

MASTER CONTRACT
BETWEEN
THE
BOARD OF SCHOOL TRUSTEES
OF THE
SHELBY EASTERN SCHOOLS
AND THE
SHELBY EASTERN CLASSROOM TEACHERS ASSOCIATION

November 11, 2025 – June 30, 2026

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**MASTER CONTRACT
BETWEEN THE BOARD OF SCHOOL TRUSTEES
OF THE SHELBY EASTERN SCHOOLS AND THE
SHELBY EASTERN CLASSROOM TEACHERS ASSOCIATION**

This master contract is entered into this November 11, 2025, by and between the Board of School Trustees of the Shelby Eastern Schools, hereinafter called the "Board," and the Shelby Eastern Classroom Teachers Association which is an affiliate of Indiana State Teachers Association and the National Education Association, hereinafter called the "Association."

**ARTICLE I
RECOGNITION**

The Shelby Eastern Classroom Teachers Association here and after called the Association is hereby recognized by Shelby Eastern Schools here and after called the Board as the bargaining agent for all certified employees as defined in Public Law 217 in Shelby Eastern Schools, except for the superintendent, principals, assistant principals, Special Education Director, attendance officer, directors of student services, athletic directors, assistant athletic directors, and technology coordinators, hereinafter called the bargaining unit pursuant to Indiana Law providing for bargaining collectively.

**ARTICLE II
DURATION of AGREEMENT**

This master contract is entered into this November 11, 2025, by and between the Board of School Trustees of the Shelby Eastern Schools and the Shelby Eastern Classroom Teachers Association will be effective through June 30, 2026.

**ARTICLE III
DEFINITIONS**

As used in this Collective Bargaining Agreement:

"Board" means the Board of School Trustees of the Shelby Eastern Schools and any person(s) authorized to act for said body in dealing with its employees.

"School Corporation" means the Shelby Eastern Schools of the County of Shelby of the State of Indiana.

"Association" means the school employee organization which has been certified or recognized as the exclusive representation of said certified school employees, or the person or persons duly authorized to act on behalf of such representative.

"Certified School Employee" and "Teacher(s)" mean the certified personnel employed by the Board in the bargaining unit as defined in Article I of this Collective Bargaining Agreement.

"Part-time Teachers" mean teachers who teach less than a full day will be considered part-time employees. Part-time teachers will receive salary and fringe benefits based on the percentage of the day that they teach.

ARTICLE IV GRIEVANCE PROCEDURE

This Grievance Procedure stipulates the conditions under and the procedures by which grievances alleged by certain certified school employees shall be processed. If any such grievance arises, it shall be submitted to the following grievance procedures.

1. "Grievance" means, and shall be limited to, an alleged violation of an expressed article or section of this written Master Contract in its application or interpretation, except where such article or section is exempt from this Procedure.
2. "Grievant" means the certified school employee or group of certified school employees directly affected by the alleged violation making the claim.
3. "Days" means assigned school working days or week days outside the term of a regular teacher's contract.

a. Informal Grievance

Within ten (10) days after the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance to his Principal. Within three (3) days after presentation of the grievance, his Principal shall give his answer orally to the grievant.

b. Formal Grievance

1. Within five (5) days of the oral answer, if the grievance is not resolved at the Informal Level, it must be filed by the grievant with his Principal in writing, signed by the grievant. The written grievance shall name the certified school employee involved, shall state the facts giving rise to the grievance, shall identify by specific reference all articles or sections of this written Master Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said articles or sections, and shall indicate the specific relief requested. Within five (5) days after receiving the written grievance, the Principal shall communicate his answer in writing to the grievant.
2. In the event that the grievance is not resolved at step one, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision provided said written appeal is filed with the Superintendent within five (5) days of receipt of the written answer from the Principal. The appeal shall include a copy of all materials and evidence previously submitted to his Principal.

Within ten (10) days after receiving the written grievance, the Superintendent shall meet with the parties and render a written decision to the parties within five (5) days thereafter as to the resolution of the grievance.

3. In the event that the grievance is not resolved at step two, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision provided said written appeal is filed with the Board within five (5) days of receipt of the written answer from the Superintendent. The appeal shall include a copy of all materials and evidence previously submitted to the Superintendent.

Within thirty (30) days after receiving the written grievance, the Board shall meet and render a written decision to the parties within five (5) days thereafter as to the resolution of the grievance.

4. In the event that the grievance is not resolved at step three, or if no written decision has been rendered within the time limit provided, the grievance may be submitted to arbitration provided that either party gives written notice to the other of such intent within ten (10) days of the Board's decision.

The decision of the arbitrator is advisory only and the final decision remains with the Board.

c. Miscellaneous

1. No certified school employee shall use this Procedure to appeal any decision by the Board or administration which is applicable to the provisions of I.C. 20-28-7 et. Seq., or to a State or Federal Regulatory Agency.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separate from the personnel files of the grievant.
3. Each of the parties shall bear the expense of preparing and presenting its own case in arbitration. The costs and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear the expenses of its respective witnesses and/or attorneys and other costs of arbitration.
4. Certified school employees shall follow all written and oral directives, even if such directives are allegedly in conflict with this written Master Contract. Compliance with such directives will not prejudice the certified school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
5. The grievant may be represented by any person(s) of his/her own choosing at all levels of the Procedure, limited however to a total of three (3) representatives.
6. If, in the judgment of the Association, a grievance affects a group or class of certified school employees, the Association may submit such grievance, in writing, signed by the Association representative or the grievant. This process will commence at step two directly, and the processing of such grievance shall be commenced at said level within seven (7) days of the time the Association or the grievant first knew or should have known of the act or condition upon which it is based.

ARTICLE V
PROFESSIONAL, PERSONAL, AND SICK LEAVES

A. Compensatory Leave

For 2025-2026, each full-time teacher employed under a regular or temporary contract shall be entitled to a total of thirteen (13) compensatory leave days which may be used for personal reasons (including sick) without loss of compensation. These may be taken in whole or half day increments. A teacher wanting to take more than four (4) consecutive days must complete a request form for the superintendent's approval. Unused days shall be carried over to a maximum of one hundred thirty-five (135) days. If a teacher exhausts his/her annual entitlement of leave, the teacher then may use their accumulated sick leave days without loss of compensation. When the total of accumulated sick leave days exceeds the maximum of 135, these will be designated as annual buyback days and will be compensated at the current daily rate of a certified substitute. Any such compensation shall be paid into the individual's 401(a) plan by July 15th each school year.

At the start of each school year, a teacher will have their accumulated sick leave up to the maximum plus his/her annual entitlement of thirteen (13) compensatory leave days. Compensatory leave days used to extend Fall Break, Thanksgiving Break, Christmas Break, or Spring Break will be charged at the rate of two (2) days per one (1) day used in the extension of the break unless authorized by the superintendent. Medical documentation may be requested. In effect for days submitted after November 11, 2025.

A teacher employed under a Regular or Temporary Teachers Contract for only a portion of the school year shall be afforded a proportionate number of compensatory days and unused days will be accumulated as specified herein.

Transfer of unused sick leave at the rate of three (3) days per year from the last previous Indiana school corporation by which the teacher was employed shall begin with the second year the teacher is employed by the Board.

B. Sick Leave Bank

A sick leave bank has been established to provide members income protection. If a teacher's illness or injury exhausts their accumulated sick leave days, they would be eligible to use the sick leave bank before other income protection insurance begins. The bank will be administered by the superintendent or designee. A three (3) member sick leave bank committee shall be established to receive written requests and allot days from the bank per guidelines established herein. The committee shall be composed of two (2) persons appointed by the Association and one (1) person appointed by the Superintendent.

The sick leave bank will be for teachers and will operate under the following conditions:

- Any teacher in the school corporation shall have fifteen (15) days from the date of initial duty assignment, or until September 1st of that school year, whichever is later, during which time such Teacher may choose to participate in the bank by contributing two (2) sick leave days or opt out of the sick leave bank
- Returning SES teachers may also join the Sick Leave Bank. The returning teacher must notify the superintendent/corporation treasurer by September 1st requesting to participate in the Sick Leave Bank and contribute two (2) sick days.
- The Teacher must have utilized and exhausted all paid leave benefits of whatever nature, including said Teacher's own accumulated sick leave and personal leave.
- Sick Leave Bank days will not be granted for periods of time when the employee is covered by Worker's Compensation or has become eligible for long term disability coverage.
- Written certification will be provided from said Teacher's physician substantiating the illness and certifying that the absence will continue during a period of at least ten (10) consecutive days following the utilization and exhaustion of all said paid leave benefits as provided herein;
- Written application must be made no later than twelve (12) days after exhaustion of said paid leave benefits.
- The Teacher must have been absent for at least four (4) consecutive duty days after exhaustion of said paid leave benefits; which may be reimbursed by the sick leave bank.
- Upon resumption of employment after using days from the bank, said Teacher shall repay the number of days owed to the bank, minus the initial contribution of two (2) days, at the rate of three (3) sick leave days per year, plus said Teacher shall continue to contribute three (3) sick leave days per year until all days have been repaid.
- If a Teacher leaves employment of the school corporation, any days owed to the bank shall be repaid at the daily substitute teacher rate.
- If the sick bank is exhausted, teachers may be asked to donate to the bank again for the sick bank to continue.
- A participating teacher may borrow up to twenty (20) days per year, but not more than sixty (60) days during the teacher's employment.
- Retiring teachers or those leaving SES may donate up to twenty (20) unused days to the sick leave bank. The teacher will notify the superintendent and association president via email or letter of his/her intention to donate these days.
- Catastrophic Event: Teachers may request to use the Sick Leave Bank if there is a catastrophic event within the teacher's immediate family. The teacher will follow the same conditions/steps previously listed in Section B.

C. Bereavement Leave

In case of death(s) within the immediate family, each full-time teacher shall be granted bereavement leave, without loss of compensation, of up to six (6) school days for the purpose of attending the funeral, making necessary arrangements for the funeral, grief, or settling the estate.

The bereavement leave shall be within two weeks of the death. Immediate family shall be interpreted as father, mother, spouse, children, daughter-in-law, son-in-law, brother, sister, father-in-law, mother-in-law, grandparent, and grandchild. Any other person who at the time of death was living as a member of the teacher's household will be considered as a member of the immediate family. Should the teacher not use a total of six (6) school days at the time of bereavement, up to two (2) of these days shall be available during the school year.

In the case of the death of a family member not listed herein, the full-time teacher shall be granted bereavement leave of up to four (4) school days for the death of a brother-in-law, sister-in-law, or grandparent-in-law; up to three (3) days for the death of uncle, aunt, niece or nephew; and one day for the death of a cousin under the same conditions as listed herein.

D. Jury Duty / Court Leave

1. Teachers called for jury duty shall, during the required period of absence from assigned duty by the Board, be paid their regular salary. Compensation received for jury duty will be transferred to Shelby Eastern Schools.
2. Leave shall be granted to a teacher for the time necessary, in response to a subpoena, to testify in court proceedings only for those matters concerning and relating to their professional duties as a teacher of the Shelby Eastern Schools in regards to a student matter.

E. Active Reserve Leave

Teachers called for active reserve duty shall be paid regular salary for a maximum of fifteen (15) calendar days per IC 10-16-7-5.

F. Maternity Leave

Upon application, and approval by the school employer, a temporary disability leave of absence shall be granted to pregnant teachers of this school corporation on the following basis:

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the same provisions governing sickness and by the following:

1. Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one year following the birth of the child, if, except in a medical emergency, she notifies the superintendent at least thirty (30) days before the date on which she desires to start her leave. She shall also notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.
2. All or any portion of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave if her physician states, in writing, that the disability is due to her pregnancy. After her available sick leave has been used, the teacher may be absent without pay, subject to sub-section (1) of the Section. This leave may be taken without jeopardy to re-employment, retirement and salary benefits, rights.
3. It is recommended by the Board and the Association that a teacher should return from this leave at the beginning of a school year.

G. Adoption Leave

Upon application and approval, a teacher who adopts a child shall be entitled to a leave of absence. The leave shall begin at such time as the child is placed in the custody of the teacher and shall extend either until the beginning of the next school year or the beginning of the second school year following the start of the leave. The teacher shall give notice to the Superintendent's office in writing at such time as the teacher makes an application to an agency for adoption and shall give notice in writing to the Superintendent's office immediately on notice to the teacher from the agency of the fact that the application for adoption is to be filled. By April 15, the teacher taking adoption leave shall notify the Superintendent in writing whether or not the teacher intends to return at the beginning of the next school year.

H. Professional Leave

Professional leave days may be taken with approval of administration. Professional leave days shall be granted without loss of compensation for the purpose of attending professional meetings relating to educational workshops, seminars or conferences.

Reimbursement of pre-approved expenses will be made upon completion of professional leave with documented claims and invoices after approval of such by the Board at the next regular board meeting. The teacher may be responsible for registration costs if he/she does not attend or find another teacher to take his/her place.

I. Unpaid Leave of Absence

The Board may grant an unpaid leave. These leaves may include but are not limited to educational study. Such leave will not extend beyond one (1) year. A written request will be submitted to the Board at least sixty (60) calendar days prior to that leave. All Board contributions toward fringe benefits shall cease during such leave. A teacher returning from such leave shall notify the Superintendent in writing of his intentions to return to teaching by April 15. Lack of notification shall indicate the teacher's resignation from his teaching position.

J. Association Leave

When the President or his/her designee engages in Association activities within the Shelby Eastern Schools directly relating to the Association's duties as representative of the teachers which cannot be performed other than during normal school hours, or which are the result of an emergency situation, the Association's representative shall be given such time without loss of pay. A maximum of four (4) days release time shall be given without loss of pay. The president shall notify the superintendent prior to taking the time off, providing notice as early as possible.

K. General Provisions Covering Leaves

1. Any teacher returning from a leave of absence should be given a comparable position with the same pay when they return.
2. Teachers returning from leaves of absence shall retain their years of teaching service prior to the leave.
3. All leaves may be extended up to one week at the discretion of the Superintendent. Longer extensions must have Board approval.

ARTICLE VI PROFESSIONAL COMPENSATION

A. Salary Range

The basic salaries of teachers covered by this contract are a continuation of their previous year's salary with an additional amount as determined by the compensation model. The Salary Range for 2024 – 2025 was \$44,000 to \$74,500, not including the year's bargained increases or ISTRF contributions for the current contract period.

B. Extra Duty Pay

1. The basic extra duty stipends of teachers covered by this Contract will be set forth in Appendix B.
2. If questions arise as to the continuation of an extra-curricular activity, the Superintendent, Principal, and the teacher shall discuss the activity before making a final decision on the continuation of the extra-curricular activity. If the determination is made to discontinue an activity prior to the season beginning, the position will not be filled. If such determination is made after the season begins, the teacher will be compensated for the time served at an amount proportionate to the length of the season/activity. The pay of the teacher will be adjusted to reflect this change regardless of the original written contract.

C. Indiana State Teachers Retirement Fund

The Board shall pay the teacher contribution to the Indiana State Teacher's Retirement Fund.

D. Experience Credit

Newly hired licensed teachers shall receive credit for all years of previous licensed teaching experience in public schools for the initial placement on the salary table.

E. Base Salary Increases

1. Base Salary Increases

The compensation model bargained between the Shelby Eastern School Corporation and the Shelby Eastern Classroom Teachers Association Inc. is set forth below. Under IC 20-28-9-1.5, a compensation model must use a combination of at least two of the following factors: Possession of content area degrees and content area credit hours beyond the requirements for employment and years of experience (which cannot account for more than 50% of a teacher's salary increase); teacher evaluation; instructional leadership roles; and meeting academic needs of students. This model maintains a salary schedule using teacher evaluation and possession of a new content area degree or content area credit hours beyond the requirements for employment as criteria for movement. For purposes of this compensation model, "content area" degrees and credit hours are defined as any content area (as defined by the IDOE) in which the teacher currently teaches or any other content area approved by the Superintendent. Under this model, a teacher's content area degree possession or content area degree and content area credit hours possession does not

account for more than 50% of the calculation used to determine the teacher's increase or increment.

Under Indiana Code 20-28-9-1.5, a teacher rated "Ineffective or "Improvement Necessary" may not receive any raise or increment for the following year unless eligible for the increase in accordance with Indiana Code 20-28-9-1.5(d). In other words, should a teacher's evaluation rating fall into one of the bottom two performance categories, the teacher's salary will remain the same as the previous year, or for all practical purposes the salary amount is frozen.

Salary Schedule

The salary schedule was designed with a flat dollar increases between rows (\$1,000) and equal flat dollar increases between columns (\$1,500). This section is intended to describe the initial placement of Teachers in the new hired salary schedule in Appendix A. In accordance with Indiana Code 20-28-9-1.5, teachers rated as "Ineffective" or "Improvement Necessary" during the previous school year are not permitted to receive a salary increase and will therefore not be permitted to be transitioned to the new salary schedule in Appendix A.

A newly hired teacher will move to the salary schedule based on the salary at which he/she was hired. If the newly hired teacher's salary is below the new teacher minimum he/she will be moved to the new minimum salary. Any base salary increase received by a teacher to the new hired salary schedule is based upon the following factors: (1) The teacher's evaluation rating from the previous school year must not have been in the bottom two performance categories; and (2) possessing an additional content area degree or content area credit hours beyond what is required for employment for those teachers who are transitioning into the Masters education column. The evaluation factor constitutes 75% of the teacher's transition increase and the education factor constitutes 25% of the teacher's transition increase.

Movement on the Salary Schedule

Movement on the salary schedule can occur for two (2) reasons. There is no diagonal movement. Movement can only occur to the right or down. Once a teacher reaches a column, the teacher will remain in that column until the teacher meets the requirements listed to move to another column to the right. For purposes of this compensation model, eligible "content area" degrees and credit hours are defined as any content area (as defined by the IDOE) in which the teacher currently teaches or any other content area approved by the Superintendent.

*Teachers must have been employed by SES as of December 1st to be eligible for a salary increase.

Notification of Lane Change

A teacher must notify in writing and verify to the Superintendent that he/she has earned a content area master's degree beyond the requirements for employment that qualify the teacher for a column change on the salary schedule prior to the start of school as defined by the first teacher contract day. The teacher's content

area degree or content area hours attainment constitutes \$500.00 of the teacher's increase, and the teacher's evaluation rating constitutes \$1,000 of the teacher's increase shown in the new hired salary schedule. The education factor does not account for more than 50% of the teacher's increase or increment.

2. Placement of New Teachers on the Salary Schedule

For initial placement purposes only, each row will equate to years of teaching experience. Except for hard to fill positions (which is addressed below in this paragraph), new teachers who are hired with no previous experience during the term of this contract will be placed on the salary schedule in row A and in their appropriate degree column. With respect to hard to fill positions, the Superintendent will have the discretion to place the teacher up to two (2) steps higher or lower on the salary schedule than where the teacher would ordinarily be placed on the salary schedule.

A teacher previously employed by the Shelby Eastern School Corporation will be rehired at his/her previous SES salary unless the employee has been severed from SES employment for at least a twelve (12) month period.

3. Redistribution of Forfeited Salary Increases during Term of Contract.

Any salary increases that are required to be forfeited by a teacher during the term of this agreement due to the teacher being evaluated as needs improvement or ineffective will be redistributed equally to the highly effective and effective teachers in the form of a one-time stipend by the end of the school year.

4. Salary Range

The salary range after salary increases during the 2025-2026 school year is \$45,000 to \$75,500.

A. 2025-2026 Salary Changes

For 2025-2026 school year each row of the new hire salary table will be increased by \$1,000. (See Appendix A) Newly hired teachers for this year will have their salary adjusted to the new row amount.

Returning teachers with a HE or E evaluation rating will receive the \$1,000 base increase.

Teachers with an Early Literacy Endorsement on their teacher's license will receive a \$200 base increase

F. Payments

Basic salaries of teachers shall be paid in twenty-six (26) installments. Teachers who are in the first year of employment with the school district will be paid in 27 installments with the first pay being two weeks prior to the pay date of other teachers. They will also receive a \$500 sign on stipend on the first August pay. A regular pay schedule for the contracted year will be established that will consist of

nine (9) pays between the start of school and December 31. The pay schedule is in Appendix C.

As per Article V, Part A, when the total of accumulated sick leave days exceed the maximum of one hundred thirty-five (135) days these shall be compensated at the current daily rate of a certified substitute.

Any teacher not returning the following school year will receive his/her pay in full on or before June 30th at the end of the present school year.

Summer school teachers will be paid according to the established school year pay schedule. Homebound teachers will be paid an hourly rate of \$30.00 plus mileage, and the after-school detention rate for teachers will be \$20.00 per hour.

SES Dual Credit Teachers will receive \$350 for each course taught during the school year.

For Informational Purposes Only:

- SES Ag Teacher contracts will be extended to 220 days. The extended days will be used to compensate for instruction throughout the year, as well as, include the extended SAE summer responsibilities.
- SES Digital Integration Specialist will be 195 days. The extended days will be used for inventory, planning, training, etc. outside the school calendar year.

G. Criminal History Background Check

For all current employees, the cost to conduct an expanded criminal history background check (which will occur once every five years) will be paid for by the Board.

H. Mileage Allowance

Mileage allowance shall be paid to teachers who commute between campuses as part of their daily assigned employment. This payment will be made at the current rate allowed by the Internal Revenue Service for tax deductions.

ARTICLE VII FRINGE BENEFITS

A. Health Insurance

The Board will pay a group health insurance premium annually towards the cost of hospital, surgical, and medical care type insurance for each full-time teacher employed under a regular or temporary contract and enrolled in the school corporation's group insurance. The Board's contribution will be up to \$ 7,875 for any single plan and up to \$14,750 for any employee + child(ren), employee + spouse, or any family plan.

Using the above stated Board contribution as a base, any increases in the premium between December 1, 2025 and June 30, 2026 above the Board's annual contribution shall be shared equally between the Board and teacher.

All payments to the insurance company/trust will be made by Shelby Eastern Schools. The teacher's portion for a family plan will be deducted in twenty-six (26) equal installments starting with the first paycheck of the school year. Teachers must select either a single, employee and spouse, employee and child(ren), or family plan during the enrollment period; changes may only be made with the occurrence of a HIPAA qualifying event.

Any teacher hired for a fraction of the regular school day is entitled to health insurance. Teachers teaching 50% or less ($\leq 3/7$ or $4/8$) of the day shall receive 50% of the regular full time teachers' benefit. Teachers teaching 51% or more ($\geq 4/7$ or $5/8$) of the day shall receive full benefits.

Current employees choosing to change to a fractional position shall do so with the understanding that his/her health benefits will be adjusted in the same manner as listed in the previous statement.

B. Dental Insurance

Dental Insurance is available through the South-Central Indiana School Trust. The teacher will be required to cover the full cost of the policy.

C. Vision Insurance

Vision Insurance is available through South-Central Indiana School Trust. Teachers opting to enroll in the vision insurance will pay the full cost of this.

D. Cancer and Accident Insurance

Cancer and accident insurance programs are available through the payroll deduction plan from plans approved by the Board.

E. Tax Sheltered Annuity

Teachers may have a portion of their salary paid to a Board approved agency toward purchase of an annuity. Such arrangement must be made before September 15 and/or January 15 of the year for which a deduction is to be made for all returning

teachers. Contracts for new teachers may be changed to provide for such payments if a request is received by the Superintendent before the teacher's first paycheck or the January 15th deadline.

F. Term Life Insurance

The Board will provide to each participating teacher a term life and accidental death and dismemberment policy of sixty thousand dollars (\$60,000) with the teacher paying not less than one dollar (\$1.00) per year which is deducted from the first pay in October.

G. I.R.S. Section 125

The benefits provided to teachers and retired teachers participating in the Board's SSBP by Section 125 of the Internal Revenue Act of 1978 shall be made available to any teachers and retired teachers participating in the Board's SSBP so requesting and upon approval by the Internal Revenue Service. An amount not to exceed fifty percent (50%) of salary may be set aside by the teacher for the selection of benefits under Section 125 of the Internal Revenue Code, which are non-taxable benefits of Medical Insurance, Dental Insurance, Cancer Insurance, Life Insurance, Non-Reimbursed Medical Expenses, Dependent Care and taxable benefits of cash. The Board shall pay the fees for the Trust Account. Deductions for the reimbursement accounts shall be deducted from the participant's checks. American Fidelity shall indemnify Shelby Eastern Schools against any loss in the Non-Reimbursed Medical Expense accounts up to \$2,400.00.

H. Long Term Disability Insurance

The amount specified below, but not to exceed the actual cost of the premium, will be paid by the Board toward the cost of long-term disability insurance for each full-time teacher employed under regular contract and enrolled in the Shelby Eastern Schools' long-term disability insurance plan. The portion of the premium not covered by the board contribution listed below, but no less than one dollar (\$1.00) will be paid for by the teacher in twenty-four (24) equal payments. The Plan shall be at an amount equal to $66 \frac{2}{3}$ of salary and have an elimination period of sixty (60) days.

Board contribution per teacher: Up to \$275.00 per year.

I. Short Term Disability Insurance.

Short-term disability insurance programs are available through payroll deductions. The plans available through payroll deductions are limited to those currently in effect. Additional plan(s) will be added upon written authorization from a minimum of twenty percent (20%) of the total of the teachers requesting a specific short-term disability plan. The participation in any short-term disability plan is at the total expense of the participating teacher.

J. Carriers

Any change of carriers in D through H above will be made by mutual agreement of both parties.

K. Information Availability

Both parties shall have access to any or all compensatory data.

ARTICLE VIII RETIREMENT BENEFITS

A. Retirement Severance Benefit

An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below. The entitlement to these benefits expires with the agreement, as a matter of law.

1. Group Health Insurance

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

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

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

2. Term Life Insurance

The Board shall continue to insure the participating teacher through the Board's life insurance plan during the period of time between the teacher's retirement and the age eligible for full Medicare benefits. Such insurance shall be at the Board's expense, with the teacher paying one dollar (\$1.00) per year. In the case of the death of the retiree, the named beneficiary shall receive the benefits provided by the life insurance policy.

B. 403 (b) Annuity Plan

1. Each teacher may elect to make a salary reduction election and make tax deferred contributions, to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum limits allowed by the Code. The Board shall forward salary reduction money to the appropriate vendor each month.
2. The school corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to 403(b) Plan.

C. Buy Out of Retirement Benefits for employees hired before March 1, 1999.

1. Those teachers who retired before the February 28, 1999 shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement.

2. Entitlement to Retirement Benefits and Vesting Requirements

Upon retirement from the Corporation, a teacher shall be fully vested in the retirement benefits described in this Section if the retiring teacher has satisfied the following requirements:

- a. In the year (September 1 through August 31) of the teacher's retirement, the retiring teacher must satisfy the following:
 - (i) The retiring teacher has reached the age of fifty-five (55); and
 - (ii) Have at least twenty (20) years of teaching experience for which credit has been given by the Board.
 - (iii) Have at least ten (10) years of teaching experience with the Board for which credit has been given.
 - (iv) The retiring teacher must have applied to the Superintendent in writing no later than June 1 of the year when retirement is to begin. This notification may be waived by the Superintendent because of unusual circumstances, not subject to the Grievance Procedure.

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

The value of the unfunded severance benefits and retirement bridge benefits have been determined and agreed to between Shelby Eastern Schools and the Shelby Eastern Classroom Teachers Association (SECTA) on the 28th day of February, 1999. These amounts have been assigned to individual accounts with MetLife and individuals were notified of the initial amounts of their accounts.

- a. Amounts were calculated with the assumption that an employee terminates employment at the end of the school year in which the employee attains age fifty-eight (58), or at the end of the current year if the individual is already age fifty-eight (58) or older. If an employee continues employment after the attainment of age fifty-eight (58), the employee does continue to receive all

ongoing board contributions to the 401 (a) and VEBA, and the employee does continue to share in any future forfeitures.

- b. The Termination Assumption shall be the values agreed to on the Buy Out Summary sheet.
- c. The amount of the retirement bridge was determined using the amount of annual benefit described in subsection B. of Article VII of the prior agreement. However, it was assumed that individuals would not retire until the later of:
 - (i) the attainment of age fifty-eight (58), and
 - (ii) satisfaction of the eligibility requirements of this Section subsections 2a, i, ii, iii, iv, of this Section C.
- d. Employees, hired after the 28th day of February, 1999, shall not be entitled to any payment for the eliminated retirement bridge or severance benefits. In other words, no contribution shall be made for individuals, whose first contractual day is after the 28th day of February, 1999.
- e. 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 school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.
- f. A mortality discount using the uninsured pensioners 1994 table was applied.

4. Buy Out Contributions

a. VEBA.

The school corporation contributed to a voluntary employees' beneficiary association ("VEBA") "Retirement Pay", and "Severance Benefit" was calculated for all employees under subsection 3 above. MidAmerica shall be the organization administering the VEBA and shall be the single investment vendor for the VEBA. The terms and conditions for the administration and operations of the VEBA shall be as follows:

- (i) The amount calculated for each employee was invested in a separate account. There will be no commingling of accounts and each employee determines how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- (ii) Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Section, the employee shall have no access to the assets held in his or her separate VEBA account.
- (iii) If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Section, the terminated employee's VEBA account shall be forfeited. Teachers whose positions

are eliminated by reduction in force shall not forfeit their individual VEBA account assets until their rights to recall have expired. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

- (1) Employees who forfeited their VEBA accounts in the same year;
- (2) Employees who previously forfeited their VEBA accounts; and
- (3) Employees who have attained the age of fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty-eight (58), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

- (iv) Following retirement and the satisfaction of the requirements set forth in subsection 2 a, i, ii, iii, and iv, of this Section C, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for un-reimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of subsection 2: a, i, ii, and iii, of this Section C, 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 dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.

b. 401 (a) Plan

The school corporation established a qualified retirement plan. Sixty percent (60%) of the amount calculated was calculated for all employees under subsection 3 and contributed by the school corporation to the 401 (a) plan. The single investment vendor for the 401 (a) plan shall be Equitable. The 401 (a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

- (i) The amount calculated for each employee was invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401 (a) Plan.
- (ii) Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Section, the employee shall have no access to the assets held in his or her separate 401 (a) plan account.

(iii) If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Section, the terminated employee's 401 (a) plan account shall be forfeited. Teachers whose positions are eliminated by reduction in force shall not forfeit their individual VEBA account assets until their rights to recall have expired. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401 (a) plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401 (a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401 (a) plan account:

- (1) Employees who forfeited their 401 (a) plan accounts in the same year;
- (2) Employees who previously forfeited their 401 (a) plan accounts; and
- (3) Employees who have attained age of fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, 401 (a) plan accounts of employees who have attained the age of fifty-eight (58), but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

- (iv) Following retirement and the satisfaction of the requirements set forth in subsection 2 a, i, ii, iii, and iv of this Section C, a retired employee may elect to commence distributions from his/her 401 (a) plan account. Following the death of an employee who had otherwise satisfied the requirements of subsection 2 a, i, ii and iii of this Section C, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his/her 401 (a) plan account.
- (v) The school corporation shall not be paid any compensation for its services performed on behalf of the 401 (a) plan. All costs incurred in the administration of the 401 (a) plan and investment fees shall be paid from the 401 (a) plan assets.

5. Future Adjustments

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

D. Retirement Savings 401 (a) Annuity Plan and VEBA Plan

The Board agrees to contribute a total up to one and three quarter percent (1.75%) of each bargaining unit member's base salary into each individual's separate 401(a) account and VEBA provided the teacher contributes up to one and three quarter percent (1.75%) of their base salary into a tax qualified plan. The teacher may choose to contribute any amount up to the one and three quarter percent (1.75%) in order to receive a matching contribution from the Board. The Board shall make equal monthly contribution deposits into each employee's account beginning September 1 of each year and completing on or before August 31 of each succeeding year.

1. The school corporation shall establish a qualified retirement plan as described in section 401 (a) of the Code and contribute seventy percent (70%) of the above stated one and three quarter percent (1.75%) into the individual teacher's 401a.

The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501 (c) (9) of the Code the remaining thirty percent (30%) of the one and three quarter (1.75%) contribution.

2. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401 (a) Plan and the separate VEBA Plan.
 - a. The single investment vendor for the 401 (a) plan shall be Equitable.
 - b. The single investment vendor for the VEBA plan shall be MidAmerica.
3. Each bargaining unit member is considered vested in these individual 401(a) and VEBA accounts upon completion of fifth contract with the corporation.

**ARTICLE IX
EFFECT OF AGREEMENT**

A. Supremacy Clause

This Agreement supersedes and cancels all previous Agreements, whether verbal or written, between the parties, as well as any alleged past practice of the Board, and this Agreement constitutes the entire Agreement between the parties. This Agreement also supersedes any rules, regulations, policies, or practices of the Board that are contradictory or inconsistent with the terms of this Agreement.

B. Severability Clause

If any provision of this Contract or any application of this Contract to any teacher or group of teachers is held to be contrary to law by a court of competent jurisdiction or the Indiana Education Employment Relations Board, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Exclusive Rights

The rights and privileges of the Association, acting as the representative of teachers, as set forth in this Contract, shall be granted only to the Association for the term of this Contract.

**ARTICLE X
TERM OF THE CONTRACT**

This Collective Bargaining Agreement, effective as of November 11, 2025, and shall continue through June 30, 2026, is made and entered into at Shelbyville, Indiana, on this 11th day of November, 2026, by and between the Board of School Trustees of the Shelby Eastern Schools, County of Shelby State of Indiana, party of the first part, heretofore referred to as the "Board" and the Shelby Eastern Classroom Teachers Association, party of the second part, heretofore referred to as the "Association".

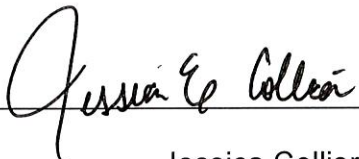
This contract was ratified by the Shelby Eastern Teachers' Association on October 28, 2025. The School Board of Trustees held their open public hearing of the tentative agreement on November 5, 2025 and ratified the contract at a special advertised public board meeting on November 11, 2025 as attested to by the parties who signatures appear below:

BOARD OF SCHOOL TRUSTEES
OF
THE SHELBY EASTERN SCHOOLS

SHELBY EASTERN CLASSROOM
TEACHERS ASSOCIATION



Ben Kuhn
President of Board of Trustees



Jessica Collier
President of SECTA & Chief Negotiator



Dr. Todd Hitchcock
Chief Negotiator for the Board



Elizabeth Peterson
VP of SECTA & Bargaining Team Member

Appendix A

2025 - 2026 SES New Hire Salary Schedule

	BS	BS with LE	MS	MS with LE
A	\$45,000	\$45,200	\$46,500	\$46,700
B	\$46,000	\$46,200	\$47,500	\$47,700
C	\$47,000	\$47,200	\$48,500	\$48,700
D	\$48,000	\$48,200	\$49,500	\$49,700
E	\$49,000	\$49,200	\$50,500	\$50,700
F	\$50,000	\$50,200	\$51,500	\$51,700
G	\$51,000	\$51,200	\$52,500	\$52,700
H	\$52,000	\$52,200	\$53,500	\$53,700
I	\$53,000	\$53,200	\$54,500	\$54,700
J	\$54,000	\$54,200	\$55,500	\$55,700
K	\$55,000	\$55,200	\$56,500	\$56,700
L	\$56,000	\$56,200	\$57,500	\$57,700
M	\$57,000	\$57,200	\$58,500	\$58,700
N	\$58,000	\$58,200	\$59,500	\$59,700
O	\$59,000	\$59,200	\$60,500	\$60,700
P	\$60,000	\$60,200	\$61,500	\$61,700
Q	\$61,000	\$61,200	\$62,500	\$62,700
R	\$62,000	\$62,200	\$63,500	\$63,700
S	\$63,000	\$63,200	\$64,500	\$64,700
T	\$64,000	\$64,200	\$65,500	\$65,700
U	\$65,000	\$65,200	\$66,500	\$66,700
V	\$66,000	\$66,200	\$67,500	\$67,700
W	\$67,000	\$67,200	\$68,500	\$68,700
X	\$68,000	\$68,200	\$69,500	\$69,700
Y	\$69,000	\$69,200	\$70,500	\$70,700
Z	\$70,000	\$70,200	\$71,500	\$71,700

**APPENDIX B
SHELBY EASTERN SCHOOLS
EXTRA-CURRICULAR PAY SCHEDULE**

Teachers, if assigned to the extra duty positions as determined by the Board and further provided herein, shall be paid in addition to their basic salaries the amount stipulated herein for services as designated by the Board. The stipend provided includes pay for services rendered before school starts, during vacation periods, after school closes, according to the assignment of the Board. Pay for extra-curricular duties will be made after completion of the sports season on the following pays: The first pay in November, the last pay in March, and the first pay in June. Duties that encompass the entire school year will be split equally into these pays. As extra-curricular positions become open, they will be posted within schools and teachers will be given consideration for the position.

Sponsors and Other Activities:	2025-2026
Academic Competition Coach - H.S.	\$1,154
AG – FFA	\$1,000
Band	
High School Band	\$1,500
High School Competition Marching Band	\$1,750
High School Pep Band	\$500
High School Choreographer	\$964
Business Professionals of America	\$500
Digital Learning Coach	\$1,300
Choral	
High School Choral	\$1,500
Elementary Choral	\$500
Class Sponsor	
Junior Class	\$950
Senior Class	\$950
Concessions	\$2,000
Drama Club	
High School	\$1,700
High School Assistant	\$500
Esports	\$800
Foreign Language Club	\$500
Honor Society	\$500
Math Bowl – Elementary	\$500
Mentors – working with new teachers	\$800
Preschool Director	\$3,000
Robotics Club	\$1,037
Spell Bowl – Elementary	\$500
Sunshine Society	\$1,043
Student Council	
High School	\$857
Jr. High	\$500
Elementary	\$500
Yearbook High School	\$1,255

SHELBY EASTERN SCHOOLS EXTRA-CURRICULAR PAY SCHEDULE

If the teacher coaches a varsity and a reserve team of the same sport he/she will be paid for the varsity coaching plus ½ of reserve coach pay.

*All coaching positions will be paid only if there is a team that competes regularly in games the AD has scheduled with other schools during that season. Any sport with an assistant coach listed should have adequate student participation for the assistant position to be filled. Assistant coaches will only be hired once a need is present.

*ECA positions should be evaluated annually.

When positions become open they will be posted within the schools, and teachers expressing an interest will be given consideration for the position(s). This provision is the school's policy, was not bargained, and is included for informational purposes only.

ASSIGNMENT	2025-2026
Baseball/Softball:	
Varsity Coach	\$3,700
Reserve Coach or Asst. Coach	\$2,175
Jr. High Baseball	\$1,218
Basketball:	
Varsity Coach	\$6,600
Assistants	\$5,500
8 th Grade Coach	\$2,100
7 th Grade Coach	\$2,100
6 th Grade Coach	\$1,200
5 th Grade Coach	\$1,200
Cheer	
Varsity/Reserve	\$2,100
Jr. High	\$750
Elementary Cheerleaders	\$750
Cross Country:	
Varsity Coach	\$2,750
Jr. High Coach	\$1,359
Golf:	
Varsity Coach	\$2,550
Gymnastics:	
Varsity Coach	\$2,900
Soccer:	
Varsity Coach	\$2,711
Jr. High Coach	\$1,500
Tennis:	
Varsity Coach	\$2,650
Jr. High Coach	\$1,109
Track:	
Varsity Coach	\$2,900
Reserve Coach or	\$2,178

Jr. High Coach	\$1,324
Volleyball	
Varsity	\$3,750
Reserve/Assistant	\$2,073
8th Grade Coach	\$1,218
7th Grade Coach	\$1,218

APPENDIX C
Shelby Eastern Schools
2025 – 2026 Pay Schedule

	<u>Pay Date</u> <u>2025/2026</u>	<u>Ending</u> <u>Period</u>	<u>Teacher</u> <u>Days</u>	
1	August 29, 2025	23-Aug	14	
2	September 12, 2025	6 - Sep	9	
3	September 26, 2025	20 - Sep	9	
4	October 10, 2025	4 - Oct	11	LIFE/LTD DEDUCTIONS
5	October 24, 2025	18 - Oct	5	
6	November 7, 2025	1 - Nov	10	ECA PAY & A.R.T STIPENDS
7	November 21, 2025	15 - Nov	10	
8	December 5, 2025	29 - Nov	7	PRESCHOOL ENROLLMENT BONUS
9	December 19, 2025	13 - Dec	10	PAY BOARD MEMBERS ASST AD / CONCESSIONS / ELA
10	January 2, 2026	27 - Dec	5	
11	January 16, 2026	10 - Jan	6	
12	January 30, 2026	24 - Jan	9	Take out Medical Insurance Vol. Retirement & Garnishments only. No Other deductions
13	February 13, 2026	7 - Feb	10	
14	February 27, 2026	21 - Feb	9	
15	March 13, 2026	7 - Mar	5	
16	March 27, 2026	21 - Mar	5	ECA PAY & A.R.T STIPENDS
17	April 10, 2026	4 - Apr	10	PRESCHOOL ENROLLMENT BONUS
18	April 24, 2026	18 - Apr	10	

19	May 8, 2026	2 - May	10	
20	May 22, 2026	16 - May	10	
21	June 5, 2026	30 - May	4	ECA PAY/, ASST AD/ CONCESSION/ ELA
22	June 19, 2026	13 - Jun	0	PAY BOARD MEMBERS
23	July 2, 2026	27 - Jun	0	
24	July 17, 2026	11 - Jul		7/31/26 Take out Medical Insurance Vol Retirement & Garnishments only. No other deductions.
25	July 31, 2026	25 - Jul	0	
26	August 14, 2026	8 - Aug		