

2023-25  
SCHOOL YEARS

CONTRACT BETWEEN

SCOTT COUNTY SCHOOL DISTRICT I

AND

THE JENNINGS TOWNSHIP CLASSROOM  
TEACHERS ASSOCIATION

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## **CONTRACT**

BETWEEN  
THE SCHOOL BOARD  
OF THE  
SCOTT COUNTY SCHOOL DISTRICT ONE  
AND  
THE JENNINGS TOWNSHIP CLASSROOM TEACHERS ASSOCIATION

This Master Contract entered into this 20<sup>th</sup> day of October, 2023, by and between the Board of School Trustees of the Scott County School District One, hereinafter called the "Board," and the Jennings Township Classroom Teachers Association, an affiliate of the Indiana State Teachers Association, and the National Education Association, hereinafter called the "Association".

### **ARTICLE I** **Recognition and Definitions**

**Section 1. Recognition.** The Board hereby recognizes the Jennings Township Classroom Teachers Association as the exclusive representative of all teachers in the School Corporation.

- A. The term "teacher", when used in this Contract, shall refer to all certificated personnel employed by the Board except: the Superintendent, Principals and Assistant Principals.
- B. The terms "Board" and "Association" shall include authorized officers, representatives and agents.
- C. The term "School Corporation", when used in this Contract, shall refer to the Scott County School District One of the State of Indiana.
- D. The term "Local Association" shall mean the Jennings Township Classroom Teachers Association.
- E. References of gender in this agreement, whether male or female, shall include all individuals regardless of gender, except when qualified by the specific language: "This section applied only to (male) (female) teachers".

## **ARTICLE II**

### **Contract Procedures**

**Section 1.** This Contract supersedes and cancels 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 the Contract constitutes the entire agreement between the parties.

**Section 2.** 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 the Contract. Any individual contracts between the Board and an individual member of the bargaining unit shall be made subject to this Contract.

**Section 3.** Any amendment or agreement adding to, subtracting from, or supplemental to this Contract shall not be binding upon either party unless it is executed in writing by each party hereto.

**Section 4.** If any provisions of this Contract or any application of this Contract to any employee or group of employees is held to be contrary to law, then such provisions 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.

## **ARTICLE III**

### **Association and Teacher Rights**

**Section 1.** School employees shall have the rights as set forth in IC 20-29-4-1 which provides as follows:

School employees may:

- (1) form, join, or assist school employee organizations;
- (2) participate in collective bargaining with school employers through representatives of their own choosing; and
- (3) engage in other activities, individually or in concert; to establish, maintain, or improve salaries, wages, salary and wage related fringe benefits, and other matters set forth in IC 20-29-6-4 and IC 20-29-6-5.

**Section 2.** Three (3) days shall be allotted to the Association president or his/her designee for Association business. The cost of obtaining a substitute teacher for these three (3) allotted days shall be paid by the Association.

## **ARTICLE IV**

### **Leaves**

**Section 1. Sick Leave.** Each teacher shall be entitled to be absent from work because of personal illness, quarantine, or doctor's appointment for a total of ten (10) days the first (1st) year and eight (8) in each succeeding year without loss of compensation.

Unused leave days shall accumulate up to a maximum of sixty (60) days. The sick leave accumulation limitation will be applied at the end of the school year. At the start of each school year, a teacher will have their accumulation up to the maximum and any annual leave entitlement for that school year.

Also commencing at the end of the 2001-2002 school year and any school year thereafter in which a teacher's sick leave accumulation and any remaining annual leave entitlement days that would accumulate as accumulated sick leave days have exceeded the maximum as defined above, those excess number of leave days shall be designated as annual buy-back days and will be compensated at the rate of Seventy- five Dollars (\$75.00) for each day in excess of the maximum. Such compensation for annual buy-back days shall be paid to the teacher on or before last paycheck of each contract year.

Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.

**Section 2.** A newly employed teacher who has accumulated sick leave in another school corporation of this state shall receive credit for such sick leave as follows: There shall be added to the teacher's sick leave in the second year of employment with the School Corporation and each succeeding year thereafter three (3) days of sick leave until the number of accumulated days to which the teacher was entitled in the last place of employment shall be exhausted

### **Section 3. Sick Leave Bank.**

- A. The purpose of the Sick Leave Bank is to relieve teachers from undue financial burdens due to absence from work prior to Long-Term Disability due to a catastrophic illness based upon a physician's statement.
- B. Membership in the Bank will be open to all certified employees of the School Corporation.
- C. Membership:
  - 1. Membership will be by school year enrollment.
  - 2. The Board will contribute no days to the Sick Leave Bank.
  - 3. Each participant in the Sick Leave Bank shall contribute two (2) days the first year of his/her membership and the first year of re-enrollment.
  - 4. Enrollment in the program shall be made only at the beginning of each school year. New teachers hired after the beginning of school shall have the opportunity to enter the program within thirty (30) days of employment.
  - 5. Each member will be asked to contribute another day when the number of days fall below 45 in order to maintain membership in the Sick Leave Bank.

6. At the conclusion of each school year, the Bank's unused days will be carried over the next year.

D. Application and Sick Leave Bank Usage:

1. Any individual member wishing to use the Bank must wait at least five (5) working sick leave days without pay before use of the bank will be authorized.
2. A teacher shall apply in writing stating the date the leave will begin. This letter shall be accompanied by a doctor's medical review stating the medical reason the teacher is unable to return to work and estimated recuperation period.
3. Members may use the bank up to a maximum of thirty-five (35) days.
4. Days from the Sick Leave Bank shall not be made to any member for elective surgery, illness of any member of the participant's family, or maternity leave not due to illness.
5. A teacher who qualifies for Long-Term Disability will not receive Sick Leave Bank days.

E. The Sick Leave Bank shall be administered by a committee established under the following guidelines:

1. The committee shall consist of five (5) members.
2. The president of the Association shall appoint for a one-year term three (3) members of the Sick Leave Bank.
3. The Board or its designee shall appoint two (2) members.
4. Vacancies on the committee shall be filled before the next meeting. The entire membership of the committee shall select one of their number to act as chairperson for the duration of the year.

F. The committee will meet during the school year as needed. Special meetings may be called by the chairperson at the request of any committee member. A majority of members will be required for official action of the committee.

G. The Sick Leave Bank Committee may grant, deny or suspend grants of sick leave from the Bank. Their judgment or decision will be final. Persons withdrawing sick leave days from the Bank will not have to replace these days except as a participating member of the Bank.

**Section 4. Personal Leave.** Teachers shall be granted two (2) days of personal leave without loss of pay per school year. Unused personal leave days at the end of a school year may first be accumulated up to five (5) days of personal leave and then and such days will accumulate as sick leave days.

- A. Request for personal leave shall be made one (1) day prior to such leave except in cases of emergency.

**Section 5. Funeral Leave.**

- A. Up to five (5) school days of absence, without loss of pay, to be utilized within a seven (7) day calendar period, commencing on the day of death or the day following death, at the teacher's election, shall be granted a teacher for a death in the immediate family for the purposes of attending the funeral.

The immediate family shall consist of:

Current Spouse  
Child  
Parent  
Parent of Current Spouse  
Daughter-in-law  
Son-in-law  
Grandchild

- B. Up to three (3) school days of absence, without loss of pay, to be utilized within a five (5) day calendar period, commencing on the day of death or the day following death, at the teacher's election, shall be granted a teacher for the purpose of attending the funeral for the following:

Brother  
Sister  
Step Brother or Half Brother  
Step Sister or Half Sister  
Step Children  
Step Parents  
Foster Children  
Foster Parents  
Grandparents - parent's parent  
Spouse's grandparents  
Sister-in-law - the sister of one's spouse, the wife of one's brother  
Brother-in-law - the brother of one's spouse, the husband of one's sister

- C. Up to two (2) school days of absence, without loss of pay, to be utilized within a five (5) day calendar period, commencing on the day of death or the day following death, at the teacher's election, shall be granted a teacher for the purpose of attending the funeral for the following:

\*Uncle - the brother of one's father or mother, the husband of one's aunt, the uncle of one's spouse

\*Aunt - the sister of one's father or mother, the wife of one's uncle, the aunt of one's spouse

Niece - a daughter of one's brother or sister

Nephew - a son of one's brother or sister

\*Great Aunts and Great Uncles are also covered in this section.

- D. One (1) day of absence, without loss of pay, shall be granted a teacher for attending the funeral of the following:

1st Cousin

Sister-in-law - the wife of one's spouse's brother

Brother-in-law - the husband of one's spouse's sister

Niece - a daughter of one's brother-in-law or sister-in-law

Nephew - a son of one's brother-in-law or sister-in-law

Great Grandparents - grandparents of parents

Ex-Spouse

Ex-Spouse's Spouse

Close friend if participating in funeral (pallbearer, etc.)

- E. Employee must bring proof of attendance at the funeral.

#### **Section 6. Child Birth Leave.**

- A. Maximum Leave. A teacher who is pregnant shall be entitled upon request to a leave of absence for a period commencing at the time of physician certified pregnancy through one (1) year following live birth of the child, subject to this Section.
- B. Minimum Leave. The leave shall begin no later than the date the teacher's attending physician determines and shall end no earlier than at a time a teacher's attending physician determines.
- C. Pregnancy and Child Care Leave. The leave may commence and terminate at the end of any grading period and extend for any period as set forth in subsection A; said teacher shall notify the Superintendent in writing of the intention to take such leave, except in the case of emergency, at least thirty (30) days prior to the date on which the leave is to begin; such notice shall also state the time intended return to teaching.
- D. 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 and personal physical inability 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 or birth of the child.

**Section 7. Child Care Leave.** A teacher whose spouse has a child shall be entitled upon request to an unpaid leave of absence commencing on the live birth of the child through one (1) year following the delivery subject to this Section. The leave shall commence and terminate at the end of any grading period.

**Section 8. Disability Leave.** This policy shall apply to leave in all cases where a teacher is unable to teach because of a disability. Such disability shall include, among other items, disability rising from surgery, physical illness, mental illness or emotional disturbance, but not pregnancy, causing a disability for more than three (3) weeks.

A. Anticipated Disability. Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply:

- (1) the teacher requesting leave shall notify the office of the Superintendent of the expected time of leave as soon as reasonably possible,
- (2) the leave of absence shall begin at a time mutually agreeable to the teacher and the teacher's physician and shall coincide with the end of a semester if possible, and
- (3) in the case of disagreement over the beginning date of the leave, or the ability of the teacher to continue to teach, the School Corporation may request, and condition the time leave begins on, a statement by the teacher's physician as to the teacher's ability to continue teaching.

B. Length of Leave. The leave shall not exceed twelve (12) months.

C. Time of Return to Teaching Duties. The teacher may resume teaching duties at such time as in the opinion of the teacher and the teacher's physician that the teacher is able to resume teaching. The School Corporation may, at its option, require the certificate of the physician to this effect. If the leave is to extend beyond such time, the termination shall coincide with the end of a semester.

D. 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.

**Section 9. Adoption Leave.** A teacher, who during the term of this Contract legally adopts a child under the age of eleven (11) years, may request and will receive adoption leave, without pay, for a period not to exceed one (1) school year. The length of the adoption leave shall be subject to the notice provisions of Major Disability Leave.

**Section 10. On-Job Injury Leave.** A teacher who is absent from work because of injury received on the job receives regular pay from his/her accumulated sick leave the first five (5) days. A teacher who receives Workers' Compensation pay will be paid by the School

Corporation the difference between Workmen's Compensation and his/her regular pay not to exceed the total dollar value of his/her total accumulated sick leave. Further, a teacher who qualifies for Workers' Compensation pay will have their sick leave credited for the first five (5) days.

**Section 11. Jury Duty and Qualifying Witness Leave.** When requested, a teacher may serve on jury duty. The Board shall pay the teacher his/her full salary less any daily remuneration granted by the court. Pay for court incurred expenses shall not be considered as court pay and shall not be deducted from the teacher's salary, provided, however, the teacher will join with the School Corporation in requesting the court for excuse from jury duty when, in the opinion of the School Corporation, the teacher's absence would create a hardship on the educational program.

Teachers who are subpoenaed as a witness in either a judicial trial or a deposition related to a legal proceeding will be paid the regular salary less the amount they are paid for the witness service based upon the following limitations:

- (a) The Subpoena to serve as a witness is in either a judicial proceeding or a deposition involving a judicial proceeding that is related to the teacher's employment; and
- (b) The teacher is not a Plaintiff in that judicial proceeding.

**Section 12. Returning from Leaves of Absence.** A teacher returning from a leave of absence covered by this Article shall be given a position in the school system which is in keeping with his/her certification or a position as a full-time substitute. A teacher whose absence was not anticipated to, and did not in fact, exceed sixty (60) calendar days, shall be reinstated to the same teaching position. Teachers returning from leaves of absence shall retain all of the accumulated rights and benefits to which they were entitled at the time the leave began.

**Section 13. Illness in the Family.** A teacher may use up to fifteen (15) days of sick leave in any school year to remain at home to attend to a member of the teacher's household who is ill, or to visit a hospitalized parent, child, grandchild, or an individual who regularly resides in the teacher's home. Upon receipt of a physician's statement that parental care is necessary, measured as an alternative to hospitalization or registered nurse care, the fifteen (15) day limitation shall not apply to a parent, child or spouse of a teacher.

**Section 14. Unpaid Sabbatical Leave.**

- A. An unpaid sabbatical leave of absence may be granted, in the School Corporation's sole discretion, to a permanent school employee for the purpose of engaging in professionally related experiences which will enhance the school employee's opportunity to contribute to the students of Scott County School District 1.
- B. Application for unpaid sabbatical leave shall be made in writing to the Superintendent's Office by no later than May 1<sup>st</sup> preceding the year the leave will be effective.

- C. A school employee on an unpaid sabbatical leave may continue participation in any group insurance program to which the school employee was entitled as a full-time school employee at his or her own expense. School employees on unpaid sabbatical leave shall not accumulate seniority, sick leave, tenure rights or teacher retirement fund credit, and shall not forfeit any previously accumulated rights or leaves or interrupt seniority. This leave will be limited to either a semester or a school year.

**Section 15. Family and Medical Leave Act.** Provisions Implementing the Family and Medical Leave Act: Teachers shall have the right to both the appropriate family and medical leave and the appropriate designated benefits provided by the Family & Medical Leave Act ("FMLA"). Any provisions of this Contract which restrict any mandatory leave and/or mandatory benefit(s) of the FMLA will not have any effect for any teacher who has a right to a leave and/or benefit under the Act. For any leave or benefit for which a teacher qualifies for under the FMLA but is not entitled to under this Contract, the School Corporation may:

1. require a teacher to verify and/or certify any information which an employer may require under the FMLA; or
2. It may elect any option available to it under the FMLA;

provided, however, the School Corporation agrees not to seek reimbursement from teachers who fail to return to work after a FMLA leave even though that is an employer option under the FMLA.

**Section 16. Verification.** The School Corporation reserves the right to require written verification of the reasons for all leaves.

## **ARTICLE V** **Insurance**

### **Section 1. Health Insurance.**

The Board of School Trustees agrees to pay up to the following amount, but in no event more than the entire premium minus \$1.20, toward:

Plan 1	
	Single \$ 5,707
	Family \$13,029
Plan 2	
	Single \$ 6,307
	Family \$13,029
Plan 3	
	Single \$-6,307
	Family \$13,029
Plan 4	
	Single \$ 6,307
	Family \$13,029

The corporation will contribute \$17,729 annually toward the health insurance plan for married employees who participate in the family plan who both work for the corporation.

The Board will pay the total premium minus Three Cents (\$.03) per month, which shall be paid by the employee, for a life insurance plan when the employee is not enrolled in either of the School Corporation's group medical insurance plans.

The life insurance policy death benefit will be Fifty Thousand Dollars (\$50,000.00).

**Section 2.** In the event of any refund by insurance companies made on teacher-related policies, such refunds shall either be returned and paid to the teacher who paid the premiums on a pro rata basis or be applied to adjusting future premium payments in such insurance plan.

**Section 3.** Tenured teachers with fifteen (15) or more years of service in Scott County District One, who elect for early retirement, may continue as members of the group insurance program until age sixty-five (65). The total cost of the premiums shall be paid by the participating retired teacher(s), or where appropriate, through the Section 125 Plan.

**Section 4. Long Term Disability.** The Board of School Trustees agrees to provide long term disability insurance for all certificated employees. The Board agrees that effective February 1, 1996, the long term disability level of coverage shall increase to sixty-six and two-thirds (66 2/3) percent of salary to a maximum salary of sixty-six thousand dollars (\$66,000.00) with an annual cost-of-living adjustment for the full term of the disability period. The cost of said coverage will be based upon the current payroll and shall be paid in full by the Board.

**Section 5. Section 125.** The benefit provided to employees by Section 125 of the Internal Revenue Code shall be made available to teachers. An amount not to exceed the legal maximum shall be included in the Section 125 Flexible Fringe Benefit Plan for the following non-taxable benefits:

1. Health and Life insurance premiums as provided in Article V of this Agreement; and
2. Any other insurance premiums for which there is authorized payroll deductions and for which constitutes eligible "Generation I" benefits pursuant to Section 125 of the Internal Revenue Code.

The Section 125 Flexible Fringe Benefit Plan shall be administered in a manner in which it was during the 1990-91 school year.

## Compensation and Expenses

### Section 1. 2023-25 Compensation Plan.

#### A. General Eligibility.

Under Indiana Code 20-28-9-1.5, a teacher rated “ineffective” or “Improvement Necessary” may not receive any raise or increment for the following year unless eligible for an increase in accordance with Indiana Code 20-28-9-1.5(f).

#### B. Factors and Definitions.

- (1) Evaluation, defined as an evaluation rating for the prior school year that is neither “Improvement Necessary” or “Ineffective”;
- (2) Experience, defined as employment with the school corporation the year prior for 120 days or more; and
- (3) Meeting Academic Needs of Students, defined as the need to retain particular teachers identified by the parties during bargaining who are important to the school corporation to provide educational continuity for students.

#### C. Distribution Plan

Returning full-time teachers in 2023-24 who meet the qualifying requirements of the evaluation for the prior year will remain at the same salary level receiving a \$2,000 base increase experience, split evenly between evaluation and experience. Teachers returning in 2024-25 will remain at the same salary level as they were in 2023-24.

Meeting Academic Needs of Students is a teacher retention catch-up which ranges from \$500 to \$1,000 as determined by the parties during bargaining.

#### (4) Hiring Salary Schedule

##### i. Education in Core Content Areas

The following are the minimal training requirements for each of the salary levels:

Bachelor Degree

Masters Degree

Masters Degree is defined as degrees or hours which must be in the teacher's content area as defined by the Indiana Department of Education or otherwise authorized by the Superintendent.

Newly hired teachers shall be placed on the schedule based on their degree and years of experience. Each row will equate to a year of teaching experience.

#### D. General Provisions.

i. Salary Range

For returning teachers, the salary range for 2023-24 before any salary increases is \$40,000 to \$72,900.

After bargaining the salary range is \$43,000 to \$74,350 for the 2023-24 school year and \$43,000 to \$74,350 for the 2024-25 school year.

ii. Starting Salary

Teachers who are hired for the 2023-24 and the 2024-25 school years shall be placed according to experience and education on the starting grid in Appendix A of this agreement.

iii. 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 not rated ineffective or improvement necessary, those funds will be distributed to eligible teachers on their base salaries.

iv. Salary Raise Requirement and Exception

A teacher rated ineffective or improvement necessary under IC 20- 28- 11.5 in a prior year may not receive any raise or performance bonus for the following year if the teacher's employment contract is continued. Teachers in their first two (2) full years of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating in the prior school year.

**Section 2.** The salaries for extracurricular activities are set forth in Appendix B. The parties understand that the Board retains its sole authority to hire, promote, assign, transfer, retain or remove any person from any or to any position for which additional compensation is paid.

**Section 3.** Any teacher authorized by the School Corporation to use his/her private automobile for assigned school duties should be reimbursed for expenses at the IRS rate per mile, while the School Corporation directed or knew of the use of the car.

**Section 4.** Liability insurance provided by the School Corporation at the date of this Contract shall be continued during the term of this Contract.

**Section 5.** A teacher shall receive his/her compensation in twenty-six (26) equal pays. A teacher whose employment terminates with the School District will have their remaining earned compensation paid on the pay day for the pay period in which the last work day

occurred. A teacher who dies will have a check prepared for any remaining earned compensation by the pay date in which the last work day occurred and paid pursuant to State law.

**Section 6.** A teacher who works part-time (one-half basis or less) will not receive any fringe benefits nor receive paid preparation time. A teacher who works part-time but more than half-time will have his/her fringe benefits and preparation time prorated. One-half time shall be considered twenty (20) hours per week. Faculty meetings, conference days and extra-curricular activities shall not be considered in the twenty (20) hours.

**Section 7.** Teachers who have retired and are receiving benefits from the Indiana State Teacher's Retirement Fund may be reemployed by the School District. Such teacher will be compensated at an amount to be determined by the Board of School Trustees, but not less than a BS - 0 on the salary schedule or the appropriate prorated amount if employed part-time. Reemployed retired teachers will not be eligible for insurance benefits under Article V nor any contribution under Article VII to the Scott County School District 1 Retirement Savings Plan (401(a)) nor the VEBA Plan (501(c)(9) Trust).

**Section 8.** Teachers who are qualified and licensed to teach and who are teaching a dual credit course will receive a stipend of Five Hundred Dollars (\$500.00).

## **ARTICLE VII**

### **Retirement Benefits**

#### **Section 1.**

The specific retirement benefits will vary for teachers depending upon which classification is applicable to a teacher. Each teacher will be entitled to Retirement Benefits and will be eligible for only one of the following classifications:

- A. Transition option as provided in Section 2 below.
- B. Retirement Restructuring Program as provided in Section 3 below.
- C. Retirement Benefits for teachers whose first day of teaching was after the 2003-2004 school year. Those benefits will be summarized in Section 4 below.

#### **Section 2. Transition Option Benefits**

- A. This benefit ended with eligible staff who retired prior to the start of the 2008-09 school year.**

#### **Section 3. Retirement Benefits for Teachers Participating in the Retirement Restructuring Program** (\*All Articles and Sections referenced refer to the 2003-2006 Collective Bargaining Agreement.)

- A. All teachers who were (1) employed during the 2004-2005 school year, (2) whose

first day of teaching was prior to the 2004-2005 school year, and (3) who did not elect the transition option benefits provided for in Article XIII, Section 2\*. will receive retirement benefits only pursuant to this section.

#### B. Retirement Restructuring Lump Sum Contribution

In response to both the mandates and opportunity provided by Senate Enrolled Act 199 (Acts of 2001) the Association and the School District engaged in a retirement restructuring review for several months in 2004.

As a result of this restructuring, teachers who meet the qualifications in Section 3(A)\* above:

The amount of the buy-out contribution was actuarially determined and the amount of the buy-out contribution is set forth in a Memorandum of Agreement dated May 16, 2005 by and between the School District and the Association.

The amount of the buy-out specified in the Memorandum of Agreement is enforceable through the grievance procedure of the Agreement. These contributions will be deposited as soon as possible following the teacher's enrollment.

The total buyout amount will be deposited fifty percent (50%) in the Retirement Savings Plan and fifty percent (50%) in the Retirement 501(c)(9) Trust.

Since this Retirement Restructuring Program is a replacement for the benefits provided for in Article XII, Section 3 of the 2003-2004 Collective Bargaining Agreement a teacher will not vest until the earlier of the following:

1. A teacher having twenty (20) years of experience in the School Corporation and having attained the age of fifty-five (55) by no later than the end of December 31<sup>1</sup> of the year of retirement (from Article XII, Section 3(c) of the 2003-2006 Collective Bargaining Agreement); or
2. A teacher having thirty (30) years of teaching experience or twenty (20) years of experience in the Scott County School District No. 1.

A teacher meeting the above vesting requirement will become fully vested. A teacher whose employment is terminated prior to vesting will have the then current value of the Retirement Restructuring Buy-Out Payment reallocated at the end of each school year among the then remaining separate Retirement Restructuring Buy-Out Payment accounts in a similar ratio for the reallocation as was the ratio for the initial deposit of the remaining accounts.

#### C. Severance Pay

A permanent teacher who has (1) twenty (20) years experience in Scott County School District 1, (2) who qualifies for the Rule of 85 under the Indiana State Teachers Retirement Fund (ISTRF), or who (3) qualifies for medical disability



retirement shall receive pay for unused sick leave at the rate of Fifty Dollars (\$50.00) per day times accumulated sick leave up to a maximum of 60 days and shall receive Seventy-five Dollars (\$75.00) per year of service in Scott County School District 1.

D. Retirement Notice

Written notice of retirement shall be given by March 1 preceding the teacher's last school year.

E. Health Insurance Benefits During Retirement

Teachers retiring who qualify for Severance Pay as provided above in this Section may elect to continue their current hospitalization insurance with the School Corporation's group health insurance subject to paying the respective health insurance premiums. Individuals electing this option of insurance contribution must do so in writing to the office of the Superintendent along with their retirement notice.

F. Deferred Compensation

1. Retirement Savings Plan

- a. During the 2004-2005 school year, the School Corporation will establish and maintain the Scott County School District 1 Retirement Savings Plan ("Retirement Savings Plan"). The provisions for such a program are set forth in this Section and in the plan document. This Plan will be a 401(a) qualified plan.
- b. Effective with the 2004-2005 school year, the School Corporation will contribute to every teacher eligible for the Retirement Savings Plan and employed under regular contract an amount equal to one percent (1%) of the teacher's regular salary to the teacher's account in the Retirement Savings Plan.
- c. Effective with the 2005-2006 school year, the School Corporation will contribute to every teacher eligible for the Retirement Savings Plan and employed under regular contract an amount equal to two percent (2%) of the teacher's regular salary to the teacher's account in the Retirement Savings Plan.
- d. Teachers will have the option of continuing to invest employee elective contributions in 403(B) plans already in existence subject to the statutory contribution limits.
- e. Since this Retirement Savings Plan is a replacement for certain retirement benefits that were phased out in the 2004 Retirement Restructuring Program all contributions to eligible teachers will vest after five (5) years of experience with the Scott County School District 1.

A teacher whose employment is terminated prior to vesting will have the value of their unvested amount of their Retirement Savings Plan forfeited to the plan and that amount will be utilized as part of the School Corporation's next required contribution to the Plan.

The School Corporation will disclose and provide a written notice to the Association of the amount, if any, that has been forfeited and used to reduce the School Corporation's contribution that year.

## 2. Retirement 501(c)(9) Trust

- a. The School District will commence to implement a Retirement VEBA for the 2004-2005 school year. The provisions for such a program are set forth in this section and the Retirement VEBA Trust document.
- b. Effective with the 2004-2005 school year the School District will contribute to every eligible teacher to the Retirement VEBA and employed under regular contract an amount equal to one percent (1%) of the teacher's regular salary to the teacher's account in the Retirement VEBA.
- c. Since this Retirement VEBA Plan is a replacement for certain retirement benefits that were phased out in the 2004 Retirement Restructuring Program all contributions to eligible teachers will vest after five (5) years of experience with the Scott County School District 1.
- d. A teacher whose employment is terminated prior to vesting will have the value of their Retirement VEBA forfeited to the plan and that amount will be utilized as part of the School Corporation's next required contribution to the Retirement VEBA Plan.

The School Corporation will disclose and provide a written notice to the Association of the amount, if any, that has been forfeited and used to reduce the School Corporation's contribution that year.

## **Section 4. Retirement Benefits for Teachers whose First Day of teaching was after the 2003-2004 School Year.**

- A. Teachers whose first day of teaching was after the 2003-2004 school year will receive retirement benefits only under this section.

### B. Severance Pay

A permanent teacher who has (1) twenty (20) years experience in Scott County School District 1, (2) who qualifies for the Rule of 85 under the Indiana State Teachers Retirement Fund (ISTRF), or who (3) qualifies for medical disability retirement shall

receive pay for unused sick leave at the rate of Fifty Dollars (\$50.00) per day times accumulated sick leave up to a maximum of 60 days and shall receive Seventy-five Dollars (\$75.00) per year of service in Scott County School District 1.

C. Retirement Notice

Written notice of retirement shall be given by March 1 preceding the teacher's last school year.

D. Health Insurance Benefits during Retirement

Teachers retiring who qualify for Severance Pay as provided above in this Section may elect to continue their current hospitalization insurance with the School Corporation's group health insurance subject to pay the respective health insurance premiums. Individuals electing this option of insurance contribution must do so in writing to the office of the Superintendent along with their retirement notice.

E. Deferred Compensation

1. Retirement Savings Plan

- a. During the 2004-2005 school year, the School Corporation will establish and maintain the Scott County School District 1 Retirement Savings Plan ("Retirement Savings Plan"). The provisions for such a program are set forth in this Section and in the plan document. This Plan will be a 401(a) qualified plan.
- b. Effective with the 2004-2005 school year, the School Corporation will contribute to every teacher eligible for the Retirement Savings Plan and employed under regular contract an amount equal to one percent (1%) of the teacher's regular salary to the teacher's account in the Retirement Savings Plan.
- c. Effective with the 2005-2006 school year, the School Corporation will contribute to every teacher eligible for the Retirement Savings Plan and employed under regular contract an amount equal to two percent (2%) of the teacher's regular salary to the teacher's account in the Retirement Savings Plan.
- d. Teachers will have the option of continuing to invest employee elective contributions in 403(B) plans already in existence subject to the statutory contribution limits.
- e. This Retirement Savings Plan is a replacement for certain retirement benefits that were phased out in the 2004 Retirement Restructuring Program. Eligible teachers will vest immediately.

2. Retirement 501(c)(9) Trust

- a. The School District will commence to implement a Retirement VEBA for the 2004-2005 school year. The provisions for such a program are set forth in this section and the Retirement VEBA Trust document.
- b. Effective with the 2004-2005 school year the School District will contribute to every eligible teacher to the Retirement VEBA and employed under regular contract an amount equal to one percent (1%) of the teacher's regular salary to the teacher's account in the Retirement VEBA.
- c. This Retirement VEBA Plan is a replacement for certain retirement benefits that were phased out in the 2004 Retirement Restructuring Program. Eligible teachers will vest immediately.

## **ARTICLE VIII**

### **Grievance Procedure**

#### **Section 1. Definitions.**

- A. A "grievance" is an alleged violation or claimed misinterpretation of a specific article or section of this agreement.
- B. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit.
- C. The term "day" when used in this article shall mean teacher days (as that term is used in the school calendar of 185 days). During the summer recess, the term shall mean weekdays (Monday through Friday).

#### **Section 2. Grievant and Representation.**

- A. 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. (The adjustment of all grievances should not be inconsistent with the terms of this Contract.)
- B. The Association may file a system wide or class grievance directly at Step 3. subject to the time limits in Step 2, paragraph 3 and 4.

#### **Section 3. Procedure.**

##### **Step One**

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

- A. The teacher may approach the building principal concerned and discuss the matter in his/her own behalf.
- B. 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.

### 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 C.

- A. The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal, and the school central office.
- B. The grievance shall (1) name the other individual(s) involved, if any, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this agreement 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 grievant(s).
- C. The form of grievance should be filed as soon as possible, but any grievance not presented in writing in Step Two within ten (10) days of the time the grievant knew, or reasonably should have known, of the grievance shall be deemed waived and shall not be processed.
- D. The teacher may request 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/her answer in writing to the grievant and the Association representative, and said answer shall be attached to the grievance.

### Step Three

- A. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of receipt of the building principal's answer, appeal to the Superintendent, by filing the grievance and the principal's answer, along with a written response of the teacher, if desired, with the Office of the Superintendent, which shall receipt thereof. Any such response by the grievant shall be attached to the grievance.
- B. The teacher may request 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 ten (10) days after receipt of the written grievance properly filed with the Office of the Superintendent. Such answer shall be attached to the grievance.

#### Step Four

Within twenty (20) days after receipt of the decision in Step Three, the Association or the School 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, pursuant to the following procedures.

- A. The two (2) parties, the School Board and the Association, shall attempt to select an arbitrator by mutual agreement, or a method of selecting an arbitrator by mutual agreement. If the two (2) parties cannot agree on the arbitrator, or a method of selecting an arbitrator, within five (5) days after notification is given, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
- B. The Association has the right to file a grievance at Step 2-3, bound by the time limits therein.

#### **Section 4. Powers of Arbitrator.**

- A. The arbitrator shall have no power:
  - 1. To add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
  - 2. To rule on the termination of services or failure to reemploy any teacher to a position on the extracurricular schedule.
  - 3. To rule in regard to the dismissal of, or the renewal or non-renewal of any contract for, any non-tenure teacher.
  - 4. To rule in regard to any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including but not limited to any matter subject to the procedures specified in the Teacher's Tenure Act, the Equal Employment Opportunity Act, or other legislation.
  - 5. To change any practice, policy, or rule of the Board, unless such practice, policy or rule shall be in direct conflict with this agreement.
  - 6. To consider any matter outside the scope of the grievance and its attachments.
  - 7. The Board and the Association recognize that the provisions of this Contract or any supplement thereto constitute limitations and are the only limitations upon the Board's right to manage the school district, and that the Board has the responsibility and authority to manage and direct all the operations of the school district to the full extent vested in it by the laws of the State of Indiana.
- B. The arbitrator shall have jurisdiction to rule on the arbitration prior to court

review. In the event that a case is appealed to an arbitrator in which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- C. The decision of the arbitrator shall be final and binding on the Association, its members, the teachers, the employee or employees involved, the Board and the School Corporation.
- D. 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 party incurring them.

#### **Section 5. Other Provisions Relating to the Grievance Procedure.**

- A. At his/her option, a teacher may bypass Step One of this procedure.
- B. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- C. 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 basis for evaluations.
- D. Time limits herein may be extended only by mutual agreement, signed by the parties.
- E. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teacher were present and working.
- F. All steps of the grievance procedure shall be conducted during non-regular work hours, or changed by mutual consent.
- G. 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.
- H. 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.
- I. Any grievance which arose prior to the effective date of this agreement or after the termination date of this agreement shall not be processed.
- J. No non-tenure teacher may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew such teacher's contract.
- K. No tenure teacher shall use the grievance procedure to dispute any action by the Board which is in accordance with the state tenure laws.
- L. 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.

In the event the School Corporation comes under any court order or conciliation agreement with any state or federal regulatory commission or agency the carrying out of which would affect the terms of this agreement, the parties agree to negotiate in regard to such terms within the scope of the conciliation agreement or order.

- M. The association shall discourage any attempt of its members to appeal to any court or labor board from a decision of an arbitrator.



**ARTICLE IX**  
**Term of**  
**Agreement**

The term of this agreement shall begin on July 1, 2023, and shall continue in full force and effect until June 30, 2025, with the exception of those provisions which specifically go into effect or expire by their own terms at such other date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto. If state tuition support for the 2024-25 school year is determined to be \$300,000 or more, this contract shall be reopened for the purpose of bargaining wages and fringe benefits.

The undersigned attest to the following:

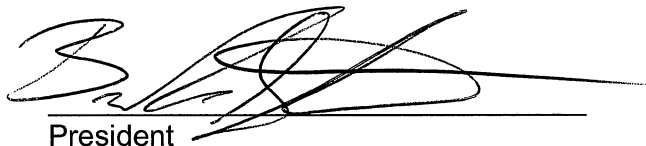
A public hearing (Pre-formal Bargaining Hearing) was held in compliance with I.C. & 20-29-6-1(b) on September 18, 2023 Electronic participation was not available.

A public meeting in compliance with I.C. 20-29-6-1(b) was held on October 16, 2023 to discuss the tentative agreement and electronic participation was not available.

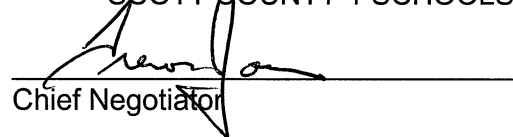
A public meeting in compliance with I.C. 20-29-6-1(b) was held on October 20, 2023 for ratification by the Board of the tentative agreement. Electronic participation was not available.

THE JENNINGS TOWNSHIP CLASSROOM  
TEACHERS ASSOCIATION

  
Chief Negotiator

  
President

BOARD OF SCHOOL TRUSTEES OF  
SCOTT COUNTY 1 SCHOOLS

  
Chief Negotiator

  
President

Ratified by the Association  
this 6<sup>th</sup> day of October, 2023.

Ratified by the Board of School Trustees  
this 20<sup>th</sup> day of October, 2023.

APPENDIX A  
~~2021-23-2023-25~~  
 SCOTT COUNTY SCHOOL DISTRICT 1  
HIRING SCHEDULE

	BA	MA
0	43000	44425
1	43950	45375
2	44900	46325
3	45850	47275
4	46800	48225
5	47750	49175
6	48700	50125
7	49650	51075
8	50600	52025
9	51550	52975
10	52500	53925
11	53450	54875
12	54400	55825
13		57250
14		58675
15		60100
16		61525
17		62950
18		64375
19		65800
20		67225
21		68650
22		70075
23		71500
24		72925
25		74350

For the 2023-24 School Year, increases in base salary pay shall be paid to each employee no later than December 31, 2023.

APPENDIX B  
2023-25  
SCOTT COUNTY SCHOOL DISTRICT 1  
EXTRA CURRICULAR SCHEDULE  
(additional pay for extra duties and responsibilities)  
(Number of positions indicated herein was not bargained and are  
for informational purposes only.)

ECA POSITION	AMOUNT
H.S. ACADEMIC BOWL:	
Coordinator	\$1,284.00
Asst. Coordinator	\$1,122.00
Spell Bowl Coach	\$758.00
Spell Bowl Coach	\$758.00
Coach - Fine Arts	\$758.00
Coach - English	\$758.00
Coach - Science	\$758.00
Coach - Math	\$758.00
Coach - Social Studies	\$758.00
M.S. ACADEMIC BOWL:	
Coordinator	\$546.00
Coach - Science	\$443.00
Coach - Math	\$443.00
Coach - English	\$443.00
Coach - History	\$443.00
Spell Bowl Coach	\$443.00
MISCELLANEOUS ECA:	
Spell Bowl Coach	\$443.00
Student Council Sponsor	\$76.00
Newspaper Sponsor	\$228.00
MS Cheerblock Sponsor	\$480.00
Senior Class Sponsor	\$1,836.00
Senior Class Sponsor - Asst.	\$1,836.00
Junior Class Sponsor	\$1,500.00
Junior Class Sponsor - Asst.	\$1,500.00
Sophomore Class Sponsor	\$918.00
Sophomore Class Sponsor - Asst.	\$918.00
Freshman Class Sponsor	\$730.00
Freshman Class Sponsor - Asst.	\$730.00
Elementary Technology/Social Media Administrator	\$500.00
Middle School Technology/Social Media Administrator	\$500.00

High School Technology/Social Media Administrator	\$500.00
Cheerblock Sponsor - Varsity Girls	\$641.00
Cheerblock Sponsor - Varsity Boys	\$641.00
Cheerblock – Varsity - (2 ways = \$233.50)	\$467.00
SAD	\$219.00
French Club	\$219.00
Drama Club	\$632.00
Science Club	\$219.00
Spanish Club	\$219.00
Sunshine Society - 2 @ \$900.50	\$1,801.00
Chorus/Show Choir	\$3,161.00
High School Band	\$3,161.00
National Honor Society	\$219.00
School Newspaper - 5 yr.	1,000
Student Council - HS	\$219.00
Yearbook Sponsor	\$1,500.00
TelCom Sponsor	\$1,500.00
Key Club (2 (cl) 900.50)	\$1,801.00
Maverick Challenge	\$758.00
Art Club	\$900.00
MS Builders Club	\$750.00
Elementary Yearbook	\$500.00
MS Yearbook	\$500.00
HS Yearbook	\$1,500.00
ATHLETIC DIRECTOR:	
MS Athletic Aide (2 @ \$1,046.50)	\$2,093.00
Athletic Director	\$6,773.00
HS Athletic Aide (2 @ 1,049.00)	\$2,098.00
HS Athletic Aide - Spring/Fall	\$559.00
BASEBALL:	
HS Head	\$3,257.00
HS Assistant	\$3,051.00
MS Baseball	\$1,334.00
SOFTBALL:	
HS Head	\$3,257.00
HS Assistant	\$3,051.00
MS Softball	\$1,334.00

**BASKETBALL:**

Elem. Boys If 2 coaches (\$1,000.00 ea.)	\$2,000.00
If one coach	\$1,350.00
Elem. Girls If 2 coaches 1\$1,000.00 ea.)	\$2,000.00
If one coach	\$1,350.00
Elem. Boys' - 6th Grade	\$1,333.50
Elem. Girls' - 6th Grade	\$1,333.50
8th Grade - Boys	\$3,051.00
8thGrade - Girls	\$3,051.00
7th Grade - Boys	\$2,823.00
7th Grade - Girls	\$2,823.00
7th/8th Asst. Girls B'ball	\$2,134.00
Asst. Varsity - Boys	\$4,498.00
Varsity - Boys	\$7,915.00
Varsity - Girls	\$7,915.00
*Asst. Varsity - Girls	\$4,498.00
J.V. Boys	\$4,498.00
J.V. Girls	\$4,498.00
Freshman - Boys	\$3,220.00
Freshman - Girls (1 @ \$2,720 & 1 @ \$500)	\$3,220.00

**GOLF:**

Golf - MS	\$1,334.00
Varsity - Boys	\$3,000.00

**TENNIS:**

Boys - Varsity	\$3,000.00
Girls - Varsity	\$3,000.00
Boys - MS	\$1,334.00
Girls - MS	\$1,334.00

**TRACK:**

MS Boys - Head	\$1,836.00
MS Girls - Head	\$1,836.00
MS Boys - Asst.	\$1,668.00
MS Girls - Asst.	\$1,668.00
Var. Boys - Head	\$3,257.00
Var. Girls - Head	\$3,257.00
Var. Boys - Asst.	\$3,051.00
Var. Girls - Asst.	\$3,051.00

CROSS COUNTRY:

MS - Boys	\$1,334.00
MS - Girls (pd. only if a team) (one coach both = 2001.00)	\$1,334.00
Var. - Boys	\$2,633.00
Var. - Girls	\$2,633.00

VOLLEYBALL:

MS - Head	\$1,334.00
MS - Asst.	\$1,122.00
Elem. - 5th & 6th grades	\$642.00
Var. - Head	\$3,257.00
Var. - Asst.- (1 @ \$1107. & 1 @ \$1800)	\$2,907.00

SOCCER:

HS Varsity - Head	\$2,633.00
MS - Head	\$1,334.00
HS - JV	\$1,836.00

If the Extra Duty/Extra Pay stipend is not split as marked on this Appendix B and if the School Corporation agrees to hire more than one coach/sponsor for the same position, the amount of the stipend for that position will be divided among the number of coach(es)/sponsor(s).

APPENDIX C  
GRIEVANCE REPORT

**STEP II**

---

1. Name of Grievant _____	2. Position _____
3. Building _____	
4. Date Cause of Grievance Occurred: _____	
5. State Nature of Grievance: _____	
_____	
_____	
_____	
6. Relief Sought: _____	
_____	
_____	
_____	
7. Grievant's Signature _____	
8. Date _____	
-----	
9. Date Received by Building Principal _____	10. Date _____
11. Decision of Immediate Supervisor: _____	
_____	
_____	
_____	
12. Signature of Immediate Supervisor _____	
13. Date _____	
-----	

Attach additional sheets as needed.

Copy distribution: Supt., Association, Grievant

**GRIEVANCE REPORT  
STEP III**

1. Name of Grievant \_\_\_\_\_
2. Building \_\_\_\_\_ 3. Position \_\_\_\_\_
4. Date Cause of Grievance Occurred: \_\_\_\_\_
5. State Grounds for Appeal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Grievant's Signature \_\_\_\_\_ 7. Date \_\_\_\_\_
8. Date Received by Superintendent \_\_\_\_\_
9. Date of Meeting \_\_\_\_\_
10. Time \_\_\_\_\_ 11. Place \_\_\_\_\_
12. Decision of Superintendent or his designee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
13. Signature & Title \_\_\_\_\_ 14. Date \_\_\_\_\_

Attach additional sheets as needed.

Copy distribution: Supt., Association, Grievant



**GRIEVANCE REPORT**  
**Step IV**

Grievance No. \_\_\_\_\_

1. Name of Grievant \_\_\_\_\_ 2. Position \_\_\_\_\_  
3. Building \_\_\_\_\_  
4. Date Cause of Grievance Occurred: \_\_\_\_\_  
5. State reason for appeal to Level III (be specific)

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6. Grievant's Signature \_\_\_\_\_ 7. Date \_\_\_\_\_  
8. Date Received by Board \_\_\_\_\_  
9. Decision by Arbitrator

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10. Signature \_\_\_\_\_ 11. Date \_\_\_\_\_  
Arbitrator

Attach additional sheets as needed.

Copy distribution: Supt., Association, Grievant