MASTER AGREEMENT

between the

Board of School Trustees

of the

Mooresville Consolidated School Corporation

and the

Mooresville Classroom Teachers Association

2026 - 2027

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ARTICLE I - RECOGNITION

A. **Bargaining Unit**

The Board hereby recognizes the Mooresville Classroom Teachers Association as the exclusive representative of the bargaining unit composing of certificated school employees as defined by Indiana law. Excluded from the bargaining unit are all "supervisors" and "confidential employees" as those terms are defined by Indiana law, specifically including but not limited to: Superintendent, Assistant Superintendent, Director of Curriculum and Instruction, Director of Special Education, Director of Technology, Student Construction Manager, Principals, Assistant Principals, Head Football Coach, Head Basketball Coach, High School Athletic Directors, and full-time Assistant Athletic Directors.

B. **Definitions**

1. The term "bargaining unit" when used in this Agreement shall refer to certificated personnel employed by the Mooresville Consolidated School Corporation (except for those excluded in Article I, Letter A).
2. The term "teacher," when used in this Agreement shall refer to all certificated school employees, as defined by Indiana law, employed by the board except for those certificated school employees who are excluded from the bargaining unit under Article I, paragraph A above.
3. The terms "Board" and "Association" shall include authorized officers, representatives, and agents.
4. The term "School Corporation," when used in this Agreement shall refer to the Mooresville Consolidated School Corporation of the County of Morgan of the State of Indiana.
5. When reference is made to male teachers in this Agreement, it also includes female teachers.

ARTICLE II- CONTRACT INTERPRETATION PROVISIONS

A. **Legal Rights and Limitations**

If any provisions of this Agreement or any applications of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. **Non-Discrimination Statement**

Mooresville Consolidated School Corporation does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, genetic information, or any other legally protected status in its programs, activities, or employment practices.

In accordance with Title IX and other applicable laws, the Corporation prohibits discrimination and harassment on the basis of sex in any education program or activity that it operates. The Corporation also complies with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI and Title VII of the Civil Rights Act, and all other applicable federal and state laws.

Individuals who believe they have experienced discrimination or harassment may file a

complaint and request more information regarding district policies by contacting the Corporation's Title IX Coordinator, Holly Frye, at 11. W. Carlisle, St., Mooresville, IN, (317) 831-9200, or holly.frye@mooresvilleschools.org. Additionally, information regarding nondiscrimination policies and practices can be found by searching "Title IX Fundamentals" on www.MooresvilleSchools.org. Any provision in this section that is not a permissible topic of bargaining is the policy of the School Corporation and was not bargained.

ARTICLE III- COMPENSATION AND EXPENSES

A. **Base Salary**
The teacher salary schedule for the 2026-2027 school year are set forth in Appendices A and B. Part-time teacher's salaries will be pro-rated based upon the number of periods being taught by the teacher.

B. **Section 125**
The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting.

C. **Alternative Wage Payment Agreement**
Teachers will be paid in twenty-six (26) payments each contract year. Payments are to be made every other Friday, but not to exceed twenty-six (26) payments in any contract year.

A teacher who severs employment during the school year (i.e., due to resignation, death, etc.) will receive their remaining pay in a final paycheck on the next regularly scheduled pay day.

A teacher who resigns at the end of the school year will continue to receive their remaining pay on the twenty-six (26) paycheck schedule.

Any teacher retiring for purposes of the Indiana Public Retirement System ("INPRS") at the end of the school year will receive their remaining pay no later than the last payday in August of the year of retirement.

D. **Payroll Before Holidays**
If the last scheduled teaching day before a holiday is not more than two days prior to a regular payday, payments will be issued on the last teaching day with the exception of the last pay of the school year which may fall on the regular pay day.

E. **INPRS**
The Board shall contribute the teacher's share of contributions to the INPRS.

F. **Payments of Extracurricular Stipends**
Payments for extracurricular stipends shall be part of the twenty-six (26) payments made each contract year whenever possible. If twenty-six (26) payments are not possible, payment shall be received within 10 days of the completion of the work or the next scheduled pay period following notification to MCSC Payroll.

G. **Drivers Education Salaries**
Indiana Code Section 20-28-6-7(d) provides that the superintendent shall determine the salary

for a supplemental service contract. The superintendent has determined that the supplemental service salary for teaching driver's education will be bargained. Payment for teaching driver's education for the 2026-2027 school year shall be calculated at the hourly rate for a beginning teacher as is set forth on the 2026-2027 Salary Schedule (Appendix A).

H. Compensation for Extended Contract Days

Teachers will be paid their daily rate of compensation for extended contract days.

ARTICLE IV - LEAVE PROVISIONS

A. **Paid Leave Days**

1. Teachers shall be entitled to six (6) paid personal leave days each contract year to be absent from work without loss of compensation, so long as no more than three days are used consecutively for personal leave. Teachers also receive six (6) paid days for illness. If in any one-contract year a Teacher is absent less than the granted number of days, the remaining days shall be accumulative to an unlimited total of sick leave days.

   If accumulated days are available, a teacher who is absent for illness more than three (3) consecutive days must provide medical evidence to the Corporation to be paid for those accumulated days exceeding three. The HR-Benefits Coordinator must be contacted on the third day of consecutive sick leave, because it is an MCSC practice (po3430.01, Family & Medical Leaves of Absence) to initiate FMLA paperwork for eligible employees on the fourth day of absence. If a medical absence extends beyond three consecutive days, then the employee must submit a Return to Work clearance from an appropriately licensed medical provider. Any employer required fitness for duty evaluation will be paid for by the School Corporation. Medical evidence may extend to immediate family defined here as spouse, child, parent, stepchild, stepparent, or relative living in your home. Furthermore, the District may require an employee to provide a physician-signed, position-specific fit-for-duty certification when there are reasonable concerns regarding the employee's ability to safely perform the essential functions of the position or when the employee's condition may present a safety risk to the employee or others. Any such request will be job-related and consistent with applicable law. Any provision in this section that is not a permissible topic of bargaining is the policy of the School Corporation and was not bargained.

   If a teacher has worked for another Indiana school corporation prior to being employed by Mooresville Consolidated School Corporation, their accumulated leave days will transfer to Mooresville in the following manner. Beginning with a teacher's second year of Mooresville employment, three leave days per year will transfer from the previous corporation. The transfer of three leave days per year will continue until all accumulated leave from the previous corporation is exhausted.

2. A paid leave day for personal reasons may be granted on the day preceding or following a vacation providing the following conditions are met:
   a. Request is made at least three (3) weeks in advance of the vacation date with approval 2 weeks in advance.
   b. No more than 1 teacher per 15 bargaining unit members (in cases where a sub is needed), or a maximum of 4 in a building may be granted the same day.
   c. That the teacher had not taken a paid personal leave day on the day prior to or

following a vacation in the current or previous school year.

d. Length of service shall take precedence.
e. If after the procedure referred to in a-d above has been applied, and the quota of days referred to in b has not been met, then provision c shall not apply.

Non-student days and make-up days shall not be considered to fall under the above restrictions.

3. No more than three (3) consecutive paid personal leave days may be taken, except as otherwise permitted as specified herein. In calculating the three (3) consecutive days, weekends shall be excluded. For example, a teacher shall not take a personal leave day on Friday and the following Monday, Tuesday and Wednesday as such usage will be deemed to be four (4) consecutive paid personal leave days. If a teacher has a life event and has a need to use more than three (3) consecutive personal leave days, then the teacher must submit a written request to the Superintendent or his/her designee. A "life event" is generally described as an extraordinary once in a lifetime event or an unforeseen and immediate circumstance that requires the presence or attention of the employee and that prevents the employee from performing his/her regular job duties. If the Superintendent or his/her designee denies the teacher's request, then the teacher cannot take the additional personal paid leave day(s) off.

4. The Board agrees not to deduct any paid leave days for a Worker's Compensation approved, physician-mandated absence of a teacher resulting from an injury incurred in the course of a teacher's employment while performing his assigned duties in supervising a school function. During the period of absence, the faculty member's salary and benefits shall continue.

B. **Half-Day Personal Leave/Sick Leave**

From time to time a teacher may need to use a half day of personal leave or sick leave. At the secondary level, a half day is defined as follows: If a teacher is taking leave at the beginning of the day, he/she will be absent during the professional development period and periods 1-3. If a teacher is taking leave the last half of the day, he/she will be absent periods 4-7.

At the elementary level, a half day starts and or ends at noon.

C. **Professional Leave**

A teacher may request professional leave to visit other schools or attend meetings or conferences with the purpose of gaining additional knowledge without loss of compensation or loss of perfect attendance. The nature of the professional leave activity must directly relate to the teacher's role in delivering his/her curriculum, to the teacher's role in any school/corporation assigned duty, or support specific goals of the schools' continuous school improvement plan. The professional leave must be approved by the principal and the Superintendent or his designee.

1. If the teacher is asked to attend a professional meeting by the Administration, registration expenses shall be paid by the Corporation.

D. Bereavement Leave

1. Each teacher shall be granted five (5) school days of absence for a death in the immediate family.
2. The immediate family is interpreted to include spouse, parent, stepparent, sister, brother,

father-in-law, mother-in-law, grandparent, grandchild, child, step-child or any other relative who, at the time of death, was a member of the household of the teacher.

3. Each teacher shall be granted up to three (3) days per year for the purpose of attending the funerals of relatives not covered above, and of close friends.
4. To qualify for bereavement, leave, the employee will be required to present proof to the appropriate administrator immediately upon return to work. A bereavement announcement from the funeral home or evidence of death, such as a copy of the death certificate or newspaper clipping is required.

E. **Sabbatical Leave**

1. An established or professional teacher may request a leave of absence without pay for a sabbatical for professional improvement.
2. A teacher returning from a leave of absence should be given his same position in the same school when he returns. If this is not possible because of unusual circumstances, he shall be given a comparable position.
3. Application for sabbatical leave must be filed in writing to the Superintendent no later than April 15.
4. Sabbatical Leave shall be granted for one (1) school year; a consecutive leave may be granted for one additional year.
5. All board decisions concerning the granting or denying of a sabbatical leave shall be reported in writing to an applicant.
6. A teacher using maternity, adoptive, or extended family illness leave shall not be granted a sabbatical leave the following school year.

F. **Maternity Leave**

Any teacher may request an unpaid leave of absence of up to one year for maternity in accordance with the statutes of the State of Indiana.

G. **Adoptive Leave**

1. An unpaid leave of absence of up to one **(1)** year shall be granted by the Board for an adoptive parent.
2. A written request for adoptive leave must be submitted to the Board at the time the application for adoption is formally accepted by the adoption agency. The leave, however, will actually begin upon physical acquisition of the child.

H. **Extended Family Illness**

An unpaid leave of absence of up to one (**1**) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Upon request of the teacher, this leave may be extended for one (**1**) additional year. Medical documentation of the illness may be required by the Board.

I. **Returning From All Extended Leaves**

1. A teacher returning from a leave of absence should be given his same position in the same school when he returns. If this is not possible because of unusual circumstances, he shall be given a comparable position.
2. The teacher must notify the Superintendent in writing no later than April 1 of the year the leave is in effect, that he/she will be returning for employment at the beginning of the next school year. An exception will be granted with medical proof that the employee cannot yet make that determination. Leaves that may qualify for the medical exception would

include, but not be limited to, maternity or family illness leaves. Failure to comply with this requirement of notification will nullify the right to continued employment.

J. **Civic Duty Leave**

Full salary will be paid for jury selection, jury duty, or if a teacher is subpoenaed as a trial witness. The teacher shall return to the school corporation all remuneration, except mileage allowance, he receives for the rendering of such services. This absence will not result in loss of perfect attendance.

A teacher may be granted upon request a leave with pay to work at the polls on election days. All requests for this leave must be on file in the office of the superintendent at least one (1) week prior to the date of the leave.

K. **Association Leave**

The association shall be granted a total of fifteen (15) leave days, without loss of compensation or loss of perfect attendance, for the Association president or designees to conduct Association business.

In addition, the Association representation for the Central Indiana School Employee's Insurance Trust shall be granted release time for all scheduled trust meetings and/or assigned committees with no loss of compensation or loss of perfect attendance.

L. Other Leaves

Other leaves maybe applied for and granted at the discretion of the Board.

ARTICLE V - INSURANCE

A. **Group Life Insurance**

The School Corporation shall provide for teachers a group life insurance protection plan in the amount of one hundred thousand ($100,000) per teacher. This policy shall include provisions for accidental death and dismemberment. Dependent group life coverage is available at employee's expense to participating employees if offered by the group life earner.

B. **Group Health Insurance**

1. The hospitalization plan shall be with the Central Indiana School Employee's Insurance Trust. Representation to the Insurance Trust will be by one bargaining unit representative and one administrative representative.
2. An optional Dental and Vision plan shall also be made available at employee's expense.
3. The School Corporation shall pay a maximum of $14,107 toward the cost of the family health insurance and 100% minus $1.00 of the single health insurance; except, for those certified employees hired after January 1, 2003 the School Corporation shall pay a maximum of $7,340 toward the cost of the single health insurance. In the event that both husband and wife are teaching in the Corporation, they shall be entitled to a maximum of 1.5 times the Corporation's contribution. Minimum contribution of all participants as regulated by law is $1.00.
4. The premium contributions of the Board set forth above in Article V, Section B, Paragraph 3 will remain in place for the 2026-2027 school year.

C. **Disability Insurance**

The Corporation shall provide a long-term disability insurance policy as currently provided by the Central Indiana Insurance Trust. All teachers shall enroll in the long-term disability insurance plan. Each participating member shall pay $1.00 of the premium cost and the Mooresville Consolidated School Corporation shall pay the balance. The plan shall pay a non-taxable benefit equal to sixty-six and two thirds percent (66 2/3%) of the employee's salary with a two-year mental illness coverage and a five-year "own" occupation definition, plus a rehabilitation rider.

D. **Liability Insurance**

The Board shall continue to carry a liability insurance policy covering teachers in cases of personal injury or property damage while performing their duties and/or carrying out their responsibilities to the Corporation.

E. **Insurance Participation**

A teacher on an unpaid, non-Family Medical Leave Act (FMLA) leave of absence may continue membership in the group insurance program (where permitted by carrier) during the leave period, provided the entire cost of the monthly premium shall be paid by the employee from the time the leave begins until one (1) month after the leave terminates and the employee returns to work. For example, a teacher on a sabbatical leave would be permitted to continue with insurance participation during the leave at the employee's expense.

F. **Retired Teachers**

1. A retired teacher is entitled to participate in the Insurance Program until he/she becomes eligible for Medicare provided the following are met:
   a. He/she has reached the age of fifty (50).
   b. He/she has been involved in the Mooresville Retirement Plan as an active member ten (10) consecutive years immediately preceding retirement and employed a minimum of twenty (20) years of creditable employment with a public employer.
   c. Has retired after June 30, 1986.
2. The retired teacher shall have the option of making premium payments on a Monthly or Quarterly basis, with the first payment being due on or before September 1st of each year. The retired teacher shall pay both the employer's and the employee's share of the premium for the coverage.
3. A teacher who does not desire to remain in the Insurance Program must elect to be excluded.
4. When an employee retires, to be eligible for Mooresville health insurance, the employee must be on the school corporation's insurance plan during the last year of his or her employment.

ARTICLE VI - FRINGE BENEFITS

A. **Free Admission**

Each teacher will receive an admission pass to all school-sponsored events for teacher and one guest.

B. **Sick Leave Bank**

A sick leave bank for teachers shall be maintained within the statutory guidelines. The MCSC Sick Leave Bank Rules are attached as Appendix H.

ARTICLE VII - SEVERANCE OF EMPLOYMENT

A. **Severance of Employment**

Established teachers who are currently teaching and have taught in the Mooresville Consolidated School Corporation for ten (10) consecutive years or more, and have reached fifty (50) years of age, shall receive severance pay as follows:

1. Fifty Dollars ($50.00) for each accumulated sick leave day once the teacher completes his/her 10th year of consecutive service with the Mooresville Consolidated School Corporation. Thereafter, the benefit amount will increase by $1.00 per day for each consecutive year of service. For example, once a teacher completes his/her 10th year of consecutive service with the Mooresville Consolidated School Corporation, then the benefit value of his/her accumulated sick leave days shall be $50.00 per day. Once that teacher reaches his/her 11th year of consecutive service with the Mooresville Consolidated School Corporation, then the benefit value per accumulated sick leave day will increase to $51.00 per day. At the teacher's 12th consecutive year of service, the value will increase to $52.00 per accumulated sick leave day. Once eligible, this benefit will be paid in a lump sum.
2. Three hundred dollars ($300.00) for each year of teaching in the Mooresville Consolidated School Corporation.
3. Should a teacher become permanently disabled before age 50, who meets all the requirements of this article, he/she shall receive 100% of severance pay.
4. The Mooresville Consolidated School Corporation shall, upon determination that the request is bona fide, pay the severance within sixty (60) days of the employee's last pay.
5. Severance payments will be made into the eligible employees' 401(a) Plan account to the maximum allowed by law during the time of employment. The matching requirement does not apply.
6. In the event of the death of a teacher eligible for severance pay, said severance payments will be made into the teacher's Section 401(a) account to the maximum extent allowable by law during the time of employment.

ARTICLE VIII – RETIREMENT

Retirement offerings may be modified following recommendations by the MCSC Investment Committee and the Superintendent, and following approval by the School Board of Trustees. The MCSC Investment Committee is comprised of MCTA representation, representatives of classified positions, and members of the MCSC Business Office.

A. **Retirement Program - 401(a) Matching Plan**

The Board agrees to establish and maintain a qualified 401(a) Retirement Plan (hereinafter referred to as the "401(a) Plan") for all certified employees covered under this collective bargaining agreement. The 401(a) Plan shall be available for all certified employees and will be held by the district-approved recordkeeper. The board shall provide each employee with the opportunity to participate in a voluntary tax-sheltered 403(b) Plan, adopted by the Board and agreed upon by the Association. The 403(b) Plan, which must be held by the district-approved recordkeeper, will include provisions for pre-tax salary reduction contributions which will be matched by equal Board contributions to the 401(a) Plan. The 401(a) Plan contributions will commence October 1, 1999 and continue each October 1st thereafter. The

contributions that will be made to the 401(a) Plan by the Board will be 3.0% beginning October 1, 2004.

Certified teachers hired after January 1, 2004 but before January 1, 2027 may elect to contribute a lesser amount than the maximum and the corporation will match this amount up to the maximum amount for two years from the date of hire. Beginning with their third year the certified teacher must contribute the maximum amount in order to receive the corporation match. Any contributions of less than 3% made during the first two years of service must be made at a defined percentage of either 1% or 2%.

All certified teachers hired on or after January 1, 2027 must contribute the maximum amount of 3% in order to receive the corporation match.

The amount an individual teacher is contributing toward an existing approved qualified plan, including any amount contributed by an individual to the INPRS, shall count toward the required match.

The contributions made by the certified employees and matched dollar for dollar by the Board shall be an amount which reflects the appropriate percent of the certified employees base salary as set forth on the certified employee's Teacher's Contract which corresponds to his or her placement on the Salary Schedule.

The Parties agree that the 401(a) Plan and the 403(b) Plan shall replace the current Early Retirement Plan (see section B) which is found in the contract:

For those certified employees hired in 1998-99 or prior to the 1998-99 school year and retiring after the 2008-2009 school year the current Early Retirement Incentive Plan will remain in effect until the certified employee's 401(a) Plan Offset is greater than the $70,000 benefit he or she would receive under the Early Retirement Incentive Plan. Additionally, these certified employees will receive all interest earned in their Section 401(a) Plan account. The employee's earned interest will not be included as a credit towards the corporation's payment obligation. Certified employees hired prior to the 1999-2000 school year will be 100% immediately vested in the 401(a) Plan.

Upon retirement, the teacher shall receive 100% of his or her 401(a) fund. In addition, the teacher, beginning in the *first* year of retirement, shall receive 100% of the corporation's remaining severance obligation deposited into his or her VEBA.

A certified employee hired in 1998-99 or prior to 1998-99 who retires after the beginning of the 2008-09 school year will, upon request, be provided with a Final Article IX Retirement Accounting Statement. This statement will show what the employee has in his 401(a) account that is being used for the offset calculation.

For the certified employees hired after the 1998-1999 school year, the 401(a) Plan and the 403(b) Plan will replace the current Early Retirement Incentive Plan. Certified employees hired after the 1998-1999 school year will become fully vested in the 401(a) Plan upon the completion of 3 years of service with the school corporation.

The 401(a) Plan shall:

a. Be subject to all applicable Internal Revenue regulations.

b. Have no contract initiation fees charged to the employee.
c. Have no administrative or Plan Document charge to the Board.

B. **Early Retirement Incentive for Employees Hired on or Before 1998-1999**

1. ***Eligibility:*** A teacher currently employed by the Corporation who attains the age of 50 on or before December 31st of the next contract year and who has been employed for at least ten (10) years in the Corporation shall be eligible to participate in the Early Retirement Incentive Plan.

2. ***Accrual of Benefits:*** For each year of teaching in addition to the required ten (10) year minimum the teacher shall qualify for one year's benefit from the Early Retirement Incentive Plan up to a maximum of ten (10) years for retirees after January 1, 2001.

3. ***Application:*** A teacher electing to participate in the Early Retirement Incentive Plan must notify the Superintendent in writing no later than April 1 of his last contracted school year beginning January 1, 2004. The Board may waive the application date.

4. ***Benefits:*** Eligible teachers retiring after January 1, 2001, will receive an incentive equal to $7,000 per year each year eligible to receive the benefit determined under paragraph 2. This amount will be paid on behalf of the Teacher to a VEBA (voluntary employees beneficiary association) account. The total of monies owed to the VEBA account will be paid between January 1-15 of the year following retirement from Mooresville Consolidated School Corporation.

Limit of Benefits: If a retired teacher dies prior to payment of all benefits to the VEBA account, no additional benefits are payable under the Early Retirement Incentive Plan.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1

A. **Definitions**

1. A "grievance" is a claim by one (1) or more teachers, or the Association of a violation, a misapplication, or a misinterpretation of this Agreement.
2. The term "teacher" includes any individual or group of individuals within the bargaining unit.
3. The term "day" when used in this Article shall be school teaching days. During the summer recess, the term shall mean weekdays.

B. The purpose of this grievance procedure is to settle equitably, at the lowest possible administrative level, issues which may arise with respect to specific claims of violation, misapplication, or misinterpretation of the provisions of this Agreement. Both parties agree that these proceedings shall be kept as confidential unless required to be disclosed by law. This shall not preclude the right of any involved parties to communicate as necessary to further the process of the grievance procedure.

C. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with terms of this Agreement and the Association has been given an opportunity to be present at such hearings if the grievant so desires.

Section 2

Level One

A. Within thirty (30) school days of the time that the grievant knew, or reasonably should have known, of the grievance, the grievant shall present the grievance in writing (or notice of intent to file a grievance) to the building principal during non-teaching hours. Within five (5) working days after presentation of grievance, a mutually agreed upon meeting will take place and an answer shall be given in writing by the principal.

B. The grievant shall have the right to have a representative of the Association accompany him/her in any grievance meeting. In such case, the supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present. The principal shall have the right to have another administrator present at the meeting.

Level Two

A. If the grievance is not resolved in Level One, the grievant may, within five (5) days of receipt of principal's answer, appeal to the Superintendent by filing the grievance and the principal's answer, along with any written response of the grievant to the answer of the principal, with the Office of the Superintendent, which shall receipt therefore.

B. The Superintendent, or his designated representative, shall give the grievant an answer in writing no later than five (5) working days after receipt of any written grievance properly filed with the Superintendent.

Level Three

A. Within ten (10) days after receiving the decision of the Superintendent, the grievant may appeal the decision to the Board. The Board shall hold a hearing on the grievance at a regular or special meeting and render its decision in writing to the grievant.

B. The hearing shall be held within fifteen (15) days of receipt of the appeal.

C. The Superintendent shall promptly notify the grievant and the MCTA President of the date, the time, and the place where such appeal shall be heard.

D. The Board's written decision shall be transmitted to the grievant within five (5) days after the hearing.

Section 3

Hearings:

Hearings shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.

Section 4

Other Provisions:

A. Time limits herein may be extended only by mutual agreement, signed by the parties.

B. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievance shall be deemed settled in favor of the grievant and the relief sought

will be granted.

C. Any grievance not advanced from one step to the next within the time limits shall be deemed resolved by the answer at the previous step.

D. Any grievance which arose prior to the effective date of this Agreement or after the termination date of this Agreement shall not be processed.

E. No reprisal of any kind shall be taken by or against any participant.

F. All documents, communication, and records dealing witl1 the processing of a grievance shall be filed separately from the personnel file of the participant and are not valid bases for evaluations or consideration of awarding any professional advantage to such a teacher.

ARTICLE X - TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2026, and shall continue in effect through June 30, 2027.

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, either shall do so by registered letter at the following addresses:

If by the Association to the Board, at

Superintendent's Office
11 W. Carlisle Street
Mooresville, Indiana 46158

If by the Board to the Association, at the MCTA President's School Assignment.

The agreement was made and entered into at Mooresville, Indiana on the dates ratified below, by and between the Board of School Trustees of the Mooresville Consolidated School Corporation, County of Morgan, State of Indiana, party of the first part, heretofore referred to as the "Board," and the Mooresville Classroom Teacher Association, affiliated with the Indiana State Teachers Association referred to as the "Association."

The undersigned attest to the following:

1. A public hearing (Pre-formal Bargaining Hearing) was held in compliance with Indiana law on September 8, 2026. Electronic participation was not available.

2. A public Board meeting in compliance with Indiana law was held on October 29, 2026 to discuss the tentative agreement and electronic participation was not available.

3. A public meeting in compliance with Indiana law was held by the Board on November 10, 2026, for ratification of the tentative agreement. Electronic participation was not available.
This Agreement and the above statements are attested to by the parties whose signatures appear below:

[SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE]

Board of Trustees of Mooresville Consolidated School Corporation



Tim Cummins
President



Matt Saner
Secretary

Ratification Date: November 10, 2026

Mooresville Classroom Teachers Association



Jennifer Butler
President



Mark Burry
Chief Negotiator

Ratification Date: October 6, 2026

APPENDIX A: 2026-2027 SALARY SCHEDULE

"LE" in the salary schedule means literacy endorsement.

LEVEL	BS	BS+LE	BS+18	BS+18+LE	MS	MS+LE
A	$47,500	$47,700	$48,729	$48,929	$49,958	$50,158
B	$48,729	$48,929	$49,958	$50,158	$51,766	$51,966
C	$49,958	$50,158	$51,187	$51,387	$53,574	$53,774
D	$51,187	$51,387	$52,416	$52,616	$55,382	$55,582
E	$52,416	$52,616	$53,645	$53,845	$57,190	$57,390
F	$53,645	$53,845	$54,874	$55,074	$58,998	$59,198
G	$54,874	$55,074	$56,103	$56,303	$60,806	$61,006
H	$56,103	$56,303	$57,332	$57,532	$62,614	$62,814
I	$57,332	$57,532	$58,561	$58,761	$64,422	$64,622
J	$58,561	$58,761	$59,790	$59,990	$66,230	$66,430
K	$59,790	$59,990	$61,019	$61,219	$68,038	$68,238
L	$61,019	$61,219	$62,248	$62,448	$69,846	$70,046
M	$62,248	$62,448	$63,477	$63,677	$71,654	$71,854
N	$63,477	$63,677	$64,706	$64,906	$73,462	$73,662
O	$64,706	$64,906	$65,935	$66,135	$75,270	$75,470
P	$65,935	$66,135	$67,164	$67,364	$77,078	$77,278
Q	$67,164	$67,364	$68,393	$68,593	$78,886	$79,086
R	$68,393	$68,593	$69,622	$69,822	$80,694	$80,894
S	$69,622	$69,822	$70,851	$71,051	$82,502	$82,702
T	$70,851	$71,051	$72,080	$72,280	$84,310	$84,510
U	$72,080	$72,280	$73,309	$73,509	$86,118	$86,318

Appendix B - Compensation Model for Base Salary Increases

The compensation model bargained between the Mooresville Consolidated School Corporation and Mooresville Classroom Teachers Association is set forth herein.

I. Salary Range: $47,500 to $84,310, not including current year increases or TRF contributions.

II. Literacy Endorsement Base Salary Differentiation

Each teacher who newly possesses an Early Literacy Endorsement on their license shall receive a one-time $200 added to their base salary. To receive the $200 literacy endorsement base salary differential for the 2026-2027 school year, teachers must have submitted evidence of the literacy endorsement on their license by June 30, 2026. Effective June 30, 2027, teachers must provide proof of possession of the literacy endorsement on their license by August 15th of each respective school year to receive the literacy endorsement base salary differential.

III. Base Salary Increases

A. Factors and definitions

1. Evaluation rating- The teacher's most recent evaluation result was sufficient to retain employment with the School Corporation.

2. Education - The teacher possesses a master's degree in a content area as defined by the Indiana Department of Education.

3. Meeting Academic Needs – The need to retain all teachers to provide educational continuity for students.

B. Distribution - Each eligible teacher will receive a base salary increase in accordance with the following distribution plan:

1. Evaluation= $750

2. Meeting Academic Needs = $479

3. Education= $579

The total highest possible negotiated base salary increase for eligible returning teachers in the 2026-2027 school year is $1,808. The education factor does not exceed 50% of a teacher's total base salary increase ($579 / $1,808 = 32%). The academic needs factor constitutes at least 10% of the total possible base salary increase ($479 / $1,808 = 26%).

C. Using Salary Schedule in Appendix A for Placement of New Hires

Using the Salary Schedule in Appendix A, for the initial placement purposes only of a new teacher hired by the School Corporation, a "Level" represents a year of teaching service, with "Level A" starting at zero (0) years of teaching service and "Level U" ending at twenty (20) or more years of teaching service. A teacher's initial placement on the salary schedule will typically be in the correct degree column and at the Level which is equal to the years of service the new teacher has accrued with INPRS. However, the Superintendent will place new teachers in the degree column on the salary schedule at a Level he deems appropriate, after consultation with the MCTA President.

Appendix C - Extracurricular Activities Schedule
2026-2027

POSITION	
Schedule I	
Class II Club	546
Elementary Music Program Director	546
Schedule II	
MS Concession Sponsor (Fall) (Winter) (Spring)	877
Class I Club	877
Elementary Head Teacher	877
Freshman Class Sponsor	877
Sophomore Class Sponsor	877
Assistant Student Council	877
MS Academic Coach	877
IASP Elem Act Host	877
Elementary Academic Bowl	877
Math Bowl	877
Spell Bowl	877
Assistant Elementary Robotics	877
Assistant Drama Director	877
Unified Cheer Coach	877
Pickleball	877
Northwood Elementary Musical	877
Schedule III	
HS Student Council	1412
MS Yearbook	1412
Junior Class Sponsor	1412
Senior Class Sponsor	1412
MS Academic Coach / Coordinator	1412
HS Drama Director	1412
HS Academic Coach	1412
Department Heads	
1-3 Members	1399
4-6 Members	1455
7-9 Members	1584

10 or more members	1688
HS Concession	1412
HS FFA Assistant Sponsor	1412
HS Education Professions Sponsor	1412
HS Dance Team Sponsor	1412
HS DECA Club Sponsor	1412
HS Newspaper	1412
Lead Elementary Robotics	1412
Asst. E-Sports	1412
Champions of Character Sponsor	1412
Food Pantry Coordinator	1412
National Honor Society	1412
Schedule IV	
IASP Academic Super Bowl Coordinator/Coach	1957
MS Asst. Swimming	1957
MS Diving	1957
MS Asst. Robotics Sponsor	1957
HS Asst. Robotics Sponsor	1957
MS Asst. Baseball Coach (7 & 8)	1957
MS Asst. Softball Coach (7 & 8)	1957
MS Asst. Boys Basketball Coach (7 & 8)	1957
MS Asst. Girls Basketball Coach (7 & 8)	1957
HS Unified Track Team Coach	1957
MS Unified Track Team Coach	1957
HS Unified Football	1957
MS Unified Football	1957
Color Guard (Summer) (Winter)	1957
Percussion (Spring) (Summer)	1957
Schedule V	
7^{th}-8^{th} Boys Cross Country	2496
7^{th}-8^{th} Boys Tennis	2496
7^{th}-8^{th} Girls Tennis	2496
7^{th}-8^{th} Girls Cross Country	2496
7^{th}-8^{th} Girls Track	2496
MS Boys Golf	2496
MS Girls Golf	2496
MS Baseball	2496

MS Head Swimming	2496
8th Boys Track	2496
MS Volleyball	2496
9th Volleyball (Boys and Girls)	2496
MS Asst. Wrestling	2496
MS Softball	2496
7th-8th Boys Soccer	2496
7th-8th Girls Soccer	2496
HS Robotics Team Sponsor	2496
MS Robotics Team Sponsor	2496
Head e-Sports Coach	2496
Varsity Asst. Cheerleader (Fall) (Winter)	2496
HS Asst. Journalism Broadcaster	2496
Schedule VI	
MS Choral	3040
HS Asst. Track	3040
HS Asst. Boys Soccer	3040
HS Asst. Girls Soccer	3040
HS Asst. Volleyball (Boys and Girls)	3040
MS Head Wrestling	3040
HS Event Manager	3040
MS Event Manager	3040
HS Asst. Boys Tennis	3040
HS Asst. Girls Tennis	3040
HS Asst. Girls Golf	3040
HS Asst. Boys Golf	3040
HS Asst. Girls Cross Country	3040
HS Asst. Boys Cross Country	3040
MS Cheerleader Sponsor	3040
HS Cheerleader Coach (Fall/Winter)	3040
Schedule VII	
7th Girls Basketball	3578
8th Girls Basketball	3578
7th Basketball	3578
7th Football	3578
8th Basketball	3578
8th Football	3578

MS Asst. Football	3578
9th Wrestling (Boys and Girls)	3578
HS Asst. Baseball	3578
HS Asst. Softball	3578
HS Head Boys Tennis	3578
HS Head Girls Tennis	3578
HS Boys Cross Country	3578
HS Girls Cross Country	3578
HS Boys Golf	3578
HS Girls Golf	3578
FFA Sponsor	3578
Schedule VIII	
HS Asst. Wrestling (Boys and Girls)	4128
Orchestra	4128
HS Yearbook	4128
Schedule IX	
9th Boys Basketball	4880
9th Girls Basketball	4880
9th Football	4880
HS Boys Soccer	4880
HS Girls Soccer	4880
Head Boys Track Coach	4880
Head Girls Track Coach	4880
Auditorium Director	4880
MS Band (HS Asst.)	4880
Schedule X	
HS Asst. Boys Basketball	5430
HS Asst. Girls Basketball	5430
HS Asst. Football	5430
HS Asst. Swimming	5430
HS Diving	5430
HS Head Volleyball (Boys and Girls)	5430
Strength Coach (school year)	5430
Strength Coach (Summer)	5430
Schedule XI	
HS Band Director	6514

HS Choral Director	6514
HS Head Baseball	6514
HS Head Softball	6514
HS Head Wrestling (Boys and Girls)	6514
HS Head Swimming	6514
HS Broadcast Journalism	6514
Schedule XII	
MS Athletic Director	7595

If the Administration hires an assistant coach for a sports team, then the head coach stipend for the sport may be divided among the head coach and assistant(s) as is agreed by the head coach and the assistant(s).

The School Corporation will be forming an ECA committee that will meet throughout the 2026-2027 school year to conduct a comprehensive review of the current ECA schedule. The ECA committee will be making recommendations to the bargaining teams for future consideration. This provision is included for informational purposes only and was not bargained.

Appendix D - ECA Guidelines and Definitions

Any information in **Appendix D beyond wages was not bargained and is included for informational purposes only.**

A. **Athletic Schedule Addendum**
A coach may be allowed to hold two positions in the same sport with salary to be full pay for highest paid position and ½ pay for lower paid position.

B. **Definition of a Theatrical Production**
All theatrical productions, to qualify for payment under the Master Agreement, must be approved by the building principal and the superintendent of schools before the performance. The following criteria will be used in determining payment eligibility:
1. Auditions for each production must be open to any student who wishes to try out.
2. Rehearsals must be held after the regular school day.
3. Productions must have a unifying theme of 2 or 3 one act plays, or a variety show.
4. There must be speaking parts available.

C. **Guidelines for Payment for Clubs**
1. Payment for clubs shall be determined by the following criteria:
   a. **Class** I -Nine or more meetings or activities outside school time each semester. (Field trip activities will equal two sessions.)
   b. **Class** II - Four to eight meetings as above.

D. If the responsibilities of a single extra-curricular position are performed by two or more individuals, then the stipend will be divided among the individuals performing the responsibilities with the approval of the Superintendent or designee.

E. Teachers who create a new extra-curricular club or activity outside of the formal bargaining timeline understand that they will not be compensated unless and until the parties bargain a stipend for the extra-curricular club or activity during the next open window of formal bargaining.

APPENDIX E -ANCILLARY DUTY COMPENSATION

The following ancillary duties will be compensated in accordance with the provisions herein:

A. **Compensation for Coverage of Classes**
In the event that teachers with one preparation period are needed to cover classes, the teacher shall be compensated according to the following guidelines:

(1) Each teacher may be compensated for one period during a school day.
(2) When a secondary teacher has accumulated six periods or a total of 300 minutes at the elementary level, he/she will be given credit for one leave day. (3) If a classroom of students is divided so that five or more students are added to another teacher's classroom for one-half day or more, that teacher shall be given credit for 1/6th of a school day.

The above compensation does not apply to the inclusion time that a special needs teacher would spend in a classroom. If a substitute is not available for a special needs teacher, the regular education teacher would have sole responsibility for his/her students during the assigned time of the special needs teacher without any additional compensation.

Teachers must earn a complete leave day before the time may be used. Periods and time recorded in the building spreadsheet will carry over from one school year to the next. If a teacher is transferred within the corporation, the periods and time earned will carry over to the newly assigned building. These days may then be used in half-day or full-day increments and may accumulate from year to year.

B. **Compensation for Academic Tutoring**
When funds are available through the Academic Honors Diploma program or other state, federal, or privately funded grants, teachers will be paid at their regular hourly rate for small group tutoring before or after school hours for the purpose of assisting AP/ACP students or dual credit students in mastering coursework, provided all hours worked by the teacher are approved in advance by the building principal.

When funds are available through the Remediation Grant or other state, federal or privately funded grants, teachers will be paid at the beginning teacher hourly rate for small group academic tutoring before or after school hours for the purpose of assisting targeted students in mastering the Indiana Essentials Skills or in passing the required state assessments. Tutoring programs must meet predestinated criteria and be approved by the Director for Curriculum/Instruction/Assessment.

C. **Compensation for Corporation Committees**
Teachers that hold positions on the following Corporation Committees shall be paid a stipend of $15.00 for each meeting that the teacher is required to be present before or after school (excludes Department Chairpersons when meeting/event involves their department's duties.)

Corporation Committees: Technology, Textbook Adoption, School Improvement and Professional Development Committee.

D. **Compensation for Special Education Conferences**
Teacher-of-record who conducts case conferences outside the regular teacher day for a minimum of three hundred (300) minutes will be eligible to receive the Schedule II stipend.

E. **After School Events and Programs**
Teachers who work extracurricular events and programs under the direction of the Administration shall be paid at the rate of forty-two dollars and forty cents ($42.40) per event/program. Any event over 3 hours in length will be paid at an additional ten dollars and sixty cents ($10.60) per hour. After school events and programs include the following: athletic events, music programs, drama productions, and their annual Back to School Night.

F. **Compensation for English Language Learner (ELL) Lead Teachers**
Teachers serving as an English Language Learner (ELL) Lead Teacher shall be paid an annual stipend of $750.00.

G. **Compensation for Curriculum and Professional Development Work**
Teachers who perform curriculum and professional development work with the approval of their Principal outside of the contracted day will be paid $25.00 per hour.

H. **MS FFA Sponsor**
The MS FFA Sponsor will have 15 extended contract days on the regular teacher contract. This provision is for informational purposes only and has not been bargained.

I. **Compensation for Special Education Teachers Assigned Additional Duties as TOR**
Teachers who serve as the teacher-of-record (including completing IEP documents and holding case conferences) for students on another teacher's caseload may be eligible to receive the Schedule II stipend (which is $877) for each nine weeks of the semester (maximum of two stipends per semester). This will be assigned by the Special Education Director.

APPENDIX F- ONE-TIME STIPENDS

The parties have bargained and agreed to the following one-time stipend payments for teachers meeting the requirements to receive such stipend:

A. Perfect Attendance/Exceptional Attendance Stipend

Teachers who have perfect attendance in any one school year shall be awarded a one-time stipend equal to that teacher's per diem salary for two days to be paid at the end of the school year. Teachers with exceptional attendance who have missed only one day in any one school year shall be awarded a bonus equal to that teacher's per diem salary for one day to be paid at the end of the school year. Professional leave, school field trips, jury duty, and any bereavement days approved with documentation shall not count against perfect attendance for purposes of this Stipend.

Appendix G - Grievance Form

Distribution:
1. Superintendent 2. Principal 3. Association 4. Teacher
(To be completed in quadruplicate)

Name of Grievant(s): _____

Date of Alleged Violation: _____

Name of Other Employee(s) Involved, if any: _____

Identification of Specific Provisions of Agreement or Board Policy Violated or Misinterpreted:

_____

Statement of Pacts Giving Rise to the Grievance and Contention of Grievant:

_____

Specific Relief Requested:

_____

_____

_____

_____
Signature of Grievant(s)

Received by: _____ Date: _____

Level of Process and Referral Date: _____

D Principal

Received Date: _____
Decision Date: _____

By: _____
(Attach Response)

D Superintendent

Received Date:
Decision Date: _____

By: _____
(Attach Response)

APPENDIX H: SICK LEAVE BANK

For Bargaining Unit Certified Employees

Any information in Appendix H beyond benefits was not bargained and is included for informational purposes only.

I. Purpose:

To provide sick leave to contributors to the Sick Leave Bank (hereafter referred to as the Bank) after their accumulated leave has been exhausted - specifically to provide such leave from the Bank in cases of prolonged absence from work due to illness or accident. For the purpose of this agreement, an Illness is defined as physical or mental impairment, verified by a licensed medical physician, that would prohibit the individual from performing some or all job duties for a period of ten working days or more. The Bank rules and guidelines are as follows:

II. Voluntary Sick Bank Committee for Certified Employees:

A. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank: and to provide the information necessary to the corporation Human Resources department. This committee shall be empowered to adopt the rules and regulations, and to make decisions required to administer the Bank; so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee shall be titled the "Mooresville Voluntary Sick Bank Committee for Certified Employees" (hereafter referred to as the Certified SBC or SBC). The Certified SBC shall be composed of the following five (5) persons.

1. The Superintendent of the Mooresville Consolidated School Corporation or his/her designee.
2. The President of the Mooresville Classroom Teachers Association or his/her designee.
3. Three (3) association members; These members are to be appointed by the president of the MCTA shall provide representation from the elementary, junior high, and senior high levels.

B. Should a vacancy occur on the Certified SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment, and from the teaching level of the original appointment.

C. One (1) of the four (4) Association Certified SBC representatives will be selected to act as chairperson of the Certified SBC. The president of the MCTA shall designate the chairperson prior to the first meeting of the Certified SBC.

D. The Certified SBC shall be responsible for developing the forms needed to operate the Bank.

E. All decisions of the Certified SBC shall be made by a majority vote of the entire committee.

III. Effective Date:

A. The effective date of the Bank will be September 1, 1976. Enrollment in the Bank by eligible certified personnel will begin August 27, 1976.

B. The Bank will become operational only after fifty percent (50%) or more of the members of the bargaining unit have shown their willingness to participate in-the Bank by contributing the individually required number of days to-the Bank. The individually required number of days is set forth in Section V.

C. Enrollment in the Bank shall be open during the first 30 contractual school days of any school year and during an annual Open Enrollment period. Any certified and eligible classified personnel who have been employed by the Mooresville Schools may take part by paying all back assessment. Certified and

eligible classified personnel employed after the beginning of the school year may enroll the first 30 contractual school days following the date of employment or during the annual Open Enrollment period.

D. Once membership is established for any certified or eligible classified personnel, said membership shall continue from year to year unless the participator initiates a request in writing that the membership be canceled.

IV. Participants:

The Bank shall be established for all personnel of the Mooresville Schools who are employed on a "regular teacher's contract" and who indicate their wish to participate by contributing the individually required number of days as indicated in Section V. Certified and classified employees who are employed outside of a regular teacher contract but who are benefit-eligible may also participate by contributing to the individually required number of days indicated in Section V.

V. Rules. The Bank shall be administered by the SBC in accordance with the following provisions:

A. Any person wishing to participate in the Bank shall be required to donate at least one (1) day of their accumulated sick leave to the Bank.
B. Should the total number of days in the Bank fall below twenty (20) days prior to May 31 in any school year, each participant shall be required to donate one (I) additional day of their accumulated sick leave to the Bank. A participant not able to donate the additional day must pay the Bank in monetary value and he/she cannot make use of the Bank until this day is donated. The additional day will be donated as soon as new sick leave is granted. No participant shall be required to donate more than two (2) days per school year. Otherwise, participants shall not be required to donate after their initial membership donation.
C. A participant may be granted up to ninety (90) sick leave bank days per school year.
D. All days once donated to the Bank become the property of the Bank and are no longer identified as belonging to the individual contributor.
E. The Bank shall be used only by the individual contributor for his/her personal illness.
F. Days from the Bank shall be used only for those workdays that the individual contributor is employed using the district calendar of workdays for that employee's respective position. Certified and classified personnel on leave of absence shall not be eligible to draw days during the leave. Maternity leave is not considered an illness or a qualifying experience outside of a troublesome delivery that leads to physical or mental impairment. Situations involving troublesome delivery will be considered by the Superintendent who will make a decision regarding qualification based on available information including Mooresville Voluntary Sick Bank Committee recommendations.
G. All requests for days from the Bank must be submitted in writing to the appropriate SBC on the prescribed form. Such a request may be submitted by the participator or by a maybe of his/her family on his/her behalf. The teacher's building representative may apply in the event there are no close relatives.
H. Any person requesting days from the Bank must have made his/her proper contribution to the Bank and met all eligibility requirements.
I. A person shall not be able to withdraw days from the Bank until his/her own accumulated sick day leave is depleted and a waiting period of five (5) consecutive work days without pay are completed. These five (5) days must be after the onset of the illness for which Sick Bank days are being requested.
J. Days granted from the Bank shall be used only for extended illness. The SBC will consider an extended illness to be one that involves ten (10) or more working days. The SBC shall exclude the borrowing of any fraction of days.
K. The SBC shall have the right to limit the number of days granted from the Bank.
L. Periodic reviews by the SBC of all Bank use shall be made. No use shall extend beyond twenty (20) working days without the review by the SBC.

M. When retiring or leaving the profession, any participating certified or classified personnel may contribute additional unused accumulated sick leave days to the appropriate s Bank.

N. Any participating employee may donate accumulated sick days to another person's sick bank account if that person needs additional days to pay back the Bank, but certified employees may only donate days to certified employees and classified employees may only donate days to classified employees.

O. Any request for days from the Bank shall be acted upon by the appropriate SBC. The SBC shall review and recommend to the Human Resources – Benefits Specialist approval or denial of all requests to draw on the Bank within ten (10) working days after which such request is received by the committee chairperson. The SBC shall also make its decision known to the applicant in writing within this ten (10) day period.

P. All decisions of the SBC are subject to not more than one (I) appeal to the Sick Bank Appeals Board.

VI. Appeal Process:

A. An appeal board will be established composed of the following six (6) persons:

1. The Superintendent of Schools of the Mooresville consolidated School Corporation or bis/her designee.
2. The MCTA President or his/her designee.
3. Four (4) members will be appointed: one (I) by the Mooresville Superintendent of Schools; and three (3) by the MCTA President, one (I) from each school level. The elementary teachers are to be from a different school than the elementary SBC member.

B. The MCTA President or his/her designee will act as chairman of the Appeal Board.

C. If a request for the use of sick leave days is denied.by the SBC, then the applicant may appeal the committee's decision to the Appeal Board within ten (10) working days after the denial. All decisions of the appeal Board must be a majority vote. If there is not a majority vote, the appeal will be denied. All decisions of the Appeal Board are final and binding.

D. The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.

E. The Bank is excluded from the grievance procedure,

F. The Appeal Board will not be subject to any legal actions.

VII. Participating Members Agreement:

A. The SBC will review each case as required.
1. The SBC reserves the right, if necessary, to limit the number of days granted.
2. A participator in the Bank may be required to furnish a medical report from a licensed physician at any time before or during the time of use of the Bank. The medical review will be at the expense of the member.
3. The Board reserves the right to require a second medical opinion, at the expense of the applicant, and the physician may be named by the SBC.

B. A recipient of days from the Bank who stays in the employment of Mooresville Schools shall be required to repay those days at the rate of three (3) days per school year unless the Sick Bank has been repaid by donations from other teachers.
1. Repayment will begin with the first pay of the school year immediately following withdraw of days from the Bank.
2. If a participant remains an employee of the Mooresville Schools and decides to withdraw from the Bank, any days donated remain the property of the Bank and any days owed the Bank shall be deducted the same as if the person was continuing to be an active member until these days are repaid.
3. If a participant is granted a board-approved leave of absence for an entire school year, the participant will not be required to repay the bank the three (3) days during that leave. Upon return from leave, the participant will resume repayment to the bank at the rate of three (3) days per school year. (added 2005)

C. A recipient of days from the Bank who leaves the employment of Mooresville Schools shall be required-to repay any accumulated sick days to the Bank as payment of the days owed.

D. A recipient who retires or becomes totally disabled still owing the Bank must repay the Bank any accumulated sick days up to the number owed prior to applying for severance pay on bis/her accumulated sick leave. This is not to include severance pay for years of service.

E. The estate of a recipient who dies still owing the Bank is not required to repay the Bank as in section D. above (rev.2005)

F. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank shall, as a condition to such application, agree in writing substantially as follows:

"I specifically acknowledge and agree that the granting of days from the Voluntary Sick Bank shall be at the sole discretion of the Sick Bank Committee or, in the event of an appeal, the Appeal Board, and that all decisions of the Sick Bank Committee or the appeal Board will be final and binding. I further agree to abide by such decisions and to indemnify and hold harmless the Mooresville Classroom Teachers Association, the SBC, and the Appeal Board and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

G. When an employee donates days to the Bank, he/she agrees to all the above stated rules for administration of the Bank and agrees to abide by the stated rules.

VIII. Annual Report:

An annual report of the Bank will be published on or before February 1 for each budget year the Bank is in operation. This report will be published by the Association Sick Bank Committee for Certified Employees and approved by the Superintendent of Schools and the President of the Association prior to publication. The report shall include a statement of the number of days contributed to the Bank, the number of days granted from the Bank, the number of days remaining in the Bank, and the total cost of the days granted.