



# JAC-CEN-DEL COMMUNITY SCHOOLS

EVERY CHILD, EVERY CHANCE, EVERY DAY

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## MASTER CONTRACT AUGUST 1, 2023 – JULY 31, 2025

Jac-Cen-Del Community School Corporation  
and  
Jac-Cen-Del Educators Association

Effective: August 1, 2023  
Adopted by Board Action: November 13, 2023

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## RECOGNITION

The Jac-Cen-Del Educators' Association (hereinafter referred to as the "Association") is hereby recognized by the Jac-Cen-Del Community School Corporation (hereinafter referred to as the "Corporation" of Ripley County, Indiana), as the collective bargaining unit representing the certified employees of the Corporation (hereinafter referred to as the "Bargaining Unit"), except for the positions of superintendent, high school and elementary principals, assistant principals, guidance counselor, and athletic director, as set forth in Indiana Code Title 20, Article 29. The association president or designee may be entitled to up to five (5) days of paid leave for purposes of association business.

## SALARY PROVISIONS

- A. Teachers compensation model for this contract year is set forth in "Appendix A", which is attached to and incorporated herein, along with the salary schedule "Appendix B", referred to therein.
- B. Employees performing extracurricular responsibilities for this contract year shall be paid in accordance with the extracurricular stipend schedule.
- C. Employee salaries shall be paid in twenty-six (26) equal installments. Any employee who signed-up for lump sum payments before 2018 will be grandfathered in.
- D. Any employee who, after having been initially employed by the Corporation, serves in any branch of the United States military service, and who receives an honorable discharge shall receive credit for his/her years of service upon his/her return to employment for purposes of compensation and experience not to exceed four (4) years.
- E. **Driver's education** - Teachers certified to teach driver's ed shall be paid for each hour of driving instruction, as follows, per years of experience on the current salary schedule. In addition, a stipend of \$2,240 will be paid in two (2) installments (\$1,120 each in March and June) for classroom instruction.

0-5 years of teaching experience	\$23.00 per hour
6-10 years teaching experience	\$27.00 per hour
11-15 years teaching experience	\$31.00 per hour
16 years teaching experience and up	\$35.00 per hour

**Extra instruction** for the following areas will be paid per the following schedule:

Tutoring / Remediation	\$35 Per Hour
Detention	\$20 Per Hour
Homebound	Teacher's hourly rate of pay

- F. A teacher who forfeits his/her preparation period, at the direction of the administrator, to cover a class of another teacher when no sub is available, will receive \$25 per period for up to 60 minutes of coverage time.

## SALARY PROVISIONS (CONTINUED)

- G. In the event the corporation experiences difficulty in filling teaching positions in high demand or specialized areas, the Superintendent shall discuss the option of a higher placement on the hiring schedule for new hires and/or the offering of a stipend with the Association President. Both parties shall agree in order to change the placement of such an employee's placement on the salary schedule or offer a stipend.
- H. The Corporation shall contribute one percent (1.0%) of the teacher's regular salary to a 401(a) qualified tax deferred plan. This contribution will be made semi-annually to TIAA-CREF.
- I. Effective January 1, 2009, the Corporation shall also contribute (1.25%) of the teacher's regular salary to a qualified deferred Retirement Savings Plan (TIAA-CREF). This contribution will be made semi-annually to TIAA-CREF. Terms of this contribution are listed below:
1. Effective with the 2003-2004 contract year, the Corporation contributes an amount into a separate 401(a) account for the Retirement Savings Plan. These 401(a) accounts will not contain contributions for accumulated sick leave compensation or for the corporation contribution to a tax deferred plan instituted in 2002-2003.
  2. It is understood and agreed that accumulated corporation Retirement Savings Plan contributions to each teacher's Retirement Savings Plan 401(a) account for earnings thereon shall offset the liability of the Corporation for any amount due for early retirement. The calculation shall be made as of May 31 of the year of retirement. Any remaining liability of the Corporation for payment of early retirement benefits shall be allocated in the retirement year as a lump sum.
  3. In the event a certified employee dies in active service, all of the Corporation's contributions to the 401(a) Plan, plus all accrued earnings, shall be paid to his or her named beneficiary or to his or her estate if no beneficiary is named.
  4. All certified employees shall be 100% vested in the Retirement Savings Plan upon completion of the fourth year with the corporation.
- J. Administratively-directed professional development outside of the contract shall be paid per the following. Employees receiving compensation for conference attendance / professional development from an outside entity are not entitled to this compensation.
- |                       |                        |
|-----------------------|------------------------|
| · 2 hours = \$25      | · 2 to 4 hours = \$50  |
| · 4 to 6 hours = \$75 | · 6 to 8 hours = \$100 |
- K. In the event any employee shall be required to use his/her personal vehicle for Corporation business, such employee shall be compensated by the Corporation at the rate per mile traveled as allowed by the Internal Revenue Service as a standard mileage deduction, provided said travel shall have received prior approval by the Corporation. If a corporation vehicle is available to be driven it must be used. If an employee makes the choice to drive their own vehicle instead, even though a vehicle is available, they will not be reimbursed for mileage.

### A. Retirement

Upon the retirement of an employee, age fifty-five (55) or older, from the Corporation, they will receive severance pay, which sum shall be equal to his/her accumulated sick leave days, multiplied by seventy-five (\$75.00) per day plus a sum equal to one hundred dollars (\$100.00) for each year of employment of such employee with the Corporation.

When an employee elects to retire, the severance pay shall be deposited into the teacher's 401(a) (TERF) account on or before the next scheduled payroll date after the teacher's last day of employment. An amount up to two thousand dollars (\$2,000.00) of such severance pay shall be reported to the Indiana Teacher's Retirement Fund (TERF) as salary for the last year of service. If the amount of severance pay is not at least two thousand dollars (\$2,000.00) only the amount of the severance pay shall be reported in the Indiana Teacher's Retirement Fund (TERF) as salary. If the amount of severance pay is at least two thousand dollars (\$2,000.00), then two thousand dollars (\$2,000.00), shall be reported to the Indiana Teacher's Retirement Fund (TERF) as salary.

In order to qualify for such severance, the employee must have made application to retire to the Indiana Teacher's Retirement Fund (TERF) and must have taught in the Jac-Cen-Del Community School Corporation for a period of no less than fifteen (15) years. Employee must also submit to the superintendent, on or before March 1 of the year of retirement, a written notification of intent to retire, unless such requirement is waived by the corporation in cases of medical emergency or unforeseen circumstances. No employee shall retire with severance pay before his/her (55<sup>th</sup>) birthday.

In case of death of the employee after application, payment for severance pay shall be made in one (1) lump sum and shall be made to the beneficiary or beneficiaries listed as such with the Indiana Teacher's Retirement Fund (TERF). Any employee who has been employed for more than fifteen (15) years with the Corporation and who shall become permanently disabled shall be entitled to his/her severance pay upon certification to the Corporation of a final ruling of disability by the Social Security Administration.

In case of death of the employee after application, payment for severance pay shall be made in one (1) lump sum and shall be made to the beneficiary or beneficiaries listed as such with the Indiana Teacher's Retirement Fund (TERF). Any employee who has been employed for more than fifteen (15) years with the Corporation and who shall become permanently disabled shall be entitled to his/her severance pay upon certification to the Corporation of a final ruling of disability by the Social Security Administration.

## RETIREMENT (CONTINUED)

### B. Early Retirement Plan

No employee entering employment with the Corporation after June 1, 2004 shall qualify for the Early Retirement Plan listed below.

To be eligible for benefits from an early retirement plan an employee must:

1. Be at least 55 years of age;
2. Have completed fifteen (15) years of service with the corporation;
3. Submit to the superintendent on or before March 1 of the year of retirement a written notification of intent to retire, which notification may be waived by the Corporation in the event of a medical emergency or unforeseen extraordinary circumstances.

The early retirement payments shall not exceed the sum of \$5,400 in each year, up to the age of 63, and not to exceed five (5) consecutive years. The total sum owed to the employee, as referenced above, shall be paid into the 401(a) account (TIAA-CREF) as one lump sum within sixty (60) days of retirement.

## FRINGE BENEFITS

New bargaining unit employees must complete the application forms for insurance. Medical, vision, dental, and life benefits shall be effective on the first billing date after the date of hire (if hired on the first day of the month, effective date is the date of hire) as long as the application form is received within 31 days of the effective date.

### A. Life Insurance

The Corporation shall provide a Fifty Thousand Dollar (\$50,000) double indemnity term life insurance policy for each full-time certified employee. The entire cost of which shall be paid by the Corporation.

### B. Medical Insurance

Effective January 1, 2024, The Corporation shall pay four thousand, nine hundred and sixty-seven dollars, and eighty-eight cents (\$4,967.88) annually, for a single health plan and nine thousand, eleven dollars, and eighty-eight cents (\$9,011.88) annually for family health insurance plans.

Effective January 1, 2025, The Corporation shall pay five thousand and eight hundred dollars (\$5,800) annually, for a single health plan and nine thousand and eight hundred dollars (\$9,800) annually for family health insurance plans.

Should an employed married couple choose to participate in a family plan, employee and spouse plan, or employee and children plan, the corporation will contribute the specified contractual amount for the specified plan chosen plus the contractual amount of the single plan. The total will not exceed the total cost of the premium.

The Association shall appoint one member as a representative to the trust as bargained.

## FRINGE BENEFITS (CONTINUED)

The Corporation is a member of the Southeastern Indiana School Insurance Trust. In the event that the Trustees of the Southeastern Indiana School Insurance Trust approve a premium holiday, the holiday shall be shared equitably between the Corporation and its employees that participate in medical coverage provided through the Southeastern Indiana School Insurance Trust. Specifically, the Corporation shall receive a credit towards the amount of premium payable under the terms of this Agreement equal to the portion of the Corporation's normal contribution that is not paid as a result of the premium holiday.

### **B. Dental Insurance**

The Corporation shall pay 100% of dental insurance under employee's dental insurance plan to certified employees.

### **C. Section 125**

Benefits of Internal Revenue Act of 1978 are available for medical insurance, disability insurance and cancer insurance premiums; and for non-reimbursed medical expenses including vision and dental care and dependent care. All administrative fees are to be paid by the participating employee.

### **D. Long Term Disability**

The Corporation will pay the total cost of a policy, that provides 66.66% of earnings to a teacher who works a minimum of 600 hours per year with a maximum salary of \$75,000. The benefit maximum is four thousand one hundred seventy-six dollars (\$4,167) per month. Benefits payable to age sixty-five, will be reduced after age sixty (60). There is a ninety (90) calendar day elimination period.

## LEAVES

All time-off requests must be submitted for approval to the building administration. The building administrator has the right to grant or deny leave request, and/or approve extenuating circumstances, depending on the department's workload and staff availability.

### **A. Sick Leave**

Each teacher will be granted ten (10) sick days and may be used in full day or ½ day increments. Sick days may be used for teacher's personal illness, or the illness of a member of the teacher's immediate family. Immediate family is defined as a spouse, son/daughter, a legal dependent for whom the teacher is custodial guardian, a parent or a relative who resides in the teacher's home.

Any unused days shall accumulate year-to-year to a total not to exceed one hundred and eight (180) days. Once an employee has accumulated 180 sick days, that employee will receive \$55 for each day over 180 and it will be deposited into their 401(a) (TIAA-CREF) account by the Corporation.

An employee may transfer 20% of accumulated leave or four (4) days (whichever is greater) of such accumulated leave from his/her previous place of employment at time of hire. Days will continue to be transferred in annually, at the same rate, until entitled days are depleted.

## LEAVES (CONTINUED)

### B. Personal Leave

Each employee shall be entitled to three (3) days leave of absence without loss of compensation for the transaction of personal business and/or conduct of personal or civic affairs during each year of the employee's employment with the Corporation.

Unused personal days will transfer to sick days and are subject to the rules governing accumulated sick days as stated in "Sick Leave Section A."

**A maximum of 1 personal day may be used for one occurrence per school year to extend a break or holiday.** Personal leave days may be used in one-half day increments.

Absences Without Pay - Any unpaid day request must be submitted to the building principal and approved by the superintendent. With the exception of FLMA leaves, if a teacher is absent from work without pay (not approved), 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 FLMA 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.

### C. Bereavement Leave

A teacher is entitled to be absent without loss of pay in case of death for the following categories:

- **Spouse (current) or Child:** Seven (7) days used within a 14-day calendar period. Two (2) bereavement days (if any remain) may be used within a 30-calendar day period to handle personal matters related to bereavement leave.
- **Immediate Family (current):** Five (5) Days used within a 14-day calendar period. Two (2) bereavement days (if any remain) may be used within a 30-calendar day period to handle personal matters related to bereavement leave. Immediate family is defined as: mother, mother-in-law, father, father-in-law, son-in-law, daughter-in-law, brother, sister, grandparent, and grandchild.
- **Brother-in-Law or Sister-in-Law:** Two (2) Days used within a 14-day calendar period
- **Uncle, Aunt, First Cousin, Niece, Nephew or Pallbearer:** One (1) Day used within a 14-day calendar period

For purposes of this section, "immediate family" is defined as those relatives by blood, marriage, or adoption listed below. The Superintendent will discuss unique circumstances with the JCDEA President.



### **D. Maternity Leave**

Any female employee who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and up to 3 months following the birth of the child, upon notification to the superintendent of the Corporation at least thirty (30) days before the date on which she desires to start her leave. This notice period may be waived in the event of a medical emergency. Said employee shall also notify the superintendent of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency, the employee shall be granted a leave, as otherwise provided in this section, immediately, upon her request and certification of the emergency from an attending physician. All or any portion of leave taken by a female employee because of a disability caused by her pregnancy will be charged to her accumulated or available sick leave. After her accumulated sick leave has been exhausted, the employee's leave shall be without compensation. Any female employee for whom leave is granted for the purposes of this paragraph shall notify the Corporation at least thirty (30) calendar days prior to her anticipated return to work. Other than leave due to disability caused by pregnancy which is charged to her accumulated sick leave, an employee shall not receive credit for leave time in accumulation of years of experience and years of employment with the Corporation for purposes of determining salary benefits, tenure and seniority and retirement severance pay; provided, however that such leave shall not operate to interrupt the accumulation of such years of employment but only delay, to the extent of such leave, the accumulation of years toward such employee's tenure rights and salary increments.

### **E. Legal Leave/Jury Duty**

In the event an employee is called to jury duty or subpoenaed to appear as a witness in court during any workday, such employee shall submit proof of the days served and any check received to the school's central office, for such services, excluding payment for meals and transportation to the office. Full payment shall be made to the school employee for any day(s) missed. If documentation of the jury duty and the check are not received, the employee will be charged an accumulated paid day off (if available) or an unpaid day (if an accumulated day is not available). This section shall not apply to a legal proceeding filed by the Association or any agent of the Association arising from employment outside the school corporation or matters of a personal nature. Jac-Cen-Del reserves the right to verify any documentation submitted.

### **F. Adoption Leave**

Adoptive leave, without pay or benefits, shall be granted to a teacher requesting such a leave for a period of up to one (1) year. A teacher applying for adoptive leave shall, upon initial application with the adoptive agency, notify the Superintendent in writing of that intent. The period of leave shall commence when the child is physically turned over to the teacher-parent, or sooner, if required by the adoptive agency. If a teacher who was granted leave under this section wishes to continue insurance benefits during the period of the leave, it shall be the responsibility of the teacher to make arrangements, in advance, with the Corporation's Central Office to continue such insurance benefits at the individual's expense. A failure to make and follow through with such advance arrangements will result in the individual being dropped from the group plan. This provision is subject to the approval of the carrier(s). The teacher may elect to utilize his/her accumulated sick days up to a maximum amount of fifteen (15) days (if available).

## SICK LEAVE BANK

The Corporation and Association agree to establish a voluntary sick leave bank pursuant to IC 20-28-9-13 open to all bargaining unit employees of the Corporation, with the exception of employees who have a temporary contract. The operation of said bank shall be governed by and subject to the following provisions:

- A. The sick leave bank may be used by a member of the bank only after the member has exhausted her/his accumulated sick days. No one member may draw more than 20 days from the bank during any one school year.
- B. Use of said bank is limited to those bargaining unit employee members who have qualifying event (as listed below) or are quarantined as provided in IC 20-28-9-9.
  1. The care of a family member with a serious health condition (child, parent, spouse).
  2. The employee's own serious illness or chronic health condition that requires prolonged care while under a doctor's supervision.
- C. Application for membership in the bank shall be made in writing (on forms provided by the Association) on or before September 15<sup>th</sup> of each school year by each employee who desires to so participate therein. Said membership shall continue automatically each year thereafter until the Corporation is notified in writing on or before September 15<sup>th</sup> that a member no longer desires to be a member of the bank. New employees shall have the option to become a member of the bank within fifteen (15) calendar days after their employment during the school year. A school year is defined in the Article as the one hundred eighty-five (185) day regular school term.
- D. Each member in the bank shall contribute one day of his/her available sick days to the bank when applying for membership in the bank. These days then become the property of the bank. If a former sick leave bank member reapplies for membership in the bank, he/she shall contribute another sick leave day.
- E. If the accumulated number of days in the bank falls below ten (10) days prior to May 1<sup>st</sup> of any year, each bank member will be required to contribute an additional day of his/her available sick days to the bank, provided he/she wishes to continue membership in the bank. If any member has used all of his/her sick leave days, the additional day will be contributed as soon as new sick days are granted.
- F. All unused days in the bank will always be carried forward for the next school year.
- G. A member's use of the bank must be requested in writing and shall include a statement from the member's physician describing the nature of the illness and the prognosis for recovery satisfactory to return to work. By participation in the sick leave bank, each applicant automatically consents to submit to a medical examination by a physician retained by the Corporation at the Corporation's expense. Days granted from the bank can only be used for those reasons listed in "A."
- H. Payment for the sick leave days granted from the bank will be made at a rate equal to the per diem rate of pay on the adopted salary schedule for the member granted access to the sick leave bank.

- I. Sick leave bank days may be used only for contractual days during the (185) day regular school year; they may not be used for or during summer school employment under a supplemental contract.
- J. Sick leave bank benefits shall not be granted for any day in which the member takes any other type of leave or attempts to combine other fringe benefits, if such leave or combination of benefits would operate in such a manner that the employee would draw double or otherwise increased pay for that day.
- K. Leave from the sick leave bank may not be used for maternity or childbirth leave, insofar as such leave reflects accommodations made for the sake of convenience, or where the leave is not due to substantial and actual medical disability.
- L. The maximum number of sick leave bank days granted from the bank to **all** members shall not be more than forty (40) days per school year. Under special circumstances the Sick Leave Bank Committee may review and determine if more days are necessary through an appeal process.
- M. The Corporation shall have no liability or obligation to pay sick leave days from the sick leave bank at any time when such bank has been exhausted for the current school year.
- N. The sick leave bank shall be administered by a Sick Leave Bank Committee composed of two (2) members selected by the Corporation and three (3) members selected by the Association. The decision of the committee shall not be subject to the grievance procedures set forth in Article VI of this agreement.
- O. A member shall apply for sick leave bank benefits through the Association on provided application forms. The superintendent shall submit such applications to the sick leave bank committee. Any member who wishes to apply should do so as soon as the need can be reasonably anticipated.
- P. Sick leave bank days may not be granted from the bank for a period of disability when monies are paid to the employee under Worker's Compensation or other applicable forms of Corporation compensation.
- Q. A person who has received sick leave days from the bank will be required to repay those days to the bank at the rate of two (2) days per year or one-fifth (1/5) of the total days used, not to exceed four (4) days each year (whichever number is greater) until all days have been repaid, even if the employee discontinues membership in the bank. If a member of the sick leave bank leaves the employment of the Corporation for any reason, including retirement, before total sick leave bank days are repaid, the remaining days will be deducted from the employee's total accumulated sick leave at the time or from the employee's severance pay upon retirement, if applicable. At no time will the cash equivalent of the remaining days be deducted from the teacher's salary except as the same may reduce severance pay.
- R. An annual report of the bank will be provided by the Corporation and the Association for comparison on or before July 1<sup>st</sup> of each year.

## GRIEVANCE PROCEDURES

The Association and the Corporation agree that a grievance which arises out of application or interpretation of this contract shall be resolved in accordance with the following grievance procedure:

### **SECTION 1 - DEFINITION**

Grievance is an alleged violation or claimed misinterpretation of a specific article or section of this contract.

### **SECTION 2 – PROCEDURE STEPS**

#### **Step 1**

Within ten (10) working days of the time that the aggrieved employee knew, or reasonably should have known, of the grievance, the aggrieved employee shall present the grievance during non-teaching hours to the building principal. Within three (3) working days after presentation of the grievance, the building principal shall orally respond to the aggrieved employee.

#### **Step 2**

If the grievance is not resolved within three (3) working days of the oral response, it shall be submitted to the building principal in writing on the Grievance Report Form.

- a. The grievance shall
  1. Name the employee involved
  2. State the facts giving rise to the grievance
  3. Identify the specific provisions of this contract alleged to be violated
  4. State the contention of the aggrieved employee with respect to the grievance, and
  5. Indicate the specific relief requested
- b. Within five (5) working days after receiving the written grievance, the principal shall communicate his response in writing to the aggrieved employee.

#### **Step 3**

If the grievance is not resolved in Step 2, the aggrieved employee may, within five (5) working days of receipt of principal's written response, appeal to the superintendent by filing the grievance and the principal's written response, along with any written response by the aggrieved employee to the response of the principal, with the office of the superintendent, which shall give receipt thereof.

The superintendent, or his designated representative, shall respond in writing to the aggrieved employee no later than ten (10) working days after receipt of any written grievance properly filed with the superintendent's office.

#### **Step 4**

Within ten (10) working days after receiving the response of the superintendent, an appeal from the decision may be made to the Board of School Trustees of the Corporation in writing and/or in person in an executive session meeting with the Board of school Trustees of the Corporation (hereinafter referred to as "Board").

## GRIEVANCE PROCEDURES (CONTINUED)

The Board may not consider any material, allegation or remedy that was not presented in Step 3. The Board shall render its decision in writing within twenty (20) working days of receipt of the aggrieved employee's appeal of the superintendent's response.

### Step 5

Within twenty (20) working days after receipt of the decision of the Board, the association or the Board, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

The arbitrator shall have no power:

- a. To add to, subtract from, disregard, alter, or modify any of the terms of this contract.
- b. To rule on the termination of services or failure to re-employ any employee to a position on the extracurricular schedule.
- c. In regard to the dismissal of, or the renewal or non-renewal of any contract, for non-tenured personnel.
- d. In regard to any claim or complaint for which there is another remedial procedure or course established by law or by any matter subject to the procedures specified in the Teacher's Tenure Act, The Equal Employment Opportunity Act, or other legislation, unless the aggrieved employee has specifically stated in such written waiver agreement to be bound by the decision of the arbitrator.
- e. To change any practice, policy, or rule of the Board or to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
  1. The decision of the arbitrator shall be final and binding on the Association, its members, the employee(s) involved, and the Corporation.
  2. The arbitrator, as a part of this decision, may assess his fees and expenses against either the Board or the Association, in full or in part, but if the arbitrator does not so act, the fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the parties incurring them.

### SECTION 3 - HEARINGS

Any hearings required hereunder shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Hearings shall be conducted during non-school hours, unless there is a mutual agreement for other arrangements. The aggrieved employee may have representatives of his/her choosing at all hearings or meetings connected with processing the grievance.

### SECTION 4 - TIME LIMITS

- a. Time limits herein may be extended only by mutual agreement reduced to writing and signed by the parties.
- b. If there is a failure at any step to communicate the Corporation's decision on a grievance within the specified time limit, the aggrieved employee shall then have the right to appeal at the next step of the procedure.
- c. Any grievance not advance from one step to the next within the time limits, shall be deemed resolved by the response at the previous step.
- d. Any grievance not submitted pursuant to Step 1 within ten (10) working days of the time the aggrieved employee knew or reasonably should have known of the grievance, or any grievance not submitted in writing pursuant to Step 2 within six (6) working days of its initial submission in Step 1, shall be deemed waived and shall not be considered.

## GRIEVANCE PROCEDURES (CONTINUED)

### SECTION 5 - STATE AND FEDERAL LAW

- a. Nothing contained herein shall deny to any employee rights under State or Federal Constitutions and Laws.
- b. A non-tenured employee may not use the grievance procedure in any way to appeal a decision by the Board to cancel or not renew such employee's contract.
- c. A tenured employee may not use the grievance procedure to dispute any action by the Board which is in accordance with Indiana tenure laws.
- d. An employee may not use the grievance procedure to appeal any decision of the Board if such decision is made pursuant to any order of or written agreement with any State or Federal Regulatory Commission or Agency.

## WAIVERS

The parties agree that all bargainable items have been present during negotiations leading to this contract and that no additional negotiations shall be conducted on any items whether or not contained herein during the life of this contract. Any extension, modification or amendment shall be in writing and dated and executed by the parties and attached to this contract.

## EFFECT OF CONTRACT

- A. Should any Article, Section or Clause of this contract be declared illegal or unenforceable by a court of competent jurisdiction, said Article, Section or Clause, as the case may be, shall be automatically deleted from this contract to the extent that it violates the law or is unenforceable, but remaining Article, Sections and Clauses shall remain in full force and effect for the duration of this contract, if not affected by the Article, Section or Clause.
- B. Any individual contract between the Corporation and any individual certified employee shall be expressly subject to the terms of this contract.

**BASE SALARY INCREASES**

- A. General Eligibility: Teachers rated Improvement Necessary or Ineffective in the prior school year are not eligible for salary increases in the current year. A teacher who does not satisfy the eligibility criteria remains at his/her current base salary.
- B. Factors and Definitions / Distribution

**Evaluation Rating:** A teacher rated highly effective or effective in the prior school year will receive a three thousand dollar (\$3,000) increase to their base salary from 2022-2023.

**Academic Needs of Students: Teacher Retention Catch-Up**

The need to retain returning teachers with one or more years of experience whose current salary is less than the starting salary placement in Appendix B, 2023-2024 Starting Salary Placement. The teacher shall receive a flat dollar increase after accounting for the base salary increase under the Evaluation factor equivalent to the difference from the salary placement that corresponds with the teacher's experience and education level in Appendix B, 2023-2024 Starting Salary Placement. The salary increase for academic needs is a teacher retention catch-up which is exempt from the 50% calculation despite including an education and experience component.

Teacher Retention Catch-Up New Teacher Salary Comparison:  
2022-2023 New Teacher Starting Minimum Salary = \$40,000.00  
2023-2024 New Teacher Starting Minimum Salary = \$43,000.00

Increase in New Teacher Starting Minimum Salary = \$3,000.00

- C. Redistribution: Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend in the last payroll of the school year.
- D. New teachers with no previous experience shall be placed on the salary schedule using the flowing method:
  - 1. The teacher will be placed in the column that meets the degree that the teacher has obtained.
  - 2. New teachers, with 0 years of experience, will be placed in row 0
  - 3. A teacher hired with less than a bachelor's degree and unable to obtain an emergency permit will be placed at a salary of \$40,000. The teacher will stay at \$40,000 until they obtain their bachelor's degree. Once they receive this degree, they will move on the pay scale to their appropriate experience level.
  - 4. Any movement on the salary scale due to receiving a bachelor's degree or master's degree will take place as follows:
    - a. If documentation is received during the first semester of the school year, pay will be adjusted in the first pay of the second semester.
    - b. If documentation is received during the second semester of the school year, pay will be adjusted to begin the next school year.

## APPENDIX “A” – COMPENSATION MODEL (CONTINUED)

New teachers to the corporation with previous experience shall be placed on the salary schedule using the following method:

1. The teacher will be placed in the column that meets the degree that the teacher has obtained.
2. The row will be determined by the following factors.
  - a. Comparison of salary data using currently employed JCD teachers with exact or similar professional experience
  - b. An exception for a new hire’s salary may occur if there is mutual agreement between the JCDEA President or his/her designee and the Superintendent.

All salary increases under this Compensation Model/Plan will be retroactive to the beginning of the school year.

## COMPENSATION PLAN

Salary increases under the 2024-25 Compensation Plan will be based upon the following three factors (with a total available salary increase of \$1,000):

1. Evaluation: The teacher must not have received an evaluation rating of “Ineffective” or “Improvement Necessary” for the prior school year. A teacher meeting this factor will receive \$1,000 in salary increase for this factor, which is shown as moving one step down in the salary schedule (Ex. A teacher at level 5 moves to level 6 on the salary schedule).
2. Education (Content-Area Degree): To receive a salary increase and move from the Bachelors column to the Masters column, a teacher must provide documentation before the start of the school year or prior to the 14th or 26th payrolls that the teacher has earned a content area Master’s degree (as defined by IDOE) beyond the requirements for employment. A teacher meeting this factor will move to the Masters column and receive a \$2,000 in salary increase.
3. Any teacher that reaches the highest level of the salary schedule will receive any increase in the form of a stipend.

The teacher’s contribution to the Indiana State Teachers Retirement Fund shall be made by the Corporation.

The salary range was \$40,000 to \$70,750 prior to any increases under this Agreement.



**APPENDIX "B" - 2023-2025 SALARY SCHEDULE**

<b>Level</b>	<b>Bachelors</b>	<b>Masters</b>
0	\$43,000	\$45,000
1	\$44,000	\$46,000
2	\$45,000	\$47,000
3	\$46,000	\$48,000
4	\$47,000	\$49,000
5	\$48,000	\$50,000
6	\$49,000	\$51,000
7	\$50,000	\$52,000
8	\$51,000	\$53,000
9	\$52,000	\$54,000
10	\$53,000	\$55,000
11	\$54,000	\$56,000
12	\$55,000	\$57,000
13	\$56,000	\$58,000
14	\$57,000	\$59,000
15	\$58,000	\$60,000
16	\$59,000	\$61,000
17	\$60,000	\$62,000
18	\$61,000	\$63,000
19	\$62,000	\$64,000
20	\$63,000	\$65,000
21	\$64,000	\$66,000
22	\$65,000	\$67,000
23		\$68,000
24		\$69,000
25		\$70,000
26		\$71,000
27		\$72,000
28		\$73,000
29		\$74,000
30		\$75,000

## EXTRA-CURRICULAR STIPEND SCHEDULE

Stipends Are Paid As Follows: Fall sports 1<sup>st</sup> pay November, Winter Sports 1<sup>st</sup> Pay March, Spring Sports 1<sup>st</sup> Pay May, ECA Clubs/Activities 1<sup>st</sup> Pay May

<p style="text-align: center;"><b>Group I – \$6,250</b></p> <p>Basketball - Boys Varsity Basketball - Girls Varsity</p>	<p style="text-align: center;"><b>Group II – \$3,800</b></p> <p>Band/Pep Band - High School Baseball - Boys Varsity Basketball – Boy JV/Varsity Assistant Basketball - Girls JV Radio/TV Broadcasting Softball - Girls Varsity</p>	<p style="text-align: center;"><b>Group III - \$3,200</b></p> <p>Cross Country - Varsity SAE Summer School Track - Varsity Volleyball - Varsity Yearbook - High School</p>	<p style="text-align: center;"><b>Group IV - \$2,200</b></p> <p>Basketball - Boys Freshman/JV Assistant Basketball - Girls Varsity Assistant Co-op Supervisor Senior Class Sponsor Soccer - Varsity Tech Curriculum Coord. - Elementary Tech Curriculum Coord. - High School Test Coordinator</p>
<p style="text-align: center;"><b>Group V - \$1,850</b></p> <p>Basketball - Boys 7th Grade Basketball - Boys 8th Grade Basketball - Girls 7th Grade Basketball - Girls 8th Grade Cross Country – Jr. High Junior Class Sponsor Sunshine Track – Junior High</p>	<p style="text-align: center;"><b>Group VI - \$1,350</b></p> <p>Baseball – JV/Varsity Assistant Cheerleading - High School Dance Team - High School Golf - Boys Varsity Golf – Girls Varsity Softball – JV/Varsity Assistant Track – Varsity Assistant Volleyball – JV/Varsity Assistant</p>	<p style="text-align: center;"><b>Group VII - \$1,200</b></p> <p>Basketball - Boys 5<sup>th</sup>/6th Grade Basketball – Boys Camp/Open Gym Basketball - Girls 5<sup>th</sup>/6th Grade Basketball – Girls Camp/Open Gym Soccer – JV/Varsity Assistant Student Council - High School</p>	<p style="text-align: center;"><b>Group VIII - \$1,000</b></p> <p>Archery - Elementary Archery - High School Archery - Jr. High Drama Club Mentoring of New Teacher (1<sup>st</sup> Year) Student Council - Elementary Volleyball - 7th Grade Volleyball - 8th Grade</p>
<p style="text-align: center;"><b>Group IX - \$800</b></p> <p>Baseball – Boys Camp/Open Gym Baseball - Jr. High FFA Freshman Class Sponsor Golf – Co-ed Jr. High Honor Society – High School Honor Society – Jr. High Soccer – Co-ed Jr. High Softball - Jr. High Sophomore Class Sponsor Track - Jr. High Assistant</p>	<p style="text-align: center;"><b>Group X - \$650</b></p> <p>Academic Team Math - Jr./Sr. High Academic Team SS - Jr./Sr. High Academic Team English - Jr./Sr. High Academic Team Arts - Jr./Sr. High Academic Team Science - Jr./Sr. High Cheerleading - Jr High Robotics - Elementary Robotics - Jr./Sr. High School Rube Goldberg - Elementary Rube Goldberg - Jr./Sr. High Volleyball – Girls Camp/Open Gym</p>	<p style="text-align: center;"><b>Group XI - \$400</b></p> <p>Art Club - Elementary Art Club - High School Flag/Color Guard – High School Honor Society - Elementary Jr. High Class Sponsor Math Bowl Coach - Elementary SADD Spanish Club</p>	<p><b>Explanation of Extra-Curricular Activities</b></p> <ul style="list-style-type: none"> <li>• Stipends paid 1<sup>st</sup> pay of May</li> <li>• Each EC has been designated a maximum total stipend to be paid. If more than one person sponsors the group, the amount will be divided equally between sponsors. If only one person sponsors the group, they will receive the full stipend amount designated.</li> <li>• All EC activities will be required to keep minutes and notes of time spent on activities. A breakdown must be provided and divided by hours spent during school hours and hours spent after school hours. All minutes and notes must be submitted to building level administration at the end of the school year.</li> <li>• <i>All provisions in this ECA Stipend Schedule, other than wages, salary and benefit information are provided for information only and are not bargained.</i></li> </ul>

# GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_

School Corporation Distribution: \_\_\_\_\_

GRIEVANCE REPORT

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate

BUILDING

ASSIGNMENT

NAME OF GRIEVANT

DATE FILED

## STEP TWO

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

3. Disposition by Principal \_\_\_\_\_

4. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## GRIEVANCE REPORT FORM (CONTINUED)

### STEP THREE

A. Date received by Superintendent or Designee \_\_\_\_\_

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### STEP FOUR

A. Date Submitted to Board \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
BOARD PRESIDENT'S SIGNATURE

\_\_\_\_\_  
DATE

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### STEP FIVE

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_


\_\_\_\_\_  
ARBITRATOR'S SIGNATURE

\_\_\_\_\_  
DATE

APPROVAL AND SIGNATURES

The foregoing collective bargaining agreement shall in in effect from August 1, 2023 to July 31, 2025.  
Signed this 13th day of November 2023.

ASSOCIATION SIGNATURE

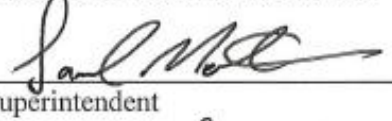
  
\_\_\_\_\_  
JCDEA President

  
\_\_\_\_\_  
Bargaining Chairman

  
\_\_\_\_\_  
Bargaining Team Member

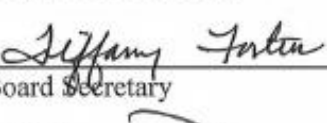
  
\_\_\_\_\_  
Bargaining Team Member

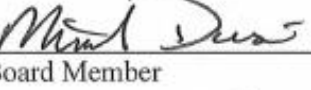
CORPORATION SIGNATURES

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Board Vice-President

  
\_\_\_\_\_  
Board Secretary

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Board Member