

CONTRACT  
BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
OF THE  
JENNINGS COUNTY SCHOOL CORPORATION  
AND  
JENNINGS COUNTY CLASSROOM TEACHERS' ASSOCIATION  
NORTH VERNON, INDIANA  
  
2021-2023

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**THE BOARD OF SCHOOL TRUSTEES OF THE JENNINGS COUNTY  
SCHOOLS, JENNINGS COUNTY, STATE OF INDIANA, AND THE JENNINGS  
COUNTY CLASSROOM TEACHERS' ASSOCIATION HEREBY AGREE AS  
FOLLOWS:**

ARTICLE I

Definitions

- A. The term "Board of School Trustees," referred to herein on occasion as the "Board," shall mean authorized officers, representatives, and agents.
- B. The term "Jennings County Classroom Teachers' Association," referred to herein on occasion as the "Association" and/or the "local Association," shall mean authorized officers, representatives, and agents.
- C. The term "School Corporation" when used in this Contract shall refer to the Jennings County Schools, Jennings County, Indiana.
- D. The term "Teacher," when used in this Contract, shall refer to all school employees in the bargaining unit except those specifically excluded in Article II and shall include both male and female school employees.

ARTICLE II

Recognition

The Board of School Trustees of Jennings County Schools hereby reaffirms that it has recognized the Jennings County Classroom Teachers' Association as the exclusive representative of the school employees in the following-described bargaining unit:

All school employees, as that term is used in I.C. 20-29, et seq. (Certificated Educational Employee Bargaining Act), as amended, of the Jennings County Schools, except as follows: superintendent, assistant superintendent, athletic directors, principals, assistant principals, administrative assistants, high school attendance officer, high school head basketball coaches, high school head football coach, high school guidance director, technology director, technology specialist, Title I Director, middle school guidance director, elementary guidance director, deans, and all non-certified personnel.

### ARTICLE III

#### Effect of Contract

- A. Entire Contract/Past Practices. This Contract supersedes all previous agreements whether verbal or written between the school corporation and the Association as well as any alleged past practices of the school corporation, and this Contract constitutes the entire agreement between the parties.
- B. Conflicts. The parties agree that this Contract shall supersede any rules, regulations, policies, or practices of the Board which would be contradictory or inconsistent with the terms of this Contract. Any individual contracts between the Board and an individual member of the bargaining unit shall be made subject to this Contract. If any such individual contract made during the term of this Contract contains any language inconsistent with this Contract, this Contract shall prevail.
- C. Severance. If any provision of this Contract or any application of this Contract is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Amendments. Any amendment or agreement adding to, subtracting from, or supplemental to, this Contract shall not be binding upon either party unless it is ratified and executed in writing by each of the parties hereto.
- E. Scope of Contract. This contract establishes rights only for those individuals employed by the School Corporation within the scope of the bargaining unit defined and recognized in Article II. No other individual employed by the School Corporation has a contractual right to any provision of this Collective Bargaining Agreement.

### ARTICLE IV

#### Leaves

- A. Verification. The school corporation reserves the right to require written verification of the reasons for all leaves.
- B. Bereavement Leave. Should there be a death in the teacher's immediate family, the teacher shall be entitled to be absent without suffering loss of compensation for a period up to five (5) working days, which days must be used within ten (10) calendar days following the day of the death (except as otherwise provided below).

With notification to the superintendent either during the leave period or upon return to work, up to two (2) working days of this leave provision may be utilized within a ninety (90) calendar day period of the death to fulfill obligations associated with the death of the immediate family member.

Situations may arise that require special consideration. In such situations, the teacher shall submit to the superintendent a written request explaining the situation. The superintendent also has the authority to approve one or more additional days with compensation to be utilized apart from the consecutive days if necessary in his/her judgment. The determination of the superintendent is final and not subject to any grievance.

In the event that more than one such death occurs in the period of a school year, the above leave provision shall apply in each instance.

C. Immediate Family. When used in the bereavement leave and sick leave usage sections, the term "immediate family" shall mean current spouse, child, stepchild, foster child, parent or step-parent, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, and any person domiciled and residing in the teacher's home as a member of the teacher's family.

D. Funeral Leave. One day's absence shall be allowed without loss of compensation for attendance at the funeral of a great grandparent, grandparent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew. In the event that more than one such death occurs in the period of a school year, the above leave provision shall apply in each instance.

However, should such funeral occur at a place sufficiently distant that the teacher cannot, using a mode of transportation reasonably suited to the distance involved and reasonably calculated to minimize the length of travel time required, reasonably reach such location, attend, and return to employment duties by the beginning of the following school day, such teacher shall be granted reasonable travel time (which may include a partial day or days and shall take into consideration the scheduled time of the funeral as well as any relevant train, airline, and other mass transportation schedules) to reach such location, attend, and return; provided that in no case shall such travel time under this section be allowed to extend earlier than the calendar day immediately prior to the funeral nor to extend later than the calendar day immediately following such funeral.

In the situation where a teacher is attending both a funeral and a visitation on the day immediately preceding the day of the funeral and the teacher cannot attend the visitation without missing any of their teaching responsibilities, an additional day of leave shall be granted.

E. Personal Leave. Each teacher shall be granted three (3) days of personal leave per school year without loss of pay subject to the use limitations set forth herein.

1. This leave is to be used for personal business and personal or civic affairs.
2. When personal leave can be anticipated, a written statement setting forth the reason and necessity for such leave shall be made in writing at least one day prior to the leave and shall be submitted to the school principal.

If such leave could not be anticipated and such prior written statement was therefore not made, immediately upon return, the teacher shall submit to the principal a written confirmation of the leave taken.

3. Teachers shall have a right to take personal leave in one-half (1/2) day rather than full-day increments, if, but only if, the school corporation, upon making those efforts which are normally and routinely taken to secure a qualified substitute, obtains a qualified substitute teacher to work for the half-day period in question.

No more than three personal leave days may be taken at any one time.

4. If a teacher desires to use personal leave time (whether in half-day or full-day increments) the day immediately preceding or the day immediately following a school break and/or holiday, then the teacher must submit a request via e-mail to the Superintendent and request specific approval to take such personal leave time on such date. The Superintendent will determine whether the teacher's request will be granted or denied subject to the rules stated herein. A maximum of ten (10) teachers Corporation-wide may take personal leave on a day immediately preceding or immediately following a school break or holiday. If more than ten (10) teachers request to take personal leave under this provision, then the Superintendent will grant the request on a first come first served basis, except those teachers who have been granted the opportunity to use personal leave on a day immediately preceding or immediately following a school break or holiday within the three-year time period preceding the teacher's current request will have his/her request denied unless the number of teachers who have requested to be off on the same day falls below the ten teacher maximum for that day. The Superintendent may, in her sole discretion, deviate from the rules set forth herein if she determines that unusual or unique circumstances warrant an exception being made.

5. If an employee submits his/her resignation and is held for up to 30 days per the Indiana statute, then the teacher immediately forfeits any unused personal leave days and if the teacher needs to use sick leave days between the date of resignation and the date of separation, then after using a second sick

leave day (whether consecutive or non-consecutive) the teacher will have to provide a doctor's note to support the need to take a sick leave day(s).

F. Personal Leave Not Used. If in any one year the teacher does not use the prescribed number of days, the remaining days shall be added to the annual allotment of personal leave for the next school year provided the person is employed in JCS then. In no case shall a teacher have more than five (5) personal leave days available for such use in any one school year. Any unused personal leave days in excess of five (5) personal leave days shall be added toward the accumulative sick leave up until the maximum of ninety (90) days.

G. Jury Duty Leave. A teacher who is called for grand or petit jury duty and who performs such duty shall be paid the difference between his/her regular salary during the required period of absence from assigned duty, and the total amount of per diem allowance earned by the teacher while on jury duty.

H. Court 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 the teacher's employment with the school corporation, except when the teacher is a plaintiff or in court proceedings in an action adverse to the School Corporation. However, if the court proceeding is one that is brought by the Association against the School Corporation, and if the Association subpoenas a teacher to testify in the court proceeding, then the Association shall pay for the substitute teacher to cover the subpoenaed teacher's classroom.

However, to the extent that a teacher in court proceedings to enforce the Indiana collective bargaining statutes is present because such teacher has been subpoenaed to be a witness for the school corporation, such teacher shall be granted court leave with pay. Such pay shall cover only the period of time that the teacher is required to be away from school as a result of the school corporation's subpoena (including the teacher's participation in direct examination by the school corporation and cross examination by opposing parties) and shall not extend to other aspects of the proceedings which are not covered by such subpoena.

I. Sick Leave. Each teacher shall be entitled to be absent from work because of illness or quarantine for a total of eleven (11) days during the first year of employment with the school corporation and ten (10) days for each succeeding year without loss of compensation.

In addition, if the teacher (1) was employed at another school corporation in this state, (2) accumulated one (1) or more days of sick leave at such other corporation, and (3) thereupon became employed by the Jennings County School Corporation, then for the second year and each succeeding year of employment with the Jennings County School Corporation, there shall be added



up to three (3) days of sick leave until the number of accumulated days to which the teacher was entitled in the last previous place of employment is exhausted.

If in any one year the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulative to a total of ninety (90) days.

The sick leave calculation will be applied at the end of each school year. At the start of each school year, a teacher will have their accumulation up to the maximum and any additional leave entitlement for that school year.

At the end of any school year thereafter in which a teacher's sick leave accumulation has exceeded the maximum as defined above, that excess accumulation shall be designated as annual buy-back days and will be compensated at the rate of Eighty-five Dollars (\$85.00) for each day in excess of the maximum. Half (1/2) day units will be compensated at the rate of Forty-two Dollars and fifty Cents (\$42.50) per half (1/2) day unit. Such compensation for annual buy-back days shall be paid first to the teacher's 401(a) account. These payments shall be made on or before August 1st.

J. Sick Leave Usage.

1. Personal Doctor Appointment. The teacher shall be entitled to take leave days under the Sick Leave Section of this collectively-bargained Contract in order to meet personal medical or dental appointments.

2. Family Illness. Each teacher shall also be entitled to use during each school year up to fifteen (15) days of the teacher's sick leave entitlement under such Sick Leave Section when the teacher's presence is necessary elsewhere owing to the illness of a member of the teacher's immediate family, or in order to meet medical or dental appointments for a member of such teacher's immediate family. The superintendent may authorize the teacher to use more of the teacher's annual or accumulated sick leave owing to the illness of a member of the teacher's immediate family.

3. Sick Leave, One-Half Day Increments. Unless subsection (4) below applies, teachers shall have a right to take sick leave in one-half (1/2) day rather than full-day increments, if, but only if, the school corporation, upon making those efforts which are normally and routinely taken to secure a qualified substitute, obtains a qualified substitute teacher to work for the half-day period in question. By way of interpretation, the phrase, "obtains a qualified substitute teacher to work for the half-day period in question," when used in this Contract is intended to imply that the corporation obtains such a substitute without paying the full-day substitute rate, but by paying the half-day rate only.

4. Certain Covered Absences. Provided that a paid substitute is not hired to fill the teacher's absence, if any teacher will be: (a) late arriving to work in the morning during student-contact time but will be able to arrive to work by no later than 9:00 a.m., and (b) if the absent teacher's student-contact responsibilities are taken over in their entirety and performed voluntarily by another teacher or teachers qualified to perform the absent teacher's duties, in lieu of such volunteer's preparation or unassigned duty times and without slighting the volunteer's own employment responsibilities, then the absent teacher shall not be charged sick leave for the absence. Provided that a paid substitute is not hired to fill the teacher's absence, if any teacher will be: (a) leaving work early during student-contact time but will not have to leave until 2:00 p.m. or later, and (b) if the absent teacher's student-contact responsibilities are taken over in their entirety and performed voluntarily by another teacher or teachers qualified to perform the absent teacher's duties, in lieu of such volunteer's preparation or unassigned duty times and without slighting the volunteer's own employment responsibilities, then the absent teacher shall not be charged sick leave for the absence. For this provision to apply, the teacher must have received prior approval from his/her building principal to come in late or leave early. Clinic visits will not be confined to the 9:00 a.m. and 2:00 p.m. limitations contained herein.

5. Application of Usage Rules. The usage rules of this section apply only to ordinary sick leave days and do not extend to the Sick Leave Bank, which Bank shall not be utilized in connection with any illness except the teacher's own.

6. Donation of Sick Leave Days. A teacher is permitted to donate his/her sick leave days to another teacher if the teacher requesting the donated days, or the teacher's spouse, son, daughter or parent, has a life threatening health condition that has been certified by a licensed medical doctor and the teacher meets all other conditions set forth herein. Before a teacher may request that other teachers donate their sick leave days to him/her for a reason permitted under this provision, the teacher requesting the donated days must have already exhausted all other forms of paid leaves that he/she has available to him/her, including all days available under the sick leave bank. The teacher requesting the donated sick leave days must make a written request to the Superintendent's Office to be considered for donated sick leave days, and such written request must be accompanied by written medical certification. If the Superintendent, in his/her discretion, determines that the requesting teacher has a life threatening health condition, or the teacher's spouse, son, daughter or parent has a life threatening health condition that will require the teacher requesting the donated days to care for such family member, then the Superintendent, with the requesting teacher's written consent, will notify the other teachers of the requesting teacher's request for donated sick leave days. No teacher shall be required to donate his/her sick leave days to another teacher under this provision. There will be a cap on the total number of sick leave days that may be collectively donated by teachers employed by the School Corporation to any

individual teacher, which cap will be the number of sick leave days that it takes to get the requesting teacher through the end of the school year in which the donated days are requested. Following that school year, if the requesting teacher needs additional sick leave days donated to him/her, then such request will be evaluated at the time of the request. Central Office will put an administrative approval process in place so that donated days under this provision may be tracked by the Central Office. (This approval process provision is included for informational purposes only and has not been bargained.)

7. If an employee submits his/her resignation and is held for up to 30 days per the Indiana statute, then the teacher immediately forfeits any unused personal leave days and if the teacher needs to use sick leave days between the date of resignation and the date of separation, then after using a second sick leave day (whether consecutive or non-consecutive) the teacher will have to provide a doctor's note to support the need to take a sick leave day(s).

K. Disability Leave. This policy shall apply to leave in all cases, in which a teacher is unable to perform his/her duties owing a disablement for any period greater than three (3) weeks. Such disability shall include, among other items, incapacity which arises from major surgery, physical illness, mental illness, or emotional disturbance.

1. Anticipated Disability. Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply: (a) the teacher requesting leave shall notify the office of the superintendent of the expected time of leave as soon as reasonably possible; (b) the leave shall begin at a time which is mutually agreeable to the teacher and the teacher's physician but shall coincide with the end of a semester or grading period, if possible, and (c) in the case of disagreement over the beginning date of the leave, or over the ability of the teacher to continue active employment in such teacher's position, then upon request by the school corporation the teacher shall furnish a statement from the teacher's physician as to such teacher's ability to continue his/her duties. The school corporation may condition the time or date such leave begins upon such statement. In lieu of accepting statements from the teacher's physician, the School Corporation may, at its own expense, require that a teacher have from time to time a physical examination from a licensed physician of the Corporation's choice in order to determine the teacher's eligibility for continued leave.

2. Unanticipated Disability. In instances in which the disability could not be reasonably anticipated, the leave shall begin when medically required.

3. Rules Governing Return.

a. As soon as reasonably determinable, the teacher shall notify the superintendent of the estimated time of return to teaching, or of the fact that

such teacher does not intend to resume teaching duties, and shall, if intending to return to teaching, keep the school corporation advised of any change in such estimated time.

b. The teacher shall furnish the school corporation proof of such teacher's continued disability at any time during the disability, if requested by the superintendent of schools.

c. The teacher shall notify the superintendent as soon as such teacher has recovered from the disability and may resume his/her teaching duties at such time as in the opinion of the teacher and the teacher's physician that the teacher is able to so resume. The teacher shall in any event, however, make an effort towards insuring continuity of instruction for students by scheduling the end of the leave so as to coincide, if reasonably possible, with the beginning of a semester or grading period. The school corporation shall not be obligated to allow the teacher to return until such teacher furnishes a physician's statement that he/she is able to return and fulfill the requirements of his/her position. However, should it appear upon the teacher's return that he/she has not in fact recovered his/her health sufficiently to resume full duties, the corporation shall have the right to demand and receive additional statements from the physician with regard to the apparent non-recovery and may restrict the return based thereon.

d. Unless waived by the school corporation, however, the teacher shall not be entitled to return to teaching duties unless at least two (2) calendar weeks' notice is given of the intention to return to work.

4. Limitations. No leave under this policy may be granted for a period exceeding one (1) year. (I. C. 20-28-10-1, I.C. 20-28-10-2)

5. Use of Sick Leave. Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated, but shall be required, at the option of the school corporation, to present a doctor's certificate of disability to teach to justify such use of accumulated sick leave days. Such use of sick leave shall be limited to the teacher's personal disabilities directly related to the cause of the disability. This Section also applies to summer school absence for sickness.

L. Sabbatical Leave. The school corporation may grant to a teacher a sabbatical leave for a period not exceeding one (1) year, upon written request, for improvement of professional skills through advanced study, work experience in approved areas, teacher exchange programs, or approved educational travel, provided that the absence of such teacher shall not operate to injure school corporation programs, as determined by such corporation, and provided further that no more than two teachers shall be allowed to take such sabbaticals in any one school year. Requests for such leave must be made no later than sixty (60)

days prior to the beginning of first semester, and ninety (90) days prior to second semester. All requests must be submitted to the Superintendent and the School Board for review and consideration. Only teachers who have completed seven (7) years of service with the school corporation shall be eligible for such leave. The time of such leave shall be credited toward the teacher's retirement. After taking such leave, however, the teacher shall be obligated to return to employment with the school corporation for a period of time equal to the length of time of the sabbatical leave granted.

Any sabbatical leave granted by the school corporation shall be without pay, except that both the teacher's group medical insurance benefits and life insurance benefits, as set out in the "Fringe and Other Benefits" article of this Contract, shall continue in the same manner as if the teacher had not taken leave. However, should the teacher not return and in good faith resume employment with the school corporation immediately following such leave, the cost to the school corporation of such benefits shall become due and payable by the teacher, without demand, upon the first regular (non-summer school) day of school following completion of the leave period. If not paid on that day, interest may be assessed at the maximum legal rate. Finally, the teacher shall be liable for the corporation's legal costs as well as attorney's fees if legal proceedings are utilized to collect the debt.

M. Pregnancy/Childbirth Leave.

1. Maximum Allowable Length. A teacher who is pregnant shall be entitled, should such teacher wish to take a leave of the maximum length, to a leave of absence for a period which begins at the time such teacher furnishes the school corporation with a physician's statement which certifies the fact of her pregnancy and which may continue until one (1) year following the live birth of the child, but no longer. (Disabilities arising from the still birth of a child shall be governed by Article IV, Section K Disability Leave.) However, to obtain a leave of maximum length, the teacher must also comply with the requirements which are set out below in subsection 3.

2. Minimum Required Length.

a. A teacher who is pregnant may continue in active employment as late into her pregnancy as her attending physician determines, provided that she is able to fulfill the requirements of her position. A statement from the physician with regard to such determination shall be provided to the school corporation upon request.

b. The school corporation shall not be obligated to allow the teacher to return until such teacher furnishes a physician's statement that she is able to return and fulfill the requirements of her position. However, should it appear upon the teacher's return that she has not in fact recovered her health

sufficiently to resume her full duties, the corporation shall have the right to demand and receive additional statements from the physician with regard to the apparent non-recovery and may restrict the return based thereon.

3. Notification. Except in cases of medical emergency, the teacher must notify the school corporation of her intention to take pregnancy-childbirth leave no less than 30 calendar days in advance of the date on which she desires to begin her leave.

At the time of such notification, or as soon as reasonably possible in cases of medical emergency, the teacher shall also notify the superintendent of her estimated time of return to teaching, or should such be the case, of the fact that she does not intend to resume teaching duties. If the teacher intends to return to teaching, she shall in addition keep the school corporation advised of any change in such estimated time.

4. Continuity of Instruction. Insofar as no emergency situation exists in connection with pregnancy or childbirth leave, teachers who contemplate taking such a leave are encouraged to make a reasonable effort towards insuring continuity of instruction for the students by scheduling the departure and return so as to coincide with the end and beginning, respectively, of a semester or grading period.

5. Use of Sick Leave. Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated, but shall be required, at the option of the school corporation, to present a doctor's certificate of disability to teach to justify such use of accumulated sick leave days. Such use of sick leave shall be limited to the teacher's personal disabilities directly related to pregnancy and/or to the birth of the child.

6. No Jeopardy to Re-employment. This leave may be taken without jeopardy to re-employment, retirement and salary benefits such as the teacher had accrued at the time such leave commenced.

7. Leave at End of School Year. Teachers who have Pregnancy/Childbirth Leave at the end of the school year will not have their teaching contract paid off at the time of their leave, but rather such teachers shall have the right to continue with the payday format as prescribed by Article VIII, Section G, Pay Days.

N. Public Service Leave. If a teacher is elected to public office and the work of the public office would interfere with such teacher's duties as assigned by the school corporation, the teacher may at the sole discretion of the Superintendent and the School Board be granted a leave of absence without pay for a period of time to enable the teacher to serve one (1) full term. Such leave may be granted on a school year basis with consecutive leaves to be granted in order to provide

a teacher a leave for one full term of the public office. After one full term, such leave may, but need not, be renewed by the Board.

A teacher is permitted to apply with the Superintendent and the Board for public service leave before becoming a candidate for a public office. However, if such leave is granted by the Superintendent and the School Board, then the leave granted will not go into effect until the teacher is actually elected to the public office.

O. Professional Leave. Teachers may be granted leave, with or without pay, by the Superintendent for the purpose of visiting other schools, attending educational conferences and workshops, or any other purpose that will improve the instructional program of the Jennings County Schools.

In addition, the Board may make allowances for expenses such as travel, registration fees, food and lodging. Upon return from such leave, the teacher shall complete a conference report to be submitted with receipts.

Application for professional leave shall be made on the Professional Leave Request Form, which is available in each principal's office. Such request must be submitted at least two (2) calendar weeks prior to the date requested.

P. Paternity and Adoption Leave. This section applies to a father who has a newborn child (paternity leave) and any teacher, whether male or female, who legally adopts a child (adoption leave). Teachers covered by this provision may request and may receive, in the sole discretion of the Superintendent and the Board, paternity leave or adoption leave without pay for a period not to exceed one (1) school year. Such request must be submitted to the Superintendent and the School Board for consideration. In the case of paternity leave, the period of leave (if granted) shall commence when the child is born. In the case of adoption leave, the period of leave (if granted) shall commence when the child is entrusted to the teacher or when the adoption is finalized. Back-to-back adoption leaves will not be granted. Both spouses may not receive adoption leave for the same child. Should a teacher choose to adopt the spouse's child(ren), one adoption leave may be granted for this purpose. A teacher who is granted paternity or adoption leave under this provision may use up to a maximum of fifteen (15) of his/her sick leave days while on the approved leave.

Q. Trading Time (Flex Time). When the administration determines there is a need to provide programming outside the regular school year or school day, staff may be approached by administration about their interest in such an offering. If staff indicates a willingness to participate, then staff may be offered up to two (2) days of time to be used within a year of its being earned. The earning of this time will be based upon a six hour day. Hence for every three hours, or portion thereof, earned by participation, a half-day of time shall be credited for use.

Trade time will be determined by the Principal or Director with the approval of the Superintendent. Examples of what may (but are not required) to be granted as trade time include, but are not limited to: summer testing, summer tutorials, registration, pre-approved unpaid professional development, program specific planning and mentoring. These examples do not require the Administration to offer trade time for the items listed. Likewise, this list of examples is not intended to be exhaustive of the possible activities for which trade time may be granted. Whether an activity is eligible for trade time will be determined on a case-by-case basis in the sole discretion of the Principal or Director, with the approval of the Superintendent.

There shall be no restriction on the use of flex time. Flex time not used by the end of the school year in which the flex time was earned or in the school year immediately following the summer in which the flex time was earned shall not accumulate. A teacher who has unused flex time at the end of a school year shall be compensated at the then current certified substitute rate. If any teacher who has earned flex time dies prior to using all of the accumulated flex time, the teacher's estate shall be paid the teacher's daily rate of pay. Flex time shall be used or paid in no less than half-day increments.

R. Emergency Donor Leave. The Board may grant to a teacher a paid leave for the time necessary for the teacher to serve as an emergency life-saving blood, bone marrow or organ donor. The leave of absence may not exceed:

Two working days in a school year to serve as a blood donor;  
Five working days in a school year to serve as a bone marrow donor; or  
Thirty working days in a school year to serve as an organ donor.

This type of leave is provided in addition to other leave benefits, does not count toward the twelve-week period of the Family Medical Leave Act provision, requires medical certification prior to approval of the leave, and guarantees the teacher's position will be available upon return.

Other emergency life-saving leave requests not specifically defined previously may arise. In such situations, the teacher shall submit a written request to the superintendent explaining the specific situation along with the required medical certification. The Board may grant to the teacher a paid leave for the time necessary for the teacher to serve as an emergency life-saving donor in such situations.

The superintendent has the authority to approve additional days with compensation for a previously approved emergency donor leave if necessary in his/her judgment. The determination of the superintendent is final and not subject to any grievance.



S. Association Business Time. The president of the Association, its officers, chief spokesperson, and/or bargaining team members shall among them (not separately or for each) be allowed a total of six (6) days of release time without loss of pay during the school year to (a) conduct Association business away from school property and/or (b) attend to Association business on school property with the prior approval of the Superintendent.

The Association shall notify both the Superintendent and the building administrator who is involved at least one (1) week in advance, in the event that the absence can reasonably be anticipated, informing such individuals of the dates chosen for the absence. If the absence cannot be reasonably anticipated, such notification shall take place as soon as reasonably possible, but shall in no event be made less than two (2) days in advance.

Finally, any absences which take place under this section may be taken in half-day or full-day increments only, unless otherwise allowed by the Superintendent.

Additionally, if the Association President and the Superintendent of Schools mutually agree, there may be additional release time provided to the Association President or his/her designee for meeting(s) with the Superintendent and/or his/her designee and other matters which will enhance the working relationship between the School Corporation and the Association. Such matters include, but are not limited to, representing Teachers in employment-related issues and participating in lobbying activities with the state legislature.

T. Assault upon a Teacher/Loss of Work. A teacher injured by any individual during a job-related activity shall be compensated by the School Corporation for any loss of pay due to any injury resulting from that assault. When the teacher qualifies for Workers' Compensation and/or Long-Term Disability benefits, the School Corporation will pay the differential between Workers' Compensation and/or Long-Term Disability benefits. Such compensation paid to the teacher as a result of any loss of work due to the teacher being unable to work because of an injury resulting from the assault will be paid up to a maximum of twelve (12) months following the assault. Such compensation paid to the teacher will not be charged to the teacher's sick leave/personal allotments. However, the absences must be related to an injury caused by the assault, and if the injury results in a teacher's absence of significant duration to comply with the waiting period for Workers' Compensation and/or Long-Term Disability insurance, the teacher must qualify for Workers' Compensation or Long-Term Disability benefits.

The teacher in order to qualify for this compensation must report such assault within twenty-four (24) hours of the assault or twenty-four (24) hours of the time the teacher was capable of reporting the assault. If a teacher is incapable of reporting, the Building Administration shall report such incident. The teacher must also cooperate with the School Corporation in providing information in

connection with the School Corporation's disciplining any student and/or prosecuting the individual who committed the assault. The employee must also cooperate with the School Corporation in connection with verification of the teacher's disability arising from the assault.

U. Absences Without Pay – Suspension of Benefits. As a general rule, unpaid leave days in addition to those specifically permitted under the terms of this Contract or those required by law will not be granted absent extenuating circumstances that have been approved by the Superintendent. With the exception of FMLA leaves, if a teacher is absent from work without pay, then the teacher shall be responsible for paying 100% of all insurance premiums and benefits costs during such unpaid absence. For example, if a teacher takes five (5) unpaid days that are not FMLA leave days, then the teacher will have to pay 100% of his/her health insurance premium and all other Board contributions to his/her other benefits on those unpaid days.

V. Guardianship Leave. Upon approval of the Superintendent, if a teacher is a court appointed guardian or court appointed foster parent, then the teacher may request a maximum of up to five (5) leave days during the school year without pay for purposes of addressing guardianship matters. To be eligible for unpaid leave under this provision, there must be a court order appointing the teacher as the legal guardian or legal foster parent, and such court order must be provided to the Superintendent.

## ARTICLE V

### Sick Leave Bank

A voluntary sick leave bank shall be created as follows:

#### A. Funding

1. Each eligible certified employee in the corporation may contribute, during any appropriate enrollment period, one (1) day of such employee's unused sick leave to the sick leave bank. Enrollment shall be open from the first day of school until September 30 of each school year. An employee hired by the corporation after the annual enrollment period has passed shall have thirty (30) days from the date of employment to enroll in the sick leave bank. Enrollment in the sick leave bank shall be on the prescribed form which is attached hereto as Appendix 4.

2. One (1) day shall be contributed by each member during each open enrollment period, but current members shall not be required to contribute a day during any particular open enrollment period if the total number of days in the sick leave bank at the beginning of the open enrollment period exceeds two hundred (200). All members of the sick leave bank shall be considered as

current and continuing members and need not reapply annually, but pursuant to Section B below may be required to contribute days to the sick leave bank.

3. Should the sick leave bank exhaust all days during the school year, members who wish to continue to participate for the remainder of that year shall be required to contribute one (1) additional day in order to maintain membership, but no further requests for contributions from current members shall be made during that school year even if the sick leave bank becomes totally exhausted. If during a school year the sick leave bank is exhausted and there is a requirement that members contribute one (1) additional day in order to maintain membership and if a teacher does not have any sick leave days remaining to be used at that time, the teacher, if he/she desires to remain a member, shall authorize the school corporation to contribute a sick leave day to the bank from the teachers' entitlement at the start of the next school year when the teacher is credited with those additional days. Until that day is actually contributed, the teacher will be considered as an inactive member of the sick leave bank with no right to withdraw sick leave bank days, but will not be considered to have withdrawn from the membership for the purpose of Section B(l) below.

If the individual does not make this second contribution, such individual ceases to be a member for the remainder of that year, subject to the following exception: any person who drew or is drawing days from the sick leave bank during the year in question shall remain a member for the remainder of that year even though that individual does not contribute the second day.

4. Employees may contribute only actual unused days of sick leave to the sick leave bank.

5. Once an individual contributes a day or days to the sick leave bank, such contribution shall not be refundable regardless of any subsequent loss of membership or resignation of membership by the individual and regardless of any change in the individual's employment status.

6. This shall be a strictly voluntary sick leave bank, and no employee shall have any liability or obligation to maintain his or her membership or to pay or contribute sick leave days to the sick leave bank or to any individual at any time when the sick leave bank has become exhausted.

7. The school corporation shall contribute no days whatsoever to the sick leave bank nor shall the Corporation itself fund the sick leave bank in any other manner. Furthermore, the school corporation shall in no event have any further liability or obligation to pay sick leave days to or fund the sick leave bank at any time when such sick leave bank has been exhausted.

B. Membership.

1. Employees shall become members by contributing one (1) day of sick leave to the sick leave bank during a period of open enrollment unless such employees are current and continuing members or as described in Section A(2) of this Article. Membership shall be lost, however, if the individual fails to make any additional contribution, if needed (whether at open enrollment for any subsequent year or at a time when the second day is to be contributed in mid-year), which is required pursuant to the rules of the sick leave bank. Individuals who have lost or failed to continue their membership are free to rejoin the sick leave bank subsequently by contributing the number of days equal to the number of times that the teacher has dropped out of or lost membership in the sick leave bank.

2. Membership in the sick leave bank shall be open to all bargaining unit employees of the school corporation.

C. Rules of Usage.

1. Sick leave bank benefits shall be used for the personal illness, quarantine, or disability of the member only, as permitted under IC 20-28-9-13(concerning sick leave). However, the sick leave bank shall not be used for quarantine or testing positive for COVID; provided, however, if a teacher experiences complications from COVID, then the teacher may apply for days through the sick leave bank and such application may be considered for possible approval. Each use of the sick leave bank must be supported by a written request for its use from the sick leave bank member and must be accompanied by a physician's statement substantiating the absence, indicating the nature of the illness, and giving a prognosis for the teacher's return to work. In lieu of accepting statements from the member's physician, the school corporation may at its own expense require that a member who wishes to draw or continue to draw from the sick leave bank have from time to time a physical examination from a licensed physician of the corporation's choice in order to determine the member's eligibility.

2. An individual who wishes to use the sick leave bank must exhaust his own accumulated sick days and then wait at least two (2) working sick days without pay before use of the sick leave bank will be authorized; these two days without pay are not reclaimable from the sick leave bank.

3. An individual member may be eligible for no more than thirty (30) sick leave bank's-days during a single contract year. In addition, no teacher will be permitted to withdraw more than 90 sick leave days from the sick leave bank throughout his/her entire career with the Jennings County Schools.

4. Applications for sick leave bank usage shall be treated on a first-come, first-serve basis. In addition, several people may draw on the sick leave bank simultaneously, even though the result may be a total exhaustion of the sick leave bank before any or all of such persons recover from their illnesses.

5. Days taken from the sick leave bank shall apply only to those days on which a teacher would receive pay if the teacher were not under disability.

6. Sick leave bank benefits shall not be paid for any day on which the teacher takes any type of leave or attempts to combine fringe benefits, if such taking of leave or combination of benefits would operate in a manner such that the teacher would, should sick leave bank benefits be paid, draw "double" or otherwise increased pay for any day.

7. The sick leave bank shall not operate in any manner such that any teacher receiving worker's compensation benefits receives either more or less than the teacher's regular pay, nor shall it operate in any other circumstances such that the teacher receives on behalf of any particular day either more or less than the teacher would have received should that day have been worked.

8. Sick leave bank days may be used for any contractual days but shall in no event be used for or during summer school employment.

9. Leave from the sick leave bank may not be used for maternity or childbirth leave insofar as such leaves reflect accommodations made for the sake of convenience or in connection with statutory law unconnected with substantial and actual medical disability. However, sick leave bank days may be used for any actual, medically-determined physical or mental disability arising out of pregnancy or childbirth.

10. Approval or denial of benefits under this sick leave bank Article shall be grievable.

D. Accounting. This School Corporation shall provide the Association a status report on the sick leave bank by the end of the fall and spring semesters. Such status report shall include names of bargaining unit members participating in the sick leave bank, the number of days in the sick leave bank, number of days used to date from the sick leave bank, and any other information the corporation keeps relative to the records of the sick leave bank.

E. Applying for Benefits. The teacher should apply for sick bank benefits at the central administration office and should utilize the application forms which will be provided there. Any teacher who wishes to apply should do so as soon as the need can be reasonably anticipated. The School Corporation shall provide the Association President, or his/her designee, a copy of the teacher's application for

sick leave bank benefits and the Corporation's disposition of the application at the same time the Corporation provides such disposition to the teacher.

## ARTICLE VI

### Grievance Procedure

#### Section A. Definitions.

1. A "grievance" is an alleged violation or claimed misinterpretation of a specific article or section of this Contract.
2. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit.
3. The term "day" when used in this Article shall refer to teacher days, as that term is used in the school calendar. During the summer recess, however, the term shall mean weekdays (Monday through Friday) but shall not include the 4th day of July or the holiday for Memorial Day.

#### Section B. Grievant and Representation.

An individual teacher, or group of teachers, may present a grievance and may do so through the exclusive representative, and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance machinery. Alternatively, the Association may grieve rather than an individual teacher or group of teachers if the Association seeks to redress a system-wide grievance which concerns a right under this Contract accruing to the Association as an organized entity rather than to any individual teacher or group of teachers. The Association cannot grieve in its own name in order to accommodate an individual teacher or group of teachers who are or may be reluctant to sign their own names to grievances which in fact accrue to them personally. The adjustment of all grievances shall be consistent with the terms of this Contract.

#### Section C. Procedure.

##### Step One (Optional)

A grievance may be initiated in one (1) of the following ways:

1. The teacher may approach the building principal concerned and discuss the matter in his own behalf.
2. The teacher may request that a representative of the Association accompany the teacher and in such case the building supervisor shall not initiate

any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

3. Notice to persons who choose to proceed under Step One: The grievant has 15 days from the time he/she knew or reasonably should have known of the grievance (rather than from the time the principal was approached under Step One) to file the grievance in writing. Unless the grievance is filed in writing within that time limit, it will not be processed further.

Therefore, if the grievance is not resolved under Step One within ten (10) days of the time the grievant knew or reasonably should have known of its existence, and if the grievant desires to pursue the matter further, the grievant should proceed rapidly to Step Two in order to comply with the time limit.

### Step Two

In the event the grievance is not resolved in Step One, the grievant may file a formal grievance in writing with the building principal on the form shown in Appendix 1.

1. The grievance should be filed as soon as possible, but any grievance not presented in writing in Step Two within fifteen (15) days of the time the grievant knew, or reasonably should have known, of the grievance should be deemed waived and shall not be processed.

2. The grievance shall be filed with the building principal. Information copies shall be sent to the Association president and the school central office.

3. The grievance shall (1) name the teacher(s) involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this Contract alleged to have been violated or misinterpreted, (4) state the contention of the grievant with respect to the grievance, (5) indicate the specific relief requested, and (6) be signed by the teacher(s).

4. The teacher shall, upon request, be granted a meeting with the building principal, and the Association representative may accompany the grievant. In any event, within five (5) days after receiving the written grievance, the building principal shall communicate his answer in writing to the grievant, and said answer shall be attached to the grievance. An information copy of the answer shall be sent to the Association president.

### Step Three

1. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of receipt of the building principal's answer, give the superintendent or his/her designee a "Notice of Appeal to Superintendent or His/Her Designee,"

and shall include the grievance, principal's answer, and, if desired, a written response of the teacher. Such notice and documents shall be filed with the office of the superintendent, which shall receipt therefor. An information copy of the notice itself and of the written response, if any, shall be sent to the building principal and the Association president.

2. The teacher shall, upon request, be granted a meeting with the superintendent, or his/her designated representative, and the Association representative may accompany the grievant. The superintendent, or his/her designated representative, shall give the teacher an answer in writing no later than twenty (20) days after receipt of the written grievance properly filed with the Office of the superintendent. Such answer shall be attached to the grievance. An information copy of the answer shall be sent to the Association president.

#### Section D. Other Provisions Relating to the Grievance Procedure

##### 1. Procedures:

a. At the teacher's option, a teacher may bypass Step One of this procedure.

b. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.

c. 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.

d. All steps of the grievance procedure shall be conducted during non-regular work hours, although any particular step may be conducted at another time if such time is mutually agreeable.

##### 2. Time Limits:

a. The time limits in this grievance procedure may be extended only by mutual agreement, signed by the parties.

b. Such time limits apply to teachers on leave of absence, other than sick leave and bereavement leave, in the same manner as if such teacher were present and working.

##### 3. Teacher Protections:

a. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.



b. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not valid bases for evaluation.

4. Restrictions on Use of Grievance Procedure:

a. Any grievance which arose prior to the effective date of this Contract or after the termination date of this Contract shall not be processed.

b. The grievance procedure shall not be used in any way to appeal the discharge of any probationary teachers or to appeal any decision by the Board not to renew the contract of any probationary teacher. This limitation, however, shall not prevent a probationary teacher from using the grievance procedure to enforce any specific provision of this collectively-bargained Contract.

c. The grievance procedure shall not be used by any person, including any teacher or the Association, to dispute any action by the Board which is in accordance with the state tenure laws.

d. The grievance procedure shall not be used to contest or enforce the assignment or termination of any teacher in regard to any position on the extracurricular schedule, or to any other position which has a salary bonus or time-off or extra-time bonus. Such limitation, however, shall not prevent a teacher from using the grievance procedure to enforce any specific provision of this collectively-bargained Contract.

e. No teacher shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order of or written agreement with any state or federal regulatory commission or agency.

5. Nothing contained herein shall prevent the Association from enforcing the provisions of this collectively-bargained Contract in a court of law should the provisions of this Grievance Procedure be exhausted, nor shall anything contained herein prevent the school corporation from enforcing such provisions in a court of law.

## ARTICLE VII

### Fringe and Other Benefits

A. Travel. Any teacher who is required by the school corporation to use his/her own automobile to travel on school business shall, provided that the particular journey or pattern of travel is approved in advance by official action of the Board of School Trustees, be reimbursed at the Internal Revenue Service rate per mile of authorized travel. This section shall not apply to athletic fund mileage.

B. Group Medical Insurance.

The Jennings County School Corporation is a member of a health insurance consortium. As such, the parties understand and acknowledge that if the health insurance consortium modifies the health insurance plan design, then the Jennings County Schools will be bound by such modification.

The Board will continue to pay each month up to the following amounts towards the premiums for the Health, Dental, and Vision Insurance Package for Plans D and E:

Single Plan	\$508.83
Employee and Children	\$793.51
Employee and Spouse	\$877.99
Family	\$1,264.64

The Board will continue to pay each month up to the following amounts towards the premiums for the Health, Dental, and Vision Insurance Package for Plan F:

Single	\$508.83
E/C	\$793.51
E/S	\$897.48
Family	\$1,264.64

Teachers who elect to be covered by such medical insurance shall pay any difference in premium between the cost of the plan selected (Single, Employee and Spouse, Employee and Children, or Family) and the school corporation's contribution.

For those teachers who are new hires each contract year and enroll in the high deductible/HSA compatible plan, the School Corporation will make a one-time payment by January 15 of the applicable contract year into the teacher's health savings account in the amount of \$500.00. This one-time HSA deposit is applicable only to those teachers who are newly hired in each contract year.

A spousal carve-out shall continue to be in effect during the term of this Contract.

This section B for Group Medical Insurance shall be subject to the legal limitation that each participating teacher on any School Corporation medical insurance plan shall contribute no less than the legally required \$1.00 per school year towards the cost of such insurance.

C. Group Dental and Vision Insurance.

1. Group Dental Insurance. A teacher may elect to enroll in the Group Dental Insurance coverage. In such a situation, the School Corporation agrees to provide a group dental insurance program and effective with the implementation of that program the School Corporation agrees to pay each month up to the following amounts per participating teacher:

Single: \$20.09  
Employee/Child: \$45.44  
Employee/Spouse: \$40.69  
Employee/Family: \$69.09

The participating teacher shall pay the resulting difference in premium, if any, which pay shall be made through payroll deductions.

2. Group Vision Insurance. A teacher may elect to enroll in only the Group Vision Insurance coverage. In such a situation, the School Corporation agrees to provide a group vision insurance program and effective with the implementation of that program the School Corporation agrees to pay each month up to the following amounts per participating teacher:

Single: \$5.00  
Employee/Child: \$8.85  
Employee/Spouse: \$9.60  
Family: \$14.65

The participating teacher shall pay the resulting difference in premium, if any, which pay shall be made through payroll deductions.

D. Life Insurance. The school corporation agrees to pay the full cost, less One Dollar (\$1.00) which shall be paid by each participating teacher, of individual coverage under a group life insurance policy for each participating teacher in the bargaining unit.

Such insurance shall provide benefits to the extent of One Hundred Fifty Thousand Dollars (\$150,000.00) in the event of accidental death as defined under the group policy and shall provide benefits to the extent of Seventy-five

Thousand Dollars (\$75,000.00) in the event of death as a result of other insured causes. These benefit amounts shall be reduced by 50% once the participating teacher reaches age 70.

E. Long Term Disability Insurance. The school corporation will provide a Long Term Disability Plan (Income Protection Insurance Plan) in which each teacher may elect to participate. That insurance plan shall provide for an income protection benefit payment of sixty-six and two-thirds percent (66-2/3%) of the teacher's salary with a ninety (90) day qualification period. The school corporation's contribution will not exceed the cost of any such premium less One Dollar (\$1.00). Any insurance carrier(s) hereunder shall be selected by the school corporation after the Association has had input into the development of bid specifications, the advertising for bids, and the review of bids received.

F. Continuing Insurance Benefits - Pregnancy/Childbirth Leaves. Unless otherwise required by law, the school corporation for teachers on Pregnancy/Childbirth Leave, pursuant to Article IV, Section M, will continue its contribution as defined in Section B above to the group health insurance program during that portion of the leave which the teacher is utilizing sick leave and then for two (2) additional monthly premium payments after the expiration of the teacher's sick leave.

G. Retaining Insurance - Unpaid Leave. Insurance programs may be retained by the teacher at the teacher's own expense while such teacher is on any prolonged unpaid leave, provided that the underwriter(s) involved as well as the State of Indiana allow such arrangement, and provided further that the arrangement is otherwise legal. It is understood that this provision shall not be interpreted to create any greater cost for the school corporation or for other participating teachers, if any, who are not on leave, than would be incurred if the teacher on leave did not retain his/her insurance.

H. Retirement Insurance Benefit. Any teacher who has (1) reached the age of fifty (50), (2) has ten (10) years of service with Jennings County Schools, (3) is enrolled in the school corporation's group medical insurance program at the time of retirement, and (4) retires from the school corporation may maintain coverage in the school corporation's group medical insurance program until such time as the teacher qualifies for Medicare. Additionally, any such qualifying teacher may maintain coverage for his/her spouse until that spouse qualifies for Medicare even though that qualifying teacher has previously qualified for Medicare. Such participation in the school corporation's group medical insurance program is subjected to the retired teacher paying to the school corporation monies so as to be at all times at least one (1) month in advance of the school corporation's due date of the total premium of the group medical insurance.

If the retired teacher participates in and receives compensation under Section K that the retired teacher applies towards the school corporation's group health

insurance program and during that time, the retired teacher is employed by another employer which provides a group health insurance plan for which that retired teacher is eligible, the school corporation's group health insurance plan shall be the secondary insurance carrier.

I. Severance Pay.

(1) Severance pay shall be granted to any eligible teacher with the school corporation, based upon the following formula:

(a) Service Years and Performance One-Time Stipend. A service years and performance stipend will be compensated pursuant to Appendix 3-C, paragraph B.

(b) Unused sick leave day pay. Each teacher shall receive Eighty-five Dollars (\$85.00) for each unused sick leave day up to and including twenty-four (24) unused sick leave days. This payment will be paid with the teacher's regular salary in the last year of service. This provision attempts to provide each teacher with a minimum severance payment of at least two thousand dollars (\$2,000.00) which will be reported to the ISTRF. Additionally, the school corporation will contribute Eighty-five Dollars (\$85.00) for each unused sick day in excess of twenty-four (24) days, up to the maximum accumulation in effect for the school year in which the teacher retires. Half (1/2) day units will be compensated at the rate of Forty-two Dollars and fifty Cents (\$42.50) per half (1/2) day. In the teacher's last year of employment such contribution shall be made into the teacher's 401(a) account. In the teacher's last year of employment, days in excess of the maximum accumulation are paid as annual buy back days into the teacher's 401(a) account as provided in Article IV, Section I. To be eligible for unused sick leave day pay at employment termination, the teacher must meet these conditions:

(i) To be eligible for sick leave severance pay, a teacher must have been employed as a teacher in Jennings County School Corporation for a minimum of ten (10) consecutive years immediately prior to termination employment and must be at least fifty (50) years of age in the month of the teacher's last scheduled work day;

(ii) To be eligible for this sick leave severance pay, such teacher must provide a written resignation on or before March 15 of the year the teacher resigns. This resignation notice requirement may be waived in case of (i) resignation caused unexpectedly by disability or ill health of the teacher or (ii) illness, recovery from illness, or death of a member of the teacher's immediate family member as defined in Article IV, Section C, which affects the teacher's financial or time commitment to that family member.

(2) General Provisions Applying to Pay for Unused Sick Leave and Years of Service.

(a) Should a retired teacher reach a maximum contribution level to his 401(a) account, any entitlement of contribution for accumulated sick days or services years pay in excess of the 401(a) maximum shall be paid in cash to the retiring teacher. Any cash payment to be paid as a result of a teacher reaching the 401(a) maximum or to be paid as cash under the provisions of this Article are to be added to the teacher's last year salary, up to Two Thousand Dollars (\$2,000.00) and any excess shall be paid in a lump sum the earlier of ninety (90) days following the last day of teaching or July 1<sup>st</sup> following the last school year.

(b) Where a teacher has timely and properly provided notice of intent to retire consistent with this section (Section I) and dies prior to retirement, any payment of pay for unused sick leave days which would have resulted in the payment of cash to the teacher with the exception of the amount up to \$2,000, that is to be added to the last year salary and was in fact actually paid to the deceased teacher will be paid to the estate of the teacher.

(c) Where a teacher has not timely and properly provided notice of intent to retire consistent with this section (Section I) and dies before retirement, any payment of pay for unused sick leave days which would have resulted in the payment of cash to the teacher will be paid to the spouse, if any, and if not to any other individuals listed as dependents on the deceased teacher's IRS form in the twelve (12) months prior to death where a teacher was:

(i) Ten (10) years of service in Jennings County Schools as a teacher;  
and

(ii) Qualified for full ISTRF retirement (Rule of 85, 15 years at 60, or 10 years at 65).

J. Advance Retirement Notification Benefit. The purpose of this Advance Retirement Notification Benefit is to provide a benefit to those teachers who provide an advance notice of retirement to the School Corporation so that it may plan and recruit teacher candidates for vacancies caused by retirement.

In order to qualify for the Advance Retirement Notification Benefit, a teacher must:

(1) Have ten (10) consecutive years in the Jennings County Schools immediately prior to his/her retirement,

(2) Submit his/her written resignation to the Office of the Superintendent:

(i) Prior to August 1 of any school year,

(ii) To be effective on a specific date:

(a) No more than thirty-six (36) months from the aforementioned date of August 1, and

(b) Which retirement date is between school years.

A teacher who provides such a notice will receive an Advance Retirement Notification Benefit in which the School Corporation contributes One Thousand, Two Hundred Dollars (\$1,200.00) to the teacher's 401(a) plan. The teacher may receive up to three (3) years of this annual benefit.

This employer's contribution of One Thousand Two Hundred Dollars (\$1,200.00) a school year will be paid after the end of the school year for which the teacher is entitled to the benefit and will not vest until the time of the teacher's retirement. Such written notice of retirement may only be revoked in the event of a substantial change in personal circumstances.

K. Section 125 - Flexible Fringe Benefit Plan. The School Corporation agrees to provide a Section 125 fringe benefit plan for both Generation One and Two with any Generation Two charges paid by the individual participants. The timing of implementation of the Section 125 plan will occur at such time that is appropriate considering the plan's relationship with the IRS regulations, the insurance premium years and the administration of the implementation of Generation Two. On or before the anniversary date following ratification, retired teachers will receive any compensation under Section I of this Article through the Section 125 plan. The Association elects the \$500.00 carry over option instead of the three month grace period with respect to the submission of claims.

L. Tuition Reimbursement. Teachers can submit a proposal for tuition reimbursement (up to a maximum of 18 hours) to the Superintendent. Such proposal will be granted or denied in the sole discretion of the Superintendent. A teacher seeking reimbursement must be pre-approved in advance. Reimbursement will only be granted for areas of need for the School Corporation as determined by the Superintendent. The certification must be obtained by the teacher within 3 years. If a teacher leaves the Jennings County Schools within 5 years of being reimbursed or the teacher doesn't obtain the certification, then the teacher must repay the full amount. As a requirement to receive approval for tuition reimbursement under this provision, the teacher must sign an individual repayment agreement. If exceptional circumstances exist that a teacher wants to request a repayment waiver, then the request must be submitted in writing and the Superintendent, in her sole discretion, may waive repayment or a portion of the repayment on a case-by-case basis. Repayment waivers will only be granted in limited instances when the Superintendent determines the teacher has had a life altering event and such waiver is (in the Superintendent's sole discretion) justified under the circumstances.

M. Criminal Background Checks for Current Employees. The cost of criminal background checks that are required by law to be conducted for currently employed teachers will be paid by the School Corporation.

## ARTICLE VIII

### Direct Compensation

A. Extracurricular Stipend Schedule. Extracurricular stipends are set forth in Appendix 2-A and 2-B. All compensations are for established ECA positions that are Corporation approved and operated programs.

B. Base Salary. The compensation model for base salary increases is set forth in Appendices 3-A and 3-B.

C. Tax Deferred Salary (Employer/Teacher Savings Plan). The Board will establish and maintain the Jennings County Schools Employer/Teacher Savings Plan. The Board will contribute 1.125% of the teacher's regular salary to this 401(a) qualified tax deferred plan. This contribution will be made on or before July 1 following each school year. The teachers shall be 100% immediately vested in these contributions. Upon severance the teacher may access his/her 401(a) account.

D. Voluntary Employee Benefit Association. The Board will establish and maintain the Jennings County Schools 501(c)9 Voluntary Employee Benefit Association ("VEBA") that has separate Retirement Restructuring, Retirement and Active at work ("Active") accounts. The School Corporation will pay for any annual VEBA fee(s) for any teacher participating in the VEBA up to a maximum of Twenty Dollars (\$20.00) per year.

#### 1. Retirement Restructuring VEBA

These accounts were established for certain eligible teachers who have had their right to receive the former Social Security and Medicaid Bridge restructured through a buyout with contributions to a Retirement Restructuring VEBA account. The provisions governing that Retirement Restructuring VEBA account are set forth below.

If a teacher leaves the school corporation prior to the age of fifty (50), or prior to obtaining ten (10) years of service with the corporation, the teacher forfeits the corporation contribution to the Retirement Restructuring VEBA benefit and its accrued earnings. The total forfeited amount will be placed into the corporation's forfeiture account. Money held in this account shall be used to offset the employer's obligations to make annual contributions to the Voluntary Employee Benefit Association Accounts.

If a teacher dies prior to retirement, all VEBA contributions plus accrued earnings shall be the property of the teacher's IRS beneficiaries or estate if no beneficiaries are named.



If a teacher, who received a buy-out, becomes *classroom disabled* as defined by the Teacher's Retirement Fund or *permanently disabled* as defined by the Social Security Administration, prior to retirement, the buy-out contribution plus its accrued earnings shall be the property of the teacher.

For a teacher employed within Jennings County Schools hired after June 1, 2004, an annual deposit of Four Hundred Dollars (\$400) to the teacher's Retirement Restructuring VEBA account will be made on or before July 1, following the completion of each year of service. Teachers with at least one hundred twenty (120) days of service in any one school year will receive the full annual contribution. Teachers with a least sixty (60) but no more than one hundred nineteen and a half (119.5) days of service in any one school year will receive one-half (1/2) of the annual contribution. If a teacher leaves the school corporation prior to the age of fifty (50), or prior to obtaining ten (10) years of service with the corporation, the teacher forfeits the corporation contribution to the Retirement Restructuring VEBA benefit and its accrued earnings. The total forfeited amount will be placed into the corporation's forfeiture account. Money held in this account shall be used to make annual payments to the Voluntary Employee Benefit Association accounts.

## 2. Retirement VEBA

The Retirement VEBA may only be accessed upon severance from employment with the School Corporation. The Board will contribute 1.125% of the teacher's regular salary to this qualified VEBA plan. This contribution will be made on no less than a monthly basis. This contribution shall be deposited into a Retirement VEBA account separate from the Retirement Restructuring VEBA. The teachers shall be 100% immediately vested in these contributions upon separation from employment and may access his/her Retirement VEBA account at that time.

### E. Length of Service and Performance Annuity (Employer Contribution)

During each school year, teachers with 20 years of continuous service with Jennings County Schools who receive an evaluation rating of highly effective or effective will receive a length of service annuity contribution of ½% of the employee's base salary to his/her 401(a) plan.

F. Extended Contracts. Teachers on extended contracts will be paid their daily rate for each extra day worked under the extended contract.

G. Paydays. Teacher paydays shall occur twenty-four (24) times during the course of each contract payout year as defined for payout purposes only. Such "contract payout year" is accordingly defined as beginning upon the first day of general assignment of school year duties for teachers and extending for a period of approximately twelve (12) months.

Such twenty-four (24) paydays shall normally occur on the fifteenth (15<sup>th</sup>) and the last weekday of the month. If the fifteenth (15<sup>th</sup>) falls on a non-week day, teachers shall be paid on the last weekday prior to the fifteenth (15<sup>th</sup>).

The twenty-four (24) payments shall be equal and based upon at least one twenty-fourth of the contract payout year being completed before the initial payment is issued. For a teacher new to the district, twenty-five (25) pays would be permitted in the event that less than one twenty-fourth of the contract payout year has elapsed by the fifteenth (15<sup>th</sup>) of the month. In this case, the new teacher will be paid to date and the remaining salary shall be paid in twenty-four (24) equal payments.

The first pay shall be in August, unless circumstances beyond the Corporation's control prevent one twenty-fourth of the contract payout year being fulfilled on or prior to the last weekday of the month. In this event, the parties will work together to arrive at a mutually agreeable solution.

Such twenty-four (24) paydays shall normally occur as noted above, except as noted below:

1. Early Summer Payment Option. Qualifying teachers shall have the right to be paid, two weeks after the last regular pay date before summer vacation (i.e., two weeks after the last normal pay occurring during the regular school year) the remainder of the twenty-four (24) checks which they have earned under their individual school year contracts. This right, however, is subject to the following limitations:

a. To qualify for the Early Summer Payment Option, a teacher must facilitate the corporation's budgetary planning (which involves work more than one full calendar year in advance) by notifying the central office in writing no later than July 1 of the calendar year previous to the year in which the teacher wishes to receive early summer payment, of such teacher's wish to exercise the option.

b. No more than thirty (30) teachers in any one calendar year shall be allowed to receive early checks under this Early Summer Payment Option.

c. Individual teacher eligibility for the Early Summer Pay Option shall be determined, according to the date and time of individual application, on a "first come, first served" basis.

#### H. Teacher's Contribution to the Indiana State Teachers' Retirement Fund

The School Corporation shall pay the teachers' contribution of an amount not to exceed three percent (3%) of the teachers' total compensation to the Indiana State Teachers' Retirement Fund ("ISTRF").

I. Employment of a Retired Teacher in a Shortage Area.

A retired teacher shall be defined to be any teacher who is receiving benefits from a retirement fund established by any state. The retired teacher will be responsible for meeting ISTRF compliance requirements relative to any payments to this fund.

A contracted retired teacher will be entitled to annual paid sick leave days on a pro rata basis. Such sick leave days may accumulate from year to year up to a maximum of 90 days. However, no severance or other compensation will be paid for any unused sick leave days accumulated by a rehired retired teacher.

Contracted retired teachers reemployed in accordance with this provision will not be eligible, and shall waive any claim for additional employer contributions to any retirement/severance benefit (including TRF), or any other additional employer contribution to any tax sheltered annuity, deferred compensation plan, Retirement VEBA, Active VEBA, or similar plan other than as described in the preceding paragraph.

Any post retirement employment of a retired teacher must be in accordance with applicable law and must not result in any disqualification of any IRS qualified retirement/severance, deferred compensation, or similar plan, or otherwise jeopardize the corporation's qualified post retirement/separation plans, or cause tax penalties to be imposed on reemployed retired teachers, other plan participants, or the school corporation.

Other than the exceptions stated herein, rehired retirees will receive all other fringe benefits available to teachers.

ARTICLE IX

Term of Contract

This Contract was ratified by the parties on the dates indicated below and shall be effective from July 1, 2021 through June 30, 2023.

The undersigned parties attest to the following:

A public hearing (Pre-formal Bargaining Hearing) was held in compliance with I.C. & 20-29-6-1(b) on August 26, 2021. Electronic participation was not available.

The undersigned Board members also attest to the following:

A public meeting in compliance with I.C. 20-29-6-1(b) was held on October 28, 2021 to discuss the tentative agreement and electronic participation was not available.

[SIGNATURES ON THE FOLLOWING PAGE.]

JENNINGS COUNTY CLASSROOM  
TEACHER'S ASSOCIATION

THE BOARD OF SCHOOL TRUSTEES  
OF THE JENNINGS COUNTY  
SCHOOL CORPORATION

By: Molly R. Vaughan  
President

By: Callie Garrett  
Vice President

By: Patrick L. Sullivan  
President

By: James I. Brown  
Superintendent

Attest: Chelsea Moruso  
Secretary

Ratification Date: October 26, 2021

Ratification Date: November 11, 2021

**JENNINGS COUNTY SCHOOLS  
GRIEVANCE FORM**

**NAME OF TEACHER(S) SEEKING RELIEF:**

**NAME OF OTHER EMPLOYEE(S) INVOLVED, IF ANY:**

**IDENTIFICATION OF SPECIFIC PROVISIONS OF CONTRACT VIOLATED OR  
MISINTERPRETED:**

**STATEMENT OF FACTS GIVING RISE TO THE GRIEVANCE AND  
CONTENTION OF THE GRIEVANT WITH RESPECT TO THE GRIEVANCE:**

**SPECIFIC RELIEF REQUESTED:**

**SIGNATURE OF TEACHER(S) SEEKING RELIEF**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX 1**

**APPENDIX 2-A**  
**JENNINGS COUNTY SCHOOLS**  
**EXTRA-CURRICULAR STIPEND SCHEDULE (Effective 2021-2023)**

<b>EXTRA-CURRICULAR ACTIVITY</b>	<b>STIPEND AMOUNT</b>
Athletic Trainer	\$5,775
Strength and Conditioning Coach	\$8,500
<b>BASKETBALL</b>	
Assistant Varsity Boys Basketball	\$4,814
Assistant Varsity Girls Basketball	\$4,814
Head Boys Basketball Middle School	\$2,889
Head Girls Basketball Middle School	\$2,889
Assistant Boys Basketball Middle School	\$2,336
Assistant Girls Basketball Middle School	\$2,336
Elementary Basketball	\$432
<b>FOOTBALL</b>	
Assistant Varsity Football	\$4,814
Head Football Middle School	\$2,889
Assistant Football Middle School	\$1,925
<b>VOLLEYBALL</b>	
Girls Varsity Volleyball	\$5,775
Assistant Varsity Volleyball	\$3,850
Head Volleyball Middle School	\$2,613
Assistant Volleyball Middle School	\$1,925
<b>BASEBALL</b>	
Varsity Baseball	\$4,814
Assistant Baseball	\$3,301
<b>SOFTBALL</b>	
Varsity Softball	\$4,814
Assistant Softball	\$3,301
<b>TRACK</b>	
Varsity Boys Track	\$4,469
Varsity Girls Track	\$4,469
Assistant Boys Track	\$2,889
Assistant Girls Track	\$2,889
Head Boys Track Middle School	\$2,336
Head Girls Track Middle School	\$2,336

Assistant Boys Track Middle School	\$1,652
Assistant Girls Track Middle School	\$1,652
Unified Track (High School)	\$940
<b>WRESTLING</b>	
Varsity Wrestling	\$4,814
Assistant Wrestling	\$3,301
Head Wrestling Middle School	\$2,336
Assistant Wrestling Middle School	\$1,925
<b>SWIMMING</b>	
Varsity Swimming	\$4,814
Assistant Swimming	\$3,301
Head Swimming Middle School	\$1,925
Assistant Middle School Swim Coach	\$1,652
<b>SOCCER</b>	
Varsity Boys Soccer	\$4,469
Varsity Girls Soccer	\$4,469
Assistant Boys Soccer	\$2,889
Assistant Girls Soccer	\$2,889
Head Middle School Soccer	\$2,613
Assistant Middle School Soccer	\$1,925
<b>CROSS COUNTRY</b>	
Varsity Girls Cross Country	\$2,889
Varsity Boys Cross Country	\$2,889
Varsity Girls/Boys Cross Country Asst.	\$1,652
Head Boys Cross Country Middle School	\$1,925
Head Girls Cross Country Middle School	\$1,925
<b>GOLF</b>	
Varsity Boys Golf	\$2,889
Varsity Girls Golf	\$2,889
Middle School Golf	\$1,237
<b>TENNIS</b>	
Varsity Girls Tennis	\$2,889
Varsity Boys Tennis	\$2,889
<b>CHEERLEADING</b>	
Varsity Cheerleading	\$2,889
Cheerleading Sponsor Middle School	\$1,652



<b>YOUTH TEAM</b>	
Jennings Youth Involvement Team (up to 2)*	\$1,168
<b>YEARBOOK</b>	
Middle School Yearbook	\$1,168
<b>PROJECT LEAD THE WAY</b>	
PLTW – Manufacturing	\$5,775
<b>NEWSPAPER</b>	
Middle School Newspaper	\$1,168
<b>DRAMA</b>	
Drama High School	\$940***
Drama Middle School	\$940***
Drama Elementary	\$577
Lighting Director	\$2,792
Asst. Lighting Director	\$940
<b>BAND/ORCHESTRA/COLOR GUARD</b>	
Band Director	\$7,700
Band Assistant High School	\$1,652
Middle School Band Director	\$1,652
Orchestra Director	\$1,652
Bugle Sponsor	\$1,376
Annual Sponsor	\$1,376
Drill Team High School	\$1,376
Drill Team Middle School	\$1,168
High School Color Guard	\$2,336
<b>CHOIR</b>	
Choral Director	\$5,775
Middle School Choral Director	\$940
<b>CLASS SPONSORS</b>	
Senior Class Sponsor	\$940
Junior Class Sponsor	\$940
Sophomore Class Sponsor	\$577
Freshman Class Sponsor	\$577
8 <sup>th</sup> Grade Class Sponsor	\$577
<b>OTHER DEPARTMENT HEADS</b>	
High School Department Heads with 5 or more in their Department	\$940

High School Department Heads with less than 5 in their Department	\$577
Middle School Department Heads with 5 or more in their Department	\$940
Middle School Department Heads with less than 5 in their Department	\$577
Department Head for Media	\$940
<b>GUIDANCE DEPARTMENT HEADS</b>	
Guidance Department Head	\$940
<b>ACADEMIC COACHES &amp; TEAMS – HIGH SCHOOL</b>	
High School Social Studies Coach	\$577
High School Math Coach	\$577
High School Science Coach	\$577
High School Language Arts Coach	\$577
High School Fine Arts Coach	\$577
High School Spell Bowl Coach	\$577
Academic Team Coordinator High School	\$577
National Honor Society	\$940
National Art Honor Society	\$940
STEM (1)	\$432
<b>ACADEMIC COACHES &amp; CLUBS – MIDDLE SCHOOL</b>	
Middle School Academic Coach	\$432
Middle School Math Club (up to 2)*	\$432
Middle School Language Arts Club (up to 2)*	\$432
Middle School Science Club (up to 2)*	\$432
Middle School Technology Club	\$432
Middle School Social Studies Club	\$432
STEM (1)	\$432
<b>ACADEMIC COACHES &amp; CLUBS – ELEMENTARY</b>	
Elementary Club (discretionary)**	\$432
Elementary Math Club	\$432
Elementary Club (discretionary)**	\$432
Elementary Spell Bowl	\$432
Elementary Club (discretionary)**	\$432
Elementary Club (discretionary)**	\$432
STEM (1)	\$432

<b>WHOLE CHILD COORDINATORS</b>	
Elementary	\$577
Secondary	\$577
<b>STUDENT COUNCIL</b>	
Student Council High School	\$940
Student Council Middle School	\$940
Student Council Elementary	\$432

This Appendix 2-A applies to all teachers serving in ECA positions except for those grandfathered teachers specifically identified in Appendix 2-B.

\*The number of positions was not bargained, but has been included merely for informational purposes.

\*\*The discretionary elementary ECA positions will be determined at the discretion of the Principal.

\*\*\*If there are not enough student participants to have a separate middle school and high school drama club, then the sponsor will only receive one stipend in the sum of \$940.

**Appendix 2-B**  
**JENNINGS COUNTY SCHOOLS EXTRA-CURRICULAR STIPEND GRANDFATHER SCHEDULE**

This Appendix 2-B applies only to those grandfathered teachers specifically identified in this schedule who, as of the beginning of the 2014-2015 school year, have been performing the same extra-curricular activity for at least 4 years, will continue performing the same extra-curricular activity for the 2015-2016 school year, and already receive ECA pay for each position identified below that is higher than the stipend identified in Appendix 2-A of this contract for the same position. Each teacher on this Appendix 2-B will be paid the stipend set forth in this schedule during the contract years for the specific ECA position identified in this schedule (assuming the teacher fulfills all duties required of the ECA position). If the identified grandfathered teacher ceases performing his/her extra-curricular activity on this schedule, then the grandfathered teacher's ECA position and corresponding stipend shall be editorially deleted from this Appendix 2-B and any new teacher covered by this Agreement who is hired for the ECA position shall be paid in accordance with the schedule in Appendix 2-A.

<b>ECA Position</b>	<b>Teacher Name*</b>	<b>Stipend Amount</b>
Head Boys Cross Country Middle School	David Logan	\$2,122
Asst. Baseball	Pete Manowitz	\$3,639

\*The names of the teachers noted in the ECA positions are for informational purposes and were not bargained.

## **APPENDIX 3-A COMPENSATION MODEL SPECIFICATIONS**

### **Base Salary Increases**

The parties have negotiated base salary increases for the 2021-2022 and 2022-2023 school years in accordance with this Compensation Model.

### **I. Compensation Model for the 2021-2022 School Year**

#### **A. General Eligibility**

1. Except as provided in paragraph (A)2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.
3. A teacher must have been employed in the corporation for at least 120 days in the prior school year.

#### **B. Factors and Definitions**

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Academic Needs – The importance of retaining teachers in the corporation based on their current salary level.

C. Distribution – The parties have negotiated a new salary schedule for the 2021-2022 school year that increases the starting salary in the B-0 column by \$3,000 from the prior 2020-2021 salary scale, and then from there the rest of the new scale has \$900 row increments and \$1,800 column increments. The new 2021-2022 salary schedule is located in Appendix 3-B. There will be no row or column advancement in the 2021-2022 salary schedule for returning teachers in the 2021-2022 salary schedule. Rather, amounts will be added to a returning teacher's base salary in accordance with the following distribution plan to get each teacher placed within the new salary schedule as agreed by the parties:

1. Evaluation rating of highly effective or effective: \$1,850
2. Academic Needs: Each teacher meeting this factor will receive an additional amount to their prior year's base salary in a range between \$1.00 and

\$5,168.50 as established by the Superintendent and agreed by the parties during bargaining.

The lowest possible base salary increase for the 2021-2022 school year is \$1,850. The highest possible base salary increase for the 2021-2022 school year is \$7,018.50.

### **Salary Range**

The salary range for the 2021-2022 school year before base salary increases are applied is \$39,000 to \$70,700. The salary range for the 2021-2022 school year after base salary increases are applied is \$42,000 to \$78,000.

## **II. Compensation Model for the 2022-2023 School Year**

### **A. General Eligibility**

1. Except as provided in paragraph (A)2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.
3. A teacher must have been employed in the corporation for at least 120 days in the prior school year.

### **B. Factors and Definitions**

1. Academic Needs – The importance of retaining all eligible teachers in the corporation to provide educational continuity for students.
2. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
3. Education – The teacher newly attained content area credit hours or a content area degree above the requirements for employment. “Content area” is as defined by the Indiana Department of Education.

C. Distribution – The parties have negotiated an across the board increase of \$2,100 to the 2022-2023 salary schedule located in Appendix 3-B. Eligible teachers meeting the definition of academic needs will receive this across the board increase to the 2022-2023 salary schedule. In addition, there will be row or column advancement permitted in the 2022-2023 salary schedule for returning teachers in accordance with this

distribution plan. Amounts will be added to a returning teacher's base salary in accordance with the following distribution plan:

1. Academic Needs: \$2,100 (reflecting the across the board increase to the 2022-2023 salary schedule)
2. Evaluation rating of highly effective or effective: \$900 (reflecting taking one step down on the salary schedule)
3. Education: \$900 (reflecting moving one column directly across on the salary schedule. No diagonal movement is permitted. This factor is 50% or less of the teacher's total increase.)

The highest possible base salary increase for the 2022-2023 school year is \$3,900 (which would apply to those teachers meeting all three factors).

### **Salary Range**

The salary range for the 2022-2023 school year before base salary increases are applied is \$42,000 to \$78,000. The salary range for the 2022-2023 school year after base salary increases are applied is \$44,100 to \$80,100.

### **Redistribution Clause for 2021-2022 and 2022-2023 School Years**

The amount that would otherwise have been allocated for the salary increase of teachers rated ineffective or improvement necessary shall be allocated for compensation to teachers rated effective or highly effective in the form of a stipend.

### **Placement of New Teachers on the Salary Schedule for the 2021-2022 and 2022-2023 School Years**

New teachers hired by Jennings County Schools will be placed on the salary schedule for the applicable school year in Appendix 3-B at a salary amount that mirrors the same salary of a current employee with the same education and years of experience, subject to the cap set forth below. A new teacher's years of experience in a non-public school(s) may be credited for purposes of salary schedule placement if approved by the Superintendent. New hires employed for the 2021-2022 school year who were hired prior to the ratification of this contract will have their starting salary adjusted upward by \$3,000.

New hire salary placement experience cap: A new hire will not be credited with more than 15 years of experience unless the Superintendent and Association President mutually agree otherwise.

### **Signing Bonus for Hard to Fill Positions**

With respect to teaching positions that are hard to fill, the Superintendent in her sole discretion may pay a newly hired teacher filling such position a one-time stipend of up to \$3,000.



**APPENDIX 3-B**

**JENNINGS COUNTY SCHOOL CORPORATION  
2021-2022 NEW TEACHER HIRING SALARY SCHEDULE**

	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
0*	\$42,000.00	\$43,800.00	\$45,600.00	\$47,400.00	\$49,200.00	\$51,000.00
1	\$42,900.00	\$44,700.00	\$46,500.00	\$48,300.00	\$50,100.00	\$51,900.00
2	\$43,800.00	\$45,600.00	\$47,400.00	\$49,200.00	\$51,000.00	\$52,800.00
3	\$44,700.00	\$46,500.00	\$48,300.00	\$50,100.00	\$51,900.00	\$53,700.00
4	\$45,600.00	\$47,400.00	\$49,200.00	\$51,000.00	\$52,800.00	\$54,600.00
5	\$46,500.00	\$48,300.00	\$50,100.00	\$51,900.00	\$53,700.00	\$55,500.00
6	\$47,400.00	\$49,200.00	\$51,000.00	\$52,800.00	\$54,600.00	\$56,400.00
7	\$48,300.00	\$50,100.00	\$51,900.00	\$53,700.00	\$55,500.00	\$57,300.00
8	\$49,200.00	\$51,000.00	\$52,800.00	\$54,600.00	\$56,400.00	\$58,200.00
9	\$50,100.00	\$51,900.00	\$53,700.00	\$55,500.00	\$57,300.00	\$59,100.00
10	\$51,000.00	\$52,800.00	\$54,600.00	\$56,400.00	\$58,200.00	\$60,000.00
11	\$51,900.00	\$53,700.00	\$55,500.00	\$57,300.00	\$59,100.00	\$60,900.00
12	\$52,800.00	\$54,600.00	\$56,400.00	\$58,200.00	\$60,000.00	\$61,800.00
13	\$53,700.00	\$55,500.00	\$57,300.00	\$59,100.00	\$60,900.00	\$62,700.00
14	\$54,600.00	\$56,400.00	\$58,200.00	\$60,000.00	\$61,800.00	\$63,600.00
15	\$55,500.00	\$57,300.00	\$59,100.00	\$60,900.00	\$62,700.00	\$64,500.00
16	\$55,500.00	\$58,200.00	\$60,000.00	\$61,800.00	\$63,600.00	\$65,400.00
17	\$55,500.00	\$59,100.00	\$60,900.00	\$62,700.00	\$64,500.00	\$66,300.00
18	\$55,500.00	\$60,000.00	\$61,800.00	\$63,600.00	\$65,400.00	\$67,200.00
19	\$55,500.00	\$60,900.00	\$62,700.00	\$64,500.00	\$66,300.00	\$68,100.00
20	\$55,500.00	\$61,800.00	\$63,600.00	\$65,400.00	\$67,200.00	\$69,000.00
21	\$55,500.00	\$61,800.00	\$64,500.00	\$66,300.00	\$68,100.00	\$69,900.00
22	\$55,500.00	\$61,800.00	\$65,400.00	\$67,200.00	\$69,000.00	\$70,800.00
23	\$55,500.00	\$61,800.00	\$66,300.00	\$68,100.00	\$69,900.00	\$71,700.00
24	\$55,500.00	\$61,800.00	\$67,200.00	\$69,000.00	\$70,800.00	\$72,600.00
25	\$55,500.00	\$61,800.00	\$68,100.00	\$69,900.00	\$71,700.00	\$73,500.00
26	\$55,500.00	\$61,800.00	\$69,000.00	\$70,800.00	\$72,600.00	\$74,400.00
27	\$55,500.00	\$61,800.00	\$69,900.00	\$71,700.00	\$73,500.00	\$75,300.00
28	\$55,500.00	\$61,800.00	\$70,800.00	\$72,600.00	\$74,400.00	\$76,200.00
29	\$55,500.00	\$61,800.00	\$71,700.00	\$73,500.00	\$75,300.00	\$77,100.00
30+	\$55,500.00	\$61,800.00	\$72,600.00	\$74,400.00	\$76,200.00	\$78,000.00

### **APPENDIX 3-B**

#### **JENNINGS COUNTY SCHOOL CORPORATION 2022-2023 NEW TEACHER HIRING SALARY SCHEDULE (Across the Board Increase: \$2,100)**

	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
0*	\$44,100.00	\$45,900.00	\$47,700.00	\$49,500.00	\$51,300.00	\$53,100.00
1	\$45,000.00	\$46,800.00	\$48,600.00	\$50,400.00	\$52,200.00	\$54,000.00
2	\$45,900.00	\$47,700.00	\$49,500.00	\$51,300.00	\$53,100.00	\$54,900.00
3	\$46,800.00	\$48,600.00	\$50,400.00	\$52,200.00	\$54,000.00	\$55,800.00
4	\$47,700.00	\$49,500.00	\$51,300.00	\$53,100.00	\$54,900.00	\$56,700.00
5	\$48,600.00	\$50,400.00	\$52,200.00	\$54,000.00	\$55,800.00	\$57,600.00
6	\$49,500.00	\$51,300.00	\$53,100.00	\$54,900.00	\$56,700.00	\$58,500.00
7	\$50,400.00	\$52,200.00	\$54,000.00	\$55,800.00	\$57,600.00	\$59,400.00
8	\$51,300.00	\$53,100.00	\$54,900.00	\$56,700.00	\$58,500.00	\$60,300.00
9	\$52,200.00	\$54,000.00	\$55,800.00	\$57,600.00	\$59,400.00	\$61,200.00
10	\$53,100.00	\$54,900.00	\$56,700.00	\$58,500.00	\$60,300.00	\$62,100.00
11	\$54,000.00	\$55,800.00	\$57,600.00	\$59,400.00	\$61,200.00	\$63,000.00
12	\$54,900.00	\$56,700.00	\$58,500.00	\$60,300.00	\$62,100.00	\$63,900.00
13	\$55,800.00	\$57,600.00	\$59,400.00	\$61,200.00	\$63,000.00	\$64,800.00
14	\$56,700.00	\$58,500.00	\$60,300.00	\$62,100.00	\$63,900.00	\$65,700.00
15	\$57,600.00	\$59,400.00	\$61,200.00	\$63,000.00	\$64,800.00	\$66,600.00
16	\$57,600.00	\$60,300.00	\$62,100.00	\$63,900.00	\$65,700.00	\$67,500.00
17	\$57,600.00	\$61,200.00	\$63,000.00	\$64,800.00	\$66,600.00	\$68,400.00
18	\$57,600.00	\$62,100.00	\$63,900.00	\$65,700.00	\$67,500.00	\$69,300.00
19	\$57,600.00	\$63,000.00	\$64,800.00	\$66,600.00	\$68,400.00	\$70,200.00
20	\$57,600.00	\$63,900.00	\$65,700.00	\$67,500.00	\$69,300.00	\$71,100.00
21	\$57,600.00	\$63,900.00	\$66,600.00	\$68,400.00	\$70,200.00	\$72,000.00
22	\$57,600.00	\$63,900.00	\$67,500.00	\$69,300.00	\$71,100.00	\$72,900.00
23	\$57,600.00	\$63,900.00	\$68,400.00	\$70,200.00	\$72,000.00	\$73,800.00
24	\$57,600.00	\$63,900.00	\$69,300.00	\$71,100.00	\$72,900.00	\$74,700.00
25	\$57,600.00	\$63,900.00	\$70,200.00	\$72,000.00	\$73,800.00	\$75,600.00
26	\$57,600.00	\$63,900.00	\$71,100.00	\$72,900.00	\$74,700.00	\$76,500.00
27	\$57,600.00	\$63,900.00	\$72,000.00	\$73,800.00	\$75,600.00	\$77,400.00
28	\$57,600.00	\$63,900.00	\$72,900.00	\$74,700.00	\$76,500.00	\$78,300.00
29	\$57,600.00	\$63,900.00	\$73,800.00	\$75,600.00	\$77,400.00	\$79,200.00
30+	\$57,600.00	\$63,900.00	\$74,700.00	\$76,500.00	\$78,300.00	\$80,100.00

### **APPENDIX 3-C: ONE-TIME STIPENDS**

The parties have bargained and agreed to the following one-time stipend payments for teachers meeting the requirements specified below to receive such stipend(s):

A. Attendance Stipend. A teacher with “perfect attendance” will be paid a one-time stipend in the sum of \$250 after the end of the school year in which it was earned. This payment shall be included in and made on or before the employee’s last pay check in June. DUE TO COVID-19, THIS STIPEND SHALL CONTINUE TO BE SUSPENDED FOR THE 2021-2023 CONTRACT TERM.

B. Service Years and Performance One-Time Stipend. All teachers who have completed ten (10) or more years of service in Jennings and receive an evaluation rating of highly effective or effective, shall receive a one-time stipend of One Hundred Dollars (\$100.00) for each full year of service and Fifty Dollars (\$50.00) for any one-half (1/2) year of service. Such one-time stipend shall be paid into the teacher’s 401(a) account.

C. Master Teacher Stipend. The purpose of the Master Teacher stipend is to reward effective teaching, length of service in Jennings County Schools and teaching experience. In order to qualify for the Master Teacher stipend, a teacher must: (1) have ten (10) consecutive years in the Jennings County Schools; (2) have received an evaluation rating of highly effective or effective for the school year preceding the payment of the Master Teacher stipend; (3) provide a written election notice to the Business Office by the last day of school of the school year immediately preceding the school year in which the teacher would receive his/her first Master Teacher stipend. Any teacher who has applied for and been granted career increment under any prior Jennings County Master Teacher Contract preceding the 2014-2015 Master Teacher Contract will be grandfathered under the former career increment provisions that were in effect prior to the effective date of the 2014-2015 Master Teacher Contract and these teachers shall not be entitled to apply for or receive any Master Teacher Stipend under this section.

The annual Master Teacher stipend is \$1,200.00 and does not become part of a teacher’s base salary.

A teacher who meets all requirements to earn a Master Teacher stipend may earn a maximum of five (5) annual \$1,200.00 Master Teacher stipends throughout a consecutive five (5) year period. The five (5) year consecutive period within which a qualifying teacher will be permitted to receive a Master Teacher stipend will begin the school year that the teacher receives the first Master Teacher stipend and will conclude at the end of the 5<sup>th</sup> consecutive year thereafter. A teacher can have the opportunity to earn a maximum of one \$1,200.00 Master Teacher stipend in any single school year. To illustrate, if a teacher provides his/her written election notice to the Business Office by the last day of school of the 2020-2021 school year, and if the teacher receives an

evaluation rating of highly effective or effective for the 2020-2021 school year and has at least ten (10) consecutive years in the Jennings County Schools, then the teacher will qualify to receive his/her first Master Teacher stipend during the 2021-2022 school year. Under this example, the five (5) year consecutive period during which the teacher would be eligible to receive a Master Teacher stipend would commence at the beginning of the 2021-2022 school year and would conclude at the end of the 2025-2026 school year.

In any year during the consecutive 5 year period that all eligibility requirements are not met, the teacher will forfeit the Master Teacher stipend for the following school year. To illustrate, using the example above, if that same teacher receives an evaluation rating of ineffective or needs improvement during the 2021-2022 school year, then the teacher would not receive a Master Teacher stipend during the 2022-2023 school year because he/she would have failed to receive a qualifying evaluation the previous school year. However, if the teacher receives an evaluation rating of highly effective or effective for the 2022-2023 school year, then the teacher will be eligible to receive a Master Teacher stipend during the 2023-2024 school year because the teacher would have received a qualifying evaluation during the preceding school year.

Under no circumstances will a teacher be permitted to earn more than one \$1,200.00 Master Teacher stipend during any single school year in which he/she is eligible to receive a Master Teacher stipend. In addition, under no circumstances will a teacher be permitted to receive a Master Teacher stipend if the teacher has not received a final evaluation rating for the previous school year. For example, if a teacher would be on leave during a school year and the teacher would not receive a final evaluation rating for that school year, then the teacher would not qualify to receive a Master Teacher stipend the following school year.

If the teacher would separate employment with the Jennings County Schools for any reason prior to the end of the continuous five (5) year period, then the teacher will forfeit the opportunity to be paid any additional Master Teacher stipends following the separation of the teacher's employment from Jennings County Schools.

A teacher who meets the criteria to receive a Master Teacher Stipend will receive the stipend payment in one lump sum no earlier than September 1 and no later than 60 days after the teacher is notified of his/her final evaluation rating for the preceding school year, whichever comes later.

D. Extra-Ordinary One-Time Stipend. It is understood that the performance of extra duties is implicit in the teacher's general employment contract but it is also understood that an extra-ordinary one-time stipend may in certain situations be granted to help somewhat to correct inequities which are inherent in the distribution of extra duty tasks.

E. National Board Certification. Any teacher who holds National Board Certification as granted by the National Board of Teaching Standards for the entire contract payout year and receives an evaluation rating of highly effective or effective for

the preceding school year shall receive a stipend of One Thousand Dollars (\$1,000). Any teacher who holds National Board Certification for at least one-half but less than the full contract payout year and receives an evaluation rating of highly effective or effective for the preceding school year shall receive a stipend of Five Hundred Dollars (\$500). A teacher who has held a Certificate of Clinical Competence for three consecutive years and receives an evaluation rating of highly effective or effective for the preceding school year is entitled to receive the same stipend as a teacher who holds National Board Certification.

F. High Ability Stipend. If the School Corporation receives a high ability grant, then the School Corporation may award a teacher(s) with a stipend from such grant in accordance with the terms of the grant.

### **APPENDIX 3-D: ANCILLARY DUTY COMPENSATION**

The following ancillary duties will be compensated in accordance with the provisions herein:

A. Curriculum/Project Development Pay. There will be a curriculum/project development rate of Twenty Dollars (\$20.00) for compensation of authorized extra duty work.

B. After School Duties: If a teacher volunteers to work for no compensation at school two events, then the teacher will receive a free all events pass. Alternatively, teachers may earn a free jeans day for every two hours of after school duties they perform for no compensation. The voluntary nature of assignments was not bargained but is included for informational purposes.

C. Faculty Meetings. Teachers will stay after their contracted work day once a month for up to one hour immediately after students leave for no additional compensation for faculty meetings.\*\*

\*The parties have not bargained what duties are ancillary. The identity of the duties are included for informational purposes only.

\*\* The parties have not bargained hours or duties in this provision but rather are providing this information for informational purposes only so it is clear what teachers are being required to do outside of their contacted time for no additional compensation.

## **JENNINGS COUNTY SCHOOLS**

### **SICK LEAVE BANK ENROLLMENT FORM**

Pursuant to the applicable provisions of the "Contract between the Board of School Trustees of the Jennings County Schools and the J.C.C.T.A.," I hereby authorize the School Corporation to transfer one (1) of my sick leave days to the Sick Leave Bank, allowing me to become or remain an active member of the Sick Leave Bank. I understand that this is a permanent transfer of the day in question and that this day shall not be refunded or returned to me except insofar as I may qualify to receive Sick Leave Bank benefits.

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Name of Employee

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Date

## **APPENDIX 4**