

CONTRACT

BETWEEN

**THE BOARD OF SCHOOL TRUSTEES
OF THE SOUTH MADISON COMMUNITY
SCHOOL CORPORATION**

AND

**THE SOUTH MADISON
CLASSROOM TEACHERS ASSOCIATION**

EFFECTIVE

July 1, 2021 – June 30, 2022

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WITNESSETH:

WHEREAS, the Board and its designated representatives have met with representatives of the Association and entered into extended deliberate negotiations concerning salary, wages, and wage-related fringe benefits, it is hereby agreed as follows:

ARTICLE I - RECOGNITION CLAUSE

- A. The Board of School Trustees of the South Madison Community School Corporation hereby reaffirms that it recognizes the South Madison Classroom Teachers Association as the exclusive representative of the school employees in the following described bargaining unit:

All certificated employees as defined in Indiana Code 20-29, in South Madison Community School Corporation, employed under a valid regular or temporary teacher's contract, except for superintendent, assistant superintendent, administrative directors, principals, assistant principals, deans, athletic directors, radio program manager, and any new administrative position falling within the definition of supervision as set out in Indiana Code 20-29.

The parties to this agreement understand that such a recognition and/or bargaining unit is subject to change in accordance to legal procedures as defined in Indiana Code 20-29.

B. ***Definitions:***

1. "Teacher" in this contract shall mean all certificated school employees in the following bargaining unit:

All certificated employees as defined in Indiana Code 20-29, in South Madison Community School Corporation employed under a valid regular or temporary teacher's contract except for superintendent, assistant superintendent, administrative directors, principals, assistant principals, deans, athletic directors, radio program manager, and any new administrative position falling within the definition of supervision as set out in Indiana Code 20-29.

2. The terms "Board" and "Association" shall include authorized officers, representatives, and agents.
3. The term "school corporation" when used in this contract, shall refer to the South Madison Community School Corporation, County of Madison, State of Indiana.

ARTICLE II - LEAVE POLICY

- A. Major Disability Leave - This policy shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration. Such physical disability shall include, among other items, disability arising from major surgery, childbirth, physical illness, mental illness or severe emotional disturbance, causing a disability for more than three (3) weeks. Nothing in this paragraph may prevent a teacher from exercising such rights as may be granted by I.C. 20-28-10-2, 3, and 4.
1. Anticipated Disability - Where disability can reasonably be anticipated, as in the case of a scheduled operation or childbirth, the following rules shall apply: (a) the teacher requesting leave shall notify the Office of the Superintendent of the expected time of leave as soon as reasonably possible, and in case of pregnancy, at least thirty (30) days prior to the date the teacher desires to start such leave; (b) where the teacher's condition raises any serious problem to the teacher's health in the period prior to the beginning of leave, 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.
 2. Time of Return to Teaching Duties - Subject to the notice and other requirements set out in paragraph 3, 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.
 3. Limitations - No leave under this policy may be granted for a period exceeding one year, except as otherwise provided in I.C. 20-28-10-2, 3, and 4, but may be renewed for an additional period of time up to one year at the discretion of the Board.
 4. Rights of Teachers - No leave granted under this policy shall change the rights of a teacher, except as, and if, they are changed by applicable law.
 5. Sick Leave - Any teacher taking leave of absence under this policy may use any days of sick leave which the teacher has accumulated under the school corporation's sick leave policy or this contract, 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 disabilities directly related to the cause of the major disability and in the case of pregnancies, directly related to birth of the child.
- B. Personal Illness/Illness in Family Leave - Each teacher shall be entitled to be absent from work because of personal illness or quarantine for a total of five (5) days each school year without loss of compensation. In case of illness in the immediate family when school is in session, the employed teacher shall be allowed to use any of his/her unused personal illness days with full pay for family illness. These days shall be used before any days are charged against any accumulated sick days. In addition, the employee may use

up to five (5) accumulated personal illness days for family illness if all of his/her family illness days and personal business days have been exhausted for the school year.

1. If in any one year the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulative to a total of one hundred and eighty (180) days. If a teacher has accumulated 180 days, the pay stub beginning with the first pay check of the school year will reflect the accumulated 180 days plus 5 additional sick leave days.
2. Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.
3. For the purpose of this section, the term "personal illness" means any state of health that, in the judgment of the given teacher, requires a medical or dental diagnosis and/or treatment. However, it does not include annual medical or dental examinations undertaken where no illness exists.
4. Teachers shall be given a written accounting of accumulated sick leave by October 1 of each year.
5. Beginning July 1st, 2021, teachers will have a one time election between two options for payment of unused sick days. The election will be made between the end of the school year (May 25, 2022) and June 2, 2022.

Option 1: Teachers who have accumulated 120 days of sick leave will be entitled to payment for a maximum of five (5) days' pay based on the teacher's daily contract rate for the current school year, if any unused Personal Illness/Illness in Family Leave or personal business days remain from the fifteen (15) days allocated for the current contracted school year. Any additional days not sold to the corporation shall be accumulated to a maximum of 180 days. Beginning with the 2011-2012 school year, the maximum payment under this provision shall not exceed two hundred fifty dollars (\$250) per day or one thousand two hundred and fifty dollars (\$1,250) per year.

Option 2: Teachers who have accumulated 60 days of sick leave will be entitled to payment for a maximum of twenty (20) days at a rate of eighty five dollars (\$85) per day or one thousand seven hundred dollars (\$1700.00) per year.

A teacher may waive payment for unused sick leave and the unused days shall be accumulative to a total of one hundred eighty (180) days.

- C. Jury Duty/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 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. In the event a teacher is subpoenaed to appear as a witness in a local, state, or federal court or a state or federal administrative proceeding which meets the following criteria, the teacher shall be compensated for the difference between what he/she receives as a witness fee and his/her regular salary. The legal and administrative proceedings for which a teacher is eligible for paid leave are proceedings:

1. in which the teacher is required to testify about facts which the teacher acquired as the result of the performance of his/her duties at the School Corporation;
2. where the welfare of a student of the School Corporation is an issue; and,
3. in which an individual teacher or the Association is not the plaintiff or the petitioner in bringing the action against the School Corporation or the Board.

- D. Funeral Leave – Five working days of absence per death may be taken within 90 calendar days, without loss of pay, for immediate family. The five days may be used in their entirety or on two separate occasions.

"Immediate family" when used in this Article shall mean husband, wife, mother, father, brother, sister, son, daughter, grandparent, grandchild, and each similar relationship established by marriage, or dependents living with the teacher.

One working day of absence will be granted without loss of pay for aunt, uncle, niece, nephew or anyone sharing the residence.

- E. Personal Business Leave

1. Teachers shall be granted ten (10) days of personal leave without loss of pay per school year.
2. Any teacher wishing to use personal leave shall notify the administration of his/her intention to do so at least one (1) day prior to such leave. In case of emergency, this restriction does not apply.
3. Unused personal leave shall be transferred to accumulated sick leave at the end of the school year.
4. Personal leave may not be used the day before or after a school vacation or school holiday. If, however, a teacher must conduct personal, legal, business, household, family matters, etc., which require absence during school hours the day before or the day after a school vacation or a school holiday, a teacher may request approval for personal leave to the superintendent, or his/her designee, who may grant approval of the leave at his discretion. This information shall be shared with the South Madison Classroom Teachers' Association leadership upon request.
5. Personal Leave may not be used during parent-teacher conferences. If, however, a teacher must conduct personal, legal, business, household, family matters, etc. which

requires absence during school hours the day of the scheduled parent-teacher conferences, a teacher may request approval for personal leave by submitting in writing the specific reason for the leave to the superintendent who may grant approval of the leave at his discretion.

F. Catastrophic Illness Leave Bank

1. The purpose of the Catastrophic Illness Bank is to relieve any person in the bargaining unit or administrator from undue financial burdens as a result of an absence from work due to illness or injury resulting in major disability. This means that the teacher is disabled and unable to perform the duties of employment.
2. Membership/Participation
 - a. The Bank is open to all bargaining unit personnel and administrators. The Bank is voluntary and no member will be required to join. The Bank shall be formed by voluntary participation and voluntary donations of one (1) current personal illness day by teachers and administrators who then become members. This authorization is to be directed to the superintendent with copies to the SMCTA president.
 - b. A teacher may withdraw from the Catastrophic Illness Leave Bank any time by notifying the superintendent in writing. A copy of said notification will be forwarded to the SMCTA president.
 - c. All donated days lose their identity and are considered a permanent contribution to the Bank.
 - d. The Bank will have an open enrollment period for all new certified staff to become members the first thirty (30) calendar days of the school year.
 - e. Certified employees must apply during the first open enrollment period at the time the Bank is established.
 - f. Membership in the bank shall be automatically continued from one school year to the next, unless the member indicates in writing the member's election to withdraw from the Catastrophic Illness Leave Bank. Notification of withdrawal will be forwarded to the SMCTA President.
 - g. At the beginning of the next school year, if the Bank falls below sixty (60) days, each member shall be assessed an additional current day. Members will be notified of the assessment. If the Bank falls below sixty (60) days during the school year, members may voluntarily donate a current day.
 - h. The Catastrophic Illness Leave Bank will not be in effect and the days will not be transferred until at least sixty (60) certified employees have indicated their desire to participate in the Bank.

3. Eligibility/Procedures Criteria
 - a. An applicant must be a member in the Catastrophic Illness Leave Bank.
 - b. Members must deplete their available current and accrued sick leave and personal leave days except for three (3) sick leave days before using the Bank.
 - c. Catastrophic illness days will not be granted for periods of time when the member is covered by Workman's Compensation or has become eligible for the district's long-term disability plan, or received a maximum of sixty (60) days from the Bank per request.
 - d. This leave may not be used for elective surgery or during temporary disabling conditions such as healthy normal pregnancies.
 - e. Days from the Bank may be used only for those working days that the member is contracted during the regular school year.
 - f. The participating member of the Bank must make a written application. The application must be accompanied by a physician's certificate stating the nature of the catastrophic illness, estimated length of disability, and prognosis of the person's condition. Applications may be made by the member's personal representative or a family member in cases where the individual member is unable to do so.
 - g. The number of days to be granted for each applicant must be determined by a majority vote of the Catastrophic Illness Leave Bank Committee but shall not exceed the available days in the Bank or a maximum of sixty (60) days. If there is a tie vote, resulting in no decision, the applicant may appeal to the Board of School Trustees, in writing, within five (5) contract days. The Board of School Trustees will act upon the appeal within fourteen (14) contract days. At the appeal stage, the number of days to be granted shall be determined by the Board of School Trustees. The decision of the Board is final.
 - h. The superintendent or his/her designee will inform the applicant, or where advisable, his/her representative, or a member of the family, within five (5) contract days of the decision.
 - i. The Catastrophic Illness Leave Bank Committee may request the member to renew a physician's statement and reserves the right, if necessary, to limit or reduce the number of days granted.
4. Repayment of Days
 - a. The recipient who remains in the employment of the school corporation shall repay the Catastrophic Illness Leave Bank the borrowed days at the rate of three (3) days per year from his/her personal illness days.

- b. A recipient who leaves the school corporation and still owes days must transfer the accumulated sick leave days to the Bank. The number of days transferred will not exceed the number owed. If any owed days are not recovered, the Bank will absorb the days.
5. Committee Membership
- The Catastrophic Illness Leave Bank committee will consist of two (2) members of the bargaining unit appointed by the SMCTA president and two (2) administrators appointed by the superintendent.

ARTICLE III - PROFESSIONAL COMPENSATION

A. Base Salary Matrix/Salary Increases

- 1. Eligibility and Redistribution
 - a. To be eligible for an increase in compensation, a teacher must have been evaluated as effective or highly effective and have been in “pay status” per TRF for a minimum of 120 days the previous year. Teachers receiving an ineffective or improvement necessary on the SMCS evaluation for the 2020-2021 school year will maintain their current placement on the 2021-2022 base salary matrix. (No pay increase).
 - b. The amount that would otherwise have been allocated for the salary increase of teachers rated ineffective or improvement necessary shall be allocated as a one-time stipend for compensation to teachers rated effective or highly effective.
- 2. 2021-2022 Salary Increase/2021-2022 Base Salary Matrix
 - a. A teacher in the BA/BS column who has been evaluated as effective or highly effective but does not possess a content area Master’s degree will advance a row in the BA/BS column based on their evaluation.
 - b. A teacher in the MA/MS column who has been evaluated as effective or highly effective and also possesses a content area Master’s degree will advance a row in the MA/MS column.
 - c. A teacher in the BA/BS column who has been evaluated as effective or highly effective and is in the first year of possessing a content area master’s degree (completed after January 1, 2020) will advance to the MA/MS column, but remain in the same row.

The increase for advancing a row in either column is \$1,135.

The increase for advancing a column (but staying in the same row) is \$1,600. \$1,135 is for evaluation rating, and \$465 is for the first year of possessing a content area Master’s degree. (Education = 29% of the increase)

In addition, the 2020-2021 base salary matrix reflects an overall increase of \$2,011.00 that will be granted to eligible teachers based on receipt of an Effective or Highly effective evaluation rating.

3. Teachers who received an ineffective or needs improvement evaluation for 2019-2020 and receive an effective or highly effective evaluation for 2020-2021 will receive the same increase that other effective/highly effective teachers receive.
4. The Superintendent may place new hires anywhere on the salary matrix.
 - * The determining factors may include educational attainment, previous salary, market conditions.
5. Based on the academic needs of the students as defined below, the Superintendent may move an employee to a placement on the salary matrix that results in a higher salary.
 - * The employee's teaching certification is an area in low supply and high demand.
 - * The employee has obtained another credential that does not qualify as education under IC 20-28-9-1.5(b)(1)(B) and increases his/her teaching effectiveness.

B. Extra-Duty Assignments:

1. Teachers involved in the extra-duty assignments set forth in the Extra-Curricular Schedule, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the index numbers contained on the Extra-curricular schedule multiplied by the line 1, BA/BSS salary contained on the 2021-2022 Base Salary Matrix .
2. Teachers assigned extra-curricular duties shall be paid in addition to their basic salary the amount or amounts stipulated herein. The stipend includes pay for services rendered before school starts, during vacation periods, and after school closes according to the assignment of the school employer.

C. If a teacher accepts a voluntary extra teaching duty over the six (6) periods at the high school and/or at the middle school, he/she will be paid an additional amount equal to one-fifth of the teacher's contracted salary. If a teacher accepts a voluntary extra teaching duty at the elementary school he/she will be paid an additional amount equal to one-fifth of the teacher's contract salary. For purposes of this paragraph, and for informational purposes only (duties were not bargained), study hall, hall duty and lunch room duty shall be considered a voluntary extra duty. The compensation for this voluntary extra duty will be calculated on the actual number of teaching contract days (180) in the extra teaching load.

D. If during the term of a teacher's contract, the schools are closed on what would otherwise be a regular teacher's day in the calendar by order of the school corporation and through no fault of the teacher, the teacher shall receive his/her regular salary during such time the

schools are closed. Such payment will be contingent upon the teacher working without pay on the rescheduled lost student day if teachers are required to work on that rescheduled student day pursuant to state law or regulations without additional compensation.

- E. The salary range for the 2021-2022 contract is \$40,025 - \$70,000.

ARTICLE IV – WAGE-RELATED FRINGE BENEFITS

A. Hospitalization and Medical Benefits

1. The School Corporation will provide a two-tier plan for group health insurance hereafter referred to as the Traditional Plan and the High Deductible Health Plan (HDHP). A member may elect to enroll his/her spouse and/or dependent children in the hospitalization and medical benefits plan. The Traditional Plan will provide for major medical coverage of 80/20 inside the PPO network and will provide for \$500 deductible per person and \$1,000 deductible per family.
2. Each member on the Traditional Plan will pay 12% of a single or family premium based on the total cost of the premium as of January 1st preceding the contract year. The premium for the HDHP is one dollar (1) per year.
3. The school corporation shall make available the hospitalization and medical benefits plan defined as High Deductible Health Plan (HDHP) for any member who elects to have this plan. The school corporation will contribute \$750.00/1,500.00 each year to the teacher's Health Savings Account, if there is no additional coverage.
4. The out-of-pocket expenses are \$1,000/\$2,000 in-network and \$1,500/\$3,000 out-of-network for the Traditional Plan.
5. The out-of-pocket expenses for the High Deductible Health Plan (HDHP) are \$5,000/10,000 in-network and \$10,000/20,000 out-of-network.
6. Spouses of members of the school corporation's hospitalization and medical benefits plan are precluded from enrolling in the school corporation member's plan, as the spouse's primary insurance, if the spouse's employer offers a plan that pays at least 70% of a single employee premium in a hospitalization and medical benefits plan. The plan made available by the spouse's employer will serve as the primary carrier for the spouse and the school corporation member's traditional family plan will serve as the secondary carrier for the spouse. Dependents are covered by members of the school corporation's hospitalization and medical benefit plan.

B. Life Insurance

1. The school corporation will provide term insurance and accidental death/dismemberment of up to \$50,000 and will pay all premiums except for one dollar (\$1.00) per year which will be paid by the member.
2. A supplemental term life insurance and accidental death policy of up to \$250,000 in increments of \$50,000 will be available to all employees under this agreement at the member's expense. Premiums will be based on the age of the employee.
3. The school corporation shall pay the premium on the life insurance for retirees until age 65.

C. Income Protection - The school corporation will provide income protection insurance for all teachers. The plan shall provide after 60 days of continuous total disability, a minimum of 66 2/3% of salary. The plan shall carry a Consumer Price Index with yearly escalator and shall not coordinate with teacher retirement disability. The plan shall also contain a five year "Own Occupation" definition of "total disability" meaning during the first five years the employee is unable to perform the substantial duties of his/her regular occupation.

D. Dental Insurance - The South Madison Community School Corporation will provide both single and family dental membership plans with the premium being paid by the school corporation except one dollar (\$1.00) per year which shall be paid by each participating member. This plan must have 75% of the membership enrolled and the participants must remain enrolled for a period of 12 months. IF A MEMBER DROPS THE DENTAL COVERAGE AFTER THAT TIME, HE/SHE MAY NOT RE-ENROLL AT A LATER DATE.

A retiree may continue in the program until age sixty-five (65) at his/her own expense.

E. Vision Insurance - South Madison Community School Corporation will provide both single and family vision plans with the premium being paid by the school corporation except one dollar (\$1.00) per year which shall be paid by each participating member.

A retiree may continue in the program until age sixty-five (65) at his/her own expense.

F. South Madison Community School Corporation will make available to its membership a flexible benefit plan under Internal Revenue Service Section 125.

G. Tax Sheltered Annuities - The Board shall provide each employee the opportunity to participate in a voluntary tax-sheltered annuity program. All members may change the carrier or the amount that is deducted on a semi-annual basis. These time periods will be July 1 to August 1 and December 1 to January 1. A new member may create new annuity accounts one time within the first semi-annual period that he/she first becomes eligible.

H. Voluntary Insurance Program - The Board shall provide for payroll deductions for each employee who wishes to participate in a voluntary insurance program selected by the

Board with the consultation of the Association as long as several different programs are not selected.

I. All employees on paid leave shall continue to have Board contributions made according to the level which is stated in the Master contract.

J. 401(a) and 403(b) Retirement Savings Plan

1. The Board shall establish and maintain a qualified Section 401(a) Annuity Plan (“401(a) Plan”) for all certified employees. The Board also shall establish and maintain a Section 403(b) Annuity Plan (“403(b) Plan”) for all certified employees. The Board will select the vendor for these plans with the consultation of the Association.

The Section 403(b) Plan shall include provisions for pre-tax salary reduction contributions or after-tax Roth contribution by the employee. The employee has the investment option of either an annuity or self-directed mutual fund. The Board will contribute \$1.00 for each \$1.00 contributed by an employee, up to three percent (3%) of the employee’s base salary; provided the employee makes a matching contribution of three percent (3%) of the employee’s base salary.

2. The parties agree that all contributions made by the Board to the Section 401(a) Plan on behalf of certified employees shall be deposited into the Section 401(a) account. The parties further agree that all contributions made by the Board on behalf of certified employees will be counted against the new money available to fund teacher salary and benefit increases each year as part of contract negotiations for certified employees.

3. The Board shall deposit employer contributions for each employee into the Section 401(a) Plan maintained by the Board. Such deposits will be made on a bi-weekly basis.

4. School employees will have the option of continuing to invest their dollars in tax-deferred annuities for which money is already being deducted from the employee’s salary, if any, or the tax-deferred annuity offered by a selected vendor. Such contributions shall be counted by the Board for purposes of the certified employee’s required matching contribution.

5. Any contributions made by the Board to the Section 401(a) Plan on behalf of certified employees are subject to the following vesting schedule:

<u>Completed Years of Service with Corporation</u>	<u>Percent</u>
1	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

For purposes of this section, “Completed Years of Service with the School Corporation” refers to and is calculated by the number of regular or temporary teacher’s contracts (no more than one contract per school year) executed by the employee with the School Corporation. Current employees will receive credit for his/her completed years of service as of January 1, 2001. A teacher who is not fully vested in this program and who voluntarily resigns shall not retain any prior partial vesting rights if ever rehired by the Board. Any teacher whose contract is terminated during the vesting period by the Board (except due to a reduction-in-force) shall forfeit all rights to all non-vested amounts contributed by the Board on the teacher’s behalf to the Section 401(a) Plan.

K. Insurance Coverage - With respect to the various insurance provisions and sections contained in this contract the parties understand and agree that the school corporation is under no circumstances to be regarded as an insurer or a self-insurer. The parties further agree that no limitations, exclusions, or other restrictions imposed by any carrier, policy, or succession of policies shall operate to make the school corporation an insurer or a self-insurer, nor shall any changes in insurance policies or carriers so operate.

L. Retirement Severance Benefits

An individual who is employed as a bargaining unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

1. Group Health Insurance

Immediately following retirement, the teacher and his/her spouse, if any, shall have the option of remaining in the Corporation’s current group health insurance plan if all of the following conditions are met as of the date of retirement and thereafter:

- a. While the retired teacher remains enrolled in the health insurance plan, the retired teacher shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
- b. Upon retirement, the teacher shall have provided a written request to the School Corporation for continuing insurance coverage for the teacher and spouse. When a

retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including it otherwise applicable, Indiana Code 5-10-8-2.6.

- M.
1. Entitlement to Separation and Retirement Benefits and Vesting Requirements
Upon retirement from the Corporation, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:
 - a. The retiring teacher has reached the age of fifty-five (55); and
 - b. Immediately prior to retirement, the teacher must have completed not fewer than ten (10) full years of service as a professional educator with the Corporation, must meet the "rule of 85," and must meet the retirement qualifications established by the State of Indiana.
 - c. Each member shall be 100% vested in these individual 401(a) and VEBA accounts upon the death of the member.
 2. Actuarial Determination of Value of the Current Retirement Bridge and Severance Benefits
 - a. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-eight and one half (58.5), or at the end of the current year if the individual is already age fifty-eight and one half (58.5) or older. If an employee continues employment after the attainment of age fifty-eight and one half (58.5), the employee does continue to receive all ongoing board contributions to the 401 (a) and VEBA, and the employee does continue to share in any future forfeitures.
 - b. Employees, whose first contractual day is after the 30th day of June 2003, shall not be entitled to any payment for the eliminated retirement bridge or severance benefits. In other words, no contribution shall be made for individuals, whose first contractual day is after the 30th day of June 2003.
 - c. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.
 3. Buy Out Contributions.
 - a. VEBA. The school corporation contributed to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c) (9) of the I.R.S. Code. The Board selected the organization administering the VEBA and shall be the single

investment vendor for the VEBA. The terms and conditions for the administration and operations of the VEBA shall be as follows:

- (i) The amount calculated for each eligible employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
- (ii) Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
- (iii) If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year (September 1) only among the then remaining separate VEBA accounts. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

Employees who forfeited their VEBA accounts in the same year;
Employees who previously forfeited their VEBA accounts; and
Employees who have attained the age of fifty-eight and one half (58.5) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained the age of fifty-eight and one half (58.5), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

- (iv) Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of an employee who had otherwise satisfied the requirements of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, his/her spouse, or his/her dependents.
- b. 401(a) Plan. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The single investment vendor for the 401(a) plan shall be selected by the Board. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

- (i) Each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
- (ii) Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his/her separate 401(a) plan account.
- (iii) If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's 401(a) plan account shall be forfeited.
- (iv) Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may elect to commence distributions from his/her 401(a) plan account. If an employee dies after having satisfied the requirements of this Article, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his/her 401(a) plan account.
- (v) The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

N. Criminal Background Checks

Per I.C. 20-26-5-10, school corporations are required to conduct an expanded criminal history check and expanded child protection index check every five (5) years on their current employees. This law allows the cost to be borne by either the school corporation or the employee. South Madison Community School Corporation will pay for the criminal history checks which occur every five years for current teachers covered by this contract.

O. Future Contract Modifications

The parties agree that this Article, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Article shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Section.

ARTICLE V– DURATION OF AGREEMENT

Duration of Agreement - This contract will be effective as of July 1, 2021, and shall continue in full force and effect until and including the 30th day of June 2022.

This Agreement is made and entered into at Pendleton, Indiana, on November 4, 2021 by and between the Board of School Trustees of the South Madison Community School Corporation, Madison County, Indiana, party of the first part, heretofore referred to as the "Board," and the South Madison Classroom Teachers Association, party of the second part, heretofore referred to as the "Association."

Members of the Bargaining Teams that negotiated this agreement for the South Madison Classroom Teachers Association and the Board of School Trustees are as follows:

South Madison CTA

Lana Moore, President
Patty Hinton, Special Ed., Vice-President
Tammy Smith, Secretary
Lauretta Gray
Ron Hinton
Travis Welpott

Board of School Trustees


Mark J. Hall, Superintendent
Kenneth S. McCarty, Business Manager

The undersigned attest to the following:


1. A public hearing was held in compliance with I.C. 5 20-29-5-1(b) on September 2nd, 2021, and electronic participation from the parties and/or public was not permitted; and
2. A public meeting in compliance with I.C. S 20-29-G-19 was held on October 21st, 2021, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

This Agreement was ratified on November 5, 2020 and is so attested to by the parties whose signatures appear below.

South Madison Classroom
Teachers Association

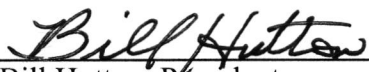


Lana Moore, SMCTA President

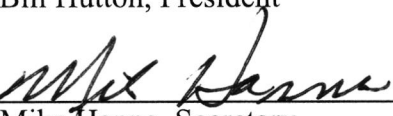


Anne Plovick, SMCTA Treasurer

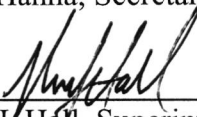
Board of School Trustees
of the South Madison Community
School Corporation



Bill Hutton, President



Mike Hanna, Secretary



Mark J. Hall, Superintendent

2021-2022 Base Salary Matrix

1	40,025	41,625
2	41,160	42,760
3	42,295	43,895
4	43,430	45,030
5	44,565	46,165
6	45,700	47,300
7	46,835	48,435
8	47,970	49,570
9	49,105	50,705
10	50,240	51,840
11	51,375	52,975
12	52,510	54,110
13	53,645	55,245
14	54,780	56,380
15	55,915	57,515
16	57,050	58,650
17	58,185	59,785
18	59,320	60,920
19	60,455	62,055
20	61,590	63,190
21	62,725	64,325
22	63,860	65,460
23	64,995	66,595
24	66,130	67,730
25+	67,265	68,865
26+		70,000

SOUTH MADISON COMMUNITY SCHOOL CORPORATION
 SCHEDULE OF INDEX FOR EXTRA-CURRICULAR RESPONSIBILITY
 ORGANIZATIONS & ACTIVITIES

CLASS SPONSORS

11-12	.0335
9-10	.0167

CLUB SPONSORS

All Elementary Clubs (Spell Bowl, Math Bowl, Student Council, Creative Projects Competition, Jr. BETA, A.I.M., Computer Club)	.0167
Middle School	.0167
High School	.0167
H.S. Play Director	.0335
Assistant Play Director	.0167
Technical Director	.0167
Middle School Play Director	.0335
Homecoming Coordinator	.0050

MUSIC

High School Band Director	.1533
Assistant High School Band Director	.0335
Middle School Band Director	.0630
Assistant Middle School Band Director	.0251
Director Summer Bands (with Band Camp)	.1595
Director Summer Bands (without Band Camp)	.1259
Assistant Director Summer Bands	.0671
Middle School Choral Director	.0504
Middle School Summer Music	.0903
Elementary Summer Music Program	.0630
Elementary Music Program Director	.0167
High School Choral Director	.0903
Assistant High School Choral Director	.0197
High School Choral Summer Program	.0903
High School Musical (Play Director)	.0226
High School Musical Director	.0226

PUBLICATIONS

High School Yearbook Sponsor	.0503
High School Yearbook Assistant	.0251
High School Literary Publication (may be split between two people)	.0315
High School Newspaper	.0332
Middle School Yearbook	.0251
Video News (if split by two people .02)	.0315
Elementary Yearbook	.0210
Printing	\$20.00 per hour

OTHER

Locker Duty	.0041
Late Bus Duty increment per school:	
Schools up to 500 students	.0251
Schools over 500 students	.0503
After School Detention	\$20.00 per hour
Saturday School	\$20.00 per hour
Tutoring	\$20.00 per hour

CERTIFIED ASSIGNMENTS

Vocational Director	.0926
Guidance Counselor	.0503
High School Audio-Visual	.0251
District A.V. Coordinator	.0587
High School Librarian	.0251
Middle School Librarian and A.V.	.0335
Elementary Librarian	.0251
Pool Director	.0503
Computer Room Manager	.0503
Weight Room Supervisor	\$7.90 per hour
Department Chairperson and Elementary Coordinator:	
1-2 teachers	.0210
3-4 teachers	.0294
5-6 teachers	.0378
7+ teachers	.0503
Building Computer Coordinator	.0587
Online Learning Coordinator	.0587

ATHLETICS

Girls Sports Director	.1262
Middle School Athletic Director	.1262
Assistant Athletic Director	.0768
High School Ticket Manager	.0365
Publicity Director	.0290
Trainer/Equipment Manager	
Licensed Certification (per season)	.0581
Non-Licensed (per season)	.0365

SOCCER

High School:	
Soccer Coach	.0953
Assistant Soccer Coaches	.0572
Middle School:	
Boys Head Coach (7/8)	.0381

Girls Head Coach (7/8)	.0381
FOOTBALL	
High School:	
Head Coach	.3055
Assistant Coaches	.1157
Middle School:	
Head Coach	.0694
Assistant Coaches	.0416
CROSS COUNTRY	
High School:	
Boys Head Coach	.1059
Boys Assistant Coach	.0636
Girls Head Coach	.1059
Girls Assistant Coach	.0636
Middle School:	
Boys Head Coach	.0424
Boys Assistant Coach	.0255
Girls Head Coach	.0424
Girls Assistant Coach	.0255
SWIMMING	
High School:	
Boys Head Coach	.1589
Boys Assistant Coach	.0953
Girls Head Coach	.1589
Girls Assistant Coach	.0953
Middle School:	
Head Coach (Co-Ed)	.0635
Assistant Coach	.0381
WRESTLING	
High School:	
Head Coach	.1377
Assistant Coaches	.0826
Middle School:	
Head Coach	.0551
Assistant Coaches	.0334
Mat Maid Sponsor	.0167

BASEBALL

High School:	
Head Coaches	.1218
Assistant Coaches	.0731
Freshman Coach	.0556
Summer Baseball	.0253
Middle School:	
Head Coach (7/8)	.0487

GOLF

High School:	
Boys Head Coach	.1006
Girls Head Coach	.1006
Middle School:	
Head Coach (Co-Ed)	.0402

TENNIS

High School:	
Boys Head Coach	.1006
Girls Head Coach	.1006
Middle School:	
Head Coach (Co-Ed)	.0402

SOFTBALL

High School:	
Head Coach	.1218
Assistant Coach	.0731
Summer Softball	.0253
Girls Freshman Coach	.0556
Middle School:	
Head Coach (7/8)	.0487

TRACK

High School:	
Boys Head Coach	.1483
Boys Assistant Coach(es)	.0890
Girls Head Coach	.1483
Girls Assistant Coach(es)	.0890
Unified Track & Field Coach (Co-Ed)	.0890
Middle School:	
Boys Head Coach	.0593
Boys Assistant Coach	.0356
Girls Head	.0593
Girls Assistant Coach	.0356

VOLLEYBALL

High School:

Head Coach	.1165
Assistant Coach	.0699
Freshman Coach	.0524

Middle School:

Head 8th Grade Coach	.0466
Assistant 8th Grade Coach	.0280
Head 7th Grade Coach	.0466
Assistant 7th Grade Coach	.0280

BASKETBALL

High School:

Boys Head Coach	.3055
Boys Assistant Coach	.1262
Boys Head Freshman Coach	.0994
Boys Assistant Freshman Coach	.0727
Summer Boys Basketball	\$2,500
Girls Head Coach	.3055
Girls Assistant Coach	.1262
Girls Freshman Coach	.0994
Summer Girls Basketball	\$2,500

Middle School:

Boys Head 8th Grade Coach	.0820
Boys Assistant 8th Grade Coach	.0471
Boys Head 7th Grade Coach	.0820
Boys Assistant 7th Grade Coach	.0471
Girls Head 8th Grade Coach	.0820
Girls Assistant 8th Grade Coach	.0471
Girls Head 7th Grade Coach	.0820
Girls Assistant 7 th Grade Coach	.0471

CHEERLEADER COACH

High School	.0504
High School Assistant Cheerleader Coach	.0302
Middle School	.0266

Cheerblock Sponsor

.0200

SUMMER PROGRAM

Summer Women's Conditioning	\$525
Summer Men's Conditioning	\$525

ELEMENTARY ATHLETICS

6th Grade Basketball Inter-School- Boys	.0309
6th Grade Basketball Intramural-Boys	.0182
5th Grade Basketball Intramural-Boys	.0182
6th Grade Basketball Inter-School-Girls	.0309
6th Grade Basketball Intramural-Girls	.0182
5th Grade Basketball Intramural-Girls	.0182
6th Grade Volleyball Intramural-Girls	.0145
5th Grade Volleyball Intramural-Girls	.0087