

MONROE COUNTY COMMUNITY SCHOOL CORPORATION
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ADMINISTRATORS AGREEMENT

July 1, 2007 – June 30, 2009

This agreement is made and entered into this 18th day of September, 2007, by and between the Board of School Trustees of the Monroe County Community School Corporation and the Monroe County Community School Corporation Administrators Association. This agreement supersedes all prior agreements.

Sound educational leadership requires a close partnership between the Board of School Trustees, its Superintendent, and the administrators of the school district. It is a goal of all these partners to foster educational leadership that will advance the cause of public education and bring about those changes necessary to educate the youth of our community as we move toward a new century. The Board acknowledges this relationship.

The Administrators Association fulfills its role by helping its members meet the responsibility of providing primary leadership in developing and maintaining educational programs for the Monroe County Community School Corporation.

The Board supports the Administrators Association in carrying out this leadership function and the furtherance of communication and mutual understanding.

FRINGE BENEFITS AND OTHER PROVISIONS

Payment of Employee's Share for Retirement – The School Corporation agrees to contribute the employee's share to the Indiana Teachers Retirement Fund or the Public Employees Retirement Fund, whichever is applicable, prior to the establishment of the individual administrator's contract amount. Such contributions shall be made for any and all appropriate monies, such as but not limited to extended contracts, athletic schedules, and extra-professional responsibilities.

Life Insurance – The Board will provide term life insurance for each administrator. The insurance coverage will equal one-time annual salary or \$30,000, whichever is greater. Each administrator will pay \$1.00 per month for the plan and the Board of School Trustees will pay the balance of the premium. Individual administrators shall be allowed to purchase additional life insurance at their own expense through the school plan provided the carrier approves the purchase of additional insurance.

Dental Insurance – The Board will provide dental insurance coverage for administrators. The Board agrees to contribute \$275.69 [\$294.99 in 2008, \$315.64 in 2009] for the single plan for the period January 1, 2007 to December 31, 2007. The balance of the single plan paid from the salary reallocation plan or by the employee (24 deductions per year). The Board agrees to contribute \$983.01 [\$1,051.82 in 2008, \$1,125.45 in 2009] for the family plan for the period January 1, 2007 to December 31, 2007. Two (2) persons working for the School Corporation who elect this benefit shall each be entitled to the family plan contribution for their respective employee groups. Balance of the family plan paid from the salary reallocation plan or by the employee (24 deductions per year).

Health Insurance – The Board will contribute \$4,124.23 [\$4,412.93 in 2008, \$4,721.84 in 2009] for the single health insurance plan for the period January 1, 2007 to December 31, 2007. Balance paid from salary reallocation or by the employee (24 deductions per year). The Board will contribute \$8,409.47 [\$8,998.13 in 2008, \$9,628.00 in 2009] for the family health insurance plan for the period January 1, 2007 to December 31, 2007. Two (2) persons working for the School Corporation who elect this benefit shall each be entitled to the family plan contribution for their respective employee groups. Balance of the family plan paid from salary reallocation or by the employee (24 deductions per year).

Long-Term Disability – The Board agrees to provide a long-term disability program for all administrators. Administrators shall be required to pay one dollar (\$1.00) annually from the salary reallocation plan or by the employee (24 deductions per year). The amount of disability benefits will equal 66-2/3% of the administrator's monthly salary starting on the 91st day of such disability.

Employee Assistance Program – The Board agrees to provide an employee assistance program.

Programs – Board contributions shall be made only for School Corporation contracted programs.

Benefits of Internal Revenue Code (Section 125 as amended by the Tax Reform Act of 1984, Section 531-HR4170) – Administrators may elect to utilize the provisions of the above noted Act through the Monroe County Community School Salary Reallocation Plan, effective September 1, 1985.

Sick Leave – Each administrator shall be granted ten (10) days during the first year of employment and nine (9) days in each year thereafter which may be used for daily absences resulting from personal or family illness, quarantine, or emergencies without loss of compensation. The term "family illness" will mean such illness, surgery, or accident involving an administrator's spouse, children, or parents as requires him/her to be absent from assigned responsibility. The term "emergency" means a sudden, generally unexpected occurrence or set of occurrences demanding immediate action. This number shall be pro-rated upward to accommodate administrators with contracts longer than 185 days. Days not used in

any contract year for sick leave purposes may accumulate in the administrator's sick leave bank until retirement and may be used when illness events exceed the yearly grant. Accumulated sick leave which shall include all previously accumulated sick leave, personal business leave, and current unused illness/emergency days shall be tabulated and reported to each administrator at the beginning of each school year. Accumulated sick leave is transferable under Indiana law to other employing Indiana school corporations beginning with the second year of employment at the rate of three (3) days per year until the number of accumulated days has been transferred.

Personal Business Leave – The minimum personal business days awarded to administrators during any contract year shall be three (3). This number shall be pro-rated upward to accommodate administrators with contracts longer than 185 days. Unused personal business leave days shall be automatically converted to sick leave at the end of the school year. Accumulated sick leave days and accumulated personal business leave days shall be tabulated and reported to each administrator at the beginning of each school year.

Sabbatical Leave

Section 1 – Eligibility. Administrators who have completed five (5) consecutive years of service in the school district shall be eligible. No more than one (1) percent, to the nearest whole number of administrators may be granted sabbatical leave in any one school year. This leave may not be used to extend any other leave and may not be granted more than once every seven (7) years for any administrator.

Section 2 – Activities. Sabbatical leave may be granted for the purpose of study in an institution of higher learning, for independent study on a project or problem of value to the school district or for educational travel or any combination of the above, as approved by the Board. Study in an institution of higher learning shall be limited to programs which will improve the skills of the administrator in his assigned area of responsibility at the time of the application.

Section 3 – Stipend. Sabbatical leave computations will be made on the basis of locating the individual on an administrators' salary schedule. Stipends will be determined as follows:

- (a) Administrators with sixteen (16) or more years of service in the system will qualify for sixty (60) percent of their annual pay, and a like percentage of Board contributions to insurance fringe benefits.
- (b) Administrators with five (5) through fifteen (15) years of service in the system will qualify for fifty-five (55) percent of their annual pay, and a like percentage of Board contributions to insurance fringe benefits.

The above stipend will be paid to the administrator during the year of the leave.

Section 4 – Application. The application must be submitted to the Superintendent, not later than the first school day in February, preceding the year in which the sabbatical is to be taken. (A waiver on considering applications received after the deadline may be granted by the Superintendent.) The application must include a carefully developed plan for study and/or travel.

Section 5 – Selection and Approval. Application for sabbatical leave will be reviewed by the Superintendent. The recommendation will be forwarded to the Board for consideration. The applicant will be notified of the recommendation and the final action of the Board by March 15. Criteria for selection will be:

- (a) The value of the proposed plan to the district; and
- (b) Improvement of the professional service of the applicant.

Section 6 – Terms of Sabbatical Leave Agreement.

- (a) The applicant agrees to return to the service of the district for a period of two (2) years. In the event of failure to return to the school district, the applicant shall repay the full stipend. If the second year is not completed, the applicant must refund fifty (50) percent of the sabbatical stipend received. Stipends shall be repaid within twenty-four (24) months, unless the Board arranges for other appropriate services.
- (b) The applicant may accept scholarships, fellowships, assistantships, and the like where the purpose of the grant or appointment is in harmony with the stated purpose for the leave.
- (c) Remunerative employment while on leave may be accepted only if the tasks demanded are of clear educational advantage to the applicant, if approved by the Superintendent.
- (d) Any deviation from the approved sabbatical leave plan must be submitted in advance of the deviation to the Superintendent and Board for approval.
- (e) The applicant agrees to submit a written, and if requested, oral presentation to the Superintendent and Board upon return to duty. Such written presentation shall be submitted to the Superintendent and Board no later than one hundred twenty (120) calendar days following the applicant's return to the service of the School Corporation. Additional time within which to submit said report may be granted by the Superintendent for good cause provided that a request for such extension of time is submitted in writing to the Superintendent not less than thirty (30) calendar days before said report is due to be submitted. The report shall consist of the following points.
 - (1) A statement of the goals and objectives for which the sabbatical leave was granted.
 - (2) A description of the activities followed which were intended to achieve the goals; i.e. travel experiences, courses studied, publications or printed material developed.
 - (3) Evaluative statements of supervisors or instructors who were involved in coordinating or supervising the project.
 - (4) A statement of the applicant regarding his assessment of the worth of the sabbatical leave experience as it specifically relates to the applicant's project.
- (f) The applicant retains seniority, retirement and tenure rights as if he were in regular employment. The applicant also will be entitled to regular increments on the salary schedule earned during this period as if he were in regular employment.
- (g) Upon return, the applicant will be restored to his former position. The applicant shall notify the school corporation in writing of his/her intent to return forty-five (45) days prior to the end of the last semester of his/her leave.

Travel – An administrator, who is required to use his/her automobile, by virtue of assignment to more than one building or by virtue of assigned duties, shall be reimbursed at the IRS mileage rate. Before travel reimbursements will be paid, the individual administrator shall document the use of his/her

automobile for school purposes by submitting the required forms to the Business Office. Such forms shall be submitted on a monthly basis.

All other travel requests will be submitted on the approved forms and authorized by the Board of School Trustees in accordance with the regulations pursuant to both the language and the intent of MCCSC Board Policy 3440.

Salary Information – The President of the Administrators Association shall have access to information regarding each administrator’s contract at the beginning of each contract year, and whenever any modifications to a contract are made.

Summer School Site Coordinators – Summer School site coordinator positions will be posted for applications yearly. The Assistant Superintendent for Human Resources and Personnel will notify the MCCSCAA President of the posting and timelines for filling the positions on an annual basis.

A screening committee composed of one elementary, one middle school, and one high school administrator will be organized to assist in the interview and selection process for Summer School administrators.

Membership on System-wide Committees – The Superintendent and the President of the MCCSCAA will meet in the fall of each school year to discuss MCCSCAA representation on system-wide committees. As additional committees are formed throughout the year, the Superintendent will discuss MCCSCAA representation with the President.

The Superintendent shall allow the minutes of Cabinet meetings, Executive Council meetings, and other meetings where the MCCSCAA has no formal representation to be distributed to all administrators, as approved by the Superintendent. The MCCSCAA shall be responsible for asking members of those committees, etc., to take notes and disseminate them to members.

Professional Leave for Administrators – The school corporation views participation in professional organizations as both a benefit to individual employees and to the reputation of the school system. Administrators are encouraged to participate in professional organizations related to their current positions and career aspirations. Professional leave for attending organization meetings and conferences may be granted by the appropriate supervisor. An administrator may also apply to the Superintendent for additional days for special circumstances such as serving as president of a professional organization at the state or national level.

Grievance Procedure – All administrative personnel shall have access to a grievance procedure whereby complaints may be presented to the immediate supervisor of the party against whom the grievance is addressed, for review and termination. The grievance procedure will consist of these steps:

- (1) the administrator shall present the grievance to the immediate supervisor concerned;
- (2) the immediate supervisor shall review the grievance and take appropriate action to resolve and terminate the grievance;
- (3) the administrator shall have the right of appeal to the next higher level of authority should the resolution or termination be unsatisfactory; and
- (4) an administrator filing a grievance may elect to have a member of the Administrators Association Executive Board present at any or all presentations of the grievance.

Contracts

- A. Each administrator who is to continue to be employed shall be recommended by the Superintendent of Schools for re-employment. The length of contract shall be for a period not to exceed three (3) years with compensation review and salary adjustment to be made on an annual basis.
- B. Each administrator will secure approval of a list of days to be worked to fulfill the terms of his/her contract from the Superintendent of Schools. The Superintendent may act on a case-by-case basis to approve individual requests to count additional days worked in one contract year against the number of days required to be worked the ensuing contract year.
- C. The work year for 238-day administrators is determined as follows:
 - (1) 236 work days
 - (2) Two (2) paid and seven (7) unpaid holidays. The paid holidays are Christmas and New Year's Day. The unpaid holidays are July 4, Labor Day, Thanksgiving, Christmas Eve Day, New Year's Eve Day, Martin Luther King Jr. Day and Memorial Day. Holidays which fall on a weekend may be taken on the preceding or following work day.
 - (3) The balance of the year's week work days will be non-working, non-paid days.

Administrators who have 238-day contracts are expected to be on duty in accordance with the schedule above with non-working days to be approved by the immediate supervisor.

- D. When recommended by the immediate supervisor and approved by the Superintendent of Schools, an administrator may exchange up to five (5) days of contracted time for five (5) days of time while not under contract. This compensatory time arrangement will be used for the completion of tasks which cannot be done during the contracted time frame.

In all original contracts and revisions, the administrator's annual compensation will be computed by the following method.

SALARY SCHEDULE FORMULA

$$C = [T \times B \times (R + E + L)]$$

C = Administrator's Annual Compensation

T = Time Ratio – contractual commitment for a specific number of days

B = Daily Base – \$387.60 (July 1, 2007 – June 30, 2008) – estimated

R = Role Ratio – special skills, responsibilities, situational factors, and working conditions

E = Education – education, training and certification

L = Longevity – service to district and others, including teaching and counseling as well as Supervisory/administrative experience

No administrator shall be paid at a daily rate less than 2.5% above that which s/he would receive as a teacher.

It is the intent of this agreement that administrators will be compensated in 26 equal installments with administrative payroll dates to coincide with the payroll dates for the Monroe County Community School Corporation teachers.

CRITERIA FOR DETERMINING SALARY STRUCTURES FOR ADMINISTRATIVE PERSONNEL

	Areas of Focus	Elements of Criteria
A.	Professional Background (Qualifications)	Education (degree, credit units), training (knowledge, expertise) certification(s), experience, nature of special skills or expertise, and other background.
B.	Duties, Responsibilities, and Environmental Factors	Description of tasks actually performed directly or indirectly: quantity and frequency of contacts with the public; unique services performed; nature of delegated authority and responsibilities; status in relation to other administrative position; span of control, number of people supervised and evaluated; financial responsibility (amount of fiscal authority and accountability); degree of conflict or tension of specific position; degree of pressures and stress of assigned tasks; degree of creativity and innovation required.

FORMULA EXPLANATION						
A.	RATIO VALUES – EDUCATION					
	Non-Degree	.05	M.S.	.08	Specialist	.11
	B.S.	.07	M.S. + 30	.09	Doctorate	.13
			M.S. + 60	.10		

B.	LONGEVITY (Includes total years of experience in education-related fields)							
	0 years	.02	4 years	.06	8-9 years	.11	16-17 years	.15
	1 year	.03	5 years	.07	10-11 years	.12	18-19 years	.16
	2 years	.04	6 years	.08	12-13 years	.13	20-21 years	.17
	3 years	.05	7 years	.09	14-15 years	.14	22-25 years	.18
							26-29 years	.19
							30 + years	.20

ROLE RATIO

	Responsibility Level	Potential Range
I.	Comptroller Assistant Superintendent for Human Resources & Personnel Assistant Superintendent for Curriculum & Instruction Director of Assessment & School Operations	.85 - .90
II.	High School Principal	.80 - .85
III.	Middle School Principal Director of Special Education Director of Extended Services	.75 - .80
IV.	Elementary School Principal Alternative High School Principal High School Assistant Principal Director of Hoosier Hills Career Center Director of Adult Education Director of Literacy Services	.70 - .75

V.	Director of Information Services Middle School Assistant Principal High School Administrative Assistant High School Athletic Director	.65 - .70
VI.	Director of Planning Director of Social Services Assistant Comptroller Middle School Administrative Assistant	.60 - .65
VII.	Elementary Assistant Principal High School Assistant Athletic Director Assistant Director of Human Resources	.55 - .60
VIII.	Director of Food Services Director of Transportation Elementary Administrative Assistant Administrative Assistant to Superintendent & School Board	.50 - .55
IX.	Director of School Age Care Program	.45 - .50
X.	Director of Health Services	.30 - .40

Role Ratio Assignment

- a. New Administrative Positions – Any new administrative position shall have a role ratio established by the Superintendent. The Board of Directors of the Administrators Association shall have the opportunity to review the proposal. It will become a part of the next salary agreement consideration.
- b. Role Ratio Reconsideration – An administrator requesting review of the role ratio assigned to his/her position shall submit a written request to the Superintendent of Schools prior to January 1. The Superintendent shall make a determination of the request by April 1. The Board of Directors of the Administrators Association shall have the opportunity to review the request prior to the final determination by the Superintendent.
- c. Adjustment of Role Ratio due to Decreasing Enrollments – Downward adjustment of a Role Ratio required because of decreasing enrollments at the building level will be delayed one (1) school year after the decrease is experienced.

ENROLLMENT TABLES

Elementary Administrators			
# of Students	Principal	Assistant Principal	Administrative Assistant
0 – 199	.70	.55	.50
200 – 299	.71	.56	.51
300 – 399	.72	.57	.52
400 – 499	.73	.58	.53
500 +	.74	.59	.54

Secondary Administrators						
# of Students	H.S. Principal	H.S. Asst. Principal	H.S. Admin. Asst.	M.S. Principal	M.S. Asst Principal	M.S. Admin. Asst.
0 – 499	.80	.70	.65	.75	.65	.60
500 – 999	.81	.71	.66	.76	.66	.61
1000 – 1499	.82	.72	.67	.77	.67	.62
1500 – 1999	.83	.73	.68	.78	.68	.63
2000 +	.84	.74	.69	.79	.69	.64

TIME RATIO

Building Administrator	2007-2008 Days Employed
High School Principal	238
High School Assistant Principal	220
High School Administrative Assistant	220
Alternative High School Principal	220
Middle School Principal	210
High School Athletic Director	210
Middle School Assistant Principal	205
Middle School Administrative Assistant	205
Elementary School Principal	200
Elementary School Assistant Principal	195
High School Assistant Athletic Director	195
Elementary Administrative Assistant	195
Business Affairs	
Comptroller	238
Director of Extended Services	238
Director of Planning	238
Director of Information Services	238
Assistant Comptroller	238
Director of Food Services	238
Director of Transportation	238
Personnel Services	
Assistant Superintendent for Human Resources & Personnel	238
Assistant Director of Human Resources	238
General Administration	
Administrative Assistant to Superintendent & School Board	238
Instruction	
Assistant Superintendent for Curriculum & Instruction	238
Director of Assessment & School Operations	238
Director of Hoosier Hills Career Center	220
Director of Special Education	220
Director of Literacy Services	220
Director of Social Services	220
Director of Adult Education	220
Director of School Age Care Program	200
Director of Health Services	200

Non-Working Days – Non-working days may be used during the twelve-month contract period or within sixty (60) days after the end of that contract. Non-working days used after the end of the contract will be scheduled with and approved by the Superintendent.

Assignment and Transfer – When an administrator is reassigned to a teaching position for any reason, that person’s system seniority will become building seniority in the new assignment.

Non-renewal of Administrator’s Contract

A. **Definition** – Contract non-renewal means:

1. employment in any capacity within the school corporation has ended;
or
2. employment in some capacity is continued at a lower salary schedule and/or a change in the number of contracted days.

B. **Notice**

On or before February 1 of the year during which an administrator’s contract is due to expire, the Board or an employee at the direction of the Board, shall give the administrator written notice of refusal to renew his contract for the ensuing school year. If no notice is given on or before February 1 of the year during which the administrator’s contract is due to expire, the contract then in force shall be reinstated only for the ensuing school year. Nothing in this section prevents the modification or termination of a contract by mutual agreement of the administrator and the Board.

C. **Right to Private Conference**

At least thirty-three (33) days before giving written notice of refusal to renew an administrator’s contract, the Board shall inform the administrator by written preliminary notice that the Board is considering a decision not to renew the administrator’s contract and that, if the administrator files a request with the Board for a private conference within five (5) school days after receiving the preliminary notice, the administrator is entitled to a private conference with the superintendent. If the administrator files a request with the Board for a private conference within five (5) school days after the private conference with the superintendent, the administrator is entitled to a private conference with the Board before being given written notice of refusal to renew his contract. The preliminary notice must include the reasons for considering a decision not to renew.

D. **Reassignment**

When reassignment of administrative personnel is necessary, the following procedures will be observed:

1. Preliminary notice will be given in writing by January 1. This notice will include a statement pertaining to the reason for the reassignment, i.e. performance, building closing, reduction-in-force, etc.
2. Final written notice will be given by February 1.
3. If reassignment returns the administrator to the teaching ranks, all provisions of MCCSC 3130 and its pursuant regulations will apply.

Parental Leave

Section 1 – Maternity Leave

Maternity leave will be granted in accordance with current state statutes.

Section 2 – Paternity Leave

A male administrator will be entitled upon request to a leave without compensation to begin at any time between the birth of a child to his wife and one (1) year thereafter.

Section 3 – Adoption Leave

An administrator adopting an infant child (i.e. one (1) year of age or less) will be entitled to a leave without compensation to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements of adoption.

Leave of Absence for Child Rearing or Family Medical Concerns – Administrators may request a leave of absence for up to five (5) school years for child rearing or to provide care for immediate family members subject to the recommendation of the Superintendent and the approval of the Board. To be eligible to return, the administrator shall notify the Personnel Office by April 1 prior to the school year in which he/she plans to return. Upon return, the administrator shall be offered at least a teaching position for which he/she is certified subject to the operations of Policy 3130 (Reduction-in-Force) and shall be considered for the first administrative position for which he/she is certified. That administrative position may be equal to but not of a higher role ratio than the position held at the time the leave was granted. No corporation paid benefits are provided for this leave. Administrators shall not use this leave in conjunction with employment in either the public or private sector.

Health and Hardship Leave

Section 1 – Term

A leave of absence without compensation will be granted for a period not to exceed one year to administrators because of physical or psychiatric disability or illness. A consecutive leave of one year may be granted at the discretion of the Board of School Trustees. In addition, a leave of absence without compensation may be granted to administrators for a period not to exceed one (1) year because of an illness of a family member. The leave shall be for absence without pay, authorized for a period of thirty (30) days or more. The leave implies that a position for which the administrator is qualified will be held open or will be made available to the administrator upon his/her return from the leave of absence.

Section 2 – Benefits

While on leave of absence, the administrator may continue his/her membership in the various insurance plans if he/she pays the entire premium and if he/she is not employed elsewhere and covered by group insurance. Sick leave credits do not accumulate while on leave of absence.

Section 3 – Re-employment

Should the leave be denied and the administrator is forced to terminate his/her employment because of conditions beyond his/her control, he/she shall be given first consideration for re-employment when a vacancy occurs in his/her area of certification.

Extended Professional Leave

Section 1 – Leave

Administrators who have completed at least four (4) years of service in the school corporation shall be granted an extended professional leave without pay for a period of one (1) semester or one (1) school year upon request. Administrators taking extended professional leave will notify the MCCSC Personnel Office in writing before November 1 of the first semester or before April 1 of the second semester of their intent to return to MCCSC employment for the next semester or the next school year.

Section 2 – Use

This leave may not be used to extend any other type of leave and may be taken no more than once in a seven (7) year period. The leave will not be for the purpose of employment in another school corporation.

Section 3 – Benefits

While on an extended professional leave, the administrator may continue his/her membership in the various insurance plans if he/she pays the entire premium and if he/she is not employed elsewhere and covered by group insurance. Sick leave credits do not accumulate while on extended professional leave.

Section 4 – Re-employment

Upon return from taking an extended professional leave, administrators shall be restored to their former positions, or to a position of comparable seniority and status.

Job-Sharing Opportunities

Section 1 – Provisions

The phrase “job sharing” shall mean two currently employed administrators sharing one full-time position on a pro-rated basis. Job sharers shall not be deemed part-time employees. The following provisions apply to job sharers:

1. Both administrators who desire to participate in the job-sharing program are certificated for the position they wish to share;
2. Both administrators mutually agree to the job share;
3. The building principal (where applicable), the Assistant Superintendent for Curriculum and Instruction, and the Assistant Superintendent for Human Resources and Personnel agree to the job share; and,
4. The Superintendent of Schools agrees to the job share.

Section 2 – Proposal

The administrators desiring to work together as a job-sharing team shall develop a detailed proposal setting forth their plan for sharing one full-time position for the full school year.

1. This plan shall cover all aspects of the administrative assignment.

2. Each member of the job-sharing team shall have full responsibility for the development and implementation of such a plan.
3. By March 1, the detailed plan shall be submitted for approval to the Assistant Superintendent for Curriculum and Instruction. If action to approve or disapprove the proposal is deemed unacceptable, the Assistant Superintendent will meet with the applicants to discuss ways of making the proposal acceptable.
4. Should either the Superintendent or the Assistant Superintendent for Curriculum and Instruction disapprove the job share, such decisions shall be final.

Section 3 – Benefits

Members of a job-sharing team shall be entitled to all rights of full-time administrators, subject to:

1. The salary of each administrator participating in the job-sharing team shall be the proportionate amount as defined in the job-share plan of the salary that each administrator would have received if they were full time.
2. Members of the job-sharing team shall receive the pro-rated number of sick and personal business days as provided full time.
3. The Board shall pay job-sharing administrators a pro-rated amount toward the fringe benefits set forth in the Administrators Agreement.
4. Both administrators participating in the job share shall be responsible for attending and/or obtaining information disseminated at all meetings as established in their job-sharing proposal. Job-sharing team members shall attend those parent-teacher conferences, special education conferences, and in-service sessions which full-time administrators are required to attend.

Section 4 – Continued Employment

An administrator who was employed by the school corporation as a full-time administrator prior to participation in a job share shall be eligible to return to full-time employment at the end of the job share. An administrator who was a part-time administrator shall be eligible for the same percentage of contract at the end of the job share.

Section 5 – Length of Job Share

The job share shall be for a period of one (1) school year unless the Assistant Superintendent for Human Resources and Personnel, Superintendent, and the job share administrators mutually agree to continue the job share.

1. The job share shall be renewed on an annual basis only.
2. Administrators who desire to renew a job share for an additional year must notify the Personnel office in writing by March 1.

Section 6 – Application Procedures

Administrators may indicate interest in administrative job sharing through the annual survey (Policy 3130

- paragraph 1) conducted by the Personnel Office. The Personnel Office shall distribute a list of possible job share applicants and positions to all who express interest.

Absences, Job-Related Injury

Section 1 – Program

The program of benefits for administrators injured or who incur occupational disease in the performance of their duties shall conform to the provisions of the Workmen’s Compensation Act of the State of Indiana.

Section 2 – Procedures

1. Administrators shall report the situation to their immediate supervisor at once. In cases of emergency, a school nurse may be consulted for advice and instruction.
2. Administrators will be eligible for benefits which include medical attention, hospital care, compensation for permanent disability and compensation for lost time.
3. Compensation for lost time will begin on the eighth day of disability; however, if the disability continues for more than 28 days, compensation for the first seven (7) days will be paid.
4. In addition to those benefits required by law, the school corporation will provide the following supplemental benefits for administrators:
 - a. During the first seven (7) days of disability, the administrator will receive compensation at his/her regular daily rate. The absence will not be charged against accumulated sick leave.
 - b. Beginning with the eighth (8th) day of disability, the administrator will receive compensation from the insurance company as provided by law. If s/he has accumulated sick leave, supplemental compensation from the school corporation will be granted in an amount equal to the difference between the insurance compensation and the administrator’s regular compensation rate.
 - c. The duration of the supplement will depend upon the number of accumulated leave days when disability began. For each scheduled working day for which supplement is received, one-half day of accumulated sick leave will be deducted.

Civic Leave

Section 1 – Election Board

Administrators may be granted leave for public service on Election Boards with compensation for the difference between payment for Election Board duty and the regular salary, provided the regular salary is greater.

Section 2 – Governmental Positions

Administrators engaging in public office of extended duration may be granted leave without pay. Return to duty at the conclusion of the leave will be contingent upon the availability of a position for which the staff member is qualified. Currently employed administrators will not be dismissed to create a position for

an administrator returning from leave; however, no new administrator will be hired to fill a position for which the returning administrator is qualified.

Section 3 – Campaigning for Public Office

A leave of absence without pay for a period not to exceed six (6) weeks may be granted to an administrator upon request for the purpose of campaigning.

Section 4 – Court Leave

Administrators who must appear in court as a result of a court order related to their positions within the MCCSC shall be excused for the duration of such appearance. Provisions of this leave shall not be extended in cases in which administrators are a party to a suit against the school corporation. In other cases in which the administrator is a party in the legal proceedings, the administrator shall receive a maximum of five (5) school days per year for such leave. The first two (2) of the five (5) school days shall be charged to personal business leave or taken without pay if personal business days are not available. Except as provided above, court leave shall be with full pay less witness fees paid.

Section 5 – Jury Duty

1. Compensation

Administrators will be granted leave for jury duty. Leave will be with compensation for the difference between payment for jury duty exclusive of mileage and the administrator's regular salary. Upon notification of jury duty, the administrator should immediately inform his/her supervisor.

2. Remittance

Upon receiving payment from the county for jury duty, the administrator shall immediately notify the Business Affairs Office of the payment amount. The exact amount of the jury duty payment, exclusive of mileage, will be deducted from the employee's next regular paycheck.

Military Leave

Military leave will be granted in accordance with current state statutes.

Bereavement Leave

Each administrator will be entitled to bereavement leave with pay not to exceed five (5) school days for each occurrence of bereavement. The administrator's professional judgment shall be used to determine the extent of the leave needed and under what circumstances the leave is taken.

In taking the leave, the administrator will consider personal needs and family needs and his/her ability to meet professional needs during difficult times.

Substituting

Retired administrators who annually notify the Human Resources/Personnel Office of their availability shall be given first priority for substitute teaching assignments subject to reasonable administration of daily assignments.

Retirement Benefits

Section 1 – IRS Section 401(a) Savings Plan

(Tier I) The Board shall establish a retirement plan qualified under Section 401(a) of the Internal Revenue Code (“New Plan”). The School Corporation shall match the administrator’s contribution of the administrator’s 403(b) annuity up to 2.25% of the administrator’s base contract amount. The School Corporation’s matching contribution shall be made to the New Plan. These contributions shall vest after five (5) years of New Plan participation. Employees as of June 30, 1999 will vest after completing five (5) years of experience with the School Corporation. However, all employees of the School Corporation with five (5) years or more of experience with the School Corporation on June 30, 1999 will be 100% vested in these contributions.

(Tier II) In any school year, if an administrator accumulates two thirds of the possible sick days for that school year, the School Corporation shall contribute \$100 into the New Plan. These contributions shall vest after five (5) years of New Plan participation. Current employees of the School Corporation as of June 30, 1999 will vest after completing five (5) years with the School Corporation. However, all employees of the School Corporation with five (5) years or more of experience with the School Corporation on June 30, 1999 will be 100% vested in these contributions.

Section 2 – Retiree Insurance Benefits

(Group 2) – For administrators who, as of August 15, 2005, have completed at least ten (10) years of employment as a teacher or administrator in the Monroe County Community School Corporation, and; who are at least age 55 on August 31, 2005, but who have not retired, or will attain eligibility for unreduced benefits under the Indiana State Teachers Retirement Fund or the Public Employees Retirement Fund (age 65 and 10 years of TRF credited service, age 60 and 15 years of TRF credited service, or age 55 plus years in TRF credited service equal or greater than 85) on or before August 31, 2015, but who have not retired, the Board shall establish and maintain a pooled VEBA (Voluntary Employee Beneficiary Association) plan pursuant to Section 501(c)(9) of the Internal Revenue Code. For administrators in Group 2, the following will apply when the administrator actually retires from Monroe County Community School Corporation:

The School Corporation agrees to provide an amount equal to the present value of \$286.79 monthly if the retiree had single coverage or \$584.77 monthly if the retiree had family coverage, plus \$19.17 monthly if the retiree had single dental coverage or \$68.36 monthly if the retiree had family dental coverage for each month between their actual retirement date and the month before their eligibility for Medicare coverage as prescribed by 42 USC 1395 et. seq., as in effect on August 15, 2005. The assumed interest rate for purposes of determining the present value shall be 5%. In order to be eligible for the amounts shown, the retiree must have been enrolled in the plan or plans they wish to continue in the school year immediately preceding retirement.

This present value shall be deposited into an individual VEBA (Voluntary Employee Beneficiary Association) account in the retiring administrator's name. The deposit shall first come from a pooled VEBA (Voluntary Employee Beneficiary Association) account and if that account is exhausted, then from the School Corporation.

(Group 3) – For administrators as of August 15, 2004 who had completed five (5) years of experience with Monroe County Community School Corporation, but were not in Group 1 or Group 2, and who have not retired, the Board shall establish and maintain an individual VEBA (Voluntary Employee Beneficiary Association) account plan pursuant to Section 501(c)(9) of the Internal Revenue Code. For administrators in Group 3, the following shall apply:

- (a) The School Corporation agrees to provide an amount equal to the present value of \$374.25 payable monthly for each full month between their assumed retirement date and their eligibility for Medicare coverage, as prescribed by 42 USC 1395 et. seq., as in effect on August 15, 2005. This present value would be deposited into an individual VEBA (Voluntary Employee Beneficiary Association) account in 2005 from the HEA 1120 bond proceeds.
- (b) Present value contributions to a VEBA (Voluntary Employee Beneficiary Association) account on behalf of an administrator will vest with that administrator once the administrator has satisfied the following requirements:
 - (1) The administrator must be at least fifty-five (55) years of age.
 - (2) The administrator must have at least ten (10) years of experience with the Monroe County Community School Corporation.
- (c) If at the time the employment relationship is severed with the Monroe County Community School Corporation an administrator does not meet the vesting requirements pursuant to section (b) above, the VEBA (Voluntary Employee Beneficiary Association) account shall be forfeited, and such forfeitures will be used to offset the Monroe County Community School Corporation contributions for Group 4.
- (d) In making the present value determination the following assumptions shall be used:
 - (1) **Interest Rate.** The assumed interest rate for purposes of determining the present value shall be 4% in the first three years, 5% in the next three years, and 7% thereafter. However, for post retirement calculations a 5% interest rate shall be used.
 - (2) **Retirement Age.** It is assumed that an administrator terminates employment on September 1, following the administrator reaching the age of fifty-eight (58) and completing ten (10) years of service with the Monroe County Community School Corporation. If an administrator is already fifty-eight (58) or older and has completed ten (10) years of service with the Monroe County Community School Corporation, it is assumed that administrator will retire at the end of the next school year.
 - (3) **Turnover Rate.** There shall be no turnover rate assumption.
 - (4) **Rehired Administrators.** Amounts forfeited upon severance of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or reemployed by the School Corporation. If the Board grants an approved leave of absence, such period of leave shall not result in forfeiture provided the employee promptly returns to employment following the expiration of the period of leave. If an administrator's employment is severed because of a reduction in force, the administrator's period of time on the recall list shall not result in forfeiture, provided the administrator is recalled within the time period in Policy 3130.
- (e) Upon retirement under this section, the individual may then submit qualified medical expenses to the VEBA (Voluntary Employee Beneficiary Association) vendor for reimbursement from their individual VEBA (Voluntary Employee Beneficiary Association) account, so long as there is a balance in that account.

(Group 4) – For administrators hired by the Board of School Trustees of the Monroe County Community School Corporation prior to May 1, 2004, who as of August 15, 2004 are not in Groups 1, 2, or 3, and for administrators hired on or after May 1, 2004, the Board shall establish and maintain an individual VEBA (Voluntary Employee Beneficiary Association) plan pursuant to Section 501(c)(9) of the Internal Revenue Code. For administrators in Group 4, the following language will apply:

The School Corporation shall deposit an amount equal to one-half of one percent (.5%) of each administrator's base contract amount annually into an individual VEBA (Voluntary Employee Beneficiary Association) account on behalf of each administrator. This one-half of one percent (.5%) ongoing contribution will vest with an administrator upon completion of five (5) years of continuous service with the School Corporation. One year of service shall be credited upon completion of one hundred twenty (120) days in a given school year. Years of service completed prior to August 15, 2004, shall be credited toward completion of the five (5) year vesting period. In addition to this ongoing contribution, the School Corporation shall deposit a one time lump sum payment of two hundred dollars (\$200.00) into an individual VEBA (Voluntary Employee Beneficiary Association) account on behalf of each administrator in Group 4 during their first year of employment.

(General) – Once amounts are deposited into an individual VEBA (Voluntary Employee Beneficiary Association) account for an administrator, the following will apply:

- (a) The administrator will have no access to their individual VEBA (Voluntary Employee Beneficiary Association) account until they terminate employment with a vested account from Monroe County Community School Corporation.
- (b) At no time may an administrator borrow from their VEBA (Voluntary Employee Beneficiary Association) account.
- (c) Once an administrator has access to this individual VEBA (Voluntary Employee Beneficiary Association) account, the account may be used for any qualified medical expense under Section 213 of the Internal Revenue Code.
- (d) Upon the death of a retired administrator with a remaining individual VEBA (Voluntary Employee Beneficiary Association) account, the retiree's spouse or dependents may use the remaining balance in accordance with the VEBA document.
- (e) Upon the death of an active administrator with an individual VEBA (Voluntary Employee Beneficiary Association) account who dies after meeting the vesting requirement above, the administrator's spouse or dependents may use the remaining balance in accordance with the VEBA document.

Existing Board Policies

The following MCCSC Board Policies by their mention here are appended to this Agreement:

- | | |
|---|-------------------------|
| #3242 Professional Growth and Development | #3432 Sick Leave Bank |
| No # Administrator Performance Appraisal | #3430 Leaves of Absence |
| #9130 Public Complaints and Concerns | |

Date

President, MCCSC Administrators Association

Date

Superintendent, Monroe County Community School Corporation

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