

SALARY BACK PAYMENT AGREEMENT

THIS AGREEMENT is by and between Tipton Community Schools as Employer (“TCSC” or “Employer”); Amy Cole, President, Tipton Education Association, “TEA” TCSC Teacher’s exclusive representative, and Diane Degenkolb, TCSC Teacher (“Employee”) (collectively the “Parties”) is effective as of December 14, 2021.

RECITALS

- A. TCSC and Employee are in an employer and employee relationship, the salary terms of which are established by the TCSC/TEA Professional Agreement (“TEA Agreement”) and implemented through a Regular Teacher Contract and;
- B. The Parties acknowledge that the salary paid to the Employee under her Regular Teacher Contracts since her hire has been inconsistent with the appropriate salary level for Employee under the TEA Agreement and;
- C. This discrepancy came to TCSC’s attention during the 2021-2022 contract year and; D. The discrepancy has been corrected for the 2021-2022 contract year; and E. The Parties seek to resolve, in good faith, a dispute as to back pay owed to the Employee as a result of this discrepancy.

AGREEMENT

In full and final resolution of this matter, and in consideration of the promises set forth herein, the Parties’ enter into the following Agreement:

1. **Payment.** TCSC shall pay to Employee the sum of Seven Thousand Five Hundred Dollars (\$7,500) December 24, 2021. Payment shall be made to Employee, Diane Degenkolb via the established payroll process.
2. **Confidentiality.** The Parties agree to keep the terms of this Agreement confidential and will not disclose the terms to any third person except by the written consent of all parties or as required by law. This provision does not apply to disclosure to a tax advisor or legal counsel. Parties understand and agree that this provision applies to communications made after the execution of this Agreement, and Parties acknowledge that disclosure of the terms and amounts of this Agreement (by the Parties or anyone who received such information from either party) would be a breach of this Agreement. Parties also understand that this provision does not restrict Employee from remarking on matters of public concern related to Employer.
3. **No Precedent.** This Agreement shall establish no precedent, and each Party agrees not to claim the Agreement as precedent-setting.

This Agreement does not constitute and shall not be construed as an admission of liability or wrongdoing by Employer.

The Parties each represent and warrant that they are not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this agreement. The Parties have had the opportunity to be represented and advised by legal counsel in connection with this Agreement. Each party has had sufficient time to review this Agreement. This Agreement is being made voluntarily and of each Party's own choice and not under coercion or duress. The Parties have full power, authority, and capacity to make commitments contained in this Agreement. The Parties each agree and stipulate that the other Party is relying on these representations and warranties as a material inducement to enter into this Agreement.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter addressed herein. If any provision of this Agreement is held invalid, then to the fullest extent permitted by law, such invalidity shall not affect the validity of any other provision of this Agreement. Each party shall bear its own attorney's fees and costs. This Agreement shall be covered by and interpreted under the laws of the State of Indiana. This Agreement may be executed in one or more counterparts, each of which shall be binding and enforceable as an original, and electronic or facsimile signatures shall be deemed valid as originals.

ACCEPTED AND AGREED:

By: _____
Diane Degenkolb, Employee Date

On Behalf of Tipton Community Schools:

By: _____
Dr. Ryan Glaze, Superintendent Date

On Behalf of the Tipton Education Association:

By: _____
Amy Cole, President Date