

CONTRACT
BETWEEN
THE BOARD OF SCHOOL TRUSTEES OF THE
MT. VERNON COMMUNITY SCHOOL CORPORATION
AND
MT. VERNON CLASSROOM TEACHERS' ASSOCIATION
2021-2022



THIS CONTRACT WAS ENTERED INTO THIS 1st Day of November 2021 BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE MT. VERNON COMMUNITY SCHOOL CORPORATION, HEREINAFTER CALLED THE "SCHOOL EMPLOYER" AND THE MT. VERNON CLASSROOM TEACHERS' ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION."

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ARTICLE I- RECOGNITION

The School Employer recognizes the Mt. Vernon Classroom Teachers' Association as the exclusive representative of certificated school employees in the following bargaining unit:

All certificated employees, as defined in Indiana Code 20-29, and all employees hired to teach with an Occupational Specialist's License, in the Mt. Vernon Community School Corporation, except for:

- Superintendent;
- Assistant Superintendent;
- Director of Curriculum and Instruction
- Assistant Director of Curriculum and Instruction
- Director of Special Education
- Assistant Director of Special Education
- Director of Technology
- Chief Financial Officer
- Director of Operations
- Principal
- Assistant Principal
- Athletic Director
- Assistant Athletic Director
- Teachers on a temporary contract of less than 120 consecutive days

ARTICLE II - DEFINITIONS

As used in this contract:

- 2.1 School employer means the Board of School Trustees of the Mt. Vernon Community School Corporation and any person(s) authorized to act for said body in dealing with its employees.
- 2.2 School corporation means the Mt. Vernon Community School Corporation (MVCSC) of the County of Hancock of the State of Indiana.
- 2.3 Certificated school employee(s) and teacher(s) means the certificated personnel employed by the school employer in the bargaining unit as defined in Article I of this contract.
- 2.4 School employee organization means the organization (MVCTA) which has said certificated school employees as members and one of whose primary purposes is representing said certificated school employees in dealing with the school employer and includes any person or persons authorized to act on behalf of such organization.
- 2.5 Association means the school employee organization (CTA) which has been certified or recognized as the exclusive representative of said certificated school employees, or persons duly authorized to act on behalf of such representative.

- 2.6 During the school term, "Day" means the school employer assigned duty day of the teacher which occurs during the terms of a regular teacher's contract. At all other times, "day" shall mean Monday through Friday and shall exclude Saturday and Sunday.
- 2.7 "Part-time teacher" means any certified employee as defined in Article I who signs a regular contract for less than a full school day or school year.

ARTICLE III -SALARY AND WAGES

- 3.1 The basic salaries of employees covered by this Contract are set forth in Section 3.6, incorporated in this Contract. In addition to the amounts shown on the Salary Schedule, the school employer shall also pay the teacher's contribution to INPRS, amounting to three (3) percent (3%) of each teacher's salary.
- 3.2 The extra-curricular pay schedule is set forth in Appendix A. The stipend includes pay for services rendered before school starts, during vacation periods, and after school closes according to the assignment of the school employer.
- 3.3 Teachers who teach summer school courses, including non-credit driver education, shall be compensated for the duration of this Contract at their per diem rate.
- 3.4 Teachers who participate in professional development and curriculum writing outside of contract hours shall be compensated at the hourly rate of \$30 per hour. Teachers who present or provide training to other teachers outside of contract hour shall be compensated at the hourly rate of \$35 per hour.
- 3.5 Extra days are a subject of discussion. Therefore, any mention of extra days is included in this agreement for informational purposes only.
- 3.6 The salary range was \$40,010-\$81,830 before any increases negotiated under this agreement. The new salary range for 2021-2022 will be \$42,165-\$83,985 under this agreement.
- 3.7 The Superintendent has the authority to hire staff one (1) salary level above the level commensurate with the teacher's education and experience.
- 3.8 Employees covered by this contract will be compensated for attendance at special education annual case conferences and annual case reviews for Section 504 students which are held outside the teacher day. Teachers will be compensated at the rate of ~~35.50~~ \$37.00 per hour. In the event less than one hour is spent, compensation will be for each fifteen minute increment or portion thereof.
- 3.9 Eligibility Requirement for Salary Increase: Any teacher having an evaluation result of "Improvement Necessary" or "Ineffective" shall not be eligible to receive any salary increase. To be eligible, a teacher must have worked at least 120 contracted days at a public school during the previous school year and did not receive a rating of improvement necessary or ineffective on their summative teacher evaluation. At least 60 of the minimum 120 contracted days must have been at MVCSC the previous school year.

- 3.10 2021-2022 Salary Increase Amount: The salary increase for 2021-2022 shall be an increase of \$2,155 to the base salary schedule/scale and one step on the base salary schedule/scale. Those members new to the bargaining unit for the 2021-22 school year or who are at the top of the scale will not be eligible to receive a step on the scale.
- 3.11 Factors for Salary Increase: Any base salary increase awarded to a teacher will be based on receipt of an effective or highly effective evaluation (50% of total available increase) and a master's degree in the field of education (50% of total available increase). A teacher may move over a column on the scale or down a column on the scale in a given year, but may not move both over and down in any given year.
- 3.12 Teacher retention catch-up stipend: Up to, but not exceeding \$58,752, will be used to add an additional step on the salary schedule/scale for *some* teachers who are behind on their years of teaching experience in a public school (in and out of state) combined with their military years of service. Since this amount will not allow us to move all teachers who are behind this year, we will prioritize those teachers who are closest to full retirement eligibility who have not yet received a step. We will move teachers one step based on this criteria until we reach the \$58,752 cap without going over.
- 3.13 Any teacher employed on less than a full time basis (1 FTE) shall receive compensation for the two factors of the compensation model on a prorated basis, in proportion to the percentage of one full time equivalent(1 FTE) for which the teacher is employed.
- 3.14 Any teacher who is credentialed to teach dual credit courses AND who is assigned to teach a dual credit course during the school year for two semesters will receive an academic-based stipend equal to 0.14 index of the ECA base (\$4,847.36). Any teacher teaching a DC course for one semester that is fully credentialed to do so will earn half of the stipend. This academic stipend does not apply to those working towards credentialing. Once a teacher meets the requirements for this stipend, he/she would NOT receive the DC stipend listed on the ECA schedule.
- 3.15 Any teacher who provides sub coverage for another class during their prep period when a sub cannot be secured shall be compensated at \$40 per hour. **In the event that less than or more than one hour is spent covering a class, compensation will be figured for each fifteen minute increment or portion thereof.** This compensation will be provided to them in order for them to complete their preparation time in full after regular school hours.

3.14 Base Salary

BACHELOR'S DEGREE

2021-22

A	\$42,165
B	\$43,185
C	\$44,205
D	\$45,225
E	\$46,245
F	\$47,265
G	\$48,285
H	\$49,305
I	\$50,325
J	\$51,345
K	\$52,365
L	\$53,385
M	\$54,405
N	\$55,425
O	\$56,445
P	\$57,465
Q	\$58,485
R	\$59,505
S	\$60,525
T	\$61,545
U	\$62,565
V	\$63,585
W	\$64,605
X	\$65,625
Y	\$66,645
Z	\$67,665
AA	\$68,685
BB	\$69,705
CC	\$70,725
DD	\$71,745
EE	\$72,765
FF	\$73,785
GG	\$74,805
HH	\$75,825
II	\$76,845
JJ	\$77,865
KK	\$78,885
LL	\$79,905
MM	\$80,925
NN	\$81,945

MASTER'S DEGREE

2021-22

A	\$44,205
B	\$45,225
C	\$46,245
D	\$47,265
E	\$48,285
F	\$49,305
G	\$50,325
H	\$51,345
I	\$52,365
J	\$53,385
K	\$54,405
L	\$55,425
M	\$56,445
N	\$57,465
O	\$58,485
P	\$59,505
Q	\$60,525
R	\$61,545
S	\$62,565
T	\$63,585
U	\$64,605
V	\$65,625
W	\$66,645
X	\$67,665
Y	\$68,685
Z	\$69,705
AA	\$70,725
BB	\$71,745
CC	\$72,765
DD	\$73,785
EE	\$74,805
FF	\$75,825
GG	\$76,845
HH	\$77,865
II	\$78,885
JJ	\$79,905
KK	\$80,925
LL	\$81,945
MM	\$82,965
NN	\$83,985

ARTICLE IV - INSURANCE

4.1 Health and Hospitalization Insurance

1. The Board will contribute the following amounts toward the following health insurance plans for teachers. In addition, the Board will match employee contributions on a dollar for dollar basis in a health savings account for Plans 2 and 3 according to the following schedule. The Board's matching contributions to employee HSA accounts will be made through biweekly payroll deductions.

Plan	Type of Coverage	Board's Premium Share	HSA Match	Employee Deductible
Plan 1 - PPO	Employee Only	76.3%	n/a	\$2,500
Plan 1 - PPO	Employee + Spouse	67.0%	n/a	\$5,000
Plan 1 - PPO	Employee + Children	67.0%	n/a	\$5,000
Plan 1 - PPO	Family	67.0%	n/a	\$5,000
Plan 2 – HSA \$2500	Employee Only	85.0%	\$500	\$2,500
Plan 2 – HSA \$2500	Employee + Spouse	76.3%	\$750	\$5,000
Plan 2 – HSA \$2500	Employee + Children	76.3%	\$750	\$5,000
Plan 2 – HSA \$2500	Family	76.3%	\$1,000	\$5,000
Plan 3 – HSA \$5000	Employee Only	90.9%	\$1,000	\$5,000
Plan 3 – HSA \$5000	Employee + Spouse	89.3%	\$1,500	\$10,000
Plan 3 – HSA \$5000	Employee + Children	89.3%	\$1,500	\$10,000
Plan 3 – HSA \$5000	Family	89.3%	\$2,000	\$10,000
Plan 4 - HMA	Employee Only	95.5%	\$0.0	\$0.0
Plan 4 - HMA	Employee + Spouse	95.5%	\$0.0	\$0.0
Plan 4 - HMA	Employee + Children	67.0%	\$0.0	\$0.0
Plan 4 - HMA	Family	67.0%	\$0.0	\$0.0

As established in 2020-21, MVCSC and MVCTA agree to continue the percentage splits for increased insurance rates for the upcoming plan year as follows:

PPO - 67 Employer/33 Employee; HSA 1 - 70 Employer/30 Employee; HSA 2 - 75 Employer/25 Employee

2. Should both spouses, who are employed in a certified position, be entitled to participate in this insurance plan, such persons may elect to:
 - (a) enroll in two (2) separate single plans;
 - (b) enroll in one (1) family plan; or
 - (c) combine their entitlements under this section for separate, single plans toward the payment of one (1) family plan.
3. Up to the amount specified above will be paid to such insurance company or companies as is determined and solely selected by the school employer with said teacher paying not less than one dollar (\$1.00) annually.
4. Part-time employees will receive this benefit in the same ratio as their percentage of full-time employment.

4.2 Vision Insurance

The school employer shall make available vision insurance for each employee covered by this contract and enrolled in the corporation's group vision insurance program. The vendor for such insurance shall be selected by the MVCSC. Furthermore, the school employer shall pay all but \$1.00 of the premium for such insurance. Part-time employees will receive this benefit in the same ratio as their percentage of full-time employment.

4.3 Dental Insurance

The school employer shall make available dental insurance for each employee covered by this contract and enrolled in the corporation's group dental insurance program. The vendor for such insurance shall be selected by the MVCSC. Furthermore, the school employer shall pay all but \$1.00 of the premium for such insurance. Part-time employees will receive this benefit in the same ratio as their percentage of full-time employment.

4.4 Life Insurance

The school employer shall make available term-life insurance in the amount of \$50,000 coverage (double for accidental death) per employee covered by this contract and enrolled in the corporation's group life insurance program. The insurance company shall be selected by the MVCSC. Furthermore, the school employer shall pay all but \$1.00 of the cost of the premium for this insurance.

4.5 Long Term Disability Insurance

The school employer shall make available a long-term disability insurance plan for each employee covered by this contract. Said disability insurance plan shall provide for a minimum benefit equal to two thirds (2/3) of the teacher's salary. The vendor for such insurance shall be selected by the MVCSC. Furthermore, the school employer shall pay all but \$1.00 of the cost of the annual premium for the insurance.

4.6 Section 125

The corporation agrees to provide a Section 125 fringe benefit (cafeteria) plan. The corporation further agrees to pay up to \$2 per month per employee for the cost of this program. The balance, if any, will be paid by the individual participants. Retired teachers may participate in the program to the extent permitted by the carrier and applicable law. The carrier shall be selected by the MVCSC.

4.7 Insurance during a Board Approved Leave of Absence

If a teacher is on a Board approved medical leave of absence, the school employer shall continue to provide the insurance benefits that were in place at the time the leave was approved. Unless otherwise required by law, the teacher shall be responsible for paying the full cost of insurance premiums while on a Board approved medical leave of absence.

4.8 Employee Assistance Program (EAP)

The school employer shall make available an Employee Assistance Plan (EAP) for each employee covered by this contract. The EAP is a counseling or referral service designed to assist employees and their families in overcoming personal problems. The vendor for such service shall be selected by MVCSC.

4.9 Part-time teachers shall receive insurance benefits as outlined in Article IV and salary and leave benefits in direct proportion to the hours worked.

ARTICLE V - LEAVES

5.1 Sick Leave Days

- (a) Personal Illness: Each full-time employee covered by this contract shall be entitled to be absent from work with pay, for a total of eleven (11) days because of personal illness or quarantine or medical and dental appointments during the first year of employment. Any employee may use their accumulated sick days, if any absence exceeds 5 consecutive days, FMLA documentation must be provided to the employee by the employer.

Eleven (11) sick days shall be given at the beginning of each school year, exclusive of previous accumulated leave. A teacher employed under a regular or qualifying temporary contract for only a portion of the school day and/or year shall be entitled to a proportionate number of sick leave days. Unused sick leave days left at the end of the school year shall accumulate to a maximum of 195 days.

- (b) Family Illness: Sick leave days may be used for the illness of parents, spouse, children, or members of the teacher's household and sick leave days run concurrently with FMLA according to doctor's recommendation.
- (c) In the event any teacher shall have accumulated one or more days of sick leave in another school corporation of this state and shall thereupon become employed in this school corporation, there shall be added for the second year and each year thereafter of such employment up to three (3) days of sick leave until the number of accumulated days to which said teacher was entitled in the last place of employment shall have been exhausted.

5.2 Summer School Sick Leave

A teacher in summer school shall be granted one (1) non-accumulative leave day for use in case of personal business or personal illness during the summer school period. For purposes of definition, the day is a scheduled workday regardless of the number of hours per day that the teacher is assigned. A teacher may then use his accumulated sick leave from the regular school year if so needed. In this case, four (4) hours or less of instructional time equals one-half (1/2) day and more than four (4) hours of instructional time equals one day.

5.3 Personal Business Days

Each full-time employee covered by this contract shall be entitled to four (4) days of absence per school year without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs. A teacher employed under regular contract, or a qualifying temporary contract, for only a portion of the school day and/or year shall be entitled to a proportionate number of days of personal leave. If, in any school year, the teacher is absent for reasons covered in this provision for fewer than four (4) days, the remaining days shall be transferred to the teacher's accumulated sick leave.

5.4 Bereavement Days

- (a) In case of death in the immediate family of an employee covered by this contract, the employee is entitled to be absent up to (5) school days without loss of compensation for the purpose of attending the last burial rites and for grieving the loss of spouse, parents, step parents, father-in-law, mother-in-law, child, stepchild, brother, sister, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and any other relative who at the time of death was living as a member of the employee's household. The employee must take the bereavement leave within thirty (30) calendar days of the death of the immediate family member. Any unused days after that date will no longer be available for his use.

If the death occurs during the time period from the first day of summer break through the date one week from the first teacher day of the school year, this section does not apply unless the person is employed by the school corporation to teach summer school. In the case of summer school, a day of leave is a scheduled workday regardless of the number of hours per day that an employee is assigned. If the death occurs within one (1) week of the beginning of school, the employee may use any or all of these days within thirty (30) days of the death.

- (b) In case of the death of an uncle, aunt, cousin, niece, or nephew not living in the employee's household, the teacher is entitled to be absent one (1) day without loss of compensation. The procedures governing the use of this day are the same as those outlined in Section 5.4 (a).

5.5 Jury and Witness Duty

A teacher called for grand jury, petit jury, or a subpoena response which serves the public interest or is in a job-related situation, shall, during the required period of absence from assigned duty by the school employer, be paid full regular salary provided the total amount per diem allowance earned by such teacher, if any, for such service is remitted to the school employer.

5.6 Temporary Disability Leave

Upon application and approval by the school employer, a temporary disability leave of absence shall be granted to teachers of this school corporation on the following basis:

(a) Application of Provisions

1. This provision shall apply to leave in all cases where a teacher is unable to teach because of a disability substantial in nature or duration, including major surgery, illness, injury, or mental duress.
2. In case of a temporary disability caused by pregnancy, said teacher is entitled to leave of absence during her temporary disability. Said teacher may elect to utilize up to twenty (20) days of accumulated sick leave prior to the delivery and forty (40) days of accumulated sick leave after the delivery under the provisions of this contract. Days not used prior to the delivery may be added to the sixty (60) days after the delivery. However, the teacher is not entitled to take accumulated sick days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties.

(b) Notification: After determination that such leave is imminent, the teacher shall give timely notice to the Office of the Superintendent, in writing, of the anticipated date he/she wishes to commence said leave of absence and anticipated date of return. The request must be accompanied by a physician's statement indicating the need for the leave.

(c) General Provisions Covering Temporary Disability Leave Are As Follows:

1. 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 attesting to the teacher's ability to continue performing the full schedule of the duties and responsibilities of his position and assignments. Said teacher will be permitted to continue on full active duty until such date, provided he/she does perform the full duties and responsibilities of his position and assignments and provides from time to time upon request of the school employer, additional certification from his physician of his full ability to continue performing the full schedule of the duties and responsibilities of his position and assignments.
2. Said teacher may elect to utilize accumulated sick leave during this period of temporary physical disability provided a physician's statement and certification of physical disability is submitted to the Office of the Superintendent for any said temporary disability absence of more than the ten (10) consecutive days. While on said leave, sick leave days will be paid for the number of assigned duty days the teacher is absent for which a physician certifies said teacher to be physically disabled, limited to the extent of the number of sick leave days accumulated by the teacher at the time said leave commences. Additional statements of certification by a physician of the temporary physical disability of said teacher may be required by the school

employer, except for temporary disability caused by pregnancy, for said disability which exceeds a duration of thirty (30) consecutive days.

3. In all cases the school employer reserves the right to require a second examination by a school employer-appointed physician(s) to determine a teacher's fitness.
4. Except for a temporary disability caused by pregnancy as is provided in Paragraph 5.6(a) 2. herein, no leave shall be granted for a period exceeding one (1) year. A teacher on board approved medical leave may apply for up to one additional year of medical leave provided a physician's statement and certification of physical disability are submitted to the Office of the Superintendent along with the teacher's written request for an additional year of medical leave. The leave request must be submitted by June 1, and must meet the approval of the superintendent and school employer.
5. If allowed by the insurance carrier, a teacher on an approved leave of absence may continue to participate in the group insurance programs at his or her own expense unless otherwise required by law, and the corporation will maintain the teacher's benefits as they were on the date the leave was approved.

5.7 Return from Leave

- (a) Upon return from any leave exceeding (60) days, an employee may be assigned by the school employer to any available position to which he/ she is qualified and certified.
- (b) The teacher may return to full-time employment during the period for which said leave was granted provided said teacher (1) notifies the Office of the Superintendent, in writing, at least sixty (60) days prior to the date he/she wishes to return but no later than May 15th for the next contract year, (2) furnishes a written statement from his physician attesting to his ability to resume the full performance of the duties and responsibilities to which he/she may be assigned, and (3) there is a classroom teacher position open on the staff for which he/she is qualified. In the event the teacher gives notice as to his intentions to return and furnishes a physician's statement as provided herein and no position is open, the teacher will be offered a position for which he/she is qualified no later than the beginning of the next school year. If the teacher fails (1) to notify the Office of the Superintendent at least sixty (60) days prior to the expiration of such leave that he/she intends to return to employment but no later than May 15th for the next contract year, or (2) provides notice and fails to return to employment the first assigned duty day of the next ensuing school year from the date of termination of the leave or (3) fails to accept an offered position for which he/she is qualified, he/she shall be deemed to have resigned and the obligation of the school employer to provide a position to him/her will cease.
- (c) If a leave extends beyond May 1 of any year, the granting of said leave by the school employer shall not prevent the school employer from serving notice to said teacher on or before May 1 that said teacher's contract shall not be renewed, nor shall the granting of said leave prevent the school employer from invoking, initiating, and utilizing the procedures established by law for the cancellation of any contract with a teacher.

5.8 Parental Leave for Care of a Newborn Child

A teacher who becomes a parent to a newborn through birth or adoption of an infant up to 1 year old will receive up to 8 weeks of paid parental leave immediately following the birth or adoption of the infant. These paid days may only be used within the first two months following the birth or adoption of a child. (SEE APPENDIX C FOR EXAMPLES)

This benefit is for the good of the child and will be provided in addition to the maternity leave benefit in Section 5.6, (a) #2 of this Contract and sick or personal days may be used to extend the paid portion of such a leave. However, this benefit shall not extend the total 12 work week allotment of leave provided under the FMLA. In other words, FMLA runs concurrently with this benefit.

Administration of this new benefit during the transition period

As the 2021-2022 school year (for teachers) began on July 26, 2021, we will adjust days in the following instances for those who met the conditions above between July 26, 2021 and the date of ratification of the contract.

- If a parent took leave during the first 8 weeks of the birth of a child (as described above), that leave will be reinstated.
- Sick time will become *Care of a Newborn Child time* and any used sick days will be reinstated
- Personal time will become *Care of a Newborn Child time* any used personal time will be reinstated.
- Unpaid time will be coded as *Care of a Newborn Child time* and pay will be reinstated.
 - If a parent worked during any of the first 8 weeks of the birth of a child (as described above), no action will be taken for those days. While this may seem unfair during this transition period, the leave is about the development of the infant during their first two months of life. Employees may not “bank” time that they worked during this period of time to be used after the first two months of life of a child.

ARTICLE VI - SICK LEAVE BANK

- 6.1 The primary purpose of the Bank is to provide members income protection in the event the member's illness or injury exhausts his accumulated sick leave before his income protection insurance begins. Once the employee is eligible for the long term insurance benefit, he/she can no longer use sick days from the Sick Leave Bank while on long term disability.
- 6.2 A certificated school employee who is absent from assigned duty due to sickness and who has utilized all of his sick leave, and all other paid leave benefits of whatever nature, may petition a committee, as established herein, for leave days from the sick leave bank.
- 6.3 Said certificated employee must have chosen to participate in the program by contributing one (1) sick leave day to the bank. The membership enrollment period each year shall be from the first contract day of the school year until September 15. Donated sick leave days shall be used to maintain the Bank and are non-refundable.

- 6.4 Said certificated employee shall have utilized and exhausted all paid leave benefits of whatever nature, including his own accumulated sick leave, and he/she shall have been absent for at least three (3) consecutive duty days after exhaustion of said paid leave benefits before his petition for leave days from the bank shall be considered by the Sick Leave Bank Committee. The CTA President must be notified within one (1) business day of a request from HR.
- 6.5 Said certificated employee must provide written certification from his physician substantiating his sickness and certifying that his absence shall continue during a period of at least ten (10) consecutive assigned duty days following the utilization and exhaustion of all said paid leave benefits as provided herein. Said written application must be made no later than ten (10) days after exhaustion of said paid leave benefits.
- 6.6 Sick Leave Bank days will not be granted for periods of time when the employee is covered by Worker's Compensation or has become eligible for the long term disability coverage.
- 6.7 A member may be required to furnish a medical report from a licensed physician at any time during the use of the sick leave bank. The medical review will be at the member's expense. The Sick Leave Bank Committee will review each case as required. The Sick Leave Bank Committee reserves the right, if necessary, to limit or reduce the number of days granted.
- 6.8 Upon resumption of employment and after using days from the bank, said certificated employee must repay the number of days owed to the bank (number of days borrowed minus number of days contributed) at the rate of three (3) sick leave days per year. In addition, he/she shall continue to contribute as defined in Paragraph 6.10 below. Upon said certificated employee's retirement or in the case of any other form of termination of employment, any sick days still owed to the bank shall be deducted from the said employee's accumulated sick leave before determining any severance or retirement benefits due him.
- 6.9 If said certificated employee leaves employment of the school corporation, any days owed to the bank in excess of the certificated employee's total accumulated sick leave days shall be waived.
- 6.10 When the number of accumulated days in the bank falls below 200 days, each member of the bank shall contribute one half (1/2) day to replenish said bank.
- 6.11 A three (3) member sick leave bank committee shall be established to receive written requests and to decide whether to allot days from the bank according to the provisions herein and guidelines established by the committee. The committee shall be composed of two (2) persons appointed by the MVCTA and one (1) person appointed by the MVCSC. Days allotted by the committee to an individual employee shall be available for use beginning with the fourth consecutive day of absence after exhaustion of the employee's said paid leave benefits, and such initial allotment by the committee shall not exceed thirty (30) days. If the member exhausts the initial allotment of days, he/she may reapply for additional days by submitting a request supported by a doctor's statement indicating the continuation of the illness and an approximate date of return to work. If the Sick Leave Bank Committee grants an extension of days to the applicant, the days take effect immediately following the exhaustion of the initial allotment of days.
- 6.12 If a request for use of sick leave bank days is denied by the Sick Leave Bank Committee, the applicant may appeal the Committee's decision to the Appeal Board within ten (10) working days after the

denial. Any decision by the Appeal Board must be by a majority vote. All decisions of the Appeal Board are final and binding, and the decision cannot be grieved under this Contract.

- 6.13 The Appeal Board will be composed of the following 5 (five) persons:
1. The superintendent or his designee.
 2. The Association President or his designee.
 3. One (1) member appointed by the superintendent.
 4. Two (2) members appointed by the Association President.
 5. No member appointed to the Appeal Board may be a member of the Sick Leave Bank Committee.
 6. The Association President or his designee shall act as chairperson of the Appeal Board.
- 6.14 Any days granted by the committee shall terminate on the earliest of the following dates: (A) the day after the last day of the term of employment for the school year; (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.
- 6.15 Any certificated employee who does not wish to participate in the sick leave bank must waive that right in writing and send one (1) copy of such written notice to the MVCTA president and one (1) copy to the Office of the Superintendent.
- 6.16 No certificated employee who uses days granted from the sick leave bank may apply such days toward the state requirement of 120 teaching days per year for service credit on the salary schedule.

ARTICLE VII - SEVERANCE AND ANNUITY PROVISIONS

A. GENERAL

- 7.1 The annuity and severance provisions described in this Article shall not be retroactive and shall cover only those teachers who retire within the duration of this contract. For the purposes of this Article, an employee's retirement age shall be defined as the employee's age on June 1 of the year he/she retires. Refer to Section 7.19 for the exception to this paragraph.
- 7.2 A teacher wishing to retire under the provisions of this Article shall notify the Office of the Superintendent of his intent not later than July 1 of the contract year prior to the year of his retirement. However, the school employer may waive said notification deadline for any teacher whose retirement is due to disability or other extenuating circumstances.

B. SEVERANCE

- 7.3 Upon his retirement, except as otherwise provided by this Article, each teacher shall receive a severance benefit as stipulated below if he: (A) has reached fifty-five (55) years of age, and (B) has a minimum of ten (10) years of teaching experience in this school corporation. Military service contiguous to teaching experience in this school corporation up to four (4) years shall be counted at the rate as noted below, but such military service shall not count toward meeting the minimum requirement of ten (10) years teaching experience in this school corporation noted earlier in this paragraph. The retiring teacher must also furnish evidence of permanent retirement from K-12 teaching in the state of Indiana.

- 7.4 For the purpose of calculating a teacher's severance for those qualified teachers who chose to retire at the end of the 2001-2002 school year (June 1, 2002) or thereafter, unused accumulated sick leave shall equal \$30 per day. Each year of teaching service shall equal \$50 per year. Contiguous military service as defined in Section 7.3 shall also equal \$50 per year of service. Up to a maximum amount of \$7000 will be added to the severance listed in Section 7.9. The school district and MVCTA will split the cost 50/50 to fund this provision.
- 7.5 A qualified retiring teacher shall receive up to \$2,000 of their severance benefit added to their contract payout check. The remaining balance will be paid in five (5) equal checks. The first check will be forwarded to the retired teacher before December 31 of the year he/she retires, and subsequent checks shall be issued to the retired teacher no later than December 31 each year.
- 7.6 For the purpose of this Article, accumulated sick leave shall be the amount of sick leave accumulated under the provisions of Article V minus any days owed by the retiring teacher to the sick leave bank on June 1 of the year the teacher retires.
- 7.7 Upon the demise of any faculty member during or following the school year in which he/she would have been fifty (50) and eligible for severance pay, the equivalent severance pay shall be paid directly to the beneficiary as stipulated for Indiana State Teachers' Retirement Fund purposes. When no designation has been made, payment shall be made to the estate of the deceased.

C. TRANSITION BENEFITS

- 7.8 Teachers who are eligible for the severance option listed in Section 7.3 and retire will receive transition income as described in the following. The annual payment of \$6300 shall be in one (1) sum per year, for five (5) years. The payments will begin no later than December 31 following retirement and will be made in each successive year no later than December 31. A all cash payments will be subject to applicable taxes. See Section 7.9, Section 7.10, and Section 7.11 for exceptions to this paragraph.

The Board's actual cash contribution to the teacher's matching annuity plan, and the compounded interest on the Board's contribution to the teacher's matching annuity account using the approved vendor's guaranteed fixed interest rate on the first working day of January each year will be deducted from the payments to be made to the teacher as provided by this section.

- 7.9 Teachers employed after the 2000-2001 school year will not be eligible for Transition Income.
- 7.10 This transition benefit was negotiated as a transition plan when changes were made in the 2000-2001 negotiations which changed the then-existing retirement benefits to the matching annuity plan. The above amounts were based upon a negotiated compromise to transition current teachers to the new matching annuity plan. It is the intent of the parties that this transition plan will not be a benefit which will be increased in future years. The matching annuity plan will be the retirement benefit which the School Corporation and the Association will focus upon in future years.

- 7.11 Teachers employed on a regular teacher's contract for the 2000-2001 school year will have until September 14, 2001 to enroll in the matching annuity plan described in Section 7.20 or they will forfeit their right to the full amount of Transition Income defined in Section 7.8.
- 7.12 Qualified teachers who fail to enroll in the Matching Annuity Plan, as defined in Section 7.9, may do so within the first thirty (30) days of any subsequent school year. The vesting period described in Section 7.20 will begin upon enrollment, and the teacher will qualify for Transition Income upon retirement equal to the ratio of years of participation in the Matching Annuity Plan to total years of teaching experience times the maximum amount (\$31,500). Teachers who begin participation in the Matching Annuity Plan, but drop out prior to retirement, will only be eligible for Transition Income equal to the ratio of years of participation in the Plan to total years of experience times the maximum amount (\$31,500).

D. INSURANCE

- 7.13 This contract hereby sets up a program providing an insurance premium supplement for those teachers electing to retire under the provisions of this Article. Said program shall cover such teachers until such time as they qualify for Medicare benefits, regardless of the duration of this contract. The program is not retroactive, and, as such, covers only those teachers who retire within the duration of his contract.
- 7.14 Teachers who qualify under the provisions of 7.3 shall receive an insurance supplement as defined in this section, or the full price of the selected policies (single or family), whichever is the lesser amount. The supplemental amount may be applied to any insurance the teacher is enrolled in, and remains eligible for, at the time of his retirement except the long-term disability insurance. If a husband/wife teaching team both qualify for this supplement, the amount shall be the lesser of the total specified for both or the full price of the selected policies (single or family). The minimum benefit for 2021-22 is \$5,400 per year for any teacher who qualifies under the provisions of this section and will be paid through such time as the teacher qualifies for Medicare benefits. In no case will there be an annual insurance supplemental benefit for more than ten (10) years. See Section 7.16 for exceptions to this paragraph. However, the amount per year will increase by \$80 for each year of local experience beyond ten (10) years, e.g., twenty (20) years of local experience means an annual insurance supplement of \$6,200 for 2021-22. .
- 7.15 Teachers who are either fifty-five (55) years of age or otherwise qualify under the provisions of this contract, and who have served the school corporation for twenty-five (25) years or more (not counting military service) shall have paid up to \$7,200 of premiums for 2021-22, or the full price of the selected policy (single or family) whichever is the lesser amount through such time as he/she qualifies for Medicare benefits. In no case will there be an annual insurance supplemental benefit for more than ten (10) years. See Section 7.19 for the exception to this paragraph.
- 7.16 In case of death of the retiree, the balance of the severance benefit shall be paid into the estate in one lump sum and the insurance supplements shall cease. However, a surviving spouse may elect to continue insurance coverage, until eligible for Medicare, at his own

expense unless limited or prohibited from doing so because of COBRA or stipulations within the provisions of the insurance policy.

7.17 The insurance supplement shall be prorated whenever less than a full year's coverage exists.

7.18 Teachers who retire under the provisions of this Article may continue to participate in the corporation's group term life insurance program until the teacher qualifies for Medicare.

E. SPECIAL CIRCUMSTANCES

7.19 A teacher wishing to retire between the ages of fifty (50) and fifty-four (54) as defined in Section 7.1, may do so if he/she has a minimum of ten (10) years of local experience. The amount of severance and insurance supplement benefits will be calculated as if he/she were retiring at age fifty-five (55). However, the distribution of the benefits will be as follows:

- (a) The annual insurance supplement will be paid for ten (10) years. After that the retiree may remain in the Corporation's group health, dental, vision, and life insurance plans as outlined in Article IV Insurance; however, the retiree will be required to pay the full cost of the premium.
- (b) The retiree will be paid up to \$2,000 of the severance benefit during the first summer of his retirement, and the balance will be paid in five (5) equal installments forwarded to the retiring teacher in successive years.
- (c) A teacher wishing to retire under the provisions of this Section shall notify the office of the Superintendent of his intent not later than July 1 of the contract year prior to the year of his retirement. However, the school employer may waive said notification deadline for any teacher whose retirement is due to disability or other extenuating circumstances. The retiring teacher must also furnish evidence of permanent retirement from K-12 teaching in the state of Indiana.

F. MATCHING ANNUITY PLAN

7.20 The MVCSC agrees to establish a qualified IRS CODE SECTION 401 (a) and 403(b) PLANS for all certified employees. To participate in the 401(a) MATCHING PLAN an employee must contribute at least a matching percent of salary to the 403(b) Plan in order to qualify for the employer match. The MATCHING 401(a) PLAN shall be portable, and vested according to the following table:

<u>Years Participation</u>	<u>Percent Vested</u>
0 Years	0%
1 Year	20%
2 Years	40%
3 Years	60%
4 Years	80%
5 Years	100%

7.21 The Corporation shall contribute a percentage of the participating teacher's salary as appearing on the individual teacher's contract. Amounts paid for extended contract days will

be included in the teacher's base salary, but stipends for extracurricular assignments will not be included.

- 7.22 The Corporation will contribute 2.75% of each participating teacher's salary (as defined Section 7.21) to a matching 401(a) Annuity Plan. The Corporation's contribution will be made to one company selected by the Board. Contributions will be made monthly.
- 7.23 Participating teachers may contribute to any Corporation approved tax deferred company and they shall have the option of investing in the 403 (b) plan up to the maximum allowed under Federal law. Any current 403(b) vendor shall continue in effect if: (1) they comply with the plan and contract requirements of the employer; or (2) they are dropped by mutual agreement of the parties. Contributions to current 403(b) plans shall be considered as the employee's required matching amount to receive the employer's 401(a) matching amounts.
- 7.24 Any annuity company wishing to qualify for payroll deduction in the corporation must: (A) have been a qualified company on June 1, 1995; or (B) provide proof of enrollment of at least five (5) percent of the eligible employees by October 1 of said school year.
- 7.25 Teachers who choose not to participate in this plan will not be able to claim the Corporation's contribution to the PLAN in some other form of compensation.
- 7.26 After June 15 of each year, the Corporation will contribute \$35 per day of accumulated sick leave in excess of the maximum accumulated total as specified in Article V, Section 5.1 to the teacher's 401(a) account as compensation for the excess day(s).
- 7.27 The PLAN will make distribution to participants only upon termination of employment, and to the degree vested as defined in Section 7.20.
- 7.28 All taxes are the responsibility of the employee.

ARTICLE VIII - GRIEVANCE PROCEDURE

- 8.1 The grievance procedure described in this Article and hereinafter referred to as "procedure," stipulates the conditions under, and the procedures by which, grievances alleged by certain certificated school employees as defined in this contract shall be processed. If any such grievances arise, they shall be submitted to these grievance procedures.
- 8.2 Grievance means, and shall be limited to, an alleged violation of an expressed Article or section of this written contract in its application or interpretation, except where such Article or section is exempt from this procedure.
- 8.3 Superintendent means the chief administrative officer of the school corporation, or any person(s) designated by him/her to act on his/her behalf in dealing with school employees.
- 8.4 Grievant means the certificated school employee directly affected by the alleged violation making the claim.
- 8.5 Day means school employer assigned duty day of the teacher which occurs during the term of a teacher's individual contract, provided, however, that at all other times, "day" shall mean weekday.

- 8.6 Nothing herein contained shall be construed as limiting the right of any certificated school employee having a grievance to proceed independently of this procedure.
- 8.7 The grievant may be represented by any person(s) of his own choosing at all levels of the procedure, limited, however, to a total of three (3) representatives.
- 8.8 The number of days indicated at each level below should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and school employer.

Informal Grievance

- 8.9 Within ten (10) days of the time the grievant first knew or should have known of the act or condition upon which it is based, the grievant shall present a grievance orally to his principal or his designee by meeting with him/her individually in an informal manner during non-teaching hours. The grievant may be accompanied by a representative as provided herein, provided his principal is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s) described below. Within ten (10) days after presentation of the grievance, the principal or his designee shall give his answer orally to the grievant.

Formal Grievance-Level One

- 8.10 Within ten (10) days of the oral answer, or within twelve (12) days after presentation of the grievance at the informal level if no oral answer has been rendered, and if the grievance is not resolved, it must be filed on the appropriate grievance form by the grievant with the principal or his designee. The grievance forms are located in Appendix C.
- 8.11 The written grievance shall: (A) name the certificated school employee involved; (B) State the facts giving rise to the grievance; (C) identify by specific reference all Articles or sections of this contract alleged to have been violated; (D) express the contention of the grievant with respect to the provision(s) of said Articles or sections; and (E) indicate the specific relief requested.
- 8.12 Within ten (10) days after receiving the written grievance, the principal or his designee shall communicate his answer, in writing, to the grievant.

Formal Grievance-Level Two

- 8.13 If the grievance is not resolved at Level One, or if no written decision has been rendered within the time limit provided, the grievant may appeal the decision to Level Two provided said appeal is filed with the superintendent within ten (10) days of receipt of the written answer at Level One or within twenty (20) days after presentation of the grievance at Level One if no written answer has been rendered. The appeal shall include a copy of all materials and evidence previously submitted, and a copy, at the same time, shall be given to the principal involved.
- 8.14 The grievant shall submit the written claim, signed by him, to the superintendent. Within ten (10) days of receipt of the grievance, the superintendent shall meet with the parties and

render a written decision to the grievant within ten (10) days thereafter as to the resolution of the grievance.

Formal Grievance-Level Three

- 8.15 If the grievance is not resolved at Level Two, or if no written decision has been rendered within the time limit provided, the grievant may submit the grievance to the school employer provided the grievant files said written appeal with the school employer within ten (10) days of the receipt of the superintendent's written answer, or, if no written decision has been rendered by the superintendent, within fifteen (15) days after presentation of the grievance at Level Two. Upon receipt of said appeal, the school employer shall hold a hearing within fifteen (15) days to consider and rule on the disposition of the grievance. Within ten (10) days a written decision shall be rendered to the grievant.
- 8.16 Decisions rendered at Formal Level One, Level Two, and Level Three of this procedure shall be in writing.
- 8.17 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
- 8.18 All necessary forms for grievance procedures set forth in this procedure shall be provided by the superintendent.
- 8.19 Failure at any level of this procedure to render the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said time limits are extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level, or said grievance shall be deemed resolved by the school employer's answer at the previous level and abandoned.
- 8.20 Any hearing at the Informal Level and at Formal Level One, Level Two, and Level Three shall be held during non-teaching hours unless otherwise directed by the school employer.
- 8.21 No certificated school employee shall use this procedure to appeal any decision by the school employer or administration for which there is another remedial procedure or forum established by law or by regulation having the force of law.
- 8.22 No certificated school employee shall use this procedure to appeal any decision by the school employer or administration if such decision is applicable to a state or federal regulatory commission or agency.
- 8.23 Certificated school employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with this contract. Compliance with such directives shall not in any way prejudice the certificated school employees' right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
- 8.24 Any grievance occurring during the period between the termination date of this contract and the effective date of a new contract shall be processed as any other grievance.

- 8.25 The time limits specified in this Article shall be strictly observed but may be extended by a written agreement between the parties. In the event a grievance is filed at Level Three after May 15 of any year, the board shall cooperate in processing such grievance prior to the end of the school year.
- 8.26 If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievances, in writing, to the superintendent directly, and the processing of such grievances shall be started at Level Two of the formal grievance procedure.

ARTICLE IX - DUES AND INSURANCE DEDUCTIONS

- 9.1 The Association shall indemnify and hold the school employer and the school corporation harmless 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 school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the Association for the purpose of payroll deduction of dues.

ARTICLE X - TERMS AND GENERAL PROVISIONS

- 10.1 This contract shall be effective as of July 1, 2021, and shall continue in effect through June 30, 2022. This agreement applies to all Articles and Appendices attached hereto as a part of this contract.
- 10.2 This contract supersedes and cancels all previous contracts or agreements, verbal, written, or based on alleged past practices, between the school employer 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 executed in writing by the parties hereto.
- 10.3 Should any Article, section, or clause of this contract, or any rider hereto, be declared illegal by any court or 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 this contract if not affected by the deleted Article, section or clause.
- 10.4 The school employer construes, and the Association recognizes the specific provisions of this contract as constituting limitations and being the only limitations upon the school employer'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.
- 10.5 This contract was made and entered into/ratified at Fortville, Indiana, on the 1st day of November, 2021, by and between the Board of School Trustees of the Mt. Vernon Community School Corporation, County of Hancock, State of Indiana, party of the first part, heretofore referred to as the "school employer," and the Mt. Vernon Classroom Teachers' Association, party of the second part, heretofore referred to as the "Association."

The undersigned attest to the following:

1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on September 2, 2021, and electronic participation from the parties and/or public was not permitted;

and

2. A public meeting in compliance with I.C. § 20-29-6-19 was held on October 25, 2021, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

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

Mt. Vernon Community School Corporation

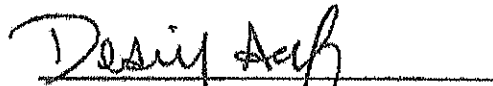
Mt. Vernon Classroom Teachers Association:

Board of School Trustees:



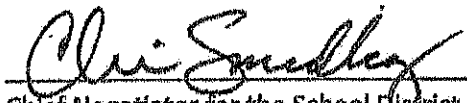
Board of School Trustees

Kellie Freeman, Board President



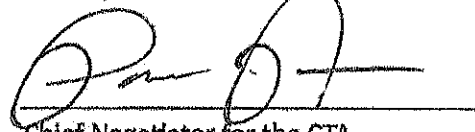
Classroom Teachers Association

Desiray Scalf, CTA President



Chief Negotiator for the School District

Chris Smedley



Chief Negotiator for the CTA

Paul Nappier, ISTA

Team Members:

Dr. Jack Parker

Chris Smedley

Greg Elkins

Chad Gray

Scott Shipley

CTA Team Members:

Desiray Scalf

Misty Hall

Delinda Deckard

Kristi Norton

Patrick Crouch

APPENDIX A

Stipend shall be calculated by multiplying the Extracurricular Base Salary by the Extracurricular Index noted below. The Base Level for 2021-2022 is \$34,624.00, which is a \$4,000 increase from the previous contract year. *(The number of positions was not bargained but is included for informational purposes only.)*
MVCSC Tiered ECA System

TIER 1 ECA's	Index	Stipend
MVHS Basketball Head Coach Boys	0.28	\$9,694.72
MVHS Football Head Coach	0.28	\$9,694.72
MVHS Basketball Head Coach Girls	0.28	\$9,694.72

TIER 2 ECA's	Index	Stipend
MVHS Basketball Reserve Boys	0.14	\$4,847.36
MVHS Basketball Assistant Boys	0.14	\$4,847.36
MVHS Football Assistant	0.14	\$4,847.36
MVHS Football Reserve	0.14	\$4,847.36
MVHS Football Reserve	0.14	\$4,847.36
MVHS Wrestling Head Coach	0.14	\$4,847.36
MVHS Soccer Head Coach Boys	0.14	\$4,847.36
MVHS Baseball Head Coach	0.14	\$4,847.36
MVHS Track Head Coach Boys	0.14	\$4,847.36
MVHS Cross C. Head Coach Boys	0.14	\$4,847.36
MVHS Swimming Head Coach Boys	0.14	\$4,847.36
MVHS Basketball Reserve Girls	0.14	\$4,847.36
MVHS Basketball Assistant Girls	0.14	\$4,847.36
MVHS Volleyball Head Coach	0.14	\$4,847.36
MVHS Cross C. Head Coach Girls	0.14	\$4,847.36
MVHS Soccer Head Coach Girls	0.14	\$4,847.36
MVHS Softball Head Coach	0.14	\$4,847.36
MVHS Track Head Coach Girls	0.14	\$4,847.36
MVHS Swimming Head Coach Girls	0.14	\$4,847.36

TIER 3 ECA's	Index	Stipend
MVHS Freshman Basketball Boys	0.13	\$4,501.12
MVHS Basketball Freshman Girls	0.13	\$4,501.12
MVHS Tennis Head Coach Boys	0.13	\$4,501.12
MVHS Tennis Head Coach Girls	0.13	\$4,501.12
MVHS Golf Head Coach Boys	0.12	\$4,154.88
MVHS Golf Head Coach Girls	0.12	\$4,154.88
MVHS Football Freshman	0.11	\$3,808.64
MVHS Yearbook	0.10	\$3,462.40

TIER 4 ECA's	Index	Stipend
MVMS Basketball 8th Grade Boys	0.09	\$3,116.16
MVMS Basketball 7th Grade Boys	0.09	\$3,116.16
MVHS Football Assistant	0.09	\$3,116.16
MVHS Football Freshman Assistant	0.09	\$3,116.16
MVMS Football Head Coach 8th	0.09	\$3,116.16
MVMS Football Head Coach 7th	0.09	\$3,116.16
MVMS Basketball 8th Grade Girls	0.09	\$3,116.16
MVMS Basketball 7th Grade Girls	0.09	\$3,116.16

TIER 5 ECA's	Index	Stipend
MVMS Wrestling Head Coach	0.08	\$2,769.92
MVMS Golf Head Coach Boys	0.08	\$2,769.92
MVHS Cheerleading Head Coach	0.08	\$2,769.92
MVHS Summer Band Director	0.08	\$2,769.92

TIER 6 ECA's	Index	Stipend
MVMS Football Assistant	0.07	\$2,423.68
MVMS Football Assistant	0.07	\$2,423.68
MVMS Football Assistant	0.07	\$2,423.68
MVMS Football Assistant	0.07	\$2,423.68
MVHS Soccer Assistant Boys	0.07	\$2,423.68
MVHS Baseball Assistant	0.07	\$2,423.68
MVHS Baseball Assistant	0.07	\$2,423.68
MVHS Track Assistant Boys	0.07	\$2,423.68
MVHS Track Assistant Boys	0.07	\$2,423.68
MVHS Swimming Assistant Boys	0.07	\$2,423.68
MVMS Swimming Head Coach (co-ed)	0.07	\$2,423.68
MVHS Volleyball Reserve	0.07	\$2,423.68
MVHS Softball Assistant	0.07	\$2,423.68
MVHS Softball Assistant	0.07	\$2,423.68
MVHS Track Assistant Girls	0.07	\$2,423.68
MVHS Track Assistant Girls	0.07	\$2,423.68
MVMS Cheer Head Coach	0.07	\$2,423.68
MVHS Weight Training Head Coach	0.07	\$2,423.68
MVHS Swimming Assistant Girls	0.07	\$2,423.68

TIER 7 ECA's	Index	Stipend
MVHS Tennis Assistant Boys	0.065	\$2,250.56
MVHS Tennis Assistant Girls	0.065	\$2,250.56
MVMS Basketball 7th Grade B Team Boys	0.06	\$2,077.44
MVMS Basketball 6th Grade Head Coach Boys	0.06	\$2,077.44
MVMS Basketball 8th Grade B Team Boys	0.06	\$2,077.44
MVHS Wrestling Assistant	0.06	\$2,077.44

MVHS Wrestling Assistant	0.06	\$2,077.44
MVHS Soccer Assistant Boys	0.06	\$2,077.44
MVHS Soccer Freshman - Boys	0.06	\$2,077.44
MVMS Soccer Head Coach (7th/8th) Boys	0.06	\$2,077.44
MVMS Baseball Head Coach (7th) Boys	0.06	\$2,077.44
MVMS Baseball Head Coach (8th) Boys	0.06	\$2,077.44
MVMS Track Head Coach Boys	0.06	\$2,077.44
MVMS Cross Country Head Coach Boys	0.06	\$2,077.44
MVMS Tennis Head Coach (co-ed)	0.06	\$2,077.44
MVMS Basketball 7th Grade B Team Girls	0.06	\$2,077.44
MVMS Basketball 6th Grade Head Coach Girls	0.06	\$2,077.44
MVMS Basketball 8th Grade B Team Girls	0.06	\$2,077.44
MVMS Volleyball 8th Grade	0.06	\$2,077.44
MVMS Volleyball 7th Grade	0.06	\$2,077.44
MVHS Soccer Assistant Girls	0.06	\$2,077.44
MVHS Soccer Freshman - Girls	0.06	\$2,077.44
MVMS Soccer Head Coach (7th/8th) Girls	0.06	\$2,077.44
MVMS Softball Head Coach 7th	0.06	\$2,077.44
MVMS Softball Head Coach 8th	0.06	\$2,077.44
MVMS Track Head Coach Girls	0.06	\$2,077.44
MVHS Cheer Assistant	0.06	\$2,077.44
MVHS Cheer Assistant	0.06	\$2,077.44
MVHS Dance	0.06	\$2,077.44
MVHS Academic Comp Director	0.06	\$2,077.44
MVHS School Newspaper	0.06	\$2,077.44
MVHS Drama (1 play)	0.06	\$2,077.44
MVHS Senior Class Sponsors	0.06	\$2,077.44
MVHS Senior Class Sponsors	0.06	\$2,077.44
MVHS Junior Class Sponsor	0.06	\$2,077.44
MVHS Junior Class Sponsor	0.06	\$2,077.44
MVHS Freshman Class Sponsor	0.06	\$2,077.44
MVHS Freshman Class Sponsor	0.06	\$2,077.44
MVHS Marching Band Director	0.06	\$2,077.44
MVHS Assistant Summer Band Dir	0.06	\$2,077.44
MVMS Summer Band Director	0.06	\$2,077.44

TIER 8 ECA's	Index	Stipend
MVHS Baseball Freshman	0.05	\$1,731.20
MVMS Track Assistant Boys	0.05	\$1,731.20
MVMS Cross Country Assistant (co-ed)	0.05	\$1,731.20
MVMS Swimming Assistant (co-ed)	0.05	\$1,731.20
MVHS Volleyball Freshman	0.05	\$1,731.20
MVMS Track Assistant Girls	0.05	\$1,731.20
MVMS Cheer Assistant	0.05	\$1,731.20

MVHS Weight Tng Assistant	0.05	\$1,731.20
MVMS Yearbook	0.05	\$1,731.20
MVHS Assistant Marching Band	0.05	\$1,731.20
MVMS Concert Band Director	0.05	\$1,731.20
MVMS Vocal Music	0.05	\$1,731.20
FES Elementary Music	0.05	\$1,731.20
MCE Elementary Music	0.05	\$1,731.20
MES Elementary Music	0.05	\$1,731.20
MVHS Department Head	0.05	\$1,731.20
MVHS Department Head	0.05	\$1,731.20
MVHS Department Head	0.05	\$1,731.20
MVHS Department Head	0.05	\$1,731.20
MVHS Department Head	0.05	\$1,731.20
MVHS Department Head	0.05	\$1,731.20
MVHS Department Head	0.05	\$1,731.20
MVHS Department Head	0.05	\$1,731.20
MVHS Department Head	0.05	\$1,731.20
MVHS Department Head	0.05	\$1,731.20
MVMS Team Leader	0.05	\$1,731.20
MVMS Team Leader	0.05	\$1,731.20
MVMS Team Leader	0.05	\$1,731.20
MVMS Team Leader	0.05	\$1,731.20
MVMS Team Leader	0.05	\$1,731.20
MVMS Team Leader	0.05	\$1,731.20
MVMS Team Leader	0.05	\$1,731.20
MVMS Team Leader	0.05	\$1,731.20
MVMS Team Leader	0.05	\$1,731.20
MVMS Team Leader	0.05	\$1,731.20
MVMS Team Leader	0.05	\$1,731.20

TIER 9 ECA's

	Index	Stipend
MVMS Wrestling Assistant	0.04	\$1,384.96
MVMS Wrestling Assistant	0.04	\$1,384.96
MVMS Cheerleading Coach (6th)	0.04	\$1,384.96
MVHS FFA Sponsor	0.04	\$1,384.96
MVHS FCCLA	0.04	\$1,384.96
MVHS Student Council Sponsor	0.04	\$1,384.96
MVHS Student Council Sponsor	0.04	\$1,384.96
MVMS Jazz/Show Choir	0.04	\$1,384.96
MVMS FCCLA	0.04	\$1,384.96
MVHS Band Director	0.04	\$1,384.96

MVHS Concert Band Director	0.04	\$1,384.96
MVHS Pep Band Director	0.04	\$1,384.96
MVHS Jazz Band	0.04	\$1,384.96
MVMS Jazz Band/Pep Band Dir	0.04	\$1,384.96
MVMS Asst. Summer Band Director	0.04	\$1,384.96
MVHS Vocal Music	0.04	\$1,384.96
MVHS Musical	0.04	\$1,384.96
MVHS Musical	0.04	\$1,384.96
MVHS Musical	0.04	\$1,384.96
MVHS Adv Placement Coordinator	0.04	\$1,384.96
MVMS Tutor Coordinator	0.04	\$1,384.96

TIER 10 ECA's	Index	Stipend
MVMS Basketball 6th Grade Assistant Boys	0.03	\$1,038.72
MVMS Basketball 6th Grade Assistant Girls	0.03	\$1,038.72
MVMS Dance	0.03	\$1,038.72
MVHS Spell Bowl	0.03	\$1,038.72
MVHS Quiz Bowl	0.03	\$1,038.72
MVHS Super Bowl (Math)	0.03	\$1,038.72
MVHS Super Bowl (S.S.)	0.03	\$1,038.72
MVHS Super Bowl (L.A.)	0.03	\$1,038.72
MVHS Super Bowl (Sc.)	0.03	\$1,038.72
MVHS Super Bowl (Fine Arts)	0.03	\$1,038.72
MVHS Science Olympiad	0.03	\$1,038.72
MVHS Science Olympiad	0.03	\$1,038.72
MVMS Academic Comp Director	0.03	\$1,038.72
MVHS Future Problem Solving	0.03	\$1,038.72
MVHS Art Honors	0.03	\$1,038.72
MVHS French	0.03	\$1,038.72
MVHS Spanish	0.03	\$1,038.72
MVHS Asia Club	0.03	\$1,038.72
MVHS ASL Club	0.03	\$1,038.72
MVHS A Capella	0.03	\$1,038.72
MVHS SB Science	0.03	\$1,038.72
MVHS National Honor Society	0.03	\$1,038.72
MVHS National Honor Society	0.03	\$1,038.72
MVMS Musical/Play	0.03	\$1,038.72
MVMS Student Council	0.03	\$1,038.72
MVMS Student Council	0.03	\$1,038.72
MVMS Student Council	0.03	\$1,038.72
MVMS Newspaper	0.03	\$1,038.72
MVMS Talent Show (1 show)	0.03	\$1,038.72
MVHS Assistant Concert Band	0.03	\$1,038.72
MVHS Band Staff	0.03	\$1,038.72

MVMS Asst. Concert Band Director	0.03	\$1,038.72
MVHS AP/DC Teacher*	0.03	\$1,038.72
MVHS AP/DC Teacher*	0.03	\$1,038.72
MVHS AP/DC Teacher*	0.03	\$1,038.72
MVHS AP/DC Teacher*	0.03	\$1,038.72
MVHS AP/DC Teacher*	0.03	\$1,038.72
MVHS AP/DC Teacher*	0.03	\$1,038.72
MVHS AP/DC Teacher*	0.03	\$1,038.72
MVHS AP/DC Teacher*	0.03	\$1,038.72
MVHS AP/DC Teacher*	0.03	\$1,038.72
MVHS AP/DC Teacher*	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
Elementary Team Leader	0.03	\$1,038.72
MES Tutor Coordinator	0.03	\$1,038.72
FES Tutor Coordinator	0.03	\$1,038.72
MCE Tutor Coordinator	0.03	\$1,038.72

TIER 11 ECA's

	Index	Stipend
MVMS Weight Training Head Coach	0.02	\$692.48
MVMS Spell Bowl	0.02	\$692.48
MVMS Super Bowl (SS)	0.02	\$692.48
MVMS Super Bowl (LA)	0.02	\$692.48
MVMS Super Bowl (Sci)	0.02	\$692.48
MVMS Super Bowl (Math)	0.02	\$692.48

MVMS Geography Bee Chair	0.02	\$692.48
MVMS Spelling Bee Chair	0.02	\$692.48
FES Math Bowl	0.02	\$692.48
MCE Math Bowl	0.02	\$692.48
MES Math Bowl	0.02	\$692.48
MVMS Science Club	0.02	\$692.48
MVMS Art Club	0.02	\$692.48
MVMS Robotics Club	0.02	\$692.48
MVMS Computer Club	0.02	\$692.48
MVMS Industrial Tech	0.02	\$692.48
MVMS Geography Bee	0.02	\$692.48
MVMS Dig. Media Production Club	0.02	\$692.48
FES Elementary Art	0.02	\$692.48
MCE Elementary Art	0.02	\$692.48
MES Elementary Art	0.02	\$692.48
MCE Student Council	0.02	\$692.48
FES Student Council	0.02	\$692.48
FES Student Council	0.02	\$692.48
FES Elementary Wellness Club	0.02	\$692.48
MCE Elementary Wellness Club	0.02	\$692.48
MES Elementary Wellness Club	0.02	\$692.48
MVHS Pit Orchestra Director	0.02	\$692.48
FES Robotics Club	0.02	\$692.48
MCE Robotics Club	0.02	\$692.48
MES Robotics Club	0.02	\$692.48
MVHS Sophomore Class Sponsor	0.02	\$692.48
MVHS Band Staff	0.02	\$692.48
MVMS Honor Society	0.02	\$692.48
TIER 12 ECA's	Index	Stipend
FES Talent Show (1 show)	0.01	\$346.24
MES Talent Show (1 show)	0.01	\$346.24
MCE Talent Show (1 show)	0.01	\$346.24

*** - Teachers who are continuously enrolled and working on dual credit credentials, AND who are teaching a dual credit course, will be eligible for this stipend. An official transcript must be submitted annually to HR by June 1st.**

APPENDIX B
MT. VERNON COMMUNITY SCHOOL CORPORATION GRIEVANCE FORM

DATE FILED:

GRIEVANT(s) NAME:

SPECIFIC ARTICLE ALLEGED TO BE VIOLATED:

STATEMENT OF GRIEVANCE:

REMEDY SOUGHT:

INFORMAL GRIEVANCE:

DATE OF MEETING WITH PRINCIPAL TO PRESENT ORAL GRIEVANCE:

PERSON(S) PRESENT AT MEETING:

DATE PRINCIPAL'S RESPONSE RECEIVED:

FORMAL GRIEVANCE LEVEL ONE

- (A) Name the certificated employee involved:
- (B) State the facts giving rise to the grievance:
- (C) Identify by specific reference all Articles/Sections of the contract alleged to have been violated:
- (D) Express the contentions of the grievant with respect to the provision(s) of the Articles/Sections:
- (E) Indicate the specific relief requested:
- (F) Date submitted to principal: Signed /Dated

FORMAL GRIEVANCE LEVEL TWO

- (A) Date grievance filed with principal:
- (B) Date of receipt of principal's response:
- (C) Attach copies of all materials and evidence presented and a copy of the principal's response.
- (D) Date submitted to superintendent: Signed/Date

FORMAL GRIEVANCE LEVEL THREE (A)

- (A) Date grievance submitted to superintendent:
- (B) Date superintendent's response received:
- (C) Attach all materials and evidence provided and copies of the principal's and superintendent's responses.
- (D) Date submitted to school board: Signed/Date

APPENDIX C

SAMPLE SCENARIOS FOR PAID PARENTAL LEAVE

Example I:

Birth of newborn- September 15, 2021

Requested leave of absence September 15, 2021 to March 25, 2022 (Returning March 28, 2022)

FMLA begins September 15, 2021 and ends on January 7, 2022.

Parental Leave for Care of a Newborn Child:

Week 1	Sept. 15th to Sept. 21st	5	Paid parental leave days
Week 2	Sept. 22nd to Sept. 28th	5	Paid parental leave days
Week 3	Sept. 29th to Oct. 5th	3	Paid parental leave days
Week 4	Oct. 6th to Oct. 12th	0	Paid parental leave days
Week 5	Oct. 13th to Oct. 19th	2	Paid parental leave days
Week 6	Oct. 20th to Oct. 26th	5	Paid parental leave days
Week 7	Oct. 27th to Nov. 2nd	5	Paid parental leave days
Week 8	Nov. 3rd to Nov. 9th	5	Paid parental leave days
		30	Total paid parental leave days

Beginning November 10, 2021, the staff member may begin using sick or personal leave up to January 7, 2022. This could be a total of 29 days. Beginning January 10, 2022, the staff member will begin loss of pay days. **While breaks (fall break, winter break, spring break, summer break) are counted in the eight (8) weeks of paid parental leave days, breaks are not counted toward FMLA leave.**

Example II

Birth of newborn- January 12, 2022

Requested leave of absence January 12, 2022 to May 26, 2022 (Returning the next school year)

FMLA begins January 12, 2022 and ends on April 21, 2022.

Parental Leave for Care of a Newborn Child:

Week 1	Jan. 12th to Jan. 18th	4	Paid parental leave days
Week 2	Jan. 19th to Jan. 25th	5	Paid parental leave days
Week 3	Jan. 26th to Feb. 1st	5	Paid parental leave days
Week 4	Feb. 2nd to Feb. 8th	5	Paid parental leave days
Week 5	Feb. 9th to Feb. 15th	5	Paid parental leave days
Week 6	Feb. 16th to Feb. 22nd	4	Paid parental leave days
Week 7	Feb. 23rd to Mar. 1st	5	Paid parental leave days
Week 8	Mar. 2nd to Mar. 8th	5	Paid parental leave days
		38	Total paid parental leave days

Beginning March 9, 2022, the staff member may begin using sick or personal leave up to April 21, 2022. This could be a total of 17 days. Beginning April 22, 2022, the staff member will begin loss of pay days. **While**

breaks (fall break, winter break, spring break, summer break) are counted in the eight (8) weeks of paid parental leave days, breaks are not counted toward FMLA leave.

Example III

Birth of newborn - August 23, 2021

Requested leave of absence August 23, 2021 to November 23, 2021 (Returning November 29, 2021)

FMLA Begins August 23, 2021 and ends on December 2, 2021.

Parental Leave for Care of a Newborn Child:

Week 1	Aug 23rd to Aug. 29	5	Paid parental leave days
Week 2	Aug. 30th to Sept. 5th	5	Paid parental leave days
Week 3	Sept. 6th to Sept. 12th	4	Paid parental leave days
Week 4	Sept. 13th to Sept. 19th	5	Paid parental leave days
Week 5	Sept. 20th to Sept. 26th	5	Paid parental leave days
Week 6	Sept. 27th to Oct. 3rd	4	Paid parental leave days
Week 7	Oct. 4th to Oct. 10th	0	Paid parental leave days
Week 8	Oct. 11th to Oct. 17th	0	Paid parental leave days
		29	Total paid parental leave days

Beginning October 18, 2021, the staff member may begin using sick or personal leave up to the return date or December 2, 2021 (the end of the FMLA period). This could be a total of 27 days (up to return date) or 31 days (up to Dec. 2nd). In this example FMLA is not exhausted and pay will continue. **While breaks (fall break, winter break, spring break, summer break) are counted in the eight (8) weeks of paid parental leave days, breaks are not counted toward FMLA leave.**