

2023-2024  
MASTER CONTRACT  
BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
OF THE  
METROPOLITAN SCHOOL DISTRICT  
OF SHAKAMAK  
AND  
SHAKAMAK CLASSROOM TEACHERS ASSOCIATION

**TABLE OF CONTENTS**

**PAGE**

<b>ARTICLE I - Recognition .....</b>	<b>1</b>
<b>ARTICLE II - Entire Contract.....</b>	<b>2</b>
<b>ARTICLE III -- Management Rights .....</b>	<b>3</b>
<b>ARTICLE IV -- Leaves of Absence Which Are Paid or Salary and Wage Fringe Benefits .....</b>	<b>3</b>
<b>ARTICLE V -- Sick Leave Bank.....</b>	<b>8</b>
<b>ARTICLE VI -- Compensation and Expenses .....</b>	<b>10</b>
<b>ARTICLE VII -- Fringe Benefits.....</b>	<b>13</b>
<b>ARTICLE VIII -- Severance Benefits .....</b>	<b>15</b>
<b>ARTICLE IX -- Retirement Benefits .....</b>	<b>17</b>
<b>ARTICLE X -- Grievance Procedure .....</b>	<b>20</b>
<b>ARTICLE XI -- Term of Agreement .....</b>	<b>24</b>
<b>Appendix A – Extra-Duty Pay Schedule .....</b>	<b>26</b>
<b>Appendix B -- Grievance Form.....</b>	<b>31</b>
<b>Appendix C -- 2023-2024 Pay Date Schedule .....</b>	<b>32</b>
<b>Appendix D – Grandfathered Teachers .....</b>	<b>33</b>
<b>Appendix E – Severance Benefit Election Form for the Last Year of Teaching.....</b>	<b>34</b>
<b>Appendix F – New Teacher Salary Schedule .....</b>	<b>35</b>
<b>Appendix G – Veteran Teacher Salary Schedule .....</b>	<b>36</b>

MASTER CONTRACT  
BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
OF THE  
METROPOLITAN SCHOOL DISTRICT  
OF SHAKAMAK  
AND  
SHAKAMAK CLASSROOM TEACHERS ASSOCIATION

THIS MASTER CONTRACT entered into this 25<sup>th</sup> day of October, 2023, by and between the Board of School Trustees of the Metropolitan School District of Shakamak, hereinafter called the "Board," and the Shakamak Classroom Teachers Association, hereinafter sometimes called the "Local Association," an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter called the "Association."

ARTICLE I

Recognition

Section 1. The Board hereby recognizes the Shakamak Classroom Teachers Association as the exclusive representative of all teachers in the school corporation.

Section 2. Definitions

- a. The term "teacher," when used in this Contract, shall refer to all certified personnel employed by the Board except the Superintendent, Assistant Superintendents, Athletic Director, Principals, and Assistant Principals.

- b. The terms "Board" and "Association" shall include authorized officers, representatives, and agents.
- c. The term "School Corporation," when used in this Contract, shall refer to the Metropolitan School District of Shakamak, in the counties of Greene and Clay in the State of Indiana.
- d. The term "emergency," when used in this Contract, shall refer to a condition or situation which could not have been anticipated under normal circumstances.
- e. When references are made to male teachers in this Contract, it also includes female teachers.

## ARTICLE II

### Entire Contract

Section 1. This Contract supersedes and cancels all previous agreements between the School Corporation and the Association as well as any alleged past practices of the School Corporation and this Contract constitutes the entire agreement between the parties.

Section 2. The parties agree that this Contract shall supersede any rules, regulations, policies, or practices of the Board which would be contradictory or inconsistent with the terms of this Contract. Any individual contracts between the Board and an individual member of the bargaining unit shall be made subject to this Contract.

Section 3. If any such individual contract made during the term of this Contract contains any language inconsistent with this Contract, this Contract shall prevail.

Section 4. Any amendment or agreement adding to, subtracting from, or supplemental to, this Contract shall not be binding upon either party unless it is executed in writing by each of the parties hereto.

Section 5. If any provision of this Contract or any application of this Contract to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE III

### Management Rights

Section 1. Subject to the provisions of Section 2 below, the Board, on its own behalf and on behalf of the school patrons in the School Corporation, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Indiana, and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. To the executive management and administrative control of the school system and its properties and facilities of its employees;
- b. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
- c. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

Section 2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Indiana and the Constitution and laws of the United States.

## ARTICLE IV

### Leaves of Absence Which Are Paid or Salary and Wage Fringe Benefits

#### Section 1. Sick Leave.

- a. Each teacher shall be entitled to be absent from work on account of illness or quarantine for a total of thirteen (13) days without loss of compensation.
- b. (i) If in any one (1) school year the teacher shall be absent for such illness or quarantine less than the prescribed number of days, the remaining days shall be accumulative to one hundred twenty (120) days. At the end of any school year in which a teacher's sick leave accumulation has exceeded the maximum accumulation as defined above, that excess accumulation shall be designated as annual

buy-back days and the teacher will be compensated Ninety Dollars (\$90.00) for each day in excess of the maximum accumulation. Such compensation for annual buy-back days shall be paid to the teacher's 401(a) account on or before June 30<sup>th</sup>. These 401(a) contributions will be vested upon deposit by the School District.

- c. Sick leave accumulation will be increased each year the equivalent of unused and unaccumulated personal leave days until the maximum accumulation is reached. A teacher may recommend to the School Corporation for its consideration the substitute of his/her choice.
- d. In the event any teacher shall have accumulated one (1) or more days of sick leave and shall thereupon become employed in this School Corporation, there shall be added according to the following schedule:

Years of Shakamak Experience	Days Transferred Annually (until depleted)
1-3 years	3 days
4-5 years	4 days
6+ years	5 days

- e. Teachers shall be given a written accounting of accumulated sick leave and accumulated absences by September 15 of each school year.
- f. If a returning teacher decides to resign within thirty (30) days of the first day of the school year, the returning teacher may only use accumulated personal leave days from the previous school year.

Section 2. Personal Leave.

Each teacher shall be entitled to three (3) days for the transaction of personal business and/or the conduct of personal or civic affairs during each year of such employment. Any unused personal business days shall accumulate as personal business days up to five (5) days. Any unused personal business days for the year above five (5) will be transferred to the teachers' accumulated sick leave days. Personal business days may not be taken without the written consent of the building principal at the first or last day of school, the day before or the day after a school break or recess.

If a returning teacher decides to resign within thirty (30) days of the first day of the school year, the returning teacher may only use accumulated personal leave days from the previous school year.

### Section 3. Family Illness.

The teacher shall be allowed to use accumulated sick leave in case of severe illness, illness to infant child, the day of birth of child, the hospitalization of a spouse following delivery of a child, or accident to a member of the immediate family of the teacher. The immediate family for this section is interpreted to mean: husband, wife, child, foster child, father, mother, brother or sister, grandparent, grandchild, or other relative for whom the teacher is providing care in his household. Relatives listed above shall include those established by blood, marriage, and step relations.

### Section 4. Family Medical Leave Act.

Bargaining unit members shall have the right to the appropriate family and medical leave and to the appropriate designated benefits provided by the Family Medical Leave Act ("FMLA"). Any provision of this Contract which restricts any leave or benefits of the FMLA will not have any effect for any bargaining unit member who has a right to a leave and/or benefit under the FMLA. The School Corporation may require a teacher to verify any information which an employer may require under the FMLA. All fringe benefits shall remain in effect during a family or medical leave, and the School Corporation shall continue its premium contributions for the duration of the leave.

### Section 5. Bereavement Leave/Family Leave.

Up to seven (7) teacher work days of absence shall be granted to a teacher for a death in the immediate family. This leave period will commence on the day of the death or the day after death at that teacher's option and those days may be used in a thirty (30) calendar day period following the day of death. The immediate family for this section is interpreted to mean: father, mother, brother, brother-in-law, sister, sister-in-law, husband, wife, child, foster child, grandparent, grandchild, and any other relative who at the time of death is living as a member of the household of the teacher. Relatives listed above shall include those established by blood, marriage, and step relations. These seven (7) days shall NOT be deducted from accumulated sick leave.

Up to two (2) of the unused days from the entitlement in the above paragraph may be used for personal business and/or estate or business matters on behalf of the deceased within twenty-four (24) months following the date of the death. These two (2) days may be reserved by written notice to the Superintendent's office to be used in the twenty-four (24) month period following the date of the death.

The teacher is entitled to two (2) teacher work days leave (with compensation) in case of the death of an uncle, aunt, niece, nephew, or first cousin (not to be charged against sick leave) for the purpose of attending the funeral service, memorial service, or wake. Relatives listed above shall include those established by blood, marriage, and step relations.

A teacher is entitled to one (1) teacher work day of leave (with compensation) to attend the funeral service, memorial service, or wake of a close friend.

The School Corporation has the right to ask for written verification for use of bereavement days.

#### Section 6. Maternity and Adoption Leave.

A teacher shall be entitled to request a maternity or adoption leave of absence for up to a period of one (1) year. This leave shall begin at such time as is determined by the teacher and the attending physician. Said teacher shall notify the superintendent in writing of the intention to take such leave and, except in case of emergency, shall give such notice, at least sixty (60) days prior to the date on which the leave is to begin. The teacher shall notify the administration office so that necessary arrangements may be made for any special problem. Accumulated Sick Leave days may be used during this leave.

#### Section 7. Court and Jury Duty Leave.

Teachers who are called for jury duty or who are subpoenaed for witnesses in a trial will be paid their regular salary less the amount they are paid for the service they are called on to render except in the following situations:

1. in an action to enforce this collective bargaining contract or the rights under Public Law 217; or
2. where the teacher has sued the school corporation or any board member.

#### Section 8. Professional Leave.

Leave of absence of up to one (1) year (without reimbursement) may be granted to any permanent teacher who serves as an exchange teacher or joins the Peace Corps and who is a full time participant in either of such programs. Leaves of absence may be granted to serve in public office. The Board will grant a temporary leave of absence to a teacher (without reimbursement) who has been elected to the General Assembly of the State of Indiana. Such leave shall be for the length of time the General Assembly is in session. A permanent teacher may apply for a leave of absence not to exceed one (1) year for the purposes of professional growth.

Professional growth may be for the purposes of travel, advanced study, teaching in a college or university, teaching abroad, or special work programs related to his professional responsibilities.



Section 9. Sabbatical Leave.

The School Corporation may grant a leave of absence for a period not exceeding one (1) year to a teacher for a non-paid sabbatical leave. This time shall be credited towards the teacher's tenure and retirement if allowed under the State's retirement rules. A contract is required for a leave granted under this section. The School Corporation may grant a sabbatical to a teacher, upon written request, for improvement of professional skills through advanced study, work experience, teacher exchange programs, or approved educational travel. A teacher after taking a sabbatical shall return for a period of time equal to the length of time of the sabbatical leave granted.

Section 10. Unpaid Leave.

- a. Upon written request, the School Corporation may place a teacher on leave of absence for a period not exceeding one (1) year.
- b. In the absence of a written request, the School Corporation may only place a teacher on an unpaid leave pursuant to the guidelines and procedures set forth in state law, I.C. 20-6.4.

Section 11. Staff Development Leave.

Teachers may be granted up to three (3) days with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The School Corporation may grant additional days to teachers serving on committees established by the School Corporation.

Section 12. Provisions Applying to Leaves.

- a. A teacher absent for reasons not covered in the above stated leave policies or after all available sick leave has been exhausted, will have his pay deducted for each day absent.
- b. The Board reserves the right to ask for and be given evidence satisfactory to it of the authenticity of the reasons given for any absence for which sick or emergency leave is requested.
- c. A teacher unable to be present at school shall notify a designated person in each building by 6:30 A.M. If a teacher is unable to return the second day, he/she will attempt to notify the school by 3:00 P.M., if the teacher's status for the next day is known, in order to retain the same substitute. In any event, such notice must be provided by 6:30 A.M.
- d. Upon return from any approved extended leave, a teacher will be assigned to the same position if vacant, or, if not, to the position which, in

the opinion of the Board, is the most nearly equivalent position then available.

### Section 13. Association Leave

The Association President or designee shall be entitled to six (6) days each year for Association business. During the long session years of the Indiana General Assembly, the Association President or designee shall be entitled to nine (9) days each year for the Association business. No more than three (3) persons may take Association leave on the same day.

## ARTICLE V

### Sick Leave Bank

Section 1. The purpose of the Bank is to assist teachers in financial problems caused by prolonged absence from work due to serious illness, major surgery, or serious accident.

### Section 2. Board Contribution to Bank

The Board shall contribute to the Sick Leave Bank forty (40) sick leave days at the time the Bank opens.

### Section 3. Eligibility for Bank Use

- a. Must be an active participant in the Bank.
- b. Must have depleted all accumulated sick leave days.
- c. Sick Leave Bank Days shall not be used during summer school employment.
- d. A teacher is only eligible for Sick Leave Bank Days if the teacher would be otherwise entitled to use personal illness days.
- e. The maximum number of days to be granted to a participating member shall be limited to ninety (90) teaching days per school year.

### Section 4. Structure

- a. The Bank is formed initially through the contributions of the Board referred to herein, and the contribution of one (1) sick leave day by each member, which day shall be deducted from the sick leave days to which members are otherwise entitled pursuant to Article VII, Section 1. Initial enrollment in the Bank shall be permitted at any time on or before November 1<sup>st</sup> each

year. New teachers becoming employed by the School Corporation shall have one (1) month from the date such teacher begins work to enroll in the Bank.

- b. The Bank will be operated on a school-year to school-year basis. Unused days in the Bank will be carried forward.
- c. If in subsequent years at the start of the school year, there are less than eighty (80) but at least twenty (20) days in the Sick Leave Bank, each teacher shall contribute one (1) sick leave day to the Bank; if there are less than twenty (20) days in the Sick Leave Bank, each teacher shall contribute two (2) sick leave days to the Bank. If the balance of days available in the Sick Leave Bank falls below twenty (20) days during any school year, each teacher shall contribute two (2) additional sick leave days to the Bank.
- d. The School Corporation shall not have any liability or obligation to pay sick leave days from the Sick Leave Bank at any time when such Sick Leave Bank has been exhausted.

#### Section 5. Procedure

- a. A written application by the participating member of the Bank or a member of his/her family accompanied by a physician's certificate stating the nature, estimated length of disability, and prognosis of the person's condition, to be submitted to the Superintendent of Schools or his designee for information and action. An applicant must have evidence of being a donating member of the Bank prior to the time of need. The use of the Bank shall not be retroactive.
- b. Application for sick bank days may be made by the personal representative in cases where the individual employee is unable to do so.
- c. Additionally, each teacher requesting Sick Leave Bank days shall consent (if requested to do so), to submit a medical examination and/or review of his/her medical history at the Board's expense by a physician or physicians approved by the Superintendent of Schools or his designee.
- d. The Superintendent of Schools or his designee and one (1) Association officer shall administer the Sick Leave Bank without discrimination as to membership in any school employee organization.

## ARTICLE VI

### Compensation and Expenses

#### Section 1. Performance Based Compensation

##### A. Salary Range

\$40,150 to \$67,214, not including current year increases or TRF contributions.

##### B. Starting Salary

Newly hired teachers will be placed at a benchmark salary on Appendix F "New Teacher Salary Schedule" according to years of experience.

##### C. Base Salary Increases

###### 1. General Eligibility

a. 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. A teacher who is in the first two full school years of instructing students who receives an evaluation of improvement necessary is eligible for a salary increase or stipend.

c. A teacher with a current salary above \$61,150 is not eligible for an increase and will remain at their prior year's salary.

###### 2. Factors and Definitions

a. Evaluation – The teacher received a highly effective or effective evaluation rating for the prior year.

b. Academic need – The need to retain teachers with one or more years' experience with a salary at or below the new teacher minimum by increasing these teachers' salaries in comparison to the increase in the new teacher minimum salary.

###### 3. Distribution – amounts to be added to a teacher's base salary

a. Evaluation rating = \$700

i. Veteran teachers will be placed on Appendix G "Veteran Salary Schedule" according to their current status quo salary on the row closest to that status-quo salary.

ii. Teachers will then advance to the next row showing a \$700 increase.

b. Academic Needs – The salary increase for academic needs is a teacher retention catch-up placement:

- i. Veteran teachers making less than the new teacher benchmark with the same experience after their increase will be compensated so that they are at the new teacher benchmark salary with the same experience.
- ii. Veteran teachers making more than the new teacher benchmark with the same experience after their increase will remain at their current status-quo salary.

4. Redistribution

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

D. Potential Increases

For those returning teachers who qualify for a raise pursuant to Article VI, Section 1 (B)(1)(a), this raise will be implemented within thirty (30) days following the ratification date of October 25, 2023 and will be retroactive to the start of the 2023-2024 school year.

E. Stipend A

For those teachers earning a Master Degree prior to the beginning of the 2023-2024 school year and receiving a highly effective or effective evaluation the previous year will receive a Two-thousand Dollars and Zero cents (\$2,000.00) stipend.

F. Stipend B

For those teachers earning a Master Degree plus 15 hours going toward certification to teach dual credit classes, since the beginning of the 2021-2022 school year and qualifying for a raise pursuant to Article VI, Section 1 (C)(1)(a) will receive a Nine Hundred Dollars and Zero Cents (\$900.00) stipend.

Section 2. Salary differentials are in Appendix A.

Section 3. A teacher who is not provided a car and who is authorized to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the I.R.S. per mile reimbursement rate in effect on the August 1<sup>st</sup> immediately preceding the school year for each mile traveled.

Section 4. Teachers will be paid by twenty-six (26) pays. The amount of the paycheck will be calculated by dividing the teacher salary by the appropriate number of pay dates.

A teacher who resigns and leaves employment before the end of the school year or who dies during the school year will receive any remaining pay on the pay date for the pay period immediately following the pay period in which the resignation or death occurs. A teacher whose employment ends at the end of the school year will receive any remaining pay by at least the pay date for the pay period in which the last teacher day occurs.

Section 5. All teacher pay will be through direct deposit.

Section 6. Updated individual teacher contracts shall be distributed for signatures within 30 days after ratification. Retroactive pay shall be paid in a separate check 30 days following ratification.

Section 7. The School District shall pay for criminal history checks.

Section 8. The School Corporation agrees to deduct the annual dues of the Association, I-PACE contributions and Local-PAC contributions from the salaries of those teachers in the bargaining unit for whom the School Corporation has on file a payroll deduction authorization which complies with state law. If such dues deductions are authorized in writing, such payroll deductions will continue on an indefinite basis, unless and until, a written revocation is given to the School Corporation. The School Corporation will notify the Association of the receipt of any revocation of payroll dues deduction.

The Association shall provide the Corporation with the amounts for the annual dues and PAC contributions by October 1. Deductions from salaries of teachers whose membership is continuing, shall be made in twenty (20) equal installments over twenty (20) payroll periods. Payroll deduction authorization for new members shall be submitted by October 1 of each school year.

The submission of a written authorization of dues deduction shall commence continuing membership in the Association as long as the teacher is employed in the School Corporation. This continuing membership may only be rescinded by filing a written rescission of such continuing membership with the School Corporation during a period commencing with the first teaching day, and concluding with the tenth teaching day of each school year. Any request to cease continuing membership during any other time of the school year will not be valid. These deductions made from paychecks shall be remitted to the Association treasurer as they are deducted.

It is understood that the Association will hold the Board harmless from any and all claims of liability which may arise out of, or by reason of, action taken or not taken by

the Board in compliance with salary deduction authorization cards furnished by or through the Association to the Board.

If there is anything in this section that is not to be bargained the non-bargaining items is included for informational purposes only.

## ARTICLE VII

### Fringe Benefits

#### Section 1. (A) Hospitalization:

- (a) These provisions will be effective on January 1, 2021, and thereafter.
- (b) Effective January 1, 2021, the School District will move the current Hospitalization Insurance to the Indiana State Employees Health Insurance Plan frequently referred to as the "State of Indiana Personnel Plan."
- (c) The premium year will be from January 1<sup>st</sup> to December 31<sup>st</sup>. As a note the movement to this State of Indiana Personnel Plan will require a minimum three (3) year commitment.
- (d) The School District will pay the maximum amount allowable for the Health Insurance plan for the State of Indiana and the plan options (PPO and/or HDHP) and the School District contribution amount will be a subject of negotiations thereafter.
- (e) Benefits shall also be paid to employees working less than full-time but at least eighty percent (80%) of the time, but may be prorated to such employees according to contracted hours actually worked.
- (f) Between fifty-five (55) and qualification for Medicare, a retired teacher who is currently enrolled in the group health insurance program and who (1) does not qualify for the retirement program or (2) who no longer qualifies for the retirement program may continue in the group health insurance program by paying the entire premium.
- (g) MSD of Shakamak will continue to contribute the maximum allowed by the Indiana State Insurance Plan for the insurance premium costs, covered by the employer.

#### Section 2. Life Insurance

Effective October 1, 2002, the Board will provide \$70,000 of group term life insurance for each teacher in the bargaining unit. This will include double indemnity for accidental death or dismemberment. The carrier will be selected by the Board. Teachers may purchase supplemental term life insurance in increments of \$10,000 to a maximum of \$70,000, subject to the carrier's enrollment restrictions and rules.

### Section 3. Long Term Disability Insurance.

The School Corporation will provide, at its own expense, a Long Term Disability Plan (Income Protection Insurance Plan) in which each teacher may elect to participate. That insurance plan shall provide for an income protection benefit payment of sixty-six and two thirds percent (66-2/3%) of the teacher's salary, a one hundred twenty (120) day qualification period, social security freeze, no coordination with the teacher retirement disability and a reoccurring disability benefit clause (reoccurring and successive). Effective January 1, 2018 the qualification period will be changed to a ninety (90) day qualification period.

### Section 4. Section 125 - Salary Diversion, Flexible Fringe Benefit Plan.

The School Corporation will provide a Section 125, Flexible Fringe Benefit Plan. That flexible benefit plan will include the following options:

- a. Health insurance premium;
- b. Supplemental life insurance premium;
- c. Long term disability or income protection insurance premiums;
- d. Non-reimbursed medical expenses;
- e. Dependent care expenses;
- f. Cash; or
- g. A combination of any of the above.

### Section 5. Dental Insurance.

The Board shall provide a dental insurance plan and shall pay one hundred percent (100%) of the premium cost for a single plan, and eighty-eight percent (88%) of the premium cost for a family plan.

### Section 6. Vision Insurance.

The Board shall provide a vision care rider and shall pay 100% of the premium cost for a single or a family plan.

### Section 7. Insurance Carrier.

The School Corporation agrees to form a committee to discuss alternative insurance carriers with the Association. The School Corporation reserves the right to



select the insurance carrier for its group insurance benefit programs. This committee may also investigate and review alternative benefit provisions. Any change in benefits may be implemented during the term of the agreement but must be ratified by the Association and the School Board.

#### Section 8. Tax Sheltered Annuities.

The Board shall provide each teacher the opportunity to payroll withholdings for a voluntary tax sheltered annuity program approved by the School Board.

#### Section 9. Matching Annuities.

The School Corporation will contribute toward a matching annuity plan. The School Corporation's total annual contribution to the 401(a)\* Account will match the teacher's contribution to his/her 403(b) Tax Shelter Annuity up to a maximum of the greater of Five Hundred Dollars (\$500.00) or two percent (2%) of a Teacher's salary in any one school year. Effective with the 2008-2009 school year, the School Corporation will match up to a maximum of the greater of Five Hundred Dollars (\$500.00) or one and one-half percent (1 ½%) of the teacher's regular salary with a contribution to the teacher's account in the 401(a) plan. These amounts will be stated in dollar amounts or dollar amounts and twenty cent (\$.20) increments. Should the amount not be in such increments, the matching amounts will be rounded up to the nearest twenty cents (\$.20). The provisions for this program will be set forth in the plan document. To the extent there are any and to the extent permitted by the law, the plan will pay the set-up and/or administration costs of the matching annuity plan.

### ARTICLE VIII

#### Severance Benefits

##### Section 1. Service Years Pay

Commencing in June 2002, and at the end of each school year thereafter, all bargaining unit members who have nineteen (19) years of service in Shakamak, or its predecessors, shall sell one (1) year of service, and shall receive Seventy-five Dollars (\$75.00) for the year of service paid into the teacher's 401(a) account. If in the last year of employment prior to retirement the teacher qualifies for Section 2- Service Years Pay at Retirement, then there will be no pay for any additional years of service under this Section, but all the years of service will be compensated pursuant to Section 2.

Commencing with the end of the 2006-2007 school year and each school year thereafter, all teachers shall sell any years of service earned and shall receive Seventy-five Dollars (\$75.00) for that year of service which will be paid into the teacher's 401(a) account.

Section 2. Service Years Pay at Retirement for Transition Option Benefit Teachers

Teachers retiring at age fifty-five (55) or older (the teacher must be at least fifty-five (55) prior to the beginning of the next semester following the date of retirement) in the Metropolitan School District of Shakamak shall receive Seventy-five Dollars (\$75.00) per year of service in Shakamak or its predecessors. Such payment of service years shall be paid into the teacher's 401(a) account on or before the teacher's last day of employment.

Section 3. Unused Leave Day Pay at Retirement

Each retiring teacher shall receive Sixty Dollars (\$60.00) for each unused sick leave day. This payment will be paid into the teacher's 401(a) account in his/her last year of teaching prior to the effective date of the teacher's retirement.

Section 4. The last year of employment prior to retirement, a teacher may choose to have up to Two Thousand Dollars (\$2,000.00) paid as salary rather than deposited into the 401(a) account. If that option is chosen, up to Two Thousand Dollars shall be paid as salary and then also report to INPRS on behalf of the retired teacher during his/her last year of teaching.

Section 5. Should a retired teacher reach a maximum contribution level to his 401(a) account, any entitlement of contribution for accumulated sick days or service years pay in excess of the 401(a) maximum shall be paid in cash to the retiring teacher.

Section 6. Any teacher retiring shall give a letter of resignation effective at the end of the final teaching contract. Beginning with the 2006-07 school year, said resignation shall be presented to the Superintendent of Schools on or before March 1 of the teacher's final school year.

Section 7. In the event an eligible teacher is unable to give the required notice of retirement and is forced to retire as a result of an accident or ill health, or other unforeseen event, the School Board may waive the required notice of retirement and pay the severance allowance by appropriate adjustment of the teacher's current contract.

Section 8. If a teacher provides notice to the School Corporation and dies before receiving the retirement severance, the retirement severance pay benefit shall be paid in a lump sum to the teacher's named beneficiary if the teacher would have been eligible for retirement severance benefits as of the date of death. If the beneficiary(ies) is not filed with the Indiana State Teacher's Retirement Fund, benefits shall be paid to the teacher's estate.

Section 9. If a teacher, who is eligible for retirement severance benefits, dies and did NOT provide notice to the School Corporation, then, the retirement severance

pay benefit shall be paid in a lump sum to the teacher's named beneficiary if the teacher would have been eligible for retirement severance benefits as of the date of death. If the beneficiary(ies) is not filed with the Indiana State Teacher's Retirement Fund, benefits shall be paid to the teacher's estate.

## ARTICLE IX

### Retirement Benefits

#### Section 1. Retirement Restructuring Buyout Program.

##### a. Eligibility for Benefits

All teachers hired on or before January 1, 2003, except those eligible to receive benefits under Article IX, Section 4 (see Appendix D).

##### b. Retirement Restructuring Lump Sum Contribution

In response to both the mandates and opportunity provided by Public Law 253 (Acts of 2001) commonly known as Senate Enrolled Act 199 the Association and the School District engaged in a retirement restructuring review during 2006.

As a result of this restructuring, eligible teachers pursuant to Section A above, will receive a one-time lump sum buy-out contribution for their right to receive Service Years at Retirement (Article VIII, Section 2) and Retirement Benefits (Article IX, Section 1).

The amount of the buy-out contribution was actuarially determined and the amount of the buy-out contribution is set forth in a "Retirement Restructuring Buyout Memorandum of Agreement" by and between the School Corporation and the Association. The amount of the buy-out specified in the Memorandum of Agreement is enforceable through the grievance procedure of the Agreement.

Twenty percent (20%) of the lump sum buyout will be deposited in a separate account for each eligible teacher in the 401(a) plan and eighty percent (80%) will be deposited in a separate account for each eligible teacher in the Retirement 501(c)(9) Trust Retirement VEBA. Said 401(a) and VEBA accounts shall be administered by the ISTA Financial Services Program.

Any Retirement Restructuring Buyout contribution will not vest until the teacher completes his/her tenth (10<sup>th</sup>) year of service.

A teacher meeting the above vesting requirements will become fully vested. A teacher whose employment is terminated prior to vesting will have the then current value of the Retirement Restructuring Buy-Out Payment reallocated at the end of each school year among the then remaining separate Retirement Restructuring Buy-Out Payment accounts of those teachers who have not yet reached the assumed retirement age of fifty-eight (58). Such reallocation shall be in a similar ratio for the reallocation as was the ratio for the initial deposit of the remaining accounts at the time of reallocation. Teachers whose positions are eliminated by a reduction in force shall not forfeit their individual account assets (401(a) and VEBA) until their rights to recall have expired. Teachers who are reduced and who are eligible for and fully vested in the retirement benefits buyout shall be entitled to all monies in his/her buyout at the time he/she is removed from the recall list.

This section will remain in the Collective Bargaining Agreement for historical information and will remain in this Collective Bargaining Agreement until all of the teachers listed in Appendix D have been deleted.

## Section 2. Transition Option Benefits.

As part of the 2006 Retirement Restructuring Program, teachers who are (1) employed during the 2005-2006 school year, (2) retire prior to July 1, 2006, and (3) meet the requirements of Section 1, shall receive the retirement benefits that existed prior to the Retirement Restructuring (Article IX, Section 1). A teacher receiving this transition option will not receive any benefits under Section 2 above.

## Section 3. M.S.D. of Shakamak's Retirement Savings Plan

- a. The School Corporation will maintain the M.S.D. of Shakamak's Retirement Savings Plan ("Retirement Savings Plan"). The provisions for such a program are set forth in the plan document. This Plan will be a 401(a) qualified plan. Teachers hired after January 1, 2003, and teachers designated as "grandfathered teachers" (as listed in Appendix D attached hereto and incorporated herein by reference) for this Retirement Savings Plan will be in this Retirement Savings Plan and eligible for benefits. These retirement benefits are in lieu of and teachers eligible for the Retirement Savings Plan shall not receive any benefits under Article IX, Section 1.
- b. Effective with the 2002-2003 school year, the School Corporation will contribute to every teacher eligible for the Retirement Savings Plan and employed under regular contract an amount equal to two percent (2%) of the teacher's regular salary to the teacher's account in the Retirement

Savings Plan. Effective with the 2008-2009 school year, the School Corporation will contribute to every teacher eligible for the Retirement Savings Plan and employed under regular contract an amount equal to one and one-half percent (1 ½%) of the teacher's regular salary to the teacher's account in the Retirement Savings Plan. The School Corporation's contribution will be submitted to the Retirement Savings Plan vendor on a twenty (20) pay basis, like the payroll deductions for teachers' elective employee contributions to their 403(b) qualified tax deferred plan.

- c. Teachers will have the option of continuing to invest their dollars in a 403(B) plan. Vendors eligible for payroll deduction will be selected through the 403(b) compliance process. Teachers who qualify for this plan will also be eligible for the benefits of Article VII, Section 9 (Matching Annuity). Teachers may change their payroll deductions twice a year by providing written notice to the Superintendent's office during the months of August and January.
- d. Since this Retirement Savings Plan is a replacement for the benefits provided for in Article IX, Section 1, all contributions to eligible teachers will not vest until that time the teacher would have qualified for benefits under the Social Security and Medicare Bridge, that being obtaining the age of fifty-five (55), and having ten (10) years of service with the M.S.D of Shakamak, at which time the teacher will become fully vested. 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 utilized as part of the School Corporation's next required contribution. The School Corporation will disclose and provide a written notice to the Association of the amount, if any, that has been forfeited and used to reduce the School Corporation's contribution that year.

#### Section 4. M.S.D. Shakamak VEBA Plan.

- a. During the 2005-2006 school year, the School Corporation will establish and maintain the M.S.D. Shakamak Retirement VEBA Plan. The provisions for such a program are set forth in the plan document. This plan will be a retirement 501(c)(9) Trust.
- b. Effective with the 2006-2007 school year, the School Corporation will contribute to every teacher under regular contract an amount equal to one-fourth of one percent (1/4%) of the teacher's regular salary to the teacher's account in the M.S.D. Shakamak Retirement VEBA Plan. The School Corporation's contribution will be submitted to the Retirement VEBA Plan vendor before February 1 of each school year. Teachers shall be vested upon their first day of work in their sixth year under a regular teacher contract.

Effective with the 2008-2009 school year, the School Corporation will contribute to every teacher under regular contract the following amounts:

- (i) An amount equal to one and one-fourth of one percent (1 ¼%) of the teacher's regular salary; and
- (ii) Thirty Dollars (\$30.00) if the value of the teacher's account is less than Three Thousand Dollars (\$3,000.00) on the December 31<sup>st</sup> of each school year.

The School Corporation's contribution will be submitted to the Retirement VEBA Plan vendor before the following March 1<sup>st</sup> of each school year. Teachers shall be vested upon the first (1<sup>st</sup>) day of work in their sixth (6<sup>th</sup>) year under a regular teacher contract.

#### Section 5. Continuation of Insurance(s) in Retirement.

- a. Certified staff members may elect to continue their current health, dental or vision insurance(s) with the School Corporation group plans, by notifying the office of the Superintendent, in writing, along with the application for retirement.
- b. Except for prior retirees and teachers (transition teachers) eligible for the Social Security Bridge Benefit, teachers who elect continuation of the School District's Group Health Insurance Program will be responsible for the entire health insurance premium.

Section 6. Teachers retiring in the past, even though currently receiving payments, will be governed by the Collective Bargaining Agreement in effect at the time of their retirement.

## ARTICLE X

### Grievance Procedure

#### Section 1. Definitions.

- a. A "grievance" is an alleged violation or claimed misinterpretation or misapplication of a specific article or section of this Agreement.
- b. The term "teacher" includes any individual or group of individuals in the bargaining unit.

- c. The term "day" when used in this Article shall mean teacher days (as that term is used in the teacher work year). During the summer between teacher work years, the term shall mean weekdays (Monday through Friday not including legal holidays).

### Section 2. Grievant and Representation.

An individual employee, or group of employees, may present a grievance and may do so through the exclusive representative, and the exclusive representative may thus be given an opportunity to be present at all stages of the grievance machinery. The adjustment of all grievances shall not be inconsistent with the terms of this Contract.

### Section 3. Procedure.

#### a. Step One

A grievance may be initiated in one (1) of the following ways:

- (1) Within ten (10) working days of the time a teacher has actual knowledge or should have knowledge of a grievance, the teacher may approach the building principal concerned and discuss the matter in his own behalf.
- (2) The teacher may request that a representative of the Association accompany the teacher and in such case the building supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present. Within four (4) working days after presentation of the grievance, the principal shall give his answer orally to the teacher.

#### b. Step Two

In the event the grievance is not resolved in Step One, the grievant within five (5) working days of receipt of this answer or the last date on which the answer is to be provided, may file a formal grievance in writing with the building principal. Any grievance not so presented in writing in Step Two shall be deemed waived and shall not be processed.

- (1) The grievance form shall be filed in quadruplicate with one (1) copy for the Association, the grievant, the building principal, and the school central office.
- (2) The grievance shall (1) name the employee(s) involved, (2) state the facts giving rise to the grievance, (3) identify the specific provisions of this Agreement alleged to have been violated or

misinterpreted, (4) state the contention of the grievant with respect to the grievance, (5) indicate the specific relief requested, and (6) be signed by the employee(s).

- (3) The teacher may request a meeting with the building principal and the Association representative may accompany the grievant. In any event, within five (5) days after receiving the written grievance, the building principal shall communicate his answer in writing to the grievant and the Association representative, and said answer shall be attached to the grievance.

c. Step Three

- (1) If the grievance is not resolved in Step Two, the teacher may within five (5) days of receipt of the building principal's answer or the last date on which the answer is to be provided, appeal to the superintendent, or his designee, by filing the grievance and the principal's answer, along with a written response of the teacher, if desired, with the Office of the Superintendent, which shall receipt therefore. Any such response by the grievant shall be attached to the grievance.
- (2) The teacher may request a meeting with the superintendent, or his designated representative, and the Association representative may accompany the grievant.

The superintendent, or his designated representative, shall give the teacher an answer in writing no later than ten (10) days after receipt of the written grievance properly filed with the Office of the Superintendent. Such answer shall be attached to the grievance.

d. Step Four

- (1) If the grievance is not resolved in Step Three, the teacher may within five (5) days of receipt of the Superintendent's or the Superintendent designee's answer or the last date on which the answer is to be provided, appeal to the Board by filing the grievance and the Superintendent's answer with the office of the Superintendent.
- (2) The Board shall hold a conference concerning the grievance with the grievant and the Association and the Board shall render its decision within ten (10) days after the conference.

e. Step Five



Within twenty (20) days after receipt of the decision in Step Four or the last date on which the answer is to be provided, the Association, upon written notice to the Board, may submit the grievance to the Third Party Grievance Resolution process pursuant to the following procedure:

- (1) The two (2) parties, the Board and the Association, shall attempt to select an Independent Third Party Grievance Resolution person by mutual agreement, or a method of selecting an arbitrator by mutual agreement. If the two (2) parties cannot agree on such a person, or a method of selecting that person, within ten (10) days after notification is given, the Independent Third Party Grievance Resolution person shall be selected in accordance with the rules of the American Arbitration Association.
- (2) The cost of the services of the Independent Third Party Grievance Resolution person, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

#### Section 4. Other Provisions Relating to the Grievance Procedure.

- a. At his option, a teacher may bypass Step One of this procedure.
- b. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- c. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant and are not valid bases for evaluations.
- d. Time limits herein may be extended only by mutual agreement, signed by the parties.
- e. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teacher was present and working.
- f. No steps of the grievance procedure shall be conducted during the time the teacher has any assigned duties.
- g. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- h. Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.

- i. Any grievance which arose prior to the effective date of this agreement to the extent permitted, shall be processed pursuant to the proceeding agreement.
- j. No teacher may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew or cancel such teacher's contract.
- k. Where a grievance filed under this Article is of the nature that the resolution of the grievance is not within the authority of a building principal, the teacher or teachers may elect to file the grievance directly with the Superintendent in Step Three. If a grievance is filed directly at Step Three and is a grievance which may be resolved by the principal, the grievance will be deemed to be filed at Step Two by the Superintendent forwarding the grievance to the appropriate principal.

## ARTICLE XI

### Term of Agreement

The Board and its designated representatives have met with representatives of the Association and entered into extended deliberate negotiations, and the Board and the Association recognize and declare that providing quality education for the children of the Metropolitan School District is their mutual aim.

This Contract shall be effective as of July 1, 2023, and shall continue in effect through June 30, 2024, with the exception of those provisions which specifically go into effect or expire by their terms at such other dates. This Contract shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

This Contract is made and entered into at Jasonville, Indiana, on this 25<sup>th</sup> day of \_\_\_\_\_, by and between the Board of School Trustees of the Metropolitan School District of Shakamak, Counties of Greene and Clay, State of Indiana, party of the first part, heretofore referred to as the "Board," and the Shakamak Classroom Teachers Association, affiliated with the Indiana State Teachers' Association and the National Education Association, heretofore referred to as the "Association."

The undersigned attest to the following:


1. A public hearing was held in compliance with IC 20-29-6-1(b) on September 21, 2023, and electronic participation from the parties and public was not permitted;

2. A public meeting in compliance with IC 20-29-6-19 was held on October 12, 2023, to discuss the tentative agreement and electronic participation from the parties and public was not permitted.

The contents of this Term of Agreement, including the dates and actions taken, and this Contract is so attested to by the parties whose signatures appear below:

BOARD OF SCHOOL TRUSTEES  
METROPOLITAN SCHOOL DISTRICT  
OF SHAKAMAK

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

The Board ratified on the 25th day  
of October, 2023

SHAKAMAK CLASSROOM  
TEACHERS ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Bargaining Team Chairperson

The Association ratified on the 24th  
day of October, 2023

**EXTRA-DUTY PAY  
SCHEDULE  
APPENDIX A**

Base = \$40,150.00	Rate	Corporation Cost
<b>Fall Sports</b>		
Cross Country, HS Boys	0.0662	\$2,657.93
Cross Country, HS Girls	0.0662	\$2,657.93
Cross Country, JH CoEd	0.0296	\$1,188.44
Golf, JH CoEd	0.0221	\$887.32
Volleyball, HS Girls	0.1034	\$4,151.51
Volleyball Asst, HS Girls	0.0500	\$2,007.50
Volleyball, 8th Girls	0.0500	\$2,007.50
Volleyball, 7th Girls	0.0450	\$1,806.75
<b>Winter Sports</b>		
Basketball Varsity, HS Boys	0.1724	\$6,921.86
Basketball JV, HS Boys	0.0936	\$3,758.04
Basketball Freshman, HS Boys	0.0640	\$2,569.60
Basketball Varsity, HS Girls	0.1724	\$6,921.86
Basketball Asst, HS Girls	0.0938	\$3,766.07
Basketball Freshman, HS Girls	0.0640	\$2,569.60
Basketball, 8th Boys	0.0443	\$1,778.65
Basketball, 7th Boys	0.0419	\$1,682.29
Basketball, 8th Girls	0.0443	\$1,778.65
Basketball, 7th Girls	0.0419	\$1,682.29
Basketball, 6th Boys	0.0320	\$1,284.80
Basketball, 5th Boys	0.0320	\$1,284.80
Basketball, 6th Girls	0.0320	\$1,284.80
Basketball, 5th Girls	0.0320	\$1,284.80
Cheerleaders, HS	0.0419	\$1,682.29
Cheerleaders, JH	0.0246	\$987.69

Cheerleaders, Elem	0.0200	\$803.00
<b>Spring Sports</b>		
Baseball, HS Boys	0.1034	\$4,151.51
Baseball Asst, HS Boys	0.0468	\$1,879.02
Softball, HS Girls	0.1034	\$4,151.51
Softball Asst, HS Girls	0.0468	\$1,879.02
Track, HS Boys	0.0739	\$2,967.09
Track, HS Girls	0.0739	\$2,967.09
Track Asst, HS CoEd	0.0369	\$1,481.54
Track, JH CoEd	0.0345	\$1,385.18
Track Asst, JH CoEd	0.0148	\$594.22
Golf, HS CoEd	0.0443	\$1,778.65
<b>Performances / Publications</b>		
Band Director	0.0887	\$3,561.31
Dance Team	0.0197	\$790.96
Dance Team Asst	0.0123	\$493.85
Chorus Director	0.0887	\$3,561.31
Yearbook, HS	0.0384	\$1,541.76
<b>Class Sponsors</b>		
Class Sponsor, Senior Lead	0.0213	\$855.20
Class Sponsor, Senior Asst	0.0150	\$602.25
Class Sponsor, Junior Lead	0.0283	\$1,136.25
Class Sponsor, Junior Asst	0.0213	\$855.20
Class Sponsor, Sophomore (2)	0.0110	\$883.30
Class Sponsor, Freshman (2)	0.0110	\$883.30
<b>Clubs</b>		
Academic Spell Bowl (Fall), HS	0.0150	\$602.25
Academic Spell Bowl (Fall), JH	0.0150	\$602.25

Academic Spell Bowl (Fall), Elem	0.0150	\$602.25
Academic Quiz Bowl (Winter), HS	0.0150	\$602.25
Academic Super Bowl (Spring), HS (2)	0.0250	\$2,007.50
Art Club	0.0110	\$441.65
BPA	0.0300	\$1,204.50
Chess Club	0.0110	\$441.65
Creative Writing Club	0.0110	\$441.65
Drama Club (2)	0.0150	\$1,204.50
FCA	0.0110	\$441.65
FCCLA, HS	0.0150	\$602.25
FCCLA, JH	0.0110	\$441.65
FFA, HS	0.0300	\$1,204.50
FFA, JH	0.0200	\$803.00
Foreign Language Club	0.0110	\$441.65
Media Club	0.0110	\$441.65
National Honor Society	0.0150	\$602.25
Pep Club	0.0200	\$803.00
Robotics, HS	0.0150	\$602.25
Robotics, JH	0.0150	\$602.25
SADD	0.0110	\$441.65
Science Club	0.0110	\$441.65
Student Council, HS	0.0300	\$1,204.50
Student Council, JH	0.0150	\$602.25
YCA	0.0110	\$441.65

Additional Stipend - Regional Competition (Athletic Coaches)

Varsity Coach - Team Qualification	\$150
- Individual/s Qualify	75
Asst. Coaches to Varsity Team Sports	75

Additional Stipend - Semi-State Competition (Athletic Coaches)

Varsity Coach - Team Qualification	\$150
- Individual/s Qualify	75

Asst. Coaches to Varsity Team Sports 75

Additional Stipend - State Competition (Athletic Coaches)

Varsity Coach - Team Qualification	\$150
- Individual/s Qualify	75
Asst. Coaches to Varsity Team Sports	75

\* Index base is Bachelors Degree 0 Experience.

EXTENDED CONTRACTS

[NOTE: These Extended Contracts are for informational purposes only and have not been bargained.]

Guidance Counselor – Minimum 10 days at per diem rate up to a maximum of 15 days.

Vocational Agribusiness Teacher – The Board may pay extended days up to a maximum of 20 days (at the per diem rate).

An hourly rate of \$30.00 an hour shall be paid for any corporation sponsored professional development offered during the summer only.

MISCELLANEOUS

1. The parties understand that the Board retains its sole authority to hire, promote, assign, transfer, retain or remove any person from any or to any position for which additional compensation is paid.
2. Extra assignments as set forth in the Extra-Duty Schedule will be offered to teachers on a voluntary basis. No teacher will be given a negative evaluation for not accepting an extra-duty assignment as set forth in the Extra-Duty Schedule nor for applying for release under this provision.
3. Each new teacher who signs an individual contract with extra duty positions(s) included in the teacher's first regular contract that commences the teacher's employment is expected to continue said assignment until the earliest of the following dates:
  - a. The date on which a replacement satisfactory to the Board is hired; or
  - b. The end of the sixth (6<sup>th</sup>) year following hire or rehire, if notice is provided prior to February 1 or if provided thereafter then the resignation is effective at the end of the following year; or
  - c. After the sixth (6<sup>th</sup>) year the end of the school year if notice is provided prior to February 1<sup>st</sup>. If notice is provided on or after February 1<sup>st</sup> of the

sixth (6<sup>th</sup>) year or any school year after the sixth (6<sup>th</sup>) year then the end of the following school year.

Each new teacher who signs an individual contract who has extra duty positions included in their initial individual contract will be advised in writing of this contract provision before he/she signs his/her initial individual teaching contract.

4. A teacher who signs, after their initial individual contract, any individual contract which contains an extra-curricular position which was (1) not contained on the initial regular contract or (2) there was a contract after the teacher's initial contract which did not set forth that extra-curricular position is expected to continue such assignment until the earliest of the following two dates:
  - a. The date on which a replacement satisfactory to the Board is hired;
  - b. The end of the school year if a written resignation is submitted to the Superintendent's Office prior to February 1; or
  - c. If the notice is not submitted by February 1, then the end of the school year following the school year during which a written resignation is submitted to the Superintendent's office.
5. Any reference in Appendix A that refers to a non-bargaining subject is set forth herein for informational purposes only.



GRIEVANCE FORM

NAME OF TEACHER(S) SEEKING RELIEF: \_\_\_\_\_

NAME OF OTHER EMPLOYEE(S) INVOLVED, IF ANY: \_\_\_\_\_

IDENTIFICATION OF SPECIFIC PROVISIONS OF AGREEMENT VIOLATED OR MISINTERPRETED: \_\_\_\_\_

STATEMENT OF FACTS GIVING RISE TO THE GRIEVANCE AND CONTENTION OF THE GRIEVANT WITH RESPECT TO THE GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIFIC RELIEF REQUESTED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF TEACHER(S) SEEKING RELIEF

\_\_\_\_\_

APPENDIX C  
2023-2024  
PAY DATE SCHEDULE

**AUGUST**

August 11, 2023

August 25, 2023

**SEPTEMBER**

September 8 (Annuity ded. Starts)

September 22

**OCTOBER**

October 6 (ISTA Dues start)

October 20

**NOVEMBER**

November 3

November 17

**DECEMBER**

December 1

December 15

December 29 (No Sec. 125 ded.)

**JANUARY**

January 12, 2024

January 26

**FEBRUARY**

February 9

February 23

**MARCH**

March 8

March 22

**APRIL**

April 5

April 19

**MAY**

May 3

May 17

May 31 (No Sec. 125 Ded.)

**JUNE**

June 14

June 28 (Annuity ends, ISTA Dues End)

**JULY**

July 12

July 26

M.S.D. OF SHAKAMAK  
"GRANDFATHERED TEACHERS"

ARTICLE IX, SECTION 2(a)  
(As of Monday, April 28, 2008)

[NEED TO REVIEW]

The following teachers were hired before January 1, 2003, and have elected to participate in the new M.S.D. of Shakamak Retirement Savings Plan.

1. Ronal Barber
2. Debbie Eccles
3. Jennifer Scott

APPENDIX D

APPENDIX E

MSD SHAKAMAK  
SEVERANCE BENEFIT ELECTION FORM  
FOR THE LAST YEAR OF TEACHING

Up to Two Thousand Dollars (\$2,000.00) may be reported to INPRS on behalf of the retiring teacher during his/her last year of teaching as severance payments and then those payments would be eligible to be included in calculating those payments along with other eligible compensation as one of the teacher's five (5) highest years of reportable salary compensation.

401(a) contributions are not eligible pursuant to the INPRS statutes and regulations and therefore do not count towards this calculation. Such payments must be paid in taxable cash payments reportable on the teacher's W-2 form to be eligible to be included in that calculation.

This form shall be utilized for a teacher to make an election. Once this form is submitted, it is irrevocable.

Section 2 Amount                   \$ \_\_\_\_\_

Section 3 Amount                   \$ \_\_\_\_\_

Total Amount                      \$ \_\_\_\_\_

The amount of the above  
which is to be placed in  
a 401(a)                               \$ \_\_\_\_\_

The amount of the above  
which is to be placed in  
wages and reported to  
INPRS, not to exceed  
\$2,000                                 \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## APPENDIX F

### New Teacher Salary Schedule

Row	Years of Exp.	BS Salary
A	0	40,150
B	1	40,850
C	2	41,550
D	3	42,250
E	4	42,950
F	5	43,650
G	6	44,350
H	7	45,050
I	8	45,750
J	9	46,450
K	10	47,150
L	11	47,850
M	12	48,550
N	13	49,250
O	14	49,950
P	15	50,650
Q	16	51,350
R	17	52,050
S	18	52,750
T	19	53,450
U	20	54,150
V	21	54,850
W	22	55,550
X	23	56,250
Y	24	56,950
Z	25	57,650
AA	26	58,350
BB	27	59,050
CC	28	59,750
DD	29	60,450
EE	30+	61,150

APPENDIX G  
Veteran Teacher Salary Schedule

Row	BS Salary
A	40,150
B	40,850
C	41,550
D	42,250
E	42,950
F	43,650
G	44,350
H	45,050
I	45,750
J	46,450
K	47,150
L	47,850
M	48,550
N	49,250
O	49,950
P	50,650
Q	51,350
R	52,050
S	52,750
T	53,450
U	54,150
V	54,850
W	55,550
X	56,250
Y	56,950
Z	57,650
AA	58,350
BB	59,050
CC	59,750
DD	60,450
EE	61,150