

MASTER CONTRACT
BETWEEN

THE BOARD OF SCHOOL TRUSTEES
OF THE

MADISON-GRANT UNITED SCHOOL
CORPORATION

AND

THE MADISON-GRANT TEACHERS' ASSOCIATION

August 1, 2016

to

June 30, 2017

THIS MASTER CONTRACT ENTERED INTO THIS FOURTH DAY OF MAY, 2009, BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE MADISON-GRANT UNITED SCHOOL CORPORATION, HEREINAFTER CALLED THE "BOARD," AND THE MADISON-GRANT TEACHERS' ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHERS' ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION."

RECOGNITION

The Board recognizes the Madison-Grant Teachers' Association as the exclusive representative of certificated school employees in the following bargaining unit:

All full-time certificated employees, as defined in Indiana Code 20-29, in the Madison-Grant United School Corporation, except for the superintendent (and other certified central office administrators), principals, assistant principals, athletic director, and all substitute teachers.

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FAIR PRACTICE

2.050 The agreements in this Contract shall supersede any rules, regulations, and/or practices of the Board, which are contrary to or inconsistent with the terms recorded herein. Any individual contract between the Board and an individual teacher shall be consistent with the terms and conditions of this Contract. If an individual contract made subsequent to this Contract contains any language inconsistent with this Contract, this Contract shall prevail.

2.100 The provisions of this Contract shall be applied without regard to marital status, race, creed, religion, sex, color, or national origin.

2.150 Marital status, race, creed, religion, color, sex, or national origin shall not be made a condition of employment as a certificated school employee of the School Corporation.

2.200 **SEVERABILITY**

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

2.250 **DUES DEDUCTION**

1. The Board shall, on receipt of the written authorization of a teacher on a form approved by the Board, deduct from the pay of such employees in not less than twenty (20) equal payments, commencing with the first pay period in November, dues designated or certified by the appropriate officer of the Association and shall remit such dues to the Association.
2. Authorization for payroll deduction of Association membership dues shall be on a continuing basis unless revoked in writing by the teacher through the Association. The Association shall notify the Board of the revocation within five (5) working days. Upon termination of a Contract, the business office shall deduct all unpaid Association dues from the remaining paychecks.
3. The Association shall deliver to the Board before October 1 - annually:
 - (a) a listing of teachers who desire to continue the payroll deduction and the amount of the deductions.
 - (b) any additional payroll deduction forms.
4. The Board, in relying upon said written authorization forms in deducting and remitting said designated or certified dues to the Association as provided herein, shall be indemnified and saved harmless by the Association against any

and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board or School Corporation.

2.350 The president of the Association, and/or his/her designee, shall be entitled to use up to a total of four (4) paid administrative leave days per year to be used for Association business. These days may be used in half day increments. The Corporation shall arrange for a substitute teacher for such leave.

2.400 This Contract supersedes and cancels all previous contracts or agreements, oral or written, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless agreed to and executed in writing by the parties hereto.

2.500 CONTRACT LIMITATIONS

The Board construes and the Association recognizes the specific, express provisions of this Contract as constituting limitations upon the Board's right, power, authority, duties, and responsibilities to manage and direct the operations and activities of this School Corporation to the full extent authorized by law.

2.550 It is expressly understood by both parties to this Contract that rights of school employees and school employers, as enumerated in I. C. 20-29-4-2 are considered a part of this agreement. Further, it is understood that no part of this agreement will infringe in any way upon the right of the Board to manage the district to the full extent authorized by law. Any section of this Contract which infringes upon this right shall be void.

3.000 COMPENSATION AND EXPENSES

10 3.100 NUMBER OF PAYS

The Board agrees to pay each teacher according to the following salary schedule in 26 payments. Payments shall be made every other Friday, but payment schedule may be altered when:

- A. The school business office is closed for holiday or vacation, in which case payment shall be made on the last business office workday prior to the closing.
- B. An emergency results in a delayed payment. In such cases the Board will make every reasonable effort to make payment as soon as possible.
- C. The payment schedule would result in more than 26 pays in a calendar year in which case an adjustment will be made so that one payment will cover a three week period in order to meet a 26 pay per calendar year limitation. (At no time will this result in a payment of more than the actual contract amount of each individual.)
- D. In the event a separation from service occurs before the end of the 12 month payment period, the teacher will be entitled to an additional payment for the amount he has actually earned from the beginning of the 12 month pay period until the date of separation from service, but which has not yet been paid. This additional payment will be included in the teacher's final paycheck. For this purpose, "separation from service" shall have the same meaning as that term is defined in section 1.409A-1(h) of the Treasury regulations. (Generally, the regulations state that a "separation of service" occurs when the employee dies, retires, resigns, or otherwise has a termination of employment with the employer.

33,779.00 SALARY SCHEDULE 2015 - 2016

Years of Ex.	Bachelor's Degree	Salary	Master's Degree	Salary	Master's +15 Degree	Salary
0	1.0000	33,779.00	1.0585	35,755.00		
1	1.0283	34,735.00	1.0925	36,904.00		
2	1.0567	35,694.00	1.1265	38,052.00		
3	1.0850	36,650.00	1.1604	39,197.00		
4	1.1038	37,285.00	1.1944	40,346.00		
5	1.1180	37,765.00	1.2284	41,494.00	1.2472	42,129.00
6	1.1321	38,241.00	1.2623	42,639.00	1.2812	43,278.00
7	1.1463	38,721.00	1.2963	43,788.00	1.3151	44,423.00
8	1.1604	39,197.00	1.3302	44,933.00	1.3491	45,571.00
9	1.1746	39,677.00	1.3642	46,081.00	1.3831	46,720.00
10	1.1887	40,153.00	1.3982	47,230.00	1.4170	47,865.00
11	1.2029	40,633.00	1.4321	48,375.00	1.4510	49,013.00
12	1.2170	41,109.00	1.4661	49,523.00	1.4850	50,162.00
13	1.2312	41,589.00	1.5000	50,669.00	1.5189	51,307.00
14	1.2453	42,065.00	1.5340	51,817.00	1.5529	52,455.00
15	1.2595	42,545.00	1.5680	52,965.00	1.5868	53,601.00
16	1.2736	43,021.00	1.6019	54,111.00	1.6208	54,749.00
17	1.2878	43,501.00	1.6359	55,259.00	1.6548	55,897.00
18	1.3019	43,977.00	1.6699	56,408.00	1.6887	57,043.00

Salary scale for 2015-2016 reflects 186 teacher days worked.

The Board will pay directly to the Indiana State Teachers' Retirement Fund the retirement contribution required of teachers, in the amount of three percent (3%).

Teachers teaching classes outside the regular Contract load shall be paid within thirty (30) days following notification in writing to the Superintendent that the class has been completed.

There will be no base salary increases for the 2016-2017 school year.

3.200 2016-2017 Stipend

For the 2016-2017 academic year, each teacher shall be eligible to receive a stipend equal to up to 2% of the teacher's 2015-2016 base compensation based on the following factors.

1. Evaluation – To be eligible for the compensation provided by this factor, the teacher must have received an evaluation rating of Highly Effective or Effective on the annual performance evaluation for the 2015-2016 school year. However, pursuant to Indiana Code 20-28-9-1.5(d), teachers in their first two (2) full school years who provides instruction to students in elementary school or high school who received an evaluation rating of Ineffective or Improvement Necessary will nonetheless be eligible to receive the compensation provided by this factor.
2. Experience - To be eligible for the compensation provided by this factor, the teacher must have worked 120 days during the 2015-2016 year and must continue to be employed by the Madison-Grant United School Corporation during the 2016-2017 school year.

The credits assigned to the factors identified above shall be divided as follows:

- 1 Experience – 20%
- 2 Evaluation Results – 80%

Disqualification - A teacher who does not qualify for the exemption provided by Indiana Code 20-28-9-1.5(d) who receives an evaluation rating of Ineffective or Improvement Necessary on his/her 2015-2016 evaluation will not be eligible to receive a stipend.

Salary Range –The 2016-2017 salary range is \$33,779 to \$57,043.

3.300 Newly-Hired Teachers

Any teacher hired by the Madison-Grant United School Corporation after August 1, 2016 with previous experience will be placed at a step on the Schedule in Appendix A that mirrors a current teacher at MGUSC based on years of experience recognized by the Indiana Public Retirement System (INPRS) and education.

EXTRA CURRICULAR SALARY SCHEDULE

The index for each position is to be applied to the base (BS-0) salary on the teacher salary schedule. The resultant dollar figure shall be rounded to the nearest whole dollar.

2016-2017

HIGH SCHOOL	Salary
Academic Competition Sponsor	\$2,030.00
Academic Competition Sponsor	\$2,030.00
Boys' Varsity Basketball	\$7,497.00
Assistant Boys' Basketball	\$3,686.00
Assistant Boys' Basketball	\$3,686.00
Assistant Boys' Basketball	\$3,686.00
Varsity Football	\$7,497.00
Assistant Football	\$3,686.00
Assistant Football	\$3,686.00
Assistant Football	\$3686.00
Assistant Football	\$3686.00
Assistant Football	\$3,686.00
Football Equipment Manager	\$1,000.00
Boys' Varsity Track	\$3,311.00
Assistant Boys' Track	\$1,781.00
Head Girls and Boys Cross Country	\$2,905.00
Assistant Girls and Boys Cross Country	\$1,687.00
Boys' Golf	\$1,999.00
Girls' Golf	\$1,999.00
Boys' Tennis	\$1,999.00
Varsity Wrestling	\$3,311.00
Assistant Wrestling	\$1,781.00
Varsity Baseball	\$3,311.00
Assistant Baseball	\$1,781.00
Assistant Baseball	\$1,781.00
Varsity Girls' Softball	\$3,311.00
Assistant Girls' Softball	\$1,781.00
Assistant Girls' Softball	\$1,781.00
Head Cheerleader Sponsor	\$1,531.00
Assistant Cheerleader Sponsor	\$812.00
Girls' Varsity Basketball	\$7,497.00
Assistant Girls' Basketball	\$3,686.00
Assistant Girls' Basketball	\$3,686.00
Assistant Girls' Basketball	\$3,686.00
Girls' Varsity Volleyball	\$4,779.00
Assistant Girls' Volleyball	\$2,468.00
Assistant Girls' Volleyball	\$2,468.00
Girls' Tennis	\$1,999.00
Girls' Track	\$3,311.00
Assistant Girls' Track	\$1,781.00
Honor Society	\$437.00
Honor Society	\$437.00
Dramatics and Thespians	\$812.00
Grade 12 Head Sponsor	\$781.00
Grade 12 Sponsor	\$531.00
Grade 12 Sponsor	\$531.00

Grade 11 Sponsors	\$781.00	
Grade 11 Sponsors	\$781.00	
Grade 11 Sponsors	\$781.00	
Grade 10 Sponsors	\$125.00	
Grade 10 Sponsors	\$125.00	
Grade 9 Sponsors	\$125.00	
Grade 9 Sponsors	\$125.00	
Student Council	\$437.00	
Band Director	\$2,905.00	
Vocal Music Director	\$2124.00	
School Annual	\$750.00	
Auditorium Manager	\$1,093.00	
Family Career & Community Leaders of America	\$656.00	
Spanish Club	\$219.00	
French Club	\$219.00	
Art Club	\$656.00	
DEPARTMENT HEADS		
Departments or Units: Special Ed.; Math; Social Studies; Family Consumer Science; Science;		
Language Arts; Foreign Language; Music; Physical Ed. and Health; Art; Business; Industrial Tech;		
and Library.		
Teachers in Unit or Department		
One	\$187.00	
Two or Three	\$406.00	
Four through Six	\$718.00	
Seven plus	\$937.00	

JUNIOR HIGH SCHOOL	INDEX
Athletic Director and Concessions	\$3,905.00
Academic Competition Sponsor	\$906.00
Grade 8 Football	\$1,343.00
Grade 8 Football	\$1,343.00
Grade 7 Football	\$1,343.00
Grade 7 Football	\$1,343.00
Grade 8 Boys' Basketball	\$1,624.00
Grade 8 Boys' Basketball	\$1,624.00
Grade 7 Boys' Basketball	\$1,624.00
Grade 7 Boys' Basketball	\$1,624.00
Wrestling	\$937.00
Head Boys' Track	\$1,031.00
Head Girls' Track	\$1,031.00
Assistant Boys' and Girls' Track	\$625.00
Cross Country	\$500.00
Cheerleader and Pep Club Sponsor	\$625.00
Grade 8 Girls' Basketball	\$1,624.00
Grade 8 Girls' Basketball	\$1,624.00
Grade 7 Girls' Basketball	\$1,624.00
Grade 7 Girls' Basketball	\$1,624.00
Girls' Volleyball	\$1,562.00
Girls' Volleyball	\$1,562.00
Student Council	\$531.00
Grade 7 – Band Director	\$375.00
Grade 8 – Band Director	\$375.00
ELEMENTARY SCHOOLS	
Band Director	
Park	\$312.00
Summitville	\$312.00
Choir Director	
Park	\$312.00
Summitville	\$312.00
Student Council	
Park	\$312.00
Park	\$312.00
Summitville	\$312.00
DISTRICT	
Library Oversight	\$3,1244.00

**Teacher Tech positions will stay on the EC Listing, but are only filled if needed as determined by the building administrator. The High School/Junior High Teacher Tech position needs to be filled until the building administrator determines it is no longer necessary for it to be filled.

3.500 All certified staff members who anticipate earning a degree or additional credit should notify the central office in writing by May 30

3.600 A teacher who is not provided with a car and who is authorized to use his own automobile in pursuance of assigned school duties shall be reimbursed per approved miles traveled. Rate per approved mile shall be adjusted each July 1 to the Internal Revenue Service rate as of January 1 of the same calendar year.

4.000 LEAVES OF ABSENCE

4.100 Sick leave shall be credited annually to each teacher on the first (1st) day of his employment year as follows:

a. Ten (10) days for teachers on a first regular teaching contract;

b. Nine (9) days for teachers on a regular teaching contract after the first (1st) year;

c. One (1) day of sick leave for employment under an extended or supplemental contract(s) having a duration of 5 through 20 days. If extended or supplemental contract(s) exceeds 20 days employment, an additional day of sick leave shall be credited for each succeeding 5 through 20 days employed.

4.110 Beginning July 1, 2006, total unused sick leave days shall not be permitted to accumulate more than 90 days; provided, however, that a teacher who was employed by the School Corporation on October 1, 2000, and who has in excess of 90 unused sick leave days as of July 1, 2006, shall be permitted to retain such excess days, but shall not be permitted to accumulate any additional sick leave days in excess of 90. After a teacher uses nine (9) sick days in a school year, the building administrator may request a doctor's note for future absences.

4.115 For any teacher retiring on or after December 31, 2005, accumulated unused sick days have no cash value at retirement.

4.120 Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.

4.130 Annual and accumulated sick leave days may be used as follows:

a. Personal illness or quarantine of the teacher.

b. Serious illness in the immediate family. Immediate family shall mean spouse, child, mother, father, mother-in-law, father-in-law, and other

persons financially and/or physically dependent (a note must be submitted to the Superintendent explaining the dependence upon the teacher).

c. Medical or dental appointment of the teacher; necessary medical or dental appointments of the immediate family (immediate family as defined in 7.130b) requiring the accompaniment of the teacher.

d. Other special cases shall be referred by the teacher to the Superintendent for the Superintendent's determination.

4.140 Teachers shall be given a written accounting of accumulated sick leave days by the beginning of each school year.

4.150 Teachers on summer school employment with the School Corporation shall be eligible to use sick or personal leave on the same basis as is used during the regular school year.

4.160 In addition to the sick leave provided for above, when a teacher with prior experience in the Indiana Public Schools System is newly employed in the Madison-Grant United School Corporation, sick leave earned in the previous situation will be credited to the teacher at the beginning of his second year of employment in this School Corporation as follows:

Three (3) days per year until all previous accumulated sick leave days have been credited, limited to the maximum accumulation.

4.200 Bereavement Leave

4.210 Teachers shall be entitled to no more than six (6) consecutive school days leave when death occurs in the immediate family. The leave shall begin with the day following the death and shall continue for six (6) consecutive school days. Should the teacher return to teaching duties before six (6) consecutive school days have elapsed, the teacher may, upon approval of the Superintendent, be allowed one (1) day for the transaction of business related to the death. The day shall be taken within two (2) months of the death. Immediate family shall be defined to include spouse, son, daughter, father, mother, brother, sister, step-child, mother-in-law, father-in-law, step-father, or step-mother.

4.220 Teachers of the School Corporation shall be entitled to not more than three (3) consecutive school days bereavement leave in the event of the death of a grandparent (teacher's grandparent), grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle (teacher's aunt or uncle). The leave shall begin with the day following the death or the day prior to the funeral.

4.221 Teachers of the School Corporation shall be entitled to one (1) school day per occurrence to attend the funeral of a first cousin, spouse's aunt or uncle, spouse's

grandparent, and teacher's niece or nephew.

4.230 Special cases not herein covered shall be referred to the Superintendent.

4.250 Personal Leave

4.260 Teachers shall be granted three (3) days of paid personal leave per school year.

- a. This leave is to be used for matters which cannot be scheduled outside regular school hours. Notification of personal leave should be made two (2) days prior to such leave. If said notification is not possible, said teacher's building principal or the building principal's designee shall be notified prior to the use of the personal leave and written notification shall be provided not later than the first day of return from leave.
- b. The applicant's reason for taking personal leave shall be to state that he is taking it under the provisions of this Contract.
- c. Personal leave shall not be considered as sick leave and no such leave will be granted the day prior to or the day following a scheduled school vacation except in case of emergency. Emergency is defined as a sudden, generally unexpected occurrence or set of circumstances demanding immediate action. Other than an emergency, as defined above, no other circumstances will be considered as paid personal leave for the day prior to or the day following a scheduled school vacation (unpaid leave will be considered upon petition to the Superintendent by the teacher). Scheduled School Vacations include Christmas Vacation, Spring Vacation, and Summer Vacation.
- d. A teacher who does not use all of his annual personal leave allotment may accumulate two of the unused days for a total of five (5) personal days. Any unused personal leave days above this limitation will be transferred to sick leave, subject, however, to the limitation on sick leave accumulation as is provided in 4.110 herein.

4.300 Temporary Disability Leave

4.310 Upon application and approval by the Board, a temporary disability leave of absence shall be granted to teachers of this School Corporation on the following basis:

4.320 Application of Provisions

- a. This provision shall apply to leave in all cases where a teacher is unable to teach because of a disability due to major surgery, pregnancy, childbirth, illness, or injury.

- b. In case of a temporary disability caused by pregnancy, said teacher may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of her child, if, except in a medical emergency, as determined by the teacher's physician, she notifies the Office of the Superintendent at least thirty (30) days before the date on which she desires to start her leave. Such notice must also include a written statement from her physician certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. All or any portion of leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. After her available sick leave has been used, the teacher may be absent without pay subject to all other provisions contained herein.

4.330 Notification

The teacher shall notify the Office of the Superintendent in writing as soon as possible of his intention of taking a temporary disability leave, other than for pregnancy, as well as the anticipated date he wishes to commence said leave and the anticipated date of return. Upon application for leave, the teacher shall choose what portion of sick and/or personal leave will be allocated to such leave.

4.340 General Provisions Covering Said Leaves

- a. If said teacher desires to continue his duty assignment prior to the commencement of said leave, such notice must include a written statement from his physician or a mutually agreed upon physician attesting to the teacher's ability to continue performing the full schedule of the duties and responsibilities of his position and assignments.
- b. Said teacher may elect to utilize his accumulated sick leave during his period of temporary disability provided a physician's certification of disability is submitted to the Office of the Superintendent. While on said leave, sick leave days will be paid only for the number of assigned duty days the teacher is absent for which a physician certifies said teacher to be disabled.
- c. No leave under the provision shall be granted for a period of time in excess of one (1) year, except for a temporary disability due to pregnancy wherein such leave may begin at any time between the commencement date of said teacher's pregnancy and one (1) year following the birth of said teacher's child subject to provisions of paragraph 4.320 herein.

- 4.350 Adoption Leave
- 4.360 Upon application by a teacher, the Board shall grant a teacher an adoption leave of absence, without pay, and Board-paid insurance, for a period not to exceed one (1) year. It is expressly understood that a teacher granted said leave shall not be credited with sick or personal leave days during his leave of absence, but shall retain all previously accumulated sick and personal leave days upon his return.
- 4.400 Professional Leave
- 4.410 Upon written application approved by the Board, teachers shall be granted time, with pay and expenses, to visit other schools, or to attend meetings or conferences of an educational nature.
- 4.450 Court Leave
- 4.460 Court leave with pay shall be granted to teachers for the time necessary to make appearances in any court proceeding resulting from activities relating to the teacher's employment with the School Corporation and initiated by a party other than the Board, a teacher, the Association, or affiliates of the Association.
- 4.500 Jury Duty Leave
- 4.510 A teacher called for grand or petit jury duty shall, during the required period of absence from assigned duty by the Board, be paid full regular salary, provided the total amount of per diem allowance earned by such teacher, if any, is remitted by the teacher to the School Corporation.
- 4.550 Political Leave
- 4.560 A leave of absence, without pay, for a period of six (6) weeks shall be granted to a teacher, upon request, for the purpose of campaigning for public office. If the teacher is elected to the office and the work of the office would interfere with the task of teaching, the teacher shall be granted a leave of absence without pay for a period of time to enable the teacher to serve one (1) full term in the office to which he was elected.
- 4.600 Study Leave
- 4.610 The Board may grant to a teacher, upon application, a leave of absence without pay, and Board-paid insurance for one (1) year for the purpose of study. It is expressly understood that a teacher granted said leave shall not be credited with sick or personal leave days during his leave of absence, but shall retain all previously accumulated sick and personal leave days upon his return.

- 4.650 Sabbatical Leave
- 4.660 Upon written request of the teacher, the Board may grant a sabbatical leave for improvement of instruction through advanced study, work experience, teacher exchange programs, or approved educational travel. A teacher receiving a sabbatical leave shall sign an agreement to return to the School Corporation for the period of time immediately succeeding the sabbatical which is equal to the length of time of sabbatical leave granted.
- 4.670 The Board may grant partial compensation for a sabbatical leave in an amount determined by the Board, subject to such deductions as required by law. A teacher receiving a sabbatical leave shall sign an agreement to remit to the Board, within thirty (30) days of the scheduled date of return, all salary paid by the School Corporation to the teacher while on said leave in the event said teacher elects not to return to the School Corporation as agreed.
- 4.700 Military Leave
- 4.710 Military leave will be granted to any teacher who is inducted into any branch of the Armed Forces of the United States or who enlists. Upon return from such leave, a teacher will be placed on the Salary Schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence, up to a maximum of four (4) years.
- 4.720 Full credit for military service will be allowed to all veterans who took the oath of allegiance, served in either combat or non-combat units, and were honorably discharged. A year shall be defined as at least eight months of military service or a combination of military service and school teaching experience occurring between the dates of August 1 and July 31. In no case, shall a teacher receive more than the number of years he would have received as a teacher had his career not been delayed or interrupted. The same rules will be followed in case of service in the Red Cross or U. S. O. during a period of hostility. Persons serving with the Armed Forces or cooperating auxiliary branches, shall, upon honorable discharge or separation, be readmitted to teaching in a position comparable to the one surrendered by the individual when he left the School Corporation. The teacher shall have up to sixty (60) days after release from active duty to notify the Board of his intention to return to the system. In the event that the veteran's former position is filled and an identical position is not available, then the veteran will be placed in a temporary position until a satisfactory adjustment can be made.
- 4.730 If National Guard or reserve encampment or a period of active training should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence, not to exceed fifteen (15) days in any one (1) calendar year, without loss of pay.

4.760 Compensable Injury Leave

4.760 Any certificated school employee absent from work due to compensable injuries under Worker's Compensation while performing assigned duties of the Board or designee shall suffer no loss of sick leave for the period not to exceed thirty (30) calendar days. The Board agrees to pay the teacher the dollar difference between the teacher's net pay and the dollar amount received by the teacher from Worker's Compensation for a maximum of said thirty (30) calendar days.

4.800 Extension of Leave

4.810 A teacher may request and, upon Board approval, shall receive an extension of a leave of absence.

4.850 General Provision Covering Leaves of Absence

4.860 A teacher returning from a leave of absence shall 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 or one that is mutually agreed upon.

4.870 Teachers returning from leaves of absence shall retain full credit for years of teaching service prior to the leave.

7.800 Sick Leave Bank - Appendix "D"

Please refer to Appendix "D" for complete Sick Leave Bank Language.

5.000 EMPLOYEE SEVERANCE PAY

Employee Severance pay under this Section 5.000 shall no longer be available, and the provisions under Sections 5.000 through 5.800 shall no longer apply, for any teacher retiring on or after **December 31, 2005**. Any teacher who retired prior to **December 31, 2005**, shall be paid his or her Severance Pay in accordance with the Master Contract provisions in effect on the date of his or her retirement and shall be funded through the general fund.

5.100 A minimum number of years (see 5.100 A and B) of teaching experience is required in order to qualify for severance pay. These are years of teaching experience as a regular teacher or administrator, under a full-time contract. Substitute teaching does not apply.

A. After fifteen (15) years in the Madison-Grant United School Corporation, a teacher shall be eligible for severance pay at the rate of \$180.00 per year.

B. After ten (10) years of employment in the Madison-Grant United School Corporation and twenty (20) years total teaching experience, a teacher shall be eligible for the greater of severance pay under 8.100A or severance pay according to 8.500 below.

5.200 In order to qualify for severance pay, a certified employee shall notify the Board of School Trustees for the School Corporation in writing of his intent to retire after April 1 and before June 1 of the year preceding his last full school year of employment. The employee must provide final verification of his intent to retire after June 1 of the year preceding his last full school year of employment, but before the following January 1.

5.300 An employee shall not be eligible for severance pay unless he is eligible for retirement with the Indiana State Teachers' Retirement Fund.

5.400 Severance pay for teachers eligible under 5.100A shall be computed according to the following schedule and the amount of severance pay shall be based upon the daily rate of the retiring employee's compensation as determined by the Contract then in force between the Board and the Association.

5.500

Years Experience	Years in Madison-Grant Schools	% of Accumulated Sick Leave	Max No. of Days
20	10	50	70
21	11	54	75.6
22	12	58	81.2
23	13	62	86.8
24	14	66	92.4
25	15	70	98
26	16	74	103.6
27+	17	75	105

For the purpose of this provision on severance pay, years of teaching or administrative experience with the Madison-Grant United School Corporation shall include years of teaching or administrative experience in all predecessor school corporations of the Madison-Grant United School Corporation.

5.600 In case of the death of the teacher, after having provided final verification per 5.200, payment of any retirement compensation due to the above provisions shall be made to the beneficiary under the same terms as provided in Section 5.000. If a beneficiary is not named, the compensation shall be paid to:

First: The teacher's spouse, if living.

Second: The teacher's estate.

5.700 If a retiring teacher is eligible for supplemental retirement benefits under Section 6.000, the amount of severance pay due the teacher shall be paid in accordance with 6.400.

5.800 The availability of severance pay and supplemental retirement shall be subject to the limitations of any laws, rules, and regulations established by the State and Federal Government.

6.000

SUPPLEMENTAL RETIREMENT

Wherever the words **Incentive Retirement** appear elsewhere in this Contract in reference to this Section, they shall be interpreted to mean **Supplemental Retirement**.

Supplemental retirement benefits under this section 6.000 shall no longer be available, and the provisions under Sections 6.000 through 6.600 shall no longer apply, for any teacher retiring on or after **December 31, 2005**. Any teacher who retired prior to **December 31, 2005**, shall be paid his or her supplemental retirement benefits in accordance with the Master Contract provisions in effect on the date of his or her retirement, which shall be funded through the general fund.

6.50

The Board will provide Supplemental Retirement benefits to a teacher who qualifies according to the following guidelines:

- A. The retiring teacher must be a teacher in the Madison-Grant United School Corporation at the time of retirement.
- B. The teacher must have at least twenty-eight (28) years of teaching experience.
- C. The teacher must have completed the most recent twenty (20) years of teaching experience in the Madison-Grant United School Corporation.
- D. The teacher shall provide written notice to the Superintendent of his intent to retire after April 1 and before June 1 of the year preceding his last full school year of employment. He must provide final verification of his intent to retire after June 1 of the year preceding his last full school year of employment, but before the following January 1.

6.100

All benefits will be calculated from the Master Contract which is in force during the retiring teacher's final year of employment except as expressly provided in Section 6.000. If the Master Contract is being negotiated during the retiring teacher's final year, the teacher's benefits will be calculated from the current (status quo) contract and adjusted accordingly after the negotiated contract has been ratified by both parties.

6.200

Beneficiary

Should a teacher who has notified the Board of the intent to participate in the Supplemental Retirement Program die after the January 1 final verification but prior to receiving full benefits, the remaining benefits will be paid to the designated beneficiary under the same terms as provided in

Section 6.000. If a beneficiary is not named, the benefits will be paid to:

First: The teacher's spouse,
if living. Second: The teacher's estate.

6.400 Severance Pay

Severance pay for teachers who qualify under Section 5.000 will be divided by the number of years that Supplemental Retirement benefits are to be paid and added to the annual Supplemental Retirement benefits.

6.500 Supplemental Retirement Benefit

The benefit to be received each year shall be a factor of the base salary (BS-0) in effect during the last school year of the teacher's active employment. The factor is listed below:

Year 1	0.6336
Year 2	0.5280
Year 3	0.4224
Year 4	0.3168
Year 5	0.2112
Year 6	0.1056

6.550 For purposes of Supplemental Retirements, years of teaching experience shall be defined as the number of years of experience credited to the teacher by Madison-Grant for purposes of placement on the salary schedule.

6.600 The availability of severance pay and supplemental retirement benefits shall be subject to the limitations of any laws, rules, and regulations established by the State and Federal Government.

7.000**SEVERANCE AND SUPPLEMENTAL RETIREMENT BUY-OUT**

Any teacher who is employed by the School Corporation on **October 1, 2000**, and who remains employed by the School Corporation on **December 31, 2005**, shall be eligible for the benefits set forth below in lieu of the severance pay set forth in Section 5.000 and the supplemental retirement pay set forth in Section 6.000. The benefits under this Section 7.000 are **not** available to any teacher hired after **October 1, 2000**, or any teacher retiring prior to **December 31, 2005**.

7.100

A teacher eligible under 7.000 shall receive a one-time buy-out amount equal to the total of:

- A. The greater of (I) the present value of the teacher's projected severance pay set forth in 5.100(A) – OR (II) the present value of the teacher's projected severance pay set forth in 5.500, *plus*
- B. The present value of the teacher's projected supplemental retirement pay set forth in 6.000, *less*
- C. The assumed value of the teacher's 401(a) plan account determined under 10.430.

The present value of the teacher's projected severance pay and supplemental retirement pay, and the assumed value of the teacher's 401(a) plan account, shall be determined as of June 30, 2006. The following assumptions shall be used in making the above calculations: (i) a pre-retirement discount rate of 7.5%, (ii) a post-retirement discount rate of 7.5%, (iii) an assumed retirement date of age fifty-nine (59), (iv) the accumulation of four additional sick days each year, (v) a reduction for FICA, (vi) a turnover assumption, and (vii) annual salary increases rate of one and one-half percent (1.5%).

7.150

Eighty percent (80%) of the buy-out amount for a teacher shall be deposited as a lump sum into an individual account Code Section 401(a) plan on behalf of the teacher, up to the applicable limits in 2006. If this amount exceeds the applicable limits, the buy-out amount shall be paid to the teacher's 403(b) plan account up to the applicable limits in 2006. If the buy-out amount exceeds both the 401(a) and 403(b) applicable limits for 2006, the remaining amount shall be paid to the 401(a) plan the following year(s) until all amounts have been contributed. In the event that a teacher who is vested in some or all of the buy-out amounts dies or retires prior to contribution of the vested buy-out amount to the 401(a) plan, any remaining amount shall be contributed to the 401(a) plan up to the applicable limits, and then to the 403(b) plan.

The 401(a) plan vendor shall be determined by the School Corporation. Teachers shall have the right to individually direct their own investments under

the 401(a) plan. Forfeitures shall be allocated to the accounts of the remaining active teachers participating in the 401(a) plan who received a buy-out amount under this 7.000. Forfeitures will be divided evenly among the remaining active teachers who were active in the year another teacher forfeited his account. If a teacher has closed his account before the forfeitures are distributed, the forfeitures will not be allocated to his closed account.

7.200 Twenty percent (20%) of the buy-out amount for a teacher shall be deposited as a lump sum into an individual account Voluntary Employees Beneficiary Association (VEBA) on behalf of the teacher in 2006.

The VEBA vendor shall be determined by the School Corporation. Teachers shall have the right to individually direct their own investments under the VEBA. Forfeitures shall be allocated to the accounts of the remaining active teachers participating in the VEBA who received a buy-out amount under this 7.000. Forfeitures will be divided evenly among the remaining active teachers who were active in the year another teacher forfeited his account. If a teacher has closed his account before the forfeitures are distributed, the forfeitures will not be allocated to his closed account.

7.250 A teacher shall be vested in the amount of the buy-out of his or her severance pay under 7.100(A) being held in the 401(a) plan and the VEBA at such time that the teacher (i) has 15 years of service in the School Corporation, and (ii) is eligible for retirement under the Indiana State Teachers' Retirement Fund.

7.300 A teacher shall be vested in the amount of the buy-out of his or her severance pay under 7.100(A) being held in the 401(a) plan and the VEBA at such time that the teacher (i) has 10 years of service in the School Corporation, (ii) has 20 years of total teaching experience, and (iii) is eligible for retirement under the Indiana State Teachers' Retirement Fund. Funds in the 401(a) accounts will be available for withdrawal beginning on the first day of the fourth (4th) quarter in the year of the teacher's retirement in accordance with IRS 401(a) rules and regulations.

7.350 Vesting Procedure for Supplemental Retirement Pay

Section A of 7.350 was the original vesting procedure for the Supplemental Retirement Pay. However, during 2008-2009 contract negotiations, the School Corporation agreed to make changes in the vesting procedure for the Supplemental Portion of the Retirement Buyout as outlined in Section B of 7.350. The wording in Section B of 7.350 is contingent upon both the School Corporation and the Association seeking legal counsel to ensure that the proposed language meets all legal requirements and that an updated 401a Plan Document will be drafted and agreed upon by both the School Corporation and the Association. Once legal counsel has reviewed the language and the new plan document is in place, this section may be revised as some language will no

longer be necessary. Before language is removed from this section, discussion will take place between the Association and the Corporation.

A. A teacher shall be vested in the amount of the buy-out of his or her supplemental retirement pay under 7.100(B) being held in the 401(a) plan and the VEBA at such time that the teacher has 28 years of total teaching experience the most recent 20 years of which were with the School Corporation. Funds in the VEBA accounts will be available for withdrawal beginning on the first day of the fourth (4th) quarter in the year of the teacher's retirement in accordance with IRS VEBA rules and regulations.

B. A teacher shall be vested in the amount of the buy-out of his or her supplemental retirement pay under 7.100(B) being held in the 401(a) plan and the VEBA at such time that the teacher satisfies one of the following criteria:

- (i) 28 years of experience, with the most recent 20 being at Madison-Grant,
- OR**
- (ii) 20 years of service at Madison-Grant and attainment of age 65

Funds in the VEBA accounts will be available for withdrawal beginning on the first day of the fourth (4th) quarter in the year of the teacher's retirement in accordance with IRS VEBA rules and regulations.

7.400 If a teacher who is fully vested in his or her benefit dies prior to retirement, the teacher's 401(a) plan account and VEBA account balances shall be distributed to the teacher's designated beneficiary as provided under the respective plan documents.

7.450 Madison-Grant United School Corporation reserves the right to modify the provisions of this Section 7.000-7.400, as well as Section 5.000-5.800, Section 6.000-6.600, Section 8.000-8.300, and/or Section 10.000-10.600, but only to the extent determined necessary to comply with all applicable laws, including the Internal Revenue Code.

7.500 The availability of this severance pay and supplemental retirement buy-out shall be subject to the limitations of any laws, rules, and regulations established by the State and Federal Government.

8.0 RETIREE HEALTH AND LIFE INSURANCE

- 8.100 The following teachers may elect to maintain coverage in the School Corporation's group health insurance plan at the teacher's cost upon retirement: (i) any teacher who retired prior to December 31, 2005, and who has been enrolled in the School Corporation's group health insurance plan since retirement, and (ii) any teacher eligible under 10.000 who retires having satisfied all of the eligibility criteria for supplemental retirement pay set forth under 9.000, and who is enrolled in the School Corporation's group health insurance plan at the time of retirement. If an eligible retiring teacher's spouse is on the School Corporation's group health insurance plan at the time of retirement, the spouse is also eligible to continue coverage until the spouse becomes eligible for Medicare, at the teacher's cost. The teacher must make timely premium payments to the School Corporation in twelve annual installments beginning the September of the school year following retirement. The teacher's and, if applicable, the spouse's coverage under the School Corporation's group health insurance plan shall terminate on the last day of the month prior to the month containing the teacher's (or spouse's) birthday that qualifies the teacher (or spouse) for Medicare coverage.
- 8.200 Any teacher who retired prior to December 31, 2005 may elect to continue coverage in the School Corporation's group term life insurance program at the teacher's cost. However, that coverage will cease at such time that the teacher is no longer entitled to Supplemental Retirement benefits under 9.500 OR would no longer have been entitled to Supplemental Retirement benefits under 9.500 had the teacher not received a buy-out under 9.000. The retired teacher must make timely premium payments to the School Corporation in twelve annual installments beginning the September of the school year following retirement.
- 8.300 The availability of benefits under 8.100 and 8.200 is subject to the limitations of any terms and conditions established by the insurance carriers chosen by the Board and the laws, rules, and regulations established by the State and Federal governments.

9.000 INSURANCE PROTECTION

9.100 Medical Insurance

9.110 Medical Insurance shall be administered by the North Central Health Consortium (Consortium) until such time as the Corporation chooses to withdraw from the Consortium.

- a. Three (3) representatives from the Madison-Grant School Corporation will serve on the governing body of the Consortium (per Consortium requirements). These representatives shall include an administrator, a member of the Association, and a non-certified staff member.

- b. The Board will agree to pay toward the cost of a comprehensive major medical health insurance plan, an amount equal to seventy percent (70%) of the total premium for a family, single, or other offered alternative plan within the Consortium. Effective January 1, 2017, the Board agrees to pay an amount equal to eighty percent (80%) of the premium for Plan 3 for the plan selected by the teacher. In addition, for those teachers who elect to move from the PPO Plan provided by the Consortium to the high deductible health plan, the Board will establish a health savings account for such teacher and contribute the following amount into the teacher's account:

Employee only	\$500
Employee + Children	\$750
Employee + Spouse	\$750
Employee + Family	\$750

Section 125 of the Revenue Act of 1978

Generation I and II of the Revenue Act of 1978 shall be offered. The Board shall designate the carrier, and administrative costs for Part II shall be borne by the employee.

9.120 When refunds by insurance companies are made on teacher-related health policies, such refunds shall be kept separate from other school funds. Such refunds shall become a part of the cash reserves for a self-funded plan or shall be held for cash reserves to begin such a plan.

Should no self-funded plan be contemplated, the refund shall be returned to the teachers who paid the premiums on a pro-rata basis, and the portion paid by the Corporation shall be receipted based upon State Board of Accounts regulations.

9.200 Disability Income Plan

9.210 The Board will provide a 24 hour, calendar year sickness and accident policy

for all teachers under regular contract, and all premiums except one dollar (\$1.00) per said teacher shall be paid by the Board.

9.220 The disability income plan has a thirty-one (31) days accident and a thirty-one (30) day sickness waiting period (calendar days). The policy will pay seven hundred dollars (\$700.00) per month.

9.230 The teacher will start receiving his benefits after the waiting period is exhausted, which starts on the first day that he contracts a doctor and the doctor provides information that the teacher is unable to resume normal activities.

9.240 The current disability plan may be replaced if both parties, (Board and Association), agree on a policy for replacement. Should the current carrier inform the Board that it will no longer provide such coverage, the Board and Association shall agree on a replacement.

9.300 Term Life Insurance

9.310 The Board will provide term life insurance, including double the face value for accidental death, for each full-time teacher employed under regular contract and enrolled in the School Corporation's group plan. The Board shall pay the premium, less one dollar (\$1.00) paid by the teacher.

Amount of coverage shall be \$50,000.00

9.400 Dental Insurance

9.410 The Board will provide a dental insurance plan for each full-time teacher employed under regular contract. This plan will begin in the 2009-2010 school year (commencement date of such plan will be discussed with the Association, but may coincide with the health insurance renewal date of October 1, 2009). The teacher does not have to be enrolled in the School Corporation's group health plan to be eligible for this benefit. The Board shall pay the premium, less one dollar (\$1.00) paid by the teacher.

9.500 The MGUSC Insurance Committee shall meet on at least an annual basis to discuss all pertinent aspects of the insurance coverage provided by MGUSC. This coverage shall include medical, dental, vision, life, and disability. The committee shall include at least one teacher from each building. Such teacher representatives will be selected/assigned by the MGTA. Any reports to teachers concerning the North Central Health Consortium (NCHC), outside the regular MGUSC Insurance Committee meetings, will be the responsibility of the teacher representative who is on the governing body of the NCHC.

10.000 401(a) MATCHING ANNUITY PLAN/403(b) NON-MATCHING PLAN

- 10.100 The Board agrees to establish and maintain a qualified 401(a) Plan for all certified school employees covered under this Agreement. The Board will also maintain a 403(b) Plan for all certified school employees covered under this Agreement. The 403(b) plan will include provisions for pre-tax salary reduction contributions that will be matched by equal Board contributions to the 401(a) Plan to the maximum as outlined in 13.300. Notwithstanding the preceding, effective September 1, 2008, matching contributions shall be made to the 403(b) Plan instead of to the 401(a) Plan.
- 10.150 A maximum one-percent (1%) of teacher salary (as described in 13.200) contribution to the Corporation 403(b) Plan will begin with the 2009-2010 school year (in accordance with current transmittal procedures) and continue each year as long as this provision is part of the Agreement. This will be a one-percent (1%) non-matching contribution made on behalf of any eligible teacher who was a part of the buy-out set forth in 7.000 (hired before October 1, 2000). The teacher must make appropriate application to the 403(b) Vendor in order for this contribution to be made. This Section 10.150 will require, and be subject to, a revised legal 403(b) Plan Document. The parties to this Agreement shall, on an annual basis, determine whether this percentage of teacher salary shall be increased or decreased.
- 10.200 Teacher salary shall be the placement of the teacher on item 3.100, SALARY SCHEDULE for the previous school year. Teacher salary shall not include any other amounts, such as extracurricular, supplemental, extended contract, summer, after school, or extra duty payments. Teacher salary for a teacher new to the corporation shall be the placement on the previous year schedule IF the teacher had been employed at Madison-Grant. For a new teacher, this shall be Bachelors and 0 years of experience.
- 10.300 A maximum two percent (2%) of teacher salary (as described in 10.200) contribution to the Corporation 403(b) Plan will begin with the 2009-2010 school year (in accordance with current transmittal procedures) and continue each year as long as this provision is part of the Agreement. This will be a two percent (2%) non-matching contribution made on behalf of any eligible teacher who was hired after October 1, 2000. The teacher must make appropriate application to the 403(b) Vendor in order for this contribution to be made. This Section 10.150 will require, and be subject to, a revised legal 403(b) Plan Document. The parties to this Agreement shall, on an annual basis, determine whether this percentage of teacher salary shall be increased or decreased.
- 10.400 The parties agree that matching contributions to the 401(a) Plan (and 403(b) Plan effective September 1, 2008) will replace, in the manner designated below, the current EMPLOYEE SEVERANCE PAY, Section 5.000 through

5.800, and also SUPPLEMENTAL RETIREMENT, Section 6.000 through Section 6.600, found in the current Master Agreement. The parties also agree that all matching contributions made to the 401(a) Plan and/or 403(b) Plan by the Board will be considered as additional funds and be counted as part of any salary adjustments negotiated for certified employees covered by this Agreement.

10.410 For certified employees hired after October 1, 2000, the EMPLOYEE SEVERANCE PAY and SUPPLEMENTAL RETIREMENT provisions (hereinafter called SEVERANCE AND RETIREMENT) of this agreement will not be available. The 401(a) Plan and the 403(b) Plan will be the only severance or retirement provisions available to them.

10.420 For certified employees with a hiring date prior to October 1, 2000, provisions 10.430 through 10.450 shall no longer apply except to the extent utilized to calculate the buy-out amounts in 7.000.

10.430 Regardless of the amount deposited to and earned by the 401(a) Plan account, a value will be placed on the account at the end of each contract year. The assumption for this calculation will always be that the teacher is participating to the maximum degree in this program, regardless of level of participation of the teacher. This value shall be called the “assumed value,” and shall be determined as follows:

A. The “assumed value” at the beginning of the contract year (which is the same value determined at the end of the previous contract year) shall be increased by the percentage amount of the “guaranteed fund” of the Indiana State Teacher Retirement Fund in effect at January 1 of the contract year. This percentage is expressed as “PA” below. For example, an eight and a half (8.5) percent rate shall be .085, etc. This calculation shall be as follows:

Beginning “assumed value” X (1.00 + PA) = adjusted “assumed value.”

B. The value of the amount deposited during the year shall be determined as follows: The amount deposited during the year, shall be increased by the rate “PA” above, applied to one-half of the amount deposited.

Amount deposited / 2 X (PA) + amount deposited = deposit value.

C. The “assumed value” at the end of the contract year shall be the adjusted “assumed value” in A above, plus the deposit value in B above.

10.440 For employees hired prior to October 1, 2000, the dollar amount the employee will receive from SEVERANCE AND RETIREMENT provisions shall be reduced by the value calculated in item 7.430 above, at the end of the final year of employment.

- 10.450 The dollar amount determined by 7.430 above shall be divided by the six years of SUPPLEMENTAL RETIREMENT benefit and applied equally to the years SUPPLEMENTAL RETIREMENT will be paid. The amount of “assumed value” applied to any year shall not be greater than the total SEVERANCE AND RETIREMENT for that year. Should the amount of “assumed value” divided by years of SUPPLEMENTAL RETIREMENT be greater than SEVERANCE AND RETIREMENT for any year, the remaining “assumed value” (“assumed value” for that year minus SEVERANCE AND RETIREMENT for that year) shall be divided equally among the remaining years, and no SEVERANCE AND RETIREMENT will be paid for that year. Should that total “assumed value” be greater than the total SEVERANCE AND RETIREMENT amount, there will be no payments for SEVERANCE AND RETIREMENT.
- 10.500 The 401(a) Plan and 403(b) Plan will:
- A. Be subject to all applicable Internal Revenue Service regulations.
 - B. Be subject to all applicable State and Federal laws.
- 10.600 Employees will be 100% vested in the 401(a) Plan and 403(b) Plan immediately upon participation in the plan.
- 10.700 The availability of benefits under the 401(a) Plan and 403(b) Plan shall be subject to the limitations of any laws, rules, and regulations established by the State and Federal Government.

11.000 GRIEVANCE

11.100 DEFINITIONS

- a. A “grievance” is an alleged violation of claimed misapplication or misinterpretation of a specific article or section of this Contract.
- b. The term “day” when used in this Article shall mean teacher days (as that term is used in the school calendar or 186 days.) During the summer recess, the term shall mean weekdays (Monday through Friday).
- c. The term “grievant” in this Article means grievant or grievants as is applicable in each instance.
- d. The term “building administrator” when used in this Article shall refer to the building principal, or in his absence the assistant principal, or in the absence of both, the Superintendent.
- e. The term “non-teaching hours” when used in this Article shall mean one-half hour prior to the beginning of scheduled daily class instruction and one hour following the termination of daily class instruction.

11.200 Joint Grievances

11.210 An individual teacher or group of teachers may present a grievance. The adjustment of all grievances shall not be inconsistent with the terms of this Contract.

11.300 Procedure

11.310 Step One

Within five (5) days of the incident, which is the subject of the grievance, a grievance shall be initiated by the grievant approaching the building administrator during non-teaching hours, and the parties shall discuss the matter in an effort to resolve the grievance.

Step Two

In the event the grievance is not resolved, the grievant may file within six (6) days from the initial discussion of the parties as provided in Step One, a formal grievance in writing with the building administrator on the form provided by the Board and agreed upon by the Association.

- 1. The grievance shall:
 - a. Name the grievant involved;
 - b. State the facts giving rise to the grievance;
 - c. Identify the specific provisions of this Contract misinterpreted or

- misapplied;
- d. State the contention of the grievant with respect to the grievance;
 - e. Indicate the specific relief requested; and
 - f. Be signed by the grievant.
2. Within five (5) days after receiving the written grievance, the building administrator shall communicate his answer in writing to the grievant and said answer shall be attached to the grievance.
 3. The building administrator or the grievant may request another meeting or meetings prior to the expiration of the time period provided in paragraph two (2) immediately above. The grievant may request that another teacher, who is a representative of the Association, accompany the grievant at such meeting.

Step Three

1. If the grievance is not resolved in Step Two, the grievant may, within five (5) days of receipt of the building administrator's answer appeal to the Superintendent, or in the event of his absence, within five (5) days following his return, by filing the grievance and the building administrator's answer.
2. The Superintendent shall review the grievance and render his decision in writing to the grievant within five (5) days. Such answer shall be attached to the grievance.

Step Four

1. If the grievance is not resolved in Step One, Step Two, or Step Three, the grievant may within five (5) days of the receipt of the Superintendent's answer, appeal to the Board by filing the grievance and all attachments with the Superintendent. Any response by the grievant shall be attached to the grievance.
2. The Board shall review the grievance and render its decision in writing to the grievant within fifteen (15) calendar days following the first regular board meeting scheduled after submission of the grievance to the Superintendent as herein provided. Such answer shall be attached to the grievance.

Step Five

Within twenty (20) days after receipt of the decision in Step Four, the Association or the Superintendent, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association, pursuant to the following procedure:

1. The two (2) parties shall attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notification is given, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The arbitrator shall set forth his findings and conclusions on the issues submitted. Both parties agree to be bound by the award of the arbitrator.
2. The Board and the Association agree that neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
3. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association, except as noted below. All other expenses shall be borne by the party incurring them. Should the Administrator/Board fail to answer a grievance within the time limit in Step Two, Step Three, or Step Four, the fees and expenses of the arbitrator shall be borne by the Board.
4. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Contract.
5. Hearing shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons including witnesses. Hearings shall be conducted during non-school hours unless there is a mutual agreement for other arrangements.

11.400 Other Provisions Relating to the Grievance Procedure

1. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation.
2. Time limits herein may be extended only by mutual agreement, signed by the parties.
3. Time limits herein apply to teachers on leave of absence, other than sick leave and emergency leave, as if such teacher were present and working.
4. If there is a failure at Step Two, Step Three, or Step Four to communicate the decision on a grievance within the specified time limit, it shall be considered to be at the next step.
5. 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.

6. Any grievance which arose prior to the date of this Contract shall not be processed.
7. Nothing contained herein shall deny to any employee rights under State or Federal Constitutions and laws.
8. No employee shall use the grievance procedure to appeal teacher dismissals or any decision of the Board or Administration if such decision is pursuant to any order of or written agreement with any other State or Federal Regulatory Commission or Agency.
9. Any grievance not presented in Step One within the time limits therein set out or any grievance not submitted in writing in Step Two within six (6) teaching days of its submission in Step One, shall be deemed waived and shall not be processed.
10. 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 a valid basis for evaluation.

12.000 TERM OF CONTRACT

- 1. This Contract shall be effective as of August 1, 2016, and shall continue to be effective through June 30, 2017.
- 2. The Contract shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Whenever any notice is required to be given by 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:

11580 S E00W
Fairmount, IN 46928

If by the Board
to the Association at:

1800 Wabash Road
Marion, IN 46952

In witness whereof, the parties hereto have executed this instrument the day and year first above written,

This Contract is so attested by the parties whose signatures appear below:

Board of School Trustees of
The Madison-Grant United
School Corporation

Madison-Grant
Teachers' Association

President

President

Secretary

Chief Negotiator

Date

Date

APPENDIX "A"

TEMPORARY DISABILITY LEAVE FORM

Name _____ Date _____

Address _____ Phone _____

School _____ Position _____

Date of last day of teaching _____

Approximate date of returning to present employment _____

Sick leave days available _____

Amount of sick days applied to Temporary Disability Leave _____

Personal leave days available _____

Amount of personal days applied to Temporary Disability Leave _____

Total sick and personal leave days available _____

Total amount of leave days applied to Temporary Disability Leave _____

Signature of Teacher

Submit to Superintendent

APPENDIX "B"

GRIEVANCE REPORT FORM

For

Matters relating to the Master Contract between the Association and the Madison-Grant United School Corporation Board of School Trustees

STEP 1 – This step involves a verbal exchange between the grievant and the building administrator as outlined in Section 11.310 of the Master Contract.

Submitted to Building Administrator

Name of Grievant _____ Building _____

Date Filed _____ Assignment _____

STEP 2

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Building Administrator _____

Signature

Date

D. Position of Grievant and/or Association _____

Signature

Date

STEP 3

A. Disposition by Superintendent _____

Signature

Date

B. Position of Grievant and/or Association _____

Signature

Date

STEP 4

A. Disposition by Board of School Trustees _____

B. Position of Grievant and/or Association _____

Signature

Date

STEP 5

A. Date Submitted to Arbitration _____

B. Findings and Recommendations of Arbitrator _____

Signature

Date

APPE N DIX
Appendix to 4.800 – Sick Leave Bank

I. Sick Leave Bank

A. Purpose: To provide additional sick and accidental benefits beyond normal sick leave for all certified teachers who are unable to perform their normal duties for medical reasons (of the certified teacher).

B. Participation

1. All certified teachers are eligible to contribute and must complete the Sick Leave Bank Form of their intent to participate or not. This notification must be turned into the Association Designee who will then turn both a compiled list and the Sick Leave Bank Forms in to the Central Office within ten (10) business days of the beginning of the school year. For those choosing to participate, their contribution will be deducted from their individual sick leave days once the above mentioned documentation is turned in to the Central Office.
2. Newly hired teachers who choose to participate in the Sick Leave Bank must complete the necessary paper work and turn such paper work into the Association Designee. This documentation must be turned into the Central Office, by the Association Designee, within ten (10) days of the new teacher signing their first contract.
3. Withdrawal of Membership: A teacher may withdraw from the Sick Leave Bank at any time, but may not withdraw donated days.
4. Previous non-participants may join the Bank by making any back contributions equal to the number of days they would have contributed had they joined when originally eligible.
5. Non-participants are not eligible to receive days from the Bank.

C. Contributions

1. Each participant will contribute at least one (1) day per year and may contribute up to the maximum of three (3) days per year. For purposes of determining a participant's maximum allowable sick leave balance at the end of a school year, the day or days contributed will be treated as sick leave used. Once the Bank has at least 200 days, no further contributions will be required until the Bank days fall below 50.
2. If no assessment has been made in a particular school year and the number of banked days drops below 50 prior to March 15th, each participant shall be assessed one (1) day unless he/she has contributed a maximum of three (3) days.

3. When the Bank has fewer than 50 days, participants shall contribute another day. If at that time a member has no remaining sick leave days, he/she shall be exempt from this assessment until the beginning of the following school year.
4. Once days are in the Bank, they lose all identity and cannot be reclaimed by the contributor.
5. Any days that are granted for use from the Sick Leave Bank, but are not used, shall be returned to the Bank and will not be considered repayment of days used.

D. Administration

1. The Sick Leave Bank shall be administered by a committee composed of five (5) voting Bank Members (with an attempt to have each building represented) appointed by the Association President on an annual basis. The Association President or designee shall chair the committee. The Committee Chair shall be responsible for convening the Committee to consider applications for Bank days and shall report the decision of the Committee to the applicant and the Superintendent in writing.
2. Although it is the Association's responsibility to develop application guidelines and any other regulatory forms necessary to conduct Sick Leave Bank business, all forms and guidelines will be shared with the Superintendent.
3. It is understood that the Bank cannot discriminate against any applicant nor can it make illegal decisions.
4. The Corporation shall be responsible for maintaining Bank records and shall provide the Association President and Committee Chair with an account by October 1 of each year and upon request if there has been activity.
5. Both the Superintendent's office and the Sick Leave Bank shall keep records on the number of days in the Sick Leave Bank and of the use of such days by participants. These records shall be reconciled at the end of each academic year.

E. Procedure

1. An Applicant must have exhausted all of his/her sick leave and personal leave days and have had five (5) days of unpaid leave before receiving benefits. In the event of a demonstrated hardship, the Applicant may petition the Committee to waive all or a portion of the unpaid leave.
2. Application must be in writing on the Committee's form and submitted to the Association President with a copy to the Superintendent.
3. Ideally, the application should be made at least ten (10) days before the absence.
4. In cases of emergencies, application should be made as soon as possible.

5. Application may be made by a personal representative if the Applicant is unable to do so.
6. A physician's statement indicating the necessity of the leave and a prognosis for a return to work shall be required. This information is deemed confidential.
7. A maximum of 25 school days per loan shall be allowed.
8. If more days are needed, the Applicant must reapply.
9. No participant will be eligible for both Corporation Disability and Sick Leave Bank at the same time.
10. If the Committee denies a loan, it must state in writing the reason(s) for denial. The decision of the Committee will be final.

F. Repayment

1. Following return to work, the Borrower shall repay the days at a rate of two (2) days per year until all borrowed days are repaid or he/she retires. In case of a demonstrated hardship, the borrower may petition the committee for a lesser number of days per year. These days will be automatically deducted from the Borrower's new bank of sick leave days at the beginning of the following school year unless the Superintendent is notified otherwise, in writing, by the Association President.
2. If a Borrower leaves or retires from Madison-Grant prior to repaying the days borrowed, any sick leave days remaining in his/her account shall be used to repay the loan.
3. The committee may waive repayment of the loan in case of death.