

TENTATIVE AGREEMENT

Between the

MICHIGAN CITY AREA SCHOOLS

and the

MICHIGAN CITY EDUCATION ASSOCIATION



Effective July 1, 2023 - June 30, 2025

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Article I
Recognition and Procedure

A. Recognition of Teacher Organization

The Board of School Trustees of the Michigan City Area Schools recognizes the Michigan City Education Association/ISTA/NEA as the exclusive representative.

All certificated employees, of the Michigan City Area Schools except the Superintendent, Associate Superintendent, Assistant Superintendents, financial assistant, administrative assistants, assistant for elementary, assistant for secondary, directors, coordinators, and specialists with corporation-wide responsibilities, principals, assistant principals and deans. Also excluded are school psychologists, speech and language pathologists and assistants, occupational and physical therapists.

B. Definitions

1. Day

The term "day(s)" when used in this Agreement, shall refer to "working days", unless the language specifically states "calendar day(s)". During the time of period covered by the official school calendar, "day(s)" shall refer to day(s) when teachers are scheduled to be in attendance. During the period of time not covered by the official school calendar, "day(s)" shall mean a week day and shall exclude Saturday, Sunday, and legal holidays.

2. Association

The term "Association" shall mean the Michigan City Education Association/ISTA/NEA, and its officers, representatives and agents.

3. Board

The term "Board" shall mean the Board of School Trustees of the Michigan City Area Schools.

4. Corporation

The term "corporation" shall mean the Michigan City Area Schools.

5. Employer

The term "employer" shall mean the Board, administrators, supervisors, and any other person(s) authorized to act on behalf of the Board in dealing with its employees.

6. Year of Service

The term "year of service" shall be defined as at least one hundred twenty (120) days in a given school year. One-half (½) year of service will be credited for service under contract for less than one hundred twenty (120) days but at least sixty (60) days in a given school year.

7. Spouse

"Spouse" shall mean the spouse of the Employee under a legally valid existing marriage. The term "spouse" shall also include domestic partners that are registered with the MCAS personnel department.

8. Immediate family

The term "immediate family" includes a person's smallest family unit, including parents, siblings, spouse, significant other, and children, including relatives through marriage, adoption, and guardianship, and any other relative who lives in the same home as a member of the family and other persons who stood in the capacity of a parent in that they supported the teacher during the formative years.

9. Teacher

The term "teacher" shall mean any member of the bargaining unit.

10. Full Time

The term full time will refer to anyone employed in a full time equivalent of 1.0 or more

11. Part Time

Anything less than full time is considered part time.

Article II Grievance

A. A grievance is defined as a difference between the Administration and the Association or one or more teachers involving an alleged violation of the specific terms of this contract.

B. If an individual teacher has a personal complaint or grievance, which they desire to discuss with a supervisor, they are free to do so without recourse to the grievance procedure. Whenever a teacher seeks a redress of a grievance through the formal grievance procedure, such grievance shall not be heard without prior notification to the Association and an opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this contract.

C. Step One

The teacher will initiate the grievance procedure by filing the official grievance form with the immediate supervisor, the principal, or director within thirty (30) working days of discovery of the event giving rise to the grievance. (See Appendix D) A conference shall then be scheduled within ten (10) working days between the immediate supervisor, principal or director and the teacher and their Association Representative. The immediate supervisor, the principal, or director shall notify the grievant and Association in writing within ten (10) working days, after the grievance is heard, as to the disposition of the grievance at that level.

D. Step Two

If the grievance is not adjusted to the satisfaction of the grievant, the teacher may request the appropriate Assistant Superintendent to hear the grievance, provided that such request is made within ten (10) working days from the date the grievant and Association receive notice of the decision on the grievance at the initial level and provided further that the teacher notify the immediate supervisor that such request has been made. A conference shall then be held within ten (10) working days. The teacher shall be entitled to be present in person and with an Association representative. The Assistant Superintendent shall notify the grievant and Association in writing within ten (10) working days after the conference as to the disposition of the grievance at that level.

E. Step Three

If after a decision has been rendered at the Assistant Superintendent's level, the teacher's grievance remains unadjusted to the Association's satisfaction, the Association may appeal to the Superintendent.

Such appeal shall be made by filing the official grievance form with the Superintendent within ten (10) working days from the date the grievant and Association receive the Assistant Superintendent's decision. A conference shall be held at the Superintendent's level within ten (10) working days. The Superintendent shall notify the grievant and Association in writing within fifteen (15) working days, after the grievance is heard, as to the disposition of the grievance at that level.

F. Step Four

1. If the Association is not satisfied with the disposition of the grievance by the Superintendent or designee, the Association may submit the grievance to binding arbitration. The Association shall give notice of its intent to do so in writing to the Superintendent within ten (10) days of receipt of the written disposition by the Superintendent or his designee.

2. Within fifteen (15) days of the Association's notice of intent to arbitrate either party may request, a conference which shall be scheduled by agreement of the parties, the purpose of which shall be:

- a. to stipulate to as many facts as possible
- b. to identify which facts and/or issues, theories and contentions remain unresolved

- c. to exchange lists of witnesses, the nature of their testimony and exhibits
 - d. to resolve the grievance if possible, at this conference.
3. Neither party shall be permitted to assert in the arbitration hearing any grounds or to argue any theory or contention, or to introduce into evidence any testimony or exhibits, not previously disclosed to the other party at this conference or within a reasonable period of time thereafter.
 4. If at the pre-arbitration conference the grievance is not resolved to the satisfaction of the Association, the corporation attorney and the ISTA UniServ Director will mutually agree to the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) within ten (10) days of the pre-arbitration conference and the Association will file a demand for arbitration.
 5. If no pre-arbitration conference is requested, the corporation attorney and the ISTA UniServ Director will mutually agree to the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) within twenty-five (25) days of the Association's notice of intent to arbitrate and the Association will file a demand for arbitration.
 6. The two (2) parties, the Superintendent and the Association, shall attempt to select an arbitrator or a method of selecting an arbitrator by mutual agreement. If the two (2) parties cannot agree on the arbitrator, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association or FMCS.
 7. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this contract.
 8. The Board and the Association agree that neither party shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party.
 9. The fees and expenses of the arbitrator shall be divided equally by the Board and the Association.
 10. This will not be used to arbitrate a teacher's dismissal.

G. General

1. By mutual written agreement of the two (2) parties, any time limit may be extended or shortened.
2. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Assistant Superintendent or the designee directly and the processing of such grievance shall be commenced at Step II of the grievance procedure.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, and shall not be forwarded to potential employers.
4. When it becomes necessary to schedule a grievance hearing during school hours the professional personnel involved shall be excused from their normal responsibilities to attend the grievance hearing.
5. By mutual agreement of the two (2) parties, Step II of the grievance procedure may be bypassed and the grievance shall be commenced at Step III of the grievance procedure.
6. If the disposition of a grievance is not timely received at any step of this procedure, the grievant or the Association may proceed to the next step.

Article III
Leaves of Absence

A. Permissible Paid Absences

Any reason for leave not specifically enumerated in this Article will be considered for leave of absence with pay based on individual merits. The Board is under no obligation to grant such leaves with pay.

1. Paid Time Off (PTO)

- a. Each teacher will be given twelve (12) days each year. New hires will be given fourteen days (14).

Each teacher will be given information telling the number of days of paid time off they have credited on every pay stub.

- b. A teacher, employed here with teaching experience in other school corporations of this state, who has accumulated one (1) or more days of benefit days in the other school corporation, shall be credited with twelve (12) days here the first year, and then there shall be added, for the second year of such employment, in addition to paid time off up to three (3) days of the benefit days acquired in the other school system and continue so each year until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted.

- c. Paid time off shall not be used in furtherance or support of any job action by any employee group.

- d. Accumulated days may not be used to extend any vacation or holiday.

2. Sick Leave Bank

The Sick Leave Bank shall be a source for additional sick leave days when a bargaining unit member's sick and benefit days are exhausted and they are unable to perform their normal duties.

- a. Participation is voluntary.

(1) Teachers may join the bank by a voluntary donation of one (1) PTO day during window periods.

(2) Window periods for joining the bank occur during the first thirty (30) days of the first semester of a given school year and the first fifteen (15) days of the second semester of a given school year. Submission of the form in Appendix E is required.

(3) Retirees can donate unused PTO days to the leave bank.

3. Bereavement

- a. Each teacher shall be entitled to be absent from work for death in the immediate family for a period extending not more than five (5) school days which do not need to be taken sequentially. A request regarding the start of the five (5) school days due to extenuating circumstances may be directed for an immediate decision to the Assistant Superintendent for Personnel or designee. A period of five (5) calendar days will be granted

for the death of an immediate family member, grandparent, grandchild, aunt, uncle, nephew, or niece.

- b. Each employee shall be entitled to attend the funeral of a friend requiring not more than one (1) day. There will be no deduction in PTO days for the use of one (1) day or less to attend a funeral.

4. Child Care Leave

A teacher is able to request a leave of absence for no more than one (1) full school year to care for their child for any reasons outside those that qualify for FML and will be returned to the position that the held prior to the Leave or an open equivalent position.

4. Jury Duty

A teacher who has been called for jury duty during school hours shall be paid their daily wage and will endorse back to the school corporation the per diem allowed for jury duty within a two (2) week period after receipt of same. This per diem repayment shall be exclusive of any pay allowed because the said jury duty was in another city or town.

5. Adoption

In case an employee adopts a child, the teacher shall have five (5) days to bring the child into the home, if it occurs on a regularly scheduled school day or if needed.

6. Maternity and Paternity

A teacher or surrogate who has given birth to a baby or teacher whose significant other has given birth to a baby is entitled to be absent from work for five (5) days for the birth baby, if it occurs on a regularly scheduled school day or if needed.

7. Military Physical Examination

A day of absence will be granted to a teacher who is required to take a volunteer's military physical examination. Should the examination take two (2) days, the second day will also be granted.

8. Graduate Summer School

Any teacher who is required to report for graduate summer school on the last day of the contract year may arrange with the building principal to report on the Saturday preceding the last day of school to complete records, make an accounting of materials and equipment, keys, and supplies and to make other required reports.

9. Assault Leave

In the event a teacher is absent due to an injury sustained on the school premises as a result of an unprovoked assault by a student or outsider, which is determined to be compensable under Workers Compensation laws, absences shall not be charged against the teacher's accumulated PTO. The Board shall continue the teacher's wages in full and shall pay the difference between Workmen's Compensation payments and the contractual salary of the teacher for a period not to exceed one hundred eighty (180) days. In order for a teacher to be eligible for assault leave, pursuant to this Section, the teacher must file criminal charges, and cooperate in the prosecution of the person that assaulted the teacher.

10. Sabbatical Leave

- a. Upon request a one (1) year leave of absence shall be granted to no more than five (5) teachers who have been employed for ten (10) or more years in the corporation. This leave shall be granted for the purpose of studying in an accredited institution of higher learning or for educational research and must comply with the following conditions.
 - (1) A minimum of twenty-four (24) semester hours or thirty-six (36) quarter hours of approved graduate work beyond the Master's degree and taken on campus during the sabbatical must be completed. No credit is allowed for summer school.
 - (2) If the leave is for research, the teacher must submit a detailed statement outlining the general subject of investigation and the approach to be taken.
- b. Financial Compensation
 - (1) A sabbatical leave approved for one (1) year shall carry an allowance of a maximum of thirty (30) percent of the employee's salary at their place on the then current salary schedule. This allowance is subject to such deductions as are required by law, Board regulations or teacher election.
 - (2) A teacher on sabbatical leave shall be permitted to participate in any of the group insurance plans, so long as they pay the premium(s).

11. Emergency Closure Leaves

- a. When a school is not in session during normal working hours, being closed on account of weather conditions, the teachers in that school shall not be required to be on duty.
- b. When a school is closed because of heating plant failure, because of lack of electric or water, the faculty of that building shall not be required to report to duty.
- c. Teachers who have notified the administration prior to the schools closing that they will be absent from school on PTO shall not have the leave days deducted from their available leave.

12. Public Health Emergency Leave

The Public Health Emergency Leave shall be a source for additional leave days when a bargaining unit member is sick or unable to perform their normal duties due to either the employee's own health needs or to care for family members. Workers may receive up to 10 days of paid leave in a school year for their own health needs or to care for other family member's needs due to public health emergency related issues.

13. Worker's Compensation

Any certified teacher who is injured during the performance of their duties on behalf of the Corporation shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Indiana. The injured teacher will receive their regular salary pro-rated at their daily rate until Worker's Compensation payments commence up to a maximum of seven (7) days of pay. The days paid will not be deducted from accumulated leave days.

B. Family and Medical Leave Act

1. A teacher may be eligible for paid benefits while on an unpaid leave of absence for up to twelve (12) weeks pursuant to the Family and Medical Leave Act (hereinafter "FMLA"). Leave pursuant to the FMLA shall be granted by the Employer for any of the reasons specified in the FMLA. The reasons for taking leave pursuant to the FMLA include:
 - a. for the care of the employee's child (birth, or placement for adoption or foster care);
 - b. for the care of the employee's spouse, son or daughter, or parent, who has a serious health condition; or,
 - c. for a serious health condition that makes the employee unable to perform their job.Leave for a birth or placement of a son or daughter shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.
2. It is the intent of MCEA and MCAS to conform in all respects with the statutory and regulatory requirements of FMLA.
3. During the leave pursuant to FMLA, the Corporation shall continue the teacher's medical benefits at the same level as they existed prior to the leave. Teachers will be required to pay their share of any of the premium payments.

Article IV
Insurance / Retirement Benefits

A. Insurance

1. Health Insurance

- a. For the 2021-2022 school year, the Board shall provide eighty-five percent (85%) of the cost of a single plan in the group hospitalization, major medical plan for all teachers with six or more years of district experience who choose a single plan. Bargaining Unit Members may use their cumulative years of MCAS service to qualify for the Board's contribution toward their health insurance premiums. Effective October 1, 2015, the board shall provide the following percentages for a single plan:

~~1st year of MCAS service — 60%~~

~~2nd year of MCAS service — 65%~~

~~3rd year of MCAS service — 70%~~

~~4th year of MCAS service — 75%~~

~~5th year of MCAS service — 80%~~

~~As of July 1, 2015, Plan A will no longer be available as a choice to new hires.~~

~~Effective beginning with the 2022-2023 school year, the sliding scale will no longer exist.~~

- b. The Board shall provide seventy-five percent (75%), or an annual contribution of \$178,500—, whichever is less, toward of the cost of a family plan in the group hospitalization, major medical plan for all teachers choosing a family plan. See Appendix C for group hospitalization, major medical plan specifications. The insurance carrier and plan specifications will be mutually agreed to by the parties. In order to participate in the group hospitalization, major medical plan, (other than in the case of a qualifying event, such as divorce, or death or layoff of a spouse a teacher must sign up to participate within thirty (30) calendar days of initial employment.
- c. A teacher who teaches less than a full day shall receive a pro-rated share of the Board's contribution toward the group hospitalization, major medical plan based upon the pro-rated number of hours worked.
- d. In the event that a teacher's spouse is also an employee of the Michigan City Area Schools eligible for participation in the school corporation's group hospitalization, major medical plan, the Board shall pay the greater of eighty-five percent (85%) of two (2) single plans or seventy-five percent (75%) of a family plan for a teacher choosing a family plan. Bargaining unit members who do not have dependents will only be entitled to single plans.
- If hired before January 1, 2006, in the event a teachers spouse is also an employee of MCAS, eligible for participation in the school corporation's group hospitalization plan major medical plan, the board shall pay the full premium, less one dollar per year paid by the participating teacher, towards a family plan for a teacher choosing a family plan.
- e. A teacher who is granted an unpaid leave of absence may continue group hospitalization, major medical plan coverage provided payments of the full premium are made to the payroll office by the 20th of each month for coverage the following month.
- f. When a teacher resigns or is granted an unpaid leave of absence during the school year, the group hospitalization, major medical plan coverage will discontinue at the first of the month for which no premium payment has been made. When a teacher resigns or is granted an unpaid leave of absence at the end of a school year or during the summer months, the group hospitalization, major medical plan coverage will continue through September.

- g. In the event that a teacher, absent because of illness, has exhausted PTO days and has not resigned or taken a leave of absence, the group hospitalization, major medical plan coverage shall continue through the duration of the teacher's current contract. It will be necessary for the teacher to provide payment of the full premium to the payroll office. (See also Article III, Section B.)
- h. In the event that a teacher, absent because of injury related to their job responsibilities for the school corporation, has exhausted PTO days and has not resigned or taken a leave of absence, the Board shall continue to provide its share of the premium for the group hospitalization, major medical plan coverage for the duration of the teacher's current contract.

2. Dental Insurance

- a. The Board shall provide eighty-five percent (85%) of the cost of a single dental plan in the group dental plan for all teachers choosing a single dental plan. The Board shall provide seventy-five percent (75%) of the cost of a family dental plan in the group dental plan for all teachers choosing the family dental plan. See Appendix C for group dental plan specifications. The insurance carrier and plan specifications will be mutually agreed to by the parties. In order to participate in the group dental plan, (other than in the case of a qualifying event, such as divorce, or death or layoff of a spouse) a teacher must sign up to participate within thirty (30) calendar days of initial employment.
- b. A teacher who teaches less than a full day shall receive a pro-rated share of the Board's contribution toward the group dental plan based upon the pro-rated number of hours worked.
- c. In the event that a teacher's spouse is also a full-time employee of the corporation the Board shall pay the full premium, less one dollar (\$1.00) per year paid by the participating teacher, towards a family plan in the group dental plan for a teacher choosing a family plan.
- d. A teacher who is granted an unpaid leave of absence may continue group dental plan coverage provided payments of the full premium are made to the payroll office by the 20th of each month for coverage the following month. (See also Article III, Section B.)

3. Life Insurance

- a. The Board shall pay the full premium, less one dollar (\$1.00) per year paid by the participating teacher, for a fifty thousand dollar (\$50,000) group life insurance policy (including accidental death and dismemberment coverage) for each teacher.
- b. This group life insurance provides that if a teacher leaves the corporation at the minimum age of fifty-five (55) or older and has been covered by the group life insurance policy as an employee of the corporation for a minimum of eight (8) years, the teacher may elect to continue coverage by paying, at their expense, to age sixty-five (65), the monthly premiums on a group life insurance policy in the amount of fifteen thousand dollars (\$15,000), which is thirty percent (30%) of the value of the group term life insurance for members of the bargaining unit, fifty thousand dollars (\$50,000). These premiums must be submitted to the payroll office no later than the 20th of each month for coverage the following month.
- c. A teacher who retires after age sixty-five (65), who has been employed by the Michigan City Area Schools for a minimum of fifteen (15) years at the time of retirement, will be provided at retirement with a paid up life insurance policy in the amount of fifteen thousand dollars (\$15,000), which is thirty percent (30%) of fifty

thousand dollars (\$50,000), the value of the group life insurance for members of the bargaining unit.

A teacher who retires before age sixty-five (65), but after age fifty-five, who has been employed by the Michigan City Area Schools for a minimum of fifteen (15) years at the time of retirement, and continues coverage at their own expense from the date of retirement until age sixty-five, will be provided with a paid up life insurance policy in the amount of fifteen thousand dollars (\$15,000).

4. Long Term Disability Insurance

The Board shall pay the full premium, less one dollar (\$1.00) per year paid by the participating teacher, for long term disability insurance for each teacher. The long term disability insurance shall provide for a minimum benefit of two-thirds (2/3) salary to age seventy (70). The long term disability insurance shall have a one hundred eighty (180) calendar day elimination period.

5. Liability Insurance

The Board shall provide, on a fully paid basis, liability insurance for all teachers in the case of suit arising from the performance of their duties.

6. Vision insurance

The Board shall provide, on a fully paid basis, vision insurance for all teachers.

B. Section 125 of the U.S. Internal Revenue Code

Pursuant to Section 125 of the U.S. Internal Revenue Code the Board will provide a Flexible Benefit Spending Plan. This Flexible Benefit Spending Plan allows a teacher to convert their contribution toward the group hospitalization, major medical insurance to pre-tax dollars. In addition, this Flexible Benefit Spending Plan allows some unreimbursed medical and dependent daycare expenses to also be converted to pre-tax dollars. Withholdings for the Section 125 Flexible Benefit Spending Plan shall be made over (18) eighteen pays. All administrative fees shall be paid by the Board.

C. Retirement

1. For the purpose of this article, employee(s) means member(s) of the MCEA bargaining unit. Each employee shall have a 401(a) plan administered by Security Benefit Corporation. The School Corporation will contribute to every teacher eligible for the Retirement Savings Plan under regular contract an amount equal to two percent (2%) of the teacher's regular salary to the teacher's account.
 - . The School Corporation shall deposit employer contributions for each employee into an individual account for the employee in a 401(a) plan on a bimonthly basis.
 - a. Security Benefit Corporation or its agents shall be the sole administrator of employer contributions to the 401(a) plan.
 - b. School employees will have the option of continuing to invest their dollars in tax-deferred annuities [401(a) and 403(b)] for which money is already being deducted from the employee's salary, if any, or another tax-deferred annuity offered by Security Benefit Corporation.
 - c. Twenty percent (20%) of the contributions to a 401(a) account on behalf of a teacher will vest with a teacher after the teacher completes one (1) year of service with the Michigan City Area Schools. Forty percent (40%) of the contributions to a 401(a) account on behalf of a teacher will vest with a teacher after the teacher completes two (2) years of service with the Michigan City Area Schools. Sixty percent (60%) of the contributions to a 401(a) account on behalf of a teacher will vest with a teacher after the teacher completes three (3) years of

service with the Michigan City Area Schools. Eighty percent (80%) of the contributions to a 401(a) account on behalf of a teacher will vest with a teacher after the teacher completes four (4) years of service with the Michigan City Area Schools. One hundred percent (100%) of the contributions to a 401(a) account on behalf of a teacher will vest with the teacher after the teacher completes five (5) years of service with the Michigan City Area Schools. For purposes of this Article, one (1) year of service shall be credited upon completion of one hundred twenty (120) school days in a given school year.

- d. A teacher whose employment is terminated prior to vesting will have the value of their Retirement Savings Plan forfeited to the plan and that amount will be redistributed among those remaining in the plan as part of the School Corporation's next required contribution
- e. Following retirement and the satisfaction of the requirements in Section d. Above, the assets of the 401(a) account become the property of the teacher and in the event of death, the teacher's designated beneficiary, or estate, if no beneficiary exists on the teacher's 401(a) account.

2. Retirement Incentive

This is a benefit available to bargaining unit members who reach the age of 57 and have completed 20 years of service with the Corporation. If a qualifying bargaining unit member notifies the Superintendent's Office by March 15 of his or her retirement effective at the conclusion of that School year, he or she is eligible for this early retirement incentive. This benefit will be a total of \$10,000 paid out over the first two years of retirement. Any teacher interested must submit their intent by March 15, and there will be a maximum of 20 teachers. The incentive is as follows:

- If you retire at the end of the school year a deposit of \$5,000 will be paid in your existing 401a account by September 1 of the year you retire and the following year by September 1

3. Retiree Health Insurance

The Board shall contribute on behalf of a retired teacher an amount equal to one hundred percent (100%) of a single health insurance plan, or annual contribution of \$7,500, whichever is less, toward a health or dental insurance plan available to teachers through the Michigan City Area Schools. The retired teacher shall be eligible to receive this Board contribution toward retiree health insurance until the teacher becomes eligible for Medicare coverage prescribed by 42 USC 1395 et seq

In order to be eligible for retiree health insurance a retired teacher must meet the following criteria:

- a. The teacher must be at least 57 years of age by June 30 at the end of their final school year of employment.
- b. Be at least fifty five (55) years of age and meet the minimum requirements for retirement established by the Indiana Teachers Retirement Fund (TRF). Will not be eligible for the retirement incentive of \$10,000 noted in item 2.
- c. The teacher must have been employed by the Michigan City Area Schools for a minimum of 20 years at the time of retirement. For purposes of this Article, one (1) year of service shall be credited upon completion of one hundred twenty (120) school days in a given school year.
- d. The teacher must submit written notification of intent to retire to the Superintendent no earlier than October 1, but prior to March 15, of the school year at the end of

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which they intend to retire. This written notification of intent to retire may not be revoked once it has been submitted to the Superintendent.

- e. The teacher must complete a full year of teaching service during the final school year prior to retirement. (The teacher cannot leave at the end of the first semester and still be eligible for retiree health insurance.) Exceptions to this requirement may be made for extenuating circumstances with the Superintendent's approval.

Teachers must apply yearly to the payroll office by March 15 to receive the retiree health insurance benefit.

A maximum of twenty (20) teachers shall be eligible to retire and receive the Board contribution to retiree health insurance in a given school year. If more than twenty (20) teachers eligible to receive retiree health insurance submit written notification of intent to retire to the Superintendent, the first twenty (20) teachers to submit written notification to the Superintendent shall be eligible to receive the Board contribution toward retiree health insurance. Exceptions to the limit of twenty (20) teachers may be made by the Board for a given teacher in the case of extreme hardship. This limit does not apply to teachers who are not eligible to receive retiree health insurance.

4. Retirement Benefits

Information on benefits may be found in the office of the Chief Financial Officer.

Article V Compensation

A. Salary Range

For the 20~~23~~²⁴-20~~24~~²⁵ school year the salary range is \$~~45,500~~^{2,900} to \$~~92,349~~^{1,95} after increases and for the 20~~24~~²⁵-20~~25~~²⁶ school year the salary range is \$~~46~~^{5,000} to \$~~92,349~~

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B. Base Salary Increases

1. Amount available for base salary increases for the 20~~23~~²⁴-20~~24~~²⁵ school year will be \$~~43,500~~ per person, ~~and for the 2022-2023 school year the increase will be \$3,500 of the base salary.~~

2. General Eligibility

- Teachers receiving an Effective or Highly Effective rating for the previous year's evaluation and who have worked for a minimum of 120 days in the previous school year shall be eligible for the following increases in base compensation.
- Teachers receiving an ineffective rating or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.

3. Factors

- Evaluation Rating – The teacher received a highly effective or effective rating the prior year.
- Year of Experience – The teacher was employed in the corporation for at least 120 days in the prior year.
- Academic need – The need to retain teachers with one or more years' experience with a salary at or below the new teacher minimum \$~~45,500~~.

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4. Distribution

- 20 percent Experience
- 80 percent Evaluation Rating
- Evaluation rating—The teacher received a highly effective or effective evaluation rating for the prior year. The increase for this factor is \$3,200 per eligible teacher.
- Experience—The teacher has worked a minimum of a 120-day contract in the previous school year. The increase for this factor is \$800.

Any funds otherwise allocated for teachers who were rated Ineffective or Improvement Necessary will be equally redistributed to all teachers who were eligible for an increase under the compensation plan. The redistribution will be in the form of a stipend that will be paid no later than the end of the contract year.

C. New Teacher Hiring Placement.

The minimum starting salary for a first year new hire will be \$~~45,500~~^{2,900} as set forth in Appendix A. A new certified teacher cannot receive compensation that exceeds compensation earned by a currently employed MCAS teacher of the same amount of experience or licensing or a salary that exceeds the contract salary range. However, the Superintendent/ or Superintendent's designee retains the right to determine salaries for difficult to fill positions. If the Superintendent/ or Superintendent's designee uses their discretion to adjust a salary for a difficult to fill position, they will discuss the decision with the Association.

D. Additional Compensation

1. A teacher who teaches one (1) additional instructional period daily for an entire school year shall receive additional compensation in an amount equal to the teacher's base salary

multiplied by .10. If a teacher teaches additional instructional periods in an amount that varies from one (1) additional instructional period daily for an entire school year the additional compensation the teacher will receive shall be prorated. If a teacher is assigned additional responsibilities other than teaching additional instructional periods, the Board and the Association will mutually agree as to the appropriate additional compensation while bargaining inside of the formal bargaining timelines.

2. An elementary teacher who teaches a split class daily for an entire school year shall receive additional compensation in an amount equal to the teacher's base salary multiplied by .20. If a teacher teaches a split class for a period less than an entire school year the additional compensation the teacher will receive shall be prorated. When multi-age grouping is being utilized as a classroom strategy by the teachers involved on a voluntary basis, this shall not be considered a split class.
3. For the following school year, unless a teacher is again offered additional compensation pursuant to this section, the teacher shall automatically be returned to the position on the teachers' regular teacher contract as determined by individual teacher contract to which the teacher is entitled by virtue of their education and years of experience and evaluation.
4. Preschool teachers shall receive a 1.05 contract.

E. Summer School

1. Salary Payments

The term summer school for the purpose of this article shall refer to any summer school class, and/or program. Summer school positions shall be paid at the teacher's regular hourly rate as determined by placement on the regular teacher contract , ~~except for driver's education teachers who will be paid as specified in Special Assignments Schedule, Appendix B.~~

2. Absences

The absence policy, as stated in this contract, applies to summer school assignments. One half (1/2) day will be recorded and deducted from accumulated personal leave days or from salary, except for any sessions more than 4 hours and 15 minutes in length, in which case, one day of absence will be recorded and deducted from accumulated personal leave or from salary. (If the teacher has need for paid time off during the summer school session after July 2 and has exhausted personal leave days, they may use the following school year personal leave days.)

F. School Year Remediation

1. Teachers will be paid their hourly rate.

G. Committee Work

Compensation shall be provided for committee meetings outside the contractual work day. Each hour or major fraction will result in one (1) point. Six (6) points will equal a \$250.00 stipend effective November 1, 2021. Committee work will be compensated using form 342.

H. Professional Development Compensation

Teachers attending in-service meetings or curriculum meetings shall be compensated based on the following:

1. The administration provides the workshop or directs the curriculum meeting. (The activity cannot be self-elected or held off corporation grounds).
2. The meeting takes place after the regular school day or during the summer.

3. The teacher files form 269.
4. Method of Pay (School Year and Summer):
 - a) If the activity takes three (3) hours or less, the teacher shall earn \$125.00
 - b) If the activity takes more than three (3) hours, but less than six (6) hours, the teacher shall earn \$~~250~~0.00.

I. Mileage

Teachers who are assigned to more than one (1) school in any one (1) school day, or are otherwise authorized to use their automobile for assigned scheduled duties shall receive mileage expense at the rate designated by the US. Internal Revenue Service as adopted by the Board. Mileage claims shall be paid four (4) times a year.

J. Emergency Class Coverage

When a situation exists that makes it necessary to request a teacher give up his/her planning time to cover another teacher's class, combine their class with another or any portion thereof, or cover during specials because no substitute or administrator is available to cover the class, the building principal or their designee shall notify a teacher of the necessity and document the time.

A teacher covering such an assignment shall receive payment). Each hour or major fraction will result in one (1) point. Six (6) points will equal a \$~~125200.00~~ stipend. Teachers shall accrue time during each semester. The intent of this provision is to cover emergency situations, not to schedule several teachers for an extra class to accomplish a reduction in the teaching staff. This clause shall not apply for coaches who need to leave early for team related activities during their season. Other coaches may substitute for them as a courtesy to be repaid when the substitute's team is in season. When this happens there will be no coverage payment.

K. Salary Payments

1. Basic salaries for teachers shall be paid in twenty-six (26) payments in a given calendar year. Attendance at parent teacher conferences is mandatory.
2. The specific dates on which paychecks will be issued are included on the specific school calendar. Retiring teachers will be paid in full by June 30 provided the board has acted upon their retirement by June 1.
3. The deduction for a day without pay shall be 1/184 of a regular teacher's contract face value. Deductions for teachers on an extended contract shall be 1/number of days of the contract, times the contract face value.
4. The deduction for an hour without pay shall be one-sixth 1/(6) of 1/184 of a regular teacher's contract face value. Deductions for teachers on an extended contract shall be one-sixth 1/(6) of 1/number of days of the contract, times the contract face value

L. Payroll Deductions

Payroll deductions shall be made as follows:

1. Federal Income Tax
2. State Income Tax
3. Applicable local taxes

4. Social Security and Medicare Taxes
5. Teachers Retirement
6. Tax sheltered annuities:
 - (a) The corporation will permit changes to be made to TSA's to become effective on the following dates: January 1, April 1, July 1, and October 1.
 - (b) TSA carrier must be on Board approved list
 - (c) There shall be only thirteen (13) such carriers on the Board approved list

7. Association dues

The employer will follow all guidelines as set forth by Indian Code 20.29.5.6 are insufficient funds

8. Direct deposit to a financial institution of the teacher's choice
9. First Trust Credit Union and Members Advantage Credit Union
10. Teacher contributions to Insurance premiums
11. United Way
12. Section 125

M. Part-time Teachers

A teacher who teaches less than a full day shall receive a pro-rated share of the salary to which they would be entitled by virtue of their placement on the regular salary schedule based upon the pro-rated number of hours worked.

N. Teacher Attendance Stipend

1. A teacher attendance stipend encourages improved teacher attendance which will positively impact student growth and achievement in the classroom. Teachers will be compensated at a rate of \$100 per unused Personal Time Off (PTO) days not used during the school year (12 maximum per year).
2. Teachers will be compensated on the last pay period of the contractual period (26th pay).
3. Teachers must opt in for the stipend and may retain PTO days not used towards the stipend.

O. Background Checks

The school corporation shall pay the cost of any and all expanded criminal history checks and expanded child protection index checks for teachers currently employed by the Corporation that are required by the School Corporation or per IC 20-26-5-10.

P. Advanced Degree Stipend

1. teachers that acquire a master's degree outside of their content area or have earned zero (0) to nine (9) hours towards an endorsement, and have not been previously compensated by the corporation, will qualify for a one-time stipend of \$2,000. Official college transcripts verifying degree status will need to be submitted to the corporation personnel office on or before August 1, of the upcoming school year in order to be awarded that school year. Anyone receiving the stipend must be employed for one (1) calendar year following receipt or will be required to pay back the stipend.

2. teachers that acquire a master's degree within their content area or have earned twelve (12) plus hours towards an endorsement, will qualify for a one-time \$3,000 stipend. Official college transcripts verifying degree status will need to be submitted to the corporation personnel office on or before August 1, of the upcoming school year in order to be awarded that school year. Anyone receiving the stipend must be employed for one (1) calendar year following receipt or will be required to pay back the stipend.

Q Retention Bonus

The following are one time stipends and are not part of a base salary increase:

~~2023-1-20242 \$2,650 a milestone stipend (employed during the 2022-2023 school year) and still employed as of 10/28/2024. Issued in full on the November 19, 2024 pay~~

~~2023-2024 \$1,500 a milestone stipend (employed continuously since the 2019-2020 school year~~

~~2024--2025 \$2,650-35 retention bonus (employed during the 23-240-21 school year)-and still employed as of 10/28/2024). Issued in full on the November 19, 2024 pay.~~

~~2023-2024 \$1,500 a milestone stipend (employed continuously since the 2019-2020 school year~~

Teachers receiving an Effective or Highly Effective rating for the previous year's evaluation and who have worked for a minimum of 120 days in the previous school year shall be eligible for the retention bonus. Teachers receiving an ineffective rating or improvement necessary in the prior school year and/or have not worked a minimum of 120 days are not eligible for the retention bonus.

R. ECA Schedule

- a. The base salary of \$36,868 shall be the base for the ECA index.
- b. Only Michigan City Area Schools continuous satisfactory experience shall count.
- c. The sharing of positions will be decided on an individual basis through a memorandum of understanding. When the Administration and the Association agree to the shared duties of an extra-curricular position, those accepting the positions will not qualify for the experience factor. A person who requests and receives this shared duty will forfeit any continuous experience currently held in the contractual position. Any memorandum entered into will be for that school year only.
- d. An individual coach/sponsor of an activity will not lose experience credit in cases where the sport/activity is changed and the individual remains the coach/sponsor of the new activity.

S. ECA Retention

- a. Retention will be dependent on satisfactory performance. A continuous experience factor shall be added for all extra curricular positions except Section C above as an incentive for those now holding these positions to continue holding them.
- b. Continuous Experience factor schedule:
 - For positions paying less than \$750:
 - \$0 for 0-3 years experience in the position
 - \$50 for 4-7 years experience in the position
 - \$100 for 8 or more years experience in the position.
 - For positions paying \$750 to less than \$1500:
 - \$0 for 0-3 years experience in the position
 - \$100 for 4-7 years experience in the position
 - \$200 for 8 or more years experience in the position.
 - For positions paying \$1500 or over:
 - \$0 for 0-3 years experience in the position

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\$150 for 4-7 years experience in the position

\$300 for 8 or more years experience in the position.

**Article VI
Agreement Summary**

- A. MCAS and MCEA recognize during the period of this contract certain language items may come up that were not anticipated prior to the figuring of this contract Both parties agree to discuss such issues and make such modifications as mutually agreed and ratified by the parties.
- B. This contract was ratified on November 14, 2023 and shall be effective as of July 1, 2023 and shall continue in effect through June 30, 2025.
- C. This contract supersedes and cancels all inconsistent previous agreements, verbal or written or based on alleged past practices, between the Employer and the exclusive representative and constitutes the entire agreement between the parties.
- D. There shall be two (2) original copies of this contract. One (1) copy shall be retained by the Board and one (1) by the Association.

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Compliant

The undersigned attest to the following:

- 1. A public hearing was held in compliance with I.C. 20-29-6-1(b) on August 23, 2023 and electronic participation from the parties and/or public was permitted; and
- 2. A public meeting in compliance with I.C. 20-29-6-19 was held on November 7 2023, to discuss the tentative agreement and electronic participation from the governing body and/or public was permitted.

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This contract is so attested by the signatures below.

MICHIGAN CITY EDUCATION ASSOCIATION

Mandy Chastain, President

Steven Barnes, Bargaining Team Member

Jennifer Buchanan, Bargaining Team Member

Kenneth Callaway, Bargaining Team Member

Kristina Cole, Bargaining Team Member

Adam Goebel, Bargaining Team Member
Member

Charles Halberstadt, Bargaining Team Member

Erica Iacovetti, Bargaining Team Member

Scott Masson, Bargaining Team Member

Daniel McKinney, Bargaining Team Member

BOARD OF SCHOOL TRUSTEES

Marty Corley, President

Thomas Dombkowski , Vice President

Jenilee Peterson, Secretary

Deborah Chubb, Board Member

Donald Dulaney, Board Member

~~Michael Gresham~~~~Theresa Edwards~~, Board
Member

~~Phyllis Stark~~~~Peggy Rose~~, Board Member

APPENDIX A

New Hire Salary and Current Salary Range

Starting teacher salary will be \$45,500

For ECA indexes, the amount will remain frozen at 36868 amount

Row	23-24 SY	24-25 SY
A	45,500	46,000
B	46,100	46,600
C	46,700	47,200
D	47,300	47,800
E	47,900	48,400
F	48,500	49,000
G	49,100	49,600
H	49,700	50,200
I	50,300	50,800
J	50,900	51,400
K	51,500	52,000
L	52,100	52,600
M	52,700	53,200
N	53,300	53,800
O	53,900	54,400
P	54,500	55,000
Q	55,100	55,600
R	55,700	56,200
S	56,300	56,800
T	56,900	57,400

Appendix B

MICHIGAN CITY AREA SCHOOLS

A. Index Schedule For Extra-Curricular Positions

The number of positions is included for informational purposes only and was not bargained

Index Position

- 0.270 Head Football
Head Boys Basketball
Assistant AD
Head Girls Basketball
- 0.201 Head Boys & Girls Swimming Coach (one position)
Head Boys & Girls Track (one position)
- 0.184 Citywide Middle School Athletic Director
- 0.155 Head Boys Track
Head Girls Track
Head Baseball
Head Softball
Head Volleyball
Head Boys Wrestling
Head Girls Wrestling
Head Boys Volleyball
- 0.151 Head Boys and Girls Cross Country (one position)
- 0.127 Head Boys Cross Country
Head Girls Cross Country
Head Gymnastics
Head Boys Soccer
Head Boys Swimming Coach
Head Girls Swimming Coach
Head Girls Soccer
Assistant Boys Basketball
Assistant Girls Basketball
Assistant Football (6)
- 0.121 Junior Varsity Boys Basketball
Junior Varsity Girls Basketball
- 0.109 Head Boys Tennis
Head Girls Tennis
Boys Golf
Girls Golf
Varsity Cheerleaders
Assistant Varsity Track Boys
Assistant Varsity Track Girls
Head Unified Track
MCJROTC Drill Team Coach
- 0.098 Assistant Varsity Baseball
Assistant Varsity Wrestling (2)
Assistant Softball
Assistant Varsity Volleyball
Assistant Junior Varsity Boys Basketball
Assistant Junior Varsity Girls Basketball
Assistant Boys Varsity Volleyball

Appendix B

MICHIGAN CITY AREA SCHOOLS

A. Index Schedule For Extra-Curricular Positions

The number of positions is included for informational purposes only and was not bargained

Index Position

- 0.092 Middle School Athletic Director (no release period) (2)
Elementary Athletic Director (no release period)
Junior Varsity Baseball
9th Grade Boys Basketball
9th Grade Girls Basketball
9th Grade Football (3)
Junior Varsity Softball
Varsity Conditioning Position
Head Boys & Girls Diving Coach
Junior Varsity Volleyball
Assistant Boys Track (2)
Assistant Girls Track (2)
High School ~~Auditorium Stage~~-Manager (no release period)
- 0.086 High School Assistant Swimming Coach
Assistant Junior Varsity Baseball
Assistant Junior Varsity Softball
Assistant Gymnastics
Substitute Principal
- 0.081 High School Vocal Coordinator
High School ~~Auditorium Stage~~-Manager (release period)
High School Academic Competition Coord.
High School Speech & Debate Coach (2)
Stage Manager (Elston Bldg.)
- 0.075 9th Grade Baseball
9th Grade Cheerleaders
Wolfettes
Assistant 9th Grade Boys Basketball
Assistant 9th Grade Girls Basketball
Assistant Boys Varsity Tennis
Assistant Girls Varsity Tennis
Assistant Boys Varsity Soccer
Assistant Girls Varsity Soccer
Assistant Boys Cross Country
Assistant Girls Cross Country
Assistant Unified Track (2)
- 0.069 High School Department Chairperson (14 teachers or more will teach
4 classes and have no supervisory period)
High School Department Chairperson (8 teachers or more will teach
4 classes and have a supervisory period)
High School Department Chairperson (3-7 teachers will teach
5 classes and have no supervisory period)
Middle School Department Chairperson(s)
Middle School Team Leader
Edmentum Coordinator
- 0.058 Assistant Varsity Cheerleaders
9th Grade Volleyball
Middle School Head Baseball (one city wide)
Middle School Head Softball (one city wide)

Middle School Head Boys Cross Country (one per building)

Appendix B

MICHIGAN CITY AREA SCHOOLS

A. Index Schedule For Extra-Curricular Positions

The number of positions is included for informational purposes only and was not bargained

Index Position

0.058 Continued

Middle School Head Girls Cross Country (one per building)
Middle School Head Boys Soccer (one city wide)
Middle School Head Girls Soccer (one city wide)
~~Middle School Assistant Boys Cross Country~~
Middle School Head Boys Golf (one city wide)
Middle School Head Girls Golf (one city wide)
Middle School Head Boys and Girls Tennis (city wide)
Middle School Head Boys Swimming (one citywide)
Middle School Head Girls Swimming (one citywide)
Middle School Head Gymnastics (one citywide)
Middle School Head Wrestling (one citywide)
Cheerleading (7th-8th) (one per building)
Volleyball (8th) (one per building)
Volleyball (7th) (2)
Girls Basketball (8th) (one per building)
Boys Basketball (8th) (one per building)
Boys Basketball (7th) (one per building)
Girls Basketball (7th) (one per building)
Football (7 and 8th)
Boys Track (7th, 8th) (City Wide)
Girls Track (7th, 8th) (City Wide)
High School Assistant Academic Coach (4)
Teacher Computer Technician
Middle School Athletic Director (1 release period)
K-8 Curriculum Lead Teacher

0.046 Lunch Supervisors
High School Play Director (2)
High School Yearbook
High School Newspaper
Middle School Team Leader (1 per building team including rotation team)
Middle School Academic Coach (2 per building)
Middle School Volleyball Assistant 8th grade (one per building)
Middle School Volleyball Assistant 7th grade (one per building)
Middle School Boys and Girls Tennis Assistant (city wide)
Citywide Middle School Football Assistant 7th-8th grade (2)
Citywide Middle School Boys Track Assistant 7th-8th grade (1)
Citywide Middle School Girls Track Assistant 7th-8th grade (1)
Citywide Middle School Wrestling Assistant 7th-8th grade (1)
Citywide Assistant Cross-Country Middle School 1 Boys and Girls

0.040 Elementary Boys Soccer
Elementary Girls Soccer
Elementary Boys Basketball
Elementary Girls Basketball
~~Elementary Volleyball~~
Elementary Coed Intramurals
Middle School Intramurals (1 per building)
High School Class Sponsors (11th grade) (2)

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Appendix B

MICHIGAN CITY AREA SCHOOLS

A. Index Schedule For Extra-Curricular Positions

The number of positions is included for informational purposes only and was not bargained

Index Position

- 0.035 Breakfast Supervisors
Middle School Play Director (one per building)
High School Student Government
High School Class Sponsors (12th grade) (2)
- High School Assistant Vocal Coordinator
High School Honor Society Advisor (1)
Elementary Newsletter, Literary Magazine or Media Communications
Elementary Radio
Elementary Student Council or Elementary National Honor Society
Middle School Student Council
Middle School Honor Society (one per building)
Elementary Special Olympics (1/sport) (3 City Wide)
Secondary Special Olympics (1/sport) (3 City Wide)
Art, Music, PE Chairpersons (Elementary)
Elem. EC Position as proposed by BLT (3/school)
Mentors for new teachers (one per new teacher)
- 0.029 Michigan City Children's Choir (2) (City Wide)
High School Set Designer (2)
High School Music Director (play)
Middle School Band Conductor
Middle School Choral Conductor
High School Class Sponsors (10th grade) (2)
Flag Corp Director
- 0.023 Assistant Varsity Conditioning (2)
High School Pep Band Director
High School Jazz Band Director
High School Choreographer
Middle School Yearbook
Middle School Newspaper
Middle School Music Director (City Wide)
High School Class Sponsor (9th grade) (2)
Middle School Choreographer (City Wide)
Middle School Set Designer (City Wide)
Technology Chairperson (K-12)
Challenge Ed. Coordinator

Appendix B MICHIGAN CITY AREA SCHOOLS

B. Co-Curricular Index Schedule

The number of positions is included for informational purposes only and was not bargained

Index Position

- 0.185 High Need Counselor
- 0.110 High School Instrumental Music / Marching Band / Competitive Programs
- 0.070 High School Assistant Instrumental Music / Marching Band / Competitive Programs
- 0.046 Webmaster
- 0.023 Skills USA
BPA Competition
- 0.016 Teacher Interventionist

C. Special Assignments This is for information only and has not been bargained

- ~~1. Drivers Education Salary Base x .00098 x hours~~
2. Extended Contracts

- a. Cooperative Training Teachers will be granted extended contracts based on the following:

One (1) extra day (to be worked in the summer) for every two (2) students enrolled in the program as of April 15 of any school year. The maximum shall be fifteen (15) extra days.

Cooperative Training Teachers are:

Marketing Education	Child Care
Cooperative Health Occupations	Business Cooperative Experience
Industrial Cooperative Education	

- b. Special Education Work Placement Instructor and EMH Cooperative Education Teacher will be granted extended contracts based on one (1) extra day to be worked in the summer for each student enrolled in the program. The maximum shall be ten (10) extra days.

- c. Counselors in grades 9 through 12, will be granted extended contracts of 10 extra days.

Counselors in grades 6-8, will be granted extended contracts of five (5) extra days.

Appendix B

The number of positions is included for informational purposes only and was not bargained

MICHIGAN CITY AREA SCHOOLS

- d. Behavior Specialists will be granted extended contracts of up to five (5) extra days.
- e. All extended days (paid over the summer) will be paid at their daily rate determined by their placement on the regular salary schedule in Appendix A in the previous school year.

~~3. ECA Schedule~~

APPENDIX C

The number of positions is included for informational purposes only and was not bargained

**MICHIGAN CITY AREA SCHOOLS
INSURANCE SPECIFICATIONS**

MEDICAL

The health insurance provided will be through Anthem.

Deductible to be paid before benefits are paid:

Service	Plan A	Plan B	Plan C	Plan D
	In Network	In Network	In Network	In Network
Deductible - Individual In Network	\$200	\$750	\$1,500	\$5,000
Deductible - Family In Network	\$600	\$2,250	\$3,000	\$10,000

Medical Maximum: Out of Pocket (including deductible):

Service	Plan A	Plan B	Plan C	Plan D
Out of Pocket - Ind (includes deductible)	\$700	\$3,000	\$3,000	\$6,050
Out of Pocket - Fam (includes deductible)	\$1,600	\$6,000	\$6,000	\$12,100

Plan A - PPO Plan
Plan Pays: 85%
You Pay: 15%

Plan B - PPO Plan
Plan Pays: 80%
You Pay: 20%

Plan C - High Deductible Health Plan
Plan Pays: 90%
You Pay: 10%

Plan D - High Deductible Health Plan
Plan Pays 100%

DENTAL

Dental Insurance provided will be through Reliant Standard.

Plan 1: Dental Plan Summary for Teachers		Effective Date: 7/1/2021
Plan Benefit		
Type 1		100%
Type 2		90%
Type 3		60%
Deductible		\$50/Calendar Year Type 2 & 3 Waived Type 1
Maximum (per person)		\$150/family
Allowance		\$1,500 per calendar year
Maximum Rewards		90th U&C
Waiting Period		Included
		None

Orthodontia Summary - Child Only Coverage	
Allowance	U&C
Plan Benefit	50%
Lifetime Maximum (per person)	\$1,250
Waiting Period	None

VISION

Plan 1: Sharper Vision Plan Summary for Teachers		Effective Date: 7/1/2021
	VSP Choice Network + Affiliates	Out of Network
Deductibles	\$0 Exam	\$0 Exam
Annual Eye Exam	\$0 Eye Glass Lenses or Frames*	\$0 Eye Glass Lenses or Frames
Lenses (per pair)	Covered in full	Up to \$45
Single Vision	Covered in full	Up to \$30
Bifocal	Covered in full	Up to \$50
Trifocal	Covered in full	Up to \$65
Lenticular	Covered in full	Up to \$100
Progressive	See lens options	NA
Contacts		
Fit & Follow Up Exams	Member cost up to \$60	No benefit
Elective	Up to \$130	Up to \$105
Medically Necessary	Covered in full	Up to \$210
Frame Allowance	\$130**	Up to \$70
Frequencies (months)		
Exam/Lens/Frame	12/12/24	12/12/24
	Based on date of service	Based on date of service

*Deductible applies to a complete pair of glasses or to frames, whichever is selected.
 **The Costco and Walmart allowance will be the wholesale equivalent.

Lens Options (member cost)*		
	VSP Choice Network + Affiliates (Other than Costco)	Out of Network
Progressive Lenses	Up to provider's contracted fee for Lined Bifocal Lenses. The patient is responsible for the difference between the base lens and the Progressive Lens charge.	Up to Lined Bifocal allowance.
Std. Polycarbonate	Covered in full for dependent children	No benefit
Solid Plastic Dye	\$33 adults	No benefit
	\$15	No benefit
	(except Pink I & II)	
Plastic Gradient Dye	\$17	No benefit
Photochromatic Lenses (Glass & Plastic)	\$31-\$82	No benefit
Scratch Resistant Coating	\$17-\$33	No benefit
Anti-Reflective Coating	\$43-\$85	No benefit
Ultraviolet Coating	\$16	No benefit

*Lens Option member costs vary by prescription, option chosen and retail locations.

APPENDIX D-1

**MICHIGAN CITY AREA SCHOOLS
GRIEVANCE REPORT FORM**

Name _____ Date _____
Building assignment _____ Position _____
Immediate supervisor _____
Date on which cause of grievance occurred _____

Specify articles of the contract which the grievant claims to be in violation _____

Brief statement of the facts constituting the grounds for the alleged contract violation. (If additional space is needed, attach additional sheet.)

Relief requested _____

Step I

PRINCIPAL, IMMEDIATE SUPERVISOR OR DIRECTOR

Conference date _____
Names of parties in attendance _____

Decision _____

(If additional space is needed, attach an additional sheet.)

Date of decision _____

Signature

Distribution of Form:
White - SUPERINTENDENT
Yellow - SUPERVISOR
Pink - ASSOCIATION
Goldenrod - TEACHER

APPENDIX D-2

Name of Grievant _____
Date originally filed _____

**MICHIGAN CITY AREA SCHOOLS
GRIEVANCE REPORT FORM**

Step II

ASSISTANT SUPERINTENDENT

Specify those issues which you maintain have not been resolved to your satisfaction at the previous level, and your reasons for same.

(If additional space is needed, attach an additional sheet.)

Grievant's Signature

Date received _____ Conference date _____
Names of parties in attendance _____

Decision _____

(If additional space is needed, attach an additional sheet.)

Date of decision _____

Assistant Superintendent

- Distribution of Form
White - SUPERINTENDENT
Yellow - SUPERVISOR
Pink - ASSOCIATION
Goldenrod - TEACHER

APPENDIX D-3

Name of Grievant _____
Date originally filed _____

**MICHIGAN CITY AREA SCHOOLS
GRIEVANCE REPORT FORM**

Step III

SUPERINTENDENT

Specify those issues which you maintain have not been resolved to your satisfaction at the previous level, and your reasons for same.

(If additional space is needed, attach an additional sheet.)

Grievant's Signature

Date received _____ Conference date _____
Names of parties in attendance _____

Decision _____

(If additional space is needed, attach an additional sheet.)

Date of decision _____

Superintendent

- Distribution of Form
White - SUPERINTENDENT
Yellow - SUPERVISOR
Pink - ASSOCIATION
Goldenrod - TEACHER

STEP IV - ARBITRATION

APPENDIX E

Form 596
Rev. 11/2021

Sick Leave Bank Deposit Form

I hereby donate one (1) day of my available paid time off (PTO) days to the Sick Leave Bank for use by qualified participants as determined by the sick leave committee. I understand that this one (1) donated day will be deducted from my existing available PTO days, and all donated days lose their identity. I also understand that when the Sick Bank Account falls below twenty-five (25) days, an obligatory assessment of one (1) PTO day shall be made upon all members of the bank.

_____ Date _____ Signature

_____ Printed Name



RECEIVED ON _____ 20_____
BY _____ SCHOOL _____
MCEA Representative

RECEIVED ON _____ 20_____
BY _____
Chairperson, Sick Leave Bank Committee

RECEIVED ON _____ 20_____
BY _____
Payroll Representative

cc: Human Resources

APPENDIX F

Form 606
Rev. 11/2021

Retiree Leave Bank Deposit Form

I hereby donate _____ days of my available paid time off (PTO) days to the Sick Leave Bank for use by qualified participants as determined by the Sick Leave Committee. I understand that upon retirement these donated days will be deducted from my existing available PTO days and all donated days lose their identity.

I hereby donate _____ days of my available paid time off (PTO) days to the Public Health Emergency Bank for use by qualified participants as determined by the Public Health Emergency Committee. I understand that upon retirement these donated days will be deducted from my existing available PTO days and all donated days lose their identity.

_____ Date _____ Signature

_____ Printed Name



RECEIVED ON _____ 20_____
BY _____ SCHOOL _____
MCEA Representative

RECEIVED ON _____ 20_____
BY _____
Chairperson, Sick Leave Bank Committee

RECEIVED ON _____ 20_____
BY _____
Payroll Representative

cc: Human Resources

APPENDIX G



Form #584
Rev. 10/21

MICHIGAN CITY AREA SCHOOLS
APPLICATION FOR PAYOUT OF UNUSED PTO

STAFF MEMBER DATA	
Name: _____ Building: _____ Date Submitted: _____	
<p>In accordance with Article 5, N of the CBA,</p> <p>I hereby apply to receive a one-time cash payment for _____ unused Personal Time Off (PTO) days not used during the current school year. I understand that compensation is at a rate of \$100 per unused PTO (identified above). I further understand that once this request for compensation has been submitted, the PTO days will not be retained and will not be rolled over to accumulated days. <i>(Please fill in the number of days in the blank above.)</i></p>	
<p>My signature on this form indicates that I am opting in for the Teacher Attendance Stipend.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date Applicant Signature</p>	
<p style="text-align: center;">_____</p> <p style="text-align: center;">Approved on Associate Superintendent Signature</p>	
<p>Article 5, N: Teacher Attendance Stipend</p> <p>1. A teacher attendance stipend encourages improved teacher attendance which will positively impact student growth and achievement in the classroom. Teachers will be compensated at a rate of \$100 per unused Personal Time Off (PTO) days not used during the school year (12 maximum per year).</p> <p>2. Teachers will be compensated on the last pay period of the contractual period (26th pay).</p> <p>3. Teachers must opt in for the stipend and may retain PTO days not used towards the stipend.</p>	

Submit form to human resources within five (5) working days of the last teacher workday.
Please note: Payment will be made, once paperwork is completed, on the 26th pay.

For office use only:

Date Received in Personnel:		PTO Balance:	
Paycheck Date Paid		Retirement (Yes/No)	

APPENDIX H

Appendix

Certification of Domestic Partnership

Please complete this form if you would like to cover your qualified domestic partner and, if applicable, your domestic partner's eligible child(ren) in _____'s Group Health, Vision, Dental and Long-Term Care Benefits plans. For additional information, please contact the Personnel Office.

Employee Information

Name _____ SSN _____ DOB _____

Domestic Partner Information

Name _____ SSN _____ DOB _____

I _____ (Employee) certify and declare that _____ (Domestic Partner) and I are domestic partners in accordance with the following criteria:

1. We, as domestic partners, residing together at _____ (Address), are responsible for one another's common welfare, and share financial interdependence (as reflected in a joint mortgage, lease, deed, or credit cards; designation of domestic partner as primary beneficiary for life insurance, retirement benefits or a legal will or trust; or other evidence of joint financial responsibility).
2. We have been in this exclusive relationship, living in the same household, for at least 12 consecutive months and consider ourselves to be life partners.
3. Neither of us is legally married to anyone and we are not blood relatives.

Further, I _____ (Employee), understand that at the time this relationship no longer meets the criteria listed above, I am obliged to notify the Business Department within thirty (30) days by filing a Termination of Domestic Partner Status Form and affirming that a copy has been mailed to by domestic partner. In addition, I understand that the following requirements apply to domestic partner coverage through _____:

1. I understand that, as all _____ employees who elect Family, Employee/Spouse, Employee/Child coverage or avail themselves of spousal benefits, I may be required by _____ and health plan providers to provide additional information and documentation to substantiate this relationship and our eligibility for benefits. I will furnish such information as requested.
2. I will reimburse any expenses incurred or benefits provided as a result of any false statement in this document or by failure to file a Notice of Termination of Domestic Partner Status within thirty (30) days.

APPENDIX H

Language –

When used in the Agreement, the word “spouse” shall mean the spouse of the Employee under a legally valid existing marriage. The term “spouse” shall also include domestic partners that are registered with the MCAS Personnel Office.

APPENDIX H

Information on Eligible Dependent Children:

I declare that the child(ren) listed below:

- Are unmarried;
- Meet the age and other requirements for coverage of dependents under the medical and dental plans.

I understand that I am required to inform ISTA immediately of any changes in the dependent status of these children.

Name of Child	Gender of Child	Date of Birth	SSN	Employee's	Domestic Partner's
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Acknowledgments:

1. I have provided the information in this Certification for use by ____ for the sole purpose of determining my eligibility for certain domestic partner benefits. I understand that the information provided in this Certification will be treated as confidential by _____ but will be subject to disclosure: a) upon the express written authorization of the undersigned employee, b) upon the request of the insurer or plan administrator, or c) if otherwise required by law.
2. I understand that this Certification may have legal implications relating, for example, to the taxability of benefits provided, and that before signing this Certification I should seek competent legal advice concerning such matters.