

## 2022 CBA COMPLIANCE CHECKLIST

Item	✓	Page No. <sup>1</sup>
School employer and exclusive representative identified	✓	1
Bargaining unit description matches the IEERB Order in effect at time of ratification	✓	1
Beginning and ending date of CBA (must end on or before June 30, 2023)	✓	39
Ratification date (must be on or after September 15)	✓	40
Signed by School Board President, Secretary, or Vice President	✓	40
General definitions (definitions that apply to the whole CBA)	✓	1
Grievance procedure (if arbitration used, must indicate if advisory or binding)	✓	5
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)	✓	39
Salary for new teachers (amount, schedule, or method of calculation)	✓	25-39
Wages/compensation for ancillary duties	✓	4
Wages/compensation for extracurricular duties	✓	31-38
Compensation for extended contracts	✓	3
Public hearing and public meeting attestations (include electronic participation information)	✓	39
<b>Compensation Plan</b>		
If there are no salary increases, CBA includes a statement to that effect	N/A	
Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers)	✓	27
Full-time classroom teacher (instructs students at least 50% of the workday) salaries are at least \$40,000 or I.C. 20-28-9-26 report attached to CBA	✓	27
<b>Salary increases</b>		
Statement that teachers rated ineffective/improvement necessary are not eligible	✓	28-29
Based on at least two of the five statutory factors	✓	25-26
Definitions of factors (e.g., experience, academic needs, instructional leadership)	✓	28
How much each factor contributes to increase (by points, percentage, amount, etc.)	✓	28
Amount of increase (flat amount, % amount) or method for calculating amount	✓	25-29
The combination of education and experience (excluding increases to reduce the gap and teacher retention catch-up increases) does not exceed 50% of the maximum available salary increase	✓	29
If using a salary increase to reduce the gap, it must: (1) be clearly identified and (2) actually reduce the gap	✓	28
If using a teacher retention catch-up salary increase it must: (1) be clearly identified, (2) attributed to a factor, (3) describe the teachers to whom the catch-up increase applies, (4) describe the increase amount or method of calculating, and (5) describe how the increase amount represents a comparison to the starting salary of new teachers	✓	28
Redistribution provision or a statement explaining why redistribution is not necessary	✓	29

### Reminders:

- Clearly identify the Compensation Plan and make sure all salary increases are included and described in the compensation plan.
- If you include non-bargainable items for informational purposes only (e.g., number of ECA positions, number of extended contract days, etc.), be sure to include a statement to that effect.
- Ensure all date references in the CBA reflect the current contract period.
- Ensure that the CBA is uploaded to Indiana Gateway by November 15<sup>th</sup> to avoid a declaration of impasse.
- Ensure that the electronic participation information in CBA matches information in Indiana Gateway.**

<sup>1</sup> IEERB encourages parties to number the pages of their CBA. If there are no page numbers, parties should identify the Article or Section number of the particular item (e.g., Art. I Sec B; Sec IV #2, etc.).

# **COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**MONROE COUNTY  
COMMUNITY SCHOOL CORPORATION**

**and**

**MONROE COUNTY EDUCATION ASSOCIATION**

**Effective July 1, 2021 through June 30, 2023**

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## **INTRODUCTION**

This contract is made and entered into this 26<sup>th</sup> day of October, 2021, by and between the Board of School Trustees of the Monroe County Community School Corporation, hereafter called the Board, and the Monroe County Education Association, hereafter called the Association. This agreement supersedes all prior collective bargaining agreements.

### **ARTICLE 1.01 - Recognition**

The Board recognizes the Association as the exclusive representative for all full and part-time certificated personnel performing instructional functions, excluding supervisors. Supervisors shall include but not be limited to superintendents, assistant superintendents, business managers, directors, and assistant directors with school corporation-wide responsibilities, directors of individual schools, principals, assistant principals, athletic directors, and assistant athletic directors.

### **ARTICLE 1.02 - Law**

Nothing contained herein shall be interpreted as abrogating the rights, responsibilities and authority of the Board under any applicable law or regulation, governing but not promulgated by the Board.

### **ARTICLE 1.03 - Definitions**

As used in this agreement:

1. The term "Board" means the Board of School Trustees of the Monroe County Community School Corporation.
2. The term "Association" means the Monroe County Education Association.
3. The term "certificated personnel" means all employees of the Board who are required to be certificated by the State of Indiana to perform their job function and who perform non-supervisory instructional functions on a full time or part-time basis, on regular or temporary contracts, and with assignments inside or outside the corporation boundaries.
4. The term "teacher" means all certificated employees within the bargaining unit defined by Article 1.01.
5. All references to "days" mean "school days" unless specified otherwise.
6. The usage of the term "member" or "members" means all certificated employees within the bargaining unit defined by Article 1.01.

## **ARTICLE 2.01 - Teacher and Association Rights**

The Board agrees that teachers shall have the right to organize for the purpose of engaging in bargaining for mutual aid and protection. The Board further agrees that it shall not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any right conferred by this Contract, laws of Indiana, or the Constitutions of Indiana and the United States; that it shall not discriminate against any teacher by reason of employee membership, participation in employee organization activities or collective bargaining with the Board or institution of any grievance, complaint or proceeding under this Contract. All rights and privileges of the exclusive representative granted by law or this agreement shall be granted to the Association as the exclusive representative and not to any other teacher organization as defined in I.C. 20-7.5-5-1-2(1). A teacher's and/or the Association's election to pursue a claimed violation of this paragraph as a grievance past Level II shall constitute a binding election of remedy which shall bar the teacher or Association from pursuing the same matter before the Indiana Education Employment Relations Board.

## **ARTICLE 2.02 - Association Released Time**

### **Section 1 - Association**

The MCEA will be provided thirty (30) school days of release time per school year, in addition to Board/Association meetings for the transaction of Association business. The MCEA shall reimburse the school corporation for the cost of the substitute for each day used in excess of fifteen (15) days. No more than five (5) Association days may be used by any teacher during the school year.

### **Section 2 - Allocation**

- (a) All released time shall be in increments of at least one-half (½) day.
- (b) A reasonable effort shall be made to file the request at least one (1) teaching day in advance.
- (c) Released time shall be made available for the Association President or a designee of the President.
- (d) The MCEA President may use scheduled building preparation time for labor relations purposes.

### **Section 3 - President**

The MCEA president will be provided with one-half (1/2) day release time each day, either mornings or afternoons, without loss of compensation for the transaction of Association business.

### **Section 4 - Association Leave**

One teacher per school year may be granted a leave of absence for Association work or to fulfill the obligation of an elected Association office. Such leave shall be without pay and for a period of one (1) year. A teacher anticipating such leave shall make their initial request in writing to the Superintendent or designee on or before March 15 of the school year preceding the school year during which the leave will be taken. The teacher will confirm that request in writing on or before May 1.

The teacher shall notify the School Corporation in writing of the intent to return on or before March 15 of the school year prior to such teacher's anticipated return to the service of the School Corporation.

**ARTICLE 2.03** – **Extended Contracts** – The index is based on the individual teacher's base salary. The specific positions are for information only and were not bargained. The number of days listed are listed for information only.

Media Specialist – Elementary	188 Days	.016
Transition Coordinator – Special Education	188 Days	.016
Media Specialist – MS and HS	190 Days	.027
High Ability Content Coordinator	190 Days	.027
Special Education Support Services	195 Days	.054
Assistant Band Director – BHSN & BHSS	192 Days	.038
Counselor – HS	195 Days	.054
Technology Staff Developmental Coordinator	195 Days	.054
Band Director – BHSN & BHSS	197 Days	.065
Counselor – MS	190 Days	.027

Teachers who work with students on extended school year shall be paid at their daily rate.

### **ARTICLE 2.04** – **Traveling Teachers – Ancillary Duty**

#### **Section 1 – Definition**

A traveling teacher shall be defined as a teacher who travels between buildings during the course of a regular school day or a teacher assigned to more than one school during the course of a regular school week.

## **Section 2 – Additional Compensation**

A teacher whose schedule would make it impossible to provide the preparation time that the teacher is assigned shall be compensated for lost preparation time at their hourly rate.

## **Section 3 – Mileage**

A traveling teacher who is required to travel between buildings during the course of a given school day shall have mileage between buildings reimbursed by the Board at the current IRS rate, once a mileage claim has been submitted.

## **ARTICLE 2.05 – Instruction of Special Education and Section 504 Special Needs**

### **Section 1 – Release Time**

Teachers of Record and Speech Pathologists will be released each school year to prepare for Annual Case Reviews according to the schedule below:

<u>Number of Students</u>	<u>Days of Released Time</u>
3 – 9	1
10 – 19	2
20 – 29	3
30 – 39	4

**[THE NUMBER OF STUDENTS IS INCLUDED IN THIS AGREEMENT FOR INFORMATION PURPOSES ONLY AND IT HAS NOT BEEN BARGAINED.]**

## **ARTICLE 2.06 – Department Heads**

The building principal(s) may elect to designate a department head(s).

Department heads of English, Math, Science, Social Studies, Special Education and Fine Arts shall receive an annual stipend of four thousand, three hundred fifty dollars (\$4,350).

Department heads of Practical Arts, Counseling, Physical Education and World Languages shall receive an annual stipend of three thousand, two hundred sixty-three dollars (\$3,263).

## **ARTICLE 2.07 – Counselor / Social Worker**

A teacher serving as Counselor shall receive an annual stipend of \$3,316.00, prorated on number of days worked and FTE. A teacher serving as a Social Worker shall receive an annual stipend of \$1,880.00, prorated on number of days worked and FTE.

A teacher first assigned to serve as a counselor or social worker after the 2019-2020 school year shall not receive the stipend. A teacher who served as a counselor or social worker in the 2019-2020 school year or previous thereto, and who seeks and accepts a different position, shall not



receive the stipend if that teacher returns to service as a counselor or social worker after the 2019-2020 school year.

### **ARTICLE 2.08 – Employee/Child Transfer**

Certified employees of the school corporation may transfer their child(ren) to the MCCSC building of their choice unless class size prohibits.

### **ARTICLE 3.00 - Grievance Procedure**

#### **Section 1 - Scope**

- (a) A grievance is defined as an alleged misrepresentation or misapplication of any specific provision of this Agreement.
- (b) The primary functions of the grievance procedure are:
  - (1) To provide an orderly procedure for a certificated staff member(s) to present a grievance to appropriate administrative staff members.
  - (2) To secure solution of a grievance at the lowest procedural level whenever possible.
  - (3) To assure the staff member(s) that there are open channels for redressing a grievance without fear of intimidation, coercion, discrimination, or any form of reprisal.

Although formalistic in structure, the parties view the grievance procedure as an additional problem-solving tool. At each level, the intent of the parties is to focus on educational concerns by identifying the parameters of the concerns including causes, recognized results and restraints upon potential solutions. In seeking resolutions, the parties will generate a variety of options that are based upon equitable standards through the exchange of information and perceptions. As needed, the parties will provide joint grievances administration training including problem solving techniques.

#### **Section 2 – Regulations**

- (a) Nothing in this procedure shall be interpreted as a denial of the rights of any individuals to contact any administrative office within the school system in an attempt to resolve a problem or grievance. If a member(s) of the professional staff has a concern which the teacher desires to discuss with a principal, supervisor, or the Superintendent, the teacher is free to do so without recourse to grievance procedure.
- (b) After a grievance has been formally filed, it shall not be resolved without prior notification to the Association by the grievant and without an opportunity for an Association representative to be present, nor shall any resolution be inconsistent with the terms of the specific language of this Agreement.

- (c) If, after formal filing of a grievance, the teacher chooses not to be represented by the Association, the Association shall have the right to be present and with the approval of the grievant, to state its views at all stages of the grievance procedure.
- (d) When three (3) or more instructional staff members have a grievance based upon the same act or conditions, the Association may initiate and process a group grievance on their behalf. A group grievance involving teachers from different buildings will be initiated at Level II.
- (e) In the interest of protecting the normal conduct of the educational program, the processing of a grievance shall take place, whenever possible, during times when the grievant and/or Association representative are free from assignment to classroom teaching. When it becomes necessary to hold conferences during the school day, all persons who participate shall be excused with pay for that purpose. In case of a group grievance, the number will be limited to two (2) administrators and two (2) representatives for the group grievance.
- (f) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- (g) The time limits provided in this grievance procedure shall be strictly observed except as provided in Regulation (j) below. In the event a grievance is filed after May 5 and strict adherence to the time limits may result in hardship to any party, the administration and the Board shall use its best efforts to process such grievance prior to the end of the contracted year for all parties as soon thereafter as possible.
- (h) Grievance Report Form may be obtained from the Assistant Superintendent of Human Resource's Office, and from the grievance committee chairman and from the MCEA or UniServ Office. The Grievance Report Form shall be attached as Appendix B.
- (i) In the processing of any grievance, the parties may, upon mutual written consent, waive any of the time limits of this grievance procedure.
- (j) The parties shall produce relevant evidence at the lowest formal level. Documents or witnesses not submitted at the lowest level may not be used thereafter. Witnesses may be used and are subject to examination and cross examination. Documents and names of witnesses to be used shall be exchanged before the hearing. Except for the requirement of production of documents and witnesses at the lowest level, the parties may jointly waive all formal procedures that interfere with problem solving efforts.

### **Section 3 - Procedures**

#### **(a) Level I**

- (1) Within fifteen (15) school days of the time the grievant first knew or should have known of the act or conditions upon which the grievance is based, the grievant shall complete and submit "Grievance Report Form, Level I" showing the date of the occurrence, a statement of the nature of the grievance, and the relief sought. The grievance form shall

be submitted to the principal or supervisor with a copy forwarded to the Association by the grievant.

- (2) Within ten (10) school days, the principal or supervisor shall conduct a meeting with the parties and render a decision written within five (5) school days by completing their portion of Level I and forwarding it to the grievant and the Association.
- (3) Level I may be bypassed for a non-building level grievance on the joint agreement of the parties.

(b) Level II

- (1) Within ten (10) school days of the issuance of the decision at Level I, if the aggrieved is not satisfied with the disposition of the grievance at Level I, or if no decision is rendered within the above stated time limits, then the grievant and/or Association representative shall complete "Grievance Report Form, Level II," and submit the grievance to the Superintendent or the Superintendent's designee.
- (2) Within ten (10) school days the Superintendent or the Superintendent's designee, shall meet with the parties concerned (the grievant, Association representative and the principal or their designee) and render a decision within three (3) school days by completing their portion of Level II and forwarding it to the grievant, the principal or supervisor and the Association representative.
- (3) The Superintendent shall assign a designee to conduct the Level II proceedings if the Superintendent has demonstrated support for that decision prior to or during the grievance process and the Association request in writing the assignment to the designee.

(c) Level III

- (1) Within ten (10) school days of the issuance of the decision at Level II, if the aggrieved is not satisfied with the disposition of the grievance at Level II, or if no decision is rendered within the above stated time limits, then the Association shall complete "Grievance Report Form, Level III" and either submit the grievance to an arbitrator, or, upon mutual agreement of both parties, submit to the Board. The selection of either shall mutually exclude the use of the other.

a) Arbitrator

- (i) The arbitrator shall be an impartial third party selected by agreement of the parties or designated through the American Arbitration Association by striking of the parties. Contact with the arbitrator shall be controlled strictly by the rules of the American Arbitration Association.
- (ii) The arbitrator's decision shall be advisory to the parties except as provided in paragraph (iv).

- (iii) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
- (iv) The Board within seven (7) school days of receipt of the arbitrator's recommendation shall accept in writing, reject in writing, or allow the recommendation to become final and binding upon the school corporation by not taking action. The Association within seven (7) school days of receipt of the arbitrator's recommendation shall accept in writing or reject in writing. If the Association accepts or fails to reject, the grievant and the Association are banned from pursuing further through the courts or administrative agencies of the state or federal government.

b) Board

Within twenty (20) school days of the filing of the appeal, the Board shall hold a hearing, in executive session, with the grievant and/or Association representative, the principal or supervisor or their designee and the Superintendent. After examining the record, the Board may deliberate privately upon such record; such deliberation will be held in the presence only of members in attendance at the appeals proceedings but may be held in the presence of legal counsel who has not previously advised the Superintendent. The disposition by the Board shall be made known to the teacher by completing "Grievance Report Form, Level III," within seven (7) school days of the meeting. Notification of such disposition shall be furnished the grievant, the Association, the Superintendent, and the principal or supervisor.

## **ARTICLE 4.01 – Leave Days**

### **Section 1 - Daily Absences**

Each full-time teacher shall be granted twelve paid leave days each contract year to be absent from work without loss of compensation. Teachers with less than 1.0 FTE will have their paid leave days pro-rated (Rounding rules apply to nearest ½ day). Teachers who are hired for less than 185 days will have their paid leave days pro-rated in accordance with the number of their contractual days (Rounding rules apply to nearest ½ day).

Effective with the 2020-2021 school year, if day(s) is/are taken before or after the break, two (2) paid leave days will be charged for each day taken (such as Labor Day, Fall Break, Thanksgiving Break, Winter Break, Spring Break, Election/Inservice Days, MLK Day, Memorial Day, Snow Make-Up Day). Should a teacher have an "unforeseen circumstance," a teacher may appeal this "two for one charge" by filing a written appeal with the School Corporation's Human Resource Office within ten (10) school days following the absence on those designated days. The written appeal should set forth an explanation of any "unforeseen circumstance(s)" and the written appeal should have attached to it any documentation to support the claim(s). The Superintendent

or a Central Office Administrator designated by the Superintendent will review the appeal and respond to the teacher.

## **Section 2 – Accumulation**

Days not used in any school year may accumulate in the teacher's sick leave bank until retirement or may be used in the event personal or family illness, quarantine or emergencies exceed the yearly grant. Emergency means a sudden, generally unexpected occurrence or set of occurrences demanding immediate action. Accumulated sick leave is transferable under Indiana law to other employing Indiana school corporations beginning with the second year of employment at the rate of three (3) days per year until the number of accumulated days has been transferred.

Accumulated Sick Leave (which shall include all previously accumulated sick leave and personal business leave and current unused paid leave days shall be tabulated and reported to each teacher at the beginning of each school year.

## **ARTICLE 4.02 - Leave of Absence, Health**

### **Section 1 - Term**

A leave of absence without compensation will be granted for a period not to exceed one year to employees because of physical or mental disability or illness. The teacher shall provide documentation from a qualified professional supporting a request for leave. A consecutive leave of one year may be granted at the discretion of the Board. The leave shall be for absence without pay, authorized for a period of thirty (30) days or more. Upon return from the leave of absence, a position for which the employee is qualified will be made available.

### **Section 2 - Benefits**

While on leave of absence, the staff member may continue membership in the various insurance plans if the staff member pays the entire premium and if not employed elsewhere and covered by group insurance. Sick leave credits do not accumulate while on leave of absence.

## **ARTICLE 4.03 - Extended Professional Leave**

### **Section 1 - Leave**

Teachers who have completed at least ten (10) years of service in the school corporation shall be granted an extended professional leave without pay for a period of one (1) semester or one (1) school year if written notice of the request for leave has been filed with the director of personnel at least sixty (60) calendar days before the first day of leave. If a teacher fails to give written notification to the director of personnel sixty (60) calendar days before the first day of leave of absence, then it is within the director of personnel's discretion to deny the leave. However, extended professional leave will not be denied arbitrarily or capriciously. Teachers taking extended professional leave will notify the MCCSC in writing before November 1 of the first semester or before February 15 of the second semester of their intent to return to MCCSC employment for the

next semester or the next school year. For those teachers who have submitted a request on or before the ratification date of this Agreement, those requests will be governed by the language of the prior Agreement.

## **Section 2 - Use**

This leave may not be used to extend any other type of leave, except in the case of leave to reduce RIF, and may be taken no more than once in a ten (10) year period.

## **Section 3 - Public School Employment**

- a. The teacher who applies for extended professional leave agrees to not sign a regular teacher's contract with another public or private school during the term of the leave.
- b. The teacher who applies for this extended professional leave may, or may not, be permitted to continue in an ECA position during the leave, at the discretion of the school corporation. This paragraph is included for informational purposes only.

The teacher who applies for extended professional leave agrees to not sign a regular teacher's contract with another public or private school during the term of the leave.

## **ARTICLE 4.04 - Absences, Job-Related Injury**

### **Section 1 - Program**

The program of benefits for teachers injured or who incur occupational disease in the performance of their duties shall be in conformance with the provisions of the Workers' Compensation Act of the State of Indiana.

### **Section 2 - Procedures**

- (a) Teachers shall report the situation to the principal at once. In cases of emergency, a school nurse may be consulted for advice and instruction.
- (b) Teachers will be eligible for benefits which include medical attention, hospital care, compensation for permanent disability and compensation for lost time.
- (c) Worker's Compensation for lost time will begin on the eighth day of disability; however, if the disability continues for more than 28 days, Worker's Compensation for the first seven (7) days will be paid.
- (d) In addition to those benefits required by law, the school corporation will provide the following supplemental benefits for full-time staff members as follows:
  - (1) During the first seven (7) days of disability, the employee will receive compensation at

the regular rate. The absence will be charged against accumulated sick leave unless the injury arose out of the act of a student, in which case the absence will not be charged against accumulated sick leave.

- (2) Beginning with the eighth day of disability, the employee will receive compensation from the insurance company as provided by law. If the employee has accumulated sick leave, the employee will receive supplemental compensation from the corporation in an amount equal to the difference between the insurance compensation and the employee's regular compensation rate.
- (2) The duration of the supplement will depend upon the number of accumulated leave days when disability began. For each scheduled working day for which supplement is received, one-half day of accumulated sick leave will be deducted.
- (4) If such injury should arise out of an act of violence or battery on the part of a student or parent or guardian, during the first seven (7) days of disability, the teacher will receive compensation at the regular rate which will not be charged against accumulated sick leave and the school corporation will then pay the difference between the compensation paid by the insurance company and the teacher's salary with no deduction from the teacher's accumulated sick leave. To qualify for this, a police report should be filed and the principal should certify that such injury was the result of student, parent, or guardian violence or battery.

#### **ARTICLE 4.05 - Parental Leave**

##### **Section 1 - Maternity Leave**

Maternity leave will be granted in accord with current state statutes.

##### **Section 2 – Parental Leave**

Leave will be granted to any parent upon the birth of their child or their spouse's child for up to one (1) year without compensation to commence anytime within one (1) year of birth.

A teacher adopting a child will be entitled upon request to a leave up to one (1) year without compensation to commence any time during the first year after receiving de facto custody of the child, or prior to receiving such custody if necessary in order to fulfill the requirements of adoption.

#### **ARTICLE 4.06 - Civic Leave**

##### **Section 1 - Election Board**

Employees may be granted leave for public services on Election Boards with compensation for the difference between payment for election Board duty and the regular salary, provided the school salary is greater.

## **Section 2 - Governmental Positions**

Employees engaging in public office of extended duration may be granted leave without pay. Return to duty at the conclusion of the leave will be contingent upon the availability of a position for which the staff member is qualified. Currently employed staff members will not be dismissed to create a position for a staff member returning from leave; however, no new employee will be hired to fill a position for which the returning teacher is certified.

## **Section 3 - Campaigning for Public Office**

A leave of absence without pay, for a period not to exceed six (6) weeks, may be granted to a teacher upon request for the purpose of campaigning, provided a qualified substitute can be obtained.

## **Section 4 - Court Leave**

- (a) Teachers who must appear in court as a result of a court order, or as a Guardian Ad Litem, shall receive up to a maximum of five (5) school days per school year for the leave. This leave shall be with full pay less any witness fees paid.
- (b) In cases in which the teacher is a party to a lawsuit and the lawsuit is not against the school corporation, the teacher may take up to five (5) school days leave. The days taken will be charged to personal business leave and if insufficient personal business leave days are available to teacher then the leave days will be without pay.

## **Section 5 - Jury Duty**

- (a) Compensation

Teachers will be granted leave for jury duty. Leave will be with compensation for the difference between payment for jury duty exclusive of mileage and the teacher's regular salary. Upon notification of jury duty, teachers should immediately inform their principal. This notification should be made in sufficient time for a substitute to be obtained if one is required.

- (b) Remittance

Upon receiving payment from the County for jury duty, the teacher shall immediately notify the Business Affairs Office of the payment amount. The exact amount of the jury duty payment will be deducted from the employee's next regular pay check.



#### **ARTICLE 4.07 - Military Leave**

Military Leave will be granted in accord with current state statutes.

#### **ARTICLE 4.08 - Bereavement Leave**

Each teacher may be absent with pay for bereavement leave for not more than five (5) school days. The teacher's professional judgment shall be used to determine the extent of the leave needed and under what circumstances the leave is taken. In taking the leave, the teacher will consider personal and/or family needs and the ability to meet instructional needs during difficult times.

#### **ARTICLE 4.09 - Group Insurance Participation**

Teachers who are granted unpaid leaves will be allowed to participate in the group insurance plans during the term of the leave provided the teacher elects to remain in the insurance plan and pays the full premium allocation for the insurance.

#### **ARTICLE 4.10 - Leaves: Purpose**

Leaves shall be used for designated purposes.

#### **ARTICLE 4.11 - Extended Health Care Leave**

Leave to care for gravely or terminally ill members of the teacher's family or for a person for whom the teacher has been appointed as guardian may be granted without pay for the remainder of the semester. This leave may be extended for two (2) additional semesters provided the teacher applies for an extension of the leave ten (10) days prior to the end of the previous semester. The director of personnel may require written proof from the attending physician that the person for whom the teacher is providing care is gravely or terminally ill before such leave is granted.

#### **ARTICLE 4.12 – Sick Leave Bank**

A sick leave bank shall be established to relieve its members, who voluntarily choose to participate, from undue financial burdens due to absence from work because of illness, injury, or incapacitation sufficiently severe that it would make their presence in school inadvisable. The Bank may be used only by the individual contributor for their own illness/disability. The purpose of the Bank is not to provide compensation for extended disabilities. All members are urged to participate in the corporation approved disability and income protection plans and to utilize available salary schedule fringe benefits to offset plan costs. Guidelines for administration of the Sick Leave Bank shall be incorporated in the administration guidelines and bargaining agreement with the teachers.

1. The Sick Leave Bank will be established for the voluntary participation of all teaching and administrative personnel of the Monroe County Community School Corporation. The Sick Leave Bank is excluded from the Grievance Procedure.
2. Membership in the bank program will be open to all teaching and administrative personnel.

Teachers serving on temporary contracts are not eligible for participation in the Sick Leave Bank. A member will be defined as a teacher or administrator who has made at least the required minimum initial contribution of sick leave days to the Bank at the appropriate time of enrollment. Non-teaching and non-administrative members in the Sick Leave Bank as of June 30, 2008 are grandfathered.

3. All participants in the Sick Leave Bank will make a contribution of six (6) days to establish a sufficient pool of days from which to draw. Days must be contributed by September 1 of each school year or within seven (7) weeks of the first day of employment. This contribution will be at the rate of at least two (2) days per year until the full number of six (6) days is contributed. Sick leave days donated to the bank are considered a permanent contribution and are not transferable to another school corporation.
4. Members will be required to contribute additional days when in the judgement of the Sick Leave Bank Committee the necessity arises.
5. At the time of retirement, a retiring teacher may donate up to five (5) days of their accumulated sick leave to the Sick Leave Bank.
6. Opportunity for enrollment will be extended in the following manner:
  - a. All new teachers will be allowed to enroll by contributing two (2) sick leave days per year until the contribution level called for in paragraph 3 is reached. New employees will have a period of seven (7) weeks subsequent to their first day of employment to join. Teachers electing not to participate in the Sick Leave Bank must sign two (2) copies of a waiver, one to be kept on file with the Corporation and one sent to the Association. A list of those new hires not yet enrolled in the Sick Leave Bank, including those who have signed the waiver, will be forwarded to the Association president by September 15<sup>th</sup> of each school year with the understanding that the Association will contact these teachers. Teachers who signed a waiver may rescind the waiver and join the sick leave bank provided it is done within seven (7) weeks subsequent to their first day of employment.
  - b. Teachers returning to service after resignation or leave of absence who were not under contract after October 15, 1980, may join under the same conditions as a new employee.
  - c. An opportunity for enrollment in the Sick Leave Bank will be extended to all non-members between the beginning of the 2004-05 school year and October 1, 2004. Non-members who enroll in the Bank under this subsection waive the right to claim Sick Leave Bank assistance for pre-existing conditions as defined by the MCCSC health insurance plan (conditions existing within the six [6] month period prior to enrollment) until the Non-member has been in the sick leave bank for two (2) years. [See also: paragraph 3 above]
7. The Human Resources Office will maintain a record of the total number of days in the Bank based on these voluntary contributions. This deduction will come from the individual's sick leave days no later than October 15.

8. Any participating member who has exhausted accumulated sick leave and who has also used three (3) uncompensated sick leave days will be eligible to apply to the Sick Leave Bank committee. The number of days granted to any member during any school year will be limited as follows:

<u>Years of Service to MCCSC</u>	<u>Maximum Number of Number of Days Per Year</u>	<u>Days in any Four- Year Period</u>
10 or less	50	100
11 & over	70	140

Applications will be made in writing to the Committee and will be accompanied by a physician's statement describing the nature of the disability. Application for a grant may be made by a personal representative of the applicant in cases where the individual participant is unable to do so. Extension of sick leave will not be granted beyond the period when a teacher would or could be eligible to receive benefits of the School Corporation's long-term disability program.

9. After a member of the Sick Leave Bank has drawn a total of days equal to the total required contribution from the pool, the member will repay one (1) full sick leave day for every two (2) additional days granted from the pool. This reimbursement rate will not exceed two (2) days per contract year except as follows: at the time of retirement, resignation, or long-term disability, days still owed at the one-for-two rate will be immediately deducted from the member's accumulated sick leave until either the debt is met or ASL is exhausted, whichever is less, and no additional assessment for non-reimbursed days shall occur.
10. Upon notification from the Sick Leave Bank Committee, the Human Resources Office will charge to the Sick Leave Bank or deduct contributions or reimbursements from a member's ASL and credit such to the Sick Leave Bank.
11. The Sick Leave Bank will be administered by a committee of six participants who will be appointed for two (2) year staggered terms, by the President of the MCEA and the Superintendent. The MCEA President will appoint four (4) committee members and the Superintendent will appoint two (2) committee members. The first appointments will be made as follows: The MCEA President will appoint two (2) members for one (1) year terms and two (2) members for two (2) year terms. The Superintendent will appoint one (1) member for a one (1) year term and one (1) member for a two (2) year term. The entire membership of the committee will select one of the members to act as chairperson for the duration of the school year. The committee will meet during the school year as needed. Special meetings may be called by the chairperson or at the request of the committee members. A majority of committee members will be required for any official action of the committees.
12. The Sick Leave Bank Committee may grant, deny, or suspend grants of sick days from the Bank. Grants may be retroactive or may be made in advance.

13. The Sick Leave Bank Committee may ask the applicant to be examined by a physician, specialist, or psychiatrist designated by the committee before granting such leave and at any time during the leave at the expense of the applicant.

## **ARTICLE 5.01 - Temporary Teacher Contract**

### **Section 1 – Terms**

Teachers employed on a temporary contract shall be compensated on the teacher salary schedule and shall be offered insurance fringe benefits (Article 6.03). With the exceptions of provisions extending beyond the term of their temporary contract, all rights to this agreement shall apply to teachers on temporary contracts. No provision shall be used to extend the teachers' contract term. Teachers employed on a temporary contract, of at least 120 days, that is immediately followed by a regular teacher's contract shall be entitled to receive credit for the evaluation during the temporary year to allow movement on the salary schedule the following year.

## **ARTICLE 6.01 - Retirement Plan**

### **Section 1 - Definitions**

- (a) Retire – When a teacher on a regular teacher's contract leaves the employ of the Corporation at or after attaining age 55 and 10 continuous years of service.
- (b) Retirement Date – The retirement date shall be the day on which the teacher ceases to be an employee of the Corporation.

### **Section 2 - Benefits**

The Board shall maintain a retirement plan, the MCCSC Savings Plan, qualified under Section 401(a) of the Internal Revenue Code. The school corporation shall match the employee's contribution to the employee's 403(b) plan up to 2.25% of the employee's base contract amount. Additionally, in 2021 the school corporation will make an additional one-time contribution to the following teachers as follows:

- (i) For those teachers on Step A through Step E of the 2021-2022 Salary Grid (Appendix A-1) of \$570
- (ii) For those teachers on Step F through Step S of the 2021-2022 Salary Grid (Appendix A-1) of \$80

Effective on and after January 1, 2022, the school corporation shall:

- (i) Match the employee's 403(b) plan up to a 2.5% of the employee's contract amount;

- (ii) Double the employee's contribution up to an employer match of 5% of those employee's contract amount who are on Step A through Step E of the Salary Grid. As an example, an employee contribution of 1% will result in an employer contribution of 2% while an employee contribution of 2% will result in an employer contribution of 4%.

The school corporation's matching contribution shall be made to the employee's 401(a) account under the Plan.

### **Section 3 - Procedures**

- (a) Teachers are encouraged to submit a non-binding letter of intent to retire to the Assistant Superintendent for Human Resources and Personnel on or before July 1 of the calendar year preceding the year in which retirement is anticipated.
- (b) When a teacher in active service dies, any benefits due shall be paid in a lump sum to the beneficiary as filed with the Indiana State Teacher's Retirement Fund.

## **ARTICLE 6.02 - Additional Retirement Options**

### **Section 1 – Retiree Medical Benefits**

Teachers who retired from the Monroe County Community School Corporation prior to August 15, 2004 and who had completed ten years of employment with the MCCSC receive the same Board contributions toward the medical and dental insurance program premiums as do active employees of the Monroe County Community School Corporation until the month before the retired teacher becomes eligible for Medicare coverage as prescribed by 42 USC 1395 et. seq. as in effect on August 15, 2005, unless the retiree elects to discontinue such coverage earlier. In order to be eligible for such continuation of coverage, the retiree must have been enrolled in the plan or plans they wished to continue in the school year immediately preceding retirement unless otherwise eligible pursuant to IC 5-10-8-2.6 Teachers who retire on or after August 15, 2004 who have completed at least 10 years of continuous service with MCCSC and qualify for unreduced Teachers' Retirement Fund benefits shall remain on the MCCSC medical and dental plans until the retired teacher becomes eligible for Medicare by paying the full premium.

**(Group 1)** – For teachers that retired from Monroe County Community School Corporation after August 15, 2004, but prior to August 15, 2005, who at retirement had completed at least ten (10) years of employment in the Monroe County Community School Corporation and who were at least age 55 on August 31, 2005, the following applies:

The School Corporation agrees to provide toward the cost of hospitalization insurance: \$212.80 toward the monthly premium of a single plan or \$468.88 toward the monthly premium of a family plan, if the retiree elects to continue in such plan and elects to pay the balance. The School Corporation agrees to provide toward the cost of dental

insurance: \$17.35 toward the monthly premium of a single plan or \$62.11 toward the monthly premium of a family plan if the retiree elects to continue in such plan and elects to pay the balance. Such retiree coverage, and the School Corporation contribution, ceases the month before the retired teacher becomes eligible for Medicare coverage as prescribed by 42 USC 1395 et. seq. as in effect on August 15, 2005, unless the retiree elects to discontinue such coverage earlier. In order to be eligible for such continuation of coverage, the retiree must have been enrolled in the plan or plans they wish to continue in the school year immediately preceding retirement.

**(Group 2)** – For teachers who, as of August 15, 2005, had completed at least ten (10) years of employment in the Monroe County Community School Corporation, and;

- (1) Who were at least age 55 on August 31, 2005, but who had not retired, or
- (2) Will attain eligibility for unreduced benefits under INPRS (age 65 and 10 years of INPRS credited service, age 60 and 15 years of INPRS credited service, or age 55 and age in INPRS credited service equal or greater than 85) on or before August 31, 2015, but who have not retired,

The Board has established and shall maintain a pooled VEBA (Voluntary Employee Beneficiary Association) plan pursuant to Section 501(c)(9) of the Internal Revenue Code. For teachers in Group 2, the following will apply when the teacher actually retires from Monroe County Community School Corporation:

The School Corporation agrees to provide an amount equal to the present value of \$212.80 monthly if the retiree had single coverage or \$468.88 monthly if the retiree had family coverage, plus \$17.35 monthly if the retiree had single dental coverage or \$62.11 monthly if the retiree had family dental coverage for each month between their actual retirement date and the month before their eligibility for Medicare coverage as prescribed by 42 USC 1395 et. seq. as in effect on August 15, 2005. The assumed interest rate for purposes of determining the present value shall be 5%. In order to be eligible for the amounts shown, the retiree must have been enrolled in the plan or plans they wish to continue in the school year immediately preceding retirement.

This present value shall be deposited into an individual VEBA (Voluntary Employee Beneficiary Association) account in the retiring teacher's name. The deposit shall first come from a pooled VEBA (Voluntary Employee Beneficiary Association) account and if that account is exhausted, then from the School Corporation.

**(Group 3)** – For teachers as of August 15, 2004, who had completed five (5) years of experience with Monroe County Community School Corporation, but were not in Group 1 or Group 2, and who had not retired, the Board has established and shall maintain an individual VEBA (Voluntary Employee Beneficiary Association) account plan pursuant to Section 501(c)(9) of the Internal Revenue Code. For teachers in Group 3, the following has been done:

- (a) The School Corporation has provided an amount equal to the present value of \$300.00

payable monthly for each full month between their assumed retirement date and their eligibility for Medicare coverage, as prescribed by 42 USC 1395 et. seq. as in effect on August 15, 2005. This present value was deposited into an individual VEBA (Voluntary Employee Beneficiary Association) account in 2006 from the HEA 1120 bond proceeds.

- (b) Present value contributions to a VEBA (Voluntary Employee Beneficiary Association) account on behalf of a teacher will vest with that teacher once the teacher has satisfied the following requirements:
  - (1) The teacher must be at least fifty-five (55) years of age.
  - (2) The teacher must have at least ten (10) years of experience with the Monroe County Community School Corporation.
- (c) If at the time the employment relationship is severed with the Monroe County Community School Corporation a teacher does not meet the vesting requirements pursuant to section (b) above, the VEBA (Voluntary Employee Beneficiary Association) account shall be forfeited, and such forfeitures will be used to offset the Monroe County Community School Corporation contributions for Group 4.
- (d) In making the present value determination the following assumptions were used:
  - (1) **Interest Rate.** The assumed interest rate for purposes of determining the present value was 4% in the first three years, 5% in the next three years, and 7% thereafter. However, for post-retirement calculations a 5% interest rate was used.
  - (2) **Retirement Age.** It was assumed that a teacher would terminate employment on September 1, following the teacher reaching the age of fifty-eight (58) and completing ten (10) years of service with the Monroe County Community School Corporation. If a teacher was already fifty-eight (58) or older and had completed ten (10) years of service with the Monroe County Community School Corporation, it was assumed that the teacher would retire at the end of the next school year.
  - (3) **Turnover Rate.** There was no turnover rate assumption.
  - (4) **Rehired Teachers.** Amounts forfeited upon severance 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 reemployed by the School Corporation. If the Board grants an approved leave of absence, such period of leave shall not result in forfeiture provided the employee promptly returns to employment following the expiration of the period of leave. If a teacher's employment is severed because of a reduction in force, the teacher's period of time on the recall list shall not result in forfeiture, provided the teacher is recalled within the time period according to the Teacher Handbook.
- (e) Upon retirement under this section, the individual may then submit qualified medical

expenses to the VEBA (Voluntary Employee Beneficiary Association) vendor for reimbursement from their individual VEBA (Voluntary Employee Beneficiary Association) account, so long as there is a balance in that account.

**(Group 4)** – For teachers hired by the Board of School Trustees of the Monroe County Community School Corporation prior to May 1, 2004, who as of August 15, 2004 were not in Groups 1, 2, or 3, and for teachers hired on or after May 1, 2004, the Board has established and will maintain an individual VEBA (Voluntary Employee Beneficiary Association) plan pursuant to Section 501(c)(9) of the Internal Revenue Code. For teachers in Group 4, the following language applies:

Following the completion of five years of continuous employment with the MCCSC on a regular teaching contract, the School Corporation shall deposit into an individual VEBA (Voluntary Employee Beneficiary Association) account on behalf of the teacher 1) an amount equal to one-half of one percent (.5%) of the sum of the teacher's five base contract amounts, 2) interest on the above contributions shall be calculated at 5% compounded annually\* on the first four annual contributions.

\*For the purpose of calculating interest, the contributions are assumed to be made at the end of each year and the contributions earn interest at a rate of 5%, compounded annually at the end of each year.

In addition to the above contributions a one-time lump sum contribution of \$200 will be deposited following the completion of five years continuous employment with the Monroe County Community School Corporation.

The contribution shall be paid to the VEBA vendor by no later than September 1<sup>st</sup> following the teacher's fifth continuous year of employment with the MCCSC. Board approved leaves of absence shall not break periods of continuous employment.

This one-half of one percent (.5%) contribution, the \$200 contribution and the interest will vest with the teacher at the time the contribution is paid to the VEBA vendor. One year of service shall be credited upon completion of one hundred twenty (120) days in a given school year. Years of service completed prior to August 15, 2004, shall be credited toward completion of the five (5) year vesting period.

For each contract year subsequent to the fifth consecutive contract year the School Corporation shall deposit an amount equal to one-half of one percent (.5%) of the teacher's base contract amount for that year into an individual VEBA (Voluntary Employee Beneficiary Association) account on behalf of the teacher. The contribution shall be paid no later than September 1<sup>st</sup> following the end of the school year. This one-half of one percent (.5%) ongoing contribution will vest immediately.

Teachers for whom the .5% contributions were being paid annually as of August 15<sup>th</sup> 2007, but who had not completed the fifth consecutive year of employment with the MCCSC, shall continue to receive contributions to their VEBA accounts annually by no later than September 1<sup>st</sup> following each year of employment. These contributions



will vest upon completion of five (5) years of continuous service with the School Corporation.

**(General)** – Once amounts are deposited into an individual VEBA (Voluntary Employee Beneficiary Association) account for a teacher, the following will apply:

- (a) The teacher will have no access to individual VEBA (Voluntary Employee Beneficiary Association) account until they terminate employment with a vested account from Monroe County Community School Corporation.
- (b) At no time may a teacher borrow from their VEBA (Voluntary Employee Beneficiary Association) account.
- (c) Once a teacher has access to this individual VEBA (Voluntary Employee Beneficiary Association) account, the account may be used for any qualified medical expense under Section 213 of the Internal Revenue Code.
- (d) Upon the death of a retired teacher with a remaining individual VEBA (Voluntary Employee Beneficiary Association) account, the retiree's spouse or dependents may use the remaining balance in accordance with the VEBA document.
- (e) Upon the death of an active teacher with an individual VEBA (Voluntary Employee Beneficiary Association) account who dies after meeting the vesting requirement above, the teacher's spouse or dependents may use the remaining balance in accordance with the VEBA document.

## **Section 2 - Insurance: Term Life**

For teachers retiring with 10 years of continuous service with the Monroe County Community School Corporation and who have attained the age of 55, the school corporation agrees to pay the premiums on the corporation's \$20,000 (\$40,000 accidental death) term life insurance program, if the retiree elects to continue in such term life insurance plan and elects to pay the required premiums for such plan. The required premiums for such plan for a retiree under this Article are \$12.00 per year. Such retiree coverage and the school corporation contributions cease when the retiree reaches the age of 70, unless the retiree elects to discontinue such coverage earlier. In order to be eligible for such continuation of coverage, the retiree must have been enrolled in the term life program prior to the time of retirement.

## **Section 3 – Guest Teacher**

Teachers retired from the Monroe County Community School Corporation and annually notifying the Human Resources Office of their availability shall be given first priority for assignments, subject to reasonable administration of daily assignments, MCCSC retired teachers currently holding a valid teaching license or substitute permit shall be paid at least nineteen percent (19%) above the substitute daily rate for certified teachers.

## **ARTICLE 6.03 - Insurance**

### **Section 1 - Programs**

(a) Medical: The school corporation agrees to the following contributions for 1.0 FTE teachers:

<b>Plan</b>	<b>Current School Corporation Contribution</b>
Single A	\$ 6,891.45
Single B	\$ 6,424.35
Single C	\$ 6,424.62
Family A	\$ 15,997.52
Family B	\$ 14,912.20
Family C	\$ 14,912.78

<b>Plan</b>	<b>Contribution Effective with the January 1, 2022 Premium Year</b>
Single A	\$ 7,236.02
Single B	\$ 6,745.56
Single C	\$ 6,745.85
Family A	\$ 16,797.40
Family B	\$ 15,657.81
Family C	\$ 15,658.42

- (1) Teachers with a less than 1.0 FTE will have their board contribution prorated. Balance paid from salary reallocation or by the employee (24 deductions per year).
- (2) Beginning with the 2011-12 school year, two newly married persons working for the School Corporation who elect the medical benefit shall be entitled to the sum of one (1) family plan contribution plus one (1) single plan contribution. Married persons hired prior to the 2011-2012 school year shall be grandfathered and will continue to be entitled to two (2) family contributions.
- (3) Effective January 1, 2022 and continuing through the term of this agreement, the minimum school corporation contributions to the medical insurance premiums will not be less than percentages contributed during the 2021 premium year. The status quo at the end of this Agreement is the actual dollar school corporation contribution to the single and family plans.

(b) Dental Plan: The school corporation agrees to the following contributions for 1.0 FTE teachers:

- (1) \$289.65 for the single plan. Balance for the single plan paid from the salary reallocation plan or by the employee (24 deductions per year).
- (2) \$1,036.98 for the family plan. Balance for the family plan paid from the salary reallocation plan or by the employee (24 deductions per year). Beginning with the

2011-12 school year, two newly married persons working for the School Corporation who elect this benefit shall be entitled to the sum of one (1) family plan contribution plus one (1) single plan contribution. Married persons hired prior to the 2011-2012 school year shall be grandfathered and will continue to be entitled to two (2) family contributions.

- (3) Teachers will less than 1.0 FTE will have their board contribution prorated.
- (4) Effective January 1, 2022 and continuing through the term of this agreement, minimum corporation contributions to the dental insurance premiums will not be less than percentages contributed during the 2021 premium year. The status quo at the end of this Agreement is the actual dollar school corporation contribution to the single and family plans.
- (c) Vision Insurance: The School Corporation, commencing January 1, 2020, will make a voluntary vision plan available at the teacher's option and cost.
- (d) Term Life Insurance: Term Life Insurance for all bargaining unit members is available. The amount of such term life insurance shall be one times the bargaining unit member's annual salary or \$30,000 whichever is greater. The major premium cost shall be paid by the School Corporation. Bargaining unit members will be required to make a monetary contribution of \$12.00 per year toward the premium cost. Bargaining unit members shall be allowed to purchase additional life insurance at their own expense through the school plan provided the carrier approves the purchase of additional insurance.
- (e) Long Term Disability: The school corporation agrees to provide a long-term disability program for all teachers. Teachers shall be required to pay one dollar (\$1.00) annually from the salary reallocation plan or by the employee for this benefit.
- (f) Employee Assistance Program: The School Corporation agrees to provide an employee assistance program.
- (g) Programs: School Corporation contributions shall be made only for School Corporation contracted programs.
- (h) An Insurance Committee shall operate for the purposes of receiving information and staying current with, disability insurance, life insurance, health insurance, dental insurance, and the ability of the staff to choose various coverages at varying costs. This committee may make recommendations to the Administration and the MCEA Bargaining Team; however, changes in plan specifications are subject to tentative agreement between the bargaining teams and ratification by the Board and the MCEA. This committee will be composed of 5 teachers appointed by the President of the MCEA, and 6 other members approved by the MCCSC Administration. Unless otherwise mandated by state and/or federal law, no benefit changes will be made to any health, dental, or vision plan without negotiating those changes with the Association's bargaining team.

## **Section 2 – Regulations**

- (a) In addition to the initial enrollment upon employment and enrollment changes upon IRS qualifying events, there will be an annual open enrollment period. The ability to transfer

between plans will continue to occur during the open enrollment period for those already enrolled in one of the group health plan options. Teachers may choose to enroll in either family or single plans in any insurance program in which they participate. No restriction will be placed on a teacher who chooses a family plan in one program and a single plan in another program.

- (b) Persons on leave may participate in insurance programs for only one (1) year. Persons on leave and retirees may not participate in insurance programs if their subsequent employer offers health, dental and/or long-term disability programs.
- (c) The election of cash or benefits or a combination of cash and benefits, pursuant to Article 6.00 of the Agreement, must be made in writing and received in the business office on or before the first day of the school year on which the teacher renders service to the school corporation.
- (d) An election under this section is irrevocable and may not be changed unless there is a qualifying event as defined by HIPAA and Section 125 guidelines including, but not limited to: marriage, birth, legal separation, divorce, death, termination of employment, change in full-time equivalency (FTE) 0.5 or greater, or loss of employer premium contribution.
- (e) An election under this section is effective from January 1<sup>st</sup> to December 31<sup>st</sup>.
- (f) Employee contributions will be made directly from the school corporation to the insurance providers.
- (g) Family Medical Leave Act (FMLA): Continuation of Corporation Payments on Fringe Benefits: The school corporation's payments in support of medical, dental, term life and long-term disability insurance shall continue during the FMLA Leave.

### **Section 3 - Consistency with COBRA**

The parties recognize that during calendar year 1986, federal legislation known as the Consolidated Omnibus Budget Reconciliation Act (hereinafter ("COBRA")) was enacted. COBRA requires that upon the occurrence of certain qualifying events, individuals who cease to be covered under a plan of health insurance provided by their employer be permitted, at their own expense, to continue to participate in such health insurance plan for specified periods of time following the occurrence of such qualifying events. Several sections of this Agreement provide the opportunity for continued participation in the health insurance plans to which COBRA applies at times when the individual teacher is not actively at work either at the individual teacher's own expense or with the School Corporation continuing to pay its share of health insurance premiums. All such sections shall be considered amended as provided below to allow them to be administered consistently with COBRA, as it has been amended, or as it may be amended in the future.

- (1) Whenever, pursuant to a provision of this Agreement, the School Corporation continues to pay its portion of health insurance premiums on behalf of an individual teacher not actively at work (on a paid leave of absence during which health insurance benefits continue, for example), the coverage provided on such basis shall constitute satisfaction, in whole or in part, as applicable of the School Corporation's obligation to provide the opportunity for continued health insurance coverage to such teacher as required by COBRA.

- (2) Whenever, pursuant to a provision of this Agreement, an individual teacher not actively at work is permitted to continue group health insurance coverage at their own expense, such shall constitute satisfaction, in whole or in part, as applicable, of the School Corporation's obligation to provide the opportunity for continued group health insurance coverage as required by COBRA.
- (3) If disputes concerning group health coverage arise under provisions of this Agreement and are subject to resolution under the grievance procedure of Article 3.00, and such disputes also involve a question of whether the School Corporation has complied with its obligations under COBRA, only disputes concerning such COBRA obligations involving individual teachers are subject to resolution under said Article 3.00; disputes concerning such COBRA obligations involving non-employee spouses or dependents are not subject to resolution under Article 3.00.

## **ARTICLE 6.04 - MCCSC Performance Based Teacher Compensation Plan (TCP)**

### **Section 1 –MCCSC Teacher Compensation Plan (“TCP”)**

#### **(a) Factors and Definitions**

The TCP will be based on the two (2) statutory criteria of (1) “Evaluation,” and (2) “Education.”

- (1) Evaluation will be defined as an evaluation rating of “effective” or “highly effective” on an evaluation plan that is compliant with I.C. 20-28-11.5.
- (2) Education will be defined as a person holding an eligible content area Master’s Degree that is not otherwise required for employment, or any eligible content area degree beyond Master’s Degree that is not otherwise required for employment (including but not limited to Master’s plus 30 and Doctorate). Eligible content areas mean any content area, as defined by IDOE, in which the teacher currently teaches or any other content areas approved by the superintendent. Teachers who wish to claim additional training and/or the attainment of advanced degrees for compensation grid credit shall submit an official transcript verifying the training, the attainment of the advanced degree or both by no later than September 30. The September 30th deadline can be waived through appeal with mutual agreement between the Association and the Superintendent (or designee).

#### **(b) Rules and Distribution Explanation**

- (1) The 2021-2022 TCP Salary Grid is attached as Appendix A-1.
- (2) The 2022-2023 TCP Salary Grid is attached as Appendix A-2.
- (3) Applicable to both Salary Grids are the following:
  - a) For the 2021-2022 school year, a teacher will not advance a step down the

Bachelor's column. With the 2022-2023 school year, a teacher in the Bachelor's column who satisfies the evaluation rating criteria but does not possess a content area Master's degree will advance a step in the Bachelor's column. Each step in the BS column is an additional \$1,875. To be eligible to receive the increase the teacher must have been employed by the school corporation for at least one hundred twenty (120) days in the prior school year.

- b) For the 2021-2022 school year, a teacher will not advance a step down the Master's column. With the 2022-2023 school year, a teacher in the Master's column who satisfies the evaluation rating criteria will advance a step in the Master's column. Each step in the MS column is an additional \$1,875. To be eligible to receive the increase the teacher must have been employed by the school corporation for at least one hundred twenty (120) days in the prior school year.
- c) A teacher in the Bachelor's column who satisfies the evaluation rating criteria and also satisfies the Degree criteria will advance to the Master's column, but remain in the same row. Each horizontal move from the BS to the MS column is an additional \$3,125 (\$1,875 for evaluation and \$1,250 for education). To be eligible to receive the increase the teacher must have been employed by the school corporation for at least one hundred twenty (120) days in the prior school year.
- d) The reference to a Master's degree in this article will refer to any Master's degree or advanced degree or credit hours that is authorized by Article 6.04, Section 1(a)(2).

## **Section 2 – Starting Salary**

- (a) A teacher in their initial year of employment or reemployment will be credited with training and experience as provided by the remaining part of this section and Appendix A-3 & Appendix A-4.
- (b) The years of experience credit granted to a newly employed teacher under this section may not exceed Appendix A-3 & Appendix A-4 without the Superintendent's and MCEA President's mutual determination that program needs cannot otherwise be met.
- (c) Non-degree Vocational Teachers - Non-degree vocational education teachers shall be placed on the Career Compensation Grid based on acceptable years of experience. Completion of an additional thirty-six (36) semester hours or five hundred forty (540) clock hours approved by the Superintendent or designee will qualify the vocational teacher for the meeting the Education criteria.
- (d) Other Teacher Experience - In computing a teacher's salary, one (1) year of experience shall be recognized for one (1) school year of full-time teaching experience in

- (1) any publicly or privately supported college, university, or institution accredited by the duly authorized agency of the state, territory or nation in which the college, university or institution is located;
  - (2) any public or private elementary or secondary school accredited by the duly authorized agency of the state, territory or nation in which the public or private elementary or secondary school is located;
  - (3) a school maintained by the U.S. Government for children of military personnel and/or other government employees either in the U.S. or in a foreign country, including teaching experience in Peace Corps service.
  - (4) Teaching loads for interns, graduate assistants, and/or as student teachers will not be considered as full-time.
  - (5) MCCSC on a temporary contract (of at least 120 days) in the previous school year.
- (e) Military Service - Salary schedule credit for Military Service shall be granted for Military Service which occurs after the earning of the Baccalaureate Degree. All Military Service granted prior to May 30, 1974, shall continue to be granted for each employee who remains with the Monroe County Community School Corporation. Any persons employed after this date shall receive a maximum of four (4) years of Military Service granted for years served after the awarding of a Baccalaureate Degree. This rule shall be interpreted as requiring eight (8) months of Military Service and public-school teaching within the school year in order to qualify. The school year is defined as July 1 through the following June 30.

### **Section 3 – Salary Range**

#### **(a) 2021-2022 Salary Range**

The 2021-2022 Salary Range without raises for the 2021-2022 school year ranges from the beginning salary of \$40,000 to a maximum salary of \$77,957. The 2021-2022 Salary Range with raises for the 2021-2022 school year ranges from the beginning salary of \$43,250 to a maximum salary of \$80,125.

#### **(b) 2022-2023 Salary Range**

The 2022-2023 Salary Range without raises for the 2022-2023 school year ranges from \$43,250 to \$80,125. The 2022-2023 Salary Range with raises for the 2022-2023 school year ranges from the beginning salary of \$45,500 to a maximum salary of \$80,500.

#### **Section 4 – Changes from the 2020-2021 Salary Grid to the two next salary grids (Appendix A-1 and A-2) which are set forth in this Agreement**

##### **The 2021-2022 Salary Grid**

- (a) The changes from the 2020-2021 salary grid to the 2021-2022 salary grid are as follows:
  - (i) A change from the base salary of \$40,000 to \$43,250; and
  - (ii) A change in the slope from \$1,930 to \$1,875.

These changes were based upon the statutory salary factor of evaluation. Also because of the change in the base and the change of the slope this new salary grid "closes the gap" and complies with the requirements for differential raise established by the IEERB. See Appendix A-1 & Appendix A-2 for documentation of "closing the gap."

- (b) The changes from the 2021-2022 salary grid to the 2022-2023 salary grid are as follows:
  - (i) Eliminate the beginning Step A which reduces the number of steps and then re-letter the corresponding letter identifying each step.
  - (ii) An addition of \$375.00 to each step on the salary grid.

These changes were based upon the statutory salary factor of evaluation. Also because of the change in the base and the reduction of the beginning step, this new 2022-2023 salary grid also "closes the gap" and complies with the requirements for differential raise established by the IEERB.

#### **Section 5 – General Provisions**

This section will be applicable to any raise or increase provided to teachers after the initial year of employment on a regular teacher's contract. The Performance Based Compensation statutory criteria of Evaluation and Education will be utilized.

- (a) A teacher in any school year who is either (1) rated "ineffective" or (2) rated "improvement necessary" or is (3) determined to have a negative impact upon student learning pursuant to the Indiana Department of Education's Guidelines will not be eligible the following year for any compensation increase. Teachers in their first two full years of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating in the prior school year.
- (b) Teachers who met the requisite evaluation criteria the previous school year but are on leave for the entire current school year will receive this school year's increase in their base salary when the teacher returns to active at-work status and will be placed on the salary schedule following the teacher's one (1) year leave.



- (c) Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be equally distributed to eligible teachers in the form of a stipend.
- (d) No more than forty percent (40%) of any teacher's raise will be based on the factor of education.

## **Section 6 – 2022-2023 Stipend**

For certain teachers who were employed at the top of the salary grid during the 2020-2021 school year and also employed at the top of the 2021-2022 salary grid, those teachers will receive a stipend of \$625 during the 2022-2023 school year.

## **ARTICLE 6.05 – Compensation Regulations and Miscellaneous Matters**

### **Section 1 - Indiana Public Retirement System (INPRS)**

The school corporation agrees to contribute the employee's share of the retirement contribution to INPRS for all INPRS covered income.

### **Section 2 - Payroll Schedule**

Payments shall be made in 26 installments, via direct deposit, as per the schedule listed below.

#### **2021-2022 PAYROLL DATES**

1.	August 20, 2021	14.	February 18, 2022
2.	September 3, 2021	15.	March 4, 2022
3.	September 17, 2021	16.	March 18, 2022
4.	October 1, 2021	17.	April 1, 2022
5.	October 15, 2021	18.	April 15, 2022
6.	October 29, 2021	19.	April 29, 2022
7.	November 12, 2021	20.	May 13, 2022
8.	November 26, 2021	21.	May 27, 2022
9.	December 10, 2021	22.	June 10, 2022
10.	December 24, 2021	23.	June 24, 2022
11.	January 7, 2022	24.	July 8, 2022
12.	January 21, 2022	25.	July 22, 2022
13.	February 4, 2022	26.	August 5, 2022

### **2022-2023 PAYROLL DATES**

1.	August 19, 2022	14.	February 17, 2023
2.	September 2, 2022	15.	March 3, 2023
3.	September 16, 2022	16.	March 17, 2023
4.	September 30, 2022	17.	March 31, 2023
5.	October 14, 2022	18.	April 14, 2023
6.	October 28, 2022	19.	April 28, 2023
7.	November 11, 2022	20.	May 12, 2023
8.	November 25, 2022	21.	May 26, 2023
9.	December 9, 2022	22.	June 9, 2023
10.	December 23, 2022	23.	June 23, 2023
11.	January 6, 2023	24.	July 7, 2023
12.	January 20, 2023	25.	July 21, 2023
13.	February 3, 2023	26.	August 4, 2023

### **Section 3 – National Board Certification**

A teacher who is certified by the National Board for Professional Teaching Standards, American Speech Language and Hearing Association, or the National School of Psychology Certification Board will be paid an additional \$2000 during each school year so certified commencing with the school year following the school year in which the teacher obtains this certification. This additional \$2000 will no longer be paid commencing with the school year following the school year in which the teacher fails to obtain the recertification required to maintain this certification.

### **Section 4 – Academic Needs at Fairview Elementary School**

Based on the academic needs of the students for service in Fairview Elementary School, a stipend will be paid to teachers at Fairview who have consecutive school years' service, commencing with the 2015-2016 school year (2015-2016 counts as year one) based on the following table:

Completion of 3 consecutive years	\$5,000
Completion of the 4 <sup>th</sup> consecutive year	\$1,000
Completion of the 5 <sup>th</sup> consecutive year	\$1,000
Completion of the 6 <sup>th</sup> consecutive year	\$1,000

These stipends will be paid on the 2<sup>nd</sup> pay date in June following the required year(s) of completion.

The above provisions will be in effect through the 2019-2020 school year. Teachers qualifying during the 2019-2020 school year and prior will be grandfathered for qualifying for this stipend. Teachers hired after the 2019-2020 school year will no longer be eligible and will no longer accrue any rights toward this stipend.

## **Section 5 - Mileage Reimbursement**

The Board agrees to pay the Internal Revenue Service rate per mile to all teachers required to use their personally owned vehicles for transportation between schools or other places of assignment when their regular school day assignment includes more than one location and also to pay this mileage when any teacher is authorized verbally or in writing by the administration to use personal automobile to transport students.

## **Section 6 – Grants and Professional Development**

Any teacher interacting with students outside of the normal instructional day shall receive the minimum acceptable rate of twenty dollars (\$20.00) per hour.

Any teacher not having student contact outside the instructional day (i.e. writing curriculum, professional development) shall receive the minimum acceptable rates of twenty dollars (\$20.00) per hour.

In grant situations, an hourly amount may differ from the above if agreed upon by the Association and the Superintendent.

## **Section 7 – Expanded Criminal History Background Checks**

The Board shall pay the cost for current employees of any and all expanded criminal history checks required by the School Corporation or per I.C. 20-26-5-10.

## **ARTICLE 6.06 - Schedules for Athletics and Co-Curricular Activities**

### **Section 1 – Athletics and Co-Curricular Stipend Calculation**

All indices shall be computed on the constant of \$43,250.00

Placement will be determined on the basis of the number of years' experience accumulated in the ECA assignment as of the beginning of the respective school year.

Extra-curricular payments will be made at the end of each athletic season. Co-curricular stipends will be made twice each year, at the end of each semester.

### **Section 2 - Positions**

- (a) The Board retains the right, from time to time, to create additional positions on the ECA schedule as it deems appropriate. In the event a position is created, the Board retains the right to make an initial assignment of the position or positions to the ECA schedule. In such event, however, the final placement of the position(s) on the ECA schedule will be negotiated by the parties.
- (b) No ECA position will be funded in whole or in part by public funds without creation of the

position by the Board.

- (c) The list of positions for the ECA schedule is not an indicator of the number of individuals who may be hired to fill the position, nor is it an indicator that a position must be filled.

### **Section 3 - Co-Curricular Schedules**

#### **Schedule I**

Bradford Woods  
Elementary Strings Coordinator  
Elementary Band Coordinator  
Middle School National Honor Society Sponsor  
National Art Honor Society Sponsor  
National Foreign Language Honor Society Sponsor  
National Technical Honor Society Sponsor  
Special Interest Club Sponsor (limit of four positions in each elementary and secondary building)

#### **Schedule II**

Elementary Robotics Team Sponsor  
Middle School Robotics  
Middle School Academic Coach  
Middle School Instrumental  
Middle School Student Council  
Middle School Yearbook  
Middle School Speech and Debate Coach  
High School Business Professionals Sponsor  
High School Class Sponsor - 9 & 10  
High School National Honor Society Sponsor  
High School STAND Sponsor  
High School Student Council  
High School Speech and Debate Coach  
Freshman Transition Coordinators (2 per high school)  
DECA  
FFA  
Health Occupations Students of America (HOSA)  
Family, Career and Community Leaders of America (FCCLA)  
Future Teachers' Association  
Middle School Unified Track  
Middle School Unified Football

#### **Schedule III**

Color Guard  
High School Robotic Team Sponsor  
Skills – USA  
Middle School Band

Middle School Choral Music  
Middle School Science Olympiad  
High School Class Sponsor - 11 & 12  
\*High School Industrial Arts  
High School Newspaper  
High School Yearbook  
\*Area Vocational School Auto Mechanics Instructor  
\*Area Vocational School Building Trades Instructor  
\*Area Vocational School Drafting Instructor  
Band Assistants  
Hoosier Spell Bowl Coach  
Problem Solving Team Sponsor  
Computer Coordinator

\*Teachers receiving the additional stipend for the 1999-2000 school year will continue to receive the stipend for as long as they hold the position. A teacher first holding the position subsequent to the 1999-2000 school year will not receive the stipend.

#### Schedule IV

Academic Decathlon Coach  
Hoosier Academic Super Bowl Coach  
High School Science Olympiad

#### Schedule V

Elementary Strings  
Elementary Band  
High School Choral Music  
High School Dramatics  
High School Instrumental  
High School Assistant Band Director

#### Schedule VI

#### Schedule VII

#### Schedule VIII

High School Band Director

#### Schedule IX

### **Section 4 - Athletic Schedules**

#### Schedule I

#### Schedule II

Middle School Intramurals

Middle School Dance

High School Unified Football Assistant Varsity  
High School Unified Track Assistant Varsity

School

Intramurals

### Schedule III

Middle School Cross-Country  
Middle School Boys Basketball – 7  
Middle School Girls Basketball – 7  
Middle School Boys Basketball – 8  
Middle School Girls Basketball - 8  
Middle School Football - 7 & 8  
Middle School Swimming  
Middle School Volleyball - 7 & 8  
Middle School Track - 7 & 8  
Middle School Wrestling - 7 & 8  
High School Baseball - 9  
High School Softball - 9  
High School Track - 9  
High School Volleyball - 9  
High School Wrestling - 9  
High School Dance  
High School Unified Track  
High School Unified Football

### Schedule IV

High School Cheerleaders  
High School Boys Basketball – 9  
High School Girls Basketball - 9  
High School Football - 9  
High School Baseball - Assistant Varsity/Head Reserve  
High School Gymnastics - Assistant Varsity/Head Reserve  
High School Soccer - Assistant Varsity/Head Reserve  
High School Girls Softball - Assistant Varsity/Head Reserve  
High School Boys Swimming – Asst Varsity/Head Reserve  
High School Girls Swimming – Asst Varsity/Head Reserve  
High School Boys Track – Asst Varsity/Head Reserve  
High School Girls Track – Asst Varsity/Head Reserve  
High School Volleyball - Assistant Varsity/Head Reserve  
High School Wrestling - Assistant Varsity/Head Reserve

### Schedule V

High School Boys Cross-Country – Head Varsity  
High School Girls Cross-Country – Head Varsity  
High School Boys Golf – Head Varsity

High School Girls Golf – Head Varsity  
High School Soccer - Head Varsity  
High School Boys Tennis – Head Varsity  
High School Girls Tennis – Head Varsity  
High School Boys Basketball – Asst Varsity/Head Reserve  
High School Girls Basketball – Asst Varsity/Head Reserve  
High School Football - Assistant Varsity/Head Reserve

#### Schedule VI

High School Gymnastics - Head Varsity  
High School Boys Swimming – Head Varsity  
High School Girls Swimming – Head Varsity  
High School Boys Track – Head Varsity  
High School Girls Track – Head Varsity  
High School Volleyball - Head Varsity

#### Schedule VII

High School Wrestling - Head Varsity

#### Schedule VIII

High School Baseball - Head Varsity  
High School Softball - Head Varsity

#### Schedule IX

High School Boys Football - Head Varsity  
High School Boys Basketball  
High School Girls Basketball  
High School Trainer

## Section 5 - Regulations

- (a) No coach may receive more than one index assignment in a given sport.
- (b) The above co-curricular positions are the only such positions which have been created by the Board. No teacher will be asked to assume any co-curricular position which has not been created by the Board.
- (c) Extracurricular Activity appointments will be recommended by the principal to the Superintendent and Board of School Trustees for approval. In recommending coaching responsibilities, the principal will make the recommendation only if the sport program in question meets the necessary requirements for a regulation HSAA program equivalent in length to other schools within the system.
- (d) The job responsibilities for athletic coaches as related to length of season, practices, games, meets, tourneys, and other coaching requirements shall be those outlined in the MCCSC Athletic Handbook which shall be supplied to each coach. Such job responsibilities shall be regarded as the minimum requirements for each coaching assignment and shall be changed only with the approval of the Superintendent of Schools.
- (e) If a locker room supervisor is employed from the certificated staff, that supervisor shall receive one-half Schedule V. The Board retains the right to employ a locker room supervisor who is not a certificated staff member.
- (f) The principals shall assign on an equitable basis among the professional staff members of the building or campus, duties regarded as necessary to the operation of the school day. Activities beyond the school day for which no additional compensation is paid shall be voluntary. **[NOTE: The words "shall be voluntary" have not been bargained and have been added for information purposes only.]**
- (g) Activities beyond the school day requiring services of the teacher will be voluntary and may be compensatory as specified in the Schedule for Athletics, Auxiliary Services, and Extra Professional Responsibilities. **[NOTE: The words "will be voluntary" have not been bargained and have been added for information purposes only.]**



Monroe County Community School Corporation  
**ATHLETIC AND CO-CURRICULAR SALARY SCHEDULES AND CONTRACT AMOUNTS**  
 Effective for the 2021-2022 & 2022-2023 School Year

CO-CURRICULAR / ATHLETIC BASE - CONTRACT      \$43,250  
 RETIREMENT PICK-UP ADJUSTMENT                      3.00%  
 CO-CURRICULAR / ATHLETIC BASE - SALARY  
 SCHEDULE    \$44,548

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0	0.0125	0.0310	0.0452	0.0595	0.0738	0.1024	0.1167	0.1452	0.1595
1	0.0125	0.0345	0.0488	0.0631	0.0809	0.1095	0.1238	0.1524	0.1666
2	0.0125	0.0381	0.0524	0.0667	0.0881	0.1167	0.1309	0.1595	0.1738
3	0.0125	0.0417	0.0560	0.0702	0.0946	0.1238	0.1381	0.1666	0.1809
4	0.0125	0.0452	0.0595	0.0738	0.1024	0.1309	0.1452	0.1738	0.1881
5	0.0125	0.0488	0.0631	0.0774	0.1095	0.1381	0.1524	0.1809	0.2059

**ATHLETIC AND CO-CURRICULAR  
 SALARY SCHEDULE**

(Including employer pick-up of teacher retirement)

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0	\$557	\$1,381	\$2,014	\$2,651	\$3,288	\$4,562	\$5,199	\$6,468	\$7,105
1	\$557	\$1,537	\$2,174	\$2,811	\$3,604	\$4,878	\$5,515	\$6,789	\$7,422
2	\$557	\$1,697	\$2,334	\$2,971	\$3,925	\$5,199	\$5,831	\$7,105	\$7,742
3	\$557	\$1,858	\$2,495	\$3,127	\$4,214	\$5,515	\$6,152	\$7,422	\$8,059
4	\$557	\$2,014	\$2,651	\$3,288	\$4,562	\$5,831	\$6,468	\$7,742	\$8,379
5	\$557	\$2,174	\$2,811	\$3,448	\$4,878	\$6,152	\$6,789	\$8,059	\$9,172

## **ATHLETIC AND CO-CURRICULAR CONTRACT AMOUNTS**

(Does not include Board pick-up of teachers' TRF contributions)

YRS EXP	I	II	III	IV	V	VI	VII	VIII	IX
0	\$541	\$1,341	\$1,955	\$2,573	\$3,192	\$4,429	\$5,047	\$6,280	\$6,898
1	\$541	\$1,492	\$2,111	\$2,729	\$3,499	\$4,736	\$5,354	\$6,591	\$7,205
2	\$541	\$1,648	\$2,266	\$2,885	\$3,810	\$5,047	\$5,661	\$6,898	\$7,517
3	\$541	\$1,804	\$2,422	\$3,036	\$4,091	\$5,354	\$5,973	\$7,205	\$7,824
4	\$541	\$1,955	\$2,573	\$3,192	\$4,429	\$5,661	\$6,280	\$7,517	\$8,135
5	\$541	\$2,111	\$2,729	\$3,348	\$4,736	\$5,973	\$6,591	\$7,824	\$8,905

### **ARTICLE 6.07 – Activity Pass**

A teacher and one guest shall be entitled to attend, free of charge, all MCCSC extra-curricular activities for which the MCCSC charges admission upon presentation of his corporation issued photo ID.

### **ARTICLE 7.01 - Final Agreement**

Within fifteen (15) days after the parties reach agreement on the contract, the Agreement will be reduced to writing and upon ratification by the Board and the Association will become a part of the official minutes of the respective parties. Three (3) copies of the signed agreement will be prepared and signed by the President of the Association and the Spokesperson of the Association Negotiating Team and the President of the School Board, the Superintendent of Schools, and the Spokesperson for the Board Negotiating Team.

In the absence of any of the above individuals, it shall be the responsibility of each party to this agreement to designate individuals to sign the final agreement. Copies will then become the property respectively of the Board, the Superintendent and the Association. The signed agreement and the collective bargaining shall constitute the official basis for the parties' continuing relationship. Interim amendments to either document may be made by mutual consent of the parties.

The Board and the Association mutually agree to prepare sufficient quantities of this Agreement so that all certificated staff and administration personnel shall be provided with a copy. The cost of preparing sufficient numbers of this Agreement shall be shared equally by the Association and the Board.

### **ARTICLE 7.02 - Legal Status**

All bargainable issues have been bargained during the negotiations leading to this agreement and no additional bargaining on these issues shall be conducted on any item, whether contained herein or not, during the life of this agreement.

### **ARTICLE 7.03 - Severability Clause**

Should any Article, Section, or Clause of this Contract be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Contract to the extent that it violates the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of the Contract, if not affected by the deleted Article, Section, or Clause.

### **ARTICLE 7.04 - Duration**

This Agreement shall remain in force from July 1, 2021 through June 30, 2023 at 12:01 a.m. It may be amended by mutual agreement by the parties.

This Agreement is ratified on the 16<sup>th</sup> day of November, 2021.

The undersigned attests to the following:

A public hearing was held in compliance with I.C. 20-29-6-1(d) on August 24<sup>th</sup>, 2021 with participation from the public permitted directly in person but not electronically, and a public meeting was held in compliance with I.C. 20-29-6-19- on October 26<sup>th</sup>, 2021, in order to allow members of the governing body to discuss the proposed tentative agreement in person but not electronically.

The undersigned Board and Association representatives attest to the public hearing as described above and the undersigned Board representatives attest to the public meeting described above. The Board ratified the CBA on November 16, 2021 and the Association ratified the CBA on October 21, 2021, and is attested to by the respective representatives whose signatures appear below.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

This agreement is ratified on the 16<sup>th</sup> day of November, 2021.

For the Monroe County Community School  
Corporation



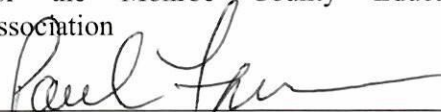
Ms. Cathy Fuentes-Rohwer– MCCSC Board  
President



Dr. Jeff Hauswald – MCCSC Superintendent

Ratified by the Board of School Trustees of the  
Monroe County Community School  
Corporation at its board meeting on  
November 16, 2021.

For the Monroe County Education  
Association



Paul Farmer – MCEA President



Ben Haralovich – MCEA Vice-President

Ratified by the Monroe County Education  
Association on November 16, 2021.

## APPENDIX A- 1

2021-2022 Salary Grid		
Compensation Level	BS	MS
A	\$43,250	\$46,375
B	\$45,125	\$48,250
C	\$47,000	\$50,125
D	\$48,875	\$52,000
E	\$50,750	\$53,875
F	\$52,625	\$55,750
G	\$54,500	\$57,625
H	\$56,375	\$59,500
I	\$58,250	\$61,375
J	\$60,125	\$63,250
K	\$62,000	\$65,125
L	\$63,875	\$67,000
M	\$65,750	\$68,875
N	\$67,625	\$70,750
O	\$69,500	\$72,625
P	\$71,375	\$74,500
Q	\$73,250	\$76,375
R	\$75,125	\$78,250
S	\$77,000	\$80,125

Salaries above are solely for the school year negotiated and identified above in Appendix A-1.

**APPENDIX A-2**

<b>2022-2023 Salary Grid</b>		
<b>Compensation Level</b>	<b>BS</b>	<b>MS</b>
A	\$45,500	\$48,625
B	\$47,375	\$50,500
C	\$49,250	\$52,375
D	\$51,125	\$54,250
E	\$53,000	\$56,125
F	\$54,875	\$58,000
G	\$56,750	\$59,875
H	\$58,625	\$61,750
I	\$60,500	\$63,625
J	\$62,375	\$65,500
K	\$64,250	\$67,375
L	\$66,125	\$69,250
M	\$68,000	\$71,125
N	\$69,875	\$73,000
O	\$71,750	\$74,875
P	\$73,625	\$76,750
Q	\$75,500	\$78,625
R	\$77,375	\$80,500

Salaries above are solely for the school year negotiated and identified above in Appendix A-2.

### APPENDIX A-3

STARTING SALARY PLACEMENT 2021-2022		
YEARS	BS	MS
0-1	\$43,250.00	\$46,375.00
2-3	\$45,125.00	\$48,250.00
4-5	\$47,000.00	\$50,125.00

### APPENDIX A-4

STARTING SALARY PLACEMENT 2022-2023		
YEARS	BS	MS
0-1	\$45,500.00	\$48,625.00
2-3	\$47,375.00	\$50,500.00
4-5	\$49,250.00	\$52,375.00

**APPENDIX B – GRIEVANCE FORM**

**APPENDIX B  
GRIEVANCE REPORT FORM**

GRIEVANT:\_\_\_\_\_

BUILDING:\_\_\_\_\_

---

**LEVEL 1**

Filed With:\_\_\_\_\_

Date Filed:\_\_\_\_\_

Addendum 1 - Description of Grievance, Identification of Specific Contract Provision Alleged to have been Violated or Misinterpreted, and Position of the Grievant **(ATTACH A SEPARATE PAGE)**

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Association

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**LEVEL 1 RESPONSE**

Addendum 2 - Disposition of Grievance **(ATTACH A SEPARATE PAGE)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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**LEVEL 2**

Filed With:\_\_\_\_\_Date Filed:\_\_\_\_\_

Addendum 3 - Position of Grievant **(ATTACH A SEPARATE PAGE)**

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Association

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**LEVEL 2 RESPONSE**

Addendum 4 - Disposition of Grievance **(ATTACH A SEPARATE PAGE)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



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

LEVEL 3

Submitted to: ARBITRATION or SCHOOL BOARD\*  
(Circle One of the above)

Date Filed:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Association

Addendum 5 - Position of Grievant **(ATTACH A SEPARATE PAGE)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\*Parties must mutually agree that grievance may be submitted to School Board.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Signature of administration indicating mutual agreement to submit grievance to school board:

