

2025 CBA COMPLIANCE CHECKLIST

Item	Page No.
School employer and exclusive representative identified	1
Bargaining unit description matches the IEERB Order in effect at time of ratification	3
Beginning and ending date of CBA (must end on or before June 30, 2025)	16
Ratification date (must be on or after September 15 and at least 72 hours after TA meeting)	16-17
Signed by School Board President, Secretary, or Vice President and exclusive representative	18
General definitions (definitions that apply to the whole CBA)	3
Grievance procedure (if arbitration used, must indicate if advisory or binding)	3
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)	N/A
Salary for new teachers (amount, schedule, or method of calculation)	12
Wages/compensation for ancillary duties	13
Wages/compensation for extracurricular duties	25
Compensation for extended contracts	31
Public hearing and public meeting attestations (include electronic participation information)	16-17
Compensation Plan	
If there are no salary increases, CBA includes a statement to that effect	N/A
Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers)	20-21
Full-time classroom teacher (instructs students at least 50% of the workday) salaries are at least \$45,000	19
Salary increases	
If using optional eligibility criteria, the criteria are described and separate from factors	N/A
Based on at least two of the five statutory factors (must use academic needs factor)	20
Definitions of factors (e.g., experience, academic needs, instructional leadership)	20
How much each factor contributes to increase (by points, percentage, amount, etc.)	20
Amount of increase (flat amount, % amount) or method for calculating amount	20
Differentiated base salary increase for literacy endorsement	20
Academic needs is at least 10% of maximum possible salary increase calculation	20
The combination of education and experience (excluding increases to reduce the gap and teacher retention catch-up increases) does not exceed 50% of the maximum available salary increase	N/A
If using a salary increase to reduce the gap, it must: (1) be clearly identified and (2) actually reduce the gap	N/A
If using a teacher retention catch-up salary increase it must: (1) be clearly identified, (2) attributed to a factor, (3) describe the teachers to whom the catch-up increase applies, (4) describe the increase amount or method of calculating, and (5) describe how the increase amount represents a comparison to the starting salary of new teachers	N/A

Reminders:

1. Make sure all salary increases are included and described in the compensation plan.
2. If you include non-bargainable items for informational purposes only (e.g., number of ECA positions, number of extended contract days, etc.), be sure to include a statement to that effect.
3. Ensure all date references in the CBA reflect the current contract period.
4. Ensure that the CBA is uploaded to Indiana Gateway by November 15th to avoid a declaration of impasse.
5. Ensure that the electronic participation information in CBA matches information in Indiana Gateway.

1 IEERB encourages parties to number the pages of their CBA. If there are no page numbers, parties should identify the Article or Section number of the particular item (e.g., Art. I Sec B; Sec IV #2, etc.).

AGREEMENT BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF
THE
SPENCER-OWEN COMMUNITY
SCHOOLS

AND

THE SPENCER-OWEN EDUCATION
ASSOCIATION
2025 - 2026

TABLE OF CONTENTS

Contents

I. RECOGNITION.....	3
II. DEFINITIONS	3
III. PROFESSIONAL GRIEVANCE PROCEDURE	3
IV. ABSENCES AND LEAVES.....	6
V. SALARY AND WAGE PROVISIONS	122
VI. INSURANCE	133
VII. SUPPLEMENTAL RETIREMENT PLAN: BUY-OUT PROVISIONS.....	144
VIII. YEARS OF SERVICE PAYMENT	144
IX. 401(a) PLAN AND 403(b) PLAN	144
X. RETIREE MEDICAL COVERAGE	165
XI. EFFECT OF CONTRACT	166
XII. TERMS OF AGREEMENT	166
APPENDIX A-1	189
APPENDIX A-2	20
APPENDIX A-3	312
APPENDIX B-1	25
APPENDIX B-2	31

CONTRACT BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE SPENCER-OWEN COMMUNITY SCHOOLS AND THE SPENCER-OWEN EDUCATION ASSOCIATION

I. RECOGNITION

- A. The Spencer-Owen Education Association, hereinafter called the Exclusive Representative, is hereby recognized by the Board of School Trustees of the Spencer-Owen Community Schools, hereinafter called the school employer as the bargaining agent for all certified employees, as defined In IC 20-29, ii Spencer-Owen Community Schools except for supervisory personnel, hereinafter called the bargaining unit pursuant to Indiana Law providing for bargaining collectively and discussing.

II. DEFINITIONS

- 1. The term "Teacher", when used in this contract, shall refer to all certificated personnel, as defined in Indiana Code 20-29-2-4, employed by the Spencer-Owen community School Corporation and who are within the bargaining unit defined in Article I.
- 2. The term "Board", when used in this contract, shall refer to the duly elected Board of Trustees of the Spencer-Owen Community School Corporation. Such term shall include the Board's authorized officers and representatives.
- 3. The term "Association", when used in this contract, shall refer to the Spencer-Owen Education Association. Such term shall include the Association's authorized officers and representatives.
- 4. The term "School Corporation", when used in this contract, shall refer to the Spencer-Owen Community School Corporation of the County of Owen, of the State of Indiana.

III. PROFESSIONAL GRIEVANCE PROCEDURE

- A. Definitions:
 - 1. Grievance: The term "Grievance", when used in this contract, shall refer to an alleged violation of a term of this contract.
 - 2. Day: The term "Day", when used in this contract, shall refer to a regularly scheduled teacher contract day during the school year. During summer break, "Day" shall be defined as a day that the superintendent's office is open for business.
- B. If in the judgment of the Association, a grievance affects a group or class of teachers, the Association in the name of the President or such designee may submit such grievance in writing to the superintendent or such designee directly and the processing of such grievance shall be commenced at step three (3) of the formal grievance procedure.
- C. All grievances shall be disposed of in the following manner:

1. Step One - The Principal (Oral Presentations)

- a. Within ten (10) days of the time that the grievant knew, or reasonably should have known, of the alleged contract violation, the grievant shall present the grievance orally to the building principal at a time when the grievant does not have students under direct supervision. Within ten (10) days after presentation of the grievance, the immediate supervisor shall orally answer the grievance.

2. Step Two - The Principal (Written Presentation)

- a. Within ten (10) days of the oral answer, if the grievance is not resolved, it shall be stated in writing signed by the grievant, and submitted to the building principal.
- b. The grievance shall (1) name the employee involved, (2) identify the specific provisions of this agreement alleged to have been violated, (3) state the facts giving rise to the grievance, and (4) indicate the specific relief requested.
- c. The principal shall hear the grievance within ten (10) days after receipt of the written grievance and shall render his/her decision within ten (10) days of the meeting with the grievant.
- d. This step may be waived by mutual consent of the S-OEA and the Superintendent.

3. Step Three - The Superintendent

- a. If the grievance is not resolved in Step Two, the grievant may, within ten (10) days of the receipt of the principal's answer, appeal to the Superintendent with any written response of the grievant to the answer of the principal, within the Office of the Superintendent. The Superintendent shall notify the grievant of the time and date the grievant's appeal will be heard.
- b. The Superintendent, or his/her designated representative, shall hear the grievance within ten (10) days after receipt of any written grievance properly filed with the Superintendent's Office and shall render his/her written decision within ten (10) days after such hearing.

4. Step Four - The Board of School Trustees

- a. If the grievance is not resolved in Step Three, the grievant may, within ten (10) days of the Superintendent's answer, appeal to the Board of School Trustees through the Superintendent's Office. The Board, not later than its next regular meeting or three (3) calendar weeks, whichever shall be later, shall in executive session hold a hearing concerning the grievance. Written notice of the hearing date and time shall be given to the grievant at least five (5) days prior to the hearing.
- b. Within ten (10) days after the scheduled executive session, the Board of School Trustees or its designee shall respond in writing to the grievant the disposition of the grievance.

5. Step Five - Arbitration

- a. Should the Association disagree with the School Board's decision in Step Four (4) with respect to any grievance over the meaning, interpretation or application of the contract, the Association may ask for resolution of the issue by an arbitrator. The Association must

demand arbitration in writing to the Superintendent within five (5) working days of the Board's decision or the School Board's decision will be final.

- b. The two (2) parties, the School Board and the Association, shall attempt to select an arbitrator by mutual agreement or a method of selecting an arbitrator by mutual agreement. If the two (2) parties cannot agree on the arbitrator or a method of selecting an arbitrator within fifteen (15) days after notification is given, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
- c. The Board and the Association agree that neither party shall be permitted to assert in such arbitration proceeding any ground or to rely upon any evidence not previously disclosed to the other party.
- d. The arbitrator shall convene such hearings as he/she deems appropriate at a location agreeable to the parties or, failing an agreement, at a location which he/she shall designate. The hearings shall be informal but witnesses shall be sworn. A tape recording of the proceedings shall be kept by the arbitrator. The parties, by mutual agreement, shall decide to support their positions through closing arguments or briefs submitted to the arbitrator. The arbitrator shall issue a written decision as to the disposition of the grievance within 30 days of the hearing, or in such other time period as the parties may mutually agree.
- e. The parties agree that the arbitrator's decision shall be final and binding upon them. The arbitrator may not award a money judgment to either party in excess of \$5,000.00.
- f. If either party shall desire to question whether the arbitrator has acted outside the scope of his/her authority in rendering his/her decision or shall desire to question the competency or neutrality of the arbitrator in rendering his/her decision, then the questioning party shall raise such issue in a formal legal proceeding filed through the Clerk of the Owen Circuit Court. The Judge of the Owen Circuit Court shall name a judge to hear such case at a bench trial and the decision of the special judge shall be final and non-appealable.
- g. The fees and expenses of the arbitrator shall be divided equally between the parties.

D. Implementing the Grievance Procedure

- 1. In the event the grievant(s) fail to exhaust its remedies under the grievance procedure provided above, or fails to abide by the time limits with respect to each step, the grievance shall be presumed to be abandoned and the matter shall be settled in accordance with the Administrator's last answer thereto. All meetings and discussions necessary to implement the grievance procedure shall be conducted after school hours or on non-school days. The grievant(s) must exhaust all steps in the grievance procedure before seeking any other type of relief.
- 2. If an administrator fails to abide by the time limits with respect to each step, the grievance shall be advanced to the next step of the grievance procedure by the grievant's filing with the appropriate official.
- 3. No disciplinary action may be taken against any grievant for exercising the grievance procedure.

4. Following the resolution of the grievance, all written records will become a part of the school corporation's files. No record of the grievance will become a part of the grievant's personnel file.
5. The parties acknowledge that I.C. 20-29-6-9 states: "The obligation to bargain collectively a matter does not prevent a school employee from petitioning the school employer, governing body, or superintendent for a redress of the employee's grievances, either individually or through the exclusive representative." That right is in no way limited by this agreement.

IV. ABSENCES AND LEAVES

A. Leave Days

1. Teachers in Spencer-Owen Community Schools shall be entitled to thirteen leave days for the first year and twelve days annually thereafter. Teachers are permitted to use leave days in half (.5) and full day increments. A teacher shall be entitled to an additional full day or half day of leave provided they complete an equivalent amount of time in parent-teacher conferencing. The teacher shall complete the designated form and submit it to the building principal for his or her signature.
2. Sick Leave Incentive - If a teacher uses zero (0) days of sick or annual leave during the school year, which includes accumulated sick and annual leave days, the corporation shall contribute \$500 into the teacher's 401(a) qualified plan set forth in Article IX in which the employees become vested upon completion of five (5) Spencer-Owen service years or upon the death of an actively employed employee. If a teacher uses 2 days or less of sick or annual leave days during the school year, which includes accumulated sick and annual leave days, the corporation shall contribute \$250 into the teacher's 401(a) qualified plan set forth in Article IX in which the employees become vested upon completion of five (5) Spencer-Owen service years or upon the death of an actively employed employee. Days donated to the Sick Leave Bank shall not count against the teacher when making the above calculations. These amounts shall be deposited no later than July 30 at the conclusion of each school year.
3. Any remaining days at the conclusion of the school year shall be accumulated to a total of one hundred eighty (180) days. Accumulated days shall be designated as sick leave days. Teachers currently over the 180-day cap will be paid for the days exceeding the new cap at the certified substitute rate per day.
4. Teachers are permitted to use leave days in half (.5) and full day increments. If a teacher wishes to designate one or more annual leave days as sick leave, such days shall be debited from the accumulated account if any accumulation exists. The parties agree that the use of leave days should not be abused. The teacher will be required to meet with the Principal of his/her school to discuss and address any unusual absence(s).
5. Once a teacher accumulates one hundred eighty (180) days, any unused sick days beyond one hundred eighty (180) will be paid at the certified substitute rate per day to the teacher. Teachers will receive compensation for these days on the last pay of their current contract. Rather than receiving compensation for these days, a teacher may elect to donate up to three (3) of these days to the Sick Leave Bank.
6. In the event any teacher shall have accumulated one (1) or more days of sick leave in

another school corporation of this state, then there shall be added for the first year and each succeeding year of such employment up to fifteen (15) days of sick leave until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted. The transfer of days will be requested at the beginning of the school year and the teacher will be notified of the number of days accumulated as soon as the transfer is complete each year.

7. Sick Leave Bank

- a. 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 at school inadvisable. The Sick Leave Bank is excluded from the Grievance Procedure.
- b. The Board will not contribute any days to the sick leave bank. Only member's actual days may be contributed to create the bank.
 - i. Membership in the bank will be open to all certified employees. A member shall be defined as a certified employee who has made the contribution of one leave day to the bank at the time of enrollment, which shall be prior to October 1 annually. For a certified employee who is employed less than full time, the employee shall contribute their daily equivalent (i.e. a .5 employee would contribute .5 leave day). Upon enrollment, the member's name will be placed on a seniority list of sick leave bank members, which shall be kept current by the Administrative Office. The Association President shall be provided with a list of all sick leave bank participants by November 1st of each school year.
 - ii. Donations to the sick bank other than those described for initial membership shall be required only when at the beginning of any school year the number of days in the bank shall be less than one hundred (100) days or in the event the sick bank becomes exhausted during the school year because of applications for sick bank days by eligible members. In such event, each member of record for the current school year or the immediate past school year, as appropriate, shall donate an additional day in order to remain a member in good standing.
 - iii. Teachers may donate up to 10 unused sick leave days to the Sick Leave Bank upon retirement.
- c. The sick leave bank may only be used for the illness of its members. No family privileges will be extended beyond those stated in the Board's sick leave policy
 - i. An individual member may not use more than one hundred twenty (120) school days and use shall not extend beyond the contractual year.
 - ii. An individual member wishing to use the bank must wait at least five (5) consecutive working days without pay, before use of the bank will be authorized under any of the above conditions; these days are not reclaimable from the bank.
 - iii. Each illness or injury will be judged on its own merit. Two or more illnesses or injuries will be subject to separate award of days. If the illness for which a

teacher takes Sick Leave Bank days reoccurs during the same school year, the committee may waive the five (5) consecutive day rule as stated above in paragraph 2.

- iv. Each use of the sick leave bank, for the member, must be supported by a written request for its use from the member and a physician's statement substantiating the absence from work. Requests for sick leave bank days will not be considered until both written documents (member request and physician's statement) are received by the committee chairperson.
 - v. All other contractual leave days shall be waived while drawing from the sick leave bank.
 - vi. Sick leave bank days shall not be used during summer school.
 - vii. Days contributed cannot be reclaimed.
 - viii. After a member of the sick leave bank has drawn a number of days and has returned to active employment with the corporation, the member shall repay one (1) day for every three (3) borrowed from the bank. These days shall be repaid at the rate of one per school year, deducted at the beginning of each school year. At the end of each school year, the employee may elect to pay back an additional one (1) or two (2) days.
- d. At the conclusion of each school year, the bank's unused days will be carried over to the next school year.
- e. The sick leave bank shall be administered by a committee of four (4) members appointed by the President of the Association and four (4) members appointed by the Superintendent. It is the expectation of the Sick Leave Bank committee that individual members of the Sick Leave Bank will be good stewards of their own leave/sick days and decisions made by this committee will reflect that expectation.
- i. Vacancies on the committee shall be filled before the next meeting of the committee. Should any member of this committee become unable or unwilling to fulfill his/her duties, the remaining committee members may declare his/her position vacant by majority vote.
 - ii. The membership of the committee shall select by October 1" each year one of their number to act as chairman for the duration of the year. The chairperson position will be an alternating position between the Administration and the Association with the Association holding the position of chairperson when October falls during an odd year and the Administration holding the position when October falls during an even year.
 - iii. The committee will meet during the school year as needed. Special meetings may be called by the chairman or at the request of the committee members. A majority of committee members will be required for any official action of the committee. The chairman of the committee may choose to use e-mail to provide information to members in the place of a meeting. A majority response will be required for any official action of the committee.

- iv. Any participating member who has exhausted his/her accumulated sick leave and who has used five (5) uncompensated sick leave days is eligible to apply to the sick leave bank committee for compensation for further absences from work during the current contract year pursuant to the conditions of bank use agreed to above. The Sick Leave Bank application form shall be attached to this Contract as an Appendix. This form shall not be changed until meaningful discussion is held with the Association.
- v. The sick leave committee may grant, deny, or suspend grants of sick days from the bank. Its judgment or decision will be final. Any grants will be retroactive except in cases of hospitalization, nursing home or similar confinement, in which case the committee may grant days in advance when the need is supported by appropriate medical evidence. Each applicant automatically consents to submit to medical examination and/or review of his/her medical history if it is deemed necessary by the sick leave committee.

B. Bereavement Leave

A teacher may be absent from work five (5) consecutive or nonconsecutive work days beyond the death of a member of the immediate family or member of the household in which the staff member resides. These leave days may be taken within three (3) months of the death or must be approved in advance by the superintendent. The immediate family is defined as a father, mother, brother, sister, wife, husband, child, including miscarriage, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild by blood or marriage or person for who the teacher has power of attorney, is an executor of the estate, is the sole surviving relative or is a legal guardian. In addition, one day may be used for the family member as follows: aunt, uncle, niece, and nephew.

C. Pregnancy Leave

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 disabilities caused by pregnancy shall be governed by the same provisions governing sickness.

1. 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 the certification of the emergency from an attending physician.
2. All or any portion of leave taken by a teacher because of a temporary disability caused by pregnancy and recovery or convalescent time after the birth of the child, as required by her physician, may be charged to her available sick leave at her discretion.

D. Parental Leave

A teacher may request and, at the discretion of the Board of the Spencer· Owen Community Schools, may be granted a Parental Leave without pay for a period not to exceed one (1) school year upon the birth or adoption of a child for childrearing purposes.

A teacher who is adding a child to their family due to one of the following reasons will be granted up to fifteen (15) days with pay for this purpose within the first year of the child's birth or placement of the child with the teacher:

- a. The teacher (regardless of gender) becomes a parent because the child is born via natural childbirth.
- b. The teacher (regardless of gender) becomes a parent via adoption.
- c. The teacher (regardless of gender) becomes a legal guardian through a court ordered placement of a child. The teacher is required to provide to the Superintendent's Office a copy of the court order to support the basis for parental leave.
- d. The teacher (regardless of gender) becomes a foster care parent through a long term foster care placement. Such foster placement may entitle a teacher to no more than one parental leave per school year and such leave must terminate if the placement ends during the leave. The teacher will provide documentation to the Superintendent's Office confirming the foster care placement.

This leave shall be in addition to any leave to which the parent may be entitled through Maternity Leave or Family and Medical Leave Act leave.

A teacher may request and, at the discretion of the Board of the Spencer· Owen Community Schools, may be granted a Parental Leave without pay for a period not to exceed one (1) school year upon the birth or adoption of a child for childrearing purposes.

E. Personal Business Leave

Each teacher is entitled to use yearly leave days for the transaction of personal business and/or civic affairs during each year of such employment. A written request must be submitted to the building principal two days prior to such leave except in cases of emergency. A teacher may not use more than five consecutive leave days for personal business.

These cannot be preceded or proceeded by leave days used or to extend time off when school is not in session.

F. Leave of Absence

A leave of absence for one academic year without pay may be granted by the Board of School Trustees upon recommendation of the Superintendent of Schools to any teacher with five (5) or more years of continuous experience in the school corporation. The reasons for which a leave of absence may be granted include travel or teaching abroad, teaching in a college or university, advanced study, service for the Indiana Department of Education, military service or ill health. The teacher may continue to participate in the School Corporation's health insurance plan, provided he/she pays 100% of insurance premiums on or before the first day of each month during the leave. Upon returning from leave, a teacher will be assigned to the same position if the position exists, or if not, to the position which, in the opinion of the Board, is the most nearly equivalent to the position the teacher left. Evaluation performance and licensure of the teacher will be used to determine the

appropriate placement of a returning teacher if the position the teacher left has been eliminated during the leave.

G. Sabbatical Leave

A teacher may contract for a leave of absence without pay for a period of one academic year to return for full time study at an accredited college or university to complete graduate work. The teacher may continue to participate in the School Corporation's health insurance plan, provided he/she pays 100% of insurance premiums on or before the first day of the month during the leave. Upon returning from leave, a teacher will be assigned to the same position if the position exists, or if not, to the position which, in the opinion of the Board, is the most nearly equivalent to the position the teacher left. Evaluation performance and licensure of the teacher will be used to determine the appropriate placement of a returning teacher if the position the teacher left has been eliminated during the leave.

H. Jury Duty

Teachers will receive the difference in their daily salary and witness or jury pay when they are subpoenaed as witnesses in court or to serve on the jury.

I. Emergency Leave

Emergency leave may be granted by the Superintendent, on the request of an employee, when circumstances beyond the control of the teacher have prevented performance of duty, in which case substitute pay only will be deducted from the teacher's salary.

J. Conference Leave

Teachers excused to attend educational conferences or for a professional activity approved by the Superintendent of Schools or Board of School Trustees shall have substitutes provided for them at the expense of the School Corporation with no loss of salary unless otherwise provided by Board action.

K. Association Leave

The President, or his/her designee, of the Spencer-Owen Education Association shall be provided fifteen (15) days annual release time to conduct Association business. For each day used, the Association shall reimburse to the corporation an amount equal to the current substitute rate. If the release time is at the request of the Superintendent, the day shall not count against the nine Association leave days granted by this section, and the Association will not need to reimburse the corporation for that time.

L. On-the-Job Injury Leave

The seven (7) day waiting period for workers' compensation will initially not be charged against the employee's sick or personal leave and there will be no salary loss during the waiting period if the injury or illness qualifies for workers' compensation coverage. However, if the injury results in an absence length sufficient to require the worker's compensation carrier to reimburse the employee for the seven (7) day waiting period, then the district may charge the employee's leave time for the portion of the day reimbursed by the carrier. If the employee does not have a sufficient number of leave days to charge against the employee's leave time, then the school corporation will recoup the amount reimbursed by the worker's compensation carrier from the employee's paycheck.

M. Usage of Paid Leave Days Around School Holidays/Breaks

Effective on June 30, 2025, if day(s) is/are taken before or after the break, two (2) paid leave days will be charged for each day taken immediately adjacent (before or after) to Fall Break, Thanksgiving Break, Winter Break or Spring Break, Labor Day, Martin Luther King Jr. Day, or President's Day unless such days are snow make-up days. Should a teacher have an "unforeseeable circumstance," a teacher may appeal this "two for one charge" by filing a written appeal with the School Corporation's Superintendent or designee within ten (10) school days following the absence on those designated days. The written appeal should set forth an explanation of any "unforeseeable circumstance(s)" and the written appeal should have attached to it any documentation to support the claim(s). The Superintendent or a Central Office Administrator designated by the Superintendent will review the appeal and respond to the teacher.

Teachers on Board approved leave are not subject to the two for one charge detailed above.

V. SALARY AND WAGE PROVISIONS

A. The School Corporation shall pay the teachers' contribution of an amount not to exceed three percent (3%) of the teacher's total compensation to the Indiana Public Retirement System (INPRS). Such contribution shall be made for any and all appropriate monies, such as, but not limited to, extended contracts, athletic schedules, and extra-professional responsibilities.

B. The Salary Schedule is listed in Appendix A-1.

C. New Hires

Teachers new to the school corporation shall be hired based on the degree and years of experience mirroring a current teacher with the same degree and years of experience using the Salary Schedule in Appendix A-1. The superintendent has the authority to place a new hire on the schedule up to 3 steps higher than the mirror step commensurate with the teacher's degree and experience.

D. Salary Payments

All returning teachers will be paid in 26 equal installments and all new hires will be paid in 27 installments in accordance with the pay schedule in Appendix A-3, unless the teacher has submitted a qualifying request, as described herein, to have his/her contract paid in full at the completion of the contract. Any teacher wishing his/her contract paid in full at the completion of the contract must submit a request in writing to the Superintendent's office by January 1 of the current school year. The balance of the contract will be paid at the end of the next pay period, after the regular school year is completed including the make-up of rescheduled days as a result of cancelled school days during the regular calendar days.

E. Military Experience.

Full credit for military service (not to exceed four years) will be allowed to all veterans who took the oath of allegiance, served in either combat or non-combat units, and were honorably discharged. A year shall be defined as at least eight months of service taking place between the dates of August 1 and July 31. In no case shall a teacher receive more than the number of years he/she would have received as a teacher had his/her career not been delayed or interrupted.

The same rule will be followed in case of service in the Red Cross or U.S.O. during a period of hostility. Proof of service must be furnished to the Superintendent's office prior to receiving this credit.

- F. The school corporation shall pay the cost for current employees of any and all expanded criminal history checks and expanded child protection index checks that are required by the school corporation or per I.C. 20-26-5-10.

G. Ancillary Duties

1. Class Cover

The parties agree that teachers assigned by the principal the ancillary duty of covering a class during their preparation period(s) shall receive additional paid leave days as compensation. Every three prep periods during which a teacher covers a class shall earn one (1) additional half day of paid leave.

2. Approved Tutors

The parties agree that tutors approved by the principal shall be compensated only for the hours approved by the principal at an hourly rate of \$35.00.

3. After-School Detention Supervision

The parties agree that teachers approved by the principal to supervise after-school detention shall be compensated at an hourly rate of \$25.00.

H. Dual Credit and AP Stipend

Teachers who teacher dual credit or advanced placement courses will receive a \$500 stipend (per person).

VI. INSURANCE

- A. Spencer-Owen Community Schools will provide Hospital/Major Medical insurance coverage, as limited below, for all certificated staff members and their dependents. Certificated personnel will be eligible for this benefit during the first year of employment in this school corporation. Spencer-Owen Community Schools are part of the Wabash Valley West-Central Indiana School Trust. The only plans offered to certified employees are Plan 6 HSA and Plan 7 HSA-2. The parties agree that eighty-five percent (85%) of the monthly premium will be paid by the school corporation.
- B. The parties agree that should any of the contributions listed above create a violation of HEA 1260, the Health Savings Accounts contributions will be adjusted through mutual agreement to assure compliance with this law. This will be accomplished by reducing the Board Contributions to the H.S.A at an incremental rate equally applied to the single and the family contribution until the Board contribution reaches compliance with HEA 1260.

- C. The Board shall provide long-term disability insurance for each employee.
- D. Spencer-Owen Community Schools will pay \$100.00 per year toward a dental plan.
- E. The Board shall implement Section 125 provision for teachers. The program administrator shall be selected by mutual agreement of the Superintendent and the sick leave bank committee.
- F. Spencer-Owen Community School Corporation shall provide an individual (single) vision service program for each employee.
- G. The School Corporation shall provide a term life insurance policy for all teachers with a face value of fifty thousand (\$50,000) dollars. Such policy shall include accidental death and dismemberment (AD&D) provisions.

VII. SUPPLEMENTAL RETIREMENT PLAN: BUY-OUT PROVISIONS

Spencer-Owen Community School Corporation teachers who were employed by SOCS in the 2002-2003 school year and who continued to be employed by SOCS in the 2003-2004 school year or who retired effective the end of the 2002-2003 school year become vested in the MetLife Group Plan #6104606 401(a) qualified plan upon attainment of age 50 plus completion of 15 years of service with SOCS. This account shall alternatively vest upon the death of the teacher while actively employed with SOCS.

VIII. YEARS OF SERVICE PAYMENT

- A. This section applies to a teacher who retires from Spencer-Owen Community Schools having met the requirements of B.
- B. The teacher must submit to the Superintendent, on or before March 1 of the year of retirement a written notification of the teacher's intent to retire. This written notice may be waived by the Board on the recommendation of the Superintendent in the event the teacher is unable to give timely notice and is forced to retire due to ill health, accident or other unforeseen events. The teacher must also be at least age 50 and have completed at least 15 years of ISTRF creditable service.
- C. A teacher eligible under this Article shall be paid \$65 per year of service with Spencer-Owen Community Schools. This amount shall be given as a stipend and be added to the teacher's final contract.

IX. 401(a) PLAN AND 403(b) PLAN

This Article applies to all teachers.

- A. Each teacher shall be eligible to contribute to a 403(b) tax sheltered annuity, up to the amounts prescribed by the Internal Revenue Code. VALIC and MetLife will be the approved vendors for the 403(b) plan. Additional vendors may be approved by mutual agreement of both parties and will be offered to teachers as they are agreed upon and available for enrollment.
- B. Spencer-Owen Community Schools will contribute for each teacher an amount equal to 1.5%

of that teacher's final contract salary scale amount for that year (without regard to any additional pay for extracurricular duties or extended contract amounts) which has been deposited in an account for the teacher in MetLife group plan #6104630 401(a) qualified plan by October 1 of the school year.

- C. Spencer-Owen Community Schools shall continue the 1.5% contribution for each teacher, completing at least 120 days of employment, as referenced in IX (B) above. Spencer-Owen Community Schools and the Spencer-Owen Education Association shall mutually agree as to the qualified plan to which the contributions shall be made. Amounts deposited pursuant to this Article shall be deposited to a single account for the teacher in the qualified 401(a) plan. A teacher's interest in the 401(a) qualified plan shall be vested after 5 years of service with Spencer-Owen Community Schools. The account shall alternatively vest upon the death of the teacher while actively employed with Spencer-Owen Community Schools. The 401(a) Plan A forfeiture account will be used to pay the annual 1.5% Board contribution until the forfeiture account is depleted.

X. RETIREE MEDICAL COVERAGE

- A. This Article applies to any teacher who meets the requirements in paragraph B.
- B. The teacher must submit to the Superintendent, on or before March 1 of the year of retirement a written notification of the teacher's intent to retire. This written notice may be waived by the Board on the recommendation of the Superintendent in the event the teacher is unable to give timely notice and is forced to retire due to ill health, accident or other unforeseen events. The teacher must also be at least age 50 and have completed at least 15 years of ISTRF creditable service.
- C. A teacher meeting the requirements in paragraph B may participate in the corporation's health plan until the teacher qualifies for Medicare. The teacher will be required to pay the entire insurance premium applicable to this coverage.
- D. A teacher meeting the requirements in paragraph B who is also eligible for reduced Social Security, by September 1 of the current year, may remain on the group health plan with the corporation continuing their same level of contribution (85%) as that for an active employee on a single plan (with no contribution toward dependents by the School Corporation) in exchange for the teacher serving as a substitute teacher in the corporation under the following conditions:
 - 1. For the single health plan contribution, the teacher agrees to be a volunteer substitute teacher for fifty-five (55) school days or, if in the last year of eligibility, the pro-rated number of days established by the school corporation. The pro-rating of days, applicable only to the last year of eligibility, must be requested by the teacher prior to the start of the school year.
 - 2. The teacher may remain on a family plan, agree to volunteer sub for fifty-five (55) days and pay the remainder of the family plan premium above the amount paid by the corporation toward a single plan.
 - 3. Should a teacher not complete fifty-five (55) days of volunteer substitute teaching (or the pro-rated days in the last year of eligibility) prior to the end of the school year (or the deadline established during the last year of eligibility), a penalty fee of 3% of the cost of the corporation paid insurance will be charged for each day not completed. This penalty fee is due to the school corporation by July 1.

4. The teacher must be on the corporation health insurance plan prior to retirement and must opt-in to this program by March 1 of the year preceding this retiree health insurance coverage by notification in writing to the office of the superintendent.
5. A teacher who is participating in the program and wishes to cease participation must notify the office of the superintendent in writing by March 1 of the year preceding the year the teacher wishes to cease participation.
6. Provided the Trust rules will allow, the retiree may continue in the program from the time they are eligible for reduced Social Security until the time they are eligible to receive Medicare coverage or from the time they are eligible for retirement per INPRS up to but not exceeding three (3) years.
7. This insurance coverage will begin with the start of the contract year (first teacher pay) and continue until the beginning of the next year's contract.
8. The teacher shall be solely responsible for determining whether the teacher meets any eligibility requirements.

XI. EFFECT OF CONTRACT

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

XII. TERMS OF AGREEMENT

- A. The signing of a contract is accepted as evidence that the teachers, Board and Administration are familiar with the language of the contract and are willing to abide by them.
- B. The term of this contract shall begin July 1, 2025, and continue in full force and effect until June 30, 2026.
- C. This contract was ratified by the Spencer-Owen Education Association at its meeting on November 6, 2025.
- D. This contract was approved by the Board of School Trustees of the Spencer-Owen Community Schools on November 13, 2025 (at 7:00 pm).
- E. The undersigned Board representatives attest to the all three of the following paragraphs and the undersigned association representatives attest to the first of the following paragraphs:
 1. A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana law on September 9, 2025. Electronic participation was not available.
 2. A public meeting in compliance with Indiana law was held on November

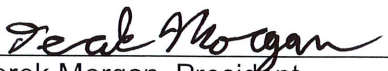
10, 2025 (at 8:00 A.M.) to discuss the tentative agreement and electronic participation was not available.

3. A public Board meeting in compliance with Indiana law was held on November 13, 2025 (at 7:00 p.m.) for ratification by the Board of the tentative agreement. Electronic participation was not available.

- F. This contract is so attested to by the parties whose presidents, secretaries and the Board members' signatures appear below.

[SIGNATURES ON THE NEXT PAGE]

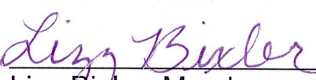
Board of School Trustees of the Spencer-
Owen Community Schools

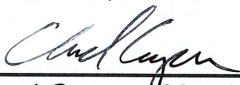

Derek Morgan, President


Mark Rogers, Vice President


Rick Smeltzer, Secretary

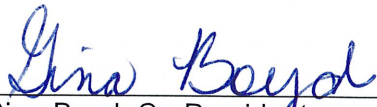

Deana Stickels, Member


Lizz Bixler, Member

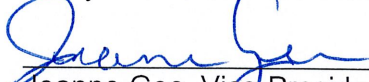

Chad Cooper, Member

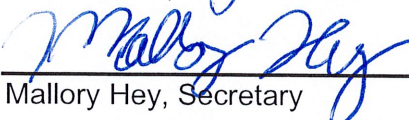

Jack White, Member

Spencer-Owen Education Association


Gina Boyd, Co-President

Cindy White, Co-President


Jeanne Gee, Vice-President


Mallory Hey, Secretary

David Truax, Treasurer

Appendix A-1 – Salary Schedule

2025 – 2026

Levels	BS	BS + 200 LIT	Levels	MS	MS + 200 LIT
BA	46,500	46,700	MA	48,900	49,100
BB	47,700	47,900	MB	50,100	50,300
BC	48,900	49,100	MC	51,300	51,500
BD	50,100	50,300	MD	52,500	52,700
BE	51,300	51,500	ME	53,700	53,900
BF	52,500	52,700	MF	54,900	55,100
BG	53,700	53,900	MG	56,100	56,300
BH	54,900	55,100	MH	57,300	57,500
BI	56,100	56,300	MI	58,500	58,700
BJ	57,300	57,500	MJ	59,700	59,900
BK	58,500	58,700	MK	60,900	61,100
BL	59,700	59,900	ML	62,100	62,300
BM	60,900	61,100	MM	63,300	63,500
BN	62,100	62,300	MN	64,500	64,700
BO	63,300	63,500	MO	65,700	65,900
BP	64,500	64,700	MP	66,900	67,100
BQ	65,700	65,900	MQ	68,100	68,300
			MR	69,300	69,500
			MS	70,500	70,700
			MT	71,700	71,900
			MU	72,900	73,100
			MV	74,100	74,300
			MW	75,300	75,500
			MX	76,500	76,700
			MY	77,700	77,900
			MZ	78,900	79,100

APPENDIX A-2

Spencer-Owen Community Schools Compensation Plan

2025 – 2026

Factors:

The Spencer Owen Community Schools Compensation Plan will be based upon performance using components in the following categories:

Academic Needs

Instructional Leadership

Definition of Factors:

Academic Needs:

Definition 1: The importance of retaining a teacher, Employee ID: 30034, who is trained in providing positive behavior supports to students throughout the elementary school, which ensures educational continuity and safety for elementary school students.

Definition 2: The importance of retaining a teacher, Employee ID: 50119, who solely provides the highest advanced math classes at the middle school level, which ensures educational continuity for middle school students and supports middle school student's transition into high school.

Instructional Leadership: A teacher who newly attains a literacy endorsement through the IDOE.

To receive a base salary adjustment proof of attainment of the literacy endorsement must be submitted to the Superintendent's office by the date of ratification for the 2025-2026 and by September 1st in subsequent years.

Distribution Description:

These base salary increases will be distributed as follows:

Academic Needs:

Definition 1: \$2,000

Definition 2: \$2,000

Instructional Leadership: \$200

The maximum base salary increase an eligible teacher may receive is \$2,200. The academic needs factor constitutes over 10% of the total increase.

One-Time Stipend

All teachers who are not receiving a base salary increase for academic needs will receive a one-time stipend of \$1,200.

Retroactivity of Base Increase:

Any base salary increase earned by a teacher under this contract will be paid in December 2025.

Salary Range:

The base salary (contract amount) range, not including increases, for 2025-2026 is \$46,500 to \$78,900. The salary range after base increases are applied for the 2025-2026 school year is \$46,500 to \$79,100 (with the literacy endorsement increase applied).

APPENDIX A-3

2025-2026 NEW TEACHER PAYROLL SCHEDULE

(This page is left intentionally blank. Schedules are on the following pages).

NEW TEACHERS 2025 – 2026 PAY DATES (27 PAYS)

AUGUST 15, 2025

AUGUST 29, 2025

SEPTEMBER 12, 2025

SEPTEMBER 26, 2025

OCTOBER 10, 2025

OCTOBER 24, 2025

NOVEMBER 7, 2025

NOVEMBER 21, 2025

DECEMBER 05, 2025

DECEMBER 19, 2025

JANUARY 2, 2026

JANUARY 16, 2026

JANUARY 30, 2026

FEBRUARY 13, 2026

FEBRUARY 27, 2026

MARCH 13, 2026

MARCH 27, 2026

APRIL 10, 2026

APRIL 24, 2026

MAY 8, 2026

MAY 22, 2026

JUNE 5, 2026

JUNE 18, 2026

JULY 2, 2026

JULY 24, 2026

AUGUST 7, 2026

AUGUST 21, 2026

RETURNING TEACHERS 2025-2026 PAY DATES (26 PAYS)

AUGUST 29, 2025

SEPTEMBER 12, 2025

SEPTEMBER 26, 2025

OCTOBER 10, 2025

OCTOBER 24, 2025

NOVEMBER 7, 2025

NOVEMBER 21, 2025

DECEMBER 05, 2025

DECEMBER 19, 2025

JANUARY 2, 2026

JANUARY 16, 2026

JANUARY 30, 2026

FEBRUARY 13, 2026

FEBRUARY 27, 2026

MARCH 13, 2026

MARCH 27, 2026

APRIL 10, 2026

APRIL 24, 2026

MAY 8, 2026

MAY 22, 2026

JUNE 5, 2026

JUNE 18, 2026

JULY 2, 2026

JULY 24, 2026

AUGUST 7, 2026

AUGUST 21, 2026

APPENDIX B-1

ADDITIONAL PAY FOR EXTRA CURRICULAR DUTIES AND RESPONSIBILITIES

Index is based on a salary of \$40,000.

All positions will be filled on an as needed basis

**ANY INFORMATION CONTAINED IN APPENDIX B-1 BEYOND SALARY, WAGES AND
WAGE-RELATED FRINGE BENEFITS IS INCLUDED FOR
INFORMATIONAL PURPOSES AND HAS NOT BEEN BARGAINED.**

Index of Annual

ATHLETICS

Strength Coach .129

FOOTBALL

Varsity Coach .206

#1 Varsity Assistant .129

#2 Varsity Assistant .129

#3 Varsity Assistant .129

#4 Varsity Assistant .129

5 Varsity Assistant .129

Middle School Head Football Coach .091

#1 Middle School Assistant .070

#2 Middle School Assistant .070

#3 Middle School Assistant .070

CROSS COUNTRY

Varsity Boys .086

Varsity Girls .086

MS Girls .075

MS Boys .075

BASKETBALL

Boys

Varsity .206

#1 Assistant (if needed) .129

#2 Assistant (Junior Varsity Coach) .129

#3 Assistant (Freshman) .091

Eighth Grade "A" Team .091

Eighth Grade "B" Team .070

Seventh Grade "A" Team .091

Eighth Grade "B" Team .070

Girls

Varsity .206

# 1 Assistant (if needed)	.129
#2 Assistant (Junior Varsity Coach)	.129
#3 Assistant (Freshman)	.129
Eighth Grade Head Girls	.091
Seventh Grade Head Girls	.091
 WRESTLING	
Varsity Boys	.129
Varsity Girls	.129
Boys Assistant	.086
Girls Assistant	.086
Middle School	.075
Middle School Assistant	.075
 GOLF	
Boys Varsity	.107
Girls Varsity	.107
 BASEBALL	
Varsity	.129
# 1 Assistant	.086
#2 Assistant	.086
Middle School	.075
Middle School Asst.	.039
 SOFTBALL	
Varsity	.129
# 1 Assistant	.086
#2 Assistant	.086
Middle School	.075
Middle School Asst.	.039
 TRACK	
Boys Varsity	.129
Boys Assistant	.086
Girls Varsity	.129
Girls Assistant	.086
Middle School Boys	.075
Middle School Girls	.075
Middle School Assistant Boys	.039
Middle School Assistant Girls	.039
 VOLLEYBALL	
Varsity	.129

Assistant	.086	
Eighth Grade	.075	
Seventh Grade	.075	
TENNIS		
Boys Varsity	.090	
Girls Varsity	.090	
SWIMMING		.090
GYMNASTICS		.090
SOCCER		
Boys	.129	
Girls	.129	
High School Asst. Boys	.039	
High School Asst. Girls	.039	
HS Archery	.075	
MS Archery	.039	
Bass Fishing Coach (HS)		.090
Bass Fishing Assistant (MS)		.039
MS eSports Coach		.025
CHEERLEADERS AND PEP BLOCK COACH		
High School Sponsor	.091	
Middle School Sponsor	.091	
#1 HS and MS Assistant	.039	
#2 HS and MS Assistant	.039	
High School Pep Club/Cheer Block Organizer – Fall	.0125	
High School Pep Club/Cheer Block Organizer – Winter	.0125	
BAND		
Director (2)	.206	
Percussion Director – Fall	.129	
Percussion Director - Winter	.129	
RIFLE, FLAG and PCM POM DIRECTOR		.129
WINTER GUARD		
Director	.129	

Assistant	.086
Middle School Director	.041
STUDENT COUNCIL SPONSOR	
High School #1	.038
High School #2	.038
Middle School #1	.015
Middle School #2	.015
Elementary School (1 per 400 students)	.015
YOUTH BOARD SPONSOR	.038
F.F.A. SPONSOR – HS	.075
F.F.A. SPONSOR – MS	.075
F.C.C.L.A. SPONSOR	.016
MS HONOR SOCIETY SPONSOR	.007
HS HONOR SOCIETY SPONSOR	.007
CHOIR	
High School	.129
Middle School	.041
Choral Assistant	.041
Percussion Choral	.030
Staff Sound Choral	.030
Staff Lighting Choral	.030
GRADE SPONSORS (High School)	
#1 Freshman Sponsor	.007
#2 Freshman Sponsor	.007
#1 Sophomore Sponsor	.007
#2 Sophomore Sponsor	.007
#1 Junior Sponsor	.038
#2 Junior Sponsor	.038
#1 Senior Sponsor	.038
#2 Senior Sponsor	.038
DRAMATICS	
Vocal Director	.025
Stage Director	.025
Set Director	.025
Drama Club Sponsor	.015

Auditorium Manager	.111
Staff Lighting Design	.016
Staff Sound Design	.016
ELEMENTARY MUSIC PROGRAM (per program)	.003
Maximum of three per teacher per building	
GOVERNOR'S WORK ETHIC CERTIFICATE COORDINATOR	.086
ELEMENTARY COUNSELING TEAM (Max of 2)	.020
YEARBOOK	
High School	.025
Middle School	.016
DEPARTMENT HEADS	
High School and Middle School	.020
TEAM LEADERS	
Middle School	.020
GRADE CHAIRPERSON	
Elementary K-6 and special areas	.020
ACADEMIC COMPETITION	
Academic Team Coordinator/Head Super Bowl	.025
High School Spell Bowl Coach	.025
)	
Academic Asst. Coach #1	.015
Academic Asst. Coach #2	.015
Academic Asst. Coach #3	.015
Academic Asst. Coach #4	.015
Academic Asst. Coach #5	.015
Middle School Coach #1	.025
Middle School Coach #2	.025
Middle School Coach #3	.025
Middle School Coach #4	.025
Elementary Spell Bowl Coach	.025
VEX MS #1	.020
VEX MS #2	.020
Robotics	.053

YES Lab	.025
PATRIOT MANUFACTURING	
Patriot Manufacturing Sponsor #1	.0325
Patriot Manufacturing Sponsor #2	.0325
Patriot Manufacturing Sponsor #3	.0325
Patriot Manufacturing Sponsor #4	.0325
Video Board Coordinator – Fall	.0325
Video Board Coordinator – Winter	.0325

APPENDIX B-2

EXTENDED CONTRACTS

Index based on the individual teacher's base salary. The specific positions are for information only and were not bargained.

The number of days are listed for informational purposes only and were not bargained.

FFA:

2	Owen Valley High School (24 days)	.264
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Counselors

2	Owen Valley High School (15 days)	.0825
1	Owen Valley Middle School (10 days)	.055

Media Specialists

1	District Media Specialist (10 days)	
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Department Heads

	Owen Valley High School (1 day)	.0055
	Owen Valley Middle School (1 day)	.0055
	Spencer Elementary School (1 day)	.0055
	McCormick's Creek Elem School (1 day)	.0055

Internship

	Owen Valley High School (5 days)	.0275
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Communications/Media

1	Director of Communications and District Media (10 days)	.055
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Instructional Technology

1	Instructional Technology Coordinator (10 days)	.055
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