

CONTRACT

between

THE BOARD OF SCHOOL TRUSTEES

of the

METROPOLITAN SCHOOL DISTRICT

of

MT. VERNON

and

N.E.A. MT. VERNON

2023-2024

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CONTRACT

BETWEEN
THE BOARD OF SCHOOL TRUSTEES OF THE
METROPOLITAN SCHOOL DISTRICT OF MT. VERNON, INDIANA
and
NEA MT. VERNON

This contract entered into this 6th day of November, 2023, by and between the Board of School Trustees of the Metropolitan School District of Mt. Vernon, Indiana, hereinafter called the "school employer," and NEA Mt. Vernon, hereinafter called the "exclusive representative."

I. RECOGNITION

The school employer recognizes NEA Mt. Vernon as the exclusive representative of the certificated school employees in the following bargaining unit:

All full-time certified employees in the Metropolitan School District of Mt. Vernon, Indiana, except employees in the following classifications:

Superintendent, assistant superintendent, director, assistant director, principal, assistant principal, administrative assistant, attendance officer, reading consultant, system manager, and part-time positions including but not limited to homebound teacher(s).

II. DEFINITIONS

As used in this contract:

- A. "school employer" means the Board of School Trustees of the Metropolitan School District of Mt. Vernon, Indiana, and any person(s) authorized to act for said body in dealing with its employees.
- B. "school corporation" means the Metropolitan School District of Mt. Vernon, Indiana, of the County of Posey of the State of Indiana.
- C. "certificated school employees" and "teacher(s)" mean the certificated personnel employed by the school employer in the bargaining unit as defined in Article I of the contract.
- D. "exclusive representative" means the school organization which has been certified or recognized as the exclusive representative of said certificated school employees, or the person or persons duly authorized to act on behalf of such representative.

- E. "strike" means concerted failure to report for duty, willful absence from one's position, stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of duties of employment, without the lawful approval of the school employer, or in any concerted manner interfering with the operation of the school employer for any purpose.
- F. The masculine gender shall include the feminine wherever required by the context in which a specific provision of this contract is applied.

III.SALARIES AND WAGES

The parties agree that schedules of salaries and wages to be affected by this contract are accurately reflected in Appendix A, made part of this contract, and that the schedules of salaries and wages set forth in Appendix A shall be the schedule which will remain in force for the period of this contract. At the beginning of the 2023-2024 school year, the salaries of returning full-time teachers were between \$47,000 and \$74,000 annually, not including current year increases or ISTRF contributions.

IV. SALARY AND WAGE RELATED FRINGE BENEFITS

The parties agree that the salary and wage related fringe benefits to be affected by this contract are accurately reflected in Appendix B made a part of this contract, and shall remain in force for the period of this contract, provided, however, that the effective date of said benefits, if different than the effective date of this contract, shall be as provided and stated on said benefits individually.

V. TERM AND GENERAL PROVISIONS

- A. This contract shall be effective as of July 1, 2023 and shall continue in effect through June 30, 2024.
- B. Both parties agree that this contract sets forth the specific provisions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.
- C. This contract supersedes and cancels any and all previous contracts or agreements, oral or written or based on alleged past practices, between the school employer and the exclusive representative and constitutes the entire agreement between the parties. Any amendment of agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

VI. GRIEVANCE PROCEDURE

This Grievance Procedure, hereinafter referred to as "Procedure", stipulates the conditions under and the procedures by which grievances alleged by certain certificated school employees or the President of the exclusive representative, or designee, at the request of a member as defined in this Contract shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievance, 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 certificated school employee directly affected by the alleged violation making the claim.
4. "day" means school employer assigned duty day of the teacher which occurs during the term of a teacher's individual contract, provided, however, that at all other times, "day" shall mean week day.

B. Structure

1. Nothing herein contained shall be construed as limiting the right of any certificated school employee having a grievance to proceed independently of this Procedure.
2. The grievant may be represented by any person(s) of his own choosing at all levels of the Procedure, limited however to a total of two (2) representatives.
3. Either the school employer or the grievant shall have the power to invoke the advisory board proceedings under this Procedure.
4. 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.

1. Informal Grievance

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 must present the grievance to his principal or immediate supervisor or his designee by meeting with him individually in an informal manner during non-teaching hours. The grievant may be accompanied by a representative as provided herein, provided his principal or immediate supervisor is informed in advance of the grievant's desire to have a representative present. Failure to so meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level(s). Within seven (7) days after presentation of the grievance, the principal or immediate supervisor or his designee shall give his answer orally to the grievant.

2. Formal Grievance

a. Level One

- (1) Within five (5) days of the oral answer, or within twelve (12) days after presentation of the grievance at the informal level if no oral answer has been rendered, if the grievance is not resolved, it must be filed by the grievant with the principal or immediate supervisor or his designee in writing, signed by the grievant, on the appropriate grievance form. The written grievance shall name the certificated school employee 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.
- (2) Within seven (7) days after receiving the written grievance, the principal or supervisor or his designee shall communicate his answer in writing to the grievant.

b. Level Two

- (1) 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 Formal 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 or supervisor involved.
- (2) 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 may hold a formal hearing(s) 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.

c. Level Three

- (1) 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 an advisory board provided the grievant files said written appeal with the school employer within seven (7) days of the 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.
- (2) Upon receipt of said appeal, an advisory board shall be appointed with one (1) member selected by the grievant, one (1) member selected by the Superintendent, and one (1) member, who shall serve as chairman, selected by the two (2) members appointed as described herein. In the event the two (2) members do not agree on selection of the chairman within ten (10) days after receipt of said appeal, the chairman shall be selected through utilization of the American Arbitration Association; with selection being made in accordance with its rules.
- (3) If requested by the school employer, the advisory board shall first rule on the arbitrability of the grievance. With such ruling by the advisory board that the grievance is not arbitrable, the grievance shall be deemed resolved by the school employer's answer at the previous level and abandoned.

D. Powers of the Advisory Board

It shall be the function of the advisory board, and it shall be empowered except as its powers are limited below, after due investigation, to make an advisory recommendation to the school employer, within fifteen (15) days of its appointment, in cases of alleged violation of the express articles or sections of this Contract:

1. It shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Contract;
2. It shall have no power to establish salary structures or change any salary;
3. The decision of the advisory board shall be solely advisory in nature. The school employer shall consider the written advisory recommendation rendered by the advisory board and shall finally rule on the disposition of the grievance.
4. The fees and expenses of the chairman of the advisory board, if any, shall be shared equally by the school employer and the grievant. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

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 separate from the personnel files of the grievant.
3. All necessary forms for grievance procedures set forth in the Procedure shall be provided by the Superintendent.
4. 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 be 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.
5. 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.
6. No certificated school employee shall use this Procedure to appeal any decision by the school employer, or administration for which there is another remedial procedure or forum established by law or by regulation having the force of law.

7. No non-permanent certificated school employee shall use this Procedure in any way to appeal discharge or a decision by the school employer not to renew his contract.
8. No semi-permanent or permanent certificated school employee shall use this Procedure to dispute any action by the school employer which is applicable to the provisions of IC 1971, 20-6-12, IC 1971, 20-6-13-1, and IC 1979, 20-6.1-4-9.5.
9. No certificated school employee shall use this Procedure to appeal any decision by the school employer or administration if such decision is applicable to a State or Federal Regulatory Commission or Agency.
10. Certificated school employees shall follow all written and verbal directives, even if such directives are allegedly in conflict with this Contract. Compliance with such directives will not in any way prejudice the certificated school employee's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
11. Any grievance occurring during the period between the termination date of this Contract and the effective date of a new contract shall not be processed. Any grievance which arose prior to the effective date of this Contract shall not be processed.
12. The fact that the grievance has been considered by the parties in the preceding levels of this Procedure shall not constitute a waiver of jurisdictional limitations upon the advisory board in the Procedure.
13. 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.

VII. ATTESTATIONS AND SIGNATURES

This contract is made and entered into at Mt. Vernon, Indiana, on this 6th day of November, 2023 by and between the Board of School Trustees of the Metropolitan School District of Mt. Vernon, Indiana, County of Posey, State of Indiana, party of the first part, heretofore referred to as the "school employer", and NEA Mt. Vernon, party of the second part, heretofore referred to as the "exclusive representative".

The undersigned attest to the following:

1. On the 5th day of September, 2023, at 5:45 p.m., a public hearing as described in IC 20-29-6-1(b) was held at Mt. Vernon Senior High School, 700 Harriett Street, Mt. Vernon, Indiana.
2. On the 16th day of October, 2023, at 5:45 p.m., a public meeting as described in IC 20-29-6-19 was held at Mt. Vernon Senior High School, 700 Harriett Street, Mt. Vernon, Indiana. During the public meeting, neither members of the governing body nor members of the public were allowed to participate in the public hearing by means of electronic communication.

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

Board of School Trustees of
the Metropolitan School District
of Mt. Vernon, Indiana



President



Secretary

NEA Mt. Vernon



President

APPENDIX A

I. SALARY SCHEDULES AND NEW TEACHER PLACEMENT

A. 2023-2024 Salary Schedule

| Step | Base Salary |
|------|-------------|
| 1 | 50,000 |
| 2 | 50,500 |
| 3 | 51,000 |
| 4 | 51,500 |
| 5 | 52,000 |
| 6 | 52,500 |
| 7 | 53,000 |
| 8 | 54,000 |
| 9 | 55,000 |
| 10 | 56,000 |
| 11 | 57,000 |
| 12 | 58,000 |
| 13 | 59,000 |
| 14 | 60,000 |
| 15 | 61,000 |
| 16 | 62,000 |
| 17 | 63,000 |
| 18 | 64,000 |
| 19 | 65,000 |
| 20 | 66,000 |
| 21 | 67,000 |
| 22 | 68,000 |
| 23 | 69,000 |
| 24 | 70,000 |
| 25 | 71,000 |
| 26 | 72,000 |
| 27 | 73,000 |
| 28 | 74,000 |
| 29 | 75,000 |
| 30 | 76,000 |

Teachers who did not hold an individual teacher's contract with MSD of Mt. Vernon for 2022-2023 will be classified as new teachers and will be paid a salary for 2023-2024 based on the 2023-2024 Salary Schedule.

New teachers who are receiving a state teacher retirement pension at their hire date will be placed no higher than 2 for their starting salary.

Placement on the above salary schedule shall be determined by the Superintendent after review of prior education and experience. If there is a critical need situation, the Superintendent and President of NEA Mt. Vernon shall discuss, and after discussion, the Superintendent may determine a new teacher salary similar to the salary of a current MSD of Mt. Vernon teacher with similar experience and qualifications. In extraordinary circumstances, the Superintendent may determine a new teacher salary as needed to fill the teaching position, and that salary cannot exceed the salary range for veteran teachers.

The effective date of this salary schedule for new teachers covers services for the 2023-2024 school year which are to begin under an individual teacher's contract effective on and after July 1, 2023. This schedule does not cover services during the summer of 2023 which began under an individual teacher's contract which was effective prior to July 1, 2023.

Only those duties listed on the extra duty pay schedule, or those duties covered by supplemental or extended contracts, are paid in addition to those salaries listed in this schedule.

II. COMPENSATION PLAN FOR CONTINUING TEACHERS

A. General Eligibility

1. To be eligible for a salary increase, a teacher must not have received a rating of Ineffective or Needs Improvement in the teacher's prior year Evaluation.
2. To be eligible for a salary increase, a teacher must have been employed in the school district for at least 45 days in pay status during the prior school year.
3. Teachers who do not meet both of these eligibility criteria are not eligible for any salary increase and will remain at their Prior Base Salary.

B. Definitions and Factors

As used in this section:

1. "Prior Base Salary" means gross annualized salary paid per an individual regular teacher contract for the prior contract year, not including any amount of Stipend Payment paid in the prior contract year.
2. "Evaluation" means teacher effectiveness rating that resulted from the teacher's prior school year professional evaluation process conducted per Indiana Code 20-28-9.
3. Factors for salary increase
 - a. Evaluation rating – The teacher received an Effective or Highly Effective evaluation rating for the prior school year
 - b. Academic Needs – Reduce the gap – The salary increase for academic needs is to reduce the gap
 - c. Academic Needs – Retention – The importance of retaining experienced teachers near the top of the salary range

C. Placement on New Salary Schedule for 2023-2024

Teachers who held an individual teacher's contract with MSD of Mt. Vernon for 2022-2023 will be classified as continuing teachers and will be paid an annual salary as shown on the 2023-2024 Salary Schedule (Appendix A.I.A.). Continuing teachers who are eligible for a salary increase will be placed on the salary schedule one step higher than their 2022-2023 step.

D. Redistribution for 2023-2024

For 2023-2024, any funds otherwise allocated for teachers who were rated Ineffective or Needs Improvement in the prior school year will be equally redistributed to all teachers rated Effective or Highly Effective. The redistribution will be paid as a stipend on or before the last payroll of the school year.

E. Reduce the Gap for 2023-2024

Prior Base Salary range is \$47,000 - \$74,000

Prior Base Salary average of minimum and maximum salary = \$60,500

Gap between minimum and average salary = \$13,500

New Base Salary range is \$50,500 - \$76,000

New Base Salary average of minimum and maximum salary = \$63,250

Gap between minimum and average salary = \$12,750

The gap has been reduced by \$750

III. INDIANA TEACHERS' RETIREMENT FUND

The Board will pay up to three percent (3%) of the annual salary of each teacher to the Indiana Teachers' Retirement Fund for the employee's share of retirement fund obligations.

IV. COMPENSATION OF EXTRA DUTIES

A teacher assigned extra duties and/or responsibilities listed below shall be paid in addition to his basic salary an amount arrived at by multiplying the ECA Base Salary by the Index figure shown in the following schedule. In addition, persons employed as school psychologists or speech language pathologists shall be paid an annual stipend of \$900 and any persons per school building serving as a member of a Response To Intervention Team shall be paid \$20 per hour for up to 30 hours per year.

2023-2024 ECA Base Salary:

\$37,000

Class I – Index .231

HC Basketball SHB
HC Football SH
HC Basketball SHG
Athletic Trainer
Band Director

Class II – Index .15

HC Baseball SH
HC Track SHB
HC Track SHG
HC Wrestling SHB
HC Wrestling SHG
HC Swimming SHB
HC Swimming SHG
HC Softball SH
HC Soccer SHB
HC Soccer SHG
HC Volleyball SH

Class III – Index .126

AC Football SH
AC Basketball SHB
AC Basketball SHG
Vocal Music Dir. SH
Aquatics Director
Perform Arts Ctr. Dir.

Class IV – Index .1

HC Cross Country SHB
HC Cross Country SHG
HC Tennis SHB
HC Tennis SHG

HC Golf SHB

HC Golf SHG

Cheerleader Sponsor SH

AC Swimming SHB

AC Swimming SHG

AC Wrestling SHB

AC Wrestling SHG

AC Baseball SH

AC Track SHB

AC Track SHG

AC Softball SH

AC Volleyball SH

AC Soccer SHB

AC Soccer SHG

Class V – Index .0735

Football JH
Basketball JHB
Basketball JHG
Dramatics Coach SH
Strength Coach SH
Academic Coach SH
Guard Instructor SH
(Fall Season)
Asst. Inst. Music
Volleyball JH

Class VI – Index .0525

Intramural Sponsor
Curriculum Coord.
Wrestling JH
Track JHB
Track JHG

Vocational Director SH

Dept. Chairperson

Academic Coach JH

Dance Cats Sponsor SH

Cheerleader Sponsor JH

Class VII – Index .042

Future Farmers SH

Vocal Music JH

Asst. Vocal Music

Student Council Sponsor SH

Class VIII – Index .0368

6th Basketball JHB

6th Basketball JHG

Distributive Ed SH

Office Ed SH

Jr. Class Sponsor SH

Sr. Class Sponsor SH

JCL Sponsor SH

Yearbook Sponsor SH

Class IX – Index .0263

Booster Club Sponsor

Student Council Sponsor JH

Newspaper/Yearbook
Sponsor JH

Cross Country JH

Unified Track

Robotics

ESports

It is understood and agreed that appointment to extra-duty assignment(s) is on a year-to-year basis at the sole discretion of the school employer.

It is also understood and agreed that the stipend specified includes pay for services rendered before the start of the school year, during vacation periods, and after the close of the school year according to the assignment of the school employer.

If, during the term of this contract, the Board should establish any extra duty positions which are not included in this contract, assignment to the class level for compensation shall be at the sole discretion of the school employer. Recommendations to the Board shall be based upon agreement between the exclusive representative and the Superintendent, which must be obtained and approved during the formal bargaining timeline.

V. RETIREMENT INSURANCE BENEFITS

- A. An employee who retires prior to being eligible for Medicare may participate in the Metropolitan School District of Mt. Vernon group health, dental, and vision insurance program until such time the said retiree qualifies for Medicare provided the following qualifications are met:
 - 1. Must be 55 years of age and not eligible for Medicare coverage.
 - 2. The retiree pays the full cost of the insurance premium. Such premium must be received at the Metropolitan School District Office, 1000 W. Fourth Street, no later than the first day of each month. Failure to meet said deadline shall result in cancellation of group hospital/medical, dental, and vision coverage.
 - 3. A retiree has the option to continue in the school district's health, dental, and vision insurance plan and may buy two (2) single plans for the retiree and his spouse.
- B. Upon the death of the retiree, the spouse of the retiree may participate in the group health, dental, and vision insurance program prior to being eligible for Medicare or reaching the age of sixty-five (65), whichever comes first, provided the spouse does not remarry.
- C. Insurance benefits for retired employees will be available only if provided by the school district insurance carriers. The school district and/or NEA Mt. Vernon are not responsible to provide insurance coverage(s) or benefits if the retired employee or dependent(s) are not provided insurance coverage by the school district insurance carriers.
- D. The retiree will become responsible for payment of all insurance benefit premiums effective at the first of the month following the receipt of the last regular payroll check.

VI. SECTION 125 BENEFIT PLAN

The Board shall provide for a benefit plan as provided by Section 125 of the Revenue Act of 1978. Each school employee may participate in Generation I (which are non-taxable insurance benefits) and Generation II benefits (flexible spending accounts).

All fees for administration of Section 125 will be paid for by the participants.

VII. PERFECT ATTENDANCE

An employee who is in attendance at work the full number of days indicated on his or her individual contract during the term of this contract shall receive a stipend of \$100 per semester of perfect attendance. The employee will receive an additional \$50 if he or she had perfect attendance for both semesters of the school year. The stipend will be payable in the last payroll of the contract year. Curricular days, association leave days, and time spent on jury duty will not be counted against perfect attendance.

VIII. RETENTION STIPEND – 2023-2024 School Year

The Board shall provide certified teacher's with a stipend amount of \$100 for each year of in district service, up to a maximum of \$3,500 for the 2023-2024 school year. The stipend will be paid to teachers in two (2) lump sum payments following the end of each semester during the 2023-2024 school year. To be eligible for this stipend, the teacher must meet the following criteria:

1. Be a continuing teacher within the District, as defined by District policies and guidelines.
2. Have at least five (5) years of in district service as of August 7th, 2023
3. Be employed as a Certified Teacher by the district for the entirety of the semester for which the stipend is to be paid

Years of in district service will be rounded down to the nearest whole number year, based on the teacher's years of in district service as of August 7th, 2023.

IX. RETIREMENT LIQUIDATION

A. DEFINITIONS: CONTRACT AMENDMENTS TO FACILITATE LIQUIDATION OF RETIREMENT ASSETS

The following terms shall have the following meaning, unless specifically designated differently by the respective Amendments or their sub-portion.

1. "Certificated School Employees" shall mean school employees under individual certificated school employee contracts provided by I.C. 20-6.1-4-5 and I.C. 20-6.1-4-6 licensed as certificated school employees pursuant as that term is used and defined by I.C. 20-6.1-1-8, notwithstanding the Contract definition of Article II Section C as that definition might conflict with its use and meaning in these Amendments.
2. "IRS Code" shall mean the statutory code of the federal Internal Revenue Department (26 USCA), and regulations thereof;
3. "Sec. 401(a)" shall mean that section in the IRS Code;
4. "Sec. 403(b)" shall mean that section in the IRS Code;
5. "Section 501(c)(9)" shall mean that section in the IRS Code and shall be referred to as "VEBA";
6. "VEBA" shall mean a Voluntary Employees' Beneficiary Association;
7. "Existing Certificated School Retirees" shall mean certificated school employees, who retired from the School Corporation in the 2002-2003 school year or before;
8. "Existing Certificated School Employees" shall mean a member of the 2002-2003 school year staff who returned and provided active service for the 2003-2004 school year under an individual certificated school employee contract;
9. "New Hires" to the School Corporation shall mean certificated school employees hired in the 2003-2004 and in subsequent school years;
10. "Vesting" in Amendment Section 5 shall mean as provided in Section 5(G) and, in Amendment Section 6 shall mean as provided in Section 6(A).
11. "Plan" shall mean that asset allocation provided in Amendment Section 5(F) and shall not take on the meaning provided in Amendment Section 6;
12. "Default" shall mean a forfeiture provided in Amendment Section 5(G);
13. "Retirement Liquidation Assets" shall mean rights to defined benefits provided by the 2002-2003 Contract Appendix A.VI, VII, and VIII as they were valued by actuarial

determination and distributed at present value; (Actuary Report dated September 5, 2003; Present Value Allocation dated November 7, 2003), the contents of which are not incorporated by reference, attachment, or exhibit to the Contract.

14. "M.S.D. of Mt. Vernon" shall mean the Metropolitan School District of Mount Vernon, Indiana;
15. "N.E.A. Mt. Vernon" or "Association" shall mean the exclusive representative pursuant to I.C. 20-7.5-1-1 et seq.;
16. "Joint Parties" or "Parties" shall mean the School Corporation and the Association in the conjunctive.

B. RETIREMENT SAVINGS SECTION 401(a)

The School Corporation agrees to establish an IRS Code Sec. 401(a) plan for receipt of retirement liquidated assets. The School Corporation shall contribute to individual accounts in the name of the respective existing certificated school employee in the manner provided in Section E.

C. RETIREMENT SAVINGS VEBA

The School Corporation shall contribute to a VEBA by a deposit into individual accounts in the name of the existing certificated school employees in the manner provided in Section E.

D. TERMS AND CONDITIONS FOR ADMINISTRATION OF THE SECTION 401(a) and VEBA.

The single source provider's administration of the Sec. 401(a) and the VEBA generated by the liquidation of retirement assets shall be governed by the following terms and conditions.

1. For the Sec. 401(a) and for the VEBA, the following shall govern each, separately:
 - a. Funds of each certificated school employee shall be maintained and accounted for separately, and there shall not be any co-mingling of accounts. An employee's Sec. 401(a) account under this section shall be accounted for separately from the employee's Sec. 401(a) account provided for in Appendix A. IX.
 - b. The School Corporation shall not be paid for any administrative costs it may incur to facilitate the accounts, neither shall any account costs be assessed to the School Corporation.
 - c. All costs for the administration of the programs and the individual accounts shall be paid from the respective account's assets, including investment charges.

2. In addition to the above, the VEBA shall be governed by the following:
 - a. The VEBA shall not at any time allow loans or withdrawals for the certificated school employee, the spouse, or dependent(s).
 - b. The VEBA shall not at any time disperse cash to the certificated school employee, the spouse, or the dependent(s).
3. Investment and vesting issues are governed by Section F below.

E. EXISTING CERTIFICATED SCHOOL EMPLOYEE TAX VEHICLE ALLOCATION PLAN(S)

Existing certificated school employees shall select a single Plan from Plans A, B, C, or D shown below for the combined allocation of the 2002-2003 Contract Article VI liquidation and the 2002-2003 Contract Article VIII liquidated amounts. After this single limited plan selection, assets may not be reallocated by the individual employee at any time.

| | VEBA IRS Code: Sec.501(c)(9) | Sec. 401(a) IRS Code |
|--------|------------------------------------|-------------------------|
| PLAN A | 95% | 5% |
| PLAN B | 75% | 25% |
| PLAN C | 50% | 50% |
| PLAN D | 5% | 95% |

For any individual certificated school employee's asset allocation, if any of the plans' percentages causes the IRS Code limits for that tax vehicle to be exceeded, that excess

shall be automatically paid into the respective plan's other tax vehicle without any employee option.

F. VESTING, DEFAULT, AND REDISTRIBUTION PROCEDURES

- (1) A certificated school employee who has ten (10) school years of experience in M.S.D. Mt. Vernon is fully vested in his VEBA and/or Sec. 401(a) account including earnings for retirement liquidated assets for years of service, accumulated sick days, and retirement bridge.

For the purposes of this subsection, "school year" means one hundred twenty (120) consecutive days less absences on school days or portions thereof provided by this contract and/or authorized by the Superintendent of Schools or his designee and/or provided by State or Federal law. School days for an individual on the reduction in force recall list shall not be counted for vesting, however, those school days accumulated before separation by reduction in force shall be used to establish vesting as the certificated school employee is recalled to active service. School days of a certificated school employee serving as a substitute shall not be used to establish vesting.

- (2) Upon vesting, the accounts shall be fully portable; the Sec. 401(a) shall include loans, hardship withdrawals, and/or withdrawals; however, the same shall not be allowed for the VEBA.
- (3) Prior to and after vesting, the certificated school employee shall be allowed to invest retirement liquidations and earnings in VEBA and/or Sec. 401(a) accounts in accord with the vendor's plan provisions.
- (4) If the certificated school employee dies in service after vesting, all liquidated retirement assets including earnings shall pass to the named beneficiaries of the respective plans in accord with the vendor's plan provisions.

X. IRS CODE SECTION 401(a) AND SECTION 403(b) MATCHING ANNUITY AND CUSTODIAL MUTUAL FUNDS PLAN

A. Program.

The Board agrees to establish an IRS Code Sec. 403(b) matching annuity plan ("403(b) PLAN") and Sec. 401(a) annuity plan ("401(a) PLAN") for all certificated school employees. Separate from the Sec. 401(a) program for receipt of retirement liquidations, the 403(b) PLAN and the 401(a) PLAN (collectively "PLANS") shall include provisions to the extent allowable by law. Within the provisions of the IRS Code, the PLANS shall be portable and fully and immediately vested for all contributions. Employer contributions shall be paid into the 401(a) PLAN monthly. The individual's contributions shall be paid into the 403(b) PLAN bi-weekly.

B. Matching Contributions.

- (1) The Board shall match each participating certificated school employee's contribution of the following percents of the individual certificated school employee's salary in accord with the subsection (2) chart. The amount of salary used for computing the employee contribution and employer match for each individual will be equal to the amount of salary, not including the mandatory three percent (3%) pre-tax employer pickup, reported to the Indiana State Teachers' Retirement Fund as Wages for that individual.
- (2) The Sec. 401(a) contribution and the certificated school employee's matching Sec. 403(b) contribution shall continue for as long as the PLANS are in effect as provided below.

| | |
|-------------------------------|------|
| 403(b) Employee Contribution: | 2.5% |
| 401(a) Employer Match: | 2.5% |
| <hr/> | |
| Cumulative Total: | 5.0% |

- (3) Certificated school employees employed after the 2003-2004 school year shall begin making the Sec. 403(b) individual contribution and receiving the Sec. 401(a) contribution at the percentages shown in Section B.(2).
- (4) Only certificated school employees who are already participating in a Sec. 403(b) with an approved vendor and are or will be at the IRS annual maximum after their individual match may count their other vendor contributions as their individual match in that year.

C. Loans, Withdrawals, and Hardship Withdrawals.

The 401(a) PLAN and 403(b) PLAN shall provide for withdrawals, hardship withdrawals, and/or loans.

D. Steering Committee.

A Joint Steering Committee shall be created by the parties through appointments of certificated school employees by the Association President and administrative representatives by the Superintendent. The Committee shall be charged with the responsibility of establishing the PLANS, selecting of the PLANS, providing information to participants, charging the sole source vendor with the responsibility of the PLANS' initial and continued IRS compliance, and any other function necessary to implement the provisions of this section.

E. Program Termination.

Should the parties decide to end the plan provided by this article, the 401(a) Employer Match percentage in Section B.(2) shall be added to that termination year's salary schedule without negotiations. The parties understand that the 401(a) Employer Match percentage is a part of the bargained salary in the year of termination.

APPENDIX B

I. SALARY AND WAGE RELATED FRINGE BENEFITS

A. Insurance

1. The school employer will pay the following toward the cost of insurance for each full time teacher employed under contract and enrolled in the school corporation's personnel insurance plan. It is understood that medical-hospital, dental, life, long-term disability, and vision insurance benefits will begin on the anniversary date of the insurance policy and continue at the same amount for the duration of said contract.
2. If single plan:
 - a. The district will pay the monthly premium for \$100,000 group life insurance and accidental death and dismemberment insurance less one (1) cent per month.
 - b. The district will pay the monthly premium for long-term disability insurance for each employee less one (1) cent per month.
 - c. The district will pay up to \$761.64 per month toward medical-hospital insurance. Effective January 1, 2024, and continuing through June 30, 2025, the school employer will pay 100% of the additional monthly cost for medical-hospital insurance premium increases that take effect January 1, 2024 and January 1, 2025.
 - d. The district will pay up to \$30.36 per month toward dental insurance.
 - e. The district will pay up to \$12.16 per month toward vision insurance.
3. If family plan:
 - a. The district will pay the monthly premium for \$100,000 group life insurance and accidental death and dismemberment insurance less one (1) cent per month.
 - b. The district will pay the monthly premium for long-term disability insurance for each employee less one (1) cent per month.
 - c. Hospital/Medical Benefits
 - (1) The District will pay up to \$1,673.10 per month toward medical-hospital insurance.
 - (2) The District will pay up to \$843.54 per month per employee toward hospital/medical insurance when spouses of the same family are employed by the district and qualify for this benefit.

- (3) Effective January 1, 2024, and continuing through June 30, 2025, the school employer will pay 100% of the additional monthly cost for medical-hospital insurance premium increases that take effect January 1, 2024 and January 1, 2025.
- d. The district will pay up to \$30.36 per month toward dental insurance.
- e. The district will pay up to \$12.16 per month toward vision insurance.
- 4. The exclusive representative is expected to make recommendations, not less than 120 days prior to the anniversary date(s) of the insurance plans mentioned above, to the school employer as to the selection of the insurance company(s) and the school employer agrees to give careful consideration to such recommendations.

B. Leave of Absence - Paid

1. Sick Leave

Each teacher shall be entitled to be absent from work on account of personal illness or quarantine for a total of thirteen (13) days per year without loss of compensation. If in any one school year the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulative to a total of 215 days. A teacher employed under regular contract for only a portion of the school year shall be entitled to a proportionate number of days of sick leave, unused days will be accumulative as specified herein. Sick leave accumulated in another Indiana school corporation shall be credited and used as provided by law.

Sick leave shall be granted only for personal illness of the employee provided, however, that the employee may use up to ten (10) sick leave days per year for illness or accident in the immediate family. Immediate family is defined to include only husband, wife, child, mother, father or any other person who at the time of the illness is an inhabitant of the teacher's household.

If an illness or accident necessitates the presence of the employee, illness days may be utilized for other family members to include: stepparent, stepchild, grandparent, mother-in-law, father-in-law, brother, sister, legal guardian, daughter-in-law, son-in-law, grandparent-in-law, or grandchild. When illness days are utilized for the persons defined in this paragraph, the employee shall provide the superintendent a written statement of the reason(s) why his presence was necessary.

If it is necessary for a teacher to use more than the ten (10) days of sick leave for family illness in a given school year, the teacher may request in writing to the superintendent the use of additional accumulated sick leave days for illness in the immediate family or other family members (as defined above).

Such illness shall be certified to the central office by the principals or other authorized supervisory officers who are hereby permitted to require a physician's statement to support their certification. This statement shall be on a form to be supplied by the Superintendent of Schools and the obtaining of the physician's statement shall be the responsibility of, and at the expense of, the employee. The teacher would be notified of the requirement to provide a physician's statement at the time the teacher notifies the principal or other authorized supervisory personnel of his intent to be absent because of personal illness.

2. Personal Leave

Each full-time teacher employed under regular contract shall be entitled to four (4) days of absence per school year without loss of pay for the transaction of personal business and/or the conduct of personal or civic affairs. Notification of personal business leave shall be made to the building principal two (2) days prior to such leave, except in cases of emergency. If in any one school year the teacher shall be absent for reasons covered in this provision for fewer than four (4) days, the remaining days shall be transferred to the teacher's accumulated sick leave.

3. Personal Leave Extensions

- a. The purpose of a personal leave extension is to provide employees who have used all their personal days with the option of using up to two accumulated sick leave days for two additional personal leave days for extraordinary circumstances.
- b. An employee may apply to the Extended Leave Committee for permission to transfer up to two days of accumulated sick leave to be used to extend personal leave days. Requests for such an extension of leave stating the nature of the need should be presented in advance of the anticipated extension to the committee. The committee will consider the following when making its decision:
 1. The need defined in the employee's application.
 2. The employee's attendance record.
 3. Other relevant information available to the committee.
- c. Days may be granted by the committee in accordance with the following guidelines:
 1. The applicant must have depleted all personal days.
 2. The applicant must have accumulated sick days equal to the number of personal days being requested.
 3. Days will not be granted to extend a holiday/vacation except for extenuating circumstances.
 4. An employee will not be allowed to take five personal days in a row except for extenuating circumstances.

- d. The Extended Leave Committee's decision may be appealed to the Board of School Trustees by the Superintendent or the employee. Any appeals of the decision of the Extended Leave Committee are the responsibility and the sole discretion of the Board of School Trustees.

4. Bereavement Leave

In the case of death of the below named individuals, a teacher shall be entitled to be absent without loss of compensation as specified below:

- a. Five (5) school days shall be granted for the death of a teacher's father, mother, legal guardian, stepparent, brother, sister, husband, wife, child, stepchild, grandparent, grandchild, daughter-in-law, son-in-law, father-in-law, mother-in-law, or any other person who at the time of death was living as a member of the teacher's household. These days may be used in any combination within sixty (60) school days of the death of the family member.
- b. Three (3) school days shall be granted for the death of a teacher's brother-in-law, sister-in-law, or grandparent-in-law. These days may be used in any combination within sixty (60) school days of the death of the family member.
- c. One (1) school day shall be granted to attend the last burial rites of a teacher's uncle, aunt, nephew, or niece.

Bereavement leave is for the purpose of attending the last burial rites and attending to other personal matters of the immediate family member. Eligibility for bereavement leave requires that said burial rites occur while said teacher is performing duties as assigned by the school employer under a valid teacher's contract; and that said burial rites do not occur during the time when said teacher is absent from assigned duties due to vacation, or leaves of absence, or sick leave, or leaves for personal business, which may have been previously granted or approved by the school employer. In the event the Superintendent determines that there are unusual circumstances that would justify one (1) additional day, such day may be granted as solely determined by the Superintendent.

5. Jury Duty

The school employer will compensate a teacher subpoenaed to serve jury duty, to testify in court as a witness in a case in which he is not personally involved, or to testify in court in any suit arising out of the performance of the duties for, or employment with, the school corporation or to testify before a judicial or legislative body legally empowered to issue said subpoena in a matter arising out of the performance of the duties for, or employment with, the school corporation for the number of days mandated to perform such obligation; provided however, that in the event said teacher is the plaintiff in a suit, or judicial, legislative, or administrative procedure against said school corporation or school employer, or in the event said teacher is the defendant in

a suit, or judicial, legislative, or administrative procedure brought by said school corporation or school employer, said compensation shall not be paid to said teacher.

It is understood and agreed that any compensation paid will be paid only for those days which are missed from the performance of duties as assigned by the school employer under a valid teacher's contract and that no compensation will be paid for days on which said teacher is absent from assigned duties due to vacation, or leaves of absence, or sick leaves, or leaves for personal business which may have been previously granted or approved by the school employer. It is further understood and agreed that the compensation mentioned above shall be the teacher's full regular salary less the total amount of per diem allowance earned by such teacher for jury duty or other service performed under this provision.

C. Sick Leave Bank

1. The purpose of the Sick Leave Bank is to provide school employees with a backup to sick leave accumulation to assist with extended absences. The Extended Leave Committee shall consider the following when making its recommendations:
 - a. The need defined in the employee's application.
 - b. The employee's attendance record.
 - c. The employee's previous history of using benefits from Sick Leave Bank.
 - d. Other relevant information available to the committee.
2. The Board of School Trustees shall provide a sick-leave bank for all certified employees, whether said employees are included in or excluded from the bargaining unit, under the following conditions.
 - a. The number of days in the sick-leave bank shall be equal to the number of certified employees as of the start of the school year.
 - b. A certified employee, may be granted days from the sick-leave bank under these conditions:
 - (1) the employee should submit the request in advance of the expiration of his own accumulated sick leave if at all possible, but approved leave days will not be used until said person's accumulated sick leave days have been exhausted, and
 - (2) he must have a doctor's certification that such request is necessary.
 - c. Days from the sick-leave bank may be recommended by the committee in accordance with these guidelines.
 - (1) if the applicant has taught in this school district for less than three school years, he may be recommended for a maximum of 20 days from the sick-leave bank;

- (2) if the applicant has taught in this school district three school years or more, he may be recommended for 20 days or two-thirds of his own sick leave accumulation, whichever is greater, but in no case shall he be recommended for more than the maximum allowance shown in (3) below;
 - (3) the maximum allowance to be recommended is 30 days;
 - (4) the committee is not required to recommend the full number of days requested;
 - (5) a teacher may not be granted days from the sick-leave bank if the requested days are to be used during the time for which a request has been made and/or granted for any leave of absence.
 - (6) A pregnant teacher may apply for days from the sick-leave bank. Pregnancy is considered the same as any condition eligible for benefits under this section.
- d. The decision concerning any allowance from the Sick Leave Bank shall be made by a committee composed of two certified employees to be selected by the exclusive representative and one administrator to be selected by the Board or its designee. The Extended Leave Committee's decision may be appealed to the Board of School Trustees by the Superintendent or the employee. Any appeals of the decision of the Extended Leave Committee are the responsibility and the sole discretion of the Board of School Trustees.

D. Workmen's Compensation

1. A teacher physically unable to work due to a job-connected accident or disability will be paid:
 - a. full salary less the total amount of Workmen's Compensation through his total accumulation of sick leave days, or
 - b. at his request, only the Workmen's Compensation for such days; in this case, his accumulated sick leave days would not be used and he would not be paid by the school corporation for working days missed.

