AGREEMENT

between the

BOARD OF SCHOOL TRUSTEES

of the

MERRILLVILLE COMMUNITY SCHOOL CORPORATION

and the

MERRILLVILLE CLASSROOM TEACHERS ASSOCIATION

an affiliate of

National Education Association

Indiana State Teachers Association

July 1, 2026 – June 30, 2027

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Article 1 - Recognition

1.1 The Board hereby recognizes the Association as the exclusive representative for teachers in the bargaining unit for the duration of this Agreement, which shall continue automatically unless successfully challenged in accordance with I.C. 20-29-5-2. The term "teacher" or "teachers" when used hereinafter in this Agreement shall refer to any full time certificated person on a regular teacher's contract or a temporary teacher's contract in the employment of the school corporation. A school employee shall be considered full time even though he/she does not work during school vacation periods, and accordingly works less than a full year. There shall be excluded from the above bargaining unit all employees who are supervisors as defined in I.C. 20-29-2-19, Assistant to the Principal for Guidance, Director of Media Production, and head varsity high school coaches in the following sports: football and basketball. For the purposes of the Agreement, department chairpersons and coordinators shall be considered a part of the bargaining unit.

1.2 The Board shall not bargain with or recognize any other school employee organization as defined in I.C. 20-29-2-14.

Article 2 - Grievance Procedure

2.1 *GRIEVANCE* - A claim by a teacher or teachers or the Association that there has been an alleged violation of a specific section of this master contract or a Memorandum of Understanding entered into by the parties. If any such alleged grievance arises there shall be no stoppage or suspension of work because of such alleged grievances, but such alleged grievances shall be resolved through the procedures set forth herein.

2.2 *GROUP GRIEVANCE* - If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent or his designee directly and the processing of such grievance shall be commenced at Step Two (2) of the grievance procedure.

2.3 *DAYS* - A "day" for the purposes of this grievance procedure shall during the period of time covered by the official school calendar mean the actual days the students are in session. During the period of time not covered by the official school calendar, a day shall mean a week day and shall exclude Saturday, Sunday, and legal holidays.

2.4 Nothing contained herein shall be construed to prevent any individual teacher from initiating a grievance at Step One (1) and having the grievance adjusted, if the adjustment is not inconsistent with the terms of the Agreement and the Association has been given notice of the Step One (1) hearing. Said notice shall entitle the Association to be present and present its views at such a hearing.

2.5 Any formal written grievance submitted to Step Two (2) of this grievance procedure shall have the signature of the Association. Only the Association shall have the right to submit a grievance to arbitration.

2.6 All time limits contained herein shall be strictly adhered to unless the Board and the Association agree in writing to an extension of time limits. If the grievant or the Association fail to act within the time limits set forth herein, the grievance shall be deemed waived.

2.7 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

2.8 At any step of this grievance procedure, if the Board schedules a meeting or hearing during the working hours of the teacher or Association representative(s) and their presence or testimony is necessary to the presentation of the grievance, the teacher and Association representative(s) shall suffer no loss of pay.

2.9 All meetings and hearings under this procedure shall be closed to the public and shall include only the interested parties, representatives and any necessary witnesses except by agreement of the parties.

2.10 In any claim for back pay the school employer shall not be required to pay back wages for more than the contract year in which the grievance is filed.

2.11 The Board and the Association agree that no reprisals will be taken by either party against any party in interest as a result of the grievance procedure.

2.12 STEP ONE (See Appendix A-1)

In the event that a teacher believes that there is a basis for a grievance he/she shall within fifteen (15) days of the alleged violation or within fifteen (15) days after he/she knew of or had reason to know of the violation, request of his/her principal a meeting at which an informal presentation of the grievance shall take place. The date of the request shall be indicated on Step One (1) Grievance Forms, two (2) copies of which shall be signed by the teacher and the Association representative and submitted to the principal. The principal shall acknowledge the date of the request by signing both forms and returning one to the Association representative and retaining one (1) for his/her files. Any aggrieved teacher may elect to be accompanied and represented at Step One (1), the informal grievance level, by a representative(s) of the Association. The principal shall have a maximum of fifteen (15) days following the date of the request during which he/she may attempt to resolve the grievance.

STEP TWO (See Appendix A-2)

If the grievance is not resolved to the satisfaction of the Association at Step One (1), the Association may submit the formal written grievance to the Superintendent or his designee. The formal written grievance shall be so submitted as soon as practicable after a determination has been made at Step One (1); in no case, however, shall such submission be more than twenty (20) days after the request at Step One (1). Said formal written grievance shall cite the section(s) of the Agreement alleged to have been violated, explain the theory(ies) and contention(s) of the grievant, and state the remedy sought. The Superintendent or his designee shall meet with the Association for the purpose of attempting to resolve the grievance. He shall indicate his disposition of the grievance in writing within twenty (20) days of the submission of the formal written grievance at Step Two (2). A copy of the written disposition shall be furnished to the grievant and the Association.

STEP THREE

If the Association is not satisfied with the disposition at Step Two, the Association may submit a written appeal to the President of the Board of School Trustees within ten (10) working days of the receipt of the written disposition by the Superintendent or his/her authorized representative, or in the event the Superintendent or his/her authorized representative fails to issue a written disposition within the time limit, within thirty (30) working days of the appeal of the grievance to Step Two. Upon written request to the President of the Board of School Trustees the Association shall be entitled to a meeting with the Board to discuss the grievance prior to the Board's final decision. The Board of School Trustees will review the grievance, make its decision, and notify the Association at the earliest opportunity. The decision of the Board shall be final.

Article 3 – Medical Examinations

3.1 If a medical examination by a licensed physician is required by the school corporation the cost of the medical examination shall be borne by the Board.

Article 4 – Mentor Teachers

4.1 Teachers shall receive a stipend of $600.00 per mentee from the Merrillville Community School Corporation for actual service as a mentor for a first-year teacher and $300.00 per mentee for actual service as a mentor for a second-year teacher.

Article 5 – Association Leave

5.1 The Association shall have fifteen (15) days each school year which includes short sessions of the Indiana General Assembly and twenty (20) days during each school year of long sessions to use for Association business. These days are to be used at the discretion of the Association as authorized by the president of the Association; however, these days will not be used to take part in or assist in a strike against a school employer or school corporation. The Association shall give the administration reasonable notice and shall not use more than three (3) of these days on any given day without the approval of the Superintendent. The Association will pay substitute costs for these days. In any given school year, additional days may be granted at the discretion of the Superintendent. When a member of the bargaining unit testifies before the General Assembly or confers with members of the General Assembly at the request of the school corporation, the school corporation will pay the substitute costs.

Article 6 - Short-Term Paid Leave

6.1 *Personal Illness* - For absences caused by illness or physical disability of the teacher or physician appointments during the term of illness, but shall not be utilized for routine, or continuing conditions except where the physician verifies such condition would render the teacher unable to teach, each teacher shall be allowed ten (10) days each year, accumulative without limit. A teacher who teaches less than a full school year shall be credited with a proportional number of sick leave days. In the event a new teacher shall have accumulated three (3) or more sick leave days in a prior school corporation of this state, then after his/her first year of teaching, and upon the signing of his/her second consecutive teaching contract with the Merrillville Community Schools, he/she will be eligible for the regular ten (10)

days plus three (3) additional days each succeeding year until his/her previously accumulated sick leave days are exhausted.

Summer school teachers shall be entitled to all sick leave rights to which they are normally entitled and have remaining from the preceding school year.

Teachers shall be given an accounting of their accumulated sick leave once each year.

If a teacher is absent five (5) consecutive school days or longer he/she will specify on the appropriate form the nature of the illness or physical disability. If the personal illness leave use has been frequent or suspicion of abuse exists, the administration may require the submission of a physician's statement certifying illness of the teacher involved.

At any time school is canceled, there will not be personal illness days deducted.

6.2 Teachers may donate up to two (2) sick leave days per occurrence to any teacher who, in the case of extended illness, has exhausted his/her sick leave days and personal leave days. If a teacher suffers another medical occurrence in a given school year teachers may donate up to an additional two (2) sick leave days to that teacher. A request for such donations will be made through the president of the Association. With the consent of the teacher making the request, the Association will convey the request to teachers and will circulate the appropriate form among teachers. Completed forms will be submitted to the Superintendent by the president of the Association. A doctor's certificate will confirm the illness. The maximum number of days that may be donated to a given teacher in a given school year is the number of days it would take to enable the teacher to be eligible for long term disability insurance up to a maximum of sixty (60) days in a given school year. In the event more days are donated than are used, the surplus days will be maintained in a "sick bank" and will be used for future needs prior to asking for additional donations.

6.3 *Adoptive Leave* - A teacher adopting a child shall be allowed to take up to thirty (30) personal illness leave days immediately following the adoption of a child. These days shall be deducted from the teacher's accumulated personal illness leave. Teachers applying for adoptive leave shall, upon initial application for adoptive leave, notify the Director of Personnel in writing, of their intent. The period of leave shall commence when the child is physically turned over to the teacher parent.

6.4 *Paternity Leave* – The father of a child shall be allowed to take up to five (5) consecutive personal illness leave days, to be used within seven (7) calendar days, immediately following the birth of a child. These days shall be deducted from the teacher's accumulated personal illness leave.

6.5 *Worker's Compensation* - Absences due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The Board shall pay to such teacher the difference between his/her salary and benefits received under the Indiana Worker's Compensation Act for the duration of such absence or until his/her present contract expires. The payment may continue at the discretion of the Board.

6.6 *(a) Illness in Family* - All members of the bargaining unit shall be allowed three (3) days leave per year with pay (non-deductible from sick leave and non-accumulative) in case of serious illness, major surgery or serious accident involving the teachers' spouse, parents or

any person who has an established and recognized home in the home of the teacher. These days shall also be allowed for children; however, if the leave use has been frequent or suspicion of abuse exists, the administration may require that the attending physician certify that the parent's presence was necessary. Additional days (deductible from sick leave) may be granted at the discretion of the Superintendent in an extreme case or for a person who has an established and recognized home in the home of the teacher.

(b) FMLA – Teachers who need extended leave may qualify for FMLA per federal law and guidelines. These guidelines can be found on the shared drive or accessed through Human Resources.

6.7 *Personal Business Leave* - Teachers shall be allowed three (3) days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of employment. A teacher who teaches less than a full school year shall be credited with a proportional number of personal leave days.

A "Personal Business Leave Request Form" shall be filed with the Superintendent through the building principal prior to exercising this right. In the event this is not possible, the form must be completed and submitted on the first school day the teacher returns to duty. Forms are available in each principal's office.

Unused personal business leave days shall be added to the accumulated sick leave days on July 1st after the close of school, or at the end of summer school, if applicable, however, the total of accumulated sick leave days plus the number of unused personal business leave days shall accumulate without limit.

At any time school is canceled, there will not be personal business leave days deducted.

At the discretion of the Superintendent, a teacher may be allowed additional personal business leave days not to exceed the number of personal business leave days unused by the teacher during the previous school year. The Superintendent's approval must be obtained prior to the use of such days. These days will be deducted from the teacher's accumulated sick leave.

Personal business leave is not intended to be used to extend a scheduled recess.

6.8 *Bereavement* - In each case of death in the immediate family, a teacher shall be allowed a maximum of seven (7) consecutive calendar days without loss of pay. This leave may commence, at the discretion of the teacher, on the day of the death or the day after the death. Request may be made by the teacher for a variance of the starting day and may be granted at the discretion of the Superintendent.

The immediate family for this purpose shall include spouse, parent, stepparent, child, stepchild, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any person who has an established and recognized home in the home of the teacher. Any other relationship must be approved by the Superintendent or his designee.

In a case where a teacher or teacher’s partner experiences a stillbirth, the teacher shall be allowed a maximum of seven (7) consecutive calendar days without loss of pay. This leave may commence, at the discretion of the teacher, on the day of the stillbirth or the day after

the stillbirth. Request may be made by the teacher for a variance of the starting day and may be granted at the discretion of the Superintendent.

In each case of death of a sister-in-law, brother-in-law, niece, or nephew, a maximum, of two (2) consecutive school days' leave of absence shall be allowed.

In the case of delayed interment the employee shall be paid up to two (2) additional days.

At the discretion of the Superintendent or his designee, a teacher may be allowed up to one day for a person such as an uncle, aunt or grandparent-in-law. A second day may be granted when such leave is granted to travel more than two hundred fifty (250) miles from Merrillville.

6.9 *Court Duty* - Any teacher who is called for jury duty or court witness shall receive the necessary leave to fulfill his/her civic obligation. The teacher shall be paid his/her full salary for each contract day of absence provided that the teacher pays to the school corporation the compensation received for jury duty less mileage expense. The leave shall not be deducted from sick leave or from personal business leave days.

6.10 *Professional Leave* - Professional leave with pay may be granted to teachers by the Board upon the recommendation of the Superintendent. A building principal may recommend that more than one (1) member of the building staff may attend a conference subject to the provisions of this section.

Professional leave is defined as leave to participate in conventions, conferences, workshops, and school visitations, attendance at which will contribute to the improvement of the Merrillville Community School Corporation's instructional program.

Applications for professional leave must be submitted to the building principal. The request shall have the recommendation of the Principal and be sent to the Superintendent for his recommendation.

Applications for professional leave should be submitted thirty (30) days in advance if possible.

Teachers requesting professional leave would normally be expected to be a member of the professional organization which is sponsoring the conference, convention or workshop.

A report on the conference, convention, workshop or school visitation attended shall, upon request, be submitted to interested persons.

The Board agrees to reimburse teachers who have been granted professional leave according to the following schedule:

a. Food - up to $40.00 per day in-state and up to $50.00 per day out of state (overnight conferences only)
b. Lodging - up to $150.00 per day for single occupancy.
   Lodging – up to $200.00 per day for double occupancy
c. Mileage - at the rate designated by the U.S. Internal Revenue Service. When travel is beyond a 300 mile radius, reimbursement will be paid at the rate of air coach fare,

including tax. The mileage rate will be paid only for the number of cars that, in the judgment of the Superintendent, are necessary. Mileage shall be calculated from the Administration Center.

d. Claims must be submitted on forms prescribed by the State Board of Accounts (available in the Superintendent's office). Receipts for food, lodging and travel (plane and train tickets) must be attached to the Claim form.
e. Lodging will not be paid within a radius of one hundred (100) miles.
f. Registration fee for the approved conference will be paid.

Expenses incurred at athletic clinics may be reimbursed from the athletic fund at rates less than those in this schedule.

6.11 *Attendance Incentive* - The Board agrees to allocate ten thousand dollars ($10,000) per trimester to be split evenly between employees not using any personal business days, personal illness days, or family illness days during the trimester.

Article 7 - Summer School

7.1 The salary of a summer school teacher who serves on a Supplemental Service Contract shall be at the rate of forty-five dollars (45.00) per hour. [Pursuant to IC 20-28-6-7 (c) this provision was not bargained and has been included for informational purposes only.]

7.2 Summer school teachers shall be entitled to all personal, bereavement and professional leave rights which they are normally entitled to and have remaining from the preceding school year.

7.3 Extended Contracts

Counselors will be compensated at their regular daily rate for services rendered after and before the regular school year. The following positions require extended contracts as follows:

POSITION	DAYS AFTER SCH	DAYS BEFORE SCH
High School Guidance	4	7
High School Guidance (New Student Enrollments/Scheduling Conflicts)	4	19
High School Guidance (New Student Enrollments/Scheduling Conflicts/ Summer School/Graduation Pathways)	13	16
Middle School Guidance		7

[The Regular Teacher's Contract of a counselor will reflect the position held by that counselor as well as the number of days to be included in his/her extended contract.]

This provision was not bargained and has been included for informational purposes only.

Article 8 - Department Chairpersons and Team Leaders

8.1 Department chairpersons shall be appointed by the Superintendent upon the recommendation of the building principal. They shall have at least two (2) years teaching experience in the Merrillville Community School Corporation. This provision was not bargained and has been included for informational purposes only. Compensation for department chairpersons shall be figured on the Base Salary stated in Appendix D Extra Duties and Responsibilities Pay Schedule. The following percentages will apply:

Department	Senior High	Middle School
English	.20	.10
Business	.08	.05
Art	.05	.04
World Language	.08	----
Family & Consumer Science	.06	----
Industrial Arts	.09	----
Mathematics	.18	.10
Medical Service/Public Safety	.09	----
Music	.06	.04
Physical Education	.09	.04
Science	.14	.06
Social Studies	.10	.06
Guidance	.10	----
Special Education	.10	.06

Department	Intermediate School
Math Lead Teacher	.04
English Lead Teacher	.04
Science Lead Teacher	.04
Social Studies Lead Teacher	.04
Related Arts Lead Teacher	.04
Special Education Lead Teacher	.04

8.2 Middle school team leaders are responsible for scheduling and conducting team meetings, for the coordination of team schedule changes, and for acting as liaison with building administration, other teams, and the allied arts teachers. This provision was not bargained and has been included for informational purposes only. Compensation for team leaders shall be figured on the Base Salary stated in Appendix D Extra Duties and Responsibilities Pay Schedule. The following percentages will apply:

Team Size: 4 or More	.08
Team Size: Less than 4	.06

8.3 Deans and Instructional Coaches will receive a stipend of .04 of the extra-curricular base for additional hours and responsibilities they conduct during the school year.

Article 9 - Curriculum and Study Committees

9.1 The Board and Association agree that teachers do have a contribution to make to the improvement of the curriculum. From time to time and as the need arises, teachers will be asked to serve on various curriculum and/or study committees. These committees will be instructed to address themselves to well defined and manageable problems. If teachers are asked to serve on curriculum and/or study committees established under Board adopted projects which provide for teachers being paid at an hourly rate, they shall be paid at an hourly rate based on the base salary of the teacher compensation model. For the purposes of this section, the hourly rate shall be based on the eight (8) hour teacher work day.

9.2 Teachers assigned to provide educational services in the Alternative Education Program shall be paid at the curriculum rate as stated in Section 9.1.

9.3 Effective the 2020-2021 school year, the Merrillville Alternative Program Coordinator shall be paid stipends in the following amounts:

Fall	$6,650.00
Winter	$6,650.00
Spring	$6,650.00

Article 10 - Retirement Benefits

10.1 Effective January 1, 2006, a Post Retirement 403(b) Program ("the program") will be established. The school corporation will make payments into the program on behalf of teachers who are eligible for retirement benefits as provided below.

10.2 All full-time certificated personnel who retire and who meet the qualifications listed below shall receive during their last year of service, in addition to their regular salary, an amount equal to $200.00 for each year of service in the Merrillville Community School Corporation, and an amount equal to fifty dollars ($50.00) per day for each of their remaining unused sick days subject to the following limitations and conditions:

a. Teachers must provide written notification of retirement to the personnel office on or before April 1 of the year in which he/she retires.

b. Teachers must have at least ten (10) years of service in the Merrillville Community School Corporation.

c. Teachers must be at least fifty (50) years of age.

d. A retiring teacher shall receive two thousand dollars ($2,000) of his/her retirement benefits during his/her final school year of employment. One half (1/2) of the remaining retirement benefit shall be deposited into an account in the 403(b) Program on behalf of a teacher during the month of August following the teacher's retirement. The other one half (1/2) of the remaining retirement benefit shall be deposited into an account in the 403(b) Program on behalf of the teacher during August of the following year.

e. Upon the demise of any teacher eligible for severance pay, said severance pay to which such teacher would have been entitled had he/she survived, shall be paid directly, in a lump sum, to the beneficiary named on his/her school corporation life insurance policy. If there is no beneficiary named on his/her school corporation life insurance policy, the remainder owed the teacher shall be paid in a lump sum to the estate of the teacher.

f. To receive a year of retirement credit under this section, a teacher under a regular or temporary contract must serve:

(1) at least one hundred twenty (120) days in a school year; or
(2) at least sixty (60) days in each of two (2) school years.

10.3 Early Retirement Benefits

a. The Board agrees to establish and maintain a VEBA (Voluntary Employee Benefit Assistance) plan pursuant to 501(c)(9) of the Internal Revenue Code.

b. Effective the 2003-2004 school year, the Board will contribute an amount equal to one percent (1%) of each teacher's base salary annually into an individual VEBA account on behalf of each teacher. For the purposes of this Article, base salary shall be defined as the teacher's compensation as determined by proper placement on the teachers' salary schedule. This one percent (1%) ongoing contribution will vest with a teacher upon completion of five (5) years of continuous service with the school corporation. One year of service will be credited upon completion of one hundred twenty (120) days in a given school year.

10.4 A teacher who retires after ten (10) or more years of service in the Merrillville Schools may participate in the group hospitalization, dental and health insurance plans at his/her expense pursuant to I. C. 20-28-9-20, until Medicare eligible.

[Effective January 1, 2022] Sections 10.1 – 10.4 will not apply to Social Workers

10.5 [Effective January 1, 2022] Retirement Severance Plan for Social workers

A. *Eligibility*
Retirement severance pay shall be granted to all eligible social workers upon their retirement. Eligibility for retirement severance pay shall be defined by and include all of the following:

1. A minimum of ten (10) years of continuous employment in any capacity in the Merrillville Community School Corporation. A year of employment is defined as a minimum of one hundred-twenty (120) days worked in a school year.

2. Social Workers shall become eligible for severance pay when they reach the age of fifty (50).

3. A written certification of intent to retire must be filed with the Superintendent on or before April 1 of the year of retirement.

4. In the event an employee is unable to give proper notice of retirement as required and/or is forced to retire as a result of ill health or accident, the required notice of retirement may be waived upon receipt of such written request.

B. *Severance Pay Computed*

Severance pay shall be completed as follows:

After 10 years, 25% of accumulated sick leave.
After 11 years, 27 1/2% of accumulated sick leave.
After 12 years, 30% of accumulated sick leave.
After 13 years, 32 1/2% of accumulated sick leave.
After 14 years, 35% of accumulated sick leave.
After 15 years, 37 1/2% of accumulated sick leave.
After 16 years, 40% of accumulated sick leave.
After 17 years, 42 1/2% of accumulated sick leave.
After 18 years, 45% of accumulated sick leave.
After 19 years, 47 1/2% of accumulated sick leave.
After 20 years, 50% of accumulated sick leave.

For retirement severance pay purposes the percentage to be used shall never exceed fifty percent (50%). Severance pay shall be based on the employee's rate of wages in the year of the employee's retirement.

C. *In Case of Death of Eligible Social Worker*

Upon the death of any social worker fully eligible for retirement severance pay, said retirement severance pay such social worker would have been entitled to receive had she survived shall be paid directly, in a lump sum, to the beneficiary named on her school corporation life insurance policy.

D. *Long Term Severance Pay*

In order to further compensate employees for long service with the Merrillville Community School Corporation, the following schedule will be observed:

Continuous Years of Service	Payment
10	$ 100.00
15	300.00
20	600.00
25	1000.00
30	1500.00

E. *VEBA Plan*

Effective the 2009-2010 school year, the Board will contribute an amount equal to one percent (1%) of the social worker's salary annually into an individual VEBA account on behalf of each social worker. Base salary shall be defined as the social worker's compensation as determined by proper placement on the social worker's salary schedule. This one percent (1%) ongoing contribution will vest with a social worker upon completion of five (5) years of continuous service with the school corporation. One (1) year of service will be credited upon completion of one hundred and twenty (120) days in a given school year.

At the time an employee severs his/her employment relationship with the Merrillville Community School Corporation, the value of all contributions to the employee's VEBA account plus an assumed rate of return equal to fixed rate account of the VEBA plan shall be deducted from the total amount of severance pay to which the employee would be entitled pursuant to the above Section 10.5 B & D.

Article 11 - Insurance

11.1 [Effective January 1, 2026], the Board shall provide seventy-five percent (75%) annually toward the cost of a single membership in the PPO, major medical, fifty percent (50%) of the dental plan and forty percent (40%) of the vision plan for any teacher choosing the single plan. The Board shall provide seventy- five percent (75%) annually toward the cost of a family membership in the PPO, major medical, fifty percent (50%) of the dental plan, forty percent (40%) of the vision plan for any teacher choosing a family plan.

Teachers with a first day of employment with the Merrillville Community School Corporation on or before July 1, 2022 shall be grandfather and shall be eligible to choose a membership in the PPO, major medical plan. Teachers with a first day of employment with the Merrillville Community School Corporation after July 1, 2022, shall be eligible to choose membership in the high deductible health plan only.

Effective January 1, 2014, the teacher contributions to the above single and family plans shall be increased by $900.00 annually if the employee or spouse is a tobacco user.

Effective January 1, 2021, a teacher enrolled in the Traditional PPO family plan will be assessed a Spousal Surcharge of $150.00 per month ($90 per payroll based on 20 pays) for a teacher's enrolled spouse if he/she is eligible, but not currently enrolled, for medical coverage through his/her own employer which is deemed to meet the Affordable Care Act's essential benefits and minimum value requirements.

Spouse is defined as an individual who is recognized as a legal husband or legal wife of a teacher under the Family and Medical Leave Act and who is covered by the Plan.

Open enrollment each year, beginning with January 1st of the new year, will be held the proceeding fall, approximately October and November. The parties met and decided to assess a $900.00 surcharge to those employees who did not meet the enrollment deadline and who want to enroll for the insurance coverage after the established deadline.

During the fall each year the school corporation will offer a Health and Wellness Screening. CHC Wellness Inc. shall administer the Health and Wellness Screening. The Merrillville Community School Corporation shall pay the cost of the basic health and wellness screening for employees that participate in the group hospitalization and major medical plan. The Merrillville Community School Corporation shall also pay the cost of the basic health and wellness screening for the spouses of employees that have family coverage in the group hospitalization and major medical plan. If the employee has a single plan and does not participate in the health and wellness screening the employee will pay $25.00 more per month toward the single premium effective the following January 1. If an employee has a family plan, and the employee does not participate in the health and wellness screening, the employee will pay $50.00 more per month toward the family premium effective the following January 1. If an employee has a spouse, the employee's

spouse must also participate in the health and wellness screening in order to avoid the $50.00 a month increase in the family premium.

For the years following 2012, the parties agree that the language negotiated by the parties governing health insurance to be in effect shall be in compliance with the statues in effect at that time.

A teacher who teaches less than a full day shall receive a pro-rated share of the Board's contribution toward the group hospitalization, major medical and dental plan based upon the pro-rated number of hours worked.

Effective January 1, 2025, in the event that a husband and wife are both eligible to participate in the Merrillville Community School Corporation hospitalization, major medical, dental and vision plan, the total (employer and employee share) premium shall be calculated by taking the total (employer plus employee shar) family plan premium and deducting the total single plan premium (employer plus employee share). The employee share will then be calculated at the same percentage as would have been applied under the family plan for the employee.

11.2 [Effective January 1, 2026], the Board shall provide seventy-five percent (75%) annually toward the cost of a single membership in the High Deductible, major medical, fifty percent (50%) of the dental plan and forty percent (40%) of the vision plan for any teacher choosing the single plan. The Board shall provide seventy-five percent (75%) annually toward the cost of a family membership in the High Deductible, major medical, fifty percent (50%) of the dental plan, forty percent (40%) of the vision plan for any teacher choosing a family plan.

Effective January 1, 2014, the teacher contributions to the above single and family plans shall be increased by $900.00 annually if the employee or spouse is a tobacco user.

The Board shall make an annual contribution of $1,200.00 into the Health Savings Account (HSA) on behalf of any teacher electing to participate in the Single High Deductible Health Plan. The Board shall make an annual contribution of $2,400.00 into the Health Savings Account (HSA) on behalf of any teacher electing to participate in the Family High Deductible Health Plan.

The annual contributions to the Health Savings Accounts (HSA) shall be made as a six (6) month contribution in January, to include the January-June contributions. Monthly contributions will resume July-December. An employee that is hired during the year shall receive a pro-rated portion of the initial Health Savings Account contributions.

A teacher who teaches less than a full day shall receive a pro-rated share of the Board's contribution to the Health Savings Account (HSA) based upon the pro-rated number of hours worked.

Effective January 1, 2026, a teacher enrolled in the Traditional High Deductible family plan will be assessed a Spousal Surcharge of $150.00 per month ($90 per payroll based on 20 pays) for a teacher's enrolled spouse if he/she is eligible, but not currently enrolled, for medical coverage through his/her own employer which is deemed to meet the Affordable Care Act's essential benefits and minimum value requirements.

Effective January 1, 2025, in the event that a husband and wife are both eligible to participate in the Merrillville Community School Corporation hospitalization, major medical, dental and vision plan, the total (employer and employee share) premium shall be calculated by taking the total (employer plus employee share) family plan premium and deducting the total single plan premium (employer plus employee share). The employee share will then be calculated at the same percentage as would have been applied under the family plan for the employee.

11.3 The Board and the Association may investigate other insurance carriers and/or plans in an effort to reduce insurance costs, and, by mutual written agreement, may decide to change carriers and/or plans.

a. In the event the parties choose to investigate other carriers, or plans, an Insurance Committee, which shall be a subcommittee of the Board's and the Association's bargaining teams, shall establish specifications equal to current coverages or alternatives for the purpose of seeking competitive bids. This Insurance Committee shall receive and review bids and shall make recommendations to the full bargaining teams. All changes, including changes in plan specifications or carrier, are subject to tentative agreement between the bargaining teams and ratification by the Board and the Association. The Insurance Committee shall be composed of four members. Two (2) persons shall be selected by the Association and two (2) persons selected by the Board.

(1) The Board will assure that all information necessary to provide a bid is made available to each prospective bidder, in a form that is readily usable by the bidder.

(2) The Insurance Committee shall give due consideration to the totality of circumstances involved with bids, including the benefits derived from maintaining a stable relationship with a given carrier, the administrative policies of each carrier, the historical relationship, if any, between the carrier and the parties, the cost of the programs being bid, and such other factors as the committee agrees are relevant.

11.4 Any employee who is laid off shall have his/her hospitalization insurance premiums as provided in Section 11.1 of this Article paid by the Board until August 31 following the date of the layoff and shall have the right to participate in this group hospitalization insurance plan at his/her own expense.

11.5 Liability - The Board shall provide, on a fully paid basis, liability insurance in the amount of $1,000,000 to all teachers of the Merrillville Community School Corporation in the case of suit arising from or in the performance of their scope of occupation.

11.6 Tax Sheltered Annuity Program

a. The Board shall make available to all teachers of the Merrillville Community School Corporation, a tax-sheltered annuity program.

b. Section 125 Plan

Pursuant to Section 125 of the U.S. Internal Revenue Code the Board will provide a Flexible Benefit Spending Plan. This Flexible Benefit Spending Plan allows a teacher to convert his/her contribution toward the group hospitalization, major medical, dental and

vision plans to pre-tax dollars. In addition, this Flexible Benefits Spending Plan allows some unreimbursed medical and dependent daycare expenses to also be converted to pre-tax dollars. The costs of the administration of this plan, if any, will be subject to negotiation. (See also Section 11.1)

11.7 Teachers who are granted an unpaid leave of absence may continue to participate in the group insurance programs during the term of their leave of absence, up to a maximum of two (2) years, providing they pay the entire cost of the premium. A teacher on an unpaid leave may remain on the group life insurance program for a period of up to twelve (12) months.

11.8 Life Insurance - The Board shall provide, without cost to the teacher, term life insurance for each teacher in the amount of $50,000.00. For teachers sixty-five (65) years of age and older, the Board shall contribute an amount equal to the amount contributed on behalf of younger teachers and the teacher will be covered in whatever amount of life insurance that amount of premium will purchase.

11.9 The Board shall provide, without cost to the teacher, a group long term disability insurance plan.

Article 12 - Professional Compensation

12.1 The Salary Schedule of the School Corporation shall be set in accordance with the procedures set forth in this Agreement.

12.2 Effective January 1, 1999, the School Corporation shall pay directly to the Indiana State Teachers' Retirement Fund each teacher's three percent (3%) contribution to the fund.

12.3 Teachers who are certified by the National Board for Professional Teaching Standards will be eligible for a stipend in the amount of one thousand dollars ($1,000.00). These stipends will be paid during term of the current Agreement. (July 1, 2022 – June 30, 2023) This stipend was bargained outside of the compensation model in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.

12.4 Extra pay for additional services shall be as set forth in Appendix D which is attached to, and incorporated in, this Agreement.

[Effective the 2022-2023 school year] Appendix D positions shall be paid in twenty-six (26) payments during the year.

A teacher who fulfills only a portion of the responsibilities associated with an extra duty position, or shares those responsibilities with another teacher shall have his/her pay adjusted accordingly. When this paragraph is implemented, notice shall be given to the Association.

12.5 Basic salaries for teachers shall be paid in twenty-six (26) payments.

If a teacher dies prior to receiving all of his/her earned pay, the remainder owed the teacher shall be paid in a lump sum to the beneficiary named on his/her school corporation life insurance policy. If there is no beneficiary named on his/her school corporation life

insurance policy, the remainder owed the teacher shall be paid in a lump sum to the estate of the teacher.

12.6 Effective January 1, 2016, homebound teachers and tutoring teachers shall be paid an hourly rate for instruction based on the base salary of the current teacher compensation model. Homebound teachers and tutoring teachers shall be compensated the current IRS mileage rate for travel. For the purposes of this section, the hourly rate shall be based on the eight (8) hour work day.

12.7 If a teacher is be required to give up planning time in order to serve as a substitute, the teacher shall be paid ancillary duty pay at an hourly rate based on the base salary of the current teacher's compensation model. For the purposes of this section, the hourly rate shall be based on the eight (8) hour work day.

12.8 Teachers who are assigned to more than one (1) school in any one (1) school day shall receive mileage reimbursement at the rate designated by the U.S. Internal Revenue Service.

12.9 New teachers shall be given eighty dollars ($80.00) per day for orientation meetings prior of the start of the regular school calendar. These days will not be included in the calendar.

12.10 Teachers shall be paid eighty dollars ($80.00) for a full-day (6 hours), or forty dollars ($40.00) for a half-day (3 hours), for professional development training that is scheduled on days outside of the teachers normal work year.

12.11 Each teacher shall be provided an identification card which may be used as a free admission pass to all Merrillville School athletic events, plays, concerts, etc. for which gate receipts are not shared with the Indiana High School Athletic Association or other school corporations.

Article 13 - Effect of the Agreement

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

13.2 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or the IEERB, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

Article 14 - Term of Agreement

14.1 This Agreement shall be effective as of July 1, 2026, and shall continue in effect through June 30, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by written agreement of the parties.

14.2 This Agreement was made and entered into at Merrillville, Indiana, on this 17th day of November, 2026, by and between the Board of School Trustees of the Merrillville Community School Corporation, Lake County, Indiana, party of the first part heretofore referred to as the "Board", and the Merrillville Classroom Teachers Association, party of the second part, heretofore referred to as the "Association", which is affiliated with the Indiana State Teachers Association and the National Education Association.

14.3 A public hearing was held on September 10, 2026, in compliance with IC 20-29-6-1(b), and electronic participation from the parties and/or public was not permitted; and

A public hearing was held on November 12, 2026, in compliance with IC 20-29-6-19 to discuss the tentative agreement and electronic participation for the governing body was permitted and electronic participation for the public was not permitted.

14.4 This agreement is so attested to by the parties whose Presidents', Secretaries', and Board Members' signatures appear below.

MERRILLVILLE CLASSROOM
TEACHERS ASSOCIATION

By_____
President

_____
Vice President

_____
Secretary

_____
Treasurer

BOARD OF SCHOOL TRUSTEES
OF THE MERRILLVILLE COMMUNITY
SCHOOL CORPORATION

By_____
President

_____
Vice- President

_____
Secretary

_____
Member

_____
Member

APPENDIX A-1

STEP ONE GRIEVANCE FORM
Informal Level
(Principal's Copy)

Name of Grievant_____

Building_____

Date of Request for Informal Meeting_____

Date Cause of Grievance Occurred _____

IN RE_____

Signature of Grievant_____

Signature of Faculty Representative_____

Signature of Principal
Acknowledging Date of Request_____

- -

STEP ONE GRIEVANCE FORM
Informal Level
(Principal's Copy)

Name of Grievant_____

Building_____

Date of Request for Informal Meeting_____

Date Cause of Grievance Occurred _____

IN RE_____

Signature of Grievant_____

Signature of Faculty Representative_____

Signature of Principal
Acknowledging Date of Request_____

APPENDIX A-2

STEP TWO GRIEVANCE FORM
Superintendent Level

A. Name of Grievant _____

B. Building _____

C. Date Received by Superintendent _____

D. Section(s) Violated: _____

1. Date of Alleged Violation _____
2. Facts: _____

_____

_____

_____

_____

3. Theory(ies) of the Grievance

(Explain the contentions of the grievant)

_____

_____

_____

_____

4. Remedy Sought: _____

_____

_____

E. Date of Request for Informal Meeting _____

F. Signature of Association President or President's Designee

_____

Disposition by Superintendent _____

_____

_____

_____

_____

_____

Signature of Superintendent _____

Date _____

APPENDIX B

MERRILLVILLE COMMUNITY SCHOOL CORPORATION

Teacher Compensation Model
2025-2026 Salary Range the Increase was $52,000 - $85,000
Effective the 2026-2027 school year (Salary Range: $52,500 - $86,500)
Base Salary: $52,500

1. Factors and Definitions
   a. Experience – A teacher who was employed for 120 days during the prior school year meets the factor of a year of experience.
   b. Academic Needs – Is defined as the need to retain high quality educators across all curriculum areas. Teachers who were found to effective or highly effective in the prior year's evaluation will satisfy this factor.
   c. Possess a content area master's degree – The teacher earned a master's degree in a content area as defined by the Indiana Department of Education.

2. Distribution
   a. Teachers who were employed for 120 days in the 2025-2026 school year shall receive a $750 pay increase.
   b. In order to meet academic needs of students, who need high quality instruction, teachers who received an effective or highly effective rating on their prior year's final evaluation will receive a $750 pay increase.
   c. Experience equals fifty percent of the total possible increase and academic needs equals fifty percent of the total possible increase. Teachers must meet both factors in order to receive a pay increase.

3. Early Literacy Endorsement
   Prior to receipt of increases described above, the base salary of teachers who possess a literacy endorsement will be adjusted, as needed, to reflect a $100 differential (in comparison to the base salary of teachers who otherwise have the same credentials but do not possess the literacy endorsement).

4. New Teacher Placement (See New Teacher Salary Schedule, attached as Appendix C)
   Newly hired teachers will be place on the salary schedule commensurate to a teacher at Merrillville Community School Corporation with the same experience and education which is subject to the following criteria:
   a. Teachers will be given a one year to one-year credit ratio for having worked at an in-state or out of state public school or an in-state public charter school.
   b. Teachers will be given a two year to one-year credit ratio for having worked in an in-state private school experience.
   c. Teachers will be given a three year to one-year credit ratio for having worked in an out of state private school experience, work experience for CTE assignments, or any other teaching experience.

Effective July 1, 2026 a teacher with an Emergency Permit shall be paid a base salary of $45,000.

Emergency Permit teachers that become certified during the school year will have their salary prorated from the time in which they received their certification.

Each school year the Merrillville Community School Corporation and the Merrillville Classroom Teachers Association will negotiate the amount of money available for teacher salaries. This dollar amount will then be used to determine the dollar amount for salary increases.

Effective the 2026-2027 school year, a new teacher's base salary shall be $52,500. The superintendent shall place a new teacher on the salary schedule using the criteria cited above.

Appendix C
2026-27 New Teacher Salary Placement Schedule
2026-27 Salary Range: $52,500-$86,500

Steps	2026-27 Base Pay w/Bachelor's	2026-27 Base Pay w/Master's
0	$52,500	$53,500
1	$53,500	$54,500
2	$54,500	$55,500
3	$55,500	$56,500
4	$56,500	$57,500
5	$57,500	$58,500
6	$58,500	$59,500
7	$59,500	$60,500
8	$60,500	$61,500
9	$61,500	$62,500
10	$62,500	$63,500
11	$63,500	$64,500
12	$64,500	$65,500
13	$65,500	$66,500
14	$66,500	$67,500
15	$67,500	$68,500
16	$68,500	$69,500
17	$69,500	$70,500
18	$70,500	$71,500
19	$71,500	$72,500
20	$72,500	$73,500
21	$73,500	$74,500
22	$74,500	$75,500
23	$75,500	$76,500
24	$76,500	$77,500
25	$77,500	$78,500
26	$78,500	$79,500
27	$79,500	$80,500
28	$80,500	$81,500
29	$81,500	$82,500
30	$82,500	$83,500
31	$83,500	$84,500
32	$84,500	$85,500
33 +	$85,500	$86,500

APPENDIX D

EXTRA DUTIES AND RESPONSIBILITIES PAY SCHEDULE

Index Based on a base salary of $48,149 effective June 30, 2026
Index Based on a base salary of $48,630 effective June 30, 2027

FOOTBALL (BOYS)	
Defensive Coordinator	.18
Offensive Coordinator	.18
Ass't. Varsity Coach	.16
9th Gr. Coach	.12
9th Gr. Ass't. Coach	.10
8th Gr. Coach	.08
8th Gr. Ass't. Coach	.08
7th Gr. Ass't. Coach	.04
BASKETBALL	
Ass't. Varsity Boys Coach	.16
9th Gr. Boys Coach	.12
8th Gr. Boys Coach	.08
7th Gr. Boys Coach	.08
5th/6th Gr. Boys Head Coach	.02
5th/6th Gr. Boys Assistant Coach	.01
Ass't. Girls Coach	.16
9th Gr. Girls Coach	.12
8th Gr. Girls Coach	.08
7th Gr. Girls Coach	.08
5th/6th Gr. Girls Head Coach	.02
5th/6th Gr. Girls Assistant Coach	.01
TRACK	
Head Boys Coach	.18
Ass't. Varsity Boys Coach	.12
9th Gr. Boys Coach	.08
Head Girls Coach	.18
Ass't. Varsity Girls Coach	.12
9th Gr. Girls Coach	.08
8th Gr. Boys & Girls Coach	.07
7th Gr. Boys & Girls Coach	.07
Unified Track Coach	.05
Ass't Unified Track Coach	.03
INTERMEDIATE INTRAMURALS	
Basketball	$10.00/hr.
Flag Football	$10.00/hr.
Volleyball	$10.00/hr.
ELEMENTARY ATHLETICS	$10.00/hr.
GOLF	
Head Boys Coach	.18
Head Girls Coach	.12
SWIMMING	
Head Boys & Girls Coach	.30
Ass't. Varsity Coach	.12
Boys Diving Coach	.08
Girls Diving Coach	.08
TENNIS	
Head Boys Coach	.18
Boys Ass't. Coach	.12
Head Girls Coach	.18
Girls Ass't. Coach	.12
7th & 8th Gr. Boys & Girls Coach	.07
WRESTLING (BOYS)	
Head Coach	.18
Ass't. Varsity Coach	.12
9th Gr. Coach	.08
7 & 8th Gr. Coach	.07
WRESTLING (GIRLS)	
Head Coach	.18
Ass't. Varsity Coach	.12
9th Gr. Coach	.08
7th & 8th Gr. Coach	.07
CROSS COUNTRY	
Head Boys & Girls Coaches	.18
7th & 8th Gr. Boys & Girls. Coach	.07
BASEBALL (BOYS)	
Head Coach	.18
Ass't. Varsity Coach	.12
9th Grade Coach	.08
7th & 8th Grade Coach	.07
SOFTBALL (GIRLS)	
Head Coach	.18
Ass't. Varsity Coach	.12
7th & 8th Grade Coach	.07
LaCROSSE	
Head Coach	.08
Ass't. Coach	.04
FLAG FOOTBALL(GIRLS)	
Head Coach	.08
A'sst. Coach	.04

SOCCER

Head Boys Coach	.18
Ass't. Varsity Boys Coach	.12
Head Girls Coach	.18
Ass't. Varsity Girls Coach	.12
7th & 8th Gr. Boys & Girls Coach	.07

VOLLEYBALL (GIRLS)

Head Coach	.18
Ass't. Varsity Coach	.12
9th Gr. Coach	.08
7th & 8th Gr. Coach	.07
5th/6th Gr. Girls Head Coach	.02
5th/6th Gr. Girls Assistant Coach	.01

VOLLEYBALL (BOYS)

Head Coach	.18
Ass't. Varsity Coach	.12
9th Gr. Coach	.08
7th & 8th Gr. Coach	.07

GYMNASTICS (GIRLS)

Head Coach	.18
Ass't. Varsity Coach	.12
7th & 8th Gr. Coach	.07

MIDDLE SCHOOL ATHLETIC DIRECTOR .15

CHEERLEADER COACHES

Varsity	.18
Assistant Varsity	.12
Freshmen	.08
Middle School	.07
5th/6th Gr. Head Coach	.02
5th/6th Gr. Assistant Coach	.01

ATHLETIC TRAINER

Fall Season	.16
Winter Season	.16
Spring Season	.08

WEIGHT TRAINING

Fall Season	.07
Winter Season	.07
Spring Season	.07
Summer Season	.07

COUNSELORS

H.S. Guidance Counselors	.03
M.S. Guidance Counselors	.02

SPONSORS

Clubs	.03
National Honor Society	.03
Flag Corp	.04
Pep Club, High School	.04
Pep Club, Middle School	.03
Pom Pon, High School	.10
Pom Pon Jr. Varsity	.08
Pom Pon, Middle School	.04
Pro-Start	.12
Prom, Head	.04
Prom, Ass't.	.02
Head Speech & Debate	.12
Asst. Speech & Debate	.08
Student Council, Elementary	.03
Student Council, Intermediate	.03
Student Council, High School	.06
Student Council, High School Assistant	.02
Student Council, Middle School	.03

MISCELLANEOUS

Bus Supervision	.05
Cafeteria Duty	.04
FAME (Art Teachers)	.02
Gym & Hall Duty, Secondary	.04
Playground Supervisions	.04
Speech Judge	$7.00/hr.
Science Bldg. Coor. (Elem.)	.04
Saturday Extension Facilitator	$25.00/hr.
Webmaster (Year-round)	.03

PUBLICATIONS

Newspaper, High School	.07
Newspaper, Middle School	.05
Newspaper, Intermediate	.05
Newspaper, Elementary	.03
Yearbook, High School	.09
WMHS Productions	.06
Yearbook, Middle School	.08
Yearbook, Intermediate	.08

MUSIC

Band Director, High School	.16
Assistant Band Director, High School	.04
Band Director, Middle School	.07
Band Director, Intermediate	.07
Chorus, High School	.16
Assistant Chorus, High School	.04
Chorus, Middle School	.07
Chorus, Intermediate	.07
Chorus, Elementary (Two [2] Programs)	.05
Orchestra, High School	.16
Assistant Orchestra, High School	.04
Orchestra, Middle School	.07
Orchestra, Intermediate School	.07

ACADEMIC COMPETITIONS

Academic Decathlon, High School	.08
Academic Spell Bowl, High School	.04
Academic Super Bowl, High Sch.	.06
Quiz Bowl, High School	.05
Academic Super Bowl, Middle Sch	.06
Academic Spell Bowl, Middle Sch.	.04
Science Olympiad, High School	.05
Science Olympiad, Middle School	.05
Academic M.A.T.H. Bowl Intermediate	.04
Academic M.A.T.H. Bowl, Elem. Sch.	.02
Academic Spell Bowl, Intermediate	.02
Academic Spell Bowl, Elem. Sch.	.02

FACILITIES

Auditorium Director (Year-round)	.16
Planetarium Show Presenter	$42.00

CLASS SPONSORS

Head Class Sponsors	.03
Assistant Class Sponsors	.01

AUDITORIUM

Business Manager, High School (Three [3] Programs)	.04
Play Director, High School	.09
Asst. Play Director, High School	.05
Revue Director, High School	.05
Thespian Sponsor	.07
Thespian Assistant Sponsor	.03

All Salaries listed in Appendix D constitute the total compensation for the positions listed on these pages for the current year.

APPENDIX E

MEMORANDUM OF UNDERSTANDING

The Merrillville Community School Corporation and the Merrillville Classroom Teachers Association agree that effective the 2009-2010 school year the basic salaries for teachers shall be paid over twenty-six (26) payments. The parties hereby agree that the following teachers shall be grandfathered and shall continue to be eligible to have their basic salaries paid in twenty (20) payments:

James Johnston Jr.

It is understood by the parties that a school employee may not receive compensation prior to the date the employee actually earned the pay. Therefore, the parties acknowledge that a teacher on a twenty payment schedule may have a delay of up to four (4) weeks between the nineteenth (19^{th}) payment and the twentieth (20^{th}) payment in a given school year.

Each of these grandfathered teachers shall continue to receive his/her basic salary over twenty (20) payments until such time that the teacher notifies the Business Office in writing that they wish to change his/her payment election to twenty-six (26) payments.

Date: 09/15/09 Deborah D. Argenta Daniel J. Friel

FOR THE ASSOCIATION FOR THE BOARD