COLLECTIVE BARGAINING AGREEMENT

between the

GARY COMMUNITY SCHOOL CORPORATION

and the

GARY TEACHERS UNION, Local No. 4 AFT, AFL-CIO

July 1, 2025

Through

June 30, 2027

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ARTICLE I
RECOGNITION

The Gary Community School Corporation recognizes the Gary Teachers Union, Local #4, AFT, as the sole and exclusive bargaining representative of all the members of the bargaining unit which consists of all professional personnel including all classroom teachers, librarians, social workers, nurses, and guidance counselors employed by the school corporation on a regular teacher's contract or a temporary teacher's contract.

ARTICLE II
DEFINITIONS

A. ADMINISTRATOR -Any person having administrative and/or supervisory responsibility.

B. DAYS - "Days" unless otherwise specified shall mean all days other than Saturdays, Sundays, and Legal Holidays.

C. PARTIES - The parties to this Agreement are the Gary Community School Corporation and the Gary Teachers Union, Local #4, AFT, referred to in this Agreement as the UNION.

D. PRINCIPAL - The administrator of any school, work location, or other administrative unit.

E. SCHOOL - Any school, work location, or other administrative unit.

F. TEACHER - Any member of the bargaining unit.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. "Teacher"-shall mean any person within the scope of the bargaining unit employed by the School Corporation or any number of teachers within the scope of the bargaining unit similarly affected by a grievance.

2. A grievance is defined as an allegation that there has been a violation of the Contract. Each written grievance shall cite the specific alleged violation.

3. "Days"- Unless otherwise specified, shall mean all days other than Saturdays, Sundays, and Legal Holidays. Saturdays, Sundays, and Legal Holidays shall be excluded in computing the number of days within which action must be taken or notice given.

4. "Principal" - shall mean the administrator of any school or, when a principal is not responsible for the area in which the grievance arose, it shall mean the person to whom the teacher is directly responsible.

B. Three Stage Grievance Procedure

1. First (1st) Stage – Principal

Any teacher who believes that he/she has a justifiable grievance may request an informal meeting with the principal or the principal's representative, with or without the Union Building Representative for the school being present, as the teacher may elect, with a view to arriving at a mutually satisfactory resolution of the complaint. In the event a group of teachers is involved, a small representative group of such teachers may be present, if they so desire. The principal, or his/her designated representative, shall schedule a meeting to be held within three (3) days after the teacher's request.

Differences which the parties are unable to resolve informally may be presented in writing to the principal by the Union Building Representative. Such grievance shall be dated and signed by the aggrieved teacher and the Union Building Representative. When all teachers, or group of teachers in a school or subdivision of that school are involved, the Building Representative shall sign the grievance and shall identify the group involved.

At any meeting during the informal or formal stage one (1), if either party believes assistance is necessary, he/she may request assistance and the parties shall meet at a mutually agreeable time. The request for such assistance shall not relieve the principal and the Building Representative from the responsibility of settling the issue.

Within five (5) days after presentation of the grievance in writing to the principal, said principal shall submit his/her decision together with the supporting reasons, to the Union Building Representative.

2. Second (2nd) Stage – Chief Human Resources Officer

If the grievance is not resolved at the first stage, the Union may request, in writing, a meeting with the Chief Human Resources Officer or his/her designated representative. Such meeting shall be requested within five (5) days of the receipt of the decision in Stage One (1). The Chief Human Resources Officer or his/her designated representative shall set a date for said meeting within three (3) days of the receipt of the request and shall notify the Union of this date at least two (2) days in advance of the meeting. The meeting shall take place within ten (10) days of the receipt of this request. Within seven (7) days after the said meeting, the Chief Human Resources Officer or his/her designated representative, shall submit his/her decision in triplicate, together with supporting reasons, to the Union.

At this meeting and in any meeting at succeeding stages of this procedure the Chief Human Resources Officer or his/her designee and the Union shall have the right to have in attendance any persons they deem necessary for proper discussion of the grievance.

3. Third (3rd) Stage – Superintendent

If the Union is not satisfied with the disposition at Stage 2, the Union may submit a written appeal to the Superintendent within ten (10) working days of the receipt of the written disposition by the Chief Human Resources Officer or his/her authorized representative, or in the event the Chief Human Resources Officer or his/her authorized representative fails to issue a written disposition within the time limit, within thirty (30) working days of the appeal of the grievance to Stage 3. Upon written request to the Superintendent, the Union

shall be entitled to a meeting with the Superintendent to discuss the grievance prior to the Superintendent's final decision. The Superintendent will review the grievance, make its decision, and notify the Union at the earliest opportunity. The decision of the Superintendent shall be final.

C. General

1. Written grievances shall contain a clear and concise statement of the grievance, the issue involved, and shall in each instance state the specific alleged violation.

2. Grievances which are not filed initially in the proper stages of the grievance procedure or with the proper person shall be referred by Union and School Corporation representatives to the proper stage and the proper person.

3. All data and other material not readily available to the Union which bear on the issues raised by a grievance shall be made available upon request of the Union providing said material is readily available to the School Corporation.

4. Grievances arising from the action of authority other than a principal may be initiated in the second stage of the grievance procedure.

5. The Union shall have the right to initiate and appeal a grievance.

6.

a. A grievance should be filed as soon as is practicable after knowledge of the facts giving rise to the act or condition which is the basis of the grievance.

b. In no case shall a grievance cite as an alleged violation a specific act which occurred more than thirty (30) days previous to the filing of the written grievance; however, a teacher may at any time cite a violation which is a continuing violation.

c. In no case shall a grievance cite as an alleged violation a condition which terminated more than thirty (30) days previous to the filing of the written grievance unless a lack of knowledge of the act or condition is the reason for having failed to honor these time limits, in which case, the grievance must be filed within thirty (30) days after becoming aware of the aforesaid act or condition.

d. The thirty (30) day time limit for the initial filing of a grievance shall not apply after a principal or the Executive Director of Human Resources has received a written dated notification of a possible grievance, unless the principal or Executive Director of Human Resources responds to this notification of a possible grievance with a written dated request that the time limits of this section be honored. This request shall be sent to the aggrieved teacher with copies to the Union Building Representative and the Union Grievance Chairperson. The formal written grievance shall then be filed in the appropriate stage no later than thirty (30) days after receipt of the principal's or Executive Director of Human Resources request unless it is a continuing grievance.

e. Summer vacation days shall be excluded in computing this thirty (30) day time limit for the initial filing of a grievance.

7. All meetings held under the terms of the grievance procedure shall be held in private unless mutually agreed that it is to be a public meeting.

8. Failure at any stage of this procedure to submit the decision on a grievance within the specified time limits shall permit the Union to take the grievance to the next stage of this procedure within the time limits for the appeal from that stage. Failure at any stage of this procedure to take the grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision.

9. Time limits outlined in this grievance procedure may be extended by mutual agreement of the parties involved, in which case, it is clearly understood by the parties that the grievance is held in abeyance and that no party shall suffer any penalties as a result of the extension of time limits.

10. Failure to file a grievance shall not be interpreted as agreement with any interpretation of and/or change in this Agreement and/or written School Corporation and Personnel Policy and/or established local working conditions or practices.

11. Settlement of grievances may or may not be retroactive as the equity of the particular cases demand, but in no event shall retroactive payment to a teacher commence earlier than thirty (30) days prior to the date of filing the written grievance except for situations covered by Article VIII, Section D of this Agreement and except where there was a lack of knowledge of the act or condition which was the basis for the grievance.

12. No documents, communications or records dealing with the processing of a grievance shall be filed with the personnel file of the participants except upon the written request of the aggrieved teacher.

13. A grievance may be withdrawn by the Union at any time.

14. Released time without loss of pay shall be provided for teachers who must attend meetings scheduled under terms of this procedure.

15. No reprisal or punitive action of any kind shall be taken by either party against either party of interest or by a participant in the grievance procedures.

16. If the contract has been violated, but the language of the contract does not suggest an appropriate remedy, and the parties are unable to agree on an appropriate remedy, the aggrieved may continue to process the grievance in an effort to attain an appropriate remedy.

ARTICLE IV
SHORT TERM LEAVES OF ABSENCE

A. Sick Leave

1. Each teacher shall be allowed each school year ten (10) days leave without loss of pay for personal illness, injury, quarantine, or temporary disability caused by pregnancy.

2. The statement "personal illness" shall be deemed sufficient reason for any personal illness which does not extend beyond three (3) days.

3. A doctor's certificate shall be required for absences which extend four (4) days or longer.

4. All unused days of leave allowance for personal illness shall accumulate from year to year without limit.

5. If sick leave use has been frequent, or if there is a suspicion of misuse of sick leave, the administration may require the submission of a physician's statement certifying illness or other evidence substantiating the need for such leave.

B. Personal Business Leave

1. Each teacher shall be allowed three (3) days each year without loss of pay for the conduct of personal business and/or civic affairs.

2 The statement "personal business" or "civic affairs" shall be deemed as sufficient cause and reason for any use of personal business leave.

3. A teacher planning to take personal business leave shall give a minimum of one day notice when possible.

4. All unused days of leave allowance for personal business shall accumulate from year to year up to a maximum of four (4) days. All unused personal business days in excess of four (4) days shall at the end of the school year be added to the teacher's sick leave accumulation. For a teacher who does not plan to return to work the following year, either through retirement or resignation, these days shall be included to determine severance pay.

5. If the teacher begins employment on the first day of the second semester or thereafter, he/she shall be allowed one day of such personal business leave.

C. Leave for Serious Illness or Injury in the Family

1. Each teacher shall be allowed a maximum of five (5) days leave per year for absences occasioned by serious illness or injury in the immediate family (*); or the serious illness or injury of an individual residing in the household of and with the teacher when such individual (other than immediate family) is primarily dependent upon the teacher for care.

2. Pay for such absence shall be deducted from available sick leave benefits.

3. A doctor's certificate may be required by the School Corporation for such absence.

4. The statement, "serious illness in the family," shall be deemed sufficient reason for any leave for serious illness in the family which does not extend beyond two (2) days.

D. Leave for Religious Holidays - Up to two days in excess of personal leave days may be granted to observe recognized religious holidays without loss of pay.

E. Leave for Death in the Family

1. Each teacher shall be allowed up to a maximum of five (5) work days of leave without loss of pay or deduction from other leave provisions upon the death of a member of the immediate family (*). This leave must be taken within thirty (30) calendar days of the date of death.

2. Each teacher shall be allowed a one (1) day leave of absence without loss of pay or deduction from other leave benefits upon the occasion of the death of a relative who is not a member of the immediate family (*) whose residence is not in the home of the teacher. (This leave may be taken within the thirty (30) day period described in Section E-1 above.)

3. The Superintendent or the Superintendent's designee may allow additional days of leave without loss of pay for a death in the family or other relatives of a teacher depending upon the circumstances in each case.

F. Definition of Immediate Family

Immediate family shall be defined as father, mother, legal guardian, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, other relatives residing in the home as members of the household.

G. Leave for the Birth or Adoption of a Child

1. A leave of one (1) day without loss of pay to be deducted from sick leave accumulation shall be allowed each teacher during the period that his wife is confined to the hospital or the day that she returns home from the hospital following the birth of a child.

H. Leave for Public Service

1. Any teacher shall be paid his/her regular salary for the period of any absence for which he/she is serving jury duty without any deduction from other leave provisions.

2. A teacher shall be allowed a leave of absence without loss of pay and without deduction from any leave provision for all absences when he/she is subpoenaed as a witness in any case concerning the School Corporation.

3. Subject to the approval of the Superintendent a teacher may be allowed time off without loss of pay or deduction from leave or deduction from leave

accumulation for necessary court appearances, performance of other public duties, obligations or services.

I. Military Duty Leave

If National Guard or Reserve encampment or a period of active training due to emergency situations should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence. The employee will receive regular salary for days spent in government service during a school year to the extent allowable by statute.

J. Professional Leave

1. It is recognized by the parties that the development and continuation of quality education programs is often accomplished by observing and studying what other teachers are doing. In accordance therewith, teachers may arrange to visit other schools and attend professional meetings without loss of pay and without deduction from any leave provision. A teacher desiring a leave under this section shall submit a request on the appropriate form to the principal. The principal shall forward the request to the Superintendent or his/her designee with a recommendation to approve or deny the same and his/her rationale for such recommendation. Such request shall be subject to the approval of the Superintendent or his/her designee.

2. Such leaves may be granted upon prior approval by the Superintendent without deductions from salary or leave accumulation and may, upon prior approval by the Superintendent or the Superintendent's designee, have the expenses reimbursed by the School Corporation.

K. Sick Leave Bank

1. A Sick Leave Bank shall be established for teachers in the Gary Community School Corporation, effective September, 1984.

a. A Sick Leave Bank Committee consisting of three (3) teachers appointed by Local #4 and three (3) administrators designated by the Superintendent shall establish procedures for and administer the program. The Chief Financial Officer or his/her designee shall serve as consultant to the Committee. Procedures established by the Committee must be approved by the Superintendent and must comply with State law and regulations of the State Board of Accounts.

b. The Sick Leave Bank Committee shall inform the Union and the School Corporation in writing of any decision of the Committee granting or denying a request to withdraw from the Sick Leave Bank, the need to have additional contributions and, at the start of the school year, the names of those teachers, along with the amount of sick leave days, who will be repaying sick leave days to the Sick Leave Bank. An annual report of the experience of the Committee shall be provided to the Union and the Superintendent of the full activities of the Sick Leave Bank Committee before July 1, of each year. The Superintendent and the Union President may review the records at any time.

c. Any member having a complaint or objection to the procedure of the Sick

Leave Bank Committee may file said complaint or objection with the Superintendent and the President of Local #4 for submission to the respective negotiating teams.

Any member having a complaint or objection to a decision of the Sick Leave Bank Committee may file said complaint or objection with the Superintendent and the President of Local #4 for their joint review and determination.

2.

a. A teacher may participate in the Sick Leave Bank by contributing one (1) day of sick leave during the first month of the program's implementation or eligibility. The teacher shall complete the necessary form and return same to the Sick Leave Bank Committee prior to October 15. A list of teachers who have joined the Sick Leave Bank will be available by November 1.

b. If a teacher joins the Sick Leave Bank after his/her first year of eligibility, he/she shall deposit two (2) days in the bank during the open enrollment period (Sept. 1 - Oct. 15).

c. A teacher who has joined the sick leave bank shall continue to be a member year after year until such time as he/she is no longer employed by the Gary Community School Corporation or submits a written statement to the Sick Leave Bank Committee requesting that he/she be removed from the rolls of participants in the bank, or he/she is no longer a member of the bargaining unit. Sick leave days on deposit with the bank shall not be returned in any of these instances.

d. In the event that the balance of days in the Sick Leave Bank below 150 days, each member shall contribute one (1) additional day.

e. Members of the Sick Leave Bank who make withdrawal shall repay the bank at the rate of three (3) sick leave days per year. On the form requesting a withdrawal from the Sick Leave Bank, the teacher shall authorize the School Corporation to assign, at the rate of three sick leave days per year from the teacher's future sick leave entitlement, to the Sick Leave Bank until the days are repaid.

f. Members of the Sick Leave Bank who are unable to contribute days to the bank when it is depleted as described in Section 2-b shall be required to contribute appropriate day(s) to the bank as soon as they are earned in order to remain members of the Bank in good standing.

3. Procedures for Withdrawal

a. A member requesting days from the Sick Leave Bank shall complete the application form with supporting evidence from the member's physician, and forward same to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall have the responsibility to either grant, or deny the withdrawal request.

If the member is incapacitated and cannot make an application for withdrawal, the Committee may make an application on the behalf of an incapacitated member and may grant the withdrawal on his/her behalf.

b. During the period of sick leave bank withdrawal, the member or his/her physician shall submit bi-weekly certifications of continued illness.

c. General

(1) Participants may be granted sick leave from the bank if the member has depleted his/her own sick leave and if the member had at least ten (10) days at the onset of the absence for which a withdrawal from the Sick Leave Bank is requested. The withdrawal from the Sick Leave Bank shall be equal to the number of accumulated sick leave days that the individual had at the onset of absence for the illness or injury as reported by the Office of Business Services. The withdrawal by the teacher shall not be for more than fifty (50) or less than ten (10) days.

(2) Should a teacher who has requested days from the Sick Leave Bank return to work prior to using all the days given by the Bank, the unused days shall be returned to the bank. In this event, the teacher shall not be eligible for any additional days from the bank for that school year.

(3) The sick leave benefit shall be limited to use only once per member in any given school year.

(4) It is understood that the Sick Leave Bank is intended for recovery from illnesses and injuries of the teacher.

ARTICLE V
EXTENDED LEAVES OF ABSENCE

1. Sabbatical Leaves

a. Any teacher who has completed six consecutive years of teaching in the Gary Community School Corporation may apply for a sabbatical leave.

b. A sabbatical leave will be granted to permit a teacher to engage in full-time professional study, research, or educational travel or for any combination of these three purposes in an academic program conducted by an approved institution of higher learning. Full-time professional study shall be defined as a minimum of nine (9) graduate hours or thirteen (13) undergraduate hours or other full-time study or full-time research as certified by the agency or institution, each semester of the leave.

c. A plan for such full-time professional study, research, or educational travel shall be submitted with the leave application.

d. The application for sabbatical leave shall be filed with the Superintendent on or before March 1 of the year preceding the school year for which the leave is requested.

e. Sabbatical Leave shall be granted for not less than one semester nor more than one school year. A leave without compensation may be granted immediately following a Sabbatical Leave.

f. The teacher must agree to return to regular service for one school year in the Gary Community School Corporation at the expiration of the leave.

g. If the teacher does not return to regular service for one school year at the expiration of the leave, all salary paid to such teacher during such leave shall become due immediately and payable to the Gary Community School Corporation. If the teacher becomes permanently disabled before he/she can meet the return to regular service requirement, he/she shall not be required to refund the amount of pay received while on leave. The estate of a teacher shall not be held liable for any salary paid to a teacher while on Sabbatical Leave, in the event that the death of the teacher prevents the return to regular service requirement.

h. The number of Sabbatical Leaves available each year shall equal one-half (1/2) of one percent (1%) of the number of members in the bargaining unit.

i. Sabbatical Leaves shall not be granted during a school year in which teachers received no salary increase pursuant to the Appendix A, Gary Community School Corporation Teacher Compensation Model.

j. Teachers on Sabbatical Leave will not engage in remunerative employment. An exception may be made to this rule in an instance where an assistantship or fellowship, or grant is offered in which the experience would be directly applicable to the field in which the staff member is assigned or for which he/she is preparing. For an exception to be granted, a request must be filed in writing with the Superintendent describing the nature of the assistantship, fellowship or grant offered.

k. A Sabbatical Committee consisting of three (3) teachers appointed by Local #4 and three (3) administrators shall review the requests for Sabbatical Leave and make recommendations to the Superintendent on or before April 1 for approval of the applicants to whom leaves will be awarded. A representative of the Human Resource Department will act as a consultant to the committee.

l. Selections from the approved applicants will be made so as to provide approximately equal number of leaves in each of the following experience groups: (a) 6-12 years; (b) 13-18 years; and (c) 19+ years. The number of leaves for persons whose assignment is primarily at the secondary level should qual as far as possible the number of leaves for persons whose assignment is primarily at the elementary school level.

m. The staff member shall, within thirty days after return for Sabbatical Leave, submit a report to the Superintendent concerning the manner in which the leave was used.

n. A teacher on Sabbatical Leave shall receive one-half (1/2) of the salary he/she would have received if he/she had remained on active duty, provided that, in no case, shall the salary paid exceed one-half (1/2) of the maximum for the Master's Degree Schedule.

The total income from Sabbatical Leave salary and any additional scholarships, fellowships, or grants shall not exceed the salary for the Master's Degree Schedule. If the total should be greater, the Sabbatical Leave allowance shall be reduced accordingly.

o. All regular deductions from salary will continue while a teacher is on Sabbatical Leave.

p. The Indiana State Teacher's Retirement Board may grant credit for professional improvement, upon application accompanied by a transcript showing twenty (20) semester hours or thirty-two (32) term hours completed, together with the dates of attendance at the college or university attended. Summer school credit is not allowable. Payment of contribution at the rate in effect for active teachers is required, if applicable, and such credit shall be limited to one-seventh (1/7) of the service credit claimed for retirement.

q. A teacher on Sabbatical Leave shall have health and life insurance benefits as defined in subsection C-2 of Article VII.

ARTICLE VI
EXTRA COMPENSATION DUTIES

A. Compensation for teachers of remediation, grant programs, and after school programs shall be paid at the rate of $37.50 an hour.

B. Night School Positions

a. Teachers in the night school shall receive their regular pay when there is an unscheduled closing of the night school in the same manner as regular day school teachers. [Pursuant to IC 20-28-6-7 (c) this provision was not bargained and has been included for informational purposes only.]

b. In evening vocational programs which are contracted for a specific number of hours, teachers shall be paid for the actual number of hours worked. [Pursuant to IC 20-28-6-7 (c) this provision was not bargained and has been included for informational purposes only.]

C. Summer School Pay

The salary of a summer school teacher who serves on a Supplemental Service Contract shall be at the rate of $45.00 an hour.

D. Professional Development Pay

Teachers that are required to attend professional development outside of the normal work day shall be paid at the rate of thirty dollars ($30.00) an hour.

E. Pay for teaching during planning time

In the event it becomes necessary for an elementary school teacher to give up planning time to serve as a substitute, the elementary teacher shall be paid at the rate of $37.50 an hour.

In the event it becomes necessary for a middle and high school teacher to serve as a substitute, the middle and high school teacher shall be paid $50 per class period. Substitute teaching during a teacher's plan period is considered an ancillary duty.

A teacher shall be paid $37.50 for the mornings and/or afternoons if they are receiving students for the plan period and/or if any additional students are added to a teacher's roster on a given day.

ARTICLE VII
SALARY, INSURANCE AND OTHER FRINGE BENEFITS

A. Salary

1. Teachers shall be paid a salary pursuant to the Appendix A, Gary Community School Corporation Compensation Model.

2. In addition to the salaries set forth above, the School Corporation shall pay on behalf of each teacher, the teacher's 3% ISTRF contribution.

3. Teachers shall receive pay for the following holidays: Labor Day (when school starts before or the day after Labor Day) Wednesday before Thanksgiving, Thanksgiving Day, Thanksgiving Friday, M.L. King's Birthday, Presidents' Day, Good Friday, Easter Monday and Memorial Day.

4. All teachers who attain National Board of Professional Standards Certification will receive a stipend in the amount of one thousand dollars ($1,000). These stipends will be paid during the term of the current Agreement. This stipend was bargained outside of the compensation model in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.

B. Insurance

1. Eligible Employees

   a. Each teacher who is employed for a contract year (Sept.- June) shall receive one (1) full year (September I through August 31) of health and life-insurance benefits.

   b. Any teacher hired during the contract year who has fulfilled contractual obligations and has been issued a contract for the year, shall have continuous coverage through August 31.

2. Gary Community School Corporation Basic Medical and Hospitalization Insurance

   a. The Gary Community School Corporation and The Gary Community School Corporation and the Gary Teachers Union, Local No. 4, AFT, hereby agree the School Corporation shall pay 85% annually toward the cost of a single or family membership in the Gary Community School Corporation Basic Medical and Hospitalization Insurance Plan. A teacher electing to participate in a single or family membership in the Gary Community School Corporation Basic Medical and Hospitalization

Insurance Plan shall pay 15% annually toward the cost of a single or family plan. plan.

b. The benefit year for the medical and hospitalization insurance shall commence on September 1 and cover the period through August 31 of the following calendar year. The premium year shall coincide with the base year in determining percent increases.

c. The base year shall be defined as January 1 through December 31 of any given year.

3. The School Corporation will provide Term Life insurance of $25,000 for each teacher. In addition, each teacher shall have the option of purchasing additional life insurance at a cost to the teacher equal to the prevailing rate per month per thousand dollars of additional term life insurance up to a maximum of $100,000.

4. Proof of Insurability

The School Corporation shall have, on file, an acknowledgment form for refusal of coverage which has been signed by the employee. The administration and the Union will jointly develop the form to be used for the purposes of this section.

New Employees: The School Corporation shall offer health and life once at the time of employment. Each teacher must apply for insurance (life and/or health) within thirty (30) days of date of hire as a regular teacher. Each teacher who applies for insurance after thirty (30) days must show evidence of insurability subject to the approval of the insurance company.

Current Employees: Current employees who are not now enrolled in the life and/or health insurance program and who apply for coverage at a later date shall show evidence of insurability, unless there is a qualifying event as defined in the policy issued by the carrier (i.e., marriage, divorce, adoption, layoff/involuntary termination, death or birth). Application for coverage must be made and received by the Corporation's Insurance Department within thirty (30) days of the event.

5. The School Corporation agrees to pay 85% annually toward the cost of membership in the group dental plan for every teacher that elects to participate. A teacher electing to participate in the group dental plan shall pay 15% annually toward the cost of the plan. .

6. A committee composed equally of representatives of the Union and the administration shall study the present insurance programs to explore the possibility of obtaining improved benefits through more efficient programs and to investigate competitive insurance carriers if a more competitive rate is provided by another acceptable insurance company. If it is determined that self-insurance for medical and hospitalization programs is more cost effective and efficient, a recommendation will be made to the Superintendent and the Union for implementation. Upon approval by both parties, the program shall be implemented. This committee will conclude its review by August 1, in any given year, but in any event the Committee will issue a report to the Union and the Superintendent concerning its study.

C. Continuation of Insurance

1. Teachers on an approved leave of absence for illness shall have the employer's share of their health, life and dental insurance premium paid by the Gary Community School Corporation for the duration of the illness. The employee's share, if any, will be paid directly to the Payroll Department for the Gary Community School Corporation.

   Said duration of illness shall be certified by a doctor's statement and shall be granted up to a maximum of nine (9) months.

2. The School Corporation shall administer the continuation of insurance pursuant to Federal Law (P.L. 99-272 COBRA).

D. Termination of Employment

1. Teachers who are terminated for cause (not including reduction in force) may continue their participation in the group health, life and dental insurance program and the School Corporation shall continue its contribution until thirty (30) days after termination.

2. Teachers who are terminated for reduction in force before October 15th deadline shall continue their participation in the group health, life, and dental insurance program up to December 31st and teachers who are terminated for reduction in force before the June 30th deadline shall continue their participation in the group health, life, and dental insurance program up to August 31st. Teachers who request and are granted a leave of absence may continue their participation in the group health, life and dental insurance program only to the extent the Teacher is on authorized leave. Nothing in this section is to be construed as eliminating any Teacher's obligation to pay their portion of any insurance premium as described in Article VII Section B(2a) in this agreement.

3. Teachers who retire or resign shall have the following continuation rights:

   a. Teachers whose retirement or resignation, becomes effective the last day of school may continue their participation in the group health, life and dental insurance program and the School Corporation will continue its contribution until the August 31 immediately following the end of the school year in which the teacher retires or resigns.

   b. Teachers whose retirement or resignation becomes effective before the end of the school year may continue their participation in the group health, life and dental insurance program and the School Corporation will continue its contribution until thirty (30) days after retirement/resignation.

   c. Teachers who retire or resign may not participate in the Group health, life and dental insurance program beyond the times outlined in a and b above.

E. Severance Pay

A one-time stipend payment shall be paid to a teacher in his/her last year of employment according to the following formula:

1. Teachers with 20 years or more of creditable service with the Gary Community School Corporation will receive a one-time stipend payment in their last year of employment equal to an amount determined by multiplying thirty dollars ($30.00) per day times the number of accumulated sick leave days. (See item below as it relates to accumulated sick leave days.)

2. In computing the severance pay described above, a maximum of seventy-five accumulated sick days will be utilized in the formula.

F. Terminal Retirement Pay - only for creditable service in the Gary Community School Corporation.

1. A teacher with twenty or more years of creditable service with Gary Community School Corporation will receive a one-time stipend of Five Thousand Dollars ($5,000) during the last year of employment prior to his/her retirement.

2. The teacher planning to return should notify the administration office in writing preceding the retirement to become effective at the end of the semester or at the close of the school year, so that the teacher's salary can be increased to meet this provision.

3. When teachers are forced into retirement as a result of ill health, accident or other unforeseen circumstances, the requirements of a written notice of intent to retire shall be waived and terminal pay benefits shall be paid in a lump sum upon the retirement of such teacher.

4. Any teacher who becomes disabled prior to age fifty (50), who meets the minimal creditable service requirements of twenty (20) years of teaching, and who is eligible for disability retirement, as determined by the Board of Trustees of the Indiana State Teachers Retirement Fund, shall also be eligible for terminal retirement benefits as outlined in this Section.

ARTICLE VIII
PAYROLL PROCEDURES

A. Teachers shall have the option of having the annual salary spread over twenty-six (26) bi-weekly payroll periods. A request for the 26-pay option shall be irrevocable for one (1) year.

B. The School Corporation agrees to provide a detailed accounting with each check issued to teachers, using the existing check forms. All employees are required to have direct deposit.

C. Supplemental Payment for Errors

1. A teacher who through no error of his/her own, receives less than the pay to which he/she is entitled on any payroll payment date shall receive a supplemental payment for the underpayment prior to the next regular payroll payment date provided he/she notifies the Payroll Department of the School Service Center before 12:00 noon of the next work day following the pay date on which the error was made.

2. A check in the amount of the underpayment will be available to the teacher at the Payroll Department no later than 12:00 noon of the second work day following the payroll date on which the error was made provided that any necessary changes in attendance records are authorized and verified in writing by the principal, department head or supervisor who signed the attendance authorization which needs correction.

3. A teacher who makes notification of the error later than 12:00 noon of the next work day following the date of the error shall have the necessary correction made on the next regular paycheck following the notification provided the necessary written verification has been received by the Payroll Department by the Monday preceding the pay date.

D. The School Corporation shall make payment, retroactive to the beginning of the contract year, for all errors discovered during the contract period.

E. At the time of employment, each teacher is required to file a W-4 form showing his/her Social Security number and number of dependents. The teacher can claim no more than the correct number of exemptions. However, the teacher who expects to owe more income taxes for the year than will be withheld if he/she claims every exemption to which he/she is entitled, may increase the withholding by claiming a smaller number of exemptions. If claiming no exemptions still does not result in enough withholding to meet income taxes due, the School Corporation will withhold the additional amount which is requested on the W-4 form by the teacher. This remains effective indefinitely unless a change is filed.

F. Tax-Deferred Annuities

1. We agree that some plan of deduction for the tax-deferred annuity for teachers be adopted.

2. In an effort to provide all teachers with maximum opportunity to participate in annuities, a committee of no more than three teachers, along with the Director of Business Services of the Gary Community School Corporation, shall continually review plans offered by several companies, in addition to the present carriers. The committee may recommend to the Emergency Manager additional plans or a change in plans.

G. Credit Union, Gary Educational Development Foundation, United Way, and other approved deductions, will be made from employees on a twenty-two (22) or twenty-six(26) pay option delivered direct deposit to the vendor. Those vendors who are not authorized to receive direct deposits will be issued a manual check.

H. The School Corporation agrees to continue the existing procedures whereby Union dues are deducted from the pay of teachers requesting it.

ARTICLE IX
CONFERENCES AND MEETINGS

A. Pay for Mutually Scheduled Meetings

When members of the bargaining unit are mutually scheduled by the Superintendent or his/her designated representative and the President of the Union to participate during work hours in conferences, meetings, or in negotiations, respecting this Agreement, they shall suffer no loss in pay.

ARTICLE X
CONFORMITY TO LAW-SAVING CLAUSE

A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

B. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or the IEERB, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement 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 Agreement, if not affected by the deleted article, section, or clause.

ARTICLE XI
DURATION OF AGREEMENT

This Agreement shall be effective as of **July 1, 2025,** and shall continue in effect through **June 30, 2027.** This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by written agreement of the parties.

This Agreement is subject to a re-opener by either side only on the matter of salary during the appropriate bargaining period for the second year of the Agreement.

The undersigned also attest to the following:

A public hearing (Pre-formal Bargaining Hearing) was held in compliance with I.C. & 20-29-6- 1(b) on September 22, 2026. Electronic participation was available.

A public meeting in compliance with I.C. 20-29-6-1(b) was held on October 27, 2026 to discuss the tentative agreement and electronic participation was available.

This Agreement was made and entered into at Gary, Indiana, on the ratification dates noted below by and between the Gary Community School Corporation and the Gary Teachers Union Local #4, AFT.

GARY COMMUNITY SCHOOL CORPORATION

Ratified by the School Board on November 12, 2026.

Michael Suggs, Board President

Shontrai Irving, Board Secretary

Dr. Yvonne Stokes, Superintendent

GARY TEACHERS UNION, LOCAL #4, AFT, AFL-CIO

Ratified by the Union on November 3, 2025.

GlenEva Dunham, President

Appendix A

GARY COMMUNITY SCHOOL CORPORATION

Teacher Compensation Model
Effective July 1, 2025

Salary Range: $50,883.68 - $81,662.44 prior to any increases being applied for the 2025-26 contract year. For the 2026-2027 school year, the salary range will be $57,000 – $83,200.

New Hire Salary Placement

For the 2025-2026 school year, the starting base salary for a new teacher with no teaching experience shall be $51,884.00.

Every effort will be made to hire new teachers at the district's current minimum base salary; however, new teachers to the district with or without prior teaching experience may be hired at rate either lower than or commensurate with their experience (compared to currently employed teachers), but within the current salary range for returning teachers, as determined in the Superintendent's discretion

Teachers without Professional Teaching Licenses

For new employees only, a teacher without a professional teaching license (e.g., emergency permit, alternate permit, transition to teach, etc.) will start at $49,000. Such employee will not be eligible for an increase to base salary until the employee obtains his/her professional teaching license.

2025 - 2026 Compensation Model

Eligibility Criteria

In order to receive any increase in base salary, a teacher must work at least one hundred twenty (120) days at Gary Community School Corporation.

Factors and Definitions for 2025 - 2026 School Year

Evaluation - The teacher received a highly effective or effective evaluation rating for the prior year.

Academic needs – The need to retain veteran teachers in the school corporation.

Instructional leadership – Teachers who receive a literacy endorsement on or before January 31, 2026.

Distribution Plan for 2025 - 2026 School Year

Evaluation = $500 increase to base salary

Academic needs - $1000 increase to base salary

Instructional Leadership - $250 increase to base salary.

Total possible increase to base salary is $1750; academic needs accounts for more than 10% of the increase (57%).

One-Time Stipend for Teachers at the Maximum Salary Cap for 2025-2026 School Year

The base salary of a teacher shall be capped at $83,200. Should the base increase amount exceed the salary cap of $83,200 in part or in total, those dollars will be paid to the teacher in the form of a one-time stipend.

Attendance Stipend

Every teacher that misses zero days per quarter will receive a stipend of $300; if a teacher misses one day per quarter, he/she will receive a stipend of $200.

Supplemental Payment

Eligible teachers will be given a stipend of $500 in December, and another stipend of $500 in May. Teachers must be employed at the time the stipend is distributed.

This supplemental payment is being unilaterally granted by the School Corporation as is permitted by IC 20-28-9-1.5(a). This supplemental payment has not been bargained but rather is included in this Contract for informational purposes only.

2026-2027 Compensation Model

Base Salary Increase

The parties affirmatively state that there will be no increase to starting teacher salary OR an increase to base salary for the 2026-2027 school year, except for those teachers who have obtained a literacy endorsement and have not already had an increase to their salary as a result of that obtainment.

Literacy Endorsement

An increase to base salary of $250 for any teacher who has obtained a literacy endorsement and has not previously received an increase to his/her base salary.

Stipend

Any teacher who, as a result of a School Corporation approved MOU with a university, teaches a dual credit course will receive a one-time payment of $500 paid on May 28, 2027.

Any teacher who teaches an AP course will receive a one-time payment of $250 paid on May 28, 2027

Supplemental Payment

Any teacher who has worked for the School Corporation for 120 days as of November 1, 2026 and was rated effective or highly effective on his/her last evaluation, will be eligible for a one-time

payment of $500. This payment will be issued on December 11, 2026, and the teacher must be employed by the school corporation at the time of issuance to receive said payment.

Any teacher who: (1) is fully and professionally licensed (no emergency, alternative or transition to teach permits); (2) has worked for the School Corporation for 120 days as of May 1, 2027 and (3) was rated effective or highly effective on his/her last evaluation, will be eligible for a one-time payment of $500. This payment will be issued on May 28, 2027, and the teacher must be employed by the school corporation at the time of issuance to receive said payment.

This supplemental payment is being unilaterally granted by the School Corporation as is permitted by IC 20-28-9-1.5(a). This supplemental payment has not been bargained but rather is included in this Contract for informational purposes only.

APPENDIX B
GARY COMMUNITY SCHOOL CORPORATION
FLAT RATE PAY SCHEDULES
2025 -2027

The term "Pooled" when referenced in this Appendix means the total amount of money available for the hiring of a coach (or coaches) for a specific sport or activity listed. In no case will the School Corporation be responsible for paying an amount that exceeds the Pooled amount for a specific sport. In the case of sports that can be specifically delineated by gender, the "Pooled" amount will represent the total amount available, separately for a coach (or coaches) that cover the identified sport separated by gender classification. In that instance, the Pooled amount indicated will be applied equally between both male and female sports respectively.

To the extent that the number of positions is listed in this Appendix, it is for informational purposes only and was not bargained.

ATHLETICS

High School

Baseball	Head	$ 4,500.00
	Assistant (Pooled)	$ 2,500.00
Basketball	Head	$ 8,500.00
	Assistant (Pooled)	$ 10,000.00
Girls' Basketball	Head	$ 8,500.00
	Assistant (Pooled)	$ 10,000.00
Cheerleading	Head	$ 4,000.00
Cross Country	Head (Pooled)	$ 3,000.00
	Assistant (Pooled)	$ 1,000.00
eSports	Head (Pooled)	$ 1,500.00
Flag football	Head (Pooled)	$ 2,000.00
Football	Head	$ 8,500.00
	Assistant (Pooled)	$14,000.00
Golf	Head (Pooled)	$ 2,200.00
Softball	Head	$ 4,500.00
	Assistant (Pooled)	$ 2,000.00
Swimming	Head (Pooled)	$ 4,000.00
	Assistant (Pooled)	$ 2,000.00
Tennis	Head	$ 3,000.00
	Assistant (Pooled)	$ 1,000.00

Track	Head (Pooled)	$ 5,000.00
	Assistant (Pooled)	$ 3,500.00
Volleyball	Head	$ 4,000.00
	Assistant (Pooled)	$ 2,500.00
Wrestling	Head	$ 4,500.00
	Assistant (Pooled)	$ 2,000.00
Girls' Wrestling	Head	$ 4,500.00
	Assistant (Pooled)	$ 2,000.00
Middle School		
Basketball	Pooled	$ 4,000.00
Cheerleading		$ 1,000.00
Cross Country	Pooled	$ 1,500.00
eSports	Pooled	$ 1,000.00
Football	Pooled	$ 4,000.00
Track	Pooled	$ 2,000.00
Volleyball		$ 1,500.00
Elementary School		
Basketball	Pooled	$ 2,000.00
Cheerleading		$ 600.00
Special Olympics		$ 700.00
Track		$ 1,000.00

MUSIC

High School

Band & Orchestra	Director	$ 3,500.00
Majorette Coach		$ 1,000.00
Choral Director		$ 3,000.00

Middle School

Band & Orchestra	Director	$ 1,800.00
Choral Director		$ 1,800.00

ACADEMICS

High School

Academic Superbowl	$ 1,000.00
Spell Bowl	$ 1,000.00
Student Council (2)	$ 1,500.00
Honor Society	$ 750.00
Class Sponsors (4)	$ 750.00
Newspaper	$ 500.00
Yearbook	$ 1,500.00
Speech and Debate	$ 2,500.00
Science Olympiad	$ 1,000.00
Robotics/Lego Club	$ 1,500.00
Chess Club	$ 500.00
Black History Superbowl	$ 500.00
STEM	$ 1,000.00
ROTC	$ 600.00

Middle School

Spell Bowl Competition	$ 750.00
Student Council	$ 750.00
Honor Society	$ 500.00
Newspaper	$ 500.00
STEM	$ 750.00
Science Olympiad	$ 750.00

Elementary School

Speech Contest	$ 500.00
Spelling Bee Competition	$ 500.00
Student Council	$ 500.00

ARTS

High School

Dance Club Sponsor	$ 2,500.00
Drama Club Sponsor	$ 2,500.00

Middle School

Dance Club Sponsor	$ 1,000.00
Drama Club Sponsor	$ 1,000.00

Elementary School

Dance Club Sponsor	$ 600.00