

**AGREEMENT**

**BY AND BETWEEN THE**

**DANVILLE COMMUNITY SCHOOL CORPORATION**

**AND**

**DANVILLE LOCAL TEACHERS ASSOCIATION**

- A. In accordance with the Acts of 1973, Public Law 217, the Danville Community School Corporation hereby recognizes the Danville Local Teachers Association as the exclusive representative of the certified employees of said Corporation except administrators as defined in Article 17. For the purposes of representation, the term administration shall mean all Superintendents, Principals, High School Athletic Director, Directors, and Business Manager.

**July 1, 2021– June 30, 2023**

**TERMS OF AGREEMENT**

This Contract shall be effective as of July 1, 2021, and shall continue in effect through June 30, 2023.

Ratified by vote of the Danville Local Teachers Association on October 8<sup>th</sup>, 2021 and the Danville Board of School Trustees on October 19<sup>th</sup>, 2021.

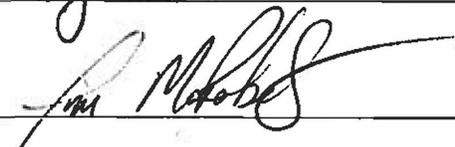
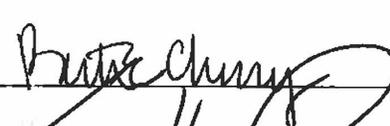
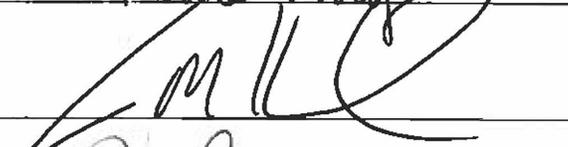
The undersigned attest to the following:

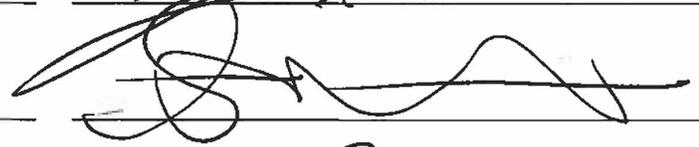
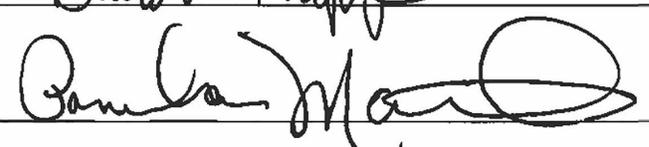
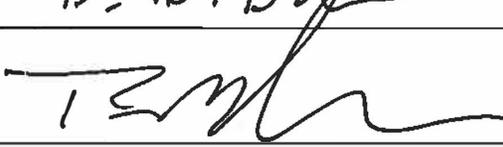
1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on August 9, 2021, and electronic participation from the parties and public was not permitted; and
2. A public meeting in compliance with I.C. § 20-29-6-19 was held on October 6, 2021 to discuss the tentative agreement and electronic participation from the governing body and public was not permitted.

This Contract is so attested to by the parties whose signatures appear below:

**BOARD OF SCHOOL TRUSTEES  
DANVILLE COMMUNITY SCHOOL CORPORATION**

**DANVILLE LOCAL  
TEACHERS ASSOCIATION**

  
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## **ARTICLE 1 - Understanding**

The Danville Community School Board and the Danville Local Teachers Association hereby pledge support to seek avenues of understanding, to present factual data in open discussion, and to respect the responsibilities and concerns of each party respectively.

## **ARTICLE 2 - Insurance**

- A. Hospitalization: A major medical/hospitalization insurance plan shall be made available. This plan shall be reviewed by the Association on an annual basis with the intent being to provide input to the Board in providing the best coverage for the least premium cost. The Danville Community School Corporation shall pay no less than eighty percent (80%) per year on the premium for each individual plan and no less than sixty percent (60%) per year on the premium for a family plan (includes employee and spouse or employee and child) through January 31<sup>st</sup>, 2018. Beginning February 1<sup>st</sup>, 2018, The Danville Community School Corporation shall pay the following dollar amounts toward the respective plans:
  - a. \$7,000 toward an individual PPO 3, PPO 4, or PPO 5 plan, or;
  - b. \$12,500 toward a family PPO 3, PPO 4, or PPO 5 plan.
- B. Life Insurance: A term life insurance policy in the amount of fifty thousand dollars (\$50,000) shall be provided with the school district paying the entire premium except one dollar (\$1.00). Each teacher shall designate a beneficiary of this policy. An additional amount of supplemental life insurance may be elected and paid for by the employee.
- C. Employees that work less than full time will be entitled to pro-rated insurance benefits and benefit days.
- D. Dental: The School Corporation shall offer an optional dental insurance program where the Board shall pay no less than eighty percent (80%) per year on the premium for each individual plan and no less than sixty percent (60%) per year on the premium for a family plan (includes employee and spouse or employee and child).
- E. Any teacher on an approved, unpaid leave of absence from Danville Community School Corporation may continue membership in any insurance program provided by the Corporation during the leave period; however, the entire cost of the monthly premium shall be paid by the employee from the time the leave begins until one (1) month after the leave terminates and the employee returns to work.
- F. Long Term Disability: The Corporation shall provide long term disability insurance for all teachers. It shall provide a minimum benefit of sixty percent (60%) of salary or a maximum of fifteen hundred dollars (\$1,500.00) per month with a ninety (90) day waiting period. The Corporation shall pay fifty-five percent (55%) of the premium which is based upon the individual's salary.
- G. Benefit Program - Section 125: The Danville Community School Corporation will provide a flexible benefit plan under Section 125 of the Internal Revenue Code. Any administrative cost assessed by the TPA, if any, will be borne by the employee. The Association and superintendent shall agree upon the TPA.
- H. Family and Medical Leave Act: In accordance with the Danville Community School Corporation Policy Handbook, Policy No. 3430, Family and Medical Leave Act of 1993, an employee may find it necessary to take a leave of absence from work for certain family or medical reasons. (Form is available from the Corporation Office).

### **ARTICLE 3 - IRA**

The Danville Community School Corporation will provide payroll deduction for those individual teachers who are interested in participating in an Individual Retirement Account. The Corporation will not participate financially in the program. The Association shall select a single financial institution where the IRA accounts shall be established.

### **ARTICLE 4 – 401(a) Plan**

- A. Establishment: The Danville Community School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Internal Revenue Code (the “401(a) Plan”). Subject to change in future negotiations, the School Corporation will annually make non-elective contributions to the 401(a) Plan equal to the product of two (2) percent times an eligible teacher’s compensation paid for the school year. This plan will remain in effect for teachers hired prior to October 5, 2015.
- B. Teachers hired after October 5, 2015, may also receive up to a two (2) percent 401 (a) contribution equivalent to their contribution into a matching 403 (b) account. Contributions need to be made in not less than one (1) percent increments.
- C. Terms and Conditions: Representatives of the Danville Community School Board and the Danville Local Teachers Association shall select a single investment vendor for the 401(a) Plan. The 401(a) Plan’s terms and conditions will be otherwise determined by the Danville Community School Corporation, except that the following shall apply:
  - 1. Separate Accounts: The contributions made for each teacher will be invested in a separate account within the 401(a) Plan. There will be no co-mingling of accounts and each teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor selected for the 401(a) Plan.
  - 2. Vesting: Until such time that a teacher has retired or terminated employment and has also satisfied the vesting requirements hereinafter described, the teacher shall have no access to the assets held in his or her separate 401(a) Plan account. A teacher shall be fully vested in the teacher’s 401(a) Plan account if the teacher has completed not less than five (5) full contract years of service as a professional educator with the Danville Community School Corporation.
  - 3. Distributions: Following termination of employment, but not before, a teacher may elect to commence distributions from his or her vested 401(a) Plan account. If a teacher shall die after having satisfied the vesting requirements of Subsection B2 of this Article 7, the deceased teacher’s 401(a) Plan account shall be distributable to the deceased’s designated beneficiary or to his/her estate if no beneficiary designation has been made. (At no time may an individual borrow from his or her 401(a) Plan account.)
  - 4. Costs: Danville Community School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. However, to the extent allowed by applicable law, the Danville Community School Corporation shall be reimbursed for its reasonable expenses incurred in the administration 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) Plan assets, including any forfeiture, in any reasonable manner as determined by the Danville Community School Corporation.
- D. Additional Contributions and Plans: The Danville Community School Corporation may make additional contributions to the 401(a) Plan, and it may establish other qualified plans as described in section 401(a) of the Internal Revenue Code, subject to such terms and conditions as the School shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or, for administrative convenience, maintained as part of the 401(a) Plan.
- E. Future Adjustments: Except as otherwise limited by applicable law, it is understood that the Danville Community School Board and the Danville Local Teachers Association may, in the future, bargain modifications of any kind to Article 4, provided however, that the expiration or revision of this Article 4 shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Article 4 .

## **ARTICLE 5 - Sick Leave**

- A. Each teacher under contract shall be entitled to be absent from work for illness or family illness for a total of ten (10) days the first year and seven (7) days in each succeeding year, without loss of compensation. A teacher under an extended contract of at least twenty (20) days shall be entitled to one (1) additional day of sick leave.
- B. If in any one school year the teacher shall be absent for such illness less than the stated number of days, the remaining days shall be accumulated to a maximum capacity of the greater of 90 days, or the number of days accumulated as of the end of the 2018-19 school year. When a teacher's balance reaches 90 days, or the individual cap established at the end of the 2018-19 school year, accumulated sick days will be capped. Excess sick leave above the capped number not used in the school year will be paid to the teacher at the end of the school year in which the cap is exceeded in the amount of \$63.75 per day above the cap. This amount shall include payroll benefits (ie. TRF, OASDI, etc.). If a teacher had accumulated more than 90 days at the end of the 2018-19 school year, the teacher will be permitted to continue to use (and will not have paid out) such days, and this provision will not apply to such teacher until the teacher's leave balance returns to 90 days, or the individual cap established at the end of the 2018-19 school year.
- C. If a teacher has accumulated sick leave days in a prior school corporation(s) of employment, the Corporation will transfer three (3) days per year and continue doing so until all days have been transferred.
- D. This leave may be used for your own personal illness or injury, legal quarantine or for an illness or injury of your spouse, child or parent or for persons residing in your household who are dependent upon you for care and support and which necessitates your absence from work. It is also available for visits to health care providers for you or your spouse, child, parent or persons living in the same household with you.

## **ARTICLE 6 - Voluntary Sick Leave Bank**

- A. The purpose of the sick leave bank is to provide sick leave pay to contributors to the sick leave bank after their individual accumulated leave has been exhausted due to prolonged illness or accident.
- B. Membership:
  - 1. Participation in the sick leave bank shall be on a voluntary basis and shall be open to all certified school personnel.
  - 2. To become a member of the sick leave bank, one day from the participant's accumulated sick leave must be donated to the sick bank.
  - 3. Enrollment shall be open during the first thirty (30) calendar days of each school year or the first week of employment.
- C. Use of Sick Leave Bank:
  - 1. A member may apply for the use of day(s) in the sick leave bank after the following terms have been met:
    - a.) The members own sick leave and personal leave days have been used.
    - b.) A member applying to the sick leave bank for the use of days shall submit a statement in writing, supply a doctor's statement, and file any form required by the Sick Leave Bank Committee.
  - 2. Sick leave bank is only for use during regular contract workdays.
  - 3. Sick leave bank days shall not cover pregnancy unless pregnancy complications before and/or after childbirth are attested to by a physician as qualifying the teacher for medical leave. The teacher will then be eligible for sick leave benefits subject to section D of this article.
  - 4. Sick leave bank days shall be used only by the individual contributor for his/her personal or immediate family illness.

5. Days granted from the sick leave bank shall be credited to the account of the applicant. Should all borrowed days not be used, the days shall be returned to the sick leave bank.
6. Period reviews by the sick leave bank committee of all use shall be made. No use shall extend more than thirty (30) working days without review by the committee.
7. A recipient of days from the sick leave bank that are used for his/her personal illness will not be required to repay the borrowed days
8. A recipient of days from the sick leave bank who uses the days for his/her immediate family illness who stays in the employment of the Corporation shall be required to repay those days as follows:
  - a) The Corporation's payroll department will deduct two (2) days from the employee's sick day balance each year at the time of accrual.
  - b) The recipient may transfer any accumulated sick days to the sick leave bank as payment of the days borrowed.
  - c) The recipient may use a combination of the two above.
9. A recipient who retires, becomes totally disabled, or dies after borrowing days from the sick leave bank and who still owes days, is exempt from repayment.
10. A recipient who leaves the corporation's employment may have the financial value of the remaining days due deducted from his final check(s) at the daily rate at the time of the loan. The number of days repaid in this manner will be credited to the sick leave bank.
11. Repayment shall begin the school year immediately following withdrawal of days from the bank.
12. Days that are contributed to the sick leave bank cannot be reclaimed.

D. Sick Leave Bank Committee:

1. The sick leave bank committee shall consist of the Superintendent of the Danville Community Schools or his designee, and four contributing members of the sick leave bank to be appointed by the President of the Danville Local Teachers Association.
2. The sick leave bank committee will approve or deny all requests to draw on the bank within ten (10) working days after the request is received. The decision will be returned in writing within this period.
3. The sick leave bank committee shall have the right to limit the number of days granted from the bank
4. All decisions shall be made by a majority vote of the entire committee.
5. All decisions of the sick leave bank committee to grant, deny or suspend grants of sick leave days from the sick leave bank will be final and binding and not subject to grievance.
6. The sick leave bank committee will assess each participating member one day per school year, unless the days held by the bank are deemed sufficient by the committee. In that case no additional days would be assessed; however, new members would be required to donate one day. If the committee felt the sick leave bank were in danger of being depleted, an additional day might be requested from each member at the discretion of the sick leave bank committee.
7. The sick leave bank committee shall be empowered to adopt rules and regulations, to design required forms and to make decisions required to administer the bank.

**ARTICLE 7 - Personal Leave**

- A. Each teacher shall be entitled to four (4) days for transaction of personal business and/or the conduct of personal or civic affairs during each school year of employment. A teacher wanting to use a personal leave day must notify their building principal of their intent to take a personal leave day so that a substitute can be scheduled to cover their classroom responsibilities while they are gone. Except in an emergency situation, these days will not be used immediately before, or after the following days off from school: Winter Break, Martin

Luther King Day, Presidents Day, Spring Break, Memorial Day, Independence Day, Labor Day, Fall Break, and Thanksgiving Break. An emergency is defined as times that an employee cannot control the date or time for the activity or event but it is a personal commitment. Should an emergency be declared by the teacher, any determination shall be made by the Superintendent of Schools and the President of the DLTA.

- B. No personal days may be taken in addition to the four (4) allotted personal days with or without pay; unless prior approval is granted by the superintendent.
- C. Unused personal leave will be added to a teacher's sick leave.

#### **ARTICLE 8 - Parent Leave**

- A. 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 for her position. 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. This leave may be taken without jeopardy to re-employment, retirement and salary benefits.
- B. In the case of the birth or adoption of a child, the teacher adopting the child or either parent of the newborn child who is employed as a teacher may elect to take a one-year unpaid parental leave of absence. The Superintendent may require the teacher to provide a copy of the birth certificate of the newborn or proof of the adoption, as applicable. This leave may be taken without jeopardy to re-employment, retirement and salary benefits.
- C. In the case of the birth or adoption of a child, the teacher adopting the child or either parent of the newborn child who is employed as a teacher may elect to take up to three (3) paid days for parental leave. The Superintendent may require the teacher to provide a copy of the birth certificate of the newborn or proof of the adoption, as applicable.

#### **ARTICLE 9 – Bereavement Leave**

- A. In the event of death in the immediate family, (immediate family defined as spouse, father, mother, son, daughter, brother, sister) the leave with pay will be for not more than five (5) school days' absence beyond the day of the death.

In the event of death in the extended family (extended family defined as aunt, uncle, niece, nephew, grandparent, grandchild, great-grandparent, great-grandchild, the leave with pay will be for not more than three (3) schools days' absence beyond the day of the death.

Leave will pertain also to the spouse of any of these in this article, or person living within the home as part of the family. If you are married, leave may be available for the same members of your spouse's family. In the event of extenuating, or unforeseen circumstances requiring additional leave, a written request may be made to the superintendent to consider approval of up to five (5) additional days of leave.

#### **ARTICLE 10 - Professional Leave**

- A. Occasionally it is desirable that the school corporation grants professional leave to its staff for the improvement of the school as well as the teacher. When this situation presents itself, the teacher shall submit an application, approved by the building principal, to the superintendent, requesting release time for such leave. The application is to be submitted with reasonable notice.
- B. Reimbursement for attendance at such approved meetings will include registration fees for the meeting; mileage, if driving, to and from the place of the meeting, will be paid at the existing IRS allowable rate as approved by the School Board by the most direct route; and, in addition any other justifiable expenses incurred which will not exceed \$65.00 per day. Receipts must be submitted with the claim for reimbursement.

- C. Up to three (3) days annually without loss of pay will be granted for the DLTA president, or proxy, to conduct DLTA work.

### **ARTICLE 11 - Military Leave**

Military leave will be granted to any teacher who is inducted or called to duty during time of a declared war or military action, or drafted into a branch of the Armed Forces. Up to four (4) years credit on the salary schedule will be granted for military service. The teacher shall have up to sixty (60) calendar days after release from active duty to notify the Board of his or her intention to return to the Corporation.

### **ARTICLE 12 - Tax Sheltered Annuity**

Payroll deductions for a tax sheltered annuity program shall be made available at the written request of an individual teacher employed by the Danville Community School Corporation. These annuities shall be secured from agents and/or companies that satisfy the IRS regulation that will take effect on January 1, 2009. The approved 403 (b) vendors for our district are VALIC, AXA/Equitable, Horace Mann. The school corporation will not participate financially in this program.

### **ARTICLE 13 - Jury Duty**

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

### **ARTICLE 14 - Grievance Procedure**

Section 1 - Definition: A grievance is an alleged violation or claimed misrepresenting of a specific section of this contract.

Section 2 - Purpose: The purpose of this grievance procedure is to secure, at the lowest possible administrative level an equitable solution to the grievance.

Section 3 - Procedure:

- A. The grievant will detail in writing the nature of the alleged grievance. Grievances shall be processed within the time limits outlined in this contract. Every effort shall be made to expedite the process. The time limits may be extended by the mutual consent of both parties.
- B. A grievance may be withdrawn at any time by a written statement by the grievant to the building principal and/or superintendent.
- C. If there is a failure to communicate the decision on a grievance within the specified time limit, excluding vacation days, at any level, the grievant shall then be awarded the remedy claimed.
- D. The grievant, the Association president, the building principal and the superintendent shall receive a copy of the grievance and its disposition at each level.
- E. Form(s) to be used in the grievance procedure will be agreed to under this contract and is set out in Appendix C. Such form(s) will be available in each building, to be obtained from the building principal.
- F. Level One:
  - 1. The grievant with an alleged grievance shall file the alleged grievance in writing with the building principal, except in matters of salary or salary related fringe benefits, which must be filed at Level Three. The written

grievance shall name the school employee involved, shall state the facts giving rise to the grievance, shall identify by specific reference all sections of this agreement alleged to be violated, shall state the contention of the grievant with respect to the provision of said section, and shall indicate the specific relief requested.

2. If the grievant does not file a grievance in writing within forty-five (45) calendar days after the occurrence of the alleged grievance, the alleged grievance shall be waived.
3. The principal shall have seven (7) calendar days to reach a decision on the alleged grievance. Said decision is to be sent to the grievant.

G. Level Two:

1. If the grievance is not settled at Level One, it may be appealed to the superintendent, stating the grounds for appeal. A meeting with the superintendent shall be held within ten (10) calendar days following the receipt of such notice and the superintendent shall promptly notify the grievant of the date, time, and place where such appeal shall be heard. The superintendent's written decision shall be transmitted to the grievant within five (5) calendar days after the hearing.

H. Level Three:

1. If the grievance is not settled at Level Two, it may be appealed to the Board by submitting the written grievance to the secretary of the Board. At the next regularly scheduled meeting, the Board shall designate a committee to meet with the grievant for the purpose of hearing the grievance. Said meeting shall take place within thirty (30) days from the Board's appointment of the committee to hear the grievance. Written notice of meeting time, date, and place shall be sent to the grievant. Within fifteen (15) days after such meeting, the Board shall rule on the disposition of the grievance. The findings and action of the Board are final.

I. Level Four:

1. Nothing in this procedure shall abrogate the right of the aggrieved teacher and/or the Association to file a complaint with the Indiana Education Employment Relations Board (IEERB).

#### **ARTICLE 15 - Summer Employment**

- A. Summer school teachers of state approved and financially supported courses will be paid at the rate determined by the teacher's placement on the then current salary schedule at their daily pay. The number of years of experience will remain the same as the school year just completed. Teachers of courses which are unapproved by the state for financial support shall be paid at the current hourly rate for these courses as established by the Board.
- B. Summer school teachers shall be allowed one (1) sick/personal leave day per twenty (20) day teaching period.
- C. Unused sick/personal leave day shall be added to a teacher's regular school year sick leave.

#### **ARTICLE 16 - Compensation for Professional Services Outside the Contracted School Day**

- A. The teacher contract length is one hundred eighty-five (185) days. A teacher workday is seven and one-half (7.5) hours. A period is a minimum of forty (40) minutes. **(All information in Article 16A is for informational purposes only and was not bargained.)**
- B. Teacher attendance at training sessions requested by the administration beyond contracted time listed in Article 16A, will be compensated at the current base hourly rate of beginning teachers. This does not include college course work.
- C. Any special services team teacher requested to work outside the school year as listed in Article 16A, will be compensated at his or her hourly rate with prior approval of the superintendent.

- D. Additional compensation is not approved when teachers have professional leave and/or expense reimbursement granted to attend conferences, in-service, teacher training during the regular school year.
- E. Teachers who desire to write curriculum documents shall apply to the curriculum coordinator. Those approved will receive compensation as follows:
 

One year courses meeting 5 days per week	\$400.00
One semester/trimester courses meeting 5 days per week	\$200.00
All other courses	\$100.00
- F. Teachers who revise curriculum documents shall be compensated.  
Teachers will be notified by the curriculum director in advance of the type and amount of compensation.
- G. The teacher or teachers responsible for administratively assigned detention supervision, student study table, or tutoring will be compensated at the current base hourly rate of beginning teachers.
- H. Teachers will earn \$12 per period for covering another staff member’s classroom of students on one’s own preparation period. This benefit will be paid in total at the end of each semester.

**ARTICLE 17 -Definition of Administration**

- A. For the purposes of representation, the term administration shall mean all Superintendents, Principals, High School Athletic Director, Directors, and Business Manager.

**ARTICLE 18 – Expanded Criminal History Background Check**

The Danville Community School Corporation will pay costs of required Expanded Criminal History Background Checks every five years for existing teachers as established under HEA 1079.

**ARTICLE 19 –Retirement Incentive for early notification**

- A. Danville Community School Corporation agrees to provide a \$2,000 retirement bonus for eligible retirees who provide timely notice of their intent to retire at the end of the school year. Written notice must be received by the office of the superintendent not later than 4:00 pm on February 1st, in the year of retirement.

**APPENDIX A  
DANVILLE COMMUNITY SCHOOL CORPORATION**

**COMPENSATION MODEL**

Section 1: The salary range for teachers is between \$41,500 and \$80,010 (based on a 185 day teacher contract) before any increases under this Contract. After the 2021-22 increase is awarded, full time teacher salaries will range between \$47,000 and \$87,500. After the 2022-23 increase is awarded, the full-time teacher salaries will range between \$50,000 and \$91,500.

Section 2: The annual salary for teachers new to Danville Community Schools, shall be determined by the Superintendent, and will require approval from the school board. Such teachers shall be placed in the same salary range of current teachers with similar education and experience. When the teaching position is determined to be a high need area, placement shall not deviate from the salary range of current teachers with similar education and experience by more than 15% and will require approval from the school board. Recognized experience will include accredited public schools. The superintendent will notify the DLTA president when this provision is utilized.

Section 3: The superintendent may negotiate salary placement with teachers retired from INPRS when hiring or re-hiring the teacher. The final amount will not exceed the salary range available to current teachers.

Section 4: A teacher must be rated effective or highly effective AND work at least 120 days to receive any increase in compensation in each respective year of the 2021-22, or 2022-23 school year. Teachers rated as ineffective or improvement necessary remain at their prior year salary. ECA stipends are not affected by this statutory requirement.

Section 5: Compensation Model

Each teacher will be eligible to earn points for specific performance in the following four defined categories:

1. Evaluation (maximum of five (5) points)
  - i. Teacher evaluated as effective or highly effective will receive five (5) points
2. Experience (maximum of one (1) point)
  - i. One year's experience is defined as a minimum of 120 days in "pay status" per ISTRF
3. Academic Needs of the School Corporation (maximum of one (1) point)
  - i. Approved PGP's of 30 or more for that contract year.
4. Education (maximum of one (1) point)
  - i. Teachers possessing a Master's degree in content area will receive one (1) point.

The total point value for the compensation model will be eight (8) points.

A total of six (6) points must be earned for a teacher to be eligible for performance compensation.

The amount of performance compensation by a teacher will be determined by the following formula:

The total amount of Education Fund dollars bargained for performance compensation divided by the aggregate total of points earned by all teachers paid from General Fund equals “dollars per point”. The amount of dollars per point is then *multiplied by* the number of points earned by an individual teacher to calculate his/her performance compensation. This model shall be used to calculate the teacher base salary for the 2021-22 and the 2022-23 school years.

Teachers who are paid from funds other than the Education Fund will receive the same amount of performance compensation as someone paid from the Education Fund earning the same amount of points. Any teacher on a partial contract, who is eligible for performance compensation, will receive a pro rata share of performance compensation relative to the percentage of their contract to a full contract.

Section 6: For each school year of the contract period a certain dollar amount will be determined during the current negotiation period and will be allocated to the Compensation Model. The total money to be funded into the teacher compensation model will be \$781,967 for the 2021-22 contract. The total money to be funded into the teacher compensation model will be \$505,144 for the 2022-23 contract. These amounts include wages excluding wage related benefits and health insurance costs.

If the 2022 September ADM count exceeds 2,570 students, or decreases below 2,516 students then the parties agree to reopen the contract during the bargaining window and negotiate the revenue generated, or lost respectively, above or below these established limits.

Section 7: Any teacher who is declared ineligible for a salary increase due to their performance evaluation, may request in writing a personal conference with the Superintendent or his/her designee. This provision was not bargained and is for informational purposes only.

Section 8: For the 2021-22 and 2022-23 contract years, the amount of “raise” allocated to certified staff that is determined to be ineligible for a salary increase and new teachers to the district will be fully re-distributed by way of the compensation model to teachers rated effective or highly effective and otherwise eligible for a raise.

## DCSC Sample Compensation Model

The following model is only for illustration purposes to demonstrate how points earned translate into base compensation earned in a given year.

### Step 1: Points Available for Performance (Maximum possible total = 8 points)

- |    |                     |      |
|----|---------------------|------|
| 1. | Years of Experience | 1.00 |
| 2. | Evaluation          | 5.00 |
| 3. | Academic Needs      | 1.00 |
| 4. | Education           | 1.00 |

A teacher must earn a minimum of six (6) points to be eligible for performance compensation

#### Sample Performance Scenarios

**Teacher A:** 170 days of payroll status, MS Degree, Effective evaluation, earned 30 PGP's

**Teacher B:** 185 days of payroll status, Highly Effective evaluation

**Teacher C:** 100 days of payroll status, Effective evaluation

**Teacher D:** 185 days of payroll status, Needs Improvement evaluation, earned 30 PGP's

**Teacher E:** 185 days of payroll status, Highly Effective evaluation, earned 30 PGP's

### Step 2: Teacher Points Earned Based on Performance

	Teacher A	Teacher B	Teacher C	Teacher D	Teacher E	Total Points
Experience	1.00	1.00	0	1.00	1.00	
Evaluation	5.00	5.00	5.00	0	5.00	
Academic Needs	1.00	0	0	1.0	1.00	
Education	1.00	0	0	0	0	
Total Points Earned	8.00	6.00	0.00	0.00	7.00	<b>21</b>

### Step 3: Negotiated Amount of Education Fund Dollars Available for Teacher Salary Increase (Sample)

Total dollars bargained = \$6,000 for this sample

Total points earned by all teachers = 21 points for this sample

- Note Teacher C did not earn minimum number of points (6), Teacher D is not eligible for raise due to evaluation.

Total Dollars Available \$ 6,000 / Total points earned (21) = **\$ 285.71 per Point**

### Step 4: Individual Teacher Performance Compensation Calculation (Sample)

	Points		\$ per Point		Performance Compensation Increase
Teacher A	= 8.00	X	\$285.71	=	\$ 2,285.68
Teacher B	= 6.00	X	\$285.71	=	\$ 1,714.26
Teacher C	= 0.00	X	\$285.71	=	\$ -
Teacher D	= 0.00	X	\$285.71	=	\$ -
Teacher E	= 7.00	X	\$285.71	=	\$ 1,999.97

	Previous Year Base Salary		Increase		New Year Base Salary		
Teacher A	\$ 58,746	+	\$ 2,285.68	=	\$ 61,031.68	=	3.9%
Teacher B	\$ 38,876	+	\$ 1,714.26	=	\$ 40,590.26	=	4.4%
Teacher C	\$ 55,636	+	\$ -	=	\$ 55,636.00	=	0.0%
Teacher D	\$ 44,751	+	\$ -	=	\$ 44,751.00	=	0.0%
Teacher E	\$ 66,176	+	\$ 1,999.97	=	\$ 68,175.97	=	3.0%

**APPENDIX B  
EXTRA-CURRICULAR ACTIVITY SALARY SCHEDULE**

The extra-curricular positions are negotiated positions which, according to need, may or may not be filled at the issuance of contract by the School Board with the advice of the administration. It shall be the option of the School Board to assign more than one individual to a negotiated position as determined by the level of involvement in the program at any time under contract. **The number of positions indicated per category has not been bargained and is presented for informational purposes only.**

Payments for ECA Assignments will be made according to the following group assignments:

Group A: 50% payment at the halfway mark of the season and 50% at the end of the season for Group numbers – 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 16, 22, and 23.

Group B: Payment will be spread out over all payroll checks for the contract year for Group numbers – 12, 13, 14, 15, 17, 18, 19, 20, and 21.

**EXTRA CURRICULAR ASSIGNMENTS COMPOSITE SCHEDULE INDEX  
BASED ON \$47,000 for 2021-22 and \$50,000 for 2022-23 BEGINNING SALARY**

**HIGH SCHOOL ATHLETICS**

**Group Index Amounts and Positions (Multiply group index amount X current year beginning salary rate)**

**Group 1 0.3017**

Head Boys Basketball  
Head Football  
Head Girls Basketball

**Group 2 0.1211**

Head Wrestling	Head Volleyball
Head Baseball	Head Girls Track
Head Boys Track	Head Girls Swim
Head Boys Swim	Head Girls Softball
Head Boys Soccer	Head Girls Soccer
	Head Cheerleading

**Group 3 0.1687**

Co Ed Head Track	Co Ed Head Swimming
Co Ed Head Cross Country	

\*Applies school year 2021-22 for Head Track, but only for Head Swimming, or Cross Country when the current Boys and Girls Head positions entering the 2021-22 school year are both vacated by the existing approved coaches. The remaining positions listed in this group will be transitioned from the previously existing groups as they are vacated by existing personnel. Until then, Head Swimming and Head Cross Country will be paid at the rates established by their existing group designations.

**Group 4 0.1139**

Assistant Boys Basketball (4)

Assistant Girls Basketball (3) plus (1) position annually as needed when the number of student athletes participating warrants adding an additional team to the girl's program.

Assistant Football (5)

**Group 5 0.0779**

Head Boys Cross Country

Head Girls Cross Country

Head Boys Tennis

Assistant Wrestling

Assistant Baseball (2)

Assistant Boys Track (2)

Assistant Boys Swim

Assistant Soccer

Head Boys Golf

Head Girls Golf

Head Girls Tennis

Assistant Volleyball (2)

Assistant Girls Track (2)

Assistant Girls Swim

Assistant Softball (2)

Assistant Girls Soccer

**Group 6 0.0476**

Assistant Boys Tennis

Assistant Cross Country

Assistant Girls Tennis

Assistant Cheerleading

**Group 7 0.0240**

Weight Trainer (2)

**MIDDLE SCHOOL ATHLETICS**

**Group 8 0.0779**

8th Grade Boys Basketball

7th Grade Boys Basketball

8th Grade Football

7th Grade Football

8th Grade Girls Basketball

7th Grade Girls Basketball

**Group 9 0.0605**

Wrestling

Boys Track

Swimming

Girls Track

8th Grade Volleyball

7th Grade Volleyball

**Group 10 0.0476**

Assistant 8th Grade Boys Basketball  
Assistant 7th Grade Boys Basketball  
Assistant 8th Grade Girls Basketball  
Assistant 7th Grade Girls Basketball  
Assistant 8th Grade Football (2)  
Assistant 7th Grade Football (2)  
Head Boys Cross Country

Head Girls Cross Country  
Assistant Wrestling  
Assistant Boys Track (2)  
Assistant Girls Track (2)  
Assistant Swim  
Cheerleading

**Group 11 0.0230**

Assistant Boys Cross Country  
Assistant Girls Cross Country

**Group 12 0.0907**

High School Choral Director

**Group 13 0.0510**

High School Speech Director  
High School Drama Director  
Robotics Club

High School Yearbook Sponsor  
High School Musical Director  
Business Professionals of America Advisor

**Group 14 0.0359**

Middle School Yearbook  
Middle School Choral Director  
High School Paper Sponsor  
High School Student Council

**Group 15 0.0144**

National Honor Society  
M.S. (Gr. 7 & 8) Student Council  
H.S. Asst. Student Council

M.S (Gr. 5 & 6) Student Council

**Group 16 0.0116**

Library Club	Sophomore Class Sponsor
Art Club	M.S. Math Club (1)
French Club	M.S. Science Club
Spanish Club	Key Club
Best Buddies Club	M.S. Club 1
National Jr. High Honor Society	M.S. Club 2
Rotary Interact	M.S. Club 3
Freshman Class Sponsor	M.S. Club 4
North Elem. Academic Club 1	North Elem. Academic club 2
North Elem. Academic Club 3	North Elem. Academic club 4
South Elem. Academic Club 1	South Elem. Academic club 2
South Elem. Academic Club 3	South Elem. Academic club 4
Family, Career and Community Leaders of America Club	

**Group 17 0.0720**

Auditorium Manager

**Group 18 0.0473**

H.S. Department Heads

Science

English

Math

Business

Physical Education

Practical Arts

Social Studies

Fine Arts

Special Education

Foreign Language

M.S. Department Heads (6)

Science

Math

Related Arts

English

Social Studies

Special Education

Elementary Grade Level Reps

Kindergarten

First

Second

Third

Fourth

**Group 19 0.0389**

H.S. Audio-Visual

H.S. Video -Asst. Auditorium Manager (2)

Outdoor Learning Center Manager

**Group 20            0.0359**

H.S. Academic Coaches

Math  
Science  
Social Studies  
Fine Arts  
English  
All Around  
Spell Bowl

M.S. Academic Coaches

Math  
Science  
Social Studies  
English  
All Around  
Spell Bowl

**Group 21            0.0240**

M.S. Audio-Visual  
Junior Class Sponsor  
Senior Class Sponsor

H.S. Computer Supervisor  
Mentor Teachers  
(Mentors for other teachers who are in their first and second year of teaching)

**GROUP 22**

Online Teacher – up to 85 hours at 1/7 of the daily rate of the teacher.

Teachers instructing full-time online students qualified by a case conference or 504 plan committee in addition to their in-person students during the 2021-22, or 2022-23 school years will receive an additional stipend of \$500 per student per semester up to a maximum of \$1,500 per semester. The amount will be proportionately prorated for teachers instructing a student less than a full day, or less than a full semester.

**Group 23**

Building Level High Ability Coordinators –  
High ability coordinators will be assigned and compensated from the Federal High Ability grant as needs are determined by the administration. The total amount is not to exceed the annual amount of the grant. Up to twelve (12) positions may be staffed at a rate of \$1,000 per position.

**Group 24**

Extended Contracts \* **The number and specific type of positions have not been bargained and is presented for informational purposes only.**

- A. The following identified positions will receive additional stipends as noted and may also receive extended contracts as determined annually by the administration. When provided, extended contracts are computed by determining the daily rate of the particular individual faculty member involved with the assignment and shall be computed on the basis of 185 contract days. Additional and specific stipends associated with certain positions are noted in the column to the right.

<u>Positions</u>	<u>Stipend Amount</u>
Assistant Athletic Director - Middle School	\$6,877.37
Assistant Athletic Director - High School	\$6,877.37
High School Band Director	\$5,262.57
High School Band Assistant-Percussion	\$1,241.31
High School Band Assistant-Guard	\$1,241.31
Middle School Band Director	\$1,241.31
Guidance Director	\$2,489.55
H. S. Counselor	\$1,894.82
M.S. Counselor	\$1,894.82
High School Media Center	
Middle School Media Center	
Elementary Media	
School Psychologist/Psychometrist (2)	
High School Agriculture Teacher (1)	

**APPENDIX C  
GRIEVANCE FORM**

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

Date filed \_\_\_\_\_

To Principal \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Building \_\_\_\_\_

Assignment of Grievant \_\_\_\_\_

1. Date Grievance occurred \_\_\_\_\_

2. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Section of Contract Violated \_\_\_\_\_

4. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Date

5. Position of Association President \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Association President's Signature

\_\_\_\_\_  
Date

6. Position/response of Principal (Level One): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

(Attach additional pages as needed for any section)

7. Position/response of Superintendent (Level Two): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

8. Date filed with the Board: \_\_\_\_\_

9. Date Board appointed Hearing Committee: \_\_\_\_\_

10. Date of Board Hearing: \_\_\_\_\_

11. Position/response of the Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date