

BARGAINING AGREEMENT

BETWEEN

**THE KANKAKEE VALLEY SCHOOL
CORPORATION**

AND

**THE KANKAKEE VALLEY TEACHERS'
ASSOCIATION**

Effective from July 1, 2017 through June 30, 2019

TABLE OF CONTENTS

Article I	Recognition	1
Article II	Definitions	2
Article III	Leaves	3
	Section 1: Sick Leave	3
	Section 2: Personal Leave	3
	Section 3: Bereavement Leave	3
	Section 4: FMLA Leave Concurrent with Paid Sick Days	4
	Section 5: Leaves for Attendance at Conference of Local, State, and National Professional Organization	4
	Section 6: Response to Intervention Team Leave	5
	Section 7: Court Leave	5
	Section 8: Unpaid Leaves of Absence	5
Article IV	Sick Leave Bank	8
	Section 1: General Provisions	8
	Section 2: Eligibility for Sick Leave	9
Article V	Insurance	10
	Section 1: Health Insurance	10
	Section 2: Dental Insurance	10
	Section 3: Vision Insurance	10
	Section 4: Life Insurance	10
	Section 5: Long Term Disability	11
Article VI	Retirement Benefits	12
	Section 1: Payment for Sick Days	12
	Section 2: Matching Annuity Plan	12
Article VII	Professional Compensation	15
	Section 1: Wage Payment Agreement	15
	Section 2: Payroll Deductions	16
	Section 3: Wage Payment for Extra Curricular	16
	Section 4: Travel Allowance	17
	Section 5: Salary Placement	17
	Section 6: Compensation Model	19
	Section 7: Criminal Background Checks	20
	Section 8: Ancillary Duties	20
Article VIII	Grievance Procedure	21
	Section 1: Purpose	21
	Section 2: Definition	21
	Section 3: Structure	21
	Section 4: Procedure	21
Article XIV	Severability	25
Article X	Term of the Agreement	25
Article XI	Effective Date And Signatures	26

APPENDICES

Appendix A	Kankakee Valley School Corporation Extra-Curricular Pay	27
Appendix B	Extra-Curricular Pay Schedules	28

Article I

RECOGNITION

The Kankakee Valley Teachers' Association (KVTA), hereinafter called the Exclusive Representative, is hereby recognized by the Kankakee Valley School Corporation, hereinafter called the Corporation, as the bargaining agent for: The Kankakee Valley School Corporation Bargaining Unit. All certified employees in the Kankakee Valley School Corporation, except for the Superintendent of Schools, Assistant Superintendent, Business Manager and/or Administrative Assistant, all principals, all Assistant principals and/or Vice principals, part time teachers not under contract, Athletic Director, Head Football Coach, Head Basketball Coaches (Boy's and Girl's), Technology Director, and Athletic Trainers, are eligible for membership in the KVTA. Teachers with a Master Degree in Speech and Language Pathology who are certified by the American Speech and Language Association are also excluded from the Bargaining Unit.

This agreement sets forth the terms and conditions to which each party agrees to be bound, and that this agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

Article II

DEFINITIONS

- A. The term “Teacher” when used in this Agreement shall refer to all members of the bargaining unit as defined in the recognition clause.
- B. The term “Board” when used in this Agreement shall refer to the Board of School Trustees of Kankakee Valley School Corporation.
- C. The term “Corporation Office day” when used in this Agreement shall be days when the Corporation Office is open as determined by the Board or Superintendent (ie. any board or superintendent approved days off for fall break, Christmas vacation, winter break, spring break, select federal holidays, or emergency weather days are not considered Business Days).
- D. The term “calendar day” when used in this Agreement shall be any day on the calendar including holidays, Saturdays, and Sundays.
- E. The term “Corporation” when used in this Agreement shall refer to Kankakee Valley School Corporation of Jasper County in the State of Indiana.
- F. The term “immediate family” when used in this Agreement shall be construed to mean spouse, children, step-children, parents, brothers, sisters, mothers-in-law, fathers-in-law, or others living in the home with the employee.
- G. The term “School day” when used in this Agreement shall be a work day for Teachers as determined by the school calendar approved by the Board. (ie. any board approved days off for fall break, Christmas vacation, winter break, spring break or select federal holidays are not considered school days.)
- H. The term “Superintendent” when used in this Agreement shall refer to the Superintendent of Kankakee Valley School Corporation.
- I. The term “hourly wage” when used in this Agreement shall refer to a Teacher’s per diem wage divided by six (6).
- J. The term per diem when used in this Agreement shall refer to a Teacher’s annual base salary divided by 185.

Article III

LEAVES

SECTION 1: SICK LEAVE

- A. Each Teacher shall be entitled to be absent from work on account of illness, quarantine, or family illness for a period of ten (10) days in each year of employment. Unused annual sick leave days shall be cumulative with a maximum limit of ninety (90) days. Illness in family shall be defined as a case of illness, surgery, or accident involving a member of the immediate family.
- B. In the event a Teacher who is employed in the Kankakee Valley School Corporation who has one or more days of sick leave accumulated from a previous school employer in this state the Teacher shall be entitled to transfer three days of accumulated sick leave after the first year of employment and three days at the end of each succeeding year of employment until the accumulated days to which the Teacher was entitled in the last place of employment is exhausted.

SECTION 2: PERSONAL LEAVE

Each Teacher shall be entitled to two (2) personal days for the transaction of personal business and/or to conduct personal or civic affairs during each school year. A written statement shall be submitted to the Superintendent of Schools setting forth the reason(s), which shall cause the absence. Personal leave days shall accumulate to a maximum of four (4) days. Personal leave days above the four (4) at the end of a school year shall be rolled over as unused sick leave. Two (2) personal leave days may be used to extend vacation periods by one (1) day.

SECTION 3: BEREAVEMENT LEAVE

In the case of death(s) within the immediate family, the Teacher shall be provided with a bereavement leave of five (5) successive school days. The immediate family as defined shall include: step-parents, son-in-law, daughter-in-law, grandparents, grandchildren, and step-child. If more than one death in the immediate family should occur, five (5) working days shall be granted for each death. In the event the death occurs within the immediate

family and that family member's services or financial affairs may require a different arrangement of bereavement days, that arrangement is to be approved by the Superintendent.

Two (2) working days shall be granted for the death of a brother-in-law, sister-in-law, and aunts and uncles. One (1) working day will be allowed for pallbearers; one (1) working day shall be granted for funerals of other family members or close friend(s).

SECTION 4: FMLA LEAVE CONCURRENT WITH PAID SICK DAYS

Family and Medical Leave Act (FMLA) is available for serious health conditions of the Teacher or of the Teacher's family members. During approved leave, to the extent paid accumulated sick leave days or sick bank days (subject to the requirements of the sick leave bank) are available, paid sick days shall be applied. When a child is born, the non-birthing parent shall be afforded leave pursuant to the Family and Medical Leave Act.

SECTION 5: LEAVES FOR ATTENDANCE AT CONFERENCE OF LOCAL, STATE, AND NATIONAL PROFESSIONAL ORGANIZATIONS

The Board agrees that professional leave with pay may be granted for the purpose of:

- A. Attending and/or participating in professional meetings relating to educational workshops, seminars, or conferences sponsored by industry or professional associations, colleges, universities, or any governmental agencies concerned with public school matters.
- B. A visitation to another school corporation or educational institution for the purpose of observing instructional techniques or other educational endeavors is permitted.

The Board agrees to reimburse funds toward some or all of the expenses incurred by the above mentioned leaves. One department member may attend one convention at district expense. The Superintendent may approve exceptions and allow additional staff members to attend. Teachers are expected to give adequate notification on the proper form for a professional leave. Teachers are expected to complete a report after attending a conference, visitation, or professional organization. Report forms are available in the school offices.

SECTION 6: RESPONSE TO INTERVENTION TEAM LEAVE

The Corporation shall provide \$1000 per year for each building for substitute teachers that will provide released time for the Response to Intervention (RTI) committees. The RTI team members in conjunction with the building principal will determine when the substitutes will be utilized.

SECTION 7: COURT LEAVE

Teacher is entitled to court leave when he/she is subpoenaed

- A. To serve grand or petit jury duty,
- B. To testify in court as a witness in a case,
- C. To testify in court in any suit arising out of the performance of the duties for or employment with the School Corporation, or
- D. To testify before a judicial or legislative body legally empowered to issue said subpoena.

During the period of required absence for such mandated duty as provided herein, the Teacher shall be paid full salary, provided the total amount of payment for witness fee or other per diem allowance earned during school days by such Teacher, if any, is remitted by the Teacher to the School Corporation.

SECTION 8: UNPAID LEAVES OF ABSENCE

- A. Unpaid Leave. A Teacher returning to the School Corporation at the end of an unpaid leave, shall notify the Superintendent of Schools in writing of his/her intent by the first (1st) day of March preceding the next school year. Failure to meet the deadline will automatically terminate his/her ensuing employment with the Kankakee Valley School Corporation.
- B. Additional Teaching Background. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs with other states, territories, countries, and foreign or military teaching programs.
- C. Leave of Absence. A leave of absence for a full-time participation in programs such

as the Peace Corps, Public Service, Teachers' Corps, foreign or military teaching programs is permitted. Cultural, travel, or a work program related to the teacher's professional responsibilities is also permitted. The leave of absence requires that said teacher states the date he/she intends to return to the school system. Upon the Teacher's return from such leave, the Teacher shall be paid at the same salary as when they left in addition to any raises to which they earned prior to their absences as long as not categorized as ineffective or needs improvement. This leave shall not exceed four (4) years. If there is a request to extend a leave of absence and the request does not exceed the four (4) year limitation, it must be submitted in advance to the Superintendent for Board approval.

- D. Study Leave. A Teacher may take an unpaid leave to attend school. Upon their return to employment, the Teacher must notify the School Corporation (60) days in advance of their return and be able to verify their status as a student during the period of the leave. Failure to verify their student status may result in the non-renewal of their teaching contract, except when a Teacher drops student status for loss of financial resources or a medical emergency. In order to qualify for the exception, the Teacher must immediately notify the School Corporation of any change in their student status. This leave shall not exceed two (2) years.
- E. Military Leave. Military leave will be granted to any Teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Teachers who are called for military service will be granted a leave. Upon the Teacher's return from such leave, the Teacher shall be paid at the same salary as when they left in addition to any raises to which they earned prior to their absences as long as not categorized as ineffective or needs improvement. The Teacher shall have up to sixty (60) days after release from active duty to notify the Board of his/her intention to return.
- F. Association Work. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of serving as an office or staff member of the Association (Local, State, and National). Upon the teacher's return from such leave, the Teacher shall be paid at the same salary as when they left in addition to any raises to which they earned prior to their absences as long as not

categorized as ineffective or needs improvement.

- G. Maternity Leave. Maternity leave may be granted for up to a period of two (2) school years. This leave shall begin at such time as determined by the Teacher. Written notice to Superintendent is required six (6) weeks prior to the beginning of the requested leave. The Teacher may select the return date from unpaid maternity leave.
- H. Adoptive Leave. Five (5) days adoptive leave shall be granted with pay to the Teacher of a newly adopted child. Adoptive leave pursuant to FMLA also applies and can extend a Teacher's period of leave where accumulated sick leave days may be used.
- I. Health Leave. When a Teacher's health warrants it, an unpaid health leave may be granted after one (1) year of service. This leave may be renewed annually upon written request of the Teacher.
- J. Family Illness Leave. A leave of absence, without pay or raise, of up to one (1) year will be granted for the purpose of caring for a sick member of the Teacher's immediate family. The Teacher shall notify the Board of his/her intention to return on or before March 1 preceding the school year.
- K. Extending a Leave. Upon a Teacher's written request, to the Superintendent, with Board-approval, may extend any unpaid leave that has been granted to a Teacher.

Article IV

SICK LEAVE BANK

SECTION 1: GENERAL PROVISIONS

A sick leave bank will be established for the voluntary participation of all Teachers in the Kankakee Valley School Corporation. The bank will be governed by the elected officials of the Exclusive Representative and will be operated under the following criteria:

- A. Each Teacher may donate one (1) of his/her sick leave days per year to the bank until he/she has reached his or her individual maximum of five (5) donated days.
- B. The sick leave bank will accumulate days with the minimum number of days not to go below two hundred fifty (250). When the number remains at two hundred fifty (250) days or above, no further yearly contributions will be required from the membership unless a non-member wishes to join or a member wishes to add to their account.
- C. The bank will accumulate until reaching a maximum of three hundred fifty (350) days. When the bank has reached the maximum of three hundred fifty (350) accumulated days, Teachers desiring to be bank members and have not met the maximum of five (5) days, shall have one (1) day per year deducted from their personal total. That day will be credited toward the individual maximum of five (5) days in the bank.
- D. If the bank falls below the two hundred fifty (250) minimum, the membership may be assessed according to the following list:
 - 1. Members that have not reached their individual maximum will be asked to contribute first.
 - 2. Members who have reached their individual maximum will be asked to contribute next.
 - 3. If the needed days are not contributed through steps a. and b. above, the bank membership may each contribute one or more days to the bank until the bank's minimum is 250 days or more.
- E. Participant contributions to the sick bank may only be done during the following

time periods: 1) within two (2) weeks following the Teachers' first day of school, or
2) within two (2) weeks following the Teachers' last day of school.

SECTION 2: ELIGIBILITY FOR SICK LEAVE BANK

- A. The Teacher must be an active participant in the bank.
- B. The Teacher must have used all but five (5) accumulated sick days.
- C. Sickness must be a serious illness lasting more than seven (7) consecutive days with a seriousness to be determined by the governing body.
- D. Number of days that are allowed for sick leave bank benefit is not to exceed ten (10) times the individual's contribution, with a maximum lifetime usage of one hundred (100) days per teacher.
- E. Teachers on leave due to pregnancy are only eligible to receive sick leave bank days for the time that they are incapacitated or disabled and must submit documentation of incapacitation or disability.
- F. Any unusual circumstances not accounted for in the above provisions may be allowed sick leave benefits.
- G. Disputed sick leave bank claims may be appealed once to the total membership of the sick leave bank for a final disposition.
- H. Written request must be submitted to the sick leave committee prior to the leave taking place specifying the reason for use of the sick bank days and a doctor's statement that indicates the extended time that is needed for the Teacher.

Article V

INSURANCE

SECTION 1: HEALTH INSURANCE

The Board shall provide a health insurance plan for all Teachers who meet the eligibility requirements of the insurance carrier. The Insurance Committee will meet on a timely basis and make recommendations to the KVTA Negotiating Team and the Board with respect to insurance matters. The Board selects the vendor.

The Board agrees to pay the following per month toward health insurance:

Single membership:	\$ 695.48
Member and children:	\$ 944.65
Member and spouse:	\$ 1,214.93
Member and dependents:	\$ 1,332.08

SECTION 2: DENTAL INSURANCE

The Corporation will pay \$29.86 per month for all Teachers.

SECTION 3: VISION INSURANCE

The Corporation will pay the lesser of the following: up to \$9 or the equivalent to single plan per month for all Teachers.

SECTION 4: LIFE INSURANCE

The Board shall provide full payment for a \$50,000 life insurance policy with double indemnity for each Teacher that meets the life insurance eligibility requirements of thirty hours per week. However, the life insurance benefits will be reduced based on the age of the Teacher as contained in the schedule of benefits in the life insurance contract document. The Board shall select the company to furnish the above life insurance.

SECTION 5: LONG TERM DISABILITY

The School Corporation will provide a Long Term Disability insurance plan. The Board selects the carrier. The Board may not reduce or eliminate the long-term disability insurance.

Article VI

RETIREMENT BENEFITS

SECTION 1: PAYMENT FOR SICK DAYS

All retiring administrative and instructional personnel who have attained the age of fifty-five (55) by June 30 of the retirement year, have fifteen (15) years or more of credit experience in the Kankakee Valley School Corporation, and have acquired retirement status as recognized by the Teacher's Retirement Fund Board of the State of Indiana shall be eligible for additional compensation at the time of retirement on the following basis:

- A. Announcement of retirement and a letter of resignation effective on the retirement date shall be presented to the Superintendent prior to May 1 of the current calendar year preceding the retirement date.
- B. Such eligible personnel shall receive a severance pay equal to the sum of the following: Thirty-five dollars (\$35.00) times the number of accumulated sick leave days, up to seventy-five (75), remaining at the time of retirement.

SECTION 2: MATCHING ANNUITY PLAN

- A. The Board agrees to establish and maintain a 401(A) Matching Annuity Plan (hereinafter referred to as the 401(A) Plan) for all certified employees covered under the collective bargaining agreement. The 401(A) Plan requires the participation of the Teacher in a salary reduction agreement establishing a 403(b), a Roth IRA, or a Roth 403(b). The 401(A) Plan contributions will commence with January 2003 contract and continue each contract thereafter.
- B. The maximum contribution that will be made to the 401(A) Plan by the Board will be as follows:

Matching Annuity Plan

Teacher's Years in Plan	KVSC Contribution	Total KVSC Contribution	Teacher's Years in Plan	KVSC Contribution	Total KVSC Contribution
1	\$350	\$350	21	\$1,300	\$17,800
2	\$400	\$750	22	\$1,300	\$19,100
3	\$450	\$1,200	23	\$1,300	\$20,400
4	\$500	\$1,700	24	\$1,300	\$21,700
5	\$550	\$2,250	25	\$1,300	\$23,000
6	\$600	\$2,850	26	\$1,300	\$24,300
7	\$650	\$3,500	27	\$1,300	\$25,600
8	\$700	\$4,200	28	\$1,300	\$26,900
9	\$750	\$4,950	29	\$1,300	\$28,200
10	\$800	\$5,750	30	\$1,300	\$29,500
11	\$850	\$6,600	31	\$1,300	\$30,800
12	\$900	\$7,500	32	\$1,300	\$32,100
13	\$950	\$8,450	33	\$1,300	\$33,400
14	\$1,000	\$9,450	34	\$1,300	\$34,700
15	\$1,050	\$10,500	35	\$1,300	\$36,000
16	\$1,100	\$11,600	36	\$1,300	\$37,300
17	\$1,150	\$12,750	37	\$1,300	\$38,600
18	\$1,200	\$13,950	38	\$1,300	\$39,900
19	\$1,250	\$15,200	39	\$1,300	\$41,200
20	\$1,300	\$16,500	40	\$1,300	\$42,500

- C. Payroll withholding will be made twice a month (24 pays). Board contributions shall be deposited on a semi-annual basis during the months of February and August.
- D. Participants in the 401(A) Plan must declare the amount of annual contributions ten (10) days prior to the first pay of the new school year and sign a 401(A) contract with the approved School Corporation vendor.
- E. If a Teacher teaches 120 days or more, the Teacher is entitled to any matching contribution by the Board. If an employee is not a full-time Teacher and teaches 120 days or more the contribution maximum will be prorated (i.e. for a half-day Teacher the maximum contributions will be half those established as stated above).

F. The 401(A) Matching Annuity plan will be managed by a company to be jointly determined by the Board and the Exclusive Representative. However, it is anticipated that this company indemnifies the Board for the company action during administration of the plan.

The 401(A) plan shall:

1. Be subject to the Internal Revenue codes and all applicable regulations,
2. Have no contract initiation fees charged to the Teacher or Board, and
3. Have no Administrative or Plan Document fees charged to the Board.

G. For a Teacher hired after July 1, 2003, the 401(A) Plan will replace the former Early Retirement Plan (Social Security Bridge Plan).

H. The Association and the Board agree that all contributions made to the 401(A) Plan by the Board shall be considered as additional funds and be counted as part of any salary increase negotiated for the certified employees.

I. Teachers hired on a regular teacher contract prior to July 1, 2003 shall be 100% vested in their matching account in the 401(A) Plan. Teachers hired on a regular teachers' contract after that date shall not be vested until the fifth (5th) consecutive full school year of service is completed.

J. Contributions made by the Board shall remain in the 401(A) plan until one of the following qualifying events (death, permanent disability, or termination of employment) occurs making it possible for the individual to withdraw or transfer funds, provided that the Teacher also meets the vesting requirements. Any forfeiture will reduce the School Corporation's matching contribution obligations by the amount of the forfeiture.

K. If a court finds any part or parts of the 401(A) Matching Annuity Plan invalid, the other parts remain ineffect.

ARTICLE VII

PROFESSIONAL COMPENSATION

SECTION 1: WAGE PAYMENT AGREEMENT

Salaries for the Teacher shall be paid in twenty-six (26) payments, unless the Teacher notifies the Corporation Office in writing by June 1 prior to the next school year that the payment plan shall be twenty-two (22) payments. The method of payment cannot be changed during any school year.

The first paycheck shall be issued to each contracted Teacher within three weeks of the start of the school year. The balance of the checks will be issued in twenty-five (25) equal pays, one every other Friday.

Paychecks will be issued according to the Board approved School Calendar with the following exceptions:

- A. If the pay date falls on the last Friday in December and results in a 27th check for that calendar year, the check will be issued on the first Friday of the New Year.
- B. If New Year's Day falls on a Friday and a payday, that check will be issued on Monday, January 4 of the New Year or unless otherwise approved.
- C. If a Friday payday is on Good Friday, Independence Day, or Christmas, the paycheck will be issued on the Thursday preceding the aforementioned holidays.

At no time shall a Teacher receive more than twenty-six (26) pays in any calendar year. (Those on twenty-two pays receive 22.) Teachers who currently do not have direct deposit will receive checks at their building on regular school days. Summer checks will be picked up at the Corporation Office unless the Teacher supplies a sufficient number of legal size, self-addressed stamped envelopes to the Central Office for the mailing of the summer checks. Teachers who do have direct deposit will be able to access their deposit slips via Employee Access through RDS.

SECTION 2: PAYROLL DEDUCTIONS

A. The following payroll deductions are available to teachers:

1. Federal Income Tax
2. State Income Tax
3. Social Security Tax
4. County Tax
5. Teachers' Retirement
6. Annuities
7. Teachers' Credit Union
8. Insurance/Health Savings Accounts
9. Section 125 Part A and B. Parts A & B will be provided through a mutually agreed to vendor in accordance with Internal Revenue regulations.
10. 403b contributions will be in compliance with the Kankakee Valley School Corporation 403b Plan Document.
11. The Kankakee Valley Educational Foundation.

B. Deductions for daily absences not covered by provisions listed in this Agreement shall be made at an amount equal to the Teacher's per diem wage based on the standard number of contracted days as determined by discussions.

SECTION 3: WAGE PAYMENT FOR EXTRA CURRICULAR

Teachers involved in voluntary extra-curricular assignments shall be compensated in accordance with the provisions of this Agreement (including Appendix A).

A. For payment of athletic extra-curricular activities, Teachers shall be paid on the pay schedule listed below:

- Fall Sports – Last paycheck of October
- Winter Sports – Last paycheck of February
- Spring Sports – Last paycheck of May

B. For payment of all other extra-curricular activities, Teachers shall elect to be paid one of the following methods:

- Half of the salary the last paycheck of December and half of the salary the last

paycheck of May or

- One lump sum the last paycheck of May.

Extra-Curricular Activities

Every Teacher in the school corporation may volunteer to supervise athletic activities of their choice on a first come first served basis. A sign-up sheet will be made available to each staff member by the Friday of the first full week of school in the office area. Teachers may sign with any school that may have an opening on its schedule. The group sponsoring the activity shall be required to pay \$17.50 per event per individual for any supervision. *Extra-curricular activity is defined as a program involving the students and primarily benefiting the students.

SECTION 4: TRAVEL ALLOWANCE

- A. The current IRS rate (January each year) per mile is the rate allowed for mileage.
- B. Teachers will be allowed reasonable housing, mileage, and meals (if part of the registration and registration costs) when in attendance at approved conventions. The Board must approve the convention and the costs incurred prior to the event.
- C. When a Teacher travels between schools during the school day, they will be reimbursed the current IRS rate (as of January) per mile. This will be paid in addition to the regular Teacher base salary contract amount. The Superintendent will establish a school as the Teacher base from which mileage will be determined.
- D. The same travel allowance shall be given for use of personal cars for School Corporation business authorized by the administration.

SECTION 5: SALARY PLACEMENT

The Superintendent of Schools will evaluate the training, certification, education, and experience of new Teachers and of Teachers covered by this Agreement as they increase their training. Experience and training above five (5) years will be evaluated and may or may not be allowed for all teaching experience gained in another district. An official transcript must be furnished by the Teacher to the Superintendent to establish placement on the salary table. Experience on the salary table will be awarded for accredited schools that are covered by Indiana Teacher Retirement System (TRF) or TRF reciprocity with

another state or territory provided the number of days is 120 or greater.

Newly Hired Teachers Salary Table

The Superintendent has the discretion to determine the salary of new hires within the following set range. In hard to fill positions, the Superintendent may go outside of the below stated range up to \$2,000.

Years of Experience	BS or Equivalent	MS or Equivalent
0-3	\$36,000-39,000	\$39,000- 42,000
4-6	37,000-41,000	42,500-46,000
7-9	40,500-42,500	46,500-48,500
10-12	42,000-45,000	50,000-53,000
13-15	45,500-47,000	53,500-56,500
16-20	46,500-48,000	57,000-63,500

New Teachers with Workplace Specialist 1 License

At the time of hiring, the Teacher shall present the Superintendent with proof of professional experience in the area in which they will be teaching. Teachers shall be hired utilizing the newly hired Teachers Salary Table corresponding to their number of years of experience in the area in which they are teaching as delineated below:

Less than or equal to 10 years of experience – BS 0-3

Greater than 10-20 years of experience – BS 4-6

Greater than 20 years of experience – BS 7-9

The salary range, excluding any raises or extensions of contract, is \$35,500-\$65,500. Teachers on an extended contract shall receive his/her per diem wages for each additional day worked beyond the standard number of contracted days.

Kankakee Valley School Corporation will pay three (3) percent of the certified employees' gross pay to the Teacher Retirement Fund.

SECTION 6: COMPENSATION MODEL

For the 2017-2018 and 2018-19 school years, \$202,504 will be allocated to the compensation plan for each of the two (2) school years. The amount of increase to a teacher's base will be determined by the number of points the teacher earns multiplied by the value of each point. The dollar value of a point is determined by adding all points earned by all teachers divided into \$202,504. Points are earned in two (2) specific categories:

- Evaluation (eight (8) points) of effective or highly effective on the previous school year's evaluation
- Years of total accumulated experience defined as a minimum of 120 working days during the previous school years as designated below.

0-6 years - 2 points

7-10 years - 3 points

11-15 years - 1 points

This formula will exclude an increase that would have otherwise gone to teachers rated ineffective or improvement necessary. Therefore, the entire \$202,504 will be distributed to eligible teachers and a redistribution plan is not required. Teachers in their first two (2) full years of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating in the prior school year. Teachers in their first two (2) full years of instructing students who are not rated highly effective or effective will receive a total of six (6) points to be used towards their base salary increase.

For the 2017-18 and 18-19 school year each teacher who had received an effective or highly effective evaluation and completed at least 120 working days at KV during the previous school year will receive an additional stipend of \$1125.

SECTION 7: CRIMINAL BACKGROUND CHECKS

For current Teachers, the School Corporation shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks that are required by the School Corporation or per IC 20-26-5-10.

SECTION 8: ANCILLARY DUTIES

All ancillary duties will be determined by Appendix A.

ARTICLE VIII

GRIEVANCE PROCEDURE

Teachers and the Board desire that grievances be reconciled and disposed of as expeditiously as is possible. The parties agree that grievances, which arise out of the application or interpretation of this agreement, shall be resolved in accordance with grievance procedure described below.

SECTION 1: PURPOSE

The purpose of a grievance procedure is to secure, at the lowest possible administrative level, an adequate solution to grievances, which may arise from time to time. All proceedings shall be kept informal and confidential.

SECTION 2: DEFINITION

A contract grievance is an allegation by the Exclusive Representative on behalf of a Teacher or a group of Teachers that there has been a violation, misinterpretation, or misapplication of any provision of this contract.

SECTION 3: STRUCTURE

- A. The Exclusive Representative's Grievance Committee shall be available to handle all grievances.
- B. The building principal shall be the administrative representative when a grievance is filed in his/her building.

SECTION 4: PROCEDURE

- A. In the event that a Teacher believes there is a basis for grievance, he/she shall first discuss the alleged grievance with his/her building principal.
- B. If, as a result of the informal discussion with the building principal, a grievance still exists, the grievant, within twenty (20) Corporation Office Days of the alleged occurrence, may invoke the following informal grievance steps on the form available from the Exclusive Representative in each building.

Step 1. The grievant may submit to his/her principal a completed "Grievance Report Form Step 1 in triplicate showing the date of the occurrence, a statement of the nature of the grievance and provisions of the contract allegedly violated, and the relief sought. A copy of the grievance shall be submitted by the Teacher to the Exclusive Representative Building Representative and by the Principal to the Superintendent. Within ten (10) Corporation Office Days of receipt of the Grievance Report Form, the building principal shall meet with the Teacher and/or his/her Exclusive Representative in an effort to resolve the grievance. Within ten (10) Corporation Office Days of the above stated meeting, the principal shall indicate his/her disposition of the meeting by completing Step 1 of the Grievance Report Form and returning it to the Teacher. The Exclusive Representative and the Superintendent shall both be notified in writing as to the disposition of the grievance.

Step 2. If the Teacher is not satisfied with the disposition of the principal, or if no disposition has been made within the above stated time limits, the grievant and/or the Exclusive Representative shall complete Grievance Report Form, Step 2, and submit the grievance to the Superintendent within ten (10) school days. Within ten (10) Corporation Office Days of the meeting, the Superintendent and/or his/her designated representative shall meet with the grievant and/or his/her Exclusive Representative. Within ten (10) Corporation Office Days of the meeting, the Superintendent shall indicate in writing his/her portion of Step 2 and forward it to the Teacher. The Exclusive Representative and the principal shall be notified of said disposition.

Step 3. If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within the above stated time limits, the grievant shall complete Grievance Report Form Step 3 and submit the grievance to the Board by filing a copy with the Secretary of the Board within ten (10) Corporation Office Days. Notification of such an appeal shall be given to the building principal and to the Superintendent. The Board, at its next regularly scheduled meeting or within ten (10) Corporation Office Days of the filing of the appeal (whichever shall be later), may review such grievance in

executive session, or give such other consideration, as it shall deem appropriate. The disposition by the Board shall be made to the teacher by completing Grievance Report Form Step 3 within ten (10) Corporation Office Days after the next Board meeting and notification of such disposition shall be furnished to the grievant, the Exclusive Representative, and the building principal.

- C. A grievance should be processed within the time limits outlined in the procedure. Every effort shall be made to expedite the process. The time limits may be extended by the mutual consent of both parties.
- D. If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within ten (10) Corporation Office Days of such meeting or ten (10) Corporation Office Days from the date of filing (whichever shall be later), the grievance may be submitted to advisory arbitration before an impartial arbitrator selected through the American Arbitration Exclusive Representative.
 - 1. The selection of the arbitrator and the rules, which govern the arbitration proceedings, shall be in accordance with the rules of the American Arbitration Exclusive Representative.
 - 2. The Board and the Exclusive Representative shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party.
 - 3. The decision of the arbitrator shall be advisory. The Board may implement the decision in whole, in part, or not at all. The Board may meet with the Exclusive Representative to discuss other alternatives.
 - 4. The fees and expenses of the arbitrator shall be borne equally by the Board and the Exclusive Representative.
- E. A grievance may be withdrawn at any time by a written statement to the administrator and the Exclusive Representative.
- F. If an individual Teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification

to the Exclusive Representative and an opportunity for an Exclusive Representative to be present. Any adjustment of a grievance cannot be inconsistent with the terms of this agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Exclusive Representative.

1. If, in the judgment of the Exclusive Representative, a grievance affects a group or class of teachers, the Exclusive Representative may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step 2 of the formal grievance procedure.
2. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

Article XIV

SEVERABILITY

Should a court of competent jurisdiction declare any article, section, or clause of the agreement illegal, said article, section, or clause shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement, provided the deleted article, section or clause does not affect them.

Article X

TERM OF THE AGREEMENT

The term of this Agreement shall begin July 1, 2017 and shall continue through June 30, 2019.

Article XI

EFFECTIVE DATE AND SIGNATURES

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

Board President Board of School Trustees of the Kankakee Valley School Corporation	Date
--	------

Board Secretary Board of School Trustees of the Kankakee Valley School Corporation	Date
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Co-President Kankakee Valley Teachers' Association	Date
---	------

Co-President Kankakee Valley Teachers' Association	Date
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Negotiation's Chairperson Kankakee Valley Teachers' Association	Date
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Negotiation's Chairperson Kankakee Valley Teachers' Association	Date
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Appendix A

KANKAKEE VALLEY SCHOOL CORPORATION EXTRA-CURRICULAR PAY

The number of positions assigned on the ECA Pay Schedule is only for information purposes. Nothing herein binds, restricts, or otherwise limits the Board from determining numbers of positions or making hiring decisions.

Appendix B EXTRA-CURRICULAR PAY - Academic

# of coaches	Activity	Salary per coach	# of coaches	Activity	Salary per coach
ACADEMIC TEAMS			MUSIC		
1	HS Coordinator/Coach	\$ 2662	1	Head Instrumental Director	\$ 5272
4	HS Coach	2253	1	HS Color Guard	2168
1	MS Coordinator/Coach	1722	1	HS Drumline	614
2	MS Coach	1309	1	HS Jazz Band	761
1	IS Coordinator/Coach	984	1	HS Jazz Choir	761
1	IS Coach	614	1	Asst. Instrumental Director	2736
DRAMA			1	HS Choir Director	2331
1	HS Musical - Director	\$ 2813	1	MS Choir Director	1013
1	HS Musical - Assistant	1658	1	IS Choir	1013
1	HS Musical –Technical Director	1658	1	IS Handbell	614
1	HS Musical - Music Director	1658	1	Ele Choir	761
1	HS Play - Director	1658	PUBLICATIONS		
1	HS Play - Assistant	1140	1	HS Yearbook	\$ 2533
1	HS Play - Technical Director	1140	1	MS Digital Media	1722
1	MS Play Director	837	1	MS Yearbook	1519
HIGH SCHOOL CLUBS			3	Ele/IS Yearbook	759
2	National Honor Society	\$ 508	INSTRUCTIONAL COORDINATORS		
2	Student Council	1013	11	HS Department Chairs ¹	\$ 710
1	Business Professionals of America	1013	8	MS Department Heads ²	710
1	Students Against Drunk Driving	813	6	MS Pod Leaders	710
1	Interact	1013	3	IS Grade Chairs ³	710
1	Sunshine Club	1013			
1	Hospitality	739	10	Ele Grade Chairs ⁴	710
2	Senior Class Sponsor	813	MS CLUBS		
2	Junior Class Sponsor	1013	1	Junior Honor Society	\$ 508
1	Sophomore Sponsor	304	1	Student Council	734
1	Freshman Sponsor	304	1	Concessions	1217
15	Other Clubs -	304	7	Other Clubs -	304
1	1. Art Club		1	1. Art Club	
1	2. Book Club/Media		1	2. Friends of Rachel	
1	3. Drama Club		2	3. Ecology Club	
1	4. Engineering/Tech		1	4. Five-Star	
1	5. Environmental Action		1	5. Mathematics Club	
1	6. Fellowship of Christian Athletes		1	6. Photography	
1	7. Future Farmers of America		1	7. Science Club	

# of coaches	Activity	Salary per coach	# of coaches	Activity	Salary per coach
1	8. FCCLA		MISCELLANEOUS		
1	9. Foreign Language		1	HS Audio Visual	\$ 922
1	10. Freshman Fundamentals		1	HS Thursday School Supervisor*	110
1	11. Pathfinders Sponsor		1	MS Friday School Supervisor*	110
1	12. Pioneerz				
1	13. Quill & Scroll				
1	14. Science Club				
1	15. Manufacturing Club				

Appendix B EXTRA-CURRICULAR PAY - Athletics

Coed	G	B	Activity	Salary per coach	Coed	G	B	Activity	Salary per coach
BASKETBALL					FOOTBALL				
	1	1	Assistant	\$ 3854			2	Assistant	\$ 3854
	1	1	Junior Varsity	3854			2	Junior Varsity	3854
	1	1	Freshman	3245			2	Freshman	2942
	1	1	8 th Grade	2840			2	8 th Grade	2636
	1	1	7 th Grade	2840			2	7 th Grade	2636
	1	1	6 th Grade	2840	CHEER/DANCE				
	2	2	4 th and 5 th Grade	1546		1		HS Cheer	\$ 3259
TRACK						1		HS Dance	2170
	1	1	Head Coach	\$ 4285		1		MS	2170
	2	2	Assistant	2738	WRESTLING				
	2	2	Middle School	2029			1	Head Coach	\$ 4821
CROSS COUNTRY							1	Junior Varsity	2840
	1	1	Head Coach	\$ 4074			2	MS	2031
	1	1	MS	2029	SWIMMING				
GOLF						1	1	Head Coach	\$ 4285
	1	1	Head Coach	\$ 3006	1			Assistant Coach	3397
SOFTBALL/BASEBALL						1	1	MS	2032
	1	1	Head Coach	\$ 4822	VOLLEYBALL				
	1	1	Assistant	2739		1		Head Coach	\$ 4285
	1	1	Junior Varsity	2739		1		Junior Varsity	2738
	1	1	Freshman	2029		1		Freshman	2469
TENNIS						1		8 th Grade	2029
	1	1	Head Coach	\$ 3006		1		7 th Grade	2029
MISCELLANEOUS						1		6 th Grade	1546
1			Pool Director	\$ 1723	SOCCER				
1			Ticket Manager	1929		1	1	Head Coach	\$ 3962
1			HS Special Olympics	2434		1	1	Assistant	2738
						1	1	Junior Varsity	2738

*Per supervision of each event.

New teacher orientation - Counts towards tech hours and anything above earns tech rate.

National Board Certification - \$1000

**As needed. Three hundred dollars (\$300.00) will be paid to each Board approved Mentor at the close of the school year. A mentor may be approved to serve multiple assignments and thereby receive multiple stipends.

¹The number of department heads for high school (business, fine arts, practical arts, language arts, mathematics, physical education, science, social studies, high school foreign language, guidance, and special education) are provided only for informational purposes. Nothing herein obligates the Board.

²The number of department heads for middle school (fine arts, practical arts, language arts, mathematics, physical education, science, social studies, and special education) are provided only for informational purposes. Nothing herein obligates the Board.

³The number of department heads for intermediate (fourth grade, fifth grade) are provided only for informational purposes. Nothing herein obligates the Board.

⁴The number of department heads for elementary (kindergarten, first grade, second grade, third grade, and specials) are provided only for informational purposes. Nothing herein obligates the Board.

