

Monroe-Gregg Schools



CONTRACT

BY AND BETWEEN THE BOARD OF TRUSTEES AND
THE MONROE-GREGG TEACHER'S ASSOCIATION

2017-2019

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PREAMBLE

THIS CONTRACT ENTERED INTO THIS 25 DAY OF OCTOBER 2017, BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE MONROE-GREGG SCHOOL DISTRICT, HEREINAFTER CALLED THE "BOARD" AND THE MONROE-GREGG TEACHER'S ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

ARTICLE I

A. RECOGNITION

The Board hereby recognizes the Monroe-Gregg Teachers Association as the exclusive representative of the teachers in the School District except the following:

1. Superintendent
2. Assistant Superintendent
3. Principals
4. Assistant Principals
5. Athletic Director
6. Administrative Assistants (Non-Teaching)
7. Substitute Teachers not on temporary contract
8. School Nurse
9. Attendance Officer
10. Guidance Counselor
11. Dean of Students
12. Auditorium and Communications Director
13. All employees not on a standard or temporary teacher's contract

B. DEFINITIONS

Bargaining Unit – shall refer to the certificated personnel employed by the Monroe-Gregg School District except for those excluded in Article I, Letter A)

Collective Bargaining –a process of negotiation between employers or their representatives and a union/professional association on salary, wages and other wage-related fringe benefits

Day-shall refer to calendar days and not weekends unless school was in session on the weekend

Exclusive Representative – an employee organization which has the right to solely represent the bargaining unit for purposes of collective bargaining

M-GTA- refers to the Monroe-Gregg Teacher's Association

Sick Bank –a bank of days that exists to provide sick leave to its members after their accumulated sick leave has been exhausted, and to provide such leave in cases of prolonged illness

Sick Bank Committee- the body charged with the administration of the Sick Bank

Status Quo Contract – a teacher will remain under a status quo contract until negotiations have been finalized and at that time a new current contract has been ratified.

Temporary Contract –a contract issued to a teacher who is replacing a Monroe-Gregg teacher on a Board-approved leave of absence

VEBA – Voluntary Employee Beneficiary Association

ARTICLE II

CONTRACT INTERPRETATION PROVISIONS

A. Entire Agreement

This Contract supersedes and cancels any and all previous contracts or agreements between the Board and the Association and constitutes the entire agreement between parties.

B. Waiver

All bargainable issues have been discussed during the bargaining leading to this Contract, and no additional bargaining on said issues will be conducted on any items, whether contained herein or not, during the life of this Contract.

C. Severability

Should any Article, Section, or Clause of this Contract, or any rider thereto, be declared illegal by any court of tribunal 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.

D. Individual Teaching Contract

Any individual teaching contract between the Board and an individual teacher shall be consistent with the terms and conditions of this Contract. If any individual teaching contract made subsequent to this Contract contains any language inconsistent with this contract, this Contract shall prevail.

ARTICLE III

COMPENSATION AND EXPENSES

Section 1 - Compensation

- A. The parties agree that the regular salary of each teacher shall be in accordance with the Compensation Model set forth in Appendix A only.
- B. The parties agree that the extra-curricular salaries shall be in accordance with the schedule in Appendix B.
- C. Pay Dates
 - 1. Teachers shall be paid twenty-six (26) times a year on every other Friday. Teachers newly hired by the corporation may elect to receive their salary in 27 pays for the first year of service. Newly hired teachers will receive the first of their 27 paychecks on the date that returning teachers receive their 26th check for the previous school year. Teachers newly hired or returning from unpaid leave after the start of the school year will have his/her pay allocated among the remaining pays with the first check being the pay day for the pay period for the teacher's first day of work. Teachers who are employed for temporary assignments or curriculum writing will be paid at a biweekly interval.
 - 2. Except as otherwise specifically provided hereinafter, but otherwise in accordance with section 409A of the Internal Revenue Code and the Treasury Regulations thereto ("409A"), the time or schedule of any payment of salary will not be accelerated.
 - a) A teacher who severs employment during or at the end of the school year will receive a lump sum pay on the pay date for the pay period in which the last day of work occurred.
 - b. Teachers who die and have remaining pays to be paid, the school district will prepare the lump sum check for the pay date in which the teacher passed away and will be submitted pursuant to Indiana Law.

The foregoing provisions shall be construed and administered in a manner to comply with 409A and shall not be amended or terminated in a manner that would cause a teacher's salary to be subject to early inclusion in income as provided in 409A.

- D. All adjustments to salary, as a result of additional training within the teacher's content area shall be effective at the beginning of each school year. A certificate of additional training must be on file in the Superintendent's office by September 1.
- E. Teachers on part time contracts of 50% or more will receive compensation and benefits at a rate commensurate with the amount of time the contract is for. The salaries and benefits for teachers employed on a supplemental service contract shall be determined by the Superintendent.
- F. The Board will pay the teachers' three percent (3%) contribution to the Indiana State Teachers' Retirement Fund.
- G. Each Teacher will receive an estimated compensation worksheet under the implementation of a new compensation model. The parties acknowledge this is an estimated worksheet that provides an estimate. With the payroll computer system, there may be a minor rounding and further adjustments in the last check.
- H. Compensation for teachers teaching in State approved summer school programs shall be computed in accordance with State Law.
- I. Teachers on an extended contract approved by the Superintendent and the Board, will receive compensation to cover additional hours worked. The number of additional hours shall be determined by the Superintendent and the Board. The rate of pay shall be commensurate with the teachers contracted daily rate. (The reference to-hours herein has not been bargained by the parties but rather is included for information purposes only.)
- J. The Board will provide a 403(b) matching annuity program of up to two percent (2.0%) of each teacher's salary on the salary schedule.
- K. Teacher of Blind and Low Vision (TBLV) will work ½ day as a Special Education Teacher and ½ day will provide services to Blind/Low Vision students in surrounding school districts, with which M-GSD has an agreement. TBLV will continue to be employed on a Regular Teacher Contract, but will receive reimbursement to cover the expenses of a cell phone (at the approved corporation rate), mileage (at the approved corporation rate), and the additional hours worked due to traveling and differing school schedules. Should this assignment end, TBLV will retain a full-time teaching position and benefits in the Monroe-Gregg School District.
- L. When a teacher is requested by the Board to attend a meeting outside the school district, reimbursement for approved expenses will be made. Mileage will be paid at the current IRS rate.

Section 2 – Expenses

- A. The Corporation will pay for mandatory background checks for any current employee.
- B. Annual Buydown of Leave Days - Beginning with the 2008-09 school year, the new maximum accumulation of Leave Days shall be one hundred and twenty (120) days. If a teacher reaches the cap of one hundred and twenty (120) days in any given year, that teacher shall also receive the annual allotment of ten (10) days. Unused leave days will be available to be sold in the Annual Buydown in July.
 - 1. The Board will buy such unused leave days at the end of each school year at the rate of forty-five dollars (\$45.00) per day for teachers with an unused leave accumulation of more than one hundred and twenty (120) days. No deductions will be made for FICA or any other tax. This benefit is currently being funded from the pension bond proceeds.
 - 2. The money shall be deposited into the individual teacher's 401 (a) account with the 401(a) provider, which has been established by the Board for each teacher. Said 401 (a) shall be immediately vested.
 - 3. Teachers will be notified by the central office at the beginning of the school year the number of days purchased in the Annual Buydown and will be instructed as to how to set up a 401(a) account if they do not already have one from the original Pension Bond Buyout which only affected teachers hired prior to January 1, 2006. (This language has not been bargained, but is included for informational purposes only.)

Section 3 - Dues Deductions

The Board agrees to deduct from the salaries of teachers who are members of the Association the dues of such Association as such teachers voluntarily and individually authorize on forms provided by the Association in twenty (20) equal deductions.

Teachers who authorize deductions shall continue as members of the Association and have dues deducted each year unless the school corporation receives written notification from the Association. Membership shall be on a continuing basis unless revoked, in writing, by the employee through the Association between the dates of August 1st and August 31st.

Dues shall be remitted to the Association in the following manner.

- Dues deducted shall be paid by check within one week of the deduction, to the Association Treasurer. The check will be held in the Superintendent's Office for pickup by Association Treasurer or President(s).

ARTICLE IV

LEAVES

The parties agree that teachers will use leaves in this section only for the purposes stated within this contract.

Section 1 - Sick Leaves and Personal Leaves

A. Sick Leave

Sick leave shall be credited annually to each teacher.

1. Ten (10) days per year.
2. Sick leave days shall accumulate to a total of 120 days. (See Article III, Section 2 for Buy Down of Days).
3. Sick leave accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.
4. The yearly allotted sick leave credited to a teacher may be used for family illness. The "immediate family" is interpreted to include only spouse, father, mother, stepparents, son, daughter, sister, brother, grandparent, mother-in-law, father-in-law, grandchildren, stepchildren, son-in-law and daughter-in-law, brother-in-law, sister-in-law and fiancé of the teacher or others residing in the immediate household.
5. The number of personal and sick leave days of each teacher will appear on the record portion of the direct deposit advice statement. (This language has not been bargained, but is for informational purposes only.)
6. Teachers who have accumulated sick leave in another Indiana school corporation and who are transferring into Monroe-Gregg Schools for the first year will be permitted to transfer 3 days per year of accumulated sick leave to this school corporation.

B. Catastrophic Illness Leave Bank

The volunteer Catastrophic Illness Leave Bank for teachers permits a teacher, as defined herein in Article 1, who is absent from assigned duties due to catastrophic personal illness, injury, or incapacitation of the teacher, teacher's spouse/fiancé, or a teacher's child living in the household and who had utilized all sick leave, personal leave, and all other paid leave benefits of whatever nature may petition a committee, as established herein, for sick leave days from the Bank under the following conditions:

1. The number of accumulated days in the Bank shall not exceed one hundred fifty (150) days, provided, however, that
 - a. a veteran teacher who is not a current member of the Bank may become a member by contributing one (1) sick day to the Bank not earlier than August 1st nor later than August 15th of any school year, and
 - b. a teacher who is newly hired in the School District shall have fifteen (15) days from the first day of work. During which time, such teacher may choose to participate in the Bank by contributing one (1) sick leave day, even though such contribution by such veteran or newly hired teacher would cause an accumulation of days in excess of the maximum specified herein.
 - c. In the event that the number of accumulated days in the Bank at the beginning of a school year is of sufficient number that a contribution of one (1) sick leave day by all teachers who are current members of the Bank would cause the maximum number of days specified herein above in Paragraph One (1) to be exceeded, the current year's contribution by all such current members shall be suspended.
 - d. In the case the Bank reaches a balance of 20 days during the school year, the current year's contribution can be assessed at that time. This decision will be made by the Catastrophic Illness Leave Committee.
2. Said teachers may be granted days from the Bank under the following conditions:
 - a. The teacher must have chosen to become a current member of and participate in such Bank by contributing one (1) sick leave day to the Bank between August 1st and August 15th each year. This contribution is nonrefundable to the employee. Once membership is established for any certified personnel, said membership shall continue from year to year unless the participant makes a request in writing that the membership be canceled.
 - b. The teacher must have utilized and exhausted all paid leave benefits including said teacher's own accumulated sick leave and personal leave;
 - c. Days from the Bank shall be granted for catastrophic or critical illness, injury, or incapacitation, which necessitates an absence from work for five (5) consecutive days or longer.
 - d. Written certification substantiating the illness must be provided from said teacher's physician. The Committee reserves the right to require a second medical opinion at the expense of the applicant and the physician may be named by the Catastrophic Illness Bank Committee.

- e. Written application must be made no later than twenty (20) days after exhaustion of said paid leave benefits;
 - f. Effective 2007-2008, upon resumption of employment after using days from the Bank, said teacher shall repay the number of days owed to the Bank at the rate of two (2) days per year for one (1) to ten (10) days borrowed, three (3) days per year for eleven (11) to twenty (20) days borrowed, and four (4) days per year for twenty-one (21) to thirty (30) days borrowed; this amount is in addition to continuing to contribute one (1) day per year as provided herein above in Paragraph 2(a).
 - g. If a participant remains an employee of the Monroe-Gregg School District 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.
 - h. A recipient who leaves the School Corporation and still owes days to the Catastrophic Illness Leave Bank must transfer accumulated sick leave or personal business leave days, if available, to the Bank as repayment toward the days granted.
 - i. A recipient of days from the Bank who leaves the employment of the Monroe-Gregg School District shall be required to repay any accumulated sick days to the Bank as payment of the days owed. 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 retirement. The estate of a recipient who dies still owing the Bank is not required to repay the Bank as stated above.
 - j. 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 days during that leave. Upon return from leave, the participant will resume repayment to the Bank as specified in Paragraph (g) above.
3. A five (5) member Catastrophic Illness Leave Bank Committee shall be established to receive written requests and allot days from the Bank according to the provisions herein, under guidelines established by the committee. The committee shall be composed of three (3) persons appointed by the Association and two (2) persons appointed by the superintendent. Days allotted by the committee to an individual teacher shall be available for use after exhaustion of the teacher's said paid leave benefits, and such allotment to a teacher by the committee shall not exceed a maximum total of thirty (30) days. The committee shall be limited to a total allotment for all teachers of one hundred fifty (150) days per year.

4. Any days granted by the committee to an individual teacher shall terminate effective the earliest date as hereinafter provided:
 - a. The day after the last day of the term of employment for the school year, or
 - b. The day after the last day of allotted number of days granted by the committee, or
 - c. The first day of return to employment subsequent to the granting of days by the committee.

5. The Bank is excluded from the grievance process.

C. Personal Leave

Teachers shall be granted three (3) days leave per school year for the conducting of personal business with pay.

1. This leave is to be used for matters, which cannot be scheduled outside regular school hours.
2. Unused personal days shall accumulate to six (6) days. Any days accumulated over six (6) days shall revert to sick leave. No more than one personal leave day shall be used by teachers involved in ISTEP/achievement testing, or by teachers involved in giving final exams at the end of each semester. No more than one personal leave day may be used immediately before or after Christmas, Thanksgiving or Spring Break. At no other time can more than five (5) personal days be taken consecutively.
3. Notification of personal leave should be made one (1) day prior to such leave except in cases of emergency.
4. The applicant's reason for taking personal leave shall be to state that he is taking it under the provisions of this contract.
5. Teachers shall be permitted to take one-half (1/2) days of personal leave which shall be recorded as one-half (1/2) days of personal leave upon approval of building principal.

D. Family Bereavement Leave

1. Each teacher shall be granted six (6) work days of absence after a death in the immediate family. These days need not be used consecutively, but must be used within six months (6), unless the teacher provides written proof that he/she is the executor of the relative's estate, in which case the leave must be used within one (1) calendar year of the death. In the event of a multiple death involving spouse/fiancé and/or children, two (2) additional days will be allowed.
2. The "immediate family" is interpreted to include only spouse, fiancé, father, mother, stepparents, son, daughter, child of fiancé, sister, brother, grandparent, mother-in-law, father-in-law, grandchildren, stepchildren, son-in-law and daughter-in-law or others residing in the immediate household. These days are above and beyond sick and emergency leave.
3. Each teacher shall be granted two (2) work days of absence after a death in the extended family. The "extended family" is interpreted to include aunt, uncle, niece, nephew, brother-in-law, sister-in-law, and first cousin.

Section 2 - Maternity, Paternity and Adoption Leave

- A. Maternity Leave -In Accordance with IC 20-28-10-1 and 20-28-10-5
- B. Paternity Leave

Upon the birth of a child, the father who is a teacher, shall be granted up to three (3) consecutive days of sick leave which will not be charged against the teacher's available sick leave and shall commence on the first contractual day following the birth of the child.

C. Adoption Leave

1. The Board shall grant an adoption leave of absence to a teacher, without pay or benefits, for a period not to exceed one (1) year.
2. During an adoption leave, a teacher may use up to six weeks of available sick leave days. If the teacher has fewer than thirty (30) available sick leave days, the teacher may choose to take the remainder of the six weeks as an unpaid leave.
 - a. If both parents are members of the bargaining unit, only one parent may use the adoption leave.

3. Upon initial application by the teacher to adopt the child, the teacher shall notify the Superintendent, in writing of such teacher's intent to adopt. The written requests to the Board shall be submitted at the time that the teacher first knows of the date the teacher wishes to commence said leave, and such request shall state the teacher's desires concerning the beginning and ending dates for such leave.

Section 3 – Staff Leaves

A. Staff Development Leave

Teachers may be granted up to three (3) days with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon approval of the Principal and Superintendent. Approved expenses may also be allowed. Additional days may be approved by the Superintendent and Principal.

B. Personal Injury Leave

Absence up to (10) days due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave. The Board shall pay to such teacher the difference between his salary and benefits received under the Indiana Workmen's Compensation Act for the duration of such absence.

C. Emergency Leave

After exhausting all personal days or yearly allotted immediate family sick leave, each teacher may be granted a total of two (2) days of absence with pay per year, non-accumulative, for serious illness in the immediate family and/or death not covered above, and/or for catastrophic events, subject to the approval of the Superintendent.

D. Sabbatical Leave

A teacher may apply for a sabbatical leave following these provisions:

1. Teacher must complete 5 years of employment before he is able to apply for a one year sabbatical.
2. Applications are due by April 1, for the following August. The Board will notify the applicant of their decision by May 1.
3. Applications are due by November 1, for a leave beginning second semester. The Board will notify applicant of their decision by Dec 1.
4. Time restrictions may be waived by the Board.

5. The teacher on leave will receive no salary but may continue benefits by paying for them.
6. Teachers returning from Sabbatical leave will be assigned to a teaching position for which he is licensed. If vacancies are filled, they will be filled on a temporary basis.

E. Association Leave

No more than five (5) days of Association leave shall be allotted to the Association President or designee for Association business. The Association shall assume the cost of the substitute teacher. The President shall schedule these days off at least one day ahead of the leave. This expectation is waived in case of emergency.

Section 4 – Civic Leaves

A. Jury Duty Leave

When a teacher serves on jury duty, the Board shall pay the difference between full salary and the pay received serving on the jury duty.

B. Witness Leave

Witness leave, with pay, shall be granted to teachers for the time necessary to make appearance(s) in any court proceeding resulting from activities relating to the teacher's employment with the School District except when the teacher is the plaintiff or in a court proceeding to enforce the Collective Bargaining Act.

ARTICLE V

RETIREMENT/SEVERANCE BENEFIT

A. Accumulated Sick Leave

1. As of January 31, 2006, any days over 184 which have been accumulated by an individual teacher shall be deposited into a personal sick leave bank for that teacher. These days may be used while actively employed, if needed, after all allowable accumulated sick leave has been exhausted. These days must be used prior to receiving days from the M-GT A Sick Leave Bank. These personal sick leave bank days will be purchased as part of the last year's employment buydown from the general fund. This last sentence is included for informational purposes only and was not bargained.
2. In the last year of employment, the Board will buy any accumulation of days between one (1) and one hundred thirty-six (136) at the rate of thirty-five dollars (\$35.00) per day. Of this amount, as provided in the first sentence, it will be paid directly as compensation up to the ISTRF maximum for inclusion of the severance benefits as salary. If there is any excess in the calculated amount beyond the maximum, then the excess amount shall be deposited into the retiring teacher's 401(a) account. The corporation shall make payment to the vendor by August 1st and will notify the teacher if days have been added and instruct teacher how to set up account if they have no 401(a) account at that time. (This language was not bargained, but is for informational purposes only.)

B. 401 (a) /403(b) Matching Annuity Plan. Each teacher shall be eligible for the Section 401 (a)/403(b) Matching Annuity Benefit describes in this section.

1. All teachers shall have the option of investing in the 401 (a) /403(b) plan up to the maximum allowable under Federal Law. The Board will match such teacher contributions on a dollar for dollar basis in a Section 401 (a) Plan account up to two percent (2%) of the teacher's Gross Pay salary.
2. The Board shall deposit its contributions into an individual account for each teacher enrolled in the 401 (a) /403(b) program chosen by the Board and the Association. Such deposits shall be made on a monthly basis.
3. Teachers will have the option of investing their dollars in the program chosen by the Board and the Association, or continuing to invest their dollars in tax deferred annuities for which money is already being deducted from the teacher's salary, if any.
4. Each eligible teacher shall be immediately 100% vested in his or her salary reduction contribution and the Board's matching contribution at the time of the contribution.

5. The Board will allow a teacher to change the amount of contribution twice annually between August 1st and September 15th and again at the time of contract ratification. A teacher may request an additional change in the amount of their contribution by making application to the Superintendent.

ARTICLE VI

INSURANCE COVERAGE

A. Insurance Committee

An insurance committee will be appointed by the Board and Association to review, investigate and consider rebidding the following insurance programs. Any programs recommended by this committee shall require the agreement of the Board and Association. In the event the insurance carrier is a trust, the teacher selected to serve, as the representative will have no leave subtracted for days used for Trust Business.

B. Health Insurance

The Board will contribute per month the following:

PPO/HDPD	Single:	\$348
	Parent:	\$500
	Couple:	\$656
	Family:	\$836

HDHP 2	Single:	\$481.50
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(***This amount will be adjusted annually according to the Affordable Care Act guidelines.***)

C. Long Term Disability

The Board will contribute all but \$1.00 toward the cost of long term disability insurance with coverage to begin on the 91st consecutive day of disability.

D. Term Life Insurance

The Board will contribute all but \$1.00 toward the cost of a \$50,000.00 term life insurance policy including accidental death and dismemberment.

E. Dental Insurance

The Board will contribute \$170.00 annually toward the cost of a single and family dental insurance plan.

F. Health Insurance Enrollment

All current teachers who are under contract at the beginning of the current school year shall be enrolled in any of the above coverage's no later than August 15. All teachers will be subject to HIPAA regulations in regard to enrollment. In no instance will the School District pay more than 99% of the total monthly premium.

G. Retired Participation

Certified personnel who retire at 55 years of age or older may continue in the group insurance plan until they become eligible for Medicare by paying their own premiums if any. In order to enroll in group insurance upon retirement, the teacher must either:

1. be enrolled in the group insurance during the last year of the teacher's employment; or
2. was not enrolled during the last year of employment but meets all the following criteria:
 - a. had a HIPAA qualifying event;
 - b. timely (30 days) and properly provided enrollment notice for that HIPAA qualifying event; and
 - c. that notice was not more than ninety (90) days following the teacher's last day of employment prior to retirement.

H. Insurance Premium Withholdings

Employee's premium contributions shall be withheld equally from the first 2 pays each month.

I. 403(B) Plan Tax Sheltered Annuities - IRS Code 403(b)

The Board shall provide each employee the opportunity to participate in a voluntary tax-sheltered 403(b), program, consistent with the 403(b) Plan, adopted by the Board and agreed upon by the Association. The Board and the Association agree that the Plan will not be changed without agreement in bargaining.

In addition, at such time that a plan has fewer than 5 participants, the Board may close withholding for said plan sixty days after notification is given to the plan participants. In addition, the Board agrees to add a carrier if 10 or more employees request it.

J. Section 125 Provision

Provision of Section 125 of the Internal Revenue Code shall be implemented and offered to all employees.

K. Health Care Reform

Regarding health care benefits, if any state or federal legislation is enacted during the term of this Contract, which provides an increase in the benefits available to members of the bargaining unit or to the employer under this Contract, negotiations will be reopened on all provisions related to such benefits.

ARTICLE VII

GRIEVANCE PROCEDURE

SECTION I

A. Definitions

1. A "grievance" is a claim by one (1) or more teachers of a violation, a misapplication, or a misinterpretation of this Contract.
2. The term "teacher" includes any individual or groups 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.
4. A grievant shall have the right to be represented by the Association at all levels of this procedure.

B. The purpose of this grievance procedure is to settle equitably, at the lowest possible administrative level, issues which may arise from time to time with respect to specific claims of violation, misapplication, or misinterpretation of the provisions of this Contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the proceedings.

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 the terms of the Contract and the Association has been given an opportunity to be present at such hearings.

SECTION II

Level One

- A.** Within twelve (12) days of the time that the grievant first knew, or should have known of the grievance, the grievant shall present the grievance to the building principal during non-teaching hours. Within five (5) days after presentation of the grievance, the building principal shall orally answer the grievant.
- B.** Within five (5) days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and submitted to the building principal on the appropriate form. Within five (5) days of the filing of the formal grievance in writing, a meeting may take place and an answer to the grievance shall be given in writing to the grievant.

Level Two

- A. If the grievance is not resolved in Level One, the grievant may, within five (5) days of receipt of the 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 thereof.
- B. The Superintendent, or his designated representative, shall give the grievant an answer in writing no later than ten (10) days after receipt of any written grievance properly filed with the Superintendent's office.

Level Three

- A. Within ten (10) days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. The Board shall hold a hearing on the grievance at a regular, special, or executing 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 of the date, the time, and the place where such appeal shall be heard.
- D. The Board's written decision is final and shall be transmitted to the grievant within five (5) days after the hearing. The Board's written decision will be final.

SECTION III - 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 nonschool hours, unless there is a mutual agreement for other arrangements.

SECTION IV - Other Provisions

- A. Time limits herein may be extended only by mutual agreement, signed by the parties. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- B. 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.
- C. Any grievance, which arose prior to the effective date of this Contract or after the termination date of this Contract, shall be processed under the contract in effect at the time of the grievance.

- D. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- E. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant and are not valid basis for evaluation or consideration of awarding any professional advantage to such a teacher.
- F. The form provided in Appendix F will be used when filing a grievance.

ARTICLE VIII

TERMS OF AGREEMENT

This contract shall be effective as of July 1, 2017, and shall continue in effect until June 30, 2019. This Contract shall not be extended orally and it is expressly understood that it shall expire on the date indicated. The parties agree that this contract may be reopened by either party during the formal bargaining time period in 2018, with respect to salary, wages, and wage-related fringe benefits. Whenever any notice is required to be given either of the parties to this contract to the other party, either shall do so by registered letter at the following address:

If by the Association to
the Board, at

Monroe-Gregg School District
P.O. Box 468
Monrovia, IN 46157

If by the Board to the
Association, at

Monroe-Gregg Teachers Association
6666 East 75th Street
Indianapolis, IN 46250

This Contract is made and entered into at Monrovia, Indiana, on this 25th day of October, 2017, by and between the Board of School Trustees of the Monroe-Gregg School District, County of Morgan, State of Indiana, party of the first part, heretofore referred to as the "Board", and the Monroe-Gregg Teachers Association, affiliated with the Indiana State Teachers' Association and the National Education Association, party of the second part, heretofore referred to as the "Association". This Contract is so attested to by the parties whose signatures appear below:

BOARD OF SCHOOL TRUSTEES OF THE
MONROE-GREGG SCHOOL DISTRICT



Jack Elliott, President



Chris Williams, Vice-President



Tim Pridemore, Secretary



Tom Kennedy, Member



Celina Clements, Member

MONROE-GREGG TEACHERS
ASSOCIATION



Robin Robinson, Chief Spokesperson



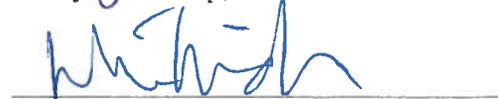
Jennifer Armour, Member



Christy Brenner, Member



Casey Honkomp, Member



Julie Dimmack, Member



Stacey Martin, Member

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BOARD OF SCHOOL TRUSTEES OF THE
MONROE-GREGG SCHOOL DISTRICT

MONROE-GREGG TEACHERS
ASSOCIATION

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Tim Pridemore, Secretary

Christy Brenner, Member

Tom Kennedy, Member

Casey Honkomp, Member

Celina Clements, Member

Julie Dimmack, Member

Stacey Martin, Member

Appendix A

Monroe-Gregg School District Compensation Model for 2017-2019 school year

1. Compensation

Teachers may earn additional compensation for the previous school year according to the following Compensation Model:

Teacher compensation will be based upon performance with teachers earning units for *specific* performance in the following four defined categories:

1. Teacher Evaluation
2. Experience
3. Education
4. Meeting the Academic Needs of Students

Teachers may earn four units in category 1 for being rated as Highly Effective or Effective during the previous school year. Teachers may earn one unit for category 2 for earning one additional year of experience (defined below). Teachers may earn one unit for category 3 for education (defined below). Teachers may earn one unit for category 4 for Meeting the Academic Needs of Students (defined below). Therefore, a teacher may earn a maximum of seven units.

A teacher's experience, education, or combination of the two may account for no more than 33% of the calculation used to determine a stipend or salary increase, increment, or raise.

Each Unit Dollar Amount will be paid once funds available for salary increases has been determined through collective bargaining, and the TER section of the Evaluation has been finalized in the spring of the year.. At that time, the number of Units earned by all teachers rated Highly Effective or Effective will be divided into the agreed upon portion of the money available to be applied to the Teacher Compensation Model. The Based Units will be paid once the TER section of the Evaluations have been completed for all teachers at the end of each school year and total Units earned are determined. The amount owed to each teacher will then be distributed in a lump sum check for the current school year .Stipend Units earned will also be paid at that time. (Units, Base and Stipend, are awarded to only those teachers who are Highly Effective and Effective.)

Any teacher completing the previous school year and receiving an evaluation rating of Highly Effective or Effective shall be eligible to receive pay for points. Teachers retiring and being RIF'd shall receive a one-time stipend once the teacher receives a rating of Highly Effective or Effective for the previous school year.

CATEGORY DEFINITIONS

1. Teacher Evaluation (added to base) = 4 Units

- Teachers who score in the top two categories (Highly Effective/~~4 Units~~ or Effective/~~3 Units~~) on the evaluation instrument.

2. Experience (added to base) = 1 Unit

- Minimum 120 paid days previous year

3. Education (*recognition stipend*) = 1 Recognition Unit

- Yearly unit for the completion of a Master's Degree in-accordance with Indiana Code 20-28-9-1.5

OR

- One Unit for the successful completion of a 3 hour graduate credit course in accordance with Indiana Code 20-28-9-1.5

OR

- One Unit for the completion of 15 P.G.P. Points (Must submit all Certification Certificates to Principal and be related to PL 221 Plan, Building P.D., Evaluation Goals, or Technology and are voluntary P.D. opportunities—after school hours). The District shall provide teachers opportunities to participate in and earn at least 9 of the P.G.P each year. P.G.P and Leadership points shall begin to accumulate each year the day following the least contracted teacher day to be applied to the compensation model for the following school year.

OR

- One upon certification receipt for a Pre-Approved Certification

Examples

- AVID
- International Baccalaureate (I.B.)
- Gifted and Talented (High Ability) Certification
- Advanced Placement (A.P.) Certification
- Advanced College Placement (A.C.P.) Certification
- National Board Certification
- Project Lead the Way (PLTW) Certification
- Dual Credit Certification
- Praxis (for the addition of content areas to the teachers' current license)

- Etc.

OR

- One Unit for the completion of Curriculum Mapping work totaling 15 hours (Prior approval required from Principal or other Supervisor, submission of verification of work completed, hours worked and approval of completed work)

4. Meeting the Academic Needs of Students (Stipend) = 1 unit.

The Academic Needs of Students factor shall be based upon corporation and building level growth, as evidenced by the following:

- an improvement in the district-wide and building-level student test scores
- district-wide and building-level IREAD pass rates
- building-level End of Course Assessments for the high school
- growth generated by the Elementary Clusters program.

Teachers teaching in a curriculum shortage area, in an area of student need as evidenced by growth from the previous school year, or conducting activities to address state curriculum or graduation requirements are also eligible for an increase under this factor.

2. Salary Range

Salary range is \$31,326 to \$63,152

3. New Hire Salary Placement

New Hire Salary Placement Schedule

Years of Experience Levels	Bachelors	Masters
0	\$33,475	\$35,501
1	\$34,237	\$36,263
2	\$34,999	\$37,025
3	\$35,761	\$37,787
4	\$36,523	\$38,549
5	\$37,285	\$39,311
6	\$38,047	\$40,073
7	\$38,809	\$40,835
8	\$39,571	\$41,597
9	\$40,333	\$42,359
10	\$41,095	\$43,121

Any teacher newly employed with the Monroe-Gregg School District will be placed on the new hire salary placement schedule according to recognized teaching experience (as recognized by INPRS) mirroring the salary and placement of current employees with the same degree and number of years of experience, except no new hire shall be paid more than Level 10 on the above new hire salary placement schedule unless there is agreement of the Superintendent and the Association President(s). In positions deemed hard to fill, the Superintendent has discretion to pay the hard to fill position up to a maximum of two steps above or below the mirrored salary but limited to the salaries listed on the New Hire Salary scale unless there is an agreement of the Superintendent and the Association President (s).

A new hire employed on a part-time teaching contract will be compensated at his/her hourly rate of pay.

4. Salary Transition of Teachers Returning for the 2017-2018 School Year

Teachers employed during the 2016-2017 school year and returning to employment for the 2017-2018 school year will have their salaries adjusted in an effort to try to align certain staff salaries with the New Hire Salary Placement Schedule. This section is included to describe how some teacher salaries will be adjusted through this transition. All certified teachers who were employed at Monroe-Gregg Schools in 2016-2017 (eligibility criteria), and earning less than the pay of a new hire with ten years of experience (eligibility criteria) will be placed at a salary within the New Hire Salary Placement Schedule in accordance with the following rules:

- Column Placement: Each teacher meeting the eligibility criteria will be placed in the salary schedule in the education column that matches his/her content area degree.
- Salary Amount: Once the teacher's applicable education column has been identified, then the teacher will be placed at the salary amount in the Years of Experience Level in the teacher's applicable education column.

If a teacher employed with the Monroe-Gregg School District in 2016-2017 is earning less than the pay of a new hire with ten years of experience, then he/she shall be transitioned to the salary level in the applicable degree column of the new employee with ten years of experience.

The parties understand that the base salary increase received by each teacher impacted by this transition may not be equal in either flat dollar or percentage amount. However, the parties also understand that the IEERB has declared that the 2017-2018 school year will be a permissible transition year. Therefore, the parties understand that the salary increase differentials that are not compliant with the IEERB's equal differential requirement will be noted as a General Comment only in the School Corporation's IEERB audit report and will not result in a finding of non-compliance in the report. (See 2017 IEERB CBA Compliance Rubric, "Method for determining salary increase must be described" at pp. 4 – 5).

The base salary increases granted to teachers impacted by this transition are based upon the following factors: (1) the teacher earning a highly effective or effective evaluation rating during the 2016-2017 school year; and (2) the teacher earning an additional year of service. A year of service is defined as the teacher having worked at least 120 days during the 2016-2017 school year. No additional base salary increases for the 2017-2018 school year will be granted beyond those described herein.

Under IC 20-28-9-1.5, **a teacher rated ineffective or improvement necessary may not receive any raise or base salary increase for the following year** unless eligible for the increase in accordance with Indiana Code 20-28-9-1.5(d). Therefore, any teacher who was employed during the 2016-2017 school year who was rated as ineffective or improvement necessary will have his/her salary frozen at the amount he/she received during the 2016-2017 school year, including those ineffective and improvement necessary teachers who otherwise would have been eligible for a salary increase under the transition described above.

5. Redistribution Provision

No teachers eligible for a base salary increase through the transition plan described above will have a final evaluation rating of ineffective or improvement necessary for the 2016-2017 school year. Therefore, no redistribution plan is required.

6. One-Time Stipend

A pool of funds will be distributed during the 2017-2018 school year in the form of a one-time stipend to teachers meeting the requirements to earn “units” as described herein. No new hires employed during the 2017-2018 school year will be eligible to receive a one-time stipend under this provision. The one-time stipend will be based upon performance of teachers earning units for specific performance in the following four defined categories:

1. Teacher Evaluation
2. Experience
3. Education
4. Meeting the Academic Needs of Students

Teachers may earn four units in category 1 for being rated as Highly Effective or Effective during the 2016-2017 school year. Teachers may earn one unit for category 2 for earning one additional year of experience (defined below). Teachers may earn one unit for category 3 for education (defined below). Teachers may earn one unit for category 4 for Meeting the Academic Needs of Students (defined below). Therefore, a teacher may earn a maximum of seven units.

CATEGORY DEFINITIONS

1. Teacher Evaluation (added to base) = 4 Units

- Teachers who score in the top two categories (Highly Effective or Effective) on the evaluation instrument.

2. Experience (added to base) = 1 Unit

- Minimum 120 paid days previous year

3. Education (*recognition stipend*) = 1 *Recognition Unit*

- Yearly unit for the completion of a Master's Degree in accordance with Indiana Code 20-28-9-1.5

OR

- One Unit for the successful completion of a 3 hour graduate credit course accordance with Indiana Code 20-28-9-1.5

OR

- One Unit for the completion of 15 P.G.P. Points (Must submit all Certification Certificates to Principal and be related to PL 221 Plan, Building P.D., Evaluation Goals, or Technology and are voluntary P.D. opportunities—after school hours). The District shall provide teachers opportunities to participate in and earn at least 9 of the P.G.P each year. P.G.P and Leadership points shall begin to accumulate each year the day following the least contracted teacher day to be applied to the compensation model for the following school year.

OR

- One upon certification receipt for a Pre-Approved Certification

Examples

- AVID
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- National Board Certification
- Project Lead the Way (PLTW) Certification

- Dual Credit Certification
- Praxis (for the addition of content areas to the teachers' current license)
- Etc.

OR

- One Unit for the completion of Curriculum Mapping work totaling 15 hours (Prior approval required from Principal or other Supervisor, submission of verification of work completed, hours worked and approval of completed work)

4. Meeting the Academic Needs of Students (Stipend) = 1 unit.

The Academic Needs of Students factor shall be based upon corporation and building level growth, as evidenced by the following:

- an improvement in the district-wide and building-level student test scores
- district-wide and building-level IREAD pass rates
- building-level End of Course Assessments for the high school
- growth generated by the Elementary Clusters program.

Teachers teaching in a curriculum shortage area, in an area of student need as evidenced by growth from the previous school year, or conducting activities to address state curriculum or graduation requirements are also eligible for an increase under this factor.

Appendix B ECA Schedule
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<u>High School</u>			
<u>Fine Arts</u>		Volleyball	
Band Director	3,792	Varsity	3,100
Assistant Band Director	3,102	Assistant	1,622
Flag Corp/Winter Guard	1,364	Cross Country- Varsity	2,225
Show Choir Director	2,225	Track	
Assistant Show Choir	1,000	Varsity Boys	2,436
Drama Sponsor	1,220	Assistant Boys	1,496
Assistant Drama	600	Varsity Girls	2,436
		Assistant Girls	1,496
<u>Clubs</u>		Baseball	
Spell Bowl	500	Varsity	2,436
Math Bowl	500	Assistant/JV	1,496
Super Bowl	500	Softball	
Brain Game/Quiz Bowl	1,451	Varsity	2,436
Robotics Team	500	Assistant/JV	1,496
Club	225	Soccer	
SADD	500	Boys	2,225
FCA	511	Girls	2,225
Student Government	500	Golf	
Yearbook	1,610	Boys	2,225
National Honor Society	500	Girls	2,225
Newspaper	667	Wrestling	
<u>Duties</u>		Varsity	3,200
Department Chair	511	Assistant	1,610
Mentoring	600	Basketball	
MTSS (RTI)	465	Varsity Boys	5,500
Dismissal/Parking Lot	266	JV Boys	2,713
Academic Awards Coordinator	266	Assistant Boys	2,713
Class Sponsor-11 th Prom	1,078	9 th Gr. Boys	2,023
Class Sponsor- 11 th	266	Varsity Girls	5,500
Class Sponsor- 12 th Graduation	775	JV Girls	2,713
Class Sponsor- 12 th	532	Assistant Girls	2,713
		9 th Gr. Girls	2,023
<u>Athletics</u>		Football	
Assistant Athletic Director	8,000	Varsity	5,500
Strength Coach	2,225	Assistant(s)	12,424
Cheerleading		(Collective staff amount – number of positions is not bargained)	
Varsity (fall)	2,000		
Varsity (winter)	2,000		
Assistant/JV (fall)	940		
Assistant/JV (winter)	940		

<u>Middle School</u>	
<u>Fine Arts</u>	
Drama Sponsor	600
<u>Clubs</u>	
Club	225
Spell Bowl	500
Math Bowl	500
Super Bowl	500
Robotics Team	500
Newspaper	500
Yearbook	1,148
National Junior Honor Society	500
Student Government	500
SADD	500
<u>Duties</u>	
Department Chair	511
Mentoring	600
Nature Center Coordinator	385
MTSS (RTI)	465
Dismissal Duty	266
<u>Athletics</u>	
Athletic Event Supervisor	5,000
Cheerleading	940
Volleyball	1,148
Cross Country	1,148
Track	
Boys	1,148
Girls	1,148
Baseball	1,148
Softball	1,148
Golf	
Boys	500
Girls	500
Wrestling	1,148
Basketball	
6 th gr. boys	1,148
6 th gr. girls	1,148
Boys	1,815
Girls	1,815
Football	
Coach	1,886
Assistant	1,331

<u>Elementary</u>	
<u>Fine Arts</u>	
Drama	600
Choir	750
<u>Duties</u>	
Department Chair	511
Mentoring	600
MTSS (RTI)	465
<u>Clubs</u>	
Newspaper	225
Student Council	225
Spell Bowl	500
Math Bowl	500
Science Bowl	500
Robotics Team	500
Technology/Media Club	500
Young Astronauts	225
Garden Club	225
Chess Club	225
Club	225

(For ECA to apply all clubs must be approved by the building administrator)

(All teams and bowls must compete in a competition.)

APPENDIX C

Pension Bond Buyout March 13, 2006

(This is included for reference purposes only)

- A. Elimination of Prior Agreement's Retirement Pay, Buy Back of Sick Leave and Social Security and Medicaid Bridge Benefits

The Board and the Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and the Association confirm that Article VI, Sections A (Retirement Severance Pay), B (Buy Back of Sick Leave), and C (Social Security and Medicare Bridge Benefits) found in the 2003-2004 collective bargaining agreement ("Prior Agreement") between the Monroe-Gregg School Corporation and the Monroe-Gregg Teachers Association are terminated and shall not apply to any teacher retiring or severing employment with the School Corporation on or after the effective date of these provisions. Those teachers who retired or severed employment before the effective date of these provisions shall only be entitled to the retirement benefits contained in the collective bargaining agreement in effect at the time he or she retired, but as may be otherwise revised from time to time.

- B. Entitlement to Retirement Severance Benefits, Vesting Requirements

Upon retirement from the Monroe-Gregg School Corporation, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:

1. The retiring teacher must have been employed by the Monroe-Gregg School Corporation on or before January 1, 2006.
2. The retiring teacher must have notified the Superintendent in writing of the intent to retire on or before February 1, in the year of retirement. The Board may waive timely notice for good reason.
3. Immediately prior to retirement, the retiring teacher must meet one of the following:
 - a. Completion of not less than ten (10) consecutive years of service with the Monroe-Gregg School District and reached the age of fifty-five (55) on or before September 1 following the last school year of employment, or
 - b. Completion of not less than twenty-five (25) years of service with the Monroe-Gregg School District and reached the age of fifty (50) on or before September 1 following the last school year of employment.

- C. Actuarial Determination of Value of Current Retirement Bridge and Severance Benefits

The Educational Services Corporation has been selected to determine the present value of the unfunded Retirement Severance Pay Benefits and the Social Security and Medicare

Bridge Benefits described in the Prior Agreement. In making the present value determination, ESC shall use the following assumptions:

1. Interest Rate. The assumed short-term interest rate for the first two (2) years for purposes of determining the present value is (4%), and the assumed long term interest rate for purposes of determining the present value is 7.25%.
2. Retirement Age. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-eight (58) or at the end of the current year, if the individual is already fifty-eight (58) years of age or older.
3. Retirement Pay. The anticipated amount of the Retirement Bridge for Social Security and Medicare shall be determined as follows:
 - a. Teachers hired in the Monroe-Gregg School District before August 1, 1999, shall receive Social Security Bridge Benefit amounts as outlined in Article VI Section C (1) and C (2) of the prior agreement.
 - b. Teachers hired before August 1, 1999, shall receive Medicare Bridge Benefits as follows:
 - (1.) Teachers currently enrolled in the district health insurance plan and who had fifteen (15) or more years of teaching experience as of July 1, 1998, shall receive an annualized benefit of \$2,500.00.
 - (2.) Teachers currently enrolled in the district health insurance and who had less than fifteen (15) years of teaching experience as of July 1, 1998, shall receive an annualized benefit of \$1,250.00.
 - (3.) Teachers not currently enrolled in the district health insurance plan and who had fifteen (15) or more years of teaching experience as of July 1, 1998, shall receive an annualized benefit of \$1,112.00.
 - (4.) Teachers not currently enrolled in the district health insurance plan and who had less than fifteen (15) years of teaching experience as of July 1, 1998, shall receive an annualized benefit of \$556.00.
4. Severance Pay. The severance benefit for each employee will be determined using the method of calculation described in Article VI, Section A of the Prior Agreement.
5. FICA. The present value of the future Retirement Severance Pay Benefits and Early Retirement Program Plan benefits will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the Severance Benefits and Retirement Bridge had been paid directly to the employee.
6. Exclusion of Employees. Employees hired after January 1, 2006, shall not be entitled to any payment for the eliminated Retirement Severance Pay benefits or Social Security and Medicare Bridge Benefits provided by the Prior Agreement.

7. Rehired Employees. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the School Corporation. However, if the Board shall have approved a leave of absence of not more than one (1) fiscal year for an employee, such period of leave shall not result in forfeiture provided the employee shall promptly return to employment following the expiration of the period of the leave.
8. Calculation Date. The present value of the Retirement Severance Pay benefits and the Social Security and Medicare Bridge Benefits under the Prior Agreement shall be calculated, effective as of January 31, 2006.

Using the above assumptions and the other assumptions contained on the Buy Out Spread Sheet attached hereto and incorporated herein as Appendix E, ESC shall prepare the present value calculations for each teacher and the contributions described hereinafter will be made.

D. 401(a) Plan

The School Corporation shall establish a qualified retirement plan as described in section 401 (a) of the Code (the "401 (a) Plan"). Up to \$2000.00 of the amount calculated by ESC as the present value for the Retirement Severance Pay, Social Security Bridge and Medicare Bridge shall then be contributed by the School Corporation to each individual teacher's Section 401 (a) Plan maintained by the Board. The single investment vendor for the 401 (a) Plan shall be Met Life (an RFP may be done at a later time).

1. Separate Accounts. The amount calculated for each employee will be invested in a separate account. The parties understand and agree that the amounts reflected in Appendix E constitute full and complete satisfaction of the Board's retirement severance obligation to teachers under the Prior Agreement for teachers employed by the School Corporation on or before January 1, 2006. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the 401 (a) Plan.
2. Vesting. Until such time that an employee has retired and satisfied the eligibility requirements set forth in Subsection B of this Article, the employee shall have no access to the assets held in his or her separate 401 (a) Plan account.
3. Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Subsection B of this Article for any reason, the terminated employee's 401 (a) Plan account shall be forfeited. The redistribution list of teachers shall be determined on July 1st of each year. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining Separate Shares of the 401 (a) Plan in the same manner as was used by ESC in originally determining the present value of the unfunded benefits. Therefore, the 401 (a) Plan accounts of the following teachers will not share in the reallocation of a forfeiture of a Separate Share:

- a. Teachers who have forfeited their 401 (a) Plan accounts in the same year;
 - b. Teachers who previously forfeited their 401 (a) accounts; and
 - c. Teachers who have attained age fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture. 21 Furthermore, Separate Shares of teachers who have attained age fifty-eight (58) but not terminated employment may share in the reallocated forfeiture.
4. Distributions. Following retirement and the satisfaction of the requirements set forth in Section B of this Article, a retired employee may elect to commence distributions from his 401 (a) Plan account. If an employee shall die after having satisfied the requirements of Section B of this Article, the deceased employee's 401 (a) Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. (At no time may a participant borrow from his 401 (a) Plan account.)
 5. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the 401 (a) Plan. All costs incurred in the administration of the 401 (a) Plan and investment fees shall be paid from the 401 (a) Plan assets.
 6. Additional Plans. The School Corporation may establish other qualified plans as described in section 401 (a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401 (a) Plan or for administrative convenience maintained as part of the 401 (a) Plan.
- E. VEBA. The School Corporation shall contribute to a voluntary employees' beneficiary association ("VEBA"), as described in section 501 (c)(9) of the Internal Revenue Code, the amount over and above \$2,000.00 as calculated by ESC as the present value for the Retirement Severance, Social Security and Medicare Bridge Benefits for each individual teacher. The single investment Vendor for the VEBA Plan shall be the Security Benefit Indiana. Additional terms and conditions for the administration and operations of the VEBA shall be as follows:
1. Separate Accounts. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the selected investment vendor for the VEBA.
 2. Vesting. Until such time that an employee has retired and satisfied the eligibility requirements set forth in Section B of this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
 3. Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section B of this Article for any reason, the terminated employee's VEBA account shall be forfeited. Forfeited

amounts shall be reallocated at the end of each plan year only among the then-remaining separate VEBA accounts. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:

- a. Employees who have forfeited their VEBA accounts in the same year;
 - b. Employees who previously forfeited their VEBA accounts; and
 - c. Employees who have terminated employment in or before the year of the reallocated forfeiture.
4. Distributions. Following retirement and the satisfaction of the requirements set forth in Section B of this Article, a retired employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums and unreimbursed medical expenses of the employee, spouse and dependents. Furthermore, following the death of the employee who had otherwise satisfied the requirements of Section B of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. Any amounts not distributed to or for the benefit of the employee, spouse, and/or dependents shall be forfeited and reallocated to the remaining VEBA plan participants as provided for in D. 401(a)3. (At no time may the VEBA make loans to an employee, his/her spouse, or dependents.)
- Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.
- F. One-Time Buydown of Leave Days - At the end of the 2005-2006 school year, the Board will buy unused leave days at the rate of \$125.00 per day for teachers with an unused leave accumulation of more than ninety (90) and up to and including 184 days. The money shall be deposited into the individual teacher's VEBA account. Said VEBA shall be subject to the vesting language contained in Section B of this amendment.

APPENDIX D

RETIREMENT PAY, BUY BACK OF SICK LEAVE AND SOCIAL SECURITY AND MEDICAID BRIDGE BENEFITS Before March 13, 2006

(This is included for reference purposes only)

A. Retirement Severance Pay

1. Permanent teachers who are teaching at Monroe-Gregg School District are eligible for the following severance pay:

The severance pay shall be paid at the rate of thirty-five Dollars (\$35.00) per day for each day of unused accumulated sick leave plus Three Hundred Fifty Dollars (\$350.00) for each year of service to the Monroe-Gregg School District. Severance pay will have a maximum of Fifteen Thousand Dollars (\$15,000.00).

2. To be eligible to receive their severance pay entitlement a teacher must,
 - a. Submit written application to the Board 120 calendar days prior to the last day of active, full-time service to the Monroe-Gregg School District,
 - b. Meet either one of the following two (2) criteria:
 - i) Have ten (10) consecutive years of service prior to retiring and have filed proper retirement forms with the Indiana State Teachers' Retirement Fund, either directly or through a designated representative and be certified by the Superintendent of Schools; or
 - ii) Has twenty (20) consecutive years of service with the Monroe-Gregg School District at the time of leaving employment and has reached the age of forty-five (45) years on or before September 1 following the last school year of employment.

B. Buy Back of Sick Leave

Permanent teachers in the Monroe-Gregg School District who leave at the end of the semester due to reduction in force and who are not entitled to retirement severance pay in Section A above are entitled to receive pay of thirty-five Dollars (\$35.00) for each day of unused accumulated sick leave plus if the teacher complies with the following eligibility requirements:

- a. Must submit written application to the Board 120 calendar days prior to the last day of active, full-time service to the Monroe-Gregg School District; and
- b. Has the twenty consecutive years of service with the Monroe-Gregg School District at the time of leaving employment.

A teacher who leaves the School District has the option to sell their sick leave accumulation back to the School District or transfer it to another school corporation if employed. If any sick leave days are sold back to the School District, that amount will be subtracted from the sick leave accumulation to be transferred.

C. (1) Social Security and Medicare Bridge Benefits

Certified Staff who have taught ten (10) or more years in the Monroe-Gregg School District and have reached the age of 55 in the calendar year in which they retire will be eligible for Social Security and Medicare Bridge Benefits. These benefits and additional qualification requirements will be as follow:

1. An eligible retired teacher shall receive an annual Social Security Bridge entitlement of \$2,200.00 per year until the earlier of the following:
 - a. Seven annual payments; or
 - b. The teacher becomes eligible for partial Social Security benefits. (The teacher need only become eligible, not actually apply for such benefits.)

These Social Security Bridge Benefit payments will be paid in two annual installments on July 1, and December 31, of the calendar year following the last year of service to the corporation until the earlier of the payment of seven annual payments or eligibility for partial Social Security. Should a teacher become eligible for partial Social Security between July 1, and 27 December 31, that teacher will receive only one biannual payment that calendar year.

2. On July 1st of the last year of service the School District shall contribute a lump sum up to \$2,224.00 annually towards the health insurance plan of any eligible retired teacher if enrolled in the health insurance plan at the time of retirement until the earlier of (a) ten premium years, (b) until the time the retired teacher becomes eligible for Medicare coverage or (c) withdraws from the health insurance plan. This Medicare Bridge Benefit will be payable on premium years which are from October 1 through September 31. If a teacher becomes eligible for Medicare during a premium year, the Medicare Bridge Benefit will be prorated for that year based upon the length of the period that the retired teacher did not become eligible for Medicare.
3. To receive this benefit the certified employee must qualify and be receiving Indiana State Teachers Retirement Fund benefits.
4. To receive this benefit, employees must notify the Board of their intent to retire by May 1 of the last year of teaching.
5. In the event of any emergency retirement, the May 1 date may be waived by the Board.
6. This benefit will be in addition to those benefit provisions of Section A of this Article.

D. (2) Social Security and Medicare Bridge Benefits

All new employees employed or employees previously employed by the Monroe-Gregg School District and re-hired after the first day of the 1999-2000 school year are eligible only for the full section 403 (b) benefits provided by appendix A and are not eligible for any of the Social Security and Medicare Bridge Benefits provided by this section. Employees employed prior to the 1999-2000 school year will have the following benefits.

1. Employees retiring prior to 2005-2006 school year shall be entitled to both the annual Social Security and Medicare Bridge Benefits of the section which were in effect during the 1997-98 school year and the Matching Annuity Program set forth in Appendix A.
2. Employees having 15 or more years of teaching experience as of July 1, 1998 and retiring after the 2005-2006 school year shall be entitled to one-half of the annual Social Security and Medicare Bridge Benefits of this section which was in effect during the 1997-98 school year and the Matching Annuity Program set forth in Appendix A.
3. Employees having less than 15 years of teaching experience as of July 1, 1998 and hired before the 1999-2000 school year shall be entitled to the Matching Annuity Program set forth in Appendix A and entitled to one-fourth of the annual Social Security Medicare Bridge Benefit of this section which was in effect during the 1997-98 school year.

E. Teachers who qualify for benefits under either Section A or B above will have a one-time opportunity to make a change in their employee elective contribution to their 403(B) Tax =Deferred Qualified Plan prior to their last check.

APPENDIX E

Stipends and Ancillary Duties

- A. If a teacher is asked by the administration and should decide to accept substitute teaching duties, he/she shall receive compensation of \$15.00 per class taught. If you are covering part of a class, you will receive compensation equal to the portion of the class covered. (For example, fifty percent of the students equals fifty percent of the compensation.)
- B. The Board may pay stipends for summer in-services, curriculum development activities, study tables, and Saturday school, which are scheduled outside of a regular school day or regular school hours at \$20 per hour. In the event teacher stipends in future grants with external agencies are less than the above, the Board and Monroe-Gregg Teachers Association will meet and agree on the stipend in the grant. A teacher may not be required to perform duties contained in this section.
- C. Teachers shall be granted an additional ½ day personal leave to compensate for participating in Parent-Teacher Conferences.
- D. Faculty members will receive sports passes for admission to extra-curricular activities for themselves and their spouse/partner for \$1.00 each.
- E. The teacher who provides math remediation for State testing, outside of school hours, will be paid a stipend of \$500 per semester.
- F. The teacher who provides language arts remediation for State testing, outside of school hours, will be paid a stipend of \$500 per semester.
- G. The night school teachers will be paid a stipend of \$5760 per year.
- H. The AP Computer Science teacher will be paid a stipend of \$1000, funded by the high ability grant.
- I. The IEP Administrator will be paid a stipend of \$600.
- J. The Title I Coordinator will be paid a stipend of \$3000.
- K. FFA will be paid a stipend of \$3,000 per semester and in the summer.
- L. DECA will be paid a stipend of \$3,000 for the school year.
- M. Teacher of Blind and Low Vision will be paid a stipend of \$5000 per year.
- N. Teacher coordinating the CPI Training will be paid a stipend of \$500.

APPENDIX F

MONROE-GREGG SCHOOL DISTRICT

GRIEVANCE REPORT

Date Filed _____

Building _____

Name of Grievant _____

Assignment _____

Date Cause of Grievance Occurred _____

Statement of Grievance:

Relief Sought:

Disposition by _____

(SUBMIT IN DUPLICATE)