COLLECTIVELY BARGAINED

AGREEMENT

Between the

BOARD OF SCHOOL TRUSTEES OF PAOLI COMMUNITY SCHOOL CORPORATION

And the

PAOLI CLASSROOM TEACHERS ASSOCIATION

2026-2027

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ARTICLE I – INTRODUCTION

A. Parties

This agreement is entered into by and between the Board of School Trustees of the Paoli Community School Corporation and the Paoli Classroom Teachers Association.

B. Recognition and Composition of Bargaining Unit

The Board of School Trustees of the Paoli Community School Corporation hereby recognizes the Paoli Classroom Teachers Association as the exclusive representative and bargaining agent for the bargaining unit comprised of all certificated employees except the following:

Superintendent, Assistant Superintendent, High School Principal, Athletic Director(s), Elementary Principal, High School Assistant Principal, Elementary Assistant Principals, and Elementary School Administrative Assistant.

C. Definitions

1. The terms "Corporation," or "Board" shall refer to the Board of School Trustees or any person authorized to act on its behalf.
2. The terms "Teacher" or "Employee" shall refer to all members of the bargaining unit recognized in Article I (B).
3. The term "CTA" shall refer to the Paoli Classroom Teachers Association.
4. The term "parties" shall refer to the Board/School Corporation (and/or its agents) and the Exclusive Representative/Association (and/or its agents).

D. Interpretation: Number of Contract Days for Reference Purposes Only

Any and all reference to the number of contract days within this agreement shall be for reference purposes only. The number of contract days is not a bargained subject pursuant to Indiana Code.

ARTICLE II – SALARY/WAGES

A. Compensation

1. Salary Range: The 2026-2027 salary range shall be $45,000-$74,150 not including raises for the 2026-2027 school year. Compensation will be bargained at the expiration of every contract. Any teacher working less than full-time will receive a pro-rated amount. The new salary range for the 2026-2027 school year with increases will be $45,000-$75,400.
    a. Previous military service of a new hire shall result in credited experience as follows: One (1) year for every four (4) years of military service only to veterans who took the Oath of Allegiance, wore the uniform, served in either combat or non-combat units of a branch of the United States Armed Services and were honorably discharged. No credit previously given in this system for military service shall be reduced as a result of this agreement.
    b. A retired teacher hired back on a part time basis, would be compensated at the same rate they earned when they retired, pro-rated. Part-time is defined as one-half (1/2) day or less.

B. Other Salary Items

1. The Corporation shall pay the Teachers' contribution of three percent (3%) of each Teacher's salary, Co-Curricular pay and Extra-Curricular pay to the Indiana State Teachers' Retirement Fund (ISTRF).
2. The Paoli Community School Corporation will ask for volunteers when a need arises for a teacher to become credentialed for dual credit, AP, high ability, or other areas which fall under academic needs of students. If necessary, an application process will be used. Paoli Community School Corporation will provide payment in an amount up to $1,500 per academic year for completion of classwork. If a teacher takes more than 3 hours of approved course work in any one year, the additional hours may accumulate so that he/she will be reimbursed for tuition for a maximum of three more years A passing grade and prior approval is needed from the superintendent for each class for the teacher to receive payment. Paoli Community School Corporation will require a five-year commitment after obtaining certification in working for the district or the teacher will be responsible for repaying the corporation any payment received under this provision. For tuition reimbursement, a teacher needs to turn in proof of payment and credit for the class by July 31st. Teachers will receive reimbursement no later than August 31st.
3. Basic salaries for Teachers shall be paid in twenty-six (26) equal payments through direct deposit or manual paychecks. Teachers shall receive their direct deposit advice or manual paychecks on regular school days every two (2) weeks unless other arrangements are made by the Teacher. In the event a school holiday falls on a payday, Teachers' payments shall be processed as usual, without their manual paychecks on the first business day following the school holiday. During summer break, each direct deposit advice or manual paycheck, other than for summer school Teachers, shall be provided at regular two (2) week intervals to the Teacher.
4. Extra duty assignments set forth in ARTICLE II-C and ARTICLE II-D shall be compensated in accordance with the provisions of this Contract without deviation.
5. SEMESTER LEAVE STIPEND: Teachers contracted for an entire school year who use zero (0), one half (1/2) or one (1) total leave or accumulated sick day shall receive Five Hundred Dollars ($500.00) in the form of a stipend included in their paycheck. Teachers who use more than one (1) but no more than three (3) total leave or accumulated sick days each semester shall receive Two Hundred Fifty Dollars ($250.00) in the form of a stipend. First semester stipends will be paid no later than February 1st. Second semester stipends will be paid no later than August 1st. Unused days shall also be allowed to accumulate as outlined in ARTICLE III, Section A. Teachers with contracts less than an entire school year, but which extends to the end of the school year, will be eligible for the aforementioned additional pay but it shall be pro-rated at the same percentage as their allotted leave days and contracted days.
6. The cost of physical examinations, laboratory tests, x-rays, and diagnostic data required by Indiana law in order for a Teacher to perform their contractual duties shall be paid by the Corporation.
7. The Corporation shall continue in force the excess One Million Dollar ($1,000,000.00) liability insurance policy which covers Teachers in case of suit arising from or in the performance of their duties.
8. The Corporation shall provide a preliminary consultation with the school attorney for a Teacher who has been assaulted during the performance of his or her assigned duties with respect to the Teacher's rights and responsibilities concerning such assault.
9. It is recognized that there may be times when the absence of a Teacher will cause the reduction of the contracted salary payment to such Teacher. Deductions, when required for a Teacher, for daily

absences shall be calculated on a daily rate basis (annual school year salary including extra duty pay divided by contracted days.)

10. Teachers that teach at least one Dual Credit, Advance Placement Course, or teach a High Ability class, teacher of record for special education students in addition to teaching in a regular classroom will receive a payment in the amount of One Thousand Five Hundred Dollars ($1,500). The teacher must have the proper credentials to receive the payment. Teachers will be paid in a lump sum the first paycheck in June.
11. The Board, Superintendent, or Principals may assign a mentor for each teacher with less than five (5) years of experience when hired by the corporation. If funding is available for a teacher mentor program, the mentoring teacher will receive an equal share of the funding up to a maximum stipend of One Thousand Five Hundred Dollars ($1,500). The mentoring program will be funded with Title funds. The program will only be offered when funds are available.
12. Teachers with a literacy endorsement added to their teaching certificate will receive a salary differential in the amount of $150.

C. Co-Curricular Pay Schedule

CATEGORY I SALARY: $6300
Band Director

CATEGORY II SALARY: $1477
F.F.A. Co-Sponsors
National Honor Society Sponsor
School Improvement Chair
Junior Class Sponsors
Senior Class Sponsors
Marketing Chair/School Webmaster
Early College Leadership Team

CATEGORY III SALARY: $1214
High School Student Council Sponsor
Junior High Academic Coach
Post Prom Sponsor
JH/HS Choral Director
JH/HS Department Chair
Dramatics Coach
Elementary Grade Level Department Chair
Virtual & Accountability Coordinator

CATEGORY IV SALARY: $735
Dance Team Coach
Digital Media Club Sponsor
Booster Club Sponsor
Junior High Booster Club
Junior High Student Council Sponsor
Ram Unified
National Junior Honor Society
Safety Specialist
Throop Testing Coordinator
Jr/Sr High Testing Coordinator

CATEGORY V SALARY: $562
Junior High Science Club Sponsor
Elementary Student Council Representative
Paolite Sponsor
F.C.C.L.A. Sponsor
S.A.D.D. Sponsor
JH "Just Say No" Club Sponsor
Spanish Club Sponsor
Hillcrest Sponsor
Tri-Hi-Y Sponsor
Elementary Robotics
Fellowship of Christian Athletes HS

CATEGORY VI SALARY: $296
Art Club Sponsor JH/HS
Art Club Sponsor Elem
Elementary Spell Bowl Coach
Elementary Choir Director
Elementary S.A.D.D. Sponsor
Junior High Spell Bowl Coach
Elementary Math Coach
Masque & Gravel Club Sponsor
Elementary Science Club Sponsor
Quill & Scroll Club Sponsor
Games Club Sponsor

Fellowship of Christian Athletes JH
High School Academic Coach
Science Club Sponsor
Service Day Chairman
Junior-Senior High School STEM Club Sponsor
Super Mileage Club Sponsor

D. Extra-Curricular Pay Schedule

E. ARCHERY

Head Coach	$2500
Assistant Coach	$1000

BASEBALL/SOFTBALL

Head Coach	$4377
JV Coach	$2165
Asst. Coach	$2165
Jr. High Coach	$1536

BASKETBALL

Head Coach	$8,600
JV Coach	$3923
Asst. Coach	$3593
"C" Team	$2758
Jr. High Coach	$2311
Elem. Coach	$1086

CHEERLEADING

Varsity	$2706
Jr. High Coach	$881
Elem. Coach	$718

CROSS COUNTRY

Head Coach	$3241
Jr. High Coach	$1093

FOOTBALL

Head Coach	$8,600
Head Asst. Coach	$3656
Asst. Coach	$3,572
Jr. High	$2630
Jr. High Asst. Coach	$1955

GOLF

Head Varsity	$2907
Junior High	$1044

WRESTLING

Head Coach	$3605
Asst Varsity & JV	$1720
Junior High	$1424

TRACK

Head Varsity	$3359
Asst. Coach	$1720
Jr. High Coach	$1424
Jr. High Coach	$888

VOLLEYBALL

Head Coach	$5522
JV/Assistant	$3044
Asst. Coach	$3044
Jr. High Coach	$1814
Elem. Coach	$815

TENNIS

Head Coach	$2274
Jr. High Coach	$886

ARTICLE III – WAGE/SALARY-RELATED BENEFITS

A. SEVERANCE PAY

After ten (10) years continuous service in the Corporation and upon retirement after attaining at least the age of fifty (50) years, a Teacher shall receive the current rate of pay for substitute teachers for unused sick leave days accumulated in the Corporation up to a maximum of two hundred eighty (280) days.

In the event that a Teacher has been in the Corporation for at least ten (10) years and has attained at least the age of fifty (50) years, and who upon retirement has not accumulated sufficient sick days, then such Teacher shall be guaranteed a minimum severance pay of Seven Hundred Fifty Dollars ($750.00).

If severance pay for a Teacher is Two Thousand Dollars ($2,000.00) or less, the amount of severance pay owed shall be paid directly to the Teacher in one (1) installment prior to June 30th of the year of retirement. If severance pay for a Teacher exceeds Two Thousand Dollars ($2,000.00), said severance pay shall be paid as follows: The first Two Thousand Dollars ($2,000.00) shall be paid directly to the Teacher prior to June 30th of the year of retirement. All remaining benefits shall be paid to the individual's Post Separation 403(b) Plan in two (2) equal installments, with the first installment being paid no later than July 15th of the year of retirement and the second installment being paid the following calendar year no later than February 15th.

In the event of the death of a Teacher with at least ten (10) years of service in the Corporation, and after attaining at least the age of fifty (50) years, severance benefits that have been earned by said Teacher shall be paid to his/her beneficiary as legally entitled. In the event of the death of a Teacher less than the age of fifty (50) years but with at least ten (10) years of service in the Corporation, the Corporation will pay said Teacher's beneficiary for all unused Leave Days up to the maximum listed in this section and at the per day rate listed in this section. If the total amount is Two Thousand Dollars ($2,000) or less, the payment shall be paid directly to the beneficiary within one hundred twenty (120) days from the date of death. If the total amount exceeds Two Thousand Dollars ($2,000), two installments shall be paid to the beneficiary as follows: The first installment of Two Thousand Dollars ($2,000) shall be paid within one hundred twenty (120) days and the remaining amount shall be paid within two hundred fifty (250) days of the first installment.

To qualify for severance pay, a Teacher shall, no later than the last day of the school year preceding the beginning of the first school year of the Teacher's retirement, give notice in writing to the Superintendent, of the Teacher's intention to retire. To receive severance pay a Teacher must complete the school year preceding retirement. This restriction may be waived for health reasons.

Paoli Community School Corporation will purchase unused sick leave above the maximum. Teachers with less than One Hundred Seventy-Five (175) days will stop accumulating days at One Hundred Seventy-Five (175). Days above One Hundred Seventy-Five (175) will be purchased annually at the rate of pay for a substitute. Two Hundred Eighty (280) days is the maximum amount the Corporation will purchase. Deposits will be completed by June 30th. Teachers above the One Hundred Seventy-Five (175) maximum will have their current total grandfathered and will receive payment above the number of days currently held on November 15, 2025. A teacher who receives the June 30th payment for unused sick days and terminates employment, for any reason, before completing the following contract year, shall repay Paoli Community School Corporation the full amount received for those unused days within ninety (90) days of his/her separation of employment.

B. MEDICAL INSURANCE

1. Effective November 1, 2025, the Corporation shall contribute for each participating Teacher up to Six Hundred Sixteen Dollars and Twenty-Five Cents ($616.25) per month toward the cost of the single plan. The Corporation contribution annually for a single plan is Seven Thousand Three Hundred Ninety-Five Dollars ($7395).

   Effective November 1, 2025, the Corporation shall contribute for each participating Teacher up to One Thousand Thirty-Six Dollars ($1036.10) per month toward the cost of any other plan. Annual contribution will be Twelve Thousand Four Hundred Thirty-Three Dollars and Twenty cents ($12,443.25) toward the cost of any other plan. The Corporation shall contribute One Thousand Five Hundred Ninety-Three Dollars and Forty-Two Cents ($1,593.42) monthly or Nineteen Thousand One Hundred Twenty-One Dollars ($19121) annually for each participating couple with dependents when husband and wife both work for the Corporation. The Corporation shall contribute the following for each husband or each wife per month when there are no dependents and the husband and wife both work for the Corporation:

   Health Savings Account $525 per month

2. All Teachers (including part-time Teachers whose Contract is three-sevenths (3/7) of a day or more) shall receive full Corporation contribution for life insurance, vision insurance and income protection or LTD insurance. Part-time Teachers (whose Contract is three-sevenths (3/7) of a day or more) shall receive pro- rata Corporation contribution for health and dental insurance. Any Teacher employed by the Corporation whose regular contract is for less than three-sevenths (3/7) of a day (.4286 Full Time Equivalency) shall not be eligible for any insurance benefits provided by the Corporation.

3. Each participating Teacher shall contribute at least One Dollar ($1.00) annually toward the cost of the insurance program.

4. Teachers on non-paid leave for one (1) month or longer shall have the option to continue in any or all of the insurance programs by paying the entire amount of each monthly premium themselves. The check for each monthly premium shall be made payable to the insurance carrier and delivered to the Superintendent's office at least five (5) days prior to each monthly billing date. (The billing date is always one (1) month in advance of the month of actual coverage.)

5. Teachers who retire from the system, who do not qualify for Early Retirement, shall be given the option of remaining in the Corporation's group insurance programs if such participation is permitted by the insurance carrier. They shall pay their share of their premiums directly to the insurance carrier or to the Corporation, whichever is applicable. If a teacher fails to make a payment three consecutive months, the Corporation may terminate coverage, and the teacher may not be allowed to continue to participate.

6. If a certified employee terminates coverage on the School Corporation's Health Insurance program post-retirement, he/she cannot re-enroll in the program at a later date.

7. When refunds by insurance companies are made on Teacher related policies, such refunds shall be kept separate from other school funds and shall be returned to the Teachers who paid the premiums on a pro rata basis. The administration shall notify the CTA when such refunds are forthcoming.

8. If a teacher does not participate in the health insurance program offered by the Corporation, he/she will receive a $500 stipend by June 30th of each year. If both the husband and wife work for Paoli Community Schools, this benefit does not apply.

C. LIFE INSURANCE

Term life insurance of One Hundred Thousand Dollars ($100,000.00), (Two Hundred Thousand Dollars ($200,000.00) accidental death) shall be made available to each participating Teacher. The total premium shall be paid by the Corporation. It is understood and agreed to that all Teachers who are still actively teaching at age seventy (70) and beyond will have a Thirty-Five Percent (35%) reduction in the life insurance benefits that are spelled out in this Contract.

D. DENTAL INSURANCE

The Corporation shall contribute for each participating Teacher up to Fifteen Dollars ($15.00) per month toward the cost of the Corporation's core and high single plans and up to Twenty Dollars ($20.00) per month toward the costs of the Corporation's core and high employee/children, employee/spouse, and family plans. In the event that both husband and wife are employed by the Corporation and choose a family plan, the Corporation shall contribute up to Forty Dollars ($40.00) per month for participating couples toward the cost of the core or high family plan. The carrier and the plan shall be mutually agreed upon between the Corporation and the CTA.

E. VISION INSURANCE

The Corporation shall fully pay for each participating Teacher the cost of single or family plan vision insurance. The current plan shall include:

1. Wholesale frame allowance of Forty-Five Dollars ($45.00)
2. Deductible of Ten Dollars ($10.00)/Fifteen Dollars ($15.00)

F. LTD INSURANCE

The Corporation shall fully pay for each participating Teacher the premium for the Income Protection Insurance. The waiting period shall be one hundred eighty (180) days. It is understood that the plan in effect will not integrate with Teacher's Retirement Disability Benefits that a Teacher may be receiving from the Indiana State Teachers' Retirement Fund.

G. SECTION 125

The Phase I benefits provided to Teachers by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. The Phase II benefits provided to Teachers by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting. The School Corporation shall pay the initial and annual setup fees. Participating Teachers shall pay the monthly administration fee.

H. RETIREMENT ACCOUNTS, CONTRIBUTIONS & DEDUCTIONS

For reference purposes within this section:

- *"0506 Teacher" shall mean a teacher hired prior to, or during, the 2005-2006 school year*
- *"0607 Teacher" shall mean a teacher hired or re-hired after the 2005-2006 school year*

1. **Post-Separation 403(b) for 0506 Teachers**

   a. HIRED PRIOR TO, OR DURING, THE 2005-2006 SCHOOL YEAR with at least eighteen (18) years of total teaching experience, of which at least ten (10) are continuous years of service

in the School Corporation, a Teacher who is between the age of fifty-five (55) years and eligibility for full Social Security benefits, is eligible for Post-Separation 403(b) benefits. Effective September 1, 2002, the Corporation will pay the retiree according to the table below (one payment per month by the 15th of each month) beginning the month of July following his/her retirement from the Paoli Community School Corporation and continuing for a maximum of sixty (60) months between age fifty-five (55) through the month of the retiree's eligibility for full Social Security benefits. The benefit described in this paragraph shall be paid to the individual's Post-Separation 403(b) Plan. This amount will remain constant for each retiree and will not increase throughout the retiree's retirement years. In addition the Corporation shall pay, on behalf of the retiree, One Hundred Percent (100%) of what the Corporation contributes towards actively employed Teachers of the cost of the insurance package chosen by said Teacher each year through the month the retiree qualifies for Medicare.

Number of Months From July 1st Following Date of Retirement Until Eligible for Full Social Security Benefits	Monthly Payment	Number of Months
84 or more	$791	60
61-83	*	60
60 or less	$565	60 or until eligible for full Social Security, whichever is less

*Monthly benefit calculated by using the following formula:
$565 x number of months from July 1st following date of retirement until eligible for full Social Security ÷ 60.

*EXAMPLES: Teacher #1 qualifies for the Post-Separation 403(b) benefit and has 65 months from July 1st following date of retirement until eligible for full Social Security benefits. The benefit for Teacher #1 would be calculated as follows: $565 * 65 / 60 ($612 for 60 months). Teacher #2 qualifies for the Post-Separation 403(b) benefit and has 33 months from July 1st following date of retirement until eligible for full Social Security benefits. Teacher #2 is entitled to receive a monthly benefit of $565 for 33 months.*

b. It is hereby understood and agreed to that the School Corporation's contribution towards severance pay, Post-Separation 403(b) benefits, and insurance for a Teacher who has not taught full-time (1.0000 F.T.E.) in the Paoli Community School Corporation for a minimum of twenty-five (25) years shall be based upon the Teacher's Average Full-Time Equivalency (F.T.E.) for the total number of years he/she taught.

EXAMPLE: A Teacher who taught full-time (1.0000 F.T.E.) for twenty (20) years and three (3) periods per day (3/7 = 0.4286 F.T.E.) for three (3) years would have an Average F.T.E. of 0.9255.

1.0 F.T.E. x 20 years = 20.0000 F.T.E.
0.4286 F.T.E x 3 years= + 1.2858 F.T.E.
= 21.2858 Total F.T.E.
21.2858 Total F.T.E.
23 = 0.9255Average F.T.E.

c. In the event of the death of a retiree still receiving monthly benefits from the School Corporation, the teacher's beneficiary shall receive all remaining benefits. The beneficiary may elect to continue to receive monthly payments or opt to have a one-time lump sum payment,

less FICA sent to the single investment vendor for the Post Separation 403b plan that the PCTA and Corporation mutually agreed upon.

The payments will be paid directly, less FICA* to the retiree's beneficiary or sent to the single investment vendor for the Post Separation 403 (B) plan chosen by mutual agreement between the Corporation and PCTA.

d. The retiree's share of the insurance (health, dental, vision and life) premiums will be deducted from the Post-Separation 403(b) payments and not paid in advance by the retiree.

e. Immediately following retirement, the certified employee and his/her spouse if any, shall have the option of continuing to participate in the School Corporation's Health, Dental, or Vision Insurance Program(s), provided all the following conditions are met as of the date of retirement and thereafter: The certified employee was enrolled in the School Corporation's Health, Dental, or Vision Insurance Program(s) during the school year immediately before the severance of employment. The certified employee must remain enrolled in the School Corporation's Health, Dental, and Vision Insurance's program until reaching eligibility for Medicare and keep current with payments; If a certified employee terminates coverage on the School Corporations Health, Dental, or Vision programs post retirement, he/she will not be able to re-enroll in these programs at a future date.

NOTE: In order for the spouse to be allowed to remain in the insurance programs in the event of the retiree's death, written notification of intent to retire cannot be submitted earlier than July 1st of the year prior to the intended retirement. Furthermore, "dependent children" status shall be determined in accordance with the provisions of the insurance carriers.

f. In the event the retiree's spouse is younger than the retiree at the time the retiree reaches the age of qualifying for Medicare benefits, thus terminating the retiree's eligibility for coverage in the medical insurance program, said spouse may continue single coverage in the medical insurance program until he/she reaches the age of qualifying for Medicare benefits by paying One Hundred Percent (100%) of the insurance premium.

g. Both parties agree to re-open the Post-Separation 403(b) and severance portions of this Contract, if necessary, due to changes in rulings regarding tax laws.

2. **Supplemental 401(a) Annuity for 0506 Teachers**

a. The School Corporation shall establish a qualified retirement plan as described in Section 401(a) of the code.

b. For all Teachers EMPLOYED DURING THE 2005-2006 SCHOOL YEAR, the Corporation agrees to contribute an amount equal to One Percent (1%) of each Teacher's Contract salary into each individual's separate 401(a) account each year. This Contract salary is the Teacher's base salary and does not include pay for extended contracts, ECA, or other payments. The Corporation shall make equal monthly contributions throughout the school year and will complete its contributions on or before August 1st of each succeeding year. There will be no commingling of accounts and each Teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan. Teachers retiring at the end of 2005-2006 only may elect to have such deposits made to their individual Post-Separation 403(b) accounts.

c. The single investment vendor for the 401(a) Plan shall be chosen by mutual agreement between the Corporation and the CTA. There shall be no cost to the Paoli Community School Corporation to administer this program.

d. Each bargaining unit member eligible for this plan shall be One Hundred Percent (100%) vested immediately.

e. EXCLUSION: Teachers hired after the 2005-2006 school year shall not be eligible for the Post-Separation 403(b) payments or Corporation contributions to insurance in retirement outlined in section H.1. However, such Teachers may be eligible for the same level of participation in the insurance plans as outlined under section H.1. during retirement by paying the entire premiums.

3. **Retirement Savings 401(a) Plan for 0607 Teachers**

a. The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code.

b. For all Teachers HIRED OR RE-HIRED AFTER THE 2005-2006 SCHOOL YEAR, the Corporation agrees to contribute an amount equal to One Percent (1%) of each eligible Teacher's Contract salary into each individual's separate 401(a) account each year. This Contract salary is the Teacher's base salary and does not include pay for extended contracts, ECA, or other payments. The Corporation shall make equal monthly contributions throughout the school year and will complete its contributions on or before August 1st of each succeeding year. There will be no commingling of accounts and each Teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.

c. The single investment vendor for the 401(a) Plan shall be chosen by mutual agreement between the Corporation and the CTA. There shall be no cost to the Paoli Community School Corporation to administer this program.

d. Each bargaining unit member shall be One Hundred Percent (100%) vested upon the completion of five (5) years of continuous service with the Paoli Community School Corporation. Authorized leaves of absence shall not be considered a break in continuous employment. A Teacher who is not fully vested in this program and who voluntarily resigns or is terminated shall forfeit any non-vested amounts and shall not retain any partial vesting rights if ever rehired by the Corporation. The forfeited amounts shall be placed in a forfeiture account controlled by the School Corporation. The School Corporation shall use the funds in said forfeiture account to fund future retirement obligations.

4. **Retirement Savings VEBA Plan for 0607 Teachers**

a. The School Corporation shall contribute to a Voluntary Employee's Beneficiary Association (VEBA) as described in section 501(c)(9) of the Code.

b. For all Teachers HIRED OR RE-HIRED AFTER THE 2005-2006 SCHOOL YEAR, the Corporation agrees to contribute an amount equal to One Percent (1%) of each eligible Teacher's Contract salary into each individual's separate VEBA account each year. This Contract salary is the salary stated in the state-approved Teacher contract and does not include pay for extended contracts, ECA, or other payments. The Corporation shall make equal monthly contributions throughout the school year and will complete its contributions on or before August 1st each succeeding year. There will be no commingling of accounts and each Teacher may determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA plan.

c. It is understood and agreed to that in addition to the Retirement Savings VEBA Plan for 0607 benefits spelled out herein, said retiring Teacher shall also receive the severance pay benefits that Teacher is entitled to receive.

d. The single investment vendor for the VEBA plan shall be chosen by mutual agreement between the Corporation and the CTA. There shall be no cost to the Paoli Community School Corporation to administer this program.

e. The funds deposited to the individual's Retirement Savings VEBA Plan for 0607 Teachers account shall be controlled exclusively by the individual and any costs associated with maintaining said accounts shall be borne by the individual.

f. Each bargaining unit member shall be One Hundred Percent (100%) vested upon the completion of five (5) years of continuous service with the Paoli Community School Corporation. Authorized leaves of Absence shall not be considered a break in continuous employment. A Teacher who is not fully vested in this program and who voluntarily resigns or is terminated shall forfeit any non-vested amounts and shall not retain any partial vesting rights if ever rehired by the Corporation. The forfeited amounts shall be placed in a forfeiture account controlled by the School Corporation. The School Corporation shall use the funds in said forfeiture account to fund future retirement obligations.

g. To qualify for Retirement Savings VEBA Plan for 0607 benefits, a Teacher shall, no later than the last day of the school year preceding the beginning of the first school year of the Teacher's retirement, give notice in writing to the Superintendent of the Teacher's intention to retire. To receive Retirement Savings VEBA Plan for 0607 benefits, a Teacher must complete the school year preceding retirement. The Superintendent may waive notice for early retirement.

h. After giving the School corporation official written notification og his/her intent to take retirement, and in the event the retiree dies before reaching the age of being eligible for Medicare, the retiree's spouse and dependent children shall be allowed to remain in the School Corporation's health, dental, and vision insurance plans until said spouse reaches the age of being eligible for Medicare, with the spouse paying One Hundred Percent (100%) of the insurance premiums. It is understood and agreed that at the time of death of the retiree, his/her spouse and dependents are frozen in coverage and no new participants (new spouse and/or new dependent children) can be added to the insurance plans in effect at the time of the retiree's death.

i. In the event of the death of a Teacher who has met all qualifications for Retirement Savings VEBA Plan for 0607 Teacher qualifications but has not announced his or her retirement from teaching, the surviving spouse shall be allowed to maintain the health insurance plan of the deceased Teacher until the surviving spouse reaches the age of qualifying for Medicare benefits by paying One Hundred Percent (100%) of the insurance premium.

j. Immediately following retirement, the certified employee and his/her spouse if any, shall have the option of continuing to participate in the School Corporation's Health, Dental, or Vision Insurance Program(s), provided all the following conditions are met as of the date of retirement and thereafter: The certified employee was enrolled in the School immediately before the severance of employment. The certified employee must remain enrolled in the School Corporation's Health, Dental, and Vision Insurance's program until reaching eligibility for Medicare and keep current with payments; If a certified employee terminates coverage on the School Corporation's Health, Dental, or Vision programs post-retirement, he/she will not be able to re-enroll in these programs at a future date.

I. DEDUCTIONS

The Teacher shall provide a written authorization to the Superintendent of Schools during the month of August, requesting deduction from the salary of such Teacher for the purpose of having the School

Corporation make remittances under section 403(b) of the Internal Revenue Code as a Section 501(c)(3) Employer. Changes may be requested, in the form of a written authorization to the Superintendent of Schools, during the month of January each year. Such authorization shall be for an amount divisible by twelve (12) or twenty-four (24), and the Corporation shall thereafter make periodic remittances to the 403(b) Plan selected on the basis of equal twelve (12) or twenty-four (24) installments. All provisions required by statute or IRS regulations shall be applicable.

J. LEAVES OF ABSENCE

1. LEAVE DAYS

Teachers shall be allocated seventeen (17) leave days each year of employment with Corporation if contracted for 185 days. Annual, allocated leave days shall be pro-rated if contracted less than 185 days. Accumulated days and other leave day stipulations are as follows:

a. Teachers on a nine (9) month continuous Contract shall receive seventeen (17) leave days per year and shall be allowed to accumulate such days up to three hundred (300) days. Any days above the maximum allowance will be added to the sick bank when deducted from the teacher's accumulation.

b. Teachers on a ten (10) month continuous Contract shall receive seventeen (17) leave days per year and shall be allowed to accumulate such days up to three hundred ten (310) days.

c. Teachers on an eleven (11) month continuous Contract shall receive eighteen (18) leave days per year and shall be allowed to accumulate such days up to three hundred twenty (320) days.

d. Teachers on a twelve (12) month continuous Contract shall receive nineteen (19) leave days per year and shall be allowed to accumulate such days up to three hundred thirty (330) days.

e. Accumulated days shall be designated as sick leave days. If the 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.

f. In the event any Teacher shall have accumulated sick leave in another School Corporation of this State and shall thereupon become employed in the Paoli Community School Corporation, then there shall be transferred up to five (5) days of sick leave for the first year, and for each succeeding year of such employment, up to three (3) 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.

g. A Teacher shall, upon written request, receive a written accounting of accumulated sick leave.

h. In the event any Teacher shall be absent from work on account of illness or quarantine for more than five (5) consecutive school days, that Teacher shall supply to the Corporation, upon request, a statement for a licensed physician of the Teacher's choice, setting forth the reason for the absence of the Teacher and the expected duration of the absence. In the event of a lengthy absence by a Teacher, said Teacher shall not be required to submit more than one (1) such statement as long as the reason for the absence remains the same as in the first statement, and the absence does not exceed the expected duration.

i. Annual leave days may be used on a one-half (1/2) day basis. Accumulated Sick Leave may be used on a one-half (1/2) day basis and may be used for medical or dental appointments. Teachers who are currently at the maximum sick leave accumulation shall still receive the annual allotment of leave days per school year.

EXAMPLE: If the maximum sick leave accumulation is three hundred (300) days and a Teacher already has reached the maximum of three hundred (300) days, the Teacher is still entitled to

the annual allotment of seventeen (17) days. This means the Teacher could use seventeen (17) leave days during the school year and would still be at the maximum of three hundred (300) days. If this same Teacher used only five (5) leave days during the school year, the Teacher would end the school year with an accumulation of three hundred (300) days, with the twelve (12) unused days will be added to the sick bank.

2. FAMILY ILLNESS LEAVE

In addition, a Teacher may have the option to use ten (10) of the Accumulated Sick Leave days mentioned above per school year for attending to the illness of a spouse, parent, or child, including adopted child (furthermore, two (2) of these ten (10) sick leave days may be used for attending to the illness of a mother-in-law or father-in-law). If Accumulated Sick Leave has been exhausted, Teachers may take ten (10) days as unpaid leave for illness of a spouse, parent, or child, including adopted child.

3. BEREAVEMENT LEAVE

Teachers shall be entitled to be absent from work without loss of compensation for death in the immediate family for a period extending not more than five (5) working days per death. Immediate family shall be defined as: mother, father, sister, brother, miscarriage, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-child, step-parent, adopted parent or any other dependent person living in the Teacher's household. Teachers shall be entitled to be absent from work without loss of compensation for six (6) working days for death of a spouse or a child including adopted children. When a Teacher is entitled to five (5) or six (6) bereavement leave days, one of these days may be used later in the school year for state/financial matters. Teachers shall be entitled to be absent from work without loss of compensation for death of any niece, nephew, aunt, uncle, first cousin, brother-in-law, sister-in-law, grandparent by marriage or grandchild by marriage for a period of two (2) days per any such death. In addition, each Teacher shall have the option to take from the leave days he or she is entitled to receive in the school year a period not to exceed five (5) additional days leave from work without loss of compensation for all deaths previously defined in this section.

In the case of the death of a Certificated Employee, other Certificated Employee teaching in the same building where the decedent taught shall be entitled to be absent without loss of compensation for one-half (1/2) to one (1) school day in order to attend the funeral. In addition, in the case of the death of a student who is currently in the class of a Certificated Employee, said Certificated Employee shall be entitled to be absent without loss of compensation for one-half (1/2) school day in order to attend the funeral. In case of the death of a School Board Member or Administrator, teachers will be entitled to one-half (1/2) day without loss of compensation as long as classes can be properly covered.

4. JURY DUTY LEAVE

When requested, a Teacher may serve on jury duty. The Corporation shall pay the Teacher his or her full salary provided that such Teacher has previously paid to the Corporation pay received for serving on jury duty.

5. COURT APPEARANCE LEAVE

Court leave with pay shall be granted to Teachers for the time necessary to make appearance(s) in any court proceeding resulting from activities relating to Teacher's employment in the School Corporation where the Teacher's presence is required by the court. Provided, however, that no compensation shall be paid for time lost as a result of court appearances resulting from any action

taken by the Teacher or the Corporation under Public Law 217, Acts of 1973, Indiana, or PL 48-2011 or PL 90-2011, or any action by the Teacher against the Corporation, its servants or agents.

6. STAFF DEVELOPMENT LEAVE

Within the discretion of the Superintendent of Schools, a Teacher may be granted up to two (2) days with pay for the purpose of visiting other schools for educational reasons or attending meetings or conferences of an educational nature. If a teacher is absent from a School Corporation's Staff Development contracted day, they will be assessed two (2) leave days unless the superintendent receives prior notification and has approved the absence.

7. TEMPORARY DISABILITY LEAVE (Except Maternity Leave)

a. Teachers who anticipate the need for a leave due to temporary disability shall give notice in writing to the Superintendent of Schools no later than thirty (30) calendar days prior to the last day of the grading period preceding the leave and shall be entitled to such leave for the duration of the disability or one (1) year, whichever is less, and in accordance with the terms of this Article.

b. Leaves due to temporary disability shall begin on the first day of the grading period in which such leave shall occur, or as otherwise agreed upon between the Superintendent and the Teacher.

c. If possible the anticipated date of return shall be indicated when applying for the leave. In any case, notice of the desire to return to teaching duties shall be given in writing by the Teacher to the Superintendent of Schools no later than the 25th day of April following the date of recovery or seventy-five (75) calendar days prior to the beginning of the school year following the date of recovery, in the event disability leave begins on or after April 25th.

d. In order to qualify to return the Teacher shall furnish the Superintendent with a medical certificate of fitness from a regularly licensed physician.

e. The Teacher shall be reemployed following such leave based upon notification of approximate date of return as specified above, but in any case shall plan for return to teaching duties to coincide with the beginning of a grading period or start of the school year unless otherwise agreed between the Teacher and the Superintendent. Provided, however, that the taking of a leave for temporary disability shall not affect the School Corporation's right to terminate the Teacher for reasons other than the disability.

f. A Teacher on temporary disability leave shall be entitled to use any accumulated sick leave so long as such disability exists; provided that the termination of such disability shall terminate the right to further use of accumulated sick leave for that particular temporary disability. In order to qualify for the use of accumulated sick leave during temporary disability, the Teacher shall furnish the Superintendent with a medical certificate of disability for the period requested from a regularly licensed physician.

g. Nothing contained in this provision shall take away the right of the Corporation to relieve a Teacher on that day or those days that such disability interferes with the performance of the Teacher's duties according to accepted professional teaching standards. However, if a Teacher is relieved, the Teacher may use accumulated sick leave upon said day or days.

8. CHILD CARE LEAVE

A Teacher shall upon request receive a child care leave without pay for a period not to exceed one (1) year under the same conditions as temporary disability leave, with the exception that the

notification requirements in the case of adoption may be waived at the discretion of the Superintendent and that there shall be no right to take sick leave during such period. Provided also, that if a contract year is missed due to leave for temporary disability, or childcare, that year shall not be counted towards years of teaching experience. If an established Teacher shall become disabled during the performance of his or her school duties and such disability shall cause him or her to miss one (1) or more full contract year(s) such year(s) shall be credited to his or her experience in the School Corporation. Sick leave days accumulated by a Teacher prior to a leave of absence, and not used during the leave of absence, shall be credited to the Teacher upon return.

9. MATERNITY LEAVE

A Teacher who is pregnant shall be granted a leave of absence and may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:

a. Any Teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if she notifies the Superintendent at least thirty (30) days before the date on which she wishes to start her leave. She shall notify the Superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of medical emergency caused by pregnancy, the Teacher shall be granted a leave, as otherwise provided in this section, immediately on her request and the certification of the emergency from an attending physician.

b. Maternity leave utilizing the sick bank will be for 30 consecutive days and starts on the day the child is born. A teacher on maternity leave may apply for days from the sick bank to cover any school days that fall within those 30 days from the birth of the child.

c. All or part of a leave taken by a Teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick days. However, the Teacher is not entitled to take accumulated sick leave days when the Teacher's physician certifies that the Teacher is capable of performing the Teacher's regular teaching duties. The Teacher is entitled to complete the remaining leave without pay.

d. Except where a Contract is not required under Indiana Code, in any situation occurring before or after the commencement of leave, the Teacher and the School Corporation shall execute a regular Teacher's Contract for each school year in which any part of the Teacher's leave is granted, and the Teacher shall have the right to return to a teaching position for which the Teacher is certified or otherwise qualified in accordance with the rules of the Commission on General Education. Rights existing at the time leave commences, which arise from a Teacher's:

   i. Status as a professional or established teacher;

   ii. Accumulation of successive years of service;

   iii. Service performed under a Teacher's Contract pursuant to Indiana Code;

   iv. Status or rights negotiated under Indiana Code 20-29; remain intact.

e. During leave the Teacher may maintain coverage in any group insurance program by paying the total premium including the School Corporation's share, if any, attributable to the leave period.

f. During leave extending into a part of a school year, a Teacher shall be allotted leave days in accordance with the provisions of the Master Contract in effect in the Paoli Community School Corporation in the same proportion which the number of days the Teacher is paid during such

year of work or leave bears to the total number of days for which Teachers are paid in the Corporation.

10. MILITARY LEAVE

All Teachers who are members of the Indiana National Guard or of the reserve components or the retired personnel of the naval, air or ground forces, shall be entitled to leave of absence from their respective duties, without loss of time or pay for such time as the members of the National Guard are in the military service on training duties of the State of Indiana under order of the Governor as Commander-in-Chief, or as members of any reserve component under order of the component authority thereof, for services not to exceed fifteen (15) days in any one (1) calendar year.

11. FAMILY CARE LEAVE

Teachers of the Paoli Community School Corporation may request a family care leave without pay for up to one (1) school year for the purpose of caring for a sick member of the Teacher's immediate family. "Immediate Family" shall mean spouse, parent, child, parent-in-law, or dependent person living in Teacher's household. Such leave time shall not count toward tenure status, nor shall such leave cause loss of experience classification for salary purposes. The Teacher shall have a teaching position upon return to the system.

12. STUDY, PERSONAL, BUSINESS LEAVE

The Board may grant a permanent Teacher an unpaid leave for one (1) school year for the purpose of study or for personal or business reasons. A Teacher granted such a leave is guaranteed a return to his/her previous or an equivalent position. During the leave of absence, the Corporation will pay Fifty Percent (50%) of the insurance benefits provided to an active Teacher. To be eligible for the insurance benefits, the Teacher must pay his/her share of the insurance premiums to the Superintendent's office by September 1st, of the year of the leave. A Teacher applying for (requesting) study, personal, or business leave shall submit a written proposal to the Superintendent prior to the end of the school year preceding the year for which the leave is requested.

13. LEAVE ARISING FROM PERFORMANCE OF DUTIES

If Teacher is disabled as a result of an assault by another arising from the performance of duties, the Teacher's wages shall continue in full without reduction in accumulated sick leave for all the days of disability until Worker's Compensation begins. Absence due to injury incurred in the Teacher's employment shall not be charged against the Teacher's leave days or accumulated sick leave until Worker's Compensation takes over or for seven (7) calendar days whichever comes first.

14. UNPAID PERSONAL LEAVE

Superintendent approval can be given for teachers to use unpaid leave days when necessary.

K. SICK LEAVE BANK

1. A Sick Leave Bank is established for the purpose of relieving its members from undue financial burdens resulting from long-term illness, injury, or incapacitation sufficiently severe to exhaust their accumulated illness leave days, allotted annual leave days and make their presence in school inadvisable. No family privileges will be extended.
2. Participation in the Sick Leave Bank shall be strictly voluntary and open to all Teachers of the Paoli Community School Corporation.

3. Enrollment in the Sick Leave Bank shall be open during the first ten (10) workdays of a Teacher's employment.
4. Membership shall be on an annual basis and the Teacher must be under a Regular Teacher's Contract with the Paoli Community School Corporation at the time of enrollment to be eligible for membership. A Teacher must enroll during the first ten workdays of their employment or thereafter be ineligible for membership.
5. Enrollment in the Sick Leave Bank shall be administered by the Superintendent of Schools. Teachers who wish to participate (enroll) in the Bank must notify the Superintendent in writing, using the form provided by the Superintendent's office, not later than the tenth (10th) workday of their employment.
6. The CTA President shall receive a copy of the Sick Leave Bank membership list and an accounting of the number of days in the Bank as soon as practicable after said information is compiled each school year.
7. The Corporation will not contribute any days to the Sick Leave Bank. Only members' annual leave days may be contributed to establish and maintain the Bank unless all annual allotted days are exhausted. In that case, accumulated sick days will be contributed.
8. Members of the Bank shall donate two (2) days of their annual allotted leave to the Bank upon enrollment and two (2) days each school year thereafter if the Bank balance drops below thirty (30) days. Days donated to the Bank cannot be withdrawn.
9. At the conclusion of the school year, the Bank's unused days shall be carried over to the succeeding school year.
10. A member is eligible to request days from the Bank not to exceed thirty (30) days in any one school year if he/she has met the following:
    a. Has a doctor's statement for thirty (30) days of leave due to the birth of a child.
    b. Has exhausted his/her accumulated illness leave and annual leave days;
    c. Has used two (2) uncompensated illness leave days in the respective school year;
    d. Is not receiving benefits from income protection/long term disability insurance or Worker's Compensation;
    e. Is not receiving or eligible for Social Security Disability; and,
    f. Is not receiving benefits from any other public source.
11. A written application shall be accompanied by a physician's certificate stating the nature, length, and prognosis of the illness, injury or disability. A statement shall be included from the physician clarifying why the member's condition requires his/her absence from school. As a condition to receiving benefits from the Bank, the member, if requested by the Sick Leave Bank Committee, shall execute a medical records waiver and release his/her medical records to Committee review. If requested by the Committee, the member shall consent to an examination by a physician designated by the Committee at School Corporation Expense.
12. The Sick Leave Bank Committee shall receive all such requests (applications) and its decision shall be final. Sick Leave Bank application forms shall be available at the Superintendent's Office.
13. The Sick Leave Bank Committee shall consist of two (2) members appointed annually by the President of the CTA, two (2) members appointed annually by the Superintendent of Schools, and the Superintendent of Schools, who shall be a non-voting member, except in the case of tie vote (2-2) cast by the other four member of the Committee on a request for usage from the Bank.
14. Committee members may be re-appointed each succeeding year. Further, the Committee has sole authority to grant or deny requested days from the Sick Leave Bank.

15. It shall be the Sick Leave Bank Committee's responsibility to meet prior to September 30th of each school year to select a chairperson. The Committee shall meet throughout the school year, at the call of the chairperson, to review leave applications and conduct other business as necessary. All actions of the Committee shall be reported to the CTA President and Superintendent of Schools in writing.
16. Days donated to the Sick Leave Bank shall not cause a Teacher to forfeit Leave Day Stipend.

ARTICLE IV – GRIEVANCE PROCEDURES

A. DEFINITIONS

1. A "grievance" is a claim by one (1) or more Teachers of a violation, a misapplication, or a misinterpretation of this Contract.
2. The term "day" as used in this Article shall mean school days; except that during the summer recess, the term shall mean weekdays.

B. CONFIDENTIALITY

1. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the proceedings.
2. No reprisal of any kind shall be taken by or against any participant who is properly following the grievance procedure by reason of such participation.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant, with the exception of the final determination if discipline is sustained and shall not be a valid basis for evaluations.

C. Nothing contained herein shall be construed to prevent any individual Teacher from presenting a grievance and having it adjusted if the adjustment is not inconsistent with the terms of this Contract, and the CTA has been given an opportunity to be present at all levels above Step One.

D. PROCEDURE

1. LEVEL ONE – ORAL DISCUSSION.

   A Teacher with a grievance may initiate this procedure in one of the following ways:

   a. He or she may discuss the matter in his or her own behalf with his or her immediate supervisor.
   b. He or she may request that a representative of the CTA accompany him or her when he or she discusses the matter with his or her immediate supervisor.

2. LEVEL TWO – WRITTEN GRIEVANCE

   a. Within six (6) days of the oral discussion, if the grievance is not resolved, it shall be submitted in writing, signed by the grievant to the building Principal on the form attached to this Contract.
   b. Within six (6) days after receiving the written grievance, the Principal shall communicate his answer in writing to the grievant and the CTA.

3. LEVEL THREE – MEETING WITH THE SUPERINTENDENT

   a. If the grievance is not resolved in Level Two, the grievant may, within five (5) days of receipt of the Principal's answer appeal to the Superintendent by filing the grievance and the Principal's answer. The Superintendent shall schedule a meeting between the grievant and his or her representative and the Superintendent or his designee and the Principal, to be held within ten (10) days.

   b. The Superintendent or a designated representative shall give the grievant and the CTA an answer in writing no later than five (5) days after such meeting.

4. LEVEL FOUR – APPEAL TO THE BOARD

   a. If the grievance is still unresolved, it may be appealed to the Board, by filing the written grievance and the written answers not later than ten (10) days after receipt of the Superintendent's reply. A meeting of grievant, the CTA and the Board and its designated representative(s) shall be held within fifteen (15) days following receipt of such notice and the Superintendent shall promptly notify the grievant and the CTA of the date, time and place where such appeal shall be heard.

   b. The Board's written decision shall be transmitted to the grievant and the CTA within five (5) days after the hearing.

E. HEARINGS

Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present, to attend. Hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.

F. TIME LIMITS

1. Time limits herein may be extended only by mutual agreement, signed by the parties.
2. If there is a failure at any step to communicate the decision on a grievance to the grievant within the specified time limit, the grievant shall receive the remedy sought.
3. Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step and the right to further processing shall be waived.
4. Only grievances arising during the term of this Contract shall be processed under this Article.

G. STATE AND FEDERAL LAW

1. Nothing contained herein shall deny to any Teacher rights under State or Federal Constitutions and Law.

ARTICLE V – Severability, Effect, Term & Ratification

SEVERABILITY

If any provision of this agreement or the application thereof to any person or circumstance is held to be contrary to law and therefore invalid, such invalidity shall not affect the other provisions or applications of this agreement, which can be given effect without the invalid provision or application, and, to this end, the provisions of this agreement are declared to be severable.

EFFECT OF AGREEMENT

The agreements in this Contract shall supersede any rules, regulations, or practices of the Corporation and the CTA which are contrary to or inconsistent with the terms recorded herein.

If an individual Contract with a Teacher made subsequent to this Contract contains any language inconsistent with this Contract, this Contract shall prevail.

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

The Corporation and the CTA agree that they shall not, during the period of this Contract, directly or indirectly, engage in or assist in any unfair employment practice, as that term is defined in Indiana Code.

TERM OF AGREEMENT

This Contract shall be effective as of July 1, 2026, and shall continue in effect through June 30, 2027.

This Contract shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Whenever any notice is required to be given either of the parties to this Contract to the other party either shall do so by mail or by hand.

This Contract is made and entered into at Paoli, Indiana on this 2nd DAY OF October 2026, by and between the Board of School Trustees of the Paoli Community School Corporation, County of Orange, State of Indiana, party of the first part, heretofore referred to as the Corporation, and the Paoli Classroom Teachers Association, party of the second part, heretofore referred to as the CTA.

The Undersigned attest to the following: 1. A public meeting was held in compliance with I.C. 20-29-6-1(b) on August 12, 2026, and electronic participation from the parties and/or public was not permitted. 2. A public meeting in compliance with I.C. 20-29-6-19 was held on October 28, 2026, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

This Contract is so attested to by the parties whose Signatures appear below.

BOARD OF SCHOOL TRUSTEES OF THE PAOLI COMMUNITY SCHOOL CORPORATION
Board ratified November 11, 2026

BY: _____
President

BY: _____
Secretary

BY: _____
Superintendent

PAOLI CLASSROOM TEACHERS ASSOCIATION
CTA ratified October 7, 2026

BY: _____
President

BY: _____
Secretary

BY: _____
UniServ Director

APPENDIX A
PAOLI COMMUNITY SCHOOL CORPORATION

GRIEVANCE FORM

Name of Grievant:

Building:

Teaching Assignment:

Name and Address of Representative of Grievant:

Level II

A. Date Cause of Grievance Occurred:

B. 1. Statement of Grievance:

2. Relief Sought:

_____ _____
Signature of Grievant Date

C. Disposition of Principal:

_____ _____
Signature of Principal Date

Level III

A. Date Transmitted to Superintendent:

B. Disposition by Superintendent:

_____ _____
Signature of Superintendent Date

APPENDIX B

COMPENSATION MODEL

I. SALARY RANGE

The salary range for the 2026-2027 school year is $45,000 to $74,150. This range does not include the 3% TRF contribution or raises for the 2025-2026 school year.

II. BASE SALARY INCREASES

A. **Factors and Definitions**

Evaluation Rating 50%

Defined as: Teachers receiving an evaluation rating of Effective or Highly Effective from Paoli Community Schools in the prior year.

Academic Need 50%

Defined as: The need to increase salaries in order to retain high-quality teachers in the Paoli Community School Corporation.

B. **Distribution** – Total possible increase from factors and literacy endorsement = $1,400

1. Evaluation Rating: $625
2. Academic Need: $625
3. Literacy Endorsement: $150

III. New Hires

New hires with no experience will be placed at the low end of the salary range, which is $45,000. New hires with experience will be placed at the same salary as a current Paoli teacher with the same years of experience, degree, and certification. Any variation will be discussed with the President and/or UniServ Director of the Association.

APPENDIX C-1

Paoli Community School Corporation
Supplemental Payment for Attainment of Master's Degree
Teacher Application
(For Informational Purposes Only)

Further licensing or certification may be required and beneficial in certain content areas to the teacher and the school corporation. Indiana Code 20-28-9-1.5 permits school corporations to provide supplemental payment to a teacher in excess of the salary if a teacher earns a master's degree from an accredited post-secondary educational institution in a content area directly related to the subject matter of:

1. a dual credit course; or
2. another content area course licensed and could be taught by the teacher

In addition, a supplemental payment may be made to a high school teacher who completes an 18-credit hour pathway to dual credit credentialing or an elementary school teacher who earns a master's degree in math, reading, literacy, or high ability.

Paoli Community School Corporation seeks to encourage and compensate teachers to earn master's degrees as described above through additional compensation. Beginning in the 2019-2020 school year, teachers who wish to pursue and attain approved content area master's degrees will receive a one-time additional $4,000 to be added to their current base salary.

In order to qualify, teachers must receive approval for the course pathway from the building level administrator and the superintendent by completing a letter of assurance (Page 25 of the Contract); as well as provide documentation in the form of an official transcript upon completion of the degree. Only course pathways that meet the legal requirements will be considered.

APPENDIX C-2

Paoli Community School Corporation
Letter of Assurance for Master's Degree
Teacher Application
(For Informational Purposes Only)

The parties represented by their agents whose signatures are affixed below, have reached the following understanding:

1. Further licensing or certification may be required and beneficial in certain content teaching areas.
2. Licensing and certification is beneficial to both the teacher and school corporation.
3. Degree programs will be approved by the building level administrator and superintendent.
4. The teacher must finish the agreed upon degree program in order to receive the increase.
5. The teacher must provide an official transcript from an accredited university verifying completion of the degree.

Degree or Course Pathway_____

Expected Completion Date_____

_____ _____
(Teacher) (Date)

_____ _____
(Principal) (Date)

_____ _____
(Superintendent) (Date)

Paoli 2026 CBA COMPLIANCE CHECKLIST

Item	✓	Page No.[1]
School employer and exclusive representative identified	✓	Page 2
Bargaining unit description matches the IEERB Order in effect at time of ratification	✓	Page 2
Beginning and ending date of CBA (must end on or before June 30, 2027)	✓	Page 21
Ratification date (must be on or after September 15 and at least 72 hours after TA meeting)	✓	Page 21
Signed by School Board President, Secretary, or Vice President and Exclusive Representative	✓	Page 21
General definitions (definitions that apply to the whole CBA)	✓	Page 2
Grievance procedure (if arbitration used, must indicate if advisory or binding)	✓	Pages 19-20
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)	✓	Pages 20-21
Salary for new teachers (amount, schedule, or method of calculation)	✓	Page 23
Wages/compensation for ancillary duties	✓	Pages 3-4
Wages/compensation for extracurricular duties	✓	Pages 4-5
Compensation for extended contracts		N/A
Public hearing and public meeting attestations (include electronic participation information)	✓	Page 21
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)	✓	Pages 2 & 23
Full-time classroom teacher (instructs students at least 50% of the workday) salaries are at least $45,000	✓	Pages 2 & 23
Base salary differentiation for possession of literacy endorsement	✓	Pages 4 & 23
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)	✓	Page 23
Definitions of factors (e.g., experience, academic needs, instructional leadership)	✓	Page 23
How much each factor contributes to increase (by points, percentage, amount, etc.)	✓	Page 23
Maximum possible salary increase or method for calculating clearly identified	✓	Page 23
Academic needs is at least 10% of the maximum possible salary increase calculation	✓	Page 23
Education plus experience (excluding reduce the gap and teacher retention catch-up increases) does not exceed 50% of the maximum possible salary increase calculation	✓	Page 23
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 <u>all</u> 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 <u>Indiana Gateway</u> 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.).