

AGREEMENT
BETWEEN THE
BOARD OF SCHOOL TRUSTEES
OF THE
MILAN COMMUNITY SCHOOL CORPORATION
AND THE
MILAN EDUCATION ASSOCIATION

2021-2022

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
I	DEFINITION OF TERMS	3
II	RECOGNITION	3
III	LEAVES	3
IV	VOLUNTARY SICK LEAVE BANK	6
V	FRINGE BENEFITS	9
VI	ATTENDANCE INCENTIVE PLAN	12
VII	PROFESSIONAL COMPENSATION	13
VIII	JOB SHARING	15
IX	GRIEVANCE PROCEDURE	16
X	SEPARABILITY	16
XI	TERM OF AGREEMENT	16
 <u>APPENDIX</u>		
A	COMPENSATION PLAN	18
B	EXTRACURRICULAR STIPEND SCHEDULE	22

ARTICLE I - DEFINITION OF TERMS

A. SCHOOL CORPORATION

The term "School Corporation" refers to the Milan Community School Corporation.

B. CERTIFIED EMPLOYEES

The term "certified employee" refers to any individual fully licensed to teach in a subject area or areas in the public schools of Indiana who is employed under a teaching contract.

C. SCHOOL BOARD

The term "school board" refers to the Board of School Trustees or governing body of the School Corporation and any person(s) authorized to act on its behalf. Also referred to as "Board".

D. ASSOCIATION

The term "Association" refers to the Milan Education Association and any person(s) authorized to act on its behalf. Also referred to as "MEA".

E. DAY

The term "day" refers to school day, unless specifically stated otherwise in this Agreement.

ARTICLE II - RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all school employees under Regular Teacher Contract or under Temporary Teacher Contract, except the superintendent, assistant superintendent, principals, and athletic director. This recognition is made pursuant to I.C. 20-29 and shall continue until successfully challenged by another school employee organization.

ARTICLE III - LEAVES

A. SICK LEAVE

1. Each bargaining unit member shall receive ten sick days each year of employment. Accumulated sick days are to be used for absence on account of illness or quarantine without loss of compensation. Unused sick leave shall be accumulative to 120 days. Sick leave may be taken in half-day or full-day increments.

2. Each bargaining unit member shall be able to use his/her own sick leave to provide care for a member of his/her immediate family (defined in § III C) who is ill.

3. In the event any new bargaining unit member shall have accumulated one or more days of sick leave in another school corporation and shall then become employed by the Milan Community Schools, there shall be added for the second and each succeeding year of employment in Milan three days of sick leave until the number of accumulated days to which the bargaining unit member was entitled in the place of employment shall be exhausted, the total not to exceed 120 days.

(i) COVID-LEAVE

4. Subject to Board approval, an eligible teacher may receive up to a maximum of eight (8) COVID-related leave days ("COVID Leave") subject to the following requirements. A teacher who becomes positive with COVID-19 and presents to the School Nurse documentation of the positive test, is eligible to receive COVID Leave. The COVID Leave will be paid at the teacher's regular rate of pay. If a teacher is eligible for FMLA Leave, it will run concurrently with COVID Leave. COVID Leave shall not be accumulated, carried over, or paid out if unused.

B. PERSONAL BUSINESS LEAVE

Each bargaining unit member shall be entitled to three days for the transaction of personal business and/or the conduct of personal or civic affairs during each school year that cannot be scheduled outside school hours. The teacher shall submit to the superintendent a written statement stating "personal business" as the reason and necessity for the absence. Personal business leave shall be taken in full day or half-day increments. Unused personal business leave days will be added to the accumulated sick leave days, the total not to exceed 120 days.

C. BEREAVEMENT LEAVE

1. A bargaining unit member may be absent for a period of not more than five days per occurrence for death in the immediate family without loss of pay during the seven calendar days following the death. Immediate family is interpreted to mean husband or wife, children, step-children, mother, father, mother-in-law, father-in-law, step-parents, sister, brother, brother-in-law, sister-in-law, grandparents, grandchildren, step-sister, step-brother, and any other member of the family unit living in the same household. The bargaining unit member may retain use of a portion of the five days in the case of delayed memorials or funeral services.

2. A bargaining unit member is entitled to two days' leave with pay per occurrence in case of death of an uncle, aunt, niece, nephew, first cousin (usually the day of the visitation and/or funeral).

D. PREGNANCY/CHILDBIRTH LEAVE

1. Any bargaining unit member who is pregnant may continue in active employment as late into pregnancy as she desires, provided she is able to fulfill the requirements of her position. The bargaining unit member's physician shall provide certification of health, if requested.

2. Any bargaining unit member who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one year following the birth of her child, if, except in a medical emergency, she notifies the superintendent at least 30 days before the date on which she desires to start the leave. She shall also notify the superintendent of the expected length of the leave. In case of a medical emergency caused by the pregnancy, the bargaining unit member shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from the attending physician.

3. All or any portion of the leave taken by a bargaining unit member because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. The bargaining unit member is entitled to take accumulated sick leave days when the bargaining unit member's physician certifies that the bargaining unit member is incapable of performing her regular teaching duties. After her available sick leave has been used, the bargaining unit member may be absent without pay, subject to paragraph 2 of this section and subject to provisions of the Family and Medical Leave Act. This leave may be taken without jeopardy to re-employment, retirement, salary benefits, tenure, and seniority rights.

4. An adoptive/parental leave of up to one year shall be granted to a teacher who becomes a parent. Notice of intent to take adoptive/parental leave shall be given to the Superintendent at the time the teacher makes initial application. The leave shall commence when the teacher takes physical custody of the child, or earlier if necessary to meet the requirements of the adoption. All or any portion of the leave taken by a bargaining unit member may be charged, at his/her discretion, to his / her available sick leave. After the available sick leave has been used, the bargaining unit member may be absent without pay. This leave may be taken without jeopardy to re-employment, retirement, salary benefits, tenure, and seniority rights.

5. If a bargaining unit member on pregnancy/childbirth leave desires to return sooner than the date of return set forth in the leave as granted by the Board or extend the leave, she shall notify the superintendent, in writing, at least ten days prior to the desired date of early return or to extend the leave. Such request shall be accompanied by a certificate from the bargaining unit member's physician stating that the bargaining unit member is able to resume teaching duties or needs to extend the leave. If the bargaining unit member has been on parental leave and chooses to return to work prior to the agreed upon return date notice must be given 10 days prior to desired return date.

E. MEDICAL LEAVE

A bargaining unit member who is unable to teach because of a temporary physical disability may be granted, upon written application, a leave of absence for the period of such

temporary disability, but, in no case to exceed one year unless approved by the Board. Such leave is subject to the following conditions:

1. Application for such leave must be submitted to the Board through the superintendent and must be accompanied by a written statement by a physician attesting to the temporary disability and stating the expected duration of the disability.
2. This leave is granted without pay or benefits, except to the extent the Family and Medical Leave Act applies.
3. This leave may be taken without jeopardy to re-employment, retirement, salary benefits, tenure, and seniority rights.
4. Before returning from this leave, the bargaining unit member must submit to the superintendent a written statement from a physician certifying the bargaining unit member's ability to return to work and to perform the responsibilities of the position.
5. If a bargaining unit member who is granted leave under this section wishes to continue insurance benefits during the period of the leave, it shall be the responsibility of the bargaining unit member to make arrangements in advance with the central office to continue such insurance benefits at the individual's expense, except to the extent the Family and Medical Leave Act applies.

F. OTHER SHORT-TIME LEAVES

Jury duty and cases wherein a bargaining unit member is subpoenaed as a witness or required to appear in court or administrative hearing in connection with the bargaining unit member's employment in the Milan Community School Corporation are excusable. If pay is involved, the bargaining unit member shall remit such pay to the central office and the Board shall continue to pay the bargaining unit member's full salary during the short-term leaves.

G. OTHER EXTENDED LEAVES

Sabbatical leaves, military leaves, and educational leaves may be granted by the Board only upon written request to them and within the limitations of statutory authority.

ARTICLE IV - VOLUNTARY SICK LEAVE BANK

The purpose of the Voluntary Sick Leave Bank (the Bank) is to provide personal illness leave to contributors to the Bank after their accumulated personal illness leave has been exhausted, and more specifically to provide such leave from the Bank in case of prolonged illnesses. The Bank rules and guidelines are as follows:

A. VOLUNTARY SICK BANK COMMITTEE

1. The Bank will be operated on a voluntary basis. A committee shall be formed to administer the Bank and to provide the information for the central office to keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Bank as long as those rules, regulations, and decisions do not modify this agreement. The committee will be titled the Voluntary Sick Bank Committee (the SBC). The SBC shall be composed of the following five persons:

- a. Superintendent of the Milan Community Schools or designee
- b. President of the Milan Education Association or designee
- c. One Milan Community Schools administrator appointed by the superintendent
- d. Two bargaining unit members appointed by the Association president (An effort should be made to provide bargaining unit representation from the elementary and secondary levels.)

2. Should a vacancy occur on the SBC, a replacement shall be appointed by the authority making the original appointment.

3. One of the bargaining unit SBC representatives will be selected to act as chairperson of the SBC. The Association president will designate the chairperson before the first meeting.

4. The SBC will be responsible for developing the forms needed to operate the Bank.

5. All decisions must have a majority vote to pass.

B. EFFECTIVE DATE

1. The effective date of the Bank will be the first contract day of the current school year.

2. Enrollment in the Bank will begin on the first contract day and end on September 30 of the current school year.

3. An employee hired by the Corporation after the first contract day shall have 45 days from the date of employment to enroll in the Bank.

C. ELIGIBILITY

1. All certified staff.

D. THE BANK

1. The Bank will become operational only after 40 per cent or more of the eligible members of the bargaining unit have shown their willingness to participate in the Bank by contributing the individually required number of days to the Bank. The individually required number of days is set forth in F-3 below.

E. MEMBERSHIP

1. The Bank shall be established for all certified staff of the Milan Community Schools who indicate their desire to participate by contributing the individually required number of days as indicated in rule F-3.

F. PROVISIONS FOR ADMINISTRATION OF THE BANK

1. The Bank may be used only by the individual contributor for his/her personal illness, quarantine, or personal injury documented by a physician's note. Each use of sick bank leave must be supported by a written request for its use from the sick bank member and must be accompanied by a physician's statement substantiating the absence and giving a prognosis for the teacher's return to work. Forms will be available at the central office, each building, or on the Milan Community Schools website.

2. Days from the Bank may be used only for those work days that the individual contributor is employed under a regular teacher contract. In no event shall the Bank be used during summer school employment.

3. Any person desiring to participate in the Bank will initially donate one day of his/her accumulated personal illness leave to the Bank. Additional days will be requested by the SBC as required by rule F-4 below.

4. If the number of days in the Bank falls below 30 at any time, each participant will be required to donate one additional day of his/her accumulated personal illness leave to the Bank. If a member has used all his/her personal illness leave, the additional day will be donated as soon as new personal illness leave is granted.

5. All days, once donated to the Bank, become the property of the Bank. Unused days will be carried over to the next school year.

6. The maximum dollar expenditure during each school year is \$10,000. If this amount is reached at any time during the school year, the Bank will cease to operate for the remainder of that period.

7. All requests to receive grants from the Bank must be submitted in writing to the SBC on the prescribed form one week prior to the depletion of the requesting member's own accumulated days. The deadline shall be waived if illnesses or personal injury documented by a physician's note prevents the teacher from meeting the deadline. The teacher's proxy may make the request on behalf of the certified staff member.

8. Any person submitting a request to use the Bank must have made his/her proper contribution and met all eligibility requirements. If a person is physically unable to submit the form, the form may be submitted by a proxy.

9. A person will not be able to withdraw days from the Bank until his/her own accumulated personal illness leave is depleted.

10. Days granted from the Bank can be used only for extended illness or disability. (The SBC will generally consider an extended illness one that involves ten or more working days.)

11. Periodic reviews by the SBC of all Bank use will be made. No use may extend more than 30 working days without approval of the SBC.

12. Days granted from the Bank may not be granted for the period of disability when monies are paid to the employee under the worker's compensation law.

13. Days granted will be reimbursed at a rate equal to the per diem rate of pay on the adopted compensation plan for the individual granted the days.

14. The SBC will review and present to the superintendent's office approval or denial of all requests to draw on the Bank within ten working days after the request is received by the SBC.

15. Pregnancy leave is excluded, with the exception of complications leading to extended time of illness/injury documented by a physician's note.

16. Repayment by a borrowing teacher for any loans shall be made at the rate of two days per year when the teacher owes ten or more days to the Bank, one day per year when the teacher owes less than ten days to the Bank. Repayment shall be made on the first day of each consecutive school year beginning the second year after the loan is made to the teacher. A teacher who resigns, retires, dies, or whose contract is non-renewed shall not be required to repay the balance of any such days owed to the Bank.

17. If a request of sick bank days is denied, the SBC shall notify the applicant/proxy of the denial in writing.

18. Contributions to the Bank shall not count against a bargaining unit member's record under the Attendance Incentive Plan.

G. ANNUAL REPORT

1. An annual report of the Bank will be published on or before February 1 of each year the Bank is in operation. This report will be published by the Association and reviewed by the Superintendent prior to its publication. The statement shall include a statement of the number of

days contributed to the Bank, the number of days remaining in the Bank, the total cost of days granted, and the remaining cash balance available for the Bank.

ARTICLE V - FRINGE BENEFITS

A. HEALTH INSURANCE

1. The Milan Community School Corporation is a member of the Southeastern Indiana School Insurance Trust (SISIT). The School Corporation may have two voting members on the SISIT Board of Directors: the superintendent and one bargaining unit member selected by the Association.

2. All health insurance plans are selected by the SISIT. The SISIT may alter the plan as necessary in future years to mitigate the effects of rate increases and hold total health insurance spending to levels within the financial means of the Board.

3. For each currently employed full-time certified employee under regular contract, the Board shall pay the amounts specified below for the 2021-2022 medical insurance plan.

Health Insurance Rates Effective January 1, 2019

	Plan E	Plan F
Employee	\$7,400	\$6,000
Employee/Children	\$9,900	\$8,000
Employee/Spouse	\$11,600	\$9,300
Family	\$14,400	\$11,500

4. When a husband and wife are both employed on a regular teaching contract and select a family plan, the Board shall pay \$19,000 for the cost of Plan E and \$15,300 for the cost of Plan F.

5. The Board and the Association shall, by mutual consent, determine whether it is in the best interests of the parties to continue participation in the SISIT.

6. Prior to the enrollment deadline for health insurance each school year, representatives of the Association and the Board shall meet with all teachers who are new to the school corporation. The primary purpose of the meeting shall be to inform and educate such individuals of the details regarding the period of open enrollment associated with the health insurance program and the ramifications of choosing not to participate.

B. VISION INSURANCE

The Board shall make available to members of the bargaining unit a vision plan. This vision plan will allow for an annual eye exam every 12 months, lenses every 12 months and

frames every 24 months. If not on the corporation health care plan, vision insurance will be made available upon request to the central office. All guidelines and underwriting of the insurance company must be followed by the bargaining unit member and the Board. The vision plan will be the financial responsibility of the Board.

C. LIFE INSURANCE

Each bargaining unit member is covered by life insurance in the amount of \$60,000 for natural death and \$120,000 for accidental death. There are no age restrictions to the extent the insurance carrier will allow.

D. LIABILITY INSURANCE

General liability insurance coverage shall be \$5,000,000 each occurrence and \$5,000,000 aggregate.

E. LONG-TERM DISABILITY

A long-term disability plan will be provided each bargaining unit member by the Board under the following conditions:

1. 66 2/3% of covered salary to a maximum benefit of \$3,500 per month;
2. such coverage shall have a 90-day elimination period before benefits are received; and
3. the full cost of the plan shall be paid by the Board.

F. SECTION 125 PLAN

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to each bargaining unit member so requesting. An amount not to exceed \$3,000 may be set aside by the bargaining unit member for Section 125 fringe benefits that include non-taxable benefits of hospitalization, dental, long-term disability, short-term disability, Section 79 life insurance, non-reimbursed medical expenses, and dependent care. All administrative fees shall be paid by the Board.

G. RETAINING HEALTH INSURANCE COVERAGE

1. Bargaining unit members who are collecting a pension from ISTRF and who had 12 years of service with the Corporation immediately prior to retirement shall be allowed to continue to participate in the group health insurance plan until the bargaining unit member qualifies for Medicare coverage.

2. Such qualifying bargaining unit member may maintain health insurance coverage for his/her spouse and/or dependent until that spouse qualifies for Medicare, even though the

qualifying bargaining unit member had previously qualified for Medicare and elected to discontinue medical insurance for himself/herself.

3. Premium payments shall be in the central office in advance of the Board's due date for submitting such premium payment to the insurance carrier. The Board shall provide the necessary paperwork to implement this provision to each retiring bargaining unit member not later than two weeks after the bargaining unit member submits his/her letter of retirement.

H. RETIREMENT SAVINGS PLAN

1. The Board shall establish a tax-deferred annuity plan allowing employer contributions, employee contributions, and employer/employee matching contributions in accordance with 403(b) or 401(a), whichever is applicable, of the Internal Revenue Code.

2. Each bargaining unit member shall have the option of investing in the 403(b) plan up to the maximum allowable under the Internal Revenue Code or other applicable federal law. The Board shall match such bargaining unit member contributions on a dollar-for-dollar basis up to two and one-half per cent of the individual bargaining unit member's regularly scheduled base salary.

3. The Board shall deposit employer contributions as provided in paragraph 1, above, on no less than a monthly basis for each bargaining unit member into an individual account for the bargaining unit member in the tax-deferred annuity program sponsored by an institution selected by the Association; provided, however, that the Association shall select an institution qualified to receive 401(a) contributions under federal law and regulations. The selection of the institution may only be changed by the Association upon written notice to the Board at least 90 days prior to the effective date of the change of institutions and shall not occur more than one time each calendar year. The Board shall not be liable to the Association or any bargaining unit members who may have funds deposited with the Association's choice of investment institution for the security of deposits contributed to the 401(a) plan, whether for availability of funds, performance of income objectives or payment of funds to qualifying bargaining unit members. The institution selected by the Association shall be the sole administrator of the Board's contributions.

4. Bargaining unit members shall have the option of continuing to invest their funds in tax-deferred annuities for which money is already being deducted from the member's salary, or any company that meets the requirements under Article VI, Section D.

5. Once contributions are made by the bargaining unit member and the Board on behalf of the bargaining unit member, all assets of the accounts become the property of the bargaining unit member and, in the event of the death of the bargaining unit member, his or her beneficiaries designated by the bargaining unit member or, in the absence of designated beneficiaries, to the bargaining unit member's estate.

6. Bargaining unit members participating in the 401(a) plan shall be 100% vested.

7. Increases in the annual contributions to the 401(a) plan by the Board shall be counted as part of the cost of any settlement negotiated for the bargaining unit members.

8. For bargaining unit members hired on or after June 1, 2001, the 401(a) plan and the 403(b) plan will replace the current annual payment made to bargaining unit members electing early retirement, if any.

9. All newly hired bargaining unit members shall be enrolled in the Retirement Savings Plan within 30 calendar days of their first contractual day of work.

10. The plan shall:

- a. be subject to all applicable Internal Revenue Service regulations;
- b. have no contract initiation fees charged to the Board; and
- c. have no administrative or plan document charge to the Board.

I. **BACKGROUND CHECKS**
Will be paid by the corporation.

ARTICLE VI – ATTENDANCE INCENTIVE PLAN

A. **ATTENDANCE INCENTIVE PLAN**

Effective with the 2016-2017 school year, the Board shall pay annually into a bargaining unit member's annuity the following amounts for unused sick and personal business leave days:

13 unused days:	\$60 per day
11-12 unused days:	\$50 per day
8-10 unused days:	\$40 per day

ARTICLE VII - PROFESSIONAL COMPENSATION

A. **SALARIES**

The salaries of bargaining unit members for the current school year shall be in accordance with the compensation model set forth in Appendix A.

B. **EXTRA-CURRICULAR SCHEDULE/HOURLY RATES**

The extracurricular stipends and hourly rates of bargaining unit members for the current school years shall be in accordance with the categories set forth in Appendix B.

C. **TEACHERS' RETIREMENT FUND**

The three percent bargaining unit member's retirement contribution will be paid by the Board.

D. NUMBER OF PAYROLLS

Certified staff shall be paid in two-week intervals 26 times per year.

E. DEDUCTIONS

1. Upon appropriate written authorization from the bargaining unit member, the Board shall make payroll deductions for group health and hospitalization insurance, group life insurance, and group disability insurance policies where the Milan Community School Corporation is the appropriate group.

2. The Board shall make payroll deductions for those bargaining unit members making such requests for the credit union and for tax sheltered annuity plans, including the authorized deductions for tax sheltered annuity plans approved by the Milan Community School Corporation. Any tax sheltered annuity plan presented for approval must have a minimum of five bargaining unit members enrolled in the plan.

E. TRAVEL

Except for travel between the Milan schools, teachers may generally have access to a corporation vehicle when traveling on approved school business. Any teacher who is required by the school corporation to use his/her own automobile to travel on school business shall, provided that the particular journey or pattern of travel is approved in advance by official action of the Board, be reimbursed at the rate established by the Board per mile of authorized travel. Teachers shall be provided a mileage claim, as prescribed by the state board of accounts, from the superintendent's office to document such travel and to seek reimbursement. Mileage claims shall be submitted at least one week prior to the next scheduled school board meeting and the payment to teachers shall be made by the end of the week in which the claim is approved. This section shall not apply to athletic fund mileage.

ARTICLE VIII – JOB SHARING

Benefits and wages shall be shared on a basis proportionate to the schedule each bargaining unit member may occupy.

ARTICLE IX - GRIEVANCE PROCEDURE

The Association and the Board agree that a grievance that arises out of application or interpretation of this contract shall be resolved in accordance with the following grievance procedure:

SECTION 1 - DEFINITION

A grievance is an alleged violation or claimed misinterpretation of a specific article or section of this contract.

SECTION 2 - PROCEDURE

STEP ONE

Before filing a written grievance, the grievant shall approach his/her building principal during non-teaching hours to request a meeting to discuss the grievance. This request shall be made within 15 school days of the incident from which the grievance arose.

The principal shall hold a meeting with the grievant to discuss the grievance within five school days of the request. The principal and the grievant may each have one other person present at this meeting. The grievant shall provide the principal with the name of the additional person at the time of the request for the meeting in order to allow the principal to schedule a time during non-teaching hours convenient for all attendees.

STEP TWO

Within five school days of the answer, if the grievance is not resolved, the grievant may file in writing his/her grievance to the building principal on the prescribed form.

The grievance shall (1) name the bargaining unit member involved, (2) state the facts giving rise to the grievance, (3) identify the specific provision(s) of the contract alleged to be violated, and (4) indicate the specific relief requested.

Within five school days after receiving the written grievance, the principal shall provide a written response to the grievant.

STEP THREE

If the grievance is not resolved in Step Two after receiving the principal's written response, the grievant may submit within five school days, the written grievance and a copy of the principal's response to the superintendent.

In addition to, and not in substitution for Step Three A above, the superintendent, or his/her designated representative, shall meet with the grievant within five school days of receipt of the written grievance in an effort to resolve the grievance as long as the grievant requests of the superintendent or his/her designated representative that such a meeting be held.

The superintendent shall give the aggrieved bargaining unit member an answer in writing no later than ten school days after receipt of the written grievance properly filed with the central office.

STEP FOUR

Within ten school days after receiving the decision of the superintendent, the grievant may submit the grievance to the Milan Education Association president for possible appeal to the Board of School Trustees.

The appeal to the Board must be at least ten school days before the next regular scheduled meeting in order for the Board to schedule a hearing on the grievance.

Requests for transcripts or recordings of any such hearing under Step Four may be made by either the grievant or the Board. The party making such request shall assume the costs of the same and both parties shall share the costs equally where a joint request is made.

The Board shall render its decision in writing to the grievant within 15 school days following any hearing on the grievance and the Board decision shall be final and conclusive.

The Board may not consider any material, allegation, or remedy that was not presented in a previous step.

SECTION 3 - TIME LIMITS

Time limits herein may be extended only by mutual agreement, signed by the parties.

Any grievance not presented in Step One within 15 school days of the time the grievant knew or reasonably should have known of the grievance shall be deemed waived and shall not be processed.

SECTION 4 - MISCELLANEOUS

All documents, written communications, and records dealing with the processing of a grievance shall be filed separately from the personal file of the grievant and are not valid basis for evaluation.

The Association may submit a grievance, as heretofore defined. If such grievance is limited to one school building, the grievance shall be submitted to the building principal according to Steps One and Two. Otherwise, such grievance shall be submitted beginning at Step Three.

The grievant may have representatives of his/her choosing at all steps of the grievance procedure, including Step Four.

ARTICLE X - SEPARABILITY

If any provision of this Agreement is held to be unlawful by any court of competent jurisdiction or by legislative acts, then said provision shall not be deemed valid except to the extent permitted by law and all remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XI - TERM OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2022.

B. This Agreement is made and entered into at Milan, Indiana on the _____ day of _____, 2021 by and between the Board of School Trustees of the Milan Community School Corporation, and the Milan Education Association.

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

MILAN EDUCATION ASSOCIATION

Jean Bedel 10/4/21
President Date

Renee Hartman 10/5/21
Secretary Date

BOARD OF SCHOOL TRUSTEES OF THE MILAN COMMUNITY SCHOOL CORPORATION

Daf Mon 10/4/21
President Date

Tim Tuter 10/4/21
Secretary Date

Jane E. Rogers 10-4-21
Superintendent Date

**APPENDIX A
Compensation Plan
Milan Community School Corporation 2021-2022**

FOR INFORMATIONAL PURPOSES ONLY

Level	Career Path 1	Career Path 2
A	40,000	42,000
B	40,500	42,500
C	41,000	43,000
D	41,500	43,500
E	42,000	44,000
F	42,500	44,500
G	43,000	45,000
H	43,500	45,500
I	44,000	46,000
J	44,500	46,500
K	45,000	47,000
L	45,500	47,500
M	46,000	48,000
N	46,500	48,500
O	47,000	49,000
P	47,500	49,500
Q	48,000	50,000
R	48,500	50,500
S	49,000	51,000
T	49,500	51,500
U	50,000	52,000
V	50,500	52,500
W	51,000	53,000
X	51,500	53,500
Y	52,000	54,000
Z	52,500	54,500
AA	53,000	55,000
BB	53,500	55,500
CC	54,000	56,000
DD	54,500	56,500
EE	55,000	57,000
FF	55,500	57,500
GG	56,000	58,000
HH	56,500	58,500
II	57,000	59,000
JJ	57,500	59,500
KK	58,000	60,000
LL	58,500	60,500
MM	59,000	61,000
NN	59,500	61,500
OO	60,000	62,000
PP	60,500	62,500
QQ		63,000
RR		63,500
SS		64,000
TT		64,500
UU		65,000
VV		65,500
WW		66,000
XX		66,500
YY		67,000
ZZ		67,500
AAA		68,000
BBB		68,500

Salary Range for 2021-2022: The salary range pursuant to this agreement is \$37,000 to \$65,500, not including current year increases or contributions to INPRS. The salary range after current year increases is \$40,000 to \$68,500.

I. Base Salary Increases

- a. **General Eligibility:**
 - i. To be eligible for a salary increase, a teacher must not have received a rating of ineffective or improvement necessary in the prior school year. A teacher who received a rating of ineffective or improvement necessary remains at their prior year salary.
- b. **Factors and Definitions:**
 - i. **Evaluation Rating** – The teacher received a rating of Effective or Highly Effective in the prior year.
 - ii. **Academic Needs** – The importance of retaining teachers in the corporation.
- c. **Distribution:**
 - i. Evaluation Rating = \$2,000.00
 - ii. Academic Needs = \$1,000.00
- d. **Redistribution:** Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend no later than the last payroll of the 2021-2022 contract.

II. Stipend

- a. **General Eligibility:**
 - i. Teachers who were employed with Milan Community Schools on the first student instruction day during the 2021-2022 school year.
- b. **Amount:** \$1,000.00
- c. **Distribution:** The one-time stipend will be paid no later than the last payroll of the 2021-2022 contract.

III. New Hires:

Newly hired teachers shall be placed at a level equal to current employees with equal years of effective service and degree within the salary range.

With mutual agreement between the Association president and the Superintendent, the Superintendent may place a bargaining unit member who occupies a hard-to-fill position at a level above his/her years of effective experience within the salary range. Such agreement shall not be unreasonably withheld.

APPENDIX B

EXTRACURRICULAR STIPEND SCHEDULE 2021-2022

Group I -	6166
	Varsity Boys Basketball
	Varsity Girls Basketball
	Varsity Football
Group II -	3518
	High School Band
	Varsity Wrestling
	Varsity Volleyball
	Varsity Baseball
	Varsity Softball
	Varsity Assistant Football
	Varsity Assistant Football
	Varsity Assistant Football
	Reserve Boys' Basketball
	Reserve Girls' Basketball
Group III -	2830
	Boys' Swimming
	Girls' Swimming
	Co-Ed Swimming
	Varsity Boys' Track
	Varsity Girls' Track
	Co-Ed Cross-Country
	Varsity Boys' Soccer
	Varsity Girls' Soccer
	High School Cheerleading
	High School Cheerleading
Group IV -	2613
	Reserve Baseball
	Reserve Softball
	Reserve Volleyball
	Reserve Wrestling
	Freshman Girls' Basketball
	Freshman Boys' Basketball
Group V -	1996
	High School/Middle School Choir
	7th Grade Boys' Basketball
	7th Grade Girls' Basketball
	8th Grade Boys' Basketball

	8th Grade Girls' Basketball	
	Middle School Football	
	Middle School Football	
	Freshman Volleyball	
	Boys' Golf	
	Girls' Golf	
	Boys' Tennis	
	Girls' Tennis	
	Junior Class	
	High School Yearbook	
Group VI -		1669
	High School Art Club	
	Future Farmers of America	
	Middle School Volleyball	
	Middle School Volleyball	
	Middle School Wrestling	
	Middle School Boys' Track	
	Middle School Girls' Track	
	Middle School Co-Ed Cross-Country	
	Senior Class	
	Robotics	
Group VII -		1380
	Middle School Band	
	Elementary School Choir	
	Summer Weight Lifting	
	Middle School Cheerleading	
	Drill Team	
Group VIII -		944
	Grade 6 Boys' Basketball	
	Grade 6 Girls' Basketball	
	High School Student Council	
	Middle School Yearbook	
	Elementary School Yearbook	
	Team Difference Maker (Tech Integration)	
	Team Difference Maker (Tech Integration)	
	Team Difference Maker (Tech Integration)	
	Team Difference Maker (Tech Integration)	
	Team Difference Maker (Tech Integration)	
	Team Difference Maker (Tech Integration)	
	Team Difference Maker (Tech Integration)	
Group IX	High School Academic Super Bowl	618
	High School Academic Super Bowl	

High School Academic Super Bowl
 Middle School Academic Team
 Middle School Academic Team
 Sophomore Class
 Freshman Class
 High School Summer Band
 Middle School Student Council
 S.A.D.D. (grades 6-12)
 FCCLA

Group X

364

National Honor Society
 National Junior Honor Society
 High School Hoosier Spell Bowl
 Middle School Hoosier Spell Bowl
 Elementary School Hoosier Spell Bowl
 German Club
 Spanish Club
 Archery Club
 Archery Club

When an individual coaches two or more teams within the same sport, the pay for each position will be 75% of the listed amount for each position.

When two or more individuals share a position, the stipend shall be divided equally among these individuals.

Hourly Rate for Additional Educational Duties*: \$32.

Hourly Rate for Loss of Planning Period for Classroom Coverage, Case Conference, Key Team, or to Supervise Saturday School: \$20.

*Tutoring, Homebound Instruction, Drivers' Education, Summer Counseling, SLP Work, Summer School, Curriculum Work, PLC, Supervised Agricultural Experiences, and Similar Duties