

July 1, 2025-June 30, 2026

CONTRACT BETWEEN

JAY SCHOOL CORPORATION

And

THE JAY CLASSROOM TEACHERS ASSOCIATION

## ARTICLE I RECOGNITION

The Board of School Trustees of the Jay School Corporation hereinafter called the "Corporation" recognizes the Jay Classroom Teachers Association, hereinafter called the "Association" as the exclusive representative in the below described unit for employees noted. Such unit in accordance with IC 20-29. The members of the unit shall include all certified personnel employed by the Jay School Corporation except the following positions: Superintendent, Assistant Superintendent for Curriculum and Instruction, Director of Special Education, Principals, Assistant Principals, certified Administrative Assistants, High School Activities/Athletic Director, High School Varsity Boys' and Girls' Head Basketball Coaches, High School Varsity Head Football Coach, Director of Technology, and Director of eLearning, and Athletic Trainer

## ARTICLE II DEFINITIONS

1. "Board" means the Board of School Trustees of the Jay School Corporation and any person(s) authorized to act for said body in dealing with its employees.
2. "Corporation" means The Jay School Corporation of the County of Jay of the State of Indiana.
3. "Certified school employee(s)" and "teacher(s)" means the certified personnel employed by the board under an approved teacher's contract who are in the bargaining unit.
4. "Association" means the Jay Classroom Teachers Association, which has been certified or recognized as the exclusive representative of said certified school employees, or the person or persons duly authorized to act on behalf of such representative.
5. The masculine gender shall include the feminine wherever required by the context in which a specific provision of this Contract is applied.

## ARTICLE III COMPENSATION

### A. Salary and Stipend

#### 1. Eligibility for Salary Increases:

Teachers who received an evaluation rating of Ineffective on the previous year's evaluation, are not eligible to receive any raise or stipend based on the eligibility factors of this compensation model.

2. Factor and Amounts for Salary Increases:

The salary increase is based on the following factors in the following amounts:

- A. **Evaluation**, defined as not having received an evaluation rating of ineffective, resulting in a base salary increase of \$1,500.
- B. **Experience**, defined as having work 120 days the previous school year, resulting in a base salary increase of \$800.
- C. **Education**, defined as possessing a content area Master's degree, resulting in a base salary increase of \$200.
- D. **Academic Needs of students**, defined as the need to retain certain teachers because of their invaluable contributions to the Jay School Corporation. This is a differentiated salary increase under IC 20-28-9-1.5(c)(2) and is granted to the following teachers in the amounts listed below:

Employee number 2071 - \$5.497

Employee number 1052 - \$4.897

Employee number 0353 - \$7.297

Teachers who have obtained a literacy endorsement on their license and have provided evidence of such by the date of ratification, will be paid an additional \$500 in base salary.

3. Appendix A-1 contains a chart illustrative of salary permutations within the bargaining unit following implementation of this compensation model. This chart does not illustrate the application of the compensation model and is not being used to determine salary increases under this Agreement. Salary increases under this Agreement are determined based on the above compensation model.

4. Salary Range and New Hire Salary

The teacher salary range is \$ 46,003 - \$ 77,500 prior to any increases given under this Contract. The teacher salary minimum for 2025-26 is \$47,503. Teachers hired after the commencement of the school year may be placed within the negotiated salary range (illustrated in Appendix A-1) as determined by the Superintendent. However, the Superintendent will consult with the Association president or designee about any proposed placement that would not reflect a salary level comparable to the placement of a current teacher with the same experience / education. \*The teacher salary range is based on a seven and one half (7 1/2) hour workday for 183 days (hours and days provided for informational purposes, but not bargained).

5. One-Time Stipends

- A. Those who have over 30 years of experience in the BS column (approaching top of the range) will receive a stipend in the amount necessary to achieve an overall compensation increase of \$2,300.

- B. Those who have over 30 years of experience in the MA column (approaching top of the range) will receive a stipend in the amount necessary to achieve an overall compensation increase of \$2,500.

B. Wage payment

Teachers will receive either twenty (20) or twenty-six (26) pays with pay dates being established by the Corporation. Pay dates will occur throughout the school year every two (2) weeks except when there is an extra week in the year or where the school year has been extended for make-up days.

All teachers will automatically be paid on a twenty (20) pay basis unless the Corporation is notified in writing by August 1 (or before the first pay for teachers hired after August 1) by the teacher to request to be paid on a twenty-six (26) pay basis.

C. Ancillary/Extra Duty, Co-curricular and Extra-curricular Pay Schedule

1. Those teachers on extra-curricular activities' contracts may (a) either receive their pay equally divided among all their checks during the year; or (b) as a lump sum in the first check they receive after their season ends. That ending date shall be determined by the Superintendent. The teacher shall elect in writing the method of payment at the time of signing the contract.

2. Stipends will be as specified by the category level into which the activity is placed.

*\*The number of positions was not bargained but is included for informational purposes only.*

Extra-Curricular Activities (ECA) Compensation Schedule

| Position                                        | Category | Stipend | No. | Total \$ |
|-------------------------------------------------|----------|---------|-----|----------|
| Boys High School Varsity Wrestling              | I        | \$4,681 | 1   | \$4,681  |
| Girls High School Varsity Wrestling             | I        | \$4,681 | 1   | \$4,681  |
| High School Varsity Baseball                    | I        | \$4,681 | 1   | \$4,681  |
| High School Varsity Boys' Swimming              | I        | \$4,681 | 1   | \$4,681  |
| High School Varsity Girls' Swimming             | I        | \$4,681 | 1   | \$4,681  |
| High School Varsity Boys' Track                 | I        | \$4,681 | 1   | \$4,681  |
| High School Varsity Girls' Track                | I        | \$4,681 | 1   | \$4,681  |
| High School Varsity Girls' Volleyball           | I        | \$4,681 | 1   | \$4,681  |
| High School Varsity Cheerleading                | I        | \$4,681 | 1   | \$4,681  |
| High School Varsity Softball                    | I        | \$4,681 | 1   | \$4,681  |
| High School Concert Band Director               | I        | \$4,681 | 1   | \$4,681  |
| High School Assistant Football                  | II       | \$4,458 | 4   | \$17,834 |
| High School Assistant Boys' Varsity Basketball  | II       | \$4,458 | 2   | \$8,917  |
| High School Assistant Girls' Varsity Basketball | II       | \$4,458 | 2   | \$8,917  |
| High School Varsity Boys' Soccer                | II       | \$4,458 | 1   | \$4,458  |
| High School Varsity Girls' Soccer               | II       | \$4,458 | 1   | \$4,458  |
| High School Cross Country                       | II       | \$4,458 | 1   | \$4,458  |

|                                            |     |         |   |         |
|--------------------------------------------|-----|---------|---|---------|
| High School Swing Choir Director           | III | \$3,344 | 1 | \$3,344 |
| High School Assistant Summer Band Director | III | \$3,344 | 1 | \$3,344 |
| High School Assistant Band Director        | III | \$3,344 | 1 | \$3,344 |
| High School Band Guard                     | III | \$3,344 | 1 | \$3,344 |
| High School Summer Band Guard              | III | \$3,344 | 1 | \$3,344 |
| High School Summer Band Percussion         | III | \$3,344 | 1 | \$3,344 |
| High School Band Percussion                | III | \$3,344 | 1 | \$3,344 |
| High School Freshman Boys' Basketball      | III | \$3,344 | 1 | \$3,344 |
| High School Freshman Girls' Basketball     | III | \$3,344 | 1 | \$3,344 |
| High School Varsity Girls' Tennis          | III | \$3,344 | 1 | \$3,344 |
| High School Varsity Boys' Tennis           | III | \$3,344 | 1 | \$3,344 |
| High School Varsity Boys' Golf             | III | \$3,344 | 1 | \$3,344 |
| High School Varsity Girls' Golf            | III | \$3,344 | 1 | \$3,344 |
| High School Freshman Football              | IV  | \$2,787 | 2 | \$5,573 |
| High School Assistant Baseball             | IV  | \$2,787 | 2 | \$5,573 |
| High School Assistant Volleyball           | IV  | \$2,787 | 2 | \$5,573 |
| High School Assistant Softball             | IV  | \$2,787 | 2 | \$5,573 |
| Boys High School Assistant Wrestling       | IV  | \$2,787 | 2 | \$5,573 |
| Girls High School Assistant Wrestling      | IV  | \$2,787 | 2 | \$5,573 |

|                                              |    |         |   |         |
|----------------------------------------------|----|---------|---|---------|
| High School Assistant Boys' Track            | IV | \$2,787 | 1 | \$2,787 |
| High School Assistant Girls' Track           | IV | \$2,787 | 1 | \$2,787 |
| High School Assistant Boys' Swimming         | IV | \$2,787 | 1 | \$2,787 |
| High School Assistant Girls' Swimming        | IV | \$2,787 | 1 | \$2,787 |
| High School Assistant Cheerleading           | IV | \$2,787 | 2 | \$5,573 |
| High School Assistant Boys' Soccer           | IV | \$2,787 | 1 | \$2,787 |
| High School Assistant Girls' Soccer          | IV | \$2,787 | 1 | \$2,787 |
| High School Assistant Cross Country          | IV | \$2,787 | 1 | \$2,787 |
| High School Academic Competition Coordinator | V  | \$2,341 | 1 | \$2,341 |
| High School Student Council                  | V  | \$2,341 | 2 | \$4,682 |
| High School Drama Director                   | V  | \$2,341 | 1 | \$2,341 |
| High School Yearbook Advisor                 | V  | \$2,341 | 1 | \$2,341 |
| Junior High Football 7th Grade               | V  | \$2,341 | 1 | \$2,341 |
| Junior High Football 8th Grade               | V  | \$2,341 | 1 | \$2,341 |
| Junior High Boys' Basketball 7th Grade       | V  | \$2,341 | 1 | \$2,341 |
| Junior High Boys' Basketball 8th Grade       | V  | \$2,341 | 1 | \$2,341 |
| Junior High Girls' Basketball 7th Grade      | V  | \$2,341 | 1 | \$2,341 |
| Junior High Girls' Basketball 8th Grade      | V  | \$2,341 | 1 | \$2,341 |
| Junior High Boy Wrestling                    | V  | \$2,341 | 1 | \$2,341 |

|                                            |    |         |   |         |
|--------------------------------------------|----|---------|---|---------|
| Junior High Girl Wrestling                 | V  | \$2,341 | 1 | \$2,341 |
| Junior High Baseball                       | V  | \$2,341 | 1 | \$2,341 |
| Junior High Softball                       | V  | \$2,341 | 1 | \$2,341 |
| Junior High Swimming                       | V  | \$2,341 | 2 | \$4,682 |
| High School Musical Director               | V  | \$2,341 | 1 | \$2,341 |
| High School Assistant Girls' Tennis        | V  | \$2,341 | 1 | \$2,341 |
| High School Assistant Boys' Tennis         | V  | \$2,341 | 1 | \$2,341 |
| Robotics Head Coach                        | V  | \$2,341 | 1 | \$2,341 |
| High School Assistant Boys' Golf           | V  | \$2,341 | 1 | \$2,341 |
| High School Assistant Girls' Golf          | V  | \$2,341 | 1 | \$2,341 |
| Weight Room Supervisor                     | V  | \$2,341 | 1 | \$2,341 |
| 8th Grade Washington D.C. Trip Coordinator | VI | \$1,783 | 1 | \$1,783 |
| High School JV Softball Assistant          | VI | \$1,783 | 1 | \$1,783 |
| High School JV Baseball Assistant          | VI | \$1,783 | 1 | \$1,783 |
| Boys High School JV Wrestling Assistant    | VI | \$1,783 | 1 | \$1,783 |
| Girls High School JV Wrestling Assistant   | VI | \$1,783 | 1 | \$1,783 |
| Junior High Volleyball 7th Grade           | VI | \$1,783 | 1 | \$1,783 |
| Junior High Volleyball 8th Grade           | VI | \$1,783 | 1 | \$1,783 |
| Junior High Cheerleading                   | VI | \$1,783 | 1 | \$1,783 |
| Junior High Golf                           | VI | \$1,783 | 1 | \$1,783 |
| Junior High Cross Country                  | VI | \$1,783 | 1 | \$1,783 |

|                                          |      |         |    |          |
|------------------------------------------|------|---------|----|----------|
| Junior High Boys' and Girls' Track       | VI   | \$1,783 | 6  | \$10,698 |
| Junior High Boys' Soccer                 | VI   | \$1,783 | 1  | \$1,783  |
| Junior High Girls' Soccer                | VI   | \$1,783 | 1  | \$1,783  |
| Junior High Boys' Tennis                 | VI   | \$1,783 | 1  | \$1,783  |
| Junior High Girls' Tennis                | VI   | \$1,783 | 1  | \$1,783  |
| Junior High 7th Grade Assistant Football | VI   | \$1,783 | 2  | \$3,566  |
| Junior High 8th Grade Assistant Football | VI   | \$1,783 | 2  | \$3,566  |
| High School Choir Director               | VII  | \$1,337 | 1  | \$1,337  |
| Boys Wrestling JH Assistant Coach        | VII  | \$1,337 | 2  | \$2,674  |
| Girls Wrestling JH Assistant Coach       | VII  | \$1,337 | 2  | \$2,674  |
| Junior High Assistant Baseball           | VII  | \$1,337 | 1  | \$1,337  |
| Junior High Assistant Softball           | VII  | \$1,337 | 1  | \$1,337  |
| Junior High Assistant Swimming           | VII  | \$1,337 | 1  | \$1,337  |
| Robotics Assistant Coaches               | VII  | \$1,337 | 2  | \$2,674  |
| Elementary Basketball                    | VII  | \$1,337 | 12 | \$16,047 |
| High School Junior Class Sponsor         | VIII | \$1,226 | 2  | \$2,452  |
| High School Music Director               | VIII | \$1,226 | 1  | \$1,226  |
| Junior High Assistant Cross Country      | VIII | \$1,226 | 1  | \$1,226  |
| Junior High Assistant Golf               | VIII | \$1,226 | 1  | \$1,226  |
| Junior High Assistant Cheerleading       | VIII | \$1,226 | 1  | \$1,226  |
| Junior High Academic Coordinator         | IX   | \$1,114 | 1  | \$1,114  |

|                                            |    |         |   |         |
|--------------------------------------------|----|---------|---|---------|
| Junior High Student Council                | IX | \$1,114 | 2 | \$2,228 |
| High School Assistant Academic Competition | IX | \$1,114 | 4 | \$4,455 |
| High School Assistant Musical Director     | IX | \$1,114 | 1 | \$1,114 |
| High School Assistant Drama Director       | IX | \$1,114 | 1 | \$1,114 |
| High School Competitive Cheerleading       | IX | \$1,114 | 3 | \$3,342 |
| After School Elementary Choir              | X  | \$780   | 3 | \$2,341 |
| High School Assistant Student Council      | X  | \$780   | 1 | \$780   |
| High School PVE Club                       | X  | \$780   | 2 | \$1,561 |
| High School Spanish Club                   | X  | \$780   | 1 | \$780   |
| High School German Club                    | X  | \$780   | 1 | \$780   |
| High School Senior Class Sponsor           | X  | \$780   | 2 | \$1,561 |
| Junior High Yearbook / Annual              | X  | \$780   | 1 | \$780   |
| Junior High Newspaper                      | X  | \$780   | 1 | \$780   |
| Junior High Honor Society                  | X  | \$780   | 2 | \$1,561 |
| Junior High Drama                          | X  | \$780   | 1 | \$780   |
| High School National Honor Society         | X  | \$780   | 2 | \$1,561 |
| High School FFA                            | X  | \$780   | 4 | \$3,121 |
| Archery                                    | X  | \$780   | 3 | \$2,341 |
| High School Senior Service Learning        | X  | \$780   | 1 | \$780   |
| Elementary Yearbook EJE / East Elementary  | X  | \$780   | 2 | \$1,561 |
| High School Sophomore Class Sponsor        | XI | \$558   | 1 | \$558   |

|                                                      |          |         |    |         |
|------------------------------------------------------|----------|---------|----|---------|
| High School Freshman Class Sponsor                   | XI       | \$558   | 1  | \$558   |
| High School Thespian Club                            | XI       | \$558   | 1  | \$558   |
| High School Best Buddies                             | XI       | \$558   | 2  | \$1,116 |
| High School Art Honor Society                        | XI       | \$558   | 1  | \$558   |
| Junior High Art Club                                 | XI       | \$558   | 1  | \$558   |
| High School Art Club                                 | XI       | \$558   | 1  | \$558   |
| Elementary Yearbook (BL, RK, WL)                     | XI       | \$558   | 3  | \$1,674 |
| Elementary Student Council                           | XI       | \$558   | 5  | \$2,790 |
| Elementary Just Say No Club                          | XI       | \$558   | 10 | \$5,579 |
| Junior High Assistant Academic Coordinator           | XI       | \$558   | 1  | \$558   |
| *Elementary Intramural Coach (1/2 season per)        | XI       | \$558   | 8  | \$4,464 |
| E - Sports Club                                      | XI       | \$558   | 1  | \$558   |
| Health Occupations of America                        | XI       | \$558   | 1  | \$558   |
| BPA                                                  | XI       | \$558   | 1  | \$558   |
|                                                      |          |         |    |         |
| Extra/Ancillary Duty Compensation Schedule           |          |         |    |         |
|                                                      |          |         |    |         |
| Duty                                                 | Category | Stipend |    |         |
| Reading Coach                                        | III      | \$3,344 | 2  | \$6,687 |
| Blended Classroom Stipend                            | III      | \$3,344 | 1  | \$3,344 |
| Dual Credit or AP Teacher                            | III      | \$3,344 | 1  | \$3,344 |
| * ½ Stipend for Semester Courses                     |          | \$0     | 1  | \$0     |
| Swimming Pool Coordinator / Facility Maintenance (1) | III      | \$3,344 | 1  | \$3,344 |

|                                                                        |     |         |   |         |
|------------------------------------------------------------------------|-----|---------|---|---------|
| High School Auditorium Supervisor                                      | V   | \$2,341 | 1 | \$2,341 |
| Math Department Chairperson 7-12                                       | V   | \$2,341 | 1 | \$2,341 |
| Social Studies Department Chairperson 7-12                             | V   | \$2,341 | 1 | \$2,341 |
| Science Department Chairperson 7-12                                    | V   | \$2,341 | 1 | \$2,341 |
| English Department Chairperson 7-12                                    | V   | \$2,341 | 1 | \$2,341 |
| Foreign Language Department Chairperson 7-12                           | V   | \$2,341 | 1 | \$2,341 |
| Physical Education Department Chairperson 7-12                         | V   | \$2,341 | 1 | \$2,341 |
| Vocational Department Chairperson 7-12                                 | V   | \$2,341 | 1 | \$2,341 |
| Fine Arts Department Chairperson 7-12                                  | V   | \$2,341 | 1 | \$2,341 |
| Special Education Department Chairperson 7-12                          | V   | \$2,341 | 1 | \$2,341 |
| High School Baseball Field<br>' Coordinator / Facility Maintenance (1) | VII | \$1,337 | 1 | \$1,337 |
| High School Softball Field<br>Coordinator / Facility Maintenance (1)   | VII | \$1,337 | 1 | \$1,337 |

|                                        |                    |
|----------------------------------------|--------------------|
| Administrative Substitutes             | \$104/Day          |
| Class Coverage                         | \$31.00/Hour       |
| High School- High Demand Subject Areas | Teacher Daily Rate |
| Athletic Supervision Coordinators      | \$31.00/Hour       |

Teacher hourly rate will continue to be paid for homebound instruction, summer school, and any other duty/assignment for which current practice is to pay a teacher's hourly rate.

## D. RETIREMENT

1. The teacher's contribution to the Indiana State Teachers Retirement Fund shall be made by the Corporation.

2. For ease of reference in the following paragraphs, some paragraphs from three through six (3-6) as originally stated in the ratified 2003-2004 Contract are intentionally omitted. These paragraphs may be referenced and reviewed in the 2003-2004 Contract.

3. Vesting Requirement Retirement Eligibility - Except as otherwise specifically provided herein, upon retirement from the Corporation, a teacher shall be fully vested if the retiring teacher has satisfied the following requirements:

- a. Be at least fifty-five (55) years old at the time of retirement.
- b. Signed the sixth regular teaching contract with the Corporation.
- c. The retiring teacher must submit a written, unconditional and irrevocable letter of resignation to both the Board and the Superintendent no later than April 1 of the year when retirement is to begin. However, in the event a teacher is unable to give the required notice because of an accident, ill health, or for another unforeseen reason, the teacher may petition the Board for the remainder of his/her entitlement under this agreement.
- d. If a teacher is non-renewed for reasons of reduction in force, that teacher's Section 401(a) Plan and/or VEBA account will not be forfeited by that teacher and redistributed to the remaining group of Corporation teachers until that teacher's recall rights have been exhausted. Teachers who are non-renewed for reasons of reduction in force and who are recalled to the Corporation for subsequent regular teaching employment will have continuous seniority for the purpose of vesting requirements for retirement from the Corporation.
- e. Rehired Employees. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the Corporation. However, if the Board approves a leave of absence of not more than one (1) year for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave. This does not preclude the Board from granting more than one leave of absence to a teacher as prescribed in Article IV of this contract, and if that combination of leaves would extend more than (1) year, the individual's leaves of absence shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.
- f. A teacher becomes fully vested in the event of separation due to permanent disability or death.

4. The Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code and a Voluntary Employees' Beneficiary Association as described in section 501 (c) (9) of the Code (the Paragraph 7 VEBA) for: (a) those teachers with less than eleven (11) years of experience with the Corporation and who were hired before July 1, 2001, who (pursuant to paragraph 6 of the 2003-2004 Contract elected to participate in the plan described in this paragraph and (b) teachers hired on or after July 1, 2001.

a. Paragraph 7 401 (a) Plan:

The Corporation shall contribute to the Paragraph 7 401(a) Plan each year by November 30, 1.5% of the eligible teacher's base salary.

A Committee of the Board and the Association shall select the single vendor for the Paragraph 7 401(a) Plan and the available investment options and shall periodically review the vendor and the investment options. The terms and conditions for the administration of the Paragraph 7 401(a) Plan will be determined by the Committee. The following shall apply to the Paragraph 7 401 (a) Plan:

Separate Accounts. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts, and each employee shall determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the Paragraph 7 401(a) Plan.

- Vesting. Until such time as an employee has retired, is at least fifty-five (55) years of age and has permanent status (has signed the sixth teaching contract with the Corporation), the employee shall not be vested and shall have no access to the assets held in his or her separate Paragraph 7 401(a) Plan account. A teacher becomes fully vested in the event of separation due to permanent disability or death.
- Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in paragraph (ii) above, for any reason, the terminated employee's Paragraph 7 401(a) Plan account shall be forfeited. All amounts forfeited shall be given as a credit to the Corporation against future contributions and shall be used to reduce the future obligations of the Corporation. For example, if \$500.00 is forfeited by an employee and the normal, total contributions required by the Corporation for the Paragraph 7 401 (a) Plan are \$5,000.00, then the Corporation shall only be required to contribute \$4,500.00.
- Distributions. Following retirement and the satisfaction of the requirements set forth in paragraph (ii) above, a retired employee may elect to commence distributions from his or her Paragraph 7 401(a) Plan account. If an active or retired employee dies after having satisfied the requirements of paragraph (ii) above, the deceased employee's Paragraph 7 401(a) Plan account shall be paid to the decedent's beneficiary as designated for the Indiana State Teachers Retirement Fund or to his or her estate if no beneficiary has been designated. At no time may a participant borrow from his/her Paragraph 7 401(a) Plan account.

- Costs. All costs incurred in the administration of the Paragraph 7 401(a) Plan and investment fees shall be paid from the Paragraph 7 401(a) Plan.
- The Paragraph 7 401(a) Plan may be administered as a part of the other 401(a) Plans, provided that the requirements of each plan shall remain intact.

b. Paragraph 7 VEBA:

The Corporation shall contribute to the Paragraph 7 VEBA each year by November 30, 1.5% of the eligible teacher's base salary.

A Committee of the Board and Association shall select the single vendor for the Paragraph 7 VEBA and the available investment options and shall periodically review the vendor and the investment options. The terms and conditions for the administration of the Paragraph 7 VEBA will be determined by the Committee. The following shall apply to the Paragraph 7 VEBA:

- Separate Accounts: The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts, and each employee shall determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the Paragraph 7 VEBA.
- Vesting. Until such time as an employee has retired, is at least fifty-five (55) years of age and has permanent status (has signed the sixth teaching contract with the Corporation), or upon death after having reached at least age 55 and having at least signed the 6th teaching contract, the employee shall not be vested and shall have no access to the assets held in his or her separate Paragraph 7 VEBA. A teacher becomes fully vested in the event of separation due to permanent disability or death.
- Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in paragraph (ii) above, for any reason, the terminated employee's Paragraph 7 VEBA account shall be forfeited. All amounts forfeited shall be given as a credit to the Corporation against future contributions and shall be used to reduce the future obligations of the Corporation. For example, if \$500.00 is forfeited by an employee and the normal, total contributions required by the Corporation to the Paragraph 7 VEBA are \$5,000.00, then the Corporation shall only be required to contribute \$4,500.00.
- Distributions. Following retirement and the satisfaction of the requirements set forth in Paragraph 4, b (ii) above, a retired employee may use the amounts held in his/her separate VEBA account to pay the following expenses incurred by the employee, spouse, and IRS dependent children (whether minors or adults): dental, prescription drugs, long-term care insurance, medical insurance premiums, health reimbursement, unreimbursed medical expenses, major medical and hospitalization, vision care and Medicare supplement premiums. The retired, eligible teacher shall be allowed to purchase health and/or dental/vision insurance in the Corporation's group plan and shall pay the full cost of the individual or family plan selected by the teacher.

Furthermore, following the death of the employee who had otherwise satisfied the requirements of Paragraph 4, b (ii) above, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and IRS dependent children (whether minors or adults). Any amounts not distributed to or for the benefit of the employee, spouse, and/or IRS dependent children (whether minor or adults) shall be forfeited and shall be credited as provided in Paragraph 4 b (iii) above. At no time may the VEBA make loans to an employee, his/her spouse or dependents.

This section also hereby amends the retirement (buy-out) VEBA distribution section from the 2003-2004 Contract (Section E, 5, a, iv) to provide for the same distributions as set forth in this section.

- Costs. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.
- The Paragraph 7 VEBA may be administered as a part of the VEBA, provided that the requirements of each plan shall remain as set forth herein.
- Plan documents required by paragraphs a and b above shall be reviewed and approved by legal counsels for the Corporation and the Association.

5. The Committee for both 401(a) Plans and both VEBAs described herein shall be comprised of seven (7) members, with three (3) being appointed by the Superintendent and four (4) being appointed by the President of the Association. The Committee shall function under the following rules:

- a. The Committee shall perform the functions of the 401(a) and VEBA Committee
- b. Each Committee member shall be appointed for a one (1) year period and may be re-appointed.
- c. Vacancies on the Committee shall be filled before the next meeting by the appropriate appointing official.
- d. The Committee shall select one of its members to act as chairperson for a one (1) year term and may be reelected.
- e. The Committee shall meet during the school year as needed. Special meetings may be called by the chairperson or at the request of at least two (2) members. A quorum of the Committee is four (4) members. Any official action of the Committee shall require approval of a majority of the members present at a meeting.

6. The Corporation has not projected and does not guarantee in any manner the potential earnings or future value of either of the VEBAs or either of the 401(a) Plans

7. The Association does not guarantee in any manner the potential earnings or future value of either of the VEBAs or either of the 401(a) Plans.

#### E. Matching 403(b) Tax-deferred Annuities (Retirement Savings Plan)

1. Each employee shall have the option of investing in tax-deferred annuities to the maximum allowable under Federal law in a 403(b) vehicle, of which up to 1.5% of the employee's base salary shall be matched by the employer on a dollar for dollar basis. An employee must have completed the school year to be eligible for the match, which will be

contributed by the School Corporation in July of each year. The employer shall deposit matching funds for each employee into an account for the employee with a company selected by the Association in writing, which company cannot be changed more frequently than annually. All employee contributions will be rounded to the nearest dollar.

2. The company selected by the Association in writing shall be the sole administrator of employer contributions to the Tax-Deferred Annuity program.

3. School employees will have the option of continuing to invest their dollars in tax-deferred annuities for which money is already being deducted from the employee's salary, if any, or the tax-deferred annuity offered by the company selected by the Association in writing.

4. Once contributions are made by the employee and the employer on behalf of the employee, all assets of the accounts become vested in and are the property of the employee. If an employee dies after the fund is vested, the employee's fund shall be paid to his or her beneficiaries as designated for the Indiana State Teachers Retirement Fund or to his or her estate if no beneficiary has been designated.

ARTICLE IV  
SALARY AND WAGE RELATED  
FRINGE BENEFITS

A. Insurance

1. Health Insurance

The Corporation will provide a group hospitalization, surgical and medical insurance program with the premiums to be paid by the Corporation and the teacher as set forth herein. The Corporation will contribute \$8,000 toward single health insurance plans. The Corporation will contribute \$17,200 toward family health insurance plans.

Each employee shall have the option of choosing the family health plan or the single health plan. Current employees who have previously waived health coverage for the employee or any dependents, may apply for coverage, within thirty (30) days from the certified employee's first working day of the school year or upon a HIPAA special qualifying event, subject to Evidence of Insurability, by completing a Group Employees' Medical application.

New employees and their dependents may apply for health coverage within thirty (30) days of the certified employees' first working day or upon having a HIPAA special qualifying event. Late enrollees are not eligible to enroll in this plan except upon the occurrence of a HIPAA special qualifying event. A late enrollee is defined as a current certified employee who is not currently enrolled in the Corporation's health insurance plan or a new employee who fails to enroll within the thirty (30) days from the certified employee's first working day.

Employees on Dependent Leave will be allowed to continue health insurance provided they pay the employee portion of premiums.

### Health Insurance Goal

The Corporation and the Association emphasize that serious consideration will be given to determine changes in health insurance benefits and costs of benefits in order to bring advantages to both the Corporation and to the Association. A subcommittee comprised of four (4) members, two (2) appointed by the Superintendent and two (2) appointed by the Association President will conduct meaningful work beginning immediately upon Contract ratification. This subcommittee will submit written reports and offer verbal reports of its findings and/or direction to the Corporation and Association formal Negotiations Team as needed.

#### 2. Term Life

The Corporation will pay the cost less one dollar (\$1.00) (which the teacher will pay) for a term life insurance policy for each full time teacher, in an amount equal to two times the teacher's base pay, rounded to the nearest \$10,000 with a minimum of \$25,000. Premium payments for benefits in excess of Internal Revenue Service maximums will be taxable to the teacher.

#### 3. Dental/Eye Benefit

The Corporation will provide a group dental/vision insurance benefit plan. For each full time employee, the Corporation will pay 50% of the cost for a single plan or 50% of the cost for a family plan. For a one-half (1/2) time employee, the Corporation will pay 25% of the cost for a single plan, and 25% of the cost for a family plan. There shall be no changes made to the eye/dental benefits without agreement by both the Association and the Corporation.

#### 4. Long-term Disability

The Corporation agrees to provide Long-term Disability Insurance that is mutually acceptable to the Corporation and Association with the teacher paying one dollar (\$1.00) toward the insurance.

#### 5. Section 125

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

## B. Sick Leave

Sick leave may be used for the teacher's personal illness or (as set forth hereafter in paragraph 4) in the event of an illness of a family member. Sick leave shall be credited annually to each teacher on the first day of the employment year and shall be subject to the rules as follows:

1. Ten (10) days shall be credited to the teacher's account on the first day of employment on a regular teaching contract.
2. Nine (9) days shall be credited to the teacher's sick leave at the beginning of the second year of employment and each year thereafter on a regular teaching contract.
3. In addition to said sick leave provided for above, when a teacher with prior experience in the Indiana Public Schools System is newly employed in the Corporation, sick leave days available as reported from the immediately prior corporation will be credited to the teacher at the beginning of the second year of employment in the Corporation as follows: Three (3) days per year until a teacher has served five (5) years in the Corporation. Upon signing a sixth regular contract all days accumulated in the prior corporation shall be transferred up to the maximum allowable that year in the Corporation.
4. Up to ten (10) days of the teacher's sick leave may be used each school year in the event the teacher's presence is required because of illness or accident involving the teacher's spouse, child, parent, or any other relative for whose welfare the teacher has primary responsibility.
5. The total unused portion of the annual sick leave allowance shall be permitted to accumulate up to a maximum of ninety (90) days.
6. Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher's account upon the teacher's return from the leave of absence.
7. A teacher employed under regular contract for only a portion of the school year shall be entitled to a proportionate number of sick leave days, defined as the ratio of the number of said teacher contract days to the number of days in the regular school year.

## C. Personal Leave

Three (3) personal leave days shall be credited to the teacher's account each year of employment of a regular teaching contract. One (1) personal leave day which has not been utilized during the course of the prior regular school year shall be accumulated allowing a maximum number of personal days of four (4) per school year.

## D. Transfer of Unused Days

The unused personal leave days from the prior year will be transferred to a teacher's accumulated sick leave on August 5 of each succeeding year, subject, however, to the limitations on sick leave accumulation as is provided in Article IV, Paragraph B (5) herein.

#### E. Bereavement Leave

In case of death in the family (as defined below) of a teacher, the teacher is entitled to be absent without loss of compensation for a period immediately following the day of the death for not more than the number of days provided below, for the purpose of attending the last burial rites and attending to other personal matters of the immediate family member; provided, however, that said days may be used in all cases to include one day of the funeral. These days do not need to be consecutive work days. A teacher needing to attend to personal matters in regard to the death in the family and desiring to use paid bereavement days in the matter, must not extend such use and request beyond two weeks following the death in the family. Sick leave days are not to be used for attending to personal matters in regard to a death in the family. In extraordinary circumstances, the teacher shall present verifying documentation and request in writing to the Superintendent for approval of paid bereavement leave which is not within the time frame of the work days following the day of death of the family member as defined in this paragraph. The decision of the Superintendent is final. In the case of the death of a:

1. Spouse, child, step-child, or legally adopted child, in each case not more than six (6) work days.
2. Father, mother, brother, sister, father-in-law, mother-in-law, step-father, step-mother or any dependent persons residing in the teacher's household, in each case not more than five (5) work days.
3. Son-in-law, daughter-in-law, grandparent, grandparent-in-law, brother-in-law, sister-in-law, uncle, uncle-in-law, aunt, aunt-in-law, niece, nephew, cousin, grandchild, or step-grandchild not residing in the teacher's household, in each case not more than four (4) work days.

#### F. Jury Duty Leave

A teacher called to serve on jury duty will be reimbursed his or her regular wages for the days lost from work less the amount received for jury duty, excluding mileage.

#### G. Conference Leave

Upon written application, and subsequent approval by the Superintendent, teachers may be granted leave without loss of pay and may be granted expenses and fees to visit other schools or to attend meetings or conferences of an educational nature.

#### H. Military Leave

1. A teacher entering military service is entitled by statute to a leave of absence and all contractual rights of such teacher are preserved during the time of military service. Sixty (60) day notice of intent to return after discharge is required by statute.
2. If National Guard or reserve encampment or a period of active training due to an emergency situation should occur during the school year, the teacher required to participate shall be granted temporary leave of absence. A maximum of fifteen (15) working days in

any one (1) calendar year is provided under the law with all contractual benefits preserved. The Corporation agrees to pay in accordance with Indiana state law.

#### I. Civic Leave

Subject to the exceptions set forth herein below, a teacher who is subpoenaed to testify before a local, state, or federal court or administrative agency, and who appears before said court or agency in response to said subpoena shall be paid by the Corporation an amount equal to the difference between the salary the teacher would have otherwise earned by working for the Corporation on that date and the daily witness fee, if any, paid by the court or administrative agency for the day on which the teacher appeared to testify.

In order to receive payment, a teacher must give the Corporation notice that he or she has been subpoenaed to appear as a witness, and must furnish satisfactory evidence that the teacher appeared in response to said subpoena on the day for which payment is claimed.

Unless the teacher is subpoenaed to appear on behalf of the Corporation, the Corporation shall not be obligated to pay the teacher when the teacher or the Association is a party to the judicial or administrative proceedings.

#### J. General Provisions Covering Leaves of Absence

1. If allowed by the companies involved, membership in current group fringe benefit insurance plans may be continued by the teacher personally prepaying the total premium for the period of the leave of absence to the Business Office annually.
2. When a teacher has informed the Corporation of an absence in the future, then because of weather, or any other reason, there is no school on the particular day (s), the teacher shall not have said day (s) deducted from the teacher's account, provided that the teacher worked the last day school was in session before, or the first day that school was in session after such requested leave.

#### K. Job Sharing

A teacher may request a job sharing partner in accordance with this provision. If the Board approves a job share arrangement, compensation will be paid and Board contributions towards insurance and other fringe benefits will be made in accordance with the following example:

1. Each teacher partner shall receive fifty percent (50%) of the compensation due him or her under this contract, Compensation shall be in accordance with his or her placement on the current salary schedule.
2. Sick, personal, and other leaves will be provided each job sharing teacher on a fifty percent (50%) prorated basis.
3. Contractually required Board insurance and other required fringe benefit contributions will be made on a fifty percent (50%) pro rated basis.
4. The total aggregate compensation shall not exceed the current cost to employ one regular teacher to fill the position, based upon the total cost of the teacher with the most experience and training recognized on the current salary schedule.

5. If a job sharing teacher is credited with a year of service by the Indiana Teachers Retirement Fund (TRF), the school corporation will grant a year of Jay teaching experience.

Requests for a job share partner shall be submitted to the Superintendent by the proposed partners on or before April 1<sup>st</sup> of the school year prior to the school year for which the job share partnership is to be effective. The request shall contain details including, but not limited to: schedule, class responsibilities, parent-teacher communications, extended day responsibilities, classroom rules, educational philosophy, field trips, and all other information necessary or requested by the principal or school administration to determine whether the proposed job share partnership is in the best interest of the students, staff, and patrons of the Corporation.

Each job sharing partnership shall be approved only for one school year at a time. If desired, the participating teachers shall request in writing a renewal of the job share partnership for the next school year by April 1<sup>st</sup> of the subsequent year. Approval of a job sharing partnership shall be solely at the discretion of the Board.

#### L. Sick Leave Bank

The purpose of the Sick Leave Bank is to relieve its members from undue financial burdens due to absence from work on a long-term basis due to illness, injury, or incapacitation sufficiently severe that it would make their presence in school inadvisable. Sick leave bank days may be used for any purposes as set forth in Article IV, B (Sick Leave)

##### Sick Leave Administration

The Sick Leave Bank shall be administered by a Committee of three (3) members, two (2) of which will be appointed by the President of the Association, and one (1) by the Superintendent.

1. Each committee member shall be appointed for a two (2) year period and may be re-appointed.
2. Vacancies on the Committee shall be filled before the next meeting by the appropriate appointing official.
3. The Committee shall select one of its members to act as chairperson for the duration of the year.
4. The Committee shall meet during the school year as needed. Special meetings may be called by the chairman or at the request of the committee members. Any official action of the Committee shall require approval of a majority of the total Committee. A quorum of the Committee is two (2) members,
5. The Committee shall prepare an annual report in conjunction with the Corporation's payroll clerk regarding days contributed by each teacher, days used, and days accumulated in the Bank, and distribute the report to the President of the Association and the Superintendent.

6. Requests for use of the Bank and requests to donate days shall be made on official forms developed mutually by the Association, the Corporation, and members of the Committee. Sick Leave Bank enrollment forms and a Sick Leave Bank use request forms will include informed consent language that medical information may be required by Sick Bank Committee to determine eligibility.
7. Medical information required for the administration of the sick bank shall remain confidential within the sick bank committee.

#### Criteria for Use of the Bank

1. Before days are granted from the sick leave bank, the applicant must be out of pay status (unpaid days) for three consecutive work days. The intent of the bank is that any consecutive absence shall result in no more than three unpaid days.
2. All current and previously accumulated sick leave days must be exhausted by the individual.
3. The applicant must be a current participant in the Bank.
4. The applicant shall present to the committee a physician's statement that states the teacher is unable to work or a physician's statement that states that an immediate family member has a long term illness or serious accident in order for the applicant to be considered for payment of sick days from the sick bank for an absence from work for more than three (3) consecutive days. However, the Committee and/or the Superintendent reserve the right to require an applicant to present a physician's statement for any and all sick bank days which are being applied for to the Committee (1/2 day and more days).
5. Sick bank days shall not be granted to extend beyond the last teacher work day of the school year.
6. Between two (2) and five (5) working days before the depletion of Bank days previously granted, a member may reapply with verification by the attending physician of continued serious illness. The maximum number of days that may be granted on any re-application is forty-five (45) and must be used before the last scheduled teacher's work day in the school year. All re-applications approved by the Committee are exempt from a waiting period between previous Bank days granted.
7. The maximum number of sick bank days granted during a school year shall be limited to coverage of 180 calendar days, at which time long-term disability becomes effective.
8. From time to time persons require elective surgery or medical treatment that is necessary but does not endanger the health or safety of the affected person if the medical treatment is postponed until school is not in session. Therefore, it will be the policy of the sick leave bank committee to carefully review such requests and, if questions arise concerning the urgency of such requests, proof of the immediate need will be required. Elective surgeries are defined as surgery that is scheduled in advance because it does not involve a medical emergency.

9. In the case of maternity sick bank request, the pay granted from sick bank shall not exceed 30 days.

10. If applicant or applicant's immediate family has a long term illness that requires continuous care that may cause the applicant to miss multiple non-consecutive days, the committee may consider granting sick bank days without the applicant missing additional unpaid days.

#### Eligibility for Use of the Bank

1. Any person under teacher's contract is eligible to participate in the Bank.

2. Any member who is receiving any public funds or benefits derived from public funds as partial or full compensation for the illness or disability causing the absence shall not be eligible for Sick Leave Bank credit.

#### Composition of the Bank

1. The number of days contributed will continue to accumulate until a total of one thousand five hundred (1,500) days are credited to the Sick Leave Bank.

2. Within five days following the end of a school year, a teacher may donate up to and including five (5) unused sick days to the sick bank for Sick Bank use. A Sick Bank Donation of Days document must be received by the Superintendent within five (5) days of the end of the school year for this process to occur. The donation is irrevocable.

Retiring teachers may not contribute to the Sick Bank for the year following their retirement. However, the Corporation shall, following the retirement of a teacher or teachers, contribute to the Sick Bank twenty (20) days per retiring teacher, provided that said contribution shall not exceed one hundred (100) days per year or the amount needed to bring the Sick Bank to one thousand five hundred (1,500) days, whichever is less.

3. A minimum of one (1) day contributed per year is required to participate in the Bank.

4. Sick leave days donated to the Bank by a member are considered as permanent contributions to the Bank, and the teacher's election to donate is irrevocable

5. If the number of days in the Bank falls below five hundred (500) days the Committee may request additional days from the members.

#### Miscellaneous Provisions

1. The granting of days is subject to availability but never shall be less than the eligible teacher's current contribution.

2. If a teacher desires to appeal a decision of the Sick Bank Committee then the teacher will communicate in writing to the Sick Bank Committee requesting an appeal. This letter of appeal must contain the reason for the appeal and contain additional documentation which would warrant the Committee's reconsideration of the original request. The letter must be received by the Sick Bank Committee within ten (10) days following the teacher's receipt of

the Committee's decision. The Sick Bank Committee will conduct an Appeal Meeting at which time the teacher must be personally present, or if the teacher is hospitalized or unable to be present, a legal representative of the teacher may be present on behalf of the teacher. The teacher must place into writing and send to the Sick Bank Committee the statement that the teacher has delegated the appearance to a legal representative and state the name of the individual. The decision of the Sick Bank Committee is final.

3. Application for the granting of Sick Leave Bank days may be made by a representative in cases where the member is unable to do so.

4. The total number of days contributed by any individual shall not be a determining factor in granting use of the Bank.

5. If on October 1 of the present school year, one thousand five hundred (1,500) days are in the Sick Leave Bank, the requirement of contribution of one (1) day per year shall be waived for any participating member of the preceding year. However, a teacher who is not a member of the Sick Leave Bank will be permitted to contribute to become eligible for participation.

6. Any newly hired person under teachers' contract may enroll within thirty (30) calendar days of beginning employment. Any teacher already under contract may join within thirty (30) calendar days of the beginning of the school year. The new hire shall be notified about the sick bank and select to opt — in or opt —out. This will be done by business office personnel within the hiring and orientation process. If an enrollment form is not received within the 30-day time period, the teacher will be deemed to have opted out and will be eligible for enrollment again the following school year. A form shall be developed by the committee for this purpose and reviewed as needed. Sick Leave Bank enrollment forms and Sick Leave Bank use request forms will include informed consent language that medical information may be required by Sick Bank Committee to determine eligibility.

7. The parties agree to form a joint committee to review and recommend changes to the sick leave bank language

#### M. Anticipated Temporary Disability Leave

Teachers who, due to anticipated disability, intend to take an extended leave of absence and use accumulated sick leave and/or unpaid days, are required to present to the Superintendent a written request for temporary disability and a doctor's statement certifying such disability.

N. Maternity leave requests shall be administered in accordance with Indiana Code 20-28-10- 5.

#### O. Adoption Leave

At the request of a teacher, an unpaid leave of absence may be granted for the purpose of child-care for the balance of the semester immediately following the adoption of a child.

This leave may, at the request of the teacher, also be extended through the next school year. Said teacher shall serve notice to the Superintendent, in writing, no later than thirty (30) days prior to the expiration of said leave of the teacher's intent to return to employment from said leave.

P. Political Leave

A leave of absence without pay may be granted to a teacher upon request for the purpose of campaigning for and/or serving elective office.

Q. Dependent Leave

In the event that a person who is dependent upon a teacher is severely ill, severely incapacitated or severely injured and hospitalized as verified in a written physician's document presented to the Superintendent and such long term severe illness, physical incapacity, or severe injury requires that teacher's assistance for an extended period of time, the teacher may be granted a leave of up to one (1) year without pay upon recommendation of the Superintendent and the approval of the Board,

R. Payroll Deductions

Upon receipt of the written authorization of a teacher, the Board shall deduct the amount designated by the teacher from the pay of said teacher and the Corporation shall remit such amount in accordance with the direction of said teacher for (1) financial institutions, (2) Corporation insurance programs, (3) United Way of Jay County, and (4) annuity programs in which teachers are enrolled.

The above payroll deductions will be deducted in accordance with the following guidelines:

- (a) Financial Institution - By teacher direction originating at the Financial Institution office. Enrollment and changes may be made throughout the year.
- (b) Corporation Insurance Programs - Twenty (20) or Twenty-six (26) consecutive payroll deductions beginning with the first pay of the new school year.
- (c) United Way of Jay County - Twenty (20) consecutive payroll deductions beginning with the first pay of the new calendar year.
- (d) Annuities - Twenty (20) consecutive payroll deductions beginning with the first pay of the new school year. Enrollment and changes will be accepted until August 1 for the following school year.

S. Background Checks

The Corporation shall pay all costs associated with expanded criminal background checks and expanded child protection index checks that are required by the Corporation or per IC 20-26-5-10.

#### T. Association Leave/Release

The President of the Association shall be released from time to time, as needed, and shall not lose pay for time spent on meetings with the administration on association business and related meetings with teachers during the contract day, provided any meetings with teachers are conducted only during times in which the teacher with whom the president is conferring is not assigned to teaching or supervising duties.

#### U. Sabbatical Leave

A teacher, on written request, may be granted a sabbatical for improvement of professional skills through:

- (1) advanced study;
- (2) work experience;
- (3) teacher exchange programs; or
- (4) approved educational travel.

After taking a sabbatical, the teacher may request an extension of the leave.

A teacher may only request a sabbatical leave only once every five years of employment.

### ARTICLE V GRIEVANCE PROCEDURE

#### A. Definition

1. A grievance shall mean a complaint by a teacher in the bargaining unit of the Association that there has been to the teacher a violation, misinterpretation or inequitable application of a specific provision of this Agreement.

2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.

#### Professional Grievance Procedure

#### B. Procedure of Handling

1. A claim may be made by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this contract.

2. In the event that a teacher and/or the Association believe there is a basis for a grievance, the teacher shall first discuss the alleged grievance within ten (10) working days following the act or the condition which is the basis of the grievance, with the building principal or department head, either personally or accompanied by an Association representative.

3. If, as a result of the informal discussion with the building principal or department head, a grievance exists, the teacher may invoke the formal grievance procedure. A copy of

the grievance form shall be delivered to the principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or his appointed designee.

4. Within five (5) working days of receipt of the written grievance, the principal shall hold a conference with the Association representative attempting to satisfactorily resolve the grievance. At the time of the conference, the teacher may appear.

5. Within five (5) working days after such conference, or longer if mutually agreed to, the principal shall answer such grievance in writing.

6. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the principal's decision will be final.

7. If the Association or the teacher does not accept the principal's written answer, the grievance may be appealed to the Superintendent of Schools by sending notice in writing to him within five (5) working days from the date of the principal's written decision.

8. Within five (5) working days of receipt of the written appeal, the Superintendent, or designated representative will attempt to resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.

9. Within five (5) working days from such conference, or longer if mutually agreed to, the Superintendent, or his designated representative, shall answer such grievance in writing.

10. Within five (5) days after receiving the decision of the Superintendent, the grievant may appeal the decision to the School Board by filing the grievance with the secretary of the Board. The decision of the School Board shall be final.

11. Other provisions relating to the Grievance Procedure:

(a) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant and are not a valid basis for evaluations or considerations of awarding any professional advantage to such a teacher.

(b) Notwithstanding the expiration of this Contract, any claim or grievance arising thereunder may be processed through the grievance procedure through resolution.

(c) If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent or his designee directly and the processing of such grievance shall commence with the Superintendent.

ARTICLE VI  
TERMS AND GENERAL PROVISIONS

The undersigned attest to the following:

1. A public hearing was held in compliance with I.C. § 20-29-61 (b) on August 4, 2025, and electronic participation from the parties and/or public was not permitted; and
2. A public meeting in compliance with I.C. § 20-29-6-19 was held on October 20, 2025, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

This Contract shall be effective upon joint approval by both the Association and Corporation as of the commencement of the July 1, 2025, school year and shall continue in effect through June 30, 2026.

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause will be deleted from this Agreement to the extent that it violates the law; but the remaining Articles, Sections, and Clauses will remain in full force and effect for the duration of the Agreement if not affected by the deleted Article, Section or Clause.

This contract is made and entered into at Portland, Indiana, as of the 27th of October 2025, by and between the Board of School Trustees of the Jay School Corporation, County of Jay, State of Indiana, and the Jay Classroom Teachers Association affiliated with the Indiana State Teachers Association and the National Education Association. This contract is so attested by the parties whose signatures appear below:

The Jay School Corporation  
Ron Laux, School Board President

A handwritten signature in black ink, appearing to read "Ron Laux", written over a horizontal line.

Jay Classroom Teachers Association  
Abby Homan, JCTA President

A handwritten signature in blue ink, appearing to read "Abby M. Homan", written over a horizontal line.

Appendix A-1

|      | <b>BS</b>   | <b>BS + LE</b> | <b>MA</b>   | <b>MA + LE</b> |
|------|-------------|----------------|-------------|----------------|
| 0    | \$47,503.00 | \$48,003.00    | \$49,000.00 | \$49,500.00    |
| 0.5  | \$47,903.00 | \$48,403.00    | \$49,500.00 | \$50,000.00    |
| 1    | \$48,303.00 | \$48,803.00    | \$50,000.00 | \$50,500.00    |
| 1.5  | \$48,703.00 | \$49,203.00    | \$50,500.00 | \$51,000.00    |
| 2    | \$49,103.00 | \$49,603.00    | \$51,000.00 | \$51,500.00    |
| 2.5  | \$49,503.00 | \$50,003.00    | \$51,500.00 | \$52,000.00    |
| 3    | \$49,903.00 | \$50,403.00    | \$52,000.00 | \$52,500.00    |
| 3.5  | \$50,303.00 | \$50,803.00    | \$52,500.00 | \$53,000.00    |
| 4    | \$50,703.00 | \$51,203.00    | \$53,000.00 | \$53,500.00    |
| 4.5  | \$51,103.00 | \$51,603.00    | \$53,500.00 | \$54,000.00    |
| 5    | \$51,503.00 | \$52,003.00    | \$54,000.00 | \$54,500.00    |
| 5.5  | \$51,903.00 | \$52,403.00    | \$54,500.00 | \$55,000.00    |
| 6    | \$52,303.00 | \$52,803.00    | \$55,000.00 | \$55,500.00    |
| 6.5  | \$52,703.00 | \$53,203.00    | \$55,500.00 | \$56,000.00    |
| 7    | \$53,103.00 | \$53,603.00    | \$56,000.00 | \$56,500.00    |
| 7.5  | \$53,503.00 | \$54,003.00    | \$56,500.00 | \$57,000.00    |
| 8    | \$53,903.00 | \$54,403.00    | \$57,000.00 | \$57,500.00    |
| 8.5  | \$54,303.00 | \$54,803.00    | \$57,500.00 | \$58,000.00    |
| 9    | \$54,703.00 | \$55,203.00    | \$58,000.00 | \$58,500.00    |
| 9.5  | \$55,103.00 | \$55,603.00    | \$58,500.00 | \$59,000.00    |
| 10   | \$55,503.00 | \$56,003.00    | \$59,000.00 | \$59,500.00    |
| 10.5 | \$55,903.00 | \$56,403.00    | \$59,500.00 | \$60,000.00    |
| 11   | \$56,303.00 | \$56,803.00    | \$60,000.00 | \$60,500.00    |
| 11.5 | \$56,703.00 | \$57,203.00    | \$60,500.00 | \$61,000.00    |
| 12   | \$57,103.00 | \$57,603.00    | \$61,000.00 | \$61,500.00    |
| 12.5 | \$57,503.00 | \$58,003.00    | \$61,500.00 | \$62,000.00    |
| 13   | \$57,903.00 | \$58,403.00    | \$62,000.00 | \$62,500.00    |
| 13.5 | \$58,303.00 | \$58,803.00    | \$62,500.00 | \$63,000.00    |
| 14   | \$58,703.00 | \$59,203.00    | \$63,000.00 | \$63,500.00    |

|      |             |             |             |             |
|------|-------------|-------------|-------------|-------------|
| 14.5 | \$59,103.00 | \$59,603.00 | \$63,500.00 | \$64,000.00 |
| 15   | \$59,503.00 | \$60,003.00 | \$64,000.00 | \$64,500.00 |
| 15.5 | \$59,903.00 | \$60,403.00 | \$64,500.00 | \$65,000.00 |
| 16   | \$60,303.00 | \$60,803.00 | \$65,000.00 | \$65,500.00 |
| 16.5 | \$60,703.00 | \$61,203.00 | \$65,500.00 | \$66,000.00 |
| 17   | \$61,103.00 | \$61,603.00 | \$66,000.00 | \$66,500.00 |
| 17.5 | \$61,503.00 | \$62,003.00 | \$66,500.00 | \$67,000.00 |
| 18   | \$61,903.00 | \$62,403.00 | \$67,000.00 | \$67,500.00 |
| 18.5 | \$62,303.00 | \$62,803.00 | \$67,500.00 | \$68,000.00 |
| 19   | \$62,703.00 | \$63,203.00 | \$68,000.00 | \$68,500.00 |
| 19.5 | \$63,103.00 | \$63,603.00 | \$68,500.00 | \$69,000.00 |
| 20   | \$63,503.00 | \$64,003.00 | \$69,000.00 | \$69,500.00 |
| 20.5 | \$63,903.00 | \$64,403.00 | \$69,500.00 | \$70,000.00 |
| 21   | \$64,303.00 | \$64,803.00 | \$70,000.00 | \$70,500.00 |
| 21.5 | \$64,703.00 | \$65,203.00 | \$70,500.00 | \$71,000.00 |
| 22   | \$65,103.00 | \$65,603.00 | \$71,000.00 | \$71,500.00 |
| 22.5 | \$65,503.00 | \$66,003.00 | \$71,500.00 | \$72,000.00 |
| 23   | \$65,903.00 | \$66,403.00 | \$72,000.00 | \$72,500.00 |
| 23.5 | \$66,303.00 | \$66,803.00 | \$72,500.00 | \$73,000.00 |
| 24   | \$66,703.00 | \$67,203.00 | \$73,000.00 | \$73,500.00 |
| 24.5 | \$67,103.00 | \$67,603.00 | \$73,500.00 | \$74,000.00 |
| 25   | \$67,503.00 | \$68,003.00 | \$74,000.00 | \$74,500.00 |
| 25.5 | \$67,903.00 | \$68,403.00 | \$74,500.00 | \$75,000.00 |
| 26   | \$68,303.00 | \$68,803.00 | \$75,000.00 | \$75,500.00 |
| 26.5 | \$68,703.00 | \$69,203.00 | \$75,500.00 | \$76,000.00 |
| 27   | \$69,103.00 | \$69,603.00 | \$76,000.00 | \$76,500.00 |
| 27.5 | \$69,503.00 | \$70,003.00 | \$76,500.00 | \$77,000.00 |
| 28   | \$69,903.00 | \$70,403.00 | \$77,000.00 | \$77,500.00 |
| 28.5 | \$70,303.00 | \$70,803.00 | \$77,500.00 | \$78,000.00 |
| 29   | \$70,703.00 | \$71,203.00 | \$78,000.00 | \$78,500.00 |
| 29.5 | \$71,103.00 | \$71,603.00 | \$78,500.00 | \$79,000.00 |
| 30   | \$71,503.00 | \$72,003.00 | \$79,000.00 | \$79,500.00 |