: \$1,000 for Evaluation rating.

The increase for advancing to the Master's column (but staying in the same row) is \$1,500. \$1,000 is for Evaluation rating, and \$500 is for the first year of possessing a content area Master's Degree. (Education = 33.3% of the salary increase)

#### 4) Redistribution

Any funds otherwise allocated for the teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

#### D) Stipends

A teacher rated effective or highly effective that is receiving the maximum salary commensurate with the teacher's educational attainment, as stated on the Salary Schedule in Appendix A (ie For 2021-22 Bachelor's \$83,500 & Master's \$85,000 and for 2022-23 Bachelor's \$85,500 and \$87,000), will not receive an increase to their base salary, but will receive a stipend in the amount of \$1,500.

## *Article X*

### **ATTENDANCE INCENTIVE PROGRAM**

- A. Any teacher who has perfect attendance during any given nine-week grading period will earn a stipend of \$100 per nine-weeks, with a maximum of \$400 being allowed to be earned during any given school year. One stipend for the school year (totaling together each nine-weeks stipend that was earned) will be paid on the first payroll date of June after the completion of the school year.
- B. Perfect Attendance will be defined as "no absences for any reason". Absences that would count against the Perfect Attendance record would include: personal days, sick days, bereavement days, family illness days. Absences that would NOT count against the



Perfect Attendance record would include: approved Corporation Business (i.e. field trips etc.), Jury Duty and approved Professional Leave.

## *Article XI*

### **RETIREMENT PAY**

- A. This Section applies to all teachers. If a teacher meets the following qualifications he/she shall be paid an additional \$2,500 stipend their last contract payable no later than June 30 of that year.
1. The teacher must declare their intent to retire by March 1 of their last school year. The parties may mutually waive the March 1 required notice date on a case-by-case basis.
  2. The teacher must complete at least 10 years with the School Corporation.
  3. The teacher must have attained retirement age, which is the earlier of:
    - a. Attainment of age 50 plus total ISTRF service equal to 15 or more,
    - b. Attainment of age 55 plus age and total ISTRF service equal to 85 or more,
    - c. Attainment of age 60 plus total ISTRF service equal to 15, or
    - d. Attainment of age 65 plus total ISTRF service equal to 10.

## *Article XII*

### **BACKGROUND CHECKS**

- A. Teachers will notify the superintendent's office by March 1 of the year their license expires of the upcoming expiration. These teachers will be included in the 20% of the staff who must have background checks run for that year. Teachers failing to notify the superintendent's office prior to March 1 of the year of license expiration may be required to pay this fee themselves.

## *Article XIII*

### **TERMS AND GENERAL PROVISIONS**

- A. The term of this contract is July 1, 2021 to June 30, 2023 and shall be in effect for the 2021-22 school year and the 2022-23 school year, expiring June 30, 2023 or until replaced by a successor agreement. In the event that the health insurance premium increase is greater than 2% for the 2022-23 school year, then the amount of the health insurance premium increase which exceeds 2% will be reopened in order to negotiate the amount to be covered by the Corporation and/or employee at the request of both the

School Corporation and the Association. Barring this circumstance occurring, the contract will not be reopened in the 2022-23 school year.

- B. Should any Article, Section or Clause of this Contract be declared illegal by a court of competent jurisdiction, said Article, Section or Clause will be deleted from this Contract to the extent that it is in violation and all other conditions of this Contract shall remain in effect for the term of this Contract.
- C. Copies of this Contract between the Board and the Association shall be posted on the school corporation's web page. The Contract shall be posted within forty-five (45) days of the signing of this Contract.
- D. The Board maintains its legal authority to establish policies, rules, regulations, or practices to govern the school corporation. The Board recognizes its responsibility not to establish policies, rules, regulations, or practices that are contrary to, or inconsistent with, the terms recorded herein.

## **APPENDICES**

### **Appendix A**

The Board will pay the teachers' contribution toward the Teachers' Retirement Fund at 3% of the teachers' salary. For teachers newly employed after August 1, 2017, salaries will be determined by the Superintendent within the range established and reflected in Appendix A. Placement must occur one row lower and up to two rows higher than a salary similar to a teacher currently employed at TCSC with similar years of experience and education.

### **Appendix B**

The Non-Athletic ECA stipends for the designated school year(s) shall be as reflected in Appendix B. The Board will pay the teachers' contribution toward the Teachers' Retirement Fund of the teachers' ECA salary.

### **Appendix C**

The Athletic ECA (IHSAA Sanctioned Sports) stipends for the designated school year(s) shall be as reflected in Appendix C. The Board will pay the teachers' contribution toward the Teachers' Retirement Fund of the teachers' ECA salary.

### **Appendix D**

Extended contracts shall be reflected in Appendix D. For each position specified, compensation will be based on the percentage of their salary for the following positions for which an extended contract is granted as defined in the respective Job Description.

### **Appendix E**

Terminal Pay Supplement Change

### **Appendix F**

Terminal Pay Supplement (formerly Article IV)

## Appendix A

### Salary Schedule

2021-22								2022-23						
	BS	MS			BS	MS			BS	MS			BS	MS
A	\$39,500	\$41,000		X	\$62,500	\$64,000		A	\$41,500	\$43,000		X	\$64,500	\$66,000
B	\$40,500	\$42,000		Y	\$63,500	\$65,000		B	\$42,500	\$44,000		Y	\$65,500	\$67,000
C	\$41,500	\$43,000		Z	\$64,500	\$66,000		C	\$43,500	\$45,000		Z	\$66,500	\$68,000
D	\$42,500	\$44,000		AA	\$65,500	\$67,000		D	\$44,500	\$46,000		AA	\$67,500	\$69,000
E	\$43,500	\$45,000		BB	\$66,500	\$68,000		E	\$45,500	\$47,000		BB	\$68,500	\$70,000
F	\$44,500	\$46,000		CC	\$67,500	\$69,000		F	\$46,500	\$48,000		CC	\$69,500	\$71,000
G	\$45,500	\$47,000		DD	\$68,500	\$70,000		G	\$47,500	\$49,000		DD	\$70,500	\$72,000
H	\$46,500	\$48,000		EE	\$69,500	\$71,000		H	\$48,500	\$50,000		EE	\$71,500	\$73,000
I	\$47,500	\$49,000		FF	\$70,500	\$72,000		I	\$49,500	\$51,000		FF	\$72,500	\$74,000
J	\$48,500	\$50,000		GG	\$71,500	\$73,000		J	\$50,500	\$52,000		GG	\$73,500	\$75,000
K	\$49,500	\$51,000		HH	\$72,500	\$74,000		K	\$51,500	\$53,000		HH	\$74,500	\$76,000
L	\$50,500	\$52,000		II	\$73,500	\$75,000		L	\$52,500	\$54,000		II	\$75,500	\$77,000
M	\$51,500	\$53,000		JJ	\$74,500	\$76,000		M	\$53,500	\$55,000		JJ	\$76,500	\$78,000
N	\$52,500	\$54,000		KK	\$75,500	\$77,000		N	\$54,500	\$56,000		KK	\$77,500	\$79,000
O	\$53,500	\$55,000		LL	\$76,500	\$78,000		O	\$55,500	\$57,000		LL	\$78,500	\$80,000
P	\$54,500	\$56,000		MM	\$77,500	\$79,000		P	\$56,500	\$58,000		MM	\$79,500	\$81,000
Q	\$55,500	\$57,000		NN	\$78,500	\$80,000		Q	\$57,500	\$59,000		NN	\$80,500	\$82,000
R	\$56,500	\$58,000		OO	\$79,500	\$81,000		R	\$58,500	\$60,000		OO	\$81,500	\$83,000
S	\$57,500	\$59,000		PP	\$80,500	\$82,000		S	\$59,500	\$61,000		PP	\$82,500	\$84,000
T	\$58,500	\$60,000		QQ	\$81,500	\$83,000		T	\$60,500	\$62,000		QQ	\$83,500	\$85,000
U	\$59,500	\$61,000		RR	\$82,500	\$84,000		U	\$61,500	\$63,000		RR	\$84,500	\$86,000
V	\$60,500	\$62,000		SS	\$83,500	\$85,000		V	\$62,500	\$64,000		SS	\$85,500	\$87,000
W	\$61,500	\$63,000						W	\$63,500	\$65,000				

## Appendix B

### Non-Athletic ECA Schedule

National and State Sponsored Organizations			National and State Sponsored Organizations		
Indiana State School Music Association/IN Music Educators Association			Indiana Bass Federation		
HS	Instrumental Music	\$3,500	HS	Bass Anglers	\$500
HS	Vocal Music	\$3,500			
MS	Instrumental Music	\$2,300	TCSC Organizations		
MS	Vocal Music	\$1,200	HS	Industrial Tech (Auto Shop)	\$3,250
EL	Student Choir	\$1,100	HS	Nature Center	\$1,700
HS	Vocal Music Accompanist	\$350	HS	eSports	\$1,700
MS	Vocal Music Accompanist	\$350	HS	Chemistry	\$1,600
NASSP/National Honor Society			HS	Industrial Tech	\$1,600
HS	National Honor Society	\$1,200	HS	Industrial Tech	\$1,600
MS	National Junior Honor Society	\$1,200	HS	Color Guard (Formally Majorettes)	\$1,600
NASSP/FFA			EL	Computer Teacher	\$1,550
MS	FFA	\$950	MS	Industrial Tech	\$1,300
NASSP/National Art Honor Society			HS	Auditorium Director	\$1,100
HS	National Art Honor Society	\$750	HS	Student Council	\$1,000
Indiana Association of School Principals			MS	Student Council	\$1,000
HS	Cheer, Fall	\$1,500	HS	Junior Class Sponsor	\$1,000
HS	Cheer, Winter	\$1,500	HS	Junior Class Sponsor	\$1,000
MS	Cheer, Head	\$1,300	HS	Junior Class Sponsor	\$1,000
MS	Cheer, Assistant	\$1,200	HS	Yearbook	\$1,000
HS	Academic Coach	\$900	HS	Technology Integration Specialist	\$1,000
MS	Academic Team	\$900	HS	Technology Integration Specialist	\$1,000
EL	Academic Team	\$900	HS	Technology Integration Specialist	\$1,000
HS	Cheer Assistant G BB Games	\$700	MS	Technology Integration Specialist	\$1,000
MS	Cheer 6th Grade	\$700	MS	Technology Integration Specialist	\$1,000
Robotics Education and Competition Foundation			MS	Technology Integration Specialist	\$1,000
HS	Robotics	\$800	EL	Technology Integration Specialist	\$1,000
MS	Robotics	\$800	HS	Newspaper	\$1,000
MS	Robotics	\$800	HS	Department Head	\$850

# Appendix B

## Non-Athletic ECA Schedule

### Continued

TCSC Organizations				TCSC Organizations		
HS	Department Head	\$850		EL	Kindergarten Round-Up	\$350
HS	Department Head	\$850		EL	Kindergarten Round-Up	\$350
HS	Department Head	\$850		EL	Kindergarten Round-Up	\$350
HS	Department Head	\$850		EL	Kindergarten Round-Up	\$350
HS	Department Head	\$850		MS	World of Creativity	\$350
HS	Department Head	\$850		MS	World of Creativity	\$350
HS	Department Head	\$850				
HS	Department Head	\$850				
HS	Department Head	\$850				
HS	Department Head	\$850				
HS	Department Head	\$850				
HS	Department Head	\$850				
HS	Department Head	\$850				
MS	Team Leader	\$850				
MS	Team Leader	\$850				
MS	Team Leader	\$850				
MS	Team Leader	\$850				
MS	Team Leader	\$850				
EL	Grade Level Chair	\$850				
EL	Grade Level Chair	\$850				
EL	Grade Level Chair	\$850				
EL	Grade Level Chair	\$850				
EL	Grade Level Chair	\$850				
EL	Grade Level Chair	\$850				
EL	Grade Level Chair	\$850				
HS	Senior Class Sponsor	\$600				
HS	Senior Class Sponsor	\$600				
MS	Yearbook	\$400				

CORP	Mentor Teacher (Max of 15)	\$400				
EL	Kindergarten Round-Up	\$350				

## Appendix C

### Athletic ECA Schedule

### IHSAA Sanctioned Sports

HS	Football Varsity	\$6,250		HS	Volleyball Assistant	\$2,000
HS	Basketball Varsity B	\$6,250		HS	Wrestling Assistant	\$2,000
HS	Basketball Varsity G	\$6,250		MS	Basketball Head 7th B	\$2,000
HS	Swimming B/G	\$4,100		MS	Basketball Head 8th B	\$2,000
HS	Baseball Varsity	\$4,000		MS	Basketball Head 7th G	\$2,000
HS	Softball Varsity	\$4,000		MS	Basketball Head 8th G	\$2,000
HS	Volleyball Varsity	\$4,000		MS	Football Head	\$2,000
HS	Wrestling Head	\$4,000		HS	Track Assistant B	\$1,800
HS	Basketball Assistant B	\$3,500		HS	Track Assistant G	\$1,800
HS	Basketball Assistant B	\$3,500		MS	Football Assistant	\$1,700
HS	Basketball Assistant G	\$3,500		MS	Football Assistant	\$1,700
HS	Basketball Assistant G	\$3,500		MS	Football Assistant	\$1,700
HS	Football Assistant	\$3,500		HS	Training	\$1,700
HS	Football Assistant	\$3,500		HS	Swim Assistant	\$1,500
HS	Football Assistant	\$3,500		MS	Basketball 6th B	\$1,500
HS	Football Assistant	\$3,500		MS	Basketball 6th G	\$1,500
HS	Soccer Head B	\$3,200		MS	Track Head B	\$1,500
HS	Soccer Head G	\$3,200		MS	Track Head G	\$1,500
HS	Track Head B	\$3,200		MS	Swimming Head	\$1,500
HS	Track Head G	\$3,200		MS	Wrestling Head	\$1,500
HS	Cross Country	\$3,200		HS	Soccer Assistant B	\$1,200
HS	Tennis Head B	\$2,800		HS	Soccer Assistant G	\$1,200
HS	Tennis Head G	\$2,800		MS	Cross Country	\$1,200
HS	Golf B	\$2,800		MS	Volleyball 8th	\$1,200
HS	Golf G	\$2,500		MS	Volleyball 7th	\$1,200
HS	Basketball 9th B	\$2,500		MS	Golf	\$1,200
HS	Basketball 9th G	\$2,500		EL	Coaching B	\$1,200






## Appendix D

### Extended Contracts

For each position specified, compensation will be based on the percentage of their salary for the following positions for which an extended contract is granted as defined in the respective Job Description.

TITLE	PERCENTAGE	NUMBER OF DAYS
Coordinator of Title III/EL	4.3%	8
Coordinator of Special Education	10.9%	20
Librarian	5.4%	10
Elementary Guidance Counselor/Social Worker	5.4%	10
Middle School Band Director	10.9%	20
Middle School Guidance Counselor	7.1%	13
High School Agriculture	24.5%	45
High School Agriculture	24.5%	45
High School Guidance Counselor	8.2%	15
High School Guidance Counselor	8.2%	15
High School Band Director	10.9%	20

## **Appendix E**

### **Terminal Pay Supplement Change**

Beginning with the 2003-2004 contract, the terminal pay supplement was replaced with a matching annuity program. This program is outlined in the Teachers Contract (Article IV, page 4). The language below has been removed from the previous Teacher Contract but remains here in the Appendix as a record for those who were employed at the time. Those employees have the provision of being paid \$50 per unused sick day that was frozen as of June 2003, payable upon retirement. These provisions do not apply to individuals employed after June 30, 2003.

#### ***FROM ARTICLE IV, A (2012-2013)***

##### **A. Terminal Pay Supplement Change**

A 401 (a) matching annuity program replaces the Terminal Pay Supplement plan beginning with the 2003-04 contract. The Terminal Pay Supplement plan is retained as Appendix G for future reference as needed to fulfill the provisions of this article. As used in this section, “matching annuity program” shall apply to any such program that satisfies the IRS definition of a qualifying 403(b) plan.

Existing teachers’ terminal pay supplement amounts will be calculated on June 30, 2003, and will be paid upon retirement following the guidelines listed below. SB199 pension bonds will be sold to fund the old terminal pay supplement unfunded liability. The proceeds from the pension bonds will provide these teachers with a predetermined severance amount upon retirement. The teacher’s amount will be the accumulated number of unused sick days (maximum 160 days) at \$50 per day on that date and the number of years experience at the end of the school year 2002-03 at \$250 per year (maximum \$7,500). Teachers must qualify under all terms of the Terminal Pay Supplement (Appendix G) to collect the severance pay upon retirement. The Section C Benefits Distribution paragraph 1 language is changed: The retirement severance pay amount will be a one-time payment upon retirement either as a cash settlement or a roll-over into an annuity program of the teacher’s choice. The sick day benefit will continue to accumulate as per Article VI, Leaves, Section G, Sick Leave, but the accumulated days above the amount frozen on June 30, 2003 will not have a severance pay value at retirement time. There will be a one-time buy-out option for teachers who had five or more years of service with the TCSC on June 30, 2003 for the \$250 per year (maximum \$7,500) of service at the discounted value. If the teacher elects this option, the corporation will transfer this amount into the teacher’s corporation annuity plan. Teachers will have until September 30, 2003 to select the buyout program.

## **Appendix F (formerly Article IV)**

### **Terminal Pay Supplement**

#### **A. Eligibility**

A permanent teacher having completed ten (10) consecutive years in this School Corporation immediately prior to retirement and having reached the age of fifty-five (55) shall be entitled to terminal pay supplement as outlined:

1. To be eligible for terminal pay supplement benefits, a teacher must submit, no later than June 1 of the year prior to taking retirement, a written notification to the superintendent of his/her intent to retire. The superintendent may, at his/her discretion, waive the required June 15 deadline upon request of the retiring teacher.
2. If a teacher eligible for terminal pay supplement is forced to retire because of accident or ill health supported by a signed statement of a medical doctor licensed to practice medicine in the State of Indiana, the Superintendent may waive the required notice of retirement.
3. Age fifty-five (55) shall be interpreted to mean the teacher has reached fifty-five (55) years of age on or before August 15 of the first year of said teacher's retirement.
4. In the case of part-time teachers, the terminal pay supplement will be prorated on the extent of the time they teach. For example, half time teachers will receive half of the terminal pay supplement for which they are eligible, 4/7 time teachers will receive 4/7's, etc. In case of fluctuating assignment, the stipend will be calculated on the highest percentage of employment of the last five (5) years.

#### **B. Benefits**

A permanent teacher who qualifies for benefits under this Article may elect:

1. a "one time" amount of two hundred fifty dollars (\$250) per year of service in the Tipton Community School Corporation, to a maximum of \$7,500; and
2. a sick day buy-back at the rate of fifty dollars (\$50.00) for each day of unused sick leave up to the maximum number of days as stipulated in Article VI, Section G, of this contract.

#### **C. Benefits Distribution**

1. The annual distribution of terminal pay shall not exceed four thousand dollars (\$4,000.00) per year until fully paid except as provided under paragraph D. Teacher's Estate.
2. A retired teacher may elect to receive cash payments and/or apply the terminal pay toward insurance premiums.

D. Teacher's Estate

If a teacher who was participating in this Terminal Pay Supplement Program dies before completion of said Program, any remaining stipend(s) which said teacher would have been entitled to receive had the teacher survived shall be paid to the teacher's estate in a single payment.

## TERMS OF THIS AGREEMENT

This Agreement shall continue in effect through June 30, 2023. No provisions of this Agreement, separately or in the entirety, shall be extended orally or through any means except by mutual consent and through a written instrument signed by both parties. The Board and the Association shall take such actions as may be required to give full effect to this Agreement, in part and in whole.

This Agreement is made and entered into in Tipton County, Indiana, on the 12th day of October 2021, by and between the Board of School Trustees of the Tipton Community School Corporation and the Tipton Education Association, both of Tipton, Indiana, and so attested to by the duly authorized signatures below:

The undersigned attest to the following:

1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on [DATE], and electronic participation from the parties and/or public [WAS/WAS NOT] permitted; and
2. A public meeting in compliance with I.C. § 20-29-6-19 was held on [DATE], to discuss the tentative agreement and electronic participation from the governing body and/or public [WAS/WAS NOT] permitted.

Ratified on \_\_\_\_\_ by  
Board of School Trustees  
Tipton Community School Corporation

Ratified on \_\_\_\_\_ by  
Tipton Education Association

\_\_\_\_\_  
Gary Plumer, TCSC Board President

\_\_\_\_\_  
Amy Cole, TEA President

\_\_\_\_\_  
Jennifer Humrichous, TCSC Board Secretary

\_\_\_\_\_  
Kim Warner, TEA Negotiation Team  
Secretary