

MASTER CONTRACT

between the

BOARD OF SCHOOL TRUSTEES

of

MITCHELL COMMUNITY SCHOOLS

and the

MITCHELL EDUCATION ASSOCIATION

2017-2019

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CONTRACT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES

OF MITCHELL COMMUNITY SCHOOLS

AND

THE MITCHELL EDUCATION ASSOCIATION

Agreement made on **November 13, 2017**, between the Board of School Trustees of Mitchell Community Schools of Mitchell, County of Lawrence, State of Indiana, hereinafter referred to as "School Employer", and the Mitchell Education Association of Mitchell, County of Lawrence, State of Indiana, hereinafter referred to as "Association". The reference to any person or organization in any gender shall refer to the masculine, feminine, or neutral as required by the context. The parties to this Contract in consideration of the agreements and stipulations set out herein agree as follows:

**ARTICLE I
DEFINITIONS**

"School Employer" refers to the Board of School Trustees of Mitchell Community Schools and any person(s) authorized to act for said body in dealing with its employees. "School Corporation" refers to Mitchell Community Schools, Mitchell, Lawrence County, Indiana.

"School employee" and "teacher" refers to a full-time classroom teacher as certified by the Indiana Professional Standards Board and employed under regular contract by the School Employer. Supervisors, confidential employees, and non-certified employees shall be excluded from the meaning of school employees.

**ARTICLE II
RECOGNITION**

The Board recognizes the Mitchell Education Association as the exclusive representative of the school employees as certified by the Indiana Education Employment Relations Board for the term of this Contract in accordance with Public Law 217.

**ARTICLE III
WAGE RELATED FRINGE BENEFITS**

A. Insurance

1. Medical Insurance

The amount specified below, limited however to the cost of the applicable premium, will be paid by the School Employer toward the cost of medical insurance for each teacher enrolled in the School Corporation's group medical plan, with the teacher paying not less than \$1.20 per year.

A unit employee first employed after June 15, 2011 will be eligible only for the Plan #3 and Plan #4 coverage.

Health Insurance Rates Effective January 1, 2018

Eligibility Period: First day of Month following first day of contracted work

BUY-UP PLAN – (\$750 (Single) / \$2250 (Family) Deductible)				
TIER	Total Monthly Premium	School Corporation Monthly Contribution	Employee Monthly Contribution	Employee (24) Pays Contribution Amount
Single	783.41	579.41	204.00	102.00
Employee/Spouse	1877.46	1287.61	589.85	294.93
Employee/Children	1628.21	1116.67	511.54	255.77
Family	2597.73	1781.58	816.15	408.08
Both Teachers at MCS				
Employee/Spouse	1877.46	1475.01	402.45	201.23
Family	2597.73	2040.88	556.85	278.43
CORE PLAN – (\$1500 (Single) / \$4500 (Family) Deductible)				
TIER	Total Monthly Premium	School Corporation Monthly Contribution	Employee Monthly Contribution	Employee (24) Pays Contribution Amount
Single	701.80	551.36	150.44	75.22
Employee/Spouse	1528.73	1124.73	404.00	202.00
Employee/Children	1285.67	945.91	339.76	169.88
Family	2517.49	1852.20	665.29	332.65
Both Teachers at MCS				
Employee/Spouse	1528.73	1277.32	251.41	125.71
Family	2517.49	2103.48	414.01	207.01

HSA PLAN – (\$3000 (S) / \$6000 (F) Deductible)				
MCS contribution towards HSA Account:				
\$800 annually (Single)/\$1600 annually (Family)				
TIER	Total Monthly Premium	School Corporation Monthly Contribution	Employee Monthly Contribution	Employee (24) Pays Contribution Amount
Single	620.68	373.27	247.41	123.71
Employee/Spouse	1315.82	792.97	522.85	261.43
Employee/Children	1096.51	660.80	435.71	217.86
Family	1758.43	1059.70	698.73	349.37
Both Teachers at MCS				
Employee/Spouse	1315.82	946.20	369.62	184.81
Family	1758.43	1264.48	493.95	246.98

HSA PLAN – (\$5000 (Single) / \$10,000 (Family) Deductible)				
TIER	Total Monthly Premium	School Corporation Monthly Contribution	Employee Monthly Contribution	Employee (24) Pays Contribution Amount
Single	624.97	485.80	139.17	69.59
Employee/Spouse	1325.07	558.31	766.76	383.38
Employee/Children	1198.90	545.23	653.67	326.84
Family	1892.97	617.11	1275.86	637.93
Both Teachers at MCS				
Employee/Spouse	1325.07	558.31	766.76	383.38
Family	1892.97	617.11	1275.86	637.93

***Rates subject to change due to increase on January 1st of each following year.

In the event both a teacher and spouse are employed as teachers in this School Corporation, such persons may choose either:
 (A) two such single plans with the School Employer's maximum payment per teacher as specified above, or
 (B) one such family plan with the School Employer's maximum payment per teacher as specified above

For the life of the contract, the School Employer will pay sixty percent (60%) of the premium increase, if any, with the teacher paying the balance.

There shall be no change in benefits during the term of this agreement except by negotiation between and mutual agreement of the parties.

The School Employer shall contribute annually the following amounts to the health savings accounts for all participants in Plan #3.

- Single \$800
- All Family Plans \$1,600
- Both \$1,600 (one contribution only)

2. Dental Insurance

The amount specified below, limited however to the cost of the applicable premium, will be paid by the School Employer toward the cost of dental insurance for each teacher enrolled in the School Corporation's group dental plan, with the teacher paying not less than \$1.20 per year.

Maximum School Employer Payment per Teacher:

- a. Employee Single Coverage - \$22.00 per Month;
- b. Employee Family Coverage - \$50.00 per Month.

In the event both a teacher and spouse are employed as teachers in this School Corporation, such persons may choose (1) two such single plans with the School Employer's maximum payment per teacher as specified above, or (2) one such family plan with the School Employer's maximum payment of \$60.00 per month, with each such teacher paying not less than \$1.20 per year.

For the life of the contract, the School Employer will pay sixty percent (60%) of the premium increase, if any, with the teacher paying the balance.

There shall be no changes in benefits during the term of this agreement except by negotiation between and mutual agreement of the parties.

3. Term Life Insurance

The amount specified below, limited however to the cost of the applicable premium, will be paid by the School Employer toward the cost of term life insurance in the amount of \$50,000 coverage for each teacher enrolled in the School Corporation's group term insurance plan, with the teacher paying not less than \$1.20 per year.

Maximum School Employer Payment per Teacher:

- a. \$85.00 per year

4. Vision Insurance

The amount specified below, limited however to the cost of the applicable premium, will be paid by the School Employer toward the cost of vision insurance for each teacher enrolled in the School Corporation's group vision insurance plan, with the teacher paying not less than \$1.20 per year.

Maximum School Employer Payment Per Teacher: \$13.00 per month.

There shall be no change in benefits during the term of this agreement except by negotiation between and mutual agreement of the parties.

5. Long-Term Disability Insurance

The amount specified below, limited however to the cost of the applicable premium, will be paid by the School Employer toward the cost of long-term disability insurance for each teacher enrolled in the School Corporation's group LTD insurance plan, with the teacher paying not less than \$1.20 per year.

Maximum School Employer Payment Per Teacher: \$12.50 per month.

There shall be no change in benefits during the term of this agreement except by negotiation between and mutual agreement of the parties.

6. The carrier(s) shall be recommended by a committee of two school employees, two administrators, and one school board member and shall be approved by the School Employer.

7. A school employee may elect to discontinue participation and payroll deduction in the plans described herein by submitting a signed statement clearly indicating such intent, and any payroll deduction will cease as soon as practicable following receipt of the statement.

B. Section 125

The School Employer shall provide an opportunity for enrollment in Section 125, Generation I. Each school employee shall elect on forms provided by the School Employer to receive a portion of his/her salary (to a maximum of 50% of his/her salary) as a part of the contract amount (cash) or defer any amount thereof to pay the school employee's share of all I.R.S eligible insurance costs to the employee which shall be included in Section 125 benefit under Generation I.

The School Employee shall receive the difference between the total I.R.S. eligible benefits selected under Generation I and the total amount of non-taxable

benefits as a part of his/her contract which shall be subject to all income and F.I.C.A. taxes.

The School Employer shall provide an opportunity for enrollment in Section 125, Generation II. Generation II will be a managed service with enrollment and benefits determined in the plan document as determined by service manager and employer.

C. 403(b)

Mitchell Community Schools shall offer each teacher the opportunity to participate in a 403(b) retirement plan. The School Employer shall provide a workshop explaining the options to teachers and facilitating completion of paperwork.

ARTICLE IV SALARY AND WAGES

Teachers new to the school corporation shall be placed on the Salary Schedule in Appendix A-1 based on experience and education. Any adjustments made to the initial salary of a new hire shall not be made without the Superintendent informing the Association.

ARTICLE V LEAVES

A. Sick Leave

Sick leave of twelve (12) days per year shall be granted to all school employees and these days can be used in the event of family illness, accident, and/or emergency.

All unused sick leave days shall be cumulative to a maximum of one hundred eighty-five (185) days. School employees who use no sick leave days for any purpose permitted in Section V-A (Sick Leave) during the school year shall receive a one-time payment of one hundred eighty dollars (\$180.00) to be deposited into the teacher's 401(A) account no later than August 1 following the end of the school year. School employees who use no more than two (2) sick leave days for any purpose permitted in Section V-A (Sick Leave) during the school year shall receive a one-time payment of seventy-five dollars (\$75.00) to be deposited into the teacher's 401(A) account no later than August 1 following the end of the school year. All days used under Section V-A (Sick Leave) for personal illness, family illness, accident, and/or emergency shall be deducted from accumulated sick leave.

B. Personal Business Leave

Each school employee shall be granted three (3) days during the school year of employment for transaction of personal or civic affairs. School employees shall request the use of personal business on Google forms provided by the Office of the Principal. Requests for Personal Business Leave with pay shall be made to the Office of the Principal at least one (1) school day in advance. Should extenuating circumstances occur, the teacher may request personal business leave in the same manner as sick leave with the understanding that the necessary leave forms will be completed upon return to school. Personal Business Days may be taken as full days or half days. Personal Business Leave shall not be granted prior to or after school vacation when used by a school employee as additional vacation time rather than for business.

Unused Personal Business Days, upon the written election of the school employee at the end of the school year, will be allocated to the school employee's credit as follows:

1. School employees who use no personal business leave days during the school year will receive a one-time payment of one hundred eighty dollars (\$180.00) to be deposited into the teacher's 401(A) account no later than August 1 following the end of the school year

2. School employees who use no more than one personal business leave day during the school year will receive a one-time payment of seventy-five (\$75.00) to be deposited into the teacher's 401(A) account no later than August 1 following the end of the school year.

C. Unused Paid Leave Bonus

Teachers that use a total of five (5) or fewer paid leave days (sick, emergency, family illness, personal) during the school year will be awarded a \$400 stipend. The stipend will be paid on the last pay date of the school year cycle.

D. Bereavement Leave

A school employee shall be entitled to be absent from duty without loss of compensation for death in the immediate family for a period extending not more than five (5) school days beyond such death. The immediate family shall be defined as father, mother, brother, sister, child, wife, husband, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-father, step-mother, step-child or one domiciled in the same home. Should the teacher not use a total of five (5) school days at the time of the bereavement, one (1) day remaining of the five (5) school days shall be available during the school year for the teacher to settle estate matters. For the death of a grandparent, grandchild, or grandparent-in-law three (3)

school day's absence may be allowed without deduction in salary. For the death of a relative no farther removed than first cousin, aunt-in-law, uncle-in-law, and first cousin-in-law, one (1) school day's absence may be allowed without deduction in salary. For the death of a colleague or student of Mitchell Community Schools, a teacher may be excused to attend funeral services.

E. Military Leave

Any regular school employee who may be called into military service by the United States of America shall be granted a military leave without pay. He shall be reinstated in the school system provided he is fully qualified for said position.

F. Professional Leave

Professional leave may be granted for qualified school employees to attend conferences and shall be based upon professional interest and leadership, subject to the approval of the Principal and/or Superintendent. Requests for professional leave must be submitted on forms provided by the Office of the Principal. Professional leaves for periods longer than one (1) day must have the approval of the Board of School Trustees of Mitchell Community Schools.

G. Maternity Leave

Any school employee who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the same provisions governing sickness and by the following: (a) any school employee who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, excepting a medical emergency, if she notifies the Superintendent of Schools in writing at least thirty (30) days before the date on which she desires to start her leave. She also shall notify of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the school employee shall be granted a leave, as otherwise provided in this section immediately upon her request and certification of the emergency from an attending physician. (b) All or any portion of a leave taken by a school employee because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. After her available sick leave has been used, the school employee may be absent without pay, subject to subsection (a) of this section. This leave may be taken without jeopardy to re-employment, retirement and salary benefits, tenure and seniority rights.

H. Jury Duty Leave

When a school employee is called to serve on jury duty, the Board of School Trustees of Mitchell Community Schools shall pay his regular salary and the school employee shall remit to the School Corporation the amount received for his jury duty service less payment for mileage expenses. The school employee shall notify the building principal with a certification from the court of this jury duty service.

I. Parental Leave

A parental leave of absence without pay may be granted to a male or female school employee under the following conditions:

1. For the purpose of rearing such school employee's child during the child's first year.
2. In the case of an adopted child or a contemplated adoption

(a) for the purpose of establishing parental contact with a minor child during the first year after receiving custody of such child and/or

(b) when legally necessary in order to fulfill the requirements for adoption; provided that no parental leave shall exceed one (1) school year in length.

J. Leave of Absence

1. A teacher may be granted a leave of absence, without pay or benefits, for a period of up to one (1) year.

2. If approved by the insurance carrier(s), a teacher who is granted a leave of absence may choose to remain in the School Corporation's group medical and term life program(s) during the leave of absence provided the teacher remits the full, total premium to the School Corporation's business office prior to the date due each month.

K. Critical Medical Emergency Leave

Each teacher may use up to thirty (30) days of that teacher's own sick leave as critical medical emergency leave during a school year after all other family illness, accident, emergency, and/or personal business leave has been exhausted. A "critical medical emergency" is defined as a life threatening illness or injury (verified by a written doctor's certification) to a teacher's spouse, child, parent, stepchild living in the teacher's home, or a parent-in-law where the teacher is the primary care giver for that person. The teacher must apply for critical medical emergency leave by providing the Superintendent or his/her designee with a completed request form. A Critical Medical Emergency Review Committee will be formed and shall be comprised of the

Superintendent of Schools or his/her designee, and a non-administrator member appointed by the Board of Trustees of Mitchell Community Schools and one teacher appointed by the Mitchell Education Association President. The Committee shall consider and review all requests to ensure that all applications submitted are in accordance with the provisions of the contract. The Critical Medical Emergency Review Committee shall grant a critical medical emergency leave only when the application conforms to the provision of the contract.

L. Presidential Release Time

The Association President shall be allowed released time as outlined below:

1. The MEA President will be provided with three (3) days with pay for the transaction of Association business. When there are two (2) or more Association Presidents four (4) paid leave days will be provided for the transaction of Association business.

M. Association Release Time

The Association President or designee will be granted three (3) days of release time with pay for the transaction of association business, if the association reimburses the school corporation for the cost of a substitute teacher.

N. Sick Leave Bank

1. The School Employer shall continue a sick leave bank subject to the following conditions:

a. The sick leave bank shall supply to all persons by the School Corporation under the provisions of a "Regular Teachers" Contract whose employment requires the holding of a license issued by the Indiana Professional Standards Board.

b. A current teacher who has elected to participate shall contribute one (1) sick leave day for the school year only when the bank falls below one hundred (100) days. A teacher new to the School Corporation who elects to participate shall contribute one (1) sick leave day to the bank no later than ten (10) days after the first date of duty assignment in order to become a participant. Eligibility for participation in the bank shall be established through contribution of a sick leave day as provided herein on a form provided by the Office of the Superintendent through the Office of the Principal.

c. Each participant shall be eligible to withdraw days from the sick leave bank as provided in the chart below after the participant has first used his accumulated sick leave days plus an additional waiting period of four (4) school days.

In addition, the participant shall be eligible to withdraw days upon the condition that the participant provides a committee composed of the Superintendent of Schools, a non-administrator member appointed by the Board of School Trustees of Mitchell Community Schools, and a member appointed by the Mitchell Education Association with a written doctor's certification that the participant's incapacity prevents him from performing his regularly assigned duties. The committee shall approve all sick bank withdrawals before they may be withdrawn.

SCHEDULE

Years Exp. at MCS Number of Days

0-7	50
8-13	70
14+	85

d. If at any point in time the total number of sick leave bank days available (based on school employees' contributions only) are exhausted, then the benefits shall be terminated.

ARTICLE VI RETIREMENT SEVERANCE BENEFITS

A. Supplemental Retirement Plan - The School Employer shall establish a new retirement plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended ("New Plan").

1. Category Classifications of School Employees. Under the terms of the New Plan, a school Employee will be placed into one of the following categories depending on the school Employee's age and years of service according to the Indiana State Teachers' Retirement Fund ("ISTRF") as of June 30, 2001.

a. Category I: To be eligible for Category I status, a School Employee must have been eligible for a normal unreduced retirement benefit from ISTRF as determined under IC 5-10.2-4-1(b) on or before June 30, 2001 and must have more than ten (10) years of continuous service with Mitchell Community Schools as of June 30, 2001.

b. Category II: To be eligible for Category II status, a School Employee must not be eligible for Category I status, must be eligible for a normal unreduced retirement benefit from ISTRF as determined under IC 5-10.2-4-1(b) on or before June 30, 2011 and must have more than ten (10) years of continuous service with Mitchell Community Schools as of June 30, 2001.

c. Category III: To be eligible for Category III status, A School Employee must not be eligible for either Category I or Category II status and must have more than ten (10) year of continuous service with Mitchell Community Schools as of June 30, 2001.

d. Category IV: To be eligible for Category IV status, a School Employee must not be eligible for Category I status, Category II status, or Category III status and must have less than ten (10) years of continuous service with Mitchell Community Schools as of June 30, 2001. All School Employees hired after June 30, 2001 shall be eligible only for Category IV status.

2. Tier I: Severance Benefits

a. This subsection shall apply to School Employees who are classified in Category I, Category II, Category III, or Category IV status. A present value of each eligible School Employee's unused sick days accumulated as of June 30, 2001 if any (up to a maximum of 175 days) shall be calculated pursuant to the formula agreed to by the parties. The School Employer shall make five equal annual contributions to the School Employee's account in the New Plan in an amount sufficient to amortize that present value.

b. This subsection shall apply to School Employees who are classified in Category I or II. For Category I School Employees, a present value of each such eligible School Employees' projected unused sick days projected to be accumulated between July 1, 2001 and June 30, 2003 (up to a maximum of 175 days, counting both the days used in subsection (a) and this subsection) shall be calculated pursuant to the formula agreed to by the parties. For Category II School Employees, a present value of each such eligible School Employees' projected unused sick days projected to be accumulated between July 1, 2001 and the date that the Employee would be eligible for a normal unreduced retirement benefit from ISTRF as determined under IC 5-10.2-4-1(b) (up to a maximum of 175 days, counting both the days used in subsection (a) and this subsection) shall be calculated pursuant to the formula agreed to by the parties. The School Employer shall make five equal annual contributions to the School Employee's account in the New Plan in an amount sufficient to amortize that present value.

c. A School Employee shall vest in the contributions under subsections (a) and (b) at the attainment age fifty-four (54) and completion of ten years of service with Mitchell Community Schools.

d. If a School Employee retires or dies during this amortization period, the School Employer shall pay to the New Plan in the Employee's year of retirement or death any remaining amortization payments, subject to applicable limits set by the Internal Revenue Service. Any amount in excess of those IRS limits shall be paid by

the School Employer to the School Employee (or in the case of death, to the School Employee's ISTRF beneficiary/ies) in a single lump sum at retirement or death.

3. Tier II: Early Retirement Benefits

a. This section shall apply to School Employees who are classified in Category I or Category II status. A present value of each eligible Category I or Category II School Employees' benefits due under Article IV, Section D of the Contract as of June 30, 2001 shall be calculated pursuant to the Formula agreed to by the parties. The School Employer shall make five equal annual contributions to the Category I or Category II School Employee's account in the New Plan in an amount sufficient to amortize that present value.

b. Every Category I School Employee is vested in the benefits under Tier II. A Category II School Employee will vest in the benefits under Tier II at the attainment of eligibility for a normal unreduced retirement benefit from the Indiana State Teacher's Retirement Fund as determined under IC 5-10.2-4-1(b).

c. If a Category I or Category II School Employee retires or dies during this amortization period, the School Employer shall pay to the New Plan in the School Employee's year of retirement or death any remaining amortization payments, subject to applicable limits set by the Internal Revenue Service. Any amount in excess of those IRS limits shall be paid by the School Employer to the Category I or Category II School Employee (or in the case of death to the School Employee's ISTRF beneficiary/ies) in a single lump sum at retirement or death.

4. Tier III: Annual Contribution

This Tier shall apply to School Employees who are classified in Category III status. The School Employer shall make an annual contribution to every Category III School Employee's account in the New Plan in an amount equivalent to one percent (1%) of the Category III School Employee's annual Salary and Wages as determined under Article V. Each Category III School Employee shall vest in the benefits under Tier III upon the completion of ten (10) continuous years of service with Mitchell Community Schools.

5. Tier IV: Annual Contribution

This Tier shall apply to School Employees who are classified in Category IV Status. The School Employer shall make an annual contribution to every Category IV School Employee's account in the New Plan in an amount equivalent to one-half percent (.5%) of the Category IV School Employee's annual Salary and Wages as determined under Article V. Each Category IV School Employee shall vest in the benefits under Tier IV upon the completion of ten (10) continuous years of service with Mitchell Community Schools.

6. Calculations

In each case in this Section where reference is made to the present value of the formula agreed to by the parties, the parties understand and agree that means the value using the data and assumptions agreed to by the parties, the discounts and the manner of applying those discounts agreed to by the parties and the amortization agreed to by the parties, all as evidenced in the final sheets prepared by the actuary concurrent with signing this Contract.

7. School Employee Direction of Individual Account in New Plan

Upon adoption of this Contract, the Vendor Committee shall conduct a search for an outside vendor to administer the New Plan. The search shall be conducted by submitting a Request for Proposals to all vendors deemed qualified under criteria set exclusively by the Vendor Committee. Upon receiving all qualified proposals, the Vendor Committee shall recommend the appropriate vendor to the School Board for approval; with the assistance of outside counsel should it be deemed necessary, according to criteria established solely by the Vendor Committee. The Vendor Committee shall consist of a committee of two School Employees (appointed by the Mitchell Education Association President), two administrators (appointed by the Superintendent or his designee), and one School Board member (appointed by the Board). Every School Employee eligible to participate in the New Plan shall have individual accounts to receive contributions from the School Employer. The School Employee shall have the authority to direct the investment of the amounts contributed to his or her individual accounts pursuant to administrative guidelines established by the Plan.

B. Health Insurance - Retirement

1. This section applies to School Employees employed by Mitchell Community Schools on June 30, 2002 and who are in Category I or II. Such eligible School Employees who retire under ISTRF from Mitchell Community Schools and who have been employed by Mitchell Community Schools the previous ten (10) consecutive years may choose to remain in the School Employer's group medical insurance program until the age of Medicare eligibility with the School Employer contributing a maximum of ninety percent (90%) of the same premium payment provided for the School Employee.

2. This section applies to School Employees employed by the Mitchell Community Schools on June 30, 2002 and who are in Category III or IV. Such eligible School Employees who retire under ISTRF from Mitchell Community Schools and who have been employed by Mitchell Community Schools the previous ten (10) consecutive years may choose to remain in the School Employer's group medical insurance program until the age of Medicare eligibility with the School Employer contributing a maximum of the lesser of ninety percent (90%) of the same premium payment provided for the School Employee or three thousand five hundred dollars (\$3,500) in the case of single coverage or in the case of a retiree where their spouse is employed by Mitchell Community Schools, six thousand dollars (\$6,000) in the case of family coverage, or

eight thousand dollars (\$8,000) in the case of employment of both spouses.

ARTICLE VII GRIEVANCE PROCEDURE

This Grievance Procedure, hereinafter referred to as "Procedure", stipulates the conditions under the procedures by which grievances alleged by certain school employees as defined in Article I of this Contract shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances; but such grievances shall be submitted to the following grievance procedures.

A. DEFINITIONS

As used in this Procedure:

1. "grievance" means, and shall be limited to, an alleged violation of an express Article or Section of this written Contract, except where such Article or Section is exempt from this Procedure;

2. "Superintendent" means the chief administrative officer of the School Corporation, or any person(s) designated by him to act in his behalf in dealing with school employees;

3. "grievant" means the teacher or teachers directly affected by the alleged violation making the claim;

4. "days" means calendar days.

B. STRUCTURE

1. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to proceed independently of this Procedure.

2. The grievant may choose to be represented by the Association at all levels of the Procedure, limited, however, to a total of two (2) such representatives. Nothing contained herein shall be construed to prevent a teacher from presenting a grievance and having the grievance adjusted if the adjustment is not inconsistent with the terms of this Contract and the Association has been given the opportunity to be present at such adjustment.

3. There shall be no additional evidence, material, allegation, or remedy submitted by the grievant or his representative during the grievance process, once a

formal grievance has been filed at Formal Level One, provided, however, that the Superintendent shall waive the restrictions on additional evidence or material stipulated herein upon request of the grievant provided that the Superintendent determines said additional evidence or material was either not known or not available to the grievant at the time said grievance was filed at Formal Level One.

C. PROCEDURE

The number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and School Employer.

D. FORMAL GRIEVANCE

1. Level One

a. Within seven (7) 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 file the grievance with the principal, or his designee, in writing, signed by the grievant, on the appropriate grievance form. The written grievance shall name the teacher involved, shall state the facts giving rise to the grievance, shall identify by specific reference all express Articles or Sections of this Contract alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said Articles or Sections, and shall indicate the specific relief requested. 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 representative present.

b. Within seven (7) days after receiving the written grievance, the principal, or his designee, shall communicate his answer in writing to the grievant.

2. Level Two

a. In the event that 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 seventeen (17) 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.

b. The grievant shall submit the written claim, signed by him, to the Superintendent. Within ten (10) days from the receipt of the grievance the

Superintendent shall render a written decision to the grievant as to the resolution of the grievance. The Superintendent shall hold a meeting with the grievant prior to the rendering of the written decision, and an additional fourteen (14) days beyond the ten (10) days shall be allowed if the Superintendent determines further investigation is necessary.

3. Level Three

In the event 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 seven (7) days of receipt of the Superintendent's written answer, or if no written decision has been rendered by the Superintendent, either within seventeen (17) days or within thirty-one (31) days after presentation of the grievance at Level Two, whichever is applicable. Within thirty (30) days from receipt of the grievance, the School Employer shall hold a hearing to consider and finally rule on the disposition of the grievance. Such final decision shall be communicated to the grievant, in writing, within five (5) days.

E. MISCELLANEOUS

1. Decisions rendered at Formal Level One, Level Two, and Level Three of this Procedure shall be in writing.

2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.

3. All necessary forms for grievance procedures set forth in this Procedure shall be provided by the Superintendent.

4. Any grievance not filed within the time limit specified in Level One shall not be processed.

5. 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.

6. Any hearing at the Informal Level and at Formal Level One, Level Two and Level Three shall be held during nonteaching hours unless otherwise directed by

the School Employer.

7. No teacher 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. No teacher 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.

9. Teachers shall follow all written and oral directives of the School Employer, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the teacher's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.

10. Any grievance which arose prior to the effective date of this Contract shall not be processed.

11. This Procedure supersedes and cancels all previous grievance policies or procedures, oral or written or based on alleged past practices or procedures, and constitutes the entire procedure for the processing of grievances.

ARTICLE VIII MISCELLANEOUS

A. Deductions

1. Upon presentation of written authorization of the school employee, the School Employer shall deduct from the pay of such school employee any dues designated by the appropriate officer of the exclusive representative and shall remit such dues to such exclusive representative. Membership forms shall be provided and distributed by the Association.

2. The School Corporation shall deduct from salaries of school employees who are members of the Association(s) dues for such membership in twenty-four (24) or fewer deductions (the number of deductions left to the discretion of the Mitchell Education Association and the beginning date of the first deduction to be the first paycheck in September. Deducted dues on deposit with the School Corporation will be paid to the Mitchell Education Association through direct deposit monthly beginning in September.

3. School employees who authorize dues deductions for the 2017-2018

school year and thereafter shall continue to have such dues deducted each year until such time as the School Corporation receives written notification from the school employee of a withdrawal of such authorization.

4. Upon presentation of written authorization of a school employee, the School Employer shall deduct from the salary of that school employee and shall remit to the appropriate agencies/financial institutions who agree to accept remittances under the provisions established by the School Employer for annuities and insurance plans described and incorporated into this contract.

5. The exclusive representative 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 to action taken or not taken by the School Employer or School Corporation.

B. Criminal Background Checks

1. The School Employer will pay criminal background check fees.

**ARTICLE IX
SEVERABILITY CLAUSE**

Should any Article, Section or Clause of this Contract be declared illegal by a court of competent jurisdiction, said Article, Section or Clause as the case may be, shall be automatically deleted from this Contract to the extent that it violates the Law, but the remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of this Contract, if not affected by the deleted Article, Section, or Clause.

ARTICLE X

TERM OF CONTRACT

The term of this Contract shall be for a period of two years, beginning July 1, 2017, and terminating June 30, 2019, on all sections of this Contract.

In the event the Corporation Total Tuition State Funding, as determined by the DOE worksheet using ADM for 2017-18 and ADM for 2018-19 on the first day that enrollment is certified, decreases, or if the corporation ADM decreases by more than 20 students, the financials only (compensation/benefits) of the contract shall be reopened, at the request of the School Corporation. In the event the Corporation Total Tuition State Funding, as determined by the DOE worksheet using ADM for 2017-18 and ADM for 2018-2019 on the first day that enrollment is certified, increases, or the ADM increases by more than 20 students, the financials only (compensation/benefits) of the contract shall be reopened, at the request of the Association. Barring any of the above occurring, the contract will not be reopened for 2018-2019.

There shall be no guarantee of future row/column movement on the salary schedule expressed or implied outside the terms of this contract. Movement or lack thereof on the salary schedule shall be determined with each bargaining cycle.

IN WITNESS WHEREOF, the parties hereto have executed the 2017 – 2018 and 2018 – 2019 Compensation Grid (Appendix “A-1”), Compensation Model (Appendix “A-2”) and the 2017 – 2018 and 2018-2019 Extra-Curricular Schedules (Appendix “B”) of this Contract at Mitchell, IN

Date: November 13 2017
 (month) (day) (year)

Mitchell Education Association:

Board of School Trustees
Mitchell Community Schools:

Co-President

President

Co-President

Secretary

Secretary

Superintendent

APPENDIX A1

2017-2019 COMPENSATION GRID

Row	Bachelor's Degree	Row \$ Differential	Column \$ Differential	Master's Degree	Row \$ Differential	Row
A	\$35,595		\$2,253	\$37,848		A
B	\$36,595	\$1,000	\$2,253	\$38,848	\$1,000	B
C	\$37,595	\$1,000	\$2,253	\$39,848	\$1,000	C
D	\$38,595	\$1,000	\$2,253	\$40,848	\$1,000	D
E	\$39,595	\$1,000	\$2,253	\$41,848	\$1,000	E
F	\$40,595	\$1,000	\$2,253	\$42,848	\$1,000	F
G	\$41,595	\$1,000	\$2,253	\$43,848	\$1,000	G
H	\$42,595	\$1,000	\$2,253	\$44,848	\$1,000	H
I	\$43,595	\$1,000	\$2,253	\$45,848	\$1,000	I
J	\$44,595	\$1,000	\$2,253	\$46,848	\$1,000	J
K	\$45,595	\$1,000	\$2,253	\$47,848	\$1,000	K
L	\$46,595	\$1,000	\$2,253	\$48,848	\$1,000	L
M	\$47,595	\$1,000	\$2,253	\$49,848	\$1,000	M
N	\$48,595	\$1,000	\$2,253	\$50,848	\$1,000	N
O	\$49,595	\$1,000	\$2,253	\$51,848	\$1,000	O
P	\$50,595	\$1,000	\$2,253	\$52,848	\$1,000	P
Q	\$51,595	\$1,000	\$2,253	\$53,848	\$1,000	Q
R				\$54,848	\$1,000	R
S				\$55,848	\$1,000	S
T				\$56,848	\$1,000	T
U				\$57,848	\$1,000	U
V				\$58,848	\$1,000	V
W				\$59,848	\$1,000	W
X				\$60,848	\$1,000	X
Y				\$61,848	\$1,000	Y
Z				\$62,848	\$1,000	Z
AA				\$63,848	\$1,000	AA
BB				\$64,848	\$1,000	BB
CC				\$65,848	\$1,000	CC

APPENDIX A-2

2017-2019 COMPENSATION MODEL LANGUAGE

1. Salary Schedule

Eligible Teachers employed by Mitchell Community Schools for the 2017-2018 school year will be moved from their 2016-2017 salaries to the proposed 2017-2018 salary that most closely corresponds to and which is at least \$500 more than their actual 2016-2017 salary as reflected on the salary schedule above.

2. General Eligibility

- a. To be eligible to receive a base salary increase, a teacher must meet the eligibility requirements for the factors in Section 3 below.
- b. Except as provided in Indiana Code 209-28-9-1.5(d), 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.
- c. A teacher must have been employed and earned compensation for a minimum of 120 days at Mitchell Community Schools the prior school year to qualify for a base or stipend increase.

3. Factors and Definitions

- a. Evaluation rating – The teacher received a highly effective or effective evaluation for the prior school year, except that a teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a base salary increase. Teachers who receive an evaluation rating of Ineffective or Improvement Necessary on their 2016-2017 evaluation will not be eligible for a base salary increase and shall remain at their 2016-2017 base salary.
- b. Education – The teacher possesses a Master’s Degree in a content area as defined by the Indiana Department of Education.
- c. Academic Need: In order to be eligible for a base salary increase under this factor, a teacher must meet one (1) of the following eligibility requirements:
 1. Be assigned to a school building with a Grade C or higher; or
 2. If not in a C school or higher, show improvement in the average student results in ISTEP, ECA, or any other approved student growth measurement; or
 3. If neither, the teacher must contribute to the graduation rate and/or teach the state curriculum.

4. Weights to be Assigned to Factors

- a. Evaluation Rating – \$1000
- b. Education - \$700
- c. Academic Need - \$553

5. Distribution and Movement

- a. Teacher in Bachelor’s Column - A teacher in the Bachelor’s column who satisfies the evaluation rating and experience factor but does not possess a content area Master’s Degree as defined in 3(b) above may advance one row in the Bachelor’s column.
- b. Teacher in Master’s Column - A teacher in the Master’s column who satisfies the evaluation rating and experience factor may advance a row in the Master’s Degree column.
- c. Movement from Bachelor’s Column to Master’s Column – A teacher in the Bachelor’s column satisfies the Evaluation rating and Academic Needs factor and who attains and possesses a content area Master’s Degree as defined in Section 3(b) above will move in the same row from the Bachelor’s Column to the Master’s column.
- d. Teachers at Top of Columns - A teacher who has reached the top step of either the Bachelor’s Degree column or the Master’s Degree column will not receive an increase to their base salary, but will

receive a stipend in an amount equal to the base salary increase received by other teachers in the teacher's salary column. The top step salary for a Bachelor's Degree is \$51,595, and the top step salary for a Master's Degree is \$65,848.

6. Disqualification
Except as provided by Indiana Code 20-28-9-1.5(d), a teacher who receives an evaluation rating of Ineffective or Improvement Necessary shall not be eligible to receive a base salary increase and shall continue to receive his or her prior school year salary.
7. Stipends
A teacher who receives a base salary increase of less than \$900 will receive a stipend equal to the difference between the teacher's base salary increase and \$900.
8. Redistribution
Any funds otherwise allocated for teachers who received evaluation ratings of ineffective or improvement necessary will be equally distributed as a stipend among teachers who receive an evaluation rating of effective or highly effective for the same evaluation period.
9. Time of Payment
The Board will pay the base salary increases and redistribution stipends described herein not later than 30 days after the Board approves the contract and all State data that is part of the Mitchell Community Schools evaluation rubric is received from the State of Indiana and evaluations for the preceding school year have been completed. Base salary increases will be applied retroactively to the start of the school year.
10. Salary Range
The salary range at the beginning of the 2017-2018 school year without the newly negotiated increases and with the 3% ISTRF Contribution is \$35,595-\$65,078.
11. Lack of Funding
If sufficient funding is not available in any future year to fund complete movement on the salary schedule of all teachers who would otherwise meet the requirements to move on the schedule, then the parties will negotiate an alternative compensation arrangement that is compliant with Indiana law and comports with the funding available (if any) at that time.
12. New Hires
The superintendent will have the discretion to establish a starting base salary for a newly hired employee **within the 2017-2018 negotiated** salary range of \$35,595-\$65,848 based upon the needs of the school corporation and the applicant pool and qualifications. The Association President will be informed when a starting base salary is established for a newly hired employee that does not comply with the compensation grid.

APPENDIX "B
Extra-Curricular Schedule

2017-2019

Indices are computed on a base of \$7,557.						
Category	Name of Position	Positions in Category	Index Value	Dollar Value	-3% TR	Contract Amount
A		5	1.000	\$7,557	-\$220	\$7,337
	Varsity Basketball – Boys					
	Varsity Football					
	Athletic Director					
	Varsity Basketball – Girls					
	Varsity Volleyball					
B		1	.750	\$5,668	-\$165	\$5,503
	Strength Coach					
C		8	.580	\$4,383	-\$128	\$4,255
	Asst. Varsity Basketball-Boys					
	Asst. Varsity Football (2)					
	Varsity Cross Country – B/G					
	Varsity Baseball					
	Varsity Girls Softball					
	Assistant Varsity Basketball –G					
	Assistant Varsity Volleyball					
	Varsity Soccer					
D		4	.480	\$3,627	-\$106	\$3,521
	Junior Varsity Football (2)					
	Varsity Track - Boys/Girls					
	Varsity Wrestling					
E		5	.430	\$3,250	-\$95	\$3,155
	Cheerleader Sponsor – MHS					
	Dance Team					
	Freshman Basketball – Boys					
	Varsity Golf – Boys					
	Varsity Golf – Girls					
Category	Name of Position	No of Positions	Index Value	Dollar Value	-3% TR	Contract Amount

		in Category				
F		2	.400	\$3,023	-\$88	\$2,935
	Summer Band					
	Varsity Singers					
G		1	.340	\$2,569	-\$75	\$2,494
	Regular Band					
H		12	.330	\$2,494	-\$73	\$2,421
	Asst. Varsity Track – Boys					
	8th Grade Basketball – Boys					
	8th Grade Football					
	Asst. Baseball					
	Asst. Wrestling					
	Asst. Varsity Track – Girls					
	Music Dept. Accompanist					
	7th Grade Basketball - Boys					
	7th Grade Football					
	Asst. Softball					
	7th Grade Girls Basketball					
	8th Grade Girls Basketball					
	7 TH Grade Volleyball					
	8 th Grade Volleyball					
I		9	.200	\$1,511	-\$44	\$1,467
	Junior High Track – Boys					
	Student Council – MJHS					
	Student Council – MHS					
	Thespian Play					
	Speech & Drama Play					
	Computeronics					
	Cheerleader Sponsor – MJHS					
	Dance Team Sponsor – MJHS					
	High School SADD					
	Junior High Track – Girls					

J		7	.160	\$1,209	-\$35	\$1,174
	6th Grade Basketball – Boys					
	6 th Grade Basketball – Girls					
	Jr. High Cross Country – Boys					
	Asst. Jr. High Football					
	Junior High Wrestling					
	Publications – MHS					
	Publications – MJHS					
	6 TH Grade Volleyball					
K		3	.143	\$1,081	-\$32	\$1,049
	Asst. Junior High Track					
	Jr. Class Sponsor, Co-Chairman Includes Prom (2)					
L		3	.110	\$831	-\$24	\$807
	Senior Class Sponsor – Chairman					
M		4	.104	\$786	-\$23	\$763
	Asst. Junior Class Sponsor - 1st Assistant					
	MJHS Golf					
	Chess Club Sponsor MJHS/MHS					
	Chess Team Sponsor - MJHS/MHS					
N		4	.085	\$642	-\$19	\$623
	Asst. Senior Class Sponsor					
	Chairman & Magazine Sales					
	Asst. Prom Sponsor					
	Academic Team – MHS					
Category	Name of Position	No. of Positions Category	Index Value	Dollar Value	-3% TR	Contract Amount
P		1	.080	\$605	-\$18	\$587
	Asst. Junior Class Sponsor - 2nd Assistant					

Q		2	.065	\$491	-\$14	\$477
	Hoosier Academic Spell Bowl					
	Hoosier Academic Super Bowl					
R		10	.062	\$469	-\$14	\$455
	National Honor Society					
	Junior Honor Society					
	Tri-Hi-Y					
	FHA Sponsor					
	Senior Sponsor (2)					
	Art Club Sponsor					
	Science Club					
	Key Club					
S		1	.058	\$438	-\$13	\$425
	Jr. Great Books Sponsor					

NOTE: Sponsors of all non-credit programs not on the ECA schedule will be paid \$25 per hour, less three percent (3%) to pay his share of the Indiana State Teachers' Retirement Fund contribution.

Three percent (3%) shall be deducted from the pay of each school employee (teacher) to pay his share of the Indiana State Teachers' Retirement Fund contribution.