

CONTRACT
BETWEEN

THE BOARD OF SCHOOL TRUSTEES
of the
MEDORA COMMUNITY SCHOOL
CORPORATION

and

MEDORA CLASSROOM TEACHERS
ASSOCIATION

July 1, 2023 - June 30, 2024

THE MASTER CONTRACT ENTERED INTO THIS **9th DAY OF October, 2023**, BY THE BOARD OF SCHOOL TRUSTEES OF THE MEDORA COMMUNITY SCHOOL CORPORATION, HEREINAFTER CALLED THE "BOARD", AND THE MEDORA CLASSROOM TEACHERS ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

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ARTICLE I – RECOGNITION

The Medora Community School Board from this point referred to as the “Board” recognizes the Medora Classroom Teachers Association from this point referred to as the “Association” as the exclusive representative of all certified personnel in the Medora Community School Corporation.

Definition

The term “certified personnel” does not refer to the superintendent, principals, athletic director, girls’ varsity basketball coach or boys’ varsity basketball coach. It is understood that the athletic director, girls’ varsity basketball coach, and the boys’ varsity basketball coach positions are in the bargaining unit for all purposes other than as athletic director, girls’ varsity basketball coach, or boys’ varsity basketball coach. However, the athletic director, girls’ varsity basketball coach or the boys’ varsity basketball coach shall not be members of the bargaining team.

ARTICLE II – LEAVES

- A. Each teacher shall be entitled to be absent from work because of personal or family illness for a total of eleven (11) days during the first year of employment and ten (10) days for each succeeding year without loss of compensation. The unused personal illness days shall be accumulated up to 180 days. For purposes of the Article, family illness is defined as the serious illness of a spouse, child, stepchild, parent sibling, or other family member who is a member of the immediate household.

Beginning with the 2004-2005 school year and the following Board’s issuance of pension bonds pursuant to Senate Bill 199, the Board will buy unused annual allotment days in excess of one hundred and eighty (180) sick leave days at the end of each school year at the rate of forty dollars (\$40.00) per day. The Corporation shall deposit such money into the teacher’s Section 403(b) account before July 1 of each relevant school year.

- B. Teachers will be provided with four (4) personal days per year. The administration is to be given 24 hours advance notice except in an emergency. Unused personal days will not accumulate. Any unused personal days will be added to the teachers accumulated sick days. The Board and the Association agree that personal days shall not be used to extend vacation periods.
- C. The Administration may grant professional leaves for educational purposes. Compensation for such leave will include regular daily pay and the current IRS mileage rate for necessary travel.
- D. Any teacher who is pregnant may continue in active employment as late into the pregnancy as she desires, if she is able to fulfill the requirements of her position. Any teacher who is pregnant is entitled to a leave of absence beginning at her discretion and lasting up to one (1) year following the birth of the child. A teacher on the maternity leave may use accumulated illness days for up to six (6) weeks of her leave. A teacher may use additional illness days if her physician certifies that she is unable to perform her regular teaching duties. Upon returning from leave, the teacher will assume her former position.

E. The school corporation may grant a sabbatical leave without pay to a teacher for a period not exceeding one (1) year at a time, upon written request, for improvement of professional skills through advanced study, work experience in approved areas or approved educational travel.

F. Up to seven (7) consecutive calendar days of absence, without loss of pay, commencing with the day after death shall be granted a teacher for a death in the immediate family. The immediate family shall be defined as wife, husband, child, mother, father, sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or stepchild.

Up to four (4) consecutive calendar days, commencing with the day after death shall be granted a teacher for the death of a niece, nephew, brother-in-law, sister-in-law, aunt, uncle, cousin, son-in-law, daughter-in-law, stepmother, or stepfather.

Should the day of death occur on a school day and the teacher is absent, the teacher may select a day from accumulated sick leave or personal leave to cover said absence.

Other bereavement leave may be granted at the superintendent's discretion.

G. A teacher who is asked to serve on jury duty or to be a witness in another's trial in court will be paid his/her full salary less all the pay received by the teacher for that duty other than mileage.

H. Five (5) days of Association leave shall be granted to the Association president or his/her designee to conduct necessary Association business without loss of pay.

I. A voluntary Sick Leave Bank shall be established to relieve teachers from undue financial hardship resulting from a prolonged illness or disability, in excess of five (5) school days and verified by a physician's certificate, wherein their accumulated sick leave is exhausted. Teachers entering the bank for the first time or wishing to continue participation after using the sick leave bank shall contribute two (2) days of their accumulated sick leave by October 1 of that school year. A teacher employed during the school year shall have thirty (30) days to enroll in the bank. Each member will then be eligible to be considered by the Corporation to draw a number of days from the bank equal to his/her accumulated days at the beginning of a school year not to exceed twelve (12) days per school year or the total number of days in the bank if sufficient days are not available.

The Corporation shall direct the bank, by preparing enrollment forms, enrolling members, submitting a list of participating members and days contributed to the School Board and Association, and screening requests for days from participating members who have exhausted their sick leave.

In the event the bank is exhausted during the year, the Corporation will contact its participating members and ask that they contribute one (1) day or two (2) days in order to remain in the bank. Teachers who have reached maximum accumulation of sick leave days may voluntarily contribute five (5) days to the bank at the end of each year. All unused days in the bank will carry over to the next school year. A panel of two (2) teachers appointed by the Association, and one (1) administrator appointed by the Superintendent must approve any request for a period of five (5) days or more, by a simple majority, and recommend their approved request to the Board for their approval or disapproval.

A recipient who stays in the employment of the Medora Community School Corporation shall repay the bank the borrowed days at the rate of two (2) days per school year, until the loan has been repaid. A recipient who leaves the Medora Community School Corporation and still owes days to the sick bank shall have the financial value of the remaining days deducted from his/her check at the borrowing teacher's current daily rate. The monies will be paid to the school corporation and placed in the General Fund. The repaid days shall then be credited to the sick leave bank. Recipients who retire or become totally disabled and still owe days to the bank are exempt from repayment, financially or in days.

ARTICLE III – FRINGE BENEFITS

- A. The Board shall maintain a Section 125 (IRC – Generation I and II) Plan for teachers, which provides for before-tax payroll deduction of employee-designated amounts for Internal Revenue Service approved benefits. Enrollment in this plan shall be voluntary. The Board will pay administrative costs for any Section 125 benefits elected by a teacher. This Section shall become effective upon successful execution of the Agreement, and mutually agreeable start-up and administrative costs.
- B. Base salaries for teachers shall be paid in 26 equal payments.
- C. The Board will pay, on behalf of each teacher who is enrolled in an employee selected insurance program (currently with United Health Care Insurance), as much as \$6,450 per year towards a single plan or family plan. However, in no instance shall the employee's share of the premium be less than \$.01 (one cent) per year.
- D. Each employee shall be provided a \$45,000 life insurance program.
- E. Each employee shall be provided a \$45,000 accidental death insurance program.
- F. Insurance and Association dues will be deducted equally until such time as one or the other is paid. A list of names and amounts shall be submitted to the school board. Dues shall be paid to the Association monthly by the Board.
- G. Teachers who notify the school board by May 1 shall receive all their summer paychecks at one time by June 30th, provided that the money is available as determined by the School Corporation

- H. A disability insurance policy shall be provided each certified teacher who works a minimum of twenty (20) hours per week, except temporary employees, which provides an indemnity of sixty (60) percent of salary after the first three (3) months of an accident, illness, or other disability, payable so long as the disability exists to the normal social security retirement age.
- I. The Board shall offer to teachers, through payroll deduction, a choice of two (2) tax-sheltered annuities. The annuity plans shall be mutually agreed to by the Board and the Association.

ARTICLE IV – COMPENSATION

A. Salary Range

At the beginning of the 2023-2024 school year, the salaries of returning full-time teachers will be between \$40,000 and \$61,500.

The salary range after increases are awarded for the 2023-2024 school year will be \$40,000 to \$61,500.

BS = \$40,000 to \$59,000, not including TRF contribution.

MS = \$41,500 to \$61,500, not including TRF contribution.

B. 2023 - 2024 Salary Increases

Teachers meeting eligibility requirements, as stated in Article IV, D. 1-5, will receive salary increases in the amount described in that section, and on the row in Salary Schedule (Appendix A) that corresponds with their current total years of teaching experience. The total of combined teacher increases is \$39,331.

C. Newly Hired Teachers

Any newly hired teacher will be placed on the Salary Schedule (**Appendix A**) for the **2023-2024 school year** based on recognized teaching experience and degree, mirroring the salary and placement of current employees with the same degree and teaching experience.

D. Base Salary Increases

1. The amounts contained in the Salary Schedule (Appendix A) and the Extra Curricular Salary Schedule (Appendix B) include three (3) percent of said amounts to be paid directly to the Indiana State Teachers Retirement Fund (TRF) by the Board on behalf of each affected teacher for payment of the teacher's share of such retirement contribution.
2. If sufficient funding is not available in any future year to fund complete movement on the Salary Schedule (Appendix A) of all teachers who 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 utilizes the funding available (if any) at that time.

3. General Eligibility

To be eligible for a salary base increase, a teacher must meet the following requirements.

- (1) Except as provided in 3., (2), 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.
- (2) 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 salary increase.

4. Factors and Definitions

1. Evaluation rating - Teacher received a highly effective or effective evaluation rating for the prior year.
2. Possess a content area Master's degree - The teacher has a Master's degree in a content area as defined by the Indiana Department of Education.

5. Distribution (See Salary Schedule attached as Appendix.

1. A teacher in the Bachelor's column who satisfies the "Evaluation rating" but does not possess a content area Master's degree, will advance a row in the Bachelor's column.
2. A teacher in the Master's column who satisfies the "Evaluation rating" will advance a row in the Master's column.

3. A teacher in the Bachelor's column who satisfies the "Evaluation rating" and is in the first year of possessing a content area Master's degree (completed after January 1, 2017), will advance to the Master's column, but remain in the same row.
4. A teacher who is at the top end of the salary schedule will not receive an increase to their base salary, but will receive a stipend in the amount of \$1000.

The increase for advancing a row in either column is \$1000.

The increase for advancing a column (but staying in the same row) is \$1500. \$1000 is for "Evaluation rating", \$500 is for the first year of possessing a content area Master's degree.

6. Redistribution

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

7. Criminal History Check

Employees of Medora Community School Corporation are required to undergo a criminal history background check every five (5) years. The Board agrees to pay the costs of any and all criminal history background checks and expanded child protection index costs that are required by the school corporation or per IC 20-26-5-10.

ARTICLE V – RETIREMENT PAY

A. SECTION 401 (A) / SECTION 403 (b) MATCHING ANNUITY PLAN

1. Teachers newly hired or re-hired shall be eligible for Section 401(a) / Section 403(b) Matching Annuity benefit described in this section.
2. All teachers newly hired or re-hired shall have the option of investing in the Section 403(b) plan up to the maximum allowable under Federal law. The Board will match such teacher contributions on a dollar for dollar basis annually up to 1% of the teachers' regular teaching salary, and deposit such contribution into a Section 401(a) account maintained by the Board on behalf of the teacher. This Section 401(a) account shall be in addition to the Section 401(a) account established for the retirement buyout dollars in Section D above.
3. The Board shall deposit teacher contributions into an individual account for each teacher enrolled in the 403(b) program mutually agreed to by the Board and the Association. Such deposits shall be made on a monthly basis, or staff may request quarterly deposits in order to meet minimum deposit requirements for the desired 403 (b) plan.

4. Teachers will have the option of investing their dollars in approved tax deferred annuities, or continuing to invest their dollars in tax deferred annuities for which money is already being deducted from the teacher's salary, if any.
 5. Teachers will be one hundred percent (100%) vested in the amounts contributed by the Board into the teacher's Section 401(a) account after he or she completes his or her fifth (5th) year of employment with the Medora Community School Corporation.
- B. Retirement notification – The Board request that any teacher planning to retire notify the corporation in writing no later than March 1 of the school year in which they plan to retire.
- C. Retirement Incentive – The Board reserves the right to offer a retirement incentive. Should a teacher tender their retirement notification prior to any retirement incentive being offered, said teacher would still be considered eligible for that retirement incentive if offered in that current school year.

ARTICLE VI – GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is an alleged violation of this contract.

B. PROCEDURE

STEP 1

INFORMAL PROCEDURE – Before submitting a written grievance, the grievant shall attempt to resolve the grievance informally by contacting the building principal within ten (10) school days of the time that the grievant knew, or reasonably should have known of the grievance. The grievant and the principal shall discuss such grievance at a mutually acceptable time and place.

FORMAL PROCEDURE – If the grievance is not resolved by the informal discussion, within a period of three (3) school days, the grievant shall present the grievance in writing to the principal. The principal shall give the grievant a written response within three school days.

STEP 2

Within three (3) school days of the written answer from the principal, if the grievance is not resolved, it may be stated again in writing, signed by the grievant and presented to the superintendent.

The grievance shall name the teacher involved, state the facts giving rise to the grievance, identify the specific matter alleged to have been violated, state the contention of the grievant with respect to the grievance and indicate the specific relief requested.

Within five (5) school days after receiving the written grievance, the superintendent shall communicate his answer in writing to the grievant.

STEP 3

Within ten (10) school days after receiving the written grievance response from the superintendent, if the grievance is not resolved, it may be submitted in writing to the Board. The Board shall hold a hearing on the grievance within ten (10) school days and render its decision in writing to the grievant within five (5) school days of the hearing.

The Board may not consider any material, allegation or remedy that was not presented in Step 2.

C. HEARINGS

Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.

D. TIME LIMITS

1. Time limits herein may be extended only by mutual agreement, signed by both parties.
2. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall be granted the relief sought.
3. Any grievance not advanced from one step to the next with the time limits, shall be deemed resolved by the answer at the previous step.
4. Any grievance which arose prior to the effective date of this contract or after the termination date of this contract shall not be presented.

E. STATE AND FEDERAL LAW

1. Nothing contained herein shall deny to any teacher his/her rights under State and Federal Constitution and Laws.
2. No teacher shall use the grievance procedure to appeal any decision of the Board or administration if such decision is pursuant to any order of or written agreement with any State and/or Federal Regulatory Commission or Agency.

APPENDIX A

MEDORA COMMUNITY SCHOOL CORPORATION 2023 - 2024 SALARY SCHEDULE

	Salary	TRF Included		Salary	TRF Included
ROW	BS	BS		MS	MS
0	\$40,000	\$41,200		\$41,500	\$42,745
1	\$41,000	\$42,230		\$42,500	\$43,775
2	\$42,000	\$43,260		\$43,500	\$44,805
3	\$43,000	\$44,290		\$44,500	\$45,835
4	\$44,000	\$45,320		\$45,500	\$46,865
5	\$45,000	\$46,350		\$46,500	\$47,895
6	\$46,000	\$47,380		\$47,500	\$48,925
7	\$47,000	\$48,410		\$48,500	\$49,955
8	\$48,000	\$49,440		\$49,500	\$50,985
9	\$49,000	\$50,470		\$50,500	\$52,015
10	\$50,000	\$51,500		\$51,500	\$53,045
11	\$51,000	\$52,530		\$52,500	\$54,075
12	\$52,000	\$53,560		\$53,500	\$55,105
13	\$53,000	\$54,590		\$54,500	\$56,135
14	\$54,000	\$55,620		\$55,500	\$57,165
15	\$55,000	\$56,650		\$56,500	\$58,195
16	\$56,000	\$57,680		\$57,500	\$59,225
17	\$57,000	\$58,710		\$58,500	\$60,255
18	\$58,000	\$59,740		\$59,500	\$61,285
19	\$59,000	\$60,770		\$60,500	\$62,315
20+				\$61,500	\$63,345

\$1000 for advancing a row in either column: \$1000 for evaluation rating.

\$1500 for advancing a column in same row: \$1000 for evaluation rating and \$500 for first year of possessing a content area Master's degree. (Education = 33.33% of the increase)

APPENDIX B

MEDORA COMMUNITY SCHOOL CORPORATION EXTRA-CURRICULAR SALARY SCHEDULE

	Salary	TRF Included
Boy's JV Basketball/Varsity Assistant	\$2,049	\$2,110
Boy's Jr. High Basketball	\$1,874	\$1,930
Boy's Elementary Basketball	\$874	\$900
Girl's JV Basketball/Varsity Assistant	\$2,049	\$2,110
Girl's Jr. High Basketball	\$1,874	\$1,930
Girl's Elementary Basketball	\$874	\$900
Biddy Basketball (boys & girls)	\$631	\$650
Girl's Varsity Volleyball	\$1,874	\$1,930
Girl's JV Volleyball/Varsity Assistant	\$1,456	\$1,500
Girl's Jr. High & Elementary Volleyball	\$874	\$900
Yearbook	\$1,068	\$1,100
Senior Class	\$583	\$600
Junior Class	\$583	\$600
Sophomore Class	\$233	\$240
Freshman Class	\$233	\$240

ARTICLE VII

Term of Contract

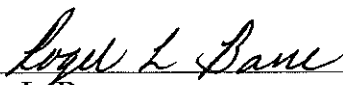
This contract shall become effective upon ratification of the Board and the Association membership and shall remain in force from **July 1, 2023 until June 30, 2024**

EXECUTED this 9th day of October, 2023:

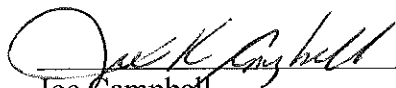
The undersigned attest to the following:

1. A public hearing was held on September 11, 2023 in compliance with I.C. 20-29-6-1(b), and electronic participation from the parties and/or public was not permitted; and
2. A public meeting was held on September 18, 2023 in compliance with I.C. 20-29-6-19 to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

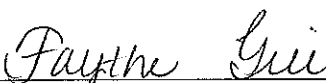
FOR THE CORPORATION



Roger L. Bane
Superintendent

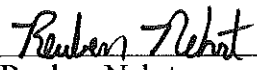


Joe Campbell
MCSC Board President




Faythe Gill
MCSC Board Secretary


FOR THE ASSOCIATION



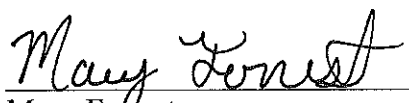
Reuben Nehrt
Medora CTA President/Team Member



Bobbi Derheimer
MCTA Team Member



Kyle Derheimer
MCTA Team Member



Macy Forrest
MCTA Team Member