

Agreement

between the School Board of Trustees

of the

White River Valley School Corporation

and the

White River Valley Education Association

2015-2016

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AGREEMENT

This agreement is entered into on August 17, 2015 by and between the Board of Trustees of the White River Valley School Corporation, Indiana, hereinafter called the "Board", and the White River Valley Education Association, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "Association".

Now, therefore, in consideration of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I RECOGNITION

A. Exclusive Representative

The Board hereby recognizes the White River Valley Education Association as the exclusive representative of all teachers in the school Corporation.

B. Definitions

1. The term "teacher", when used in this agreement shall refer to all certificated personnel employed by the Board, except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Administrative Assistants to the Principals, Athletic Directors, paraprofessionals, and substitute teachers.

2. The terms "Board" and "Association" shall include authorized officers, representatives, and agents.

3. The term "School Corporation" when used in this agreement shall refer to the White River Valley School Corporation of the County of Greene of the State of Indiana.

4. When references are made to male teachers in this agreement, it also includes female teachers.

ARTICLE II Association Rights

A. Separability of Contract Provisions

If any provisions of this contract or any application of this contract to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Dues Deductions

The Board shall, upon receipt of written authorization of the teacher on a form mutually agreeable to the Board and the Association, deduct from the pay of such teacher for fifteen (15) consecutive pay periods, beginning with the first pay in October, any regular dues designated or certified by the appropriate officer of the Association. Such dues shall be remitted to the

Association provided, however, that no deduction shall be made as the result of an authorization received by the Board later than thirty (30) days after the beginning of the school year and that such deduction shall be consistent with the provisions of applicable state and federal law. The Board shall continue to deduct dues from the pay of teachers having membership in the Association the previous year unless the teacher terminates the deduction by a written statement handed to the school Superintendent/Treasurer by September 1. In the event that a teacher does terminate such deduction, the superintendent shall notify the Association President within five (5) working days. Dues money deducted from the teacher's pay will be returned to the Association no later than fifteen (15) days after said deduction has been made.

C. Payroll Deductions

Upon appropriate written authorization from a teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for annuities, credit union, savings bonds, and contributions to ISTA's Political Action Committees. The written authorization must be in accordance with applicable state and federal law, signed by the teacher, and received by the School Corporation prior to September 15, or between January 15 and February 15. A teacher may request the deductions only once during each of the designated time periods. All such deductions shall be voluntary on the part of the individual teacher.

ARTICLE III COMPENSATION AND EXPENSES

A. Salary Schedule

The teachers' salary schedule is set forth as Appendix A of this agreement.

B. Extra Duties Schedule

The extra duties compensation schedule is set forth as Appendix B of this agreement. It is agreed that the salary will be computed using a base of \$30,940.

C. Retirement Contribution

The board hereby agrees to pay each teacher's contribution of three percent (3%) of gross salary to the Indiana State Teachers' Retirement Fund.

D. Attendance to School Events

All teachers/spouses may attend, at no charge, all school activities including regularly scheduled home athletic events. A retiree and his/her spouse shall have free admission to all school activities for as long as they desire to attend school functions. Central office will provide all retirees/spouses with a free lifetime sports pass upon retirement.

E. Choice of Pay Schedule

Teachers may choose the option of receiving their annual salary in twenty-six (26) equal pay periods or twenty-one (21) equal pay periods. This option must be exercised prior to July 31 by giving written notice to the Superintendent. A teacher will remain on a chosen option each

following school year. The teacher may elect to change the option for the next school year by giving written notice to the Superintendent prior to July 31.

A teacher choosing the option of twenty-six (26) equal pay periods may elect that the teacher's entire summer pay be paid to the teacher in a lump sum. This election must be made in writing to the Superintendent prior to July 31 of the preceding calendar year. All elections for a summer payout will be treated the same. The summer payout will be made prior to July 1 or within two weeks after the School Corporation receives its draw from the County, whichever is later.

F. Additional Salary Adjustments

1. Degree

All future adjustments to a teacher's salary as a result of the teacher obtaining a master's degree shall be effective at the beginning of the payroll period succeeding the date of completion of such degree. The teacher shall provide the School Corporation proof of the completion of such degree in an appropriate and standard form.

G. Retroactive Pay

All adjustments to salary which involve retroactive pay shall be made in one lump sum payment, in a separate electronic deposit.

H. Teacher Compensation Model

The compensation model is contained within the Appendix of this document.

ARTICLE IV GRIEVANCE PROCEDURE

A. Purpose

It is the objective of the Board and the Association to have all grievances resolved at the earliest possible stage of this grievance procedure.

B. Definitions

1. A "grievance" is a claim, submitted by a grievant that there has been a violation or misinterpretation of a specific article or section of this agreement, Board policy, or that the teacher has been treated unfairly.

2. A "grievant" may be a teacher, or group of teachers, or the Association.

3. A "day", when used in this article, shall refer to teacher days as that term is used in the school calendar. During the summer recess, however, the term shall mean weekdays (Monday through Friday).

C. Formal Procedure

1. Level One - Building Principal

a. Within ten (10) days of the time the grievant knew or should have known of the grievance, a formal written grievance may be presented to the building principal. The grievance, on the form approved by the Board and the Association, shall state the grounds for the grievance and the relief requested. The grievance shall be dated and signed by the grievant. The grievance form is attached as Appendix D.

b. A hearing with the grievant and the building principal shall be held prior to the principal's response to attempt to resolve the grievance. Within seven (7) days after receipt of the written grievance, the building principal shall submit his response in writing to the grievant.

2. Level Two - Superintendent

a. If resolution is not achieved through the written response in Level One, the grievant may submit the grievance to the Superintendent or a designee. The grievance must be received by the Superintendent or his designee within seven (7) days of the grievant's receipt of the written response to Level One.

b. Group Grievance - If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent or his/her designee directly and the processing of such grievance shall be commenced at Step Two of the formal grievance procedure.

c. A hearing with the grievant and the Superintendent or his designee shall be held prior to the Superintendent's response in an attempt to resolve the grievance. Within seven (7) days after receipt of the grievance, the Superintendent or his designee shall submit his response in writing to the grievant.

4. Level Three - Final Decision by the Board

At a regular or special meeting within fifteen (15) days following the superintendent's rendering, the Board shall consider the grievance information and render a final and binding decision on the grievance in question.

D. Provisions Relating to the Grievance Procedure

1. A grievance must be processed within the time limits set forth in the foregoing provisions. Time limits herein may be extended only by mutual agreement signed by both parties.

2. All documents, communications, and records dealing with grievances shall be filed separately from the personnel files of the participants and shall not be used for evaluations.

ARTICLE V FRINGE BENEFITS

A. Health Insurance

1. The Board shall provide for teachers a health insurance plan for a twelve (12) month period, which provides full-service individual and/or family type medical care and hospitalization, which includes surgical and major medical provisions. Beginning January 1, 2016, the Board will make a flat dollar contribution to the single plan and flat dollar contribution to the family plan. This dollar amount shall be based on the dollar amount that will place the corporation in

compliance with HEA 1260 at the 109% level. For January 1, 2016, subject to the 109% maximum, these amounts will be as follows:

Single Plan:	Board Contribution	\$9,700
Family Plan:	Board Contribution	\$18,900

The parties agree that should any of the contributions listed above create a violation of HEA 1260, the contributions will be adjusted through mutual agreement to assure compliance with this law.

The Board shall make a contribution to the teacher's Health Savings Account in the amount of the difference between the 109% mark and any premium coming in below that mark of any employee choosing the high deductible plan. Any premium that comes in above the 109% is the responsibility of the employee.

This paragraph applies to the health insurance contributions for the school year 2015-16, with the understanding that changes take place on January 1, 2016, in accordance with the paragraph above. The Board shall pay all but one dollar (\$1.00) per year of the single plan premium. For bargaining unit members who choose the family plan, the board shall pay the single plan premium plus seventy percent (70%) of the difference between the family and the single monthly premium.

2. Teachers who are paid less than 51% of the full time salary shall be considered part-time. Part-time teachers will receive single or family health insurance at a pro-rated dollar amount. Part-time teachers will not receive premium refunds reimbursed from the health insurance company.

3. A detailed description of how to process the reimbursement for major medical expenses as per the November 1, 2000 Temporary Insurance Agreement will be posted in each faculty lounge.

B. Dental and Vision Insurances

The Board shall provide and pay for a single Dental Plan. This single plan will have a minimum coverage as follows: fifty dollars (\$50.00) deductible per year for Basic and Major services, one thousand dollars (\$1,000) annual maximum benefit, pay one hundred percent (100%) of all Preventive and Diagnostic Services, pay eighty percent (80%) of all basic services and pay fifty percent (50%) of all major services. Each teacher may elect family coverage by paying the difference in premiums

The Board shall provide and pay for a 12/24/24 single Vision Plan. The minimum coverage for this plan will be one (1) free eye examination per year, one (1) set of standard quality frames and lenses every two (2) years. Fancy frames and cosmetic lenses will be at additional cost to the teacher. Each teacher may elect family coverage by paying the difference in premiums.

The White River Valley Education Association ("WRVEA") and the Board of School Trustees of the White River Valley School Corporation ("Board") discussed insurances in their September 10, 2008 Discussion Meeting. In that meeting, the group learned that vision insurance carrier would become Blue View, and that these items would no longer be covered in the vision plan. Those items are:

1. *Any lenses made of materials, other than plastic;*
2. *Lenticular lenses.*

Subsequently, the Board voted in its September 18, 2008, meeting to approve the change of vision insurance carrier to Blue View.

If a teacher has a claim for any lenses made of materials, other than plastic, the Board will cover the costs of said claim and reimburse the teacher that part of the claim not paid by Blue View that covers the lenses made of materials, other than plastic. Additionally, if a teacher has a claim for lenticular lenses the Board will cover the costs of said claim as designated in the current vision insurance plan (reimbursed up to \$80.00).

To receive reimbursement for claims for either (1) lens material, other than plastic, and/or (2) lenticular lenses, teachers will provide the superintendent with a copy of a receipt, marked paid, which shows the amount of the specific item to be reimbursed.

C. Life Insurance

The Board shall pay all the premium for a seventy thousand dollar (\$70,000) term life insurance plan for each teacher. This shall be a basic life, accidental death and dismemberment policy. In addition, each teacher shall be entitled to purchase, at each individual teacher's cost, an additional seventy thousand dollar (\$70,000) of term life insurance.

D. Supplemental Insurance

Teachers opting not to enroll in the group health insurance program may enroll in the supplemental insurance program. The Board shall provide one hundred dollars (\$100) per month for each teacher enrolled in the supplemental plan applied at the teacher's discretion towards any program provided by a single insurance agent/company selected by the Association members. This paragraph concludes at the end of the 2015-16 school year and will not exist in subsequent contracts.

E. Wage Assignments

The Board, with discussion with the Association, agrees to select companies for participation in tax sheltered annuity plans. Payroll deductions will be made for those participating.

The Board and the WRVEA will collectively address all changes to IRS 403(b) regulations that will keep the school corporation and its employees in compliance with applicable IRS regulations.

F. Section 125 Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. An amount not to exceed 50% of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which are non-taxable benefits of major medical, long term disability, short term disability, Section 79 life, non-reimbursed medical, and dependent care. All administrative fees to be paid by the Board.

G. Long-Term Disability Insurance

Effective beginning with the 2006-07 school year, each employee shall be covered by a long-term disability insurance program paid for by the Board that provides for a minimum benefit of sixty-six and two-thirds (66-2/3's) of salary to age sixty-five (65) for the first five (5) full continuing years of disability and ninety percent (90%) of salary thereafter to age sixty-five (65). The plan shall carry a Consumer Price Index-W yearly escalator for those on disability and shall not coordinate with employee retirement disability. The plan shall also contain a Social Security Freeze, a successive disability benefit, a recurrent disability clause, and a partial disability provision. The plan shall contain a five-year "Own Occupation": -- definition of "total disability" meaning that during the first five (5) years, the employee is unable to perform the substantial duties of the employee's regular occupation. The five (5) year requirement begins from the date the waiting period is satisfied. This long-term disability insurance policy shall include a ninety (90) day disqualification period. The Board agrees to pay all but \$1.00 of the premium for long-term disability insurance.

H. Annuities

1. For teachers hired after June 30, 2006, the Board will establish and fund a one and one-half percent (1-1/2 %) annuity for each teacher. The vendor shall be mutually selected between the Board and the Association. The teacher is one hundred percent (100%) vested upon deposit.

2. Matching Annuity –In the 2008-2009 school year and thereafter, if a teacher voluntarily contributes up to one and one-half percent (1-1/2%) of his/her contract salary amount to the teacher's individual tax deferred 403(b) annuity, the Board shall make a matching contribution of up to one and one-half percent (1-1/2%) to the teacher's individual 401(a) account. The vendor shall be mutually selected between the Board and the Association. The teacher is one hundred percent (100%) vested upon deposit.

ARTICLE VI BUYOUT AGREEMENT

- A. Retirement Severance Benefits
- B. SEA 199 Agreement
- C. Buyout of Retirement Benefits
- D. Buyout Contributions

A. Retirement Severance Benefits

A teacher who has at least fifteen (15) years of teaching service in the White River Valley School Corporation or its predecessor corporations, as recognized by the Indiana State Teachers' Retirement Fund Board (ISTRF), and who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

1. Group Health Insurance

Immediately following retirement, the teacher, and his/her spouse, shall have the option of remaining in the Board's current group health insurance plan if all of the following conditions are met as of the date of retirement and thereafter:

- a. The teacher was enrolled in the Board's group health insurance plan during the school year immediately before retirement.
- b. While the retired teacher, spouse and eligible dependents, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage.
- c. Within ninety (90) days of the retirement date, the teacher has provided a written request to the Board for continuing insurance coverage for the teacher, spouse and eligible dependents, if any.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Board's group health insurance plan shall terminate, if not earlier terminated according to applicable law. This same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare. It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA. A teacher can stay on the corporation plan for 18 months provided he/she pays for the entirety of the COBRA plan.

2. Term Life Insurance

Each retiree, retiring after January 1, 2002, shall receive \$3,000 of life insurance from the Board for as long as the insurance carrier allows.

3. Severance Pay Calculation

Teachers that retire, resign or die with at least fifteen (15) years of service in the system or its predecessor school corporations, shall be paid at the end of the school year fifty-five dollars (\$55.00) per day of accumulated sick leave that they have remaining up to a total of one hundred and fifty (150) days. Severance amounts will be deposited into each teacher's qualified 401(a). Two thousand dollars (\$2,000.00) of this amount shall be reported by the Board to the Indiana State Teachers Retirement Fund on behalf of the teacher.

B. SEA 199 Agreement

1. Effective Date: The following amendments are made to the Agreement between the White River Valley School Corporation, hereinafter the "Board", and the White River Valley Education Association, hereinafter the "Association", signed the 22nd day of December, 2005. These amendments shall be effective with respect to any teacher retiring on, or after, the first (1st) day of July, 2006. Any teacher who has retired before the effective date will only be entitled to those benefits contained in the prior Agreement dated August 1, 2002 though July 31, 2003.

2. For those wishing to retire or resign at the end of the 2006-07 school year, and thereafter, notice shall be given to the Board by December 31. In the event a teacher is unable to give the required notice of retirement or resignation and is forced to retire or resign as a result of accident, ill health, or for some unforeseen reason, the Board may waive the required notice.

C. Buyout of Retirement Benefits

1. Elimination of Prior Agreement's Severance Benefits

The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier Agreements. Exercising this authority, the Board and the Association now confirm that Sections A, B, D, E and F of Article XI, entitled "Severance Pay Plan" contained in the Agreement immediately before this amendment's effective date are terminated and shall not apply to any teacher retiring or severing employment with the school corporation on or after this amendment's effective date.

2. Vesting Requirement

A teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirement:

the teacher has at least fifteen (15) years of teaching service in the White River Valley School Corporation, or its predecessor corporations.

3. Actuarial Determination of Value of the Current Retirement and Severance Benefits

The Educational Services Company has been selected to determine the present value of unfunded retirement and severance benefits described in the prior agreement. In making this present value determination, the Educational Services Company shall use the following assumptions:

a. Interest Rate. The assumed interest rate for the purpose of determining the present value is four percent (4%) in the first two (2) years of the plan, and seven and one-half percent (7.5%) each year thereafter. However, for post-retirement cash flow purposes, a four percent (4%) interest rate shall be used.

b. Retirement Age. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-eight (58), or at the end of the current year, if the individual is already age fifty-eight (58), or older. If an employee continues employment after the attainment of age fifty-eight (58), the employee does continue to receive all ongoing Board contributions to the annuity to which the employee is entitled.

c. Termination Assumption. The Termination Assumption shall be calculated using the Sarinson T3 Actuarial Table agreed to on the Buyout summary sheet.

d. Retiree Health Insurance. For purposed of calculating the value of the retirement health insurance benefit found in Article X, Section A of the 2002-03 Agreement, the parties agreed to use an assumed annual post-

Retirement group health insurance cost of seven thousand one hundred and twenty dollars (\$7,120.00) for the single premium, with an assumed annual inflation rate of zero percent (0%). The parties assumed that the retiree receives this benefit from the time of retirement until the date the retiree becomes eligible for Medicare. The present value of the retiree health insurance benefit was calculated assuming that teachers do not retire until the teacher has met the requirements outlined in Section e below.

e. Severance Benefit A Years of Service Benefit. The anticipated amount for the years of service pay shall be determined using the amount of the benefit (\$70.00 per year of service) described in Article XI, Section A. of the prior Agreement. However, it is assumed that teachers do not retire until:

- (1) the attainment of age fifty-eight (58), and
- (2) the completion of at least fifteen (15) years of service in the White River Valley School Corporation or its predecessor school corporations.

f. Severance Benefits A and B Sick Day Benefit. The severance benefit regarding the payment for accumulated sick leave days for each teacher will be determined based upon each teacher's sick leave accumulation as of June 30, 2005.

g. FICA. The present value of future severance benefits will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the severance benefits and retirement bridge had been paid directly to the teacher.

h. Exclusion of Employees. Teachers hired after June 30, 2006, shall not be entitled to any payment for severance benefits. In other words, no contribution shall be made for individuals whose first contractual day is after the 30th day of June, 2006.

i. Forfeitures. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if a teacher is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the teacher shall promptly return to employment following the expiration of the period of leave. In the case of a reduction in force, a teacher's account shall not be forfeited until he/she has exhausted his/her recall rights.

j. Mortality. A mortality discount using the uninsured pensioners 1994 table shall be applied.

k. Using the above assumptions and the other assumptions contained on the buyout spreadsheet, the Educational Services Company shall prepare the present value calculations for each teacher and the contributions described hereinafter shall be made into each teacher's 401(a) annuity and VEBA accounts. Said 401(a) annuity and VEBA accounts shall be administered by a mutually agreed upon vendor.

D. Buyout Contributions

1. VEBA. The school corporation shall contribute to a voluntary employee's beneficiary association ("VEBA") as described in section 501(c)(9) of the Code, that amount representing the present value of those benefits as calculated in Section C. Buyout of Retirements, 3. Actuarial Determination of Value of the Current Retirement and Severance Benefits, d. Retiree Health Insurance above. The terms and conditions for the administration and operation of the VEBA shall be as follows:

a. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his/her account shall be invested among the investment options made available by the vendor for the VEBA.

b. Until such time that a teacher has retired and satisfied the the eligibility requirement set forth in this Article, the teacher shall have no access to the assets held in his/her separate VEBA accounts.

c. If a teacher retires, or otherwise terminates employment, before satisfaction of the requirements set forth in this Article, the terminated teacher's VEBA account shall be forfeited. Teachers whose positions are eliminated by a reduction in force shall not forfeit their individual VEBA account assets until their rights to recall have expired. Teachers who are reduced and who are eligible for and fully vested in the severance pay buyout shall be entitled to all monies in his or her buyout at the time he or she is removed from the recall list. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the present value calculations. Therefore, the VEBA accounts of the following teachers will not share in the reallocation of a forfeiture of a VEBA account:

- (i) Teachers who forfeited their VEBA accounts in the same year;
- (ii) Teachers who previously forfeited their VEBA accounts; and
- (iii) Teachers who have attained the age of fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture.

d. Following retirement and the satisfaction of the requirements set forth in section C of this Article, a retired teacher may use the amounts held in his/her separate VEBA account to pay health insurance premiums, group term life insurance premiums, and to be reimbursed for un-reimbursed medical expenses of the teacher, spouse, and dependents. Furthermore following the death of a teacher who had otherwise satisfied the requirements of section C of this Article, any amounts remaining in the deceased teacher's VEBA account may continue to be used to pay these premiums and expenses of the teacher's spouse, and tax dependents. At

no time, may the VEBA make loans to a teacher, his/her spouse, or his/her dependent(s).

e. The school corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

2. 401(a) Plan. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The amount calculated by Educational Services Corporation as the present value of those benefits as calculated in Section C, 3. Actuarial Determination of Value of the Current Retirement and Severance Benefits, e. Severance Benefit A Years of Service Benefit and f. Severance Benefits A and B Sick Day Benefits above shall be deposited in said 401(a) account. The single investment vendor for the 401(a) plan shall be administered by a mutually agreed upon vendor. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

a. The amount calculated for each teacher will be invested in a separate account. There will be no commingling of accounts and each teacher may determine how his/her account shall be invested among the investment options made available by the investment vendor for the 401(a) plan.

b. Until such time that a teacher has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his/her separate 401(a) plan account.

c. If a teacher retires or otherwise terminates employment before satisfactions of the requirements set forth in this Article, the terminated employee's 401(a) plan account shall be forfeited. Teachers whose positions are eliminated by a reduction in force shall not forfeit their individual account assets until their recall rights have expired. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. [However, a teacher who is reduced, and who is eligible for and fully vested in the severance pay buyout, shall be entitled to all monies in his/her 401(a) account at the time he/she is removed from the recall list.] Therefore, the 401(a) plan accounts of the following teachers will not share in the reallocation of a forfeiture of a 401(a) plan account:

- (i) Teachers who forfeited their 401(a) plan accounts in the same year;
- (ii) Teachers who previously forfeited their 401(a) plan accounts; and
- (iii) Teachers who have attained the age of fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture.

d. Following retirement and the satisfaction of the requirements set forth in Section C of this Article, a retired teacher may elect to commence distributions from his/her 401(a) plan account. Following the death of a teacher who had otherwise satisfied the requirements of Section C of this Article, the deceased employee's 401(a) plan account shall be distributed to the deceased teacher's designated beneficiary or to his/her estate, if no beneficiary designation has been made. At no time may a participant borrow from his/her 401(a) plan account.

e. The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) assets.

f. The parties agree that this Article, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current teacher, future teacher, prospective teacher or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and the Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Article shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

ARTICLE VII LEAVES OF ABSENCE

A. Paid Leave

1. Each teacher shall be entitled to paid leave in the amount of seventeen (17) days in each year without loss of compensation. If in any one (1) year the teacher uses less paid leave days than the maximum allowed, the remaining paid leave days will accumulate to a maximum of one hundred fifty (150) days. For teachers hired after June 1, 2011, if in any one (1) year the teacher uses less paid leave days than the maximum allowed, the remaining paid leave days will accumulate to a maximum of ninety (90) days.

2. Beginning with the 2007-08 school year, the Board will buy unused paid leave days at the end of each school year at the rate of sixty dollars (\$60.00) per day for teachers with an unused sick leave accumulation of one hundred and fifty (150) days or more. For teachers hired after June 1, 2011, the Board will buy unused paid leave days at the end of each school year at the rate of sixty dollars (\$60.00) per day for teachers with an unused paid leave accumulation of ninety (90) days or more. The money shall be deposited into an individual 401(a) which has been established by the Board for each teacher. The vendor shall be mutually selected between the Board and the Association. Said 401(a) shall be one hundred percent (100%) vested upon deposit.

3. A teacher may transfer up to three (3) days of accumulated sick leave from another school corporation beginning the second year of employment with the School Corporation and three (3)

days each succeeding year until the number of accumulated days to which the teacher was entitled in the last place of employment is exhausted.

4. A teacher who:

- a. has worked in more than one of the schools consolidated in the White River Valley School Corporation; and
- b. resigned from, was discharged for just cause from, and/or failed to report to work after a recall to one or more of the schools;

will be treated as any other teacher who has changed school corporations and will be allowed to transfer three (3) days of accumulated sick leave each year from the teacher's previous school until such time the number of accumulated days to which the teacher was entitled in the last place of employment is exhausted.

5. An accounting of accumulated paid leave will be included on each pay record the teacher receives.

B. Sick Leave Bank

A sick leave bank was established by the White River Valley Education Association. The School Corporation will assume no involvement in the organization or functions of the sick leave bank other than transferring sick leave days into the bank upon request of the White River Valley Education Association and/or the teachers involved in the sick leave bank.

The White River Valley School Superintendent or his designee shall have an active role with the Sick Bank Committee in cases where special procedures are requested for approval. All normal procedures of the Sick Leave Bank will be the sole responsibility of the Association.

C. Bereavement Leave

A teacher shall be entitled to a leave of absence with pay for up to five (5) school days for each occurrence of death in the immediate family. Up to two (2) calendar days shall be granted for each occurrence of death of other family members. One (1) calendar day shall be granted for each occurrence of death of close friends upon consultation with the building principal.

D. Summer School Leaves

Teachers of summer courses offered for credit shall be eligible to use paid leave, or bereavement leave on the same basis as it is used during the regular school year anytime these days cannot be made up.

E. Study Leave

Upon the teacher's request a leave of one (1) school year without pay may be granted to a teacher who has completed two (2) or more years of service with the School Corporation for the purpose of additional study. To apply for a study leave, a teacher must submit a written request for Board approval to the Superintendent prior to May 1 of the school year preceding the school year for which the leave is requested.

F. Sabbatical Leave

Upon the teacher's request a sabbatical leave may be granted to a teacher who has completed seven (7) years of service with the School Corporation. To apply for a sabbatical leave, a teacher must submit a written request for Board approval to the superintendent prior to May 1 of the school year preceding the school year for which the leave is requested.

G. Professional Leave

Upon a teacher's request a teacher may be granted up to five (5) days for the purpose of attending meetings or conferences of an educational matter with no loss in pay or accumulated days.

H. Childbirth Leave

1. Paternity Leave

When a male teacher becomes a father, the male teacher shall be granted two (2) school days of leave with pay.

2. Maternity Leave

a. A teacher who is pregnant shall be granted a leave of absence but may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:

(1) Any teacher who is pregnant shall be granted a leave of absence anytime between the commencement of her pregnancy and one (1) year following the birth of the child, if she notifies the Superintendent at least thirty (30) days before the date on which she wishes to start her leave. She shall 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. However, in the case of medical emergency caused by pregnancy, the teacher shall be granted a leave as otherwise provided in this section immediately on her request and the certification of the emergency from an attending physician.

(2) The first two (2) days of a maternity leave taken by a teacher shall not be charged against her sick leave. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the teacher is not entitled to take accumulated sick leave days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular duties. The teacher is entitled to complete the remaining leave without pay.

b. Except where a contract is not required under IC 20-28-7.5 in any situation occurring before or after the commencement of leave, the teacher and the School Corporation shall execute a regular teacher's contract for each school year in which any part of the teacher's leave is granted and the teacher shall have the right to return to a teaching

position for which the teacher is certified or otherwise qualified in accordance with the applicable State statutes, regulations, and rules.

c. Rights existing at the time leave commences, which arise from a teacher's:

- (1) status as a professional or established teacher;
- (2) accumulation of successive years of service;
- (3) service performed under a teacher's contract pursuant to IC 20-28-6-8; or status or rights negotiated under IC 20-29 shall remain intact.

d. During unpaid leave not governed by the Family and Medical Leave Act, the teacher may maintain coverage in any group insurance program by paying the total premium including the School Corporation's share, if any, during the leave.

e. During leave extending into a part of a school year, a teacher shall accumulate sick leave proportionate to the number of days for which the teacher receives pay during each school year.

I. Adoptive Leave

A teacher who adopts a child shall be entitled, upon request, to a leave of absence without pay. The leave shall begin at such time as the child is placed in the custody of the teacher and shall extend until the beginning of the next school year. A teacher may be granted, upon request, additional leave until the beginning of the second year following the start of the leave. Requests for such additional leave must be made in writing to the Superintendent at least sixty (60) days before the beginning of the next school year.

The teacher shall give notice to the Superintendent's office in writing at such time as the teacher makes application to an agency for adoption and shall give notice in writing to the Superintendent's office immediately on notice to the teacher from the agency of the fact that the application for adoption is to be filled.

J. Jury Duty and Witness Leave

If a teacher is called to jury duty or is subpoenaed as a witness in court, the Board shall pay the teacher his full per diem salary provided that such teacher shall return to the Board all pay received for such services.

K. Special Leave

Upon the teacher's request, a special leave of one school year without pay may be granted to a teacher who has completed five (5) or more years of service with the School Corporation. The purpose of the special leave may be for illness, travel, education, or employment other than public school employment. Except in cases of an emergency, to apply for a special leave, a teacher must submit a written request for Board approval to the Superintendent prior to May 1 of the school year preceding the school year for which the leave is requested.

L. Summer College Class Leave

Teachers taking summer classes may request summer school leave without pay for a period not to exceed ten (10) days.

M. General Provisions for Approved Leaves of Absence

1. Credit for Service Upon Return to Work

All teachers returning to work from approved leaves of absence shall retain full credit for years of teaching service prior to the leave, including permanent status, if applicable.

2. Credited Sick Leave Days

Sick Leave days accumulated by a teacher prior to an approved leave of absence shall be credited to the teacher upon the teacher's return to work.

N. Association Leave

The Association President or his/her designee, shall be granted up to six (6) days of leave with pay each year to conduct Association business.

O. Special Education Professional Duties Leave

White River Valley Special Education and Special Needs Teachers—Each special education and special needs teacher employed by the Board shall be granted up to three (3) days, paid at the respective teacher's daily rate each year for the purpose of preparing proposed IEPs and related case conference paperwork or testing. It is the responsibility of the special education and the special needs teacher to give notice, in writing, when using these days. Such notice shall be given to the building principal.

ARTICLE VIII MAINTENANCE OF STANDARDS

All conditions of employment as set forth in written Board policy shall be maintained at no less than the minimum standards in effect in the Corporation at the time this contract is signed, provided that such conditions shall be improved for the benefit of the teachers as required by express provisions of this contract.

ARTICLE IX
TERM OF AGREEMENT

This contract binds the following parties to an agreement on July 1, 2015 and continuing in effect through June 30, 2016.

This contract is made and entered into on the 17th day of August, 2015, by and between the Board of Trustees of the White River Valley School Corporation, County of Greene, State of Indiana, (referred to as the "Board"), and the White River Valley Education Association, (referred to as the "Association").

This contract is so attested to by the parties whose signatures appear below.

BOARD OF SCHOOL TRUSTEES OF THE
WHITE RIVER VALLEY SCHOOL CORP.

WHITE RIVER VALLEY
EDUCATION ASSOCIATION

Superintendent

Association Co-President

Board President

Association Co-President

WHITE RIVER VALLEY SCHOOL DISTRICT
APPENDIX A
2015-2016

STEPS	Column 1	Column 2	Leadership
0	35878	37077	37669
1	36681	37888	38480
2	37490	38696	39281
3	38298	39504	40091
4	39106	40575	40898
5	40090	41563	41884
6	41077	42547	42871
7	42062	43535	43859
8	43049	44524	44846
9	44037	45780	45830
10	45205		46997
11			48164
12			49327
13			50494
14			51660
15			53006
16			54350
17			55697
18			57039
19			58388
20			62761

APPENDIX B
WHITE RIVER VALLEY EA EXTRA DUTIES SCHEDULE

2015-16 ECA salaries will be computed using the base salary of \$30,940.

	Index	<u>2015-16</u> Salary
Base Salary Computation:	30940	
H.S. BOYS ATHLETICS		
Varsity Basketball	0.165	5105
Assistant Varsity Basketball	0.057	1764
Reserve Basketball	0.090	2785
Freshman Basketball	0.040	1238
Varsity Track	0.050	1547
Assistant Track	0.025	774
Varsity Cross Country	0.050	1547
Varsity Baseball	0.080	2475
Reserve Baseball	0.045	1392
Varsity Golf	0.030	928
Varsity Tennis	0.030	928
Varsity Soccer		1000
HS GIRLS ATHLETICS		
Varsity Basketball	0.165	5105
Assistant Varsity Basketball	0.057	1764
Reserve Basketball	0.090	2785
Freshman Basketball	0.040	1238
Varsity Volleyball	0.100	3094
Reserve Volleyball	0.050	1547
Freshman Volleyball	0.030	928
Varsity Softball	0.080	2475
Reserve Softball	0.045	1392
Varsity Cross Country	0.050	1547
Varsity Track	0.050	1547
Assistant Track	0.025	774
Varsity Golf	0.030	928
Varsity Tennis	0.030	928
JR. HIGH BOYS		
7th Grade Basketball	0.040	1238
8th Grade Basketball	0.040	1238
Jr. High Cross Country (Boys & Girls)	0.025	774
Jr. High Track (Boys & Girls)	0.030	928
Jr. High Golf	0.025	774

Jr. High Tennis	0.025	774
JR. HIGH GIRLS		
7th Grade Basketball	0.040	1238
8th Grade Basketball	0.040	1238
7th Grade Volleyball	0.040	1238
8th Grade Volleyball	0.040	1238
Jr. High Tennis	0.025	774
ELEMENTARY BOYS & GIRLS		
5th Grade Boys Basketball	0.030	928
6th Grade Boys Basketball	0.030	928
5th Grade Girls Basketball	0.030	928
6th Grade Girls Basketball	0.030	928
5th Grade Girls Volleyball	0.025	774
6th Grade Girls Volleyball	0.025	774
HS ATHLETIC SPORT AREAS		
Varsity & Reserve Cheerleader Coach	0.045	1392
Asst. and Freshman Cheerleader Coach	0.025	774
High School Pep Club Sponsor	0.030	928
JR. HIGH ATHLETIC SPORT AREAS		
7th Grade Cheerleader Coach (1)	0.015	464
8th Grade Cheerleader Coach (1)	0.015	464
ELEMENTARY BOYS & GIRLS ATHLETIC SPORT AREAS		
Elementary Cheerleader Sponsor (2)	0.010	309
JR./HS MUSIC DEPARTMENT		
HS Band Director (includes home games)	0.075	2321
Jr. High Band Director (includes 4 home ballgames each for both boys & girls)	0.050	1547
HS Pom Pon - Rifle Corps	0.030	928
HS Summer Band 1 @	0.050	1547
Jr. High Summer Band 1 @	0.050	1547
Jr./Sr. High Pan Band 1 @	0.050	1547
ELEMENTARY MUSIC DEPARTMENT		
Elementary Summer Band 1 @	0.050	1547
HS SPONSORS		
Academic Newspaper Sponsor (1)	0.030	928
Quiz Bowl Sponsor (1)	0.020	619
Super Bowl Sponsors (2)	0.030	928
National Honor Society Sponsor (2)	0.0125	387
Student Council Sponsor (1)	0.0250	774
7-12 Drama Sponsor (2)	0.0300	928
Concessions Director (1)	0.035	1083
World Language Sponsor (2)	0.0125	387

FCCLA Sponsor	0.020	619
Senior Class Sponsor (2)	0.020	619
Junior Class Sponsor (2)	0.020	619
Sophomore Class Sponsor (2)	0.0075	232
Freshman Class Sponsor (2)	0.0075	232
Special Shop Projects	0.0125	387
Yearbook Sponsor 7-12	0.060	1856
BPA (2)	0.0200	619
HOPE (1)	0.0125	387
Fine Arts Club Sponsor	0.0125	387
Any additional New Club Approved by the Principal	0.0125	387
Department Heads		300
Teacher Mentors		400
 JR. HIGH SPONSORS		
Quiz Bowl Sponsors (1)	0.020	619
Student Council (1)	0.0125	387
7th Grade Sponsor (2)	0.0075	232
8th Grade Sponsor (2)	0.0075	232
Any additional New Club Approved by the Principal	0.0125	387
Teacher Mentors		400
 ELEMENTARY SPONSORS		
Concessions Director (1 per bldg.)	0.035	1083
K-6 Yearbook Sponsor (1)	0.030	928
Any additional New Club Approved by the Principal	0.0125	387
Teacher Mentors		400
 SUMMER SCHOOL		
Summer School Teachers	Per Diem Rate \$24 per hour	
 EXTENDED CONTRACTS		
Vocational Agriculture (1)	30 days	
High School Guidance (1)	10 days	
 OTHER PROGRAMS		
Boys Summer Basketball		\$2,250
Girls Summer Basketball		\$2,250
Girls Summer Volleyball		\$1,500
Babe Ruth Baseball Coach		\$1,500
Asst. Babe Ruth Baseball Coach (as needed)		\$750
Girls Summer Softball		\$500
Teacher Mentor - the amount received from the state for each intern.		
School Improvement Team Member		\$200

APPENDIX C
GRIEVANCE FORM

Name of Grievant _____ Grievance # _____

Date Formal Grievance Filed _____

School _____

Date Cause of Grievance Occurred _____

Statement of Grievance _____

Relief Requested _____

Signature of Grievant _____

Received by _____ Date Received _____

Disposition by Principal _____

Principal's Signature _____ Date _____

APPENDIX D
TEACHER COMPENSATION MODEL
2015-2016

Teacher compensation will be based upon performance using components of the following categories:

Years of Professional Experience
Evaluation
Leadership

Definitions of Terms

1. Year of Professional Experience

Teacher must be on contract a minimum of 120 paid days.

2. Evaluation

Teacher must receive an evaluation rating of Effective or Highly Effective. Any teacher receiving an evaluation rating of Ineffective or Improvement Necessary will not be eligible for any increase to salary.

3. Leadership

For the purpose of qualifying for this criteria, a teacher must meet only one (1) of these eligibility requirements:

- a) Voluntary tutoring/coaching/activity/club sponsorship with a minimum of ten (10) hours and approved by the building principal.
- b) Voluntary building or district leadership committee work, such as school improvement team, textbook adoption, AdvancEd accreditation team, etc. Any other committee that is approved by the building principal
- c) Teacher maintains a minimum of 97% attendance during the 181 day contract. This requirement excludes the following:

- *FMLA Approved Leave
- *Bereavement Leave
- *Personal Days
- *Professional Leave
- *Military Leave
- *Jury Duty

Teachers move on the salary schedule in the following manner:

A teacher moves a step on the salary schedule by receiving an effective or highly effective evaluation and earning a year of experience.

A teacher moves from Column 1 to Column 2 by receiving an effective or highly effective evaluation, earning a year of experience, and completing their Master's Degree. The degree must be completed by at least the first day of the school year in which the teacher moves from Column 1 to Column 2.

A teacher moves from Column 2 to the leadership Column by receiving an effective or highly effective evaluation, earning a year of experience, and meeting the leadership component.

A teacher may move from Column 1 straight to Column 3 by receiving an effective or highly effective evaluation, earning a year of experience, completing a Master's Degree, and meeting the leadership component.

A teacher receiving an evaluation of Ineffective or Improvement Necessary will not be eligible to receive an increase to their salary.

Base salaries will range from \$35,878 to \$62,761.

NOTICE: Once a teacher reaches \$62,761 on the base salary scale, additional monies will be paid in the form of a stipend.

Money that would have been paid to a teacher receiving an Ineffective or Improvement Necessary rating will be distributed equally among all of those teachers receiving an Effective or Highly Effective rating.

The monetary payment to this agreement will begin taking place during the first pay period of January, 2016 (January 8, 2016). The Association may choose to take back payment in one lump sum by the 31st of January, 2016 or have payments spread throughout the rest of the year beginning with the January 8, 2016 paycheck. The Association shall notify the superintendent in writing of the selection by November 30, 2015.