

Mississinewa Certified Bargaining Agreement

2023-2025

TABLE OF CONTENTS

I. INTRODUCTION
- A. Parties 3
- B. Recognition 3
- C. Definitions 3

II. SALARY/WAGES
- A. Compensation Plan 4
  - 1.General Eligibility for Salary Increase 4
  - 2.Factors and Definitions 4
  - 3.Distribution 4
    - Salary Schedule 5
  - 4.Placement and Movement 6
    - a. 2023-2024 6
    - b. 2024-2025 6
  - 5.Redistribution 6
  - 6. Ancillary Duties 6
  - 7.New Hire Salary Information 6
  - 8.Criminal Background Checks 7
  - 9.High Needs Area 7
- B. Co-Curricular and Extra-Curricular Activity Pay Schedule 8

III. WAGE/SALARY-RELATED FRINGE BENEFITS
- A. Leaves 11
- B. Sick Leave Bank 14
- C. Insurance and Fringe Benefits 17
- D. Retirement 18
- E. Early Severance 19
- F. 401(a) and 403(b) 20

IV. CERTIFIED BARGAINING AGREEMENT TERM & RATIFICATION 21

APPENDIX A Buyout of Retiree Health Insurance Benefits 22

APPENDIX B 403(b) Program attributes 24

CERTIFIED BARGAINING AGREEMENT
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
AND
MISSISSINEWA TEACHERS' ASSOCIATION

I. INTRODUCTION

This is the seventh bargaining agreement between the Mississinewa Community School Corporation and the Mississinewa Teachers Association (MTA) under I.C. 20-29.

The following pages contain the Certified Bargaining Agreement (CBA) negotiated by the MTA and the Mississinewa central office administration for the 2023-2024 and 2024-2025 school years.

A. Parties

This Certified Bargaining Agreement (CBA) entered into this 6th day of November 2023 by and between the Board of School Trustees of the Mississinewa School Corporation, hereinafter called the "School Employer" or "Board" and the Mississinewa Teachers' Association, hereinafter called the "Exclusive Representative" or "Association."

It is understood by both parties that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion of force by either party.

B. Recognition

The school employer recognizes the Mississinewa Teachers' Association as the exclusive representative of the certificated employees in the following bargaining unit:

The Board recognizes the Mississinewa Teachers Association as the exclusive representative for all full-time, certificated school employees upon employment by the Board, whether on contract or on leave. Such representation shall cover all personnel assigned to newly created positions for which certification is required, subject to review by the IEERB. Such representation shall exclude the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Athletic and Activities Director, and Director of Special Education.

The terms of this agreement shall be in full force and effect from July 1, 2023, through June 30, 2025, by and between the Mississinewa Board of School Trustees ("Board") and the Mississinewa Teachers' Association ("Association").

C. Definitions

1. "School employer" or "Board" means that the Board of the Mississinewa School Corporation and any person(s) authorized to act for said body in dealing with its employees.
2. "School corporation" means the Mississinewa School Corporation of the County of Grant of the State of Indiana.
3. "Certificated school employees" and "teacher(s)" and "employee(s)" mean all full-time, certificated school employees upon employment by the Board, whether on contract or on leave, including all employees with a regular, emergency, or temporary teacher's contract as defined by law.

4. "School employee organization" means any organization 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 organizations.
5. "Exclusive representative" or "Association" means the school employee organization which has been certified or recognized as the exclusive representative of said certificated school employees or the person or person duly authorized to act on behalf of such representative.
6. "Year of experience" is defined as having been employed by the school for at least 120 days in the prior school year. A teacher must have been present for 120 days to earn an evaluation rating.
7. "Evaluation rating" refers to the teacher receiving a highly effective, effective, needs improvement or ineffective evaluation rating for the prior year.
8. The term "Superintendent" shall refer to the superintendent or his/her designee.

II. SALARY/WAGES

A. Compensation Plan

Salary Range: $41,500 – $72,500 for returning teachers for the 2023-2024 school year (*not including current year increases of TRF contributions*) and $47,000 - $78,500 for the 2024-2025 school year (*not including current year increases of TRF contributions*).

1. General Eligibility for Salary Increase:

a) A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.

b) A teacher who is currently receiving the highest salary commensurate with the teacher's educational attainment is not eligible for a base salary increase.

2. Factors and Definitions

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

b. Evaluation – The teacher receives an evaluation rating of highly effective or effective on his or prior year evaluation.

c. Academic Needs – For the 2023-2024 contract year only, academic needs is defined as a Teacher Retention Catch-Up increase to retain teachers with one or more years' experience with a salary at or below the new teacher minimum by increasing these teachers' salaries up to an additional $5500 in comparison to the increase in the new teacher minimum salary.

3. Distribution – amounts to be added to a teacher's base salary

	2023-2024	2024-2025
a. Education	$1000	$1000
b. Evaluation	$1000	

c. Academic Needs

(1) Column I, Level A $5500
(2) Column I, Levels B through X $5000
(3) Column II, Levels A through **EE** $5000

Step A - Beginning Teacher salary - increased from $41,500 to $47,000 = $5500 increase

Level	2022-2023 Column I	2023-2025 Column I	2022-2023 Column II	2023-2025 Column II	Level
A	$41,500	$47,000	$43,500	$49,000	A
B	$42,500	$47,500	$44,500	$49,500	B
C	$43,500	$48,500	$45,500	$50,500	C
D	$44,500	$49,500	$46,500	$51,500	D
E	$45,500	$50,500	$47,500	$52,500	E
F	$46,500	$51,500	$48,500	$53,500	F
G	$47,500	$52,500	$49,500	$54,500	G
H	$48,500	$53,500	$50,500	$55,500	H
I	$49,500	$54,500	$51,500	$56,500	I
J	$50,500	$55,500	$52,500	$57,500	J
K	$51,500	$56,500	$53,500	$58,500	K
L	$52,500	$57,500	$54,500	$59,500	L
M	$53,500	$58,500	$55,500	$60,500	M
N	$54,500	$59,500	$56,500	$61,500	N
O	$55,500	$60,500	$57,500	$62,500	O
P	$56,500	$61,500	$58,500	$63,500	P
Q	$57,500	$62,500	$59,500	$64,500	Q
R	$58,500	$63,500	$60,500	$65,500	R
S	$59,500	$64,500	$61,500	$66,500	S
T	$60,500	$65,500	$62,500	$67,500	T
U	$61,500	$66,500	$63,500	$68,500	U
V	$62,500	$67,500	$64,500	$69,500	V
W	$63,500	$68,500	$65,500	$70,500	W
X	$64,500	$69,500	$66,500	$71,500	X
Y		$70,500	$67,500	$72,500	Y
Z			$68,500	$73,500	Z
AA			$69,500	$74,500	AA
BB			$70,500	$75,500	BB
CC			$71,500	$76,500	CC
DD			$72,500	$77,500	DD
EE				$78,500	EE

(4) Placement and Movement

(a) 2023-2024

1. For the 2023-2024 contract year only, teachers will be placed on schedule in their 2022-2023 level and column.

2. Teachers who earn a Master's Degree in a content area as defined by the IDOE after January 1, 2022, and have met the evaluation factor, will then move to Column II in the same level.

3. Teachers who have not earned a Master's Degree or already possessed one prior to January 1, 2022, and have met the evaluation factor, will move one level.

4. Teachers who meet the academic needs factor will then move over the salary listed under the appropriate 2023-2024 column.

(b) 2024-2025

1(a) Teachers who earn a content area Master's degree as defined by the IDOE and have met the evaluation factor, will move to Column II in the same level.

1(b) Teachers who have not earned a master's degree or already one possessed one prior to January 1, 2023, and have met the evaluation factor, will move down one level.

1(c) Teachers at the top level in each column will receive a stipend equal to the amount the teacher would have received as a base salary increase for advancing one level.

(5) Redistribution

Any funds that were otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

(6) Ancillary Duties

If the teacher is required by the school to assume duties outside the school day not otherwise provided for in the regular teaching day, the teacher will be compensated at the professional hourly rate.

(7) New Hire Salary Information:

a. New hire teachers will start at a salary recommended by the Superintendent and approved by the School Board. The Superintendent's recommendation will factor in the average salary of current Mississinewa teachers with similar years of experience and educational level.

b. Any new hire teacher with zero years of experience will have a base salary of $47,000 and no salary will exceed the $78,500 top of the salary range.

(8) Criminal Background Checks

The Mississinewa School Corporation will pay for all criminal background checks of teachers with at least one year of experience with the Mississinewa Community School Corporation in the previous school year.

(9) High Needs Area

To hire a teacher in a high needs area, the superintendent has the flexibility to offer a higher placement on the salary plan. "High needs" includes, but is not limited to, areas with limited applicants and areas which require a higher level of training and expertise.

B. Co-Curricular and Extra-Curricular Activity Pay Schedule

Football	**2022-2023**		**2023-2025**
Varsity football – head	$7,927.91		$8,166
Offensive Coordinator	$5,356.00		$5,517
Defensive Coordinator	$5,356.00		$5,517
Reserve coach	$5,356.00		$5,517
Freshman football – head	$5,356.00		$5,517
Freshman football - asst.	$5,356.00		$5,517
8th football	$3,300.00		$3,399
7th football	$3,300.00		$3,399
Football Coordinator	$2,994.21		$3,084
Basketball			
Boys Varsity Basketball	$7,927.91		$8,166
Boys Assistant Varsity Basketball	$5,356.00		$5,517
Boys Reserve Basketball	$5,356.00		$5,517
Boys Freshman Basketball	$5,356.00		$5,517
Boys 8th Basketball	$3,300.00		$3,399
Boys Assistant 8th Basketball	$2,200.00		$2,266
Boys 7th Basketball	$3,300.00		$3,399
Boys Assistant 7th Basketball	$2,200.00		$2,266
Boys 6th Basketball	$2,200.00		$2,266
Boys Basketball Coordinator	$3,064.25		$3,156
Girls Varsity Basketball	$7,417.03		$7,640
Girls Assistant Varsity Basketball	$5,356.00		$5,517
Girls Reserve Basketball	$5,356.00		$5,517
Girls Freshman Basketball	$5,356.00		$5,517
Girls 8th Basketball	$3,300.00		$3,399
Girls Assistant 8th Basketball	$2,200.00		$2,266
Girls 7th Basketball	$3,300.00		$3,399
Girls Assistant 7th Basketball	$2,200.00		$2,266
Girls 6th Basketball	$2,200.00		$2,266
Girls Basketball Coordinator	$2,994.21		$3,084
Volleyball			
Girls Varsity Volleyball	$4,082.92		$4,205
Girls Assistant Varsity Volleyball	$3,300.00		$3,399
Girls Reserve Volleyball	$3,300.00		$3,399
Girls 8th Volleyball	$2,500.00		$2,575
Girls 7th Volleyball	$2,500.00		$2,575
Girls 6th Volleyball	$2,500.00		$2,575
Volleyball Coordinator	$2,994.21		$3,084
Boys Varsity Volleyball	$3,300.00		$3,399
Track			
Varsity Track (combined boy/girl)	$5,570.24		$5,737

Varsity Track Assistant (combined boy/girl)	$3,300.00		$3,399
Varsity Track Assistant (combined boy/girl)	$3,300.00		$3,399
Varsity Track Assistant (combined boy/girl)	$3,300.00		$3,399
Boys Varsity Track	$3,500.00		$3,605
Boys Assistant Varsity Track	$2,000.00		$2,060
Boys 8th track	$2,500.00		$2,575
Boys 7th Track	$2,500.00		$2,575
Boys 6th Track	$2,500.00		$2,575
Girls Varsity Track	$3,500.00		$3,605
Girls Assistant Varsity Track	$2,000.00		$2,060
Girls 8th Track	$2,500.00		$2,575
Girls 7th Track	$2,500.00		$2,575
Girls 6th Track	$2,500.00		$2,575
Wrestling			
Boys Varsity Wrestling	$5,000.00		$5,150
Boys Assistant Varsity Wrestling	$2,500.00		$2,575
Middle School Wrestling	$2.500.00		$,1545
Middle School Wrestling Assistant	$1,500.00		$1,545
Girls Varsity Wrestling	$2,500.00		$2,575
Cross Country			
Boys Varsity Cross Country	$2,450.00		$2,524
Girls Varsity Cross Country	$2,450.00		$2,524
Boys/Girls Combined Varsity	$4,500.00		$4,635
Middle school Cross Country	$2,000.00		$2,060
Baseball			
Boys Varsity Baseball	$5,000.00		$5,150
Boys Assistant Varsity Baseball	$2,500.00		$2,575
Boys Reserve Baseball	$2,500.00		$2,575
Boys Reserve Baseball Assistant	$2,000.00		$2,060
Middle School Baseball	$2,000.00		$2,060
Middle School Baseball	$2,000.00		$2,060
Softball			
Girls Varsity Softball	$5,000.00		$5,150
Girls Assistant Varsity Softball	$2,500.00		$2,575
Girls Reserve Softball	$2,500.00		$2,575
Girls Reserve Softball Assistant	$2,000.00		$2,060
Middle School Softball	$2,000.00		$2,060
Tennis			
Boys Varsity Tennis	$4,000.00		$4,120
Boys Assistant Varsity Tennis	$2,000.00		$2,060
Girls Varsity Tennis	$4,000.00		$4,120
Girls Assistant Varsity Tennis	$2,000.00		$2,060
Middle School Tennis-Co-Ed	$2,000.00		$2,060

Golf			
Boys Golf	$4,000.00		$4,120
Girls Golf	$3,000.00		$3,090
Middle School golf	$2,000.00		$2,060
Soccer			
Head Coach	$5,000.00		$5,150
Assistant Coach	$2,500.00		$2,575
Middle School Soccer	$2,000.00		$2,060
Cheerleading			
High School Cheerleading	$5,000.00		$5,150
High School Cheerleading Assistant	$3,300.00		$3,399
8th Middle School Cheerleading	$3,300.00		$3,399
7th Middle School Cheerleading	$3,300.00		$3,399
Strength and Conditioning Coach	$3,000.00		$3,090
High School Athletic Trainer	$4,774.00		$4,917
Publications			
Pow Wow Yearbook	$2,032.00		$2,093
Smoke Signal	$1,227.00		$1,264
Middle School yearbook	$1,227.00		$1,264
Arts and Music			
Band Coordinator	$8,341.00		$8,591
Assistant Band Coordinator	$4,171.00		$4,296
Choir Coordinator	$6,870.00		$7,076
Elementary Choir	$3,000.00		$3,090
Elementary Art	$3,000.00		$3,090
Intramural			
Intramural Director - High School	$515	per season	$530
Intramural Asst. Director	$258	per season	$266
Intramural Director - Middle School	$515	per season	$530
Other			
High School Department Chairpersons	$637		$656
Alternative Education	$637.00		$656
Fine/Vocational Arts	$637.00		$656
Business Education	$637.00		$656
Language Arts/Foreign Language	$637.00		$656
Special Education Programs	$637.00		$656
Physical Education/Health	$637.00		$656
Math	$637.00		$656
Science	$637.00		$656
Social Studies	$637.00		$656
Sponsors			
Senior Class	$637.00		$656
Junior Class	$2,122.00		$2,186

Junior Class Assistant	$1,167.00		$1,202
Musical-Production Director	$2,122.00	per production	$2,186
Drama Production Director	$1,592.00	per production	$1,640
Thespians Sponsor	$637.00		$656
Technical Production Assistant	$637.00	per production	$656
Musical-Director of Music	$637.00	per production	$656
FCA	$637.00		$656
Student Council	$1,437.00		$1,480
Middle School Student Council	$1,332.00		$1,372
Elementary Student Council	$637.00		$656
National Honor Society	$637.00		$656
Middle School Honor Society	$637.00		$656
Language Club Sponsor	$319.00		$329
Language Club Sponsor	$319.00		$329
Art Activities Director (NAHS)	$1,402.00		$1,444
Assistant Art Activities Director	$702.00		$723
Coordinator of Academic Competition Events	$425.00		$438
Coach of Academic Competition Events	$637.00		$656
Academic/Quiz Bowl	$1,402.00		$1,444
High School Science Olympiad	$1,402.00		$1,444
High School Assistant Science Olympiad	$702.00		$723
Middle School Science Olympiad	$1,402.00		$1,444
Middle School Assistant Science Olympiad	$702.00		$723
Mentor Teacher	$1,061.00		$1,093
DECA Sponsor	10 days at professional rate*		
DECA Coach	5 days at professional rate*		
ICE Sponsor	10 days at professional rate*		
ICE Coach	5 days at professional rate*		
FFA Sponsor	10 days at professional rate*		
Elementary Classroom Relocation	$107.00		$110
Secondary Building Relocation	$107.00		$110

**Any days referenced above are for informational purposes only and were not bargained.*

III. WAGE/SALARY-RELATED FRINGE BENEFITS

A. Leaves

1. Days Allowed
   a. Eight (8) days of leave time for personal illness or family illness, without loss of compensation shall be credited annually to each teacher on the first (1st) day of his/her employment year.
   b. Four (4) days days of leave time for personal business (PB) without loss of compensation shall be credited annually to each teacher on the first (1st) day of his/her employment year.
   c. Leave days (unless medical documentation is provided) cannot be used to extend holidays, vacations, or any school breaks without prior approval from the Superintendent or his/her designee. Exceptions by the Superintendent will be based on emergencies and extenuating circumstances.

2. All unused leave days will accumulate as sick days to a maximum of 150 days. The Board will buy unused Sick Leave days above the one hundred and fifty (150) day accumulation at the rate of fifty dollars ($50.00) per day at the end of the school year. The money shall be deposited into the teacher's VEBA account by June 30 of each year.

3. When an experienced teacher is newly employed in the Mississinewa Community Schools, leave time earned in the previous school corporation will be credited up to 3 days annually (not to exceed 150 days) at the beginning of each year in Mississinewa Community Schools until the accumulated days have been fully credited.

4. A teacher employed for only a portion of the school year will be entitled to a proportionate number of leave days and unused days will be accumulative.

5. Each teacher will be provided two (2) days per year to attend professional conferences or professional meetings without loss of compensation.

6. If the Corporation requests the teacher to attend or to present at a conference, such attendance will not be counted as these Professional Conference Days.

7. Teachers will be entitled to five (5) workdays leave with pay and without loss of leave days when a death occurs in the immediate family. Three of the five (5) workdays may be reserved for later use to settle estate concerns. Immediate family is interpreted to mean spouse, parent, child, step-parent, step-child, still birth, brother/sister, grandparent, grandchild, parent-in-law, sibling-in-law or any other person who is residing with and is financially dependent on the teacher and/or spouse. One day of bereavement leave shall be granted in case of the death of any other relative. Bereavement leave in the amount of one day per year will be granted in the event of the death of a friend.

8. A teacher, when required, will serve on jury duty. The Board shall pay the teacher his/her full salary during such duty. The per diem amount received by the teacher for jury duty will be remitted to the Business Office. Travel, lodging and meal allowance shall be retained by the teacher.

9. Temporary Disability Leave: The Board will follow federal and state law regarding a leave of absence. Upon application, and approval by the Board, a temporary disability leave of absence may be granted to teachers at this school corporation on the following basis:

    a. A leave of absence without pay may be granted to a teacher for a period not to exceed one (1) year for physical or mental disabilities or illness of the teacher. Additional leave of absence for physical or mental disabilities or illness may be granted with Board approval.

10. Any teacher who is pregnant is entitled to a leave of absence if she notifies the Superintendent or his designee at least thirty (30) days before the date on which she desires to start her leave. She will also notify the Superintendent of the expected length of this leave, including an appropriate document from her physician. In case of a medical emergency, the teacher will be granted leave immediately upon her request and certification of the emergency from an attending physician.

11. A teacher will be granted a one (1) year leave of absence, without pay, for childcare. Said leave shall be requested through the office of the Superintendent at least one month before the leave is to begin.

12. Upon application the Board will grant a teacher an adoption leave of absence without pay for a period not to exceed one (1) year. Additional time may be requested and may be granted if in the

written opinion of the attending physician such additional time is needed for proper mental and/or emotional adjustment.

13. The teacher will have unpaid leave according to the federal and state Military Leave Acts.

14. 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. 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.

15. The teacher will 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 the veteran's former position is filled and an identical position is not available, then the veteran will be placed in a position for which he is certified until a satisfactory adjustment can be made. If National Guard or Reserve Encampment or a period of active military training should occur during the school year, the teacher required to participate will be granted a temporary leave of absence without loss of time or pay not to exceed fifteen (15) days in one (1) calendar year.

16. Except as otherwise required by law, a teacher on any approved, unpaid leave of absence may choose to continue in the school corporation's group insurance program(s) provided the teacher remits the full, total premium to the school corporation's business office prior to the due date each month.)

17. Any leave will not be considered a break in continuous service of the teacher; however, the period of time on leave will not be credited to years of teaching service with the exception of military leave.

18. Teachers returning from leave of absence will retain full credit for years of teaching service in the school corporation prior to the leave.

19. Leaves of Absence Without Pay for Study

    a. The school employer shall grant a one (1) year, or one semester leave of absence without pay upon application of a teacher for the purpose of:

        (1). Advanced study.
        (2). Teacher exchange programs.
        (3). Approved education travel.

        The school employer may grant a one (1) year, or one semester leave of absence without pay upon the application of the teacher for other reasons.

    b. To qualify for this leave, the teacher must have completed five (5) years of service in this school corporation prior to taking the leave, an additional five (5) years of service must be completed before another one (1) year or one semester leave.

    c. Application for leave shall be made to the Office of the Superintendent not later than February 1 in the year prior to taking the leave.

    d. Teachers shall notify the School Corporation not later than March 1 in the school year of the leave of their intent to return or not return for the upcoming school year.

e. Upon a teacher's return to work, the School Corporation shall assign the teacher to the same position held by the teacher when the leave commenced or to a position for which he/she is certified.

20. The Corporation shall provide the Association with a total of four (4) paid days per year for Association business. These days must be approved by the Association's Executive Committee and submitted to the Superintendent at least one week in advance and shall not exceed four (4) on any given school day. The Association agrees to pay for the cost of the substitute hired for a teacher taking Association leave.

B. Sick Leave Bank

Purpose: To provide additional sick and accidental benefits beyond normal sick leave for bargaining unit members who are unable to perform their normal duties for medical reasons.

Participation

1. All bargaining unit members are eligible to contribute and will have their contribution automatically deducted from their individual sick leave days unless they choose not to participate.

2. Those choosing not to participate must inform the superintendent in writing within ten (10) days of the beginning of the school year or ratification of this contract if it is later than the beginning of the school year.

3. Teachers who choose not to participate in the Sick Leave Bank must inform the superintendent in writing within ten (10) days of signing their contract.

4. Employees must be employed for one year before submitting an application for sick bank.

5. Non-participants are not eligible to receive days from the Bank.

6. 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.

7. An employee cannot donate any "leave days" directly to another employee.

Contributions

1. Each participant shall contribute at least one (1) day per year and may contribute up to three (3) days per year. Once the Bank has at least 150 days, no further contributions will be required until the banked 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 1 day.

3. When the Bank has fewer than 50 days, participants shall contribute another day. If at the 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.

Administration

1. The Sick Leave Bank shall be administered by a committee composed of four (4) Bank members appointed by the Association President. The Association President or designee shall chair the committee and vote only in case of a tie. 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.

2. The committee shall develop application guidelines such as how many days may be withdrawn before reapplication is required, develop any application form, reconciliation form, rule on requests, and monitor the size of the Bank. These guidelines shall 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.

Procedure

1. An applicant must have exhausted all 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 may be required. This information is deemed confidential.

7. A maximum of 25 days per loan shall be allowed.

8. Teachers on leave due to pregnancy shall be eligible to use Sick Leave Bank days for the period of temporary disability caused by pregnancy. However, the teacher is not entitled to take Sick Leave

Bank days when the teacher's physician certifies that the teacher is capable of performing the teacher's regular teaching duties.

9. Sick leave bank days may not be used for absences related to elective surgery, as determined by a physician's certification.

10. If more days are needed, the applicant must reapply. However, a teacher may not owe more than 25 days to the sick leave bank at any time.

11. No participant who is eligible for long-term disability coverage shall be granted days from the Sick Leave Bank once the applicant is eligible to receive long-term disability payments.

12. If the committee denies a loan, it must state in writing the reason(s) for denial.

13. The applicant may appeal a denial to the MTA Executive Board. The appeal must be in writing and address the denial reasons.

14. The MTA Executive Board will hear the appeal.

Repayment

1. Following return to work and starting immediately for previous borrowers, the borrower shall repay the days at a rate of four (4) days per year until all borrowed days are repaid or he/she retires.

2. The cost of each sick bank day is valued at the professional hourly rate of a beginning teacher.

    a. If a teacher terminates employment while owing days to the sick bank, then the teacher will be obligated to pay back the school corporation general fund at the daily professional hourly rate (of a beginning teacher) per day.

    b. The exception to this rule is only for documented cases of terminal illness and/or a permanent disability, which prohibits the teacher from continuing her/his professional teaching duties.

    c. Payment to the corporation will be automatically deducted from any remaining pay periods and/or from the teacher's severance payments.

3. The committee may waive repayment of the loan in case of death.

C. Insurance and Fringe Benefits

1. The Mississinewa Community School Corporation recognizes the School Employees Benefit Trust (SEBT) and its insurance policies in accordance with the SEBT contract signed by the authorized representatives, which includes an administrative representative and a teacher representative.

2. Insurance will be available in the following areas:
   a. Health and Prescription
   b. Dental
   c. Vision
   d. Double indemnity life insurance*
   e. Dependent life insurance*
   f. Long Term Disability Insurance
   **Life insurance limits are subject to the reduction schedule of current life insurance carrier.*

3. Effective January 1, 2024, premiums for the PPO Network Plan and the two Qualified High Deductible Health Plans (HDHP) will remain the same. Therefore, the Board's contribution will remain unchanged for 2024.

4. If the corporation is required to pay as a condition for continuance of the existing long-term disability plan, a premium based upon full participation in the plan by all full-time employees, then all such employees shall belong to the plan.

5. All financial remuneration due a Teacher shall be given to the Teacher's beneficiary in case of death of the Teacher. Such payments will be made within six months following such death to the beneficiary as designated in the Indiana State Teachers Retirement Fund.

6. If a teacher had received a notification of employment in the Mississinewa Community Schools for the following school year and deems it necessary to submit a resignation, such resignation may be effective the first day of school or first date of employment in another place, whichever comes first.

7. When premium refunds are made by policies on Teacher related policies, such funds shall be separated from other funds and returned to the Teachers on a pro rata basis in accordance with procedures established by the State Board of Accounts.

8. The Board will permit an employee covered by this agreement that severs employment at some point after reaching the age of fifty-five (55) to retain membership in the Corporation's group health plans until such employee is eligible for Medicare and to retain coverage in the corporation's group life and dependent life insurance plans with no age limitation (subject to age reduction schedule of current life insurance carrier). The entire cost of any coverage(s) chosen is the responsibility of the severing employee. Subject to statutory and carrier restrictions spouses will be permitted membership in the above-named coverage(s) without contribution toward premiums by the Board.

9. The Mississinewa Teachers Association and the Board of Trustees of the Mississinewa Community School Corporation executed a buy-out of retiree health insurance benefits on August 16, 2004. The buy-out will include all Teachers employed by the Mississinewa Community School Corporation on August 10, 2004. (See Appendix A for details of the buy-out.)

D. Retirement

10. Personnel covered by this agreement that have ten (10) or more years of teaching or administrative experience, including at least ten years with the Mississinewa Community School Corporation and at least the age of fifty-five (55), will be eligible for additional compensation upon retiring from Mississinewa Community School Corporation according to the schedule shown below. Personnel must qualify in both columns to be eligible for the benefits.

Yrs. In Profession	Years at Mississinewa	Amount
10	10	1,000
11	10	1,500
12	10	2,000
13	10	2,500
14	10	3,000
15	10	3,500
16	10	4,000
17	10	4,500
18	10	5,000
19	10	5,500
20	10	6,000
21	11	6,500
22	12	7,000
23	13	7,500
24	14	8,000
25	15	8,500
26	16	9,000
27	17	9,500
28	18	10,000
29	19	11,000
30	20	12,000

Years of service for this benefit will be determined using the criteria used by the Indiana Teacher's Retirement Fund.

11. Personnel retiring from the School Corporation should notify the Board of School Trustees through the Superintendent in writing of their intent to do so by July 1 of the calendar year prior to the school year of intended retirement. If this is impossible due to unforeseen circumstances, the employee shall be given every consideration for payment of benefits; however, late notification may result in benefit payments being delayed until the next budget year.

12. In the event an employee dies prior to retirement, payment of an additional compensation due under the above provisions shall be made to one of the following parties, prioritized in order of applicability; (a.) Named beneficiary, (b.) Surviving spouse, (c.) The deceased's estate.

13. Payments for this additional compensation will be made in one lump sum amount, except in those instances where the retiring employee also receives early severance benefit payments. In that event, retirement benefits will be paid in equal annual amounts during the period the employee receives early severance benefit payments from the Corporation. Up to $2,000.00 will be paid in time for the payment to be credited toward the employee's state retirement benefits. Any benefit payment due beyond $2,000.00 will be paid in a lump sum annual payment by January 5 of the calendar year following retirement from the School Corporation.

E. Early Severance

14. Personnel covered by this agreement that have been a Teacher or an administrator with the Mississinewa Community School Corporation at least ten of the most recent twelve years, and are eligible for reduced Social Security benefits as of July 1, 1999, will receive annual payments of 24% of the base salary of the teachers' Salary and Wage Schedule in effect during the last school year which the severing employee worked (see exception noted in #23). Such benefit will be paid in annual installments until the severing employee is eligible for full Social Security Benefits.

15. Personnel covered by this agreement that have been a teacher or an administrator with the Mississinewa Community School Corporation at least ten of the most recent twelve years and are not eligible for reduced Social Security benefits as of July 1, 1999, will be eligible for early severance compensation upon reaching the age of at least fifty-five (55) and severing employment from the Corporation. Such severing personnel will receive up to five annual payments of 31% of the base salary on the teachers' Salary and Wage Schedule in effect during the last school year that the severing employee worked (see exception noted in 18.9.3). The number of annual installment payments received will be determined by the number of years the severing employee has to reach eligibility for full Social Security benefits, but in no case will the number of payments be greater than five.

16. Each of the annual payments made as a result of #14 and #15 will be non-elective contributions to a 403(b) Plan made by the Mississinewa Community School Corporation for the benefit of each eligible employee.

17. The age of the severing employee will be such employee's age as of the first contractual day of the school year following the employee's most recently completed contract. Any employee wishing to sever employment after the first contract day of a school year and prior to the end of that school year may do so with the approval of the Superintendent and the Board of School trustees.

18. Personnel desiring to receive the benefits of this plan shall notify the Board of School Trustees through the Superintendent in writing by January l of the year employment is to be severed.

19. Payments for this benefit (see #16) will be made by the Corporation in one lump sum by December 31 of the calendar year following the year employment is severed.

20. The Early Severance provisions will not be applicable to personnel hired after June 30, 1999.

401(a) and 403(b) Plans

21. The Board agrees to establish and maintain a qualified 401(a) Annuity Plan and to maintain a 403(b) Annuity Plan for all personnel covered by this agreement. The 403(b) Plan will include provisions for pre-tax salary reduction contributions, which will be matched by equal Board contributions to the 401(a) Plan to a maximum of .5% of the employee's salary per the Salary and Wage Schedule. Compensation paid for extra duties and responsibilities are excluded from this calculation. Contributions to the 401(a) Plan will begin with the 1999-2000 contract year and continue each year as long as this provision is a part of the agreement. The Board contribution to the 401(a) Plan will increase .5% each year until the maximum matching level of 2.0% is reached.

22. The purpose of establishing this provision in the contract is to phase out the Early Severance provisions. For those employees that participate in the 401(a) Plan, the Early Severance provisions will remain in effect until such time as the employee receives a return from the 401(a) Plan (Board contributions plus accrued earnings) that is greater than the amount he would receive under the Early Severance provisions. For purposes of this calculation, the employee's 401(a) account is valued as of the date the last employer contribution is made (See exception in #23). In the event an employee's 401(a) Plan account experiences a loss due to market fluctuations, the Board's responsibility under the Early Severance provisions shall be the amount which the employee would have received under those provisions less the amount contributed by the Board to the employee's 401(a) Plan account.

23. Employees that choose not to participate in this matching plan forfeit the benefit of the amount that would have been deposited by the Corporation in their 401(a) accounts. The principal that would have been deposited in the employees' 401(a) accounts will be deducted from the early severance benefits.

24. Personnel will be 100% vested in the 401(a) Plan immediately upon participation therein.

25. The 401(a) Plan shall be subject to all applicable Internal Revenue Service regulations, have no contract initiation fees charged to the employees, and have no administrative or plan document charges to the Board.

26. As a result of the buy-out of the retiree health insurance benefits executed by the Mississinewa Teachers Association and the Board of Trustees of the Mississinewa Community School Corporation on August 16, 2004, the Corporation will contribute 1% of the employee's salary per the Salary and Wage Schedule into a qualified VEBA, in addition to the contributions described in #21. Compensation paid for extra duties is excluded from this calculation. Said contributions will begin with the 2004-2005 contract year and continue each year as long as the provision is a part of the agreement. Employees will not be required to make matching contributions to a 403(b) Plan to receive this contribution.

27. Vendor selection for the 401(a) and 403(b) plans shall be by mutual agreement.

V. CBA TERM & RATIFICATION

This Agreement shall be effective July 1, 2023, and shall continue in full force and effect through June 30, 2025.

The parties agree that each party had opportunity to discuss all bargainable issues during the bargaining leading to this Agreement and no additional bargaining on said issues will be conducted on any item, whether contained herein or not, during the life of this agreement, unless the parties, by supplemental written agreement hereto, agree to conduct additional bargaining on said issues.

This Agreement is made and entered into at 424 East South A Street, Gas City, Indiana 46933 on the 6th day of November, 2023 by and between the Board of School Trustees of the Mississinewa School Corporation, heretofore called the "School Employer" or "Board" and the Mississinewa Teachers' Association, heretofore called the "Exclusive Representative" or "Association."

The undersigned attest to the following:

A public hearing was held in compliance with Indiana Code 20-29-6-1(b) on October 18, 2023, and electronic participation from the parties and/or public was not permitted; and

A public meeting in compliance with Indiana Code 20-29-6-19 was held on October 23, 2023, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

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

Board of School Trustees of the Mississinewa School Corporation

Wayne D Gash
Board President

Taylor Winter
Superintendent of Schools

Mississinewa Teachers' Association

Adam Wilt
President

Nov 6th, 2023
Date

MISSISSINEWA COMMUNITY SCHOOLS
BUY-OUT OF RETIREE HEALTH INSURANCE BENEFITS
APPENDIX A

A. Determination of the Buy-Out

Educational Services Company, Indianapolis, Indiana, (ESC) performed actuarial studies to establish the Corporation's unfunded liability pertaining to retiree health insurance benefits, as established by Section 14.6 of the contract executed originally on October 19, 1998, and amended on April 24, 2003.

ESC performed studies to determine the present value of the benefits noted in the preceding paragraph using the following assumptions:

1. The assumed interest rate is 4% for the first two (2) years of the plan and 7.5% each year thereafter.
2. While employees are eligible for early severance at age fifty-five (55), according to section 15.9.2, ESC's study assumes that an employee severs employment at the age of fifty-eight (58), as determined by section 15.9.4 of the contract. However, if an employee continues employment after reaching age fifty-eight (58), the employee continues to receive benefits delineated in this contract and remains eligible to share in any reallocated funds.
3. Projected annual contributions for affected employees that currently participate in the Corporation's group health plan are $7,000 from age fifty-eight (58) through eligibility for Medicare, age sixty-five (65).
4. Projected annual contributions for affected employees that currently do not participate in the Corporation's group health plan from age fifty-eight (58) through eligibility for Medicare, age sixty-five (65), are as follows:
   a. 0 – 10 years of service $1,000
   b. 11 – 15 years of service $2,000
   c. 16 or more years of service, or age 40 by 9-1-04 $3,500
5. Mortality assumptions used the Uninsured Pensioner Mortality Table of 1994.
6. The annual termination rate assumption was 1.70%.

Employees that are enrolled in the Corporation's group health plan for the plan year that begins October 1, 2004, will be considered participants for the purposes of determining buy-out benefits.

Each affected employee will be provided with a confirmation statement to verify the accuracy of the applicable underlying information to be used in the present value calculations

Using the applicable assumptions, ESC will determine the present value calculations for each affected employee and the contributions described hereinafter will be made.

B. Distribution of Buy-Out Contributions

The Corporation will contribute the amounts calculated in "A" above to a voluntary employees' beneficiary association (VEBA). Said contributions will be made from bond sale proceeds, which must be sold no later than December 31, 2004. The amount calculated for each employee will be placed in a separate account. There will be no commingling of the accounts and each employee may choose from the investment options provided by the VEBA vendor.

The employee will have no access to the assets of his VEBA account until he has satisfied the eligibility requirement of being at least age fifty-five (55) at the time of severing employment.

If an employee severs employment prior to reaching age fifty-five (55), the severed employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated on September 1 each year to the remaining separate VEBA accounts, provided the amount to be reallocated from current and/or prior years is at least $5,000. Reallocations will be done in a manner similar to that used by ESC when present value calculations were initially determined. VEBA accounts of the following employees will not share in any reallocations of forfeited amounts:

1. Employees who forfeited their VEBA accounts in the same year.
2. Employees who forfeited their VEBA accounts in a prior year.
3. Employees who severed employment in the same year after reaching the age of fifty-five (55).
4. Employees who severed employment in a prior year after reaching the age of fifty-five (55).

After retiring and satisfying applicable requirements, individuals may use the amounts held in their respective VEBA accounts to pay health insurance premiums, to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents, as permitted by applicable regulations. Furthermore, following the death of an employee who had reached the age of fifty-five (55), any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. At no time may the VEBA make loans to an employee, a spouse, or dependents.

The school corporation will not receive any compensation for services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA accounts and any related investment fees shall be paid by the VEBA assets.

MISSISSINEWA COMMUNITY SCHOOLS
403(b) PROGRAM ATTRIBUTES
APPENDIX B

- Eligibility: Exclude employees who work less than average 15 hours per week
- Contributions
  - Employer Contributions are permissible
  - Employee Contributions:
    - Enrollment Biannual
    - Frequency of Contribution changes made semi-annually
    - Transfer of employee contributions to vendor by the 15th business day of the month following end of the month in which the funds were withheld
    - Minimum employee annual contribution of $200
- Limitations on Amounts Deferred
- Age 50 catch-up Elective Deferral Contributions are permissible
- Catch-up Limitation for employees with 15 years of service is permissible
- Roth Contributions are permissible
- Loans are not permissible
- Rollovers, Exchanges and Transfers:
  - Rollovers into the plan are permissible
  - Transfers into the plan are permissible
  - Transfers out of the plan are permissible
  - Exchanges are permissible
- In-service withdrawals at age 59 ½ are permissible
- Financial hardship withdrawals are permissible
- Plan Administration
  - By the employer