

**CONTRACT**  
**BETWEEN**  
**THE BOARD OF SCHOOL TRUSTEES**  
**OF THE**  
**MARION COMMUNITY SCHOOLS**  
**AND**  
**MARION TEACHERS ASSOCIATION**  
**2016-2017**

THIS MASTER CONTRACT ENTERED INTO THIS 14th DAY OF SEPTEMBER, 2016 BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE MARION COMMUNITY SCHOOLS, HEREINAFTER CALLED THE "BOARD," AND THE MARION TEACHERS ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION."



**MARION COMMUNITY SCHOOLS**  
**Marion, Indiana**

BOARD NEGOTIATING TEAM

Greg Kitts - Chief Spokesperson  
Brad Lindsay, Superintendent  
Scott Murphy  
Shelley Preston  
Dr. Robert Schultz  
Leah Craig (notes)

M.T.A. NEGOTIATING TEAM

Scott Simpson—Chief Spokesperson  
Josh Halliwell  
Celinda Herman  
Stephanie Holcomb  
Sarah Jones

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## **I. Recognition**

### **A. Recognition**

The Board recognizes the Marion Teachers Association as the exclusive representative of certificated school employees in the following bargaining unit:

1. All certificated employees, as defined in Public Law #217, in the Marion Community Schools, School Corporation, except for:
  - Superintendent
  - Chief Academic Officer
  - Coordinator of Secondary Instruction
  - Coordinator of Title I and Elementary Instruction
  - Assistant Superintendent
  - Principals
  - Assistant Principals for Secondary Schools;
  - Deans
  - Directors of Personnel, Special Services, and of Industrial, Vocational, Technical and Adult Education
  - Business Manager
  - Assistant Business Manager
  - Auditorium Manager
  - Athletic Director
  - Any person engaged at least fifty percent (50%) of the time in the supervision or administration of personnel
  - Confidential Employees
  - Non-certificated Employees
2. This specifically includes teachers teaching in a non-traditional (non-classroom) setting.

## **II. Definitions**

- A. "Board" means the Board of School Trustees of the Marion Community Schools and any person(s) authorized to act for said body in dealing with its employees.
- B. "School Corporation" means the Marion Community Schools of the County of Grant of the State of Indiana.
- C. "Association" means the school employee organization which has been certified or recognized as the exclusive representative of said certificated school employees, or the person or persons duly authorized to act on behalf of such representative.
- D. "Days" as used in this contract shall mean calendar days unless otherwise specified.

### **III. Board and Association Relationships**

#### **A. Information**

1. The Board shall make available on request to not more than three designated representatives of the Association information, statistics and records which are relevant to negotiations and grievances and which are not privileged or confidential.
2. All teachers will have access to an electronic copy of the current school directory when published.
3. Each bargaining unit member shall have access to an electronic copy of this agreement each time a new agreement has been bargained.
5. All new teachers shall be informed of this agreement and how to access it as well as complete insurance information the day of their hiring or during orientation. The Association president will be notified of all new teacher hires.

#### **B. Association Business**

1. The President of the Marion Teachers Association or his/her designee together shall be allowed a total of fifty (50) days of Association leave per year for the purposes of conducting Association business and/or to attend to duties as an elected officer of the Indiana State Teachers Association, or elected official to the National Education Association provided that the Association reimburses the Board an amount equivalent to the compensation of the substitute teacher(s). The Association shall advise the Board of individuals using such released time by filling out the certified absence form and submitting it to the building principal. When possible, this notice shall be given at least one week in advance of the date for the released time, but in any event must be given at least by the day prior to the date of the requested leave.
2. The President of the Association will have release time of one-half (1/2) day each school day to conduct association business without loss of pay or benefits. This release time shall be scheduled during the second half of the school day. Every reasonable effort shall be made to assign the President to a one-half day assignment that is the same as his/her assignment the previous year. Upon the completion of the President's term/terms of office he/she shall be assigned to the position he/she held prior to becoming President. If the original position does not exist, he/she shall be assigned to a substantially equivalent position in accordance with any seniority provision that may exist in any contract or policy.

## IV. Grievance Procedure

### A. Definition

A claim by a teacher, except for a claim arising from the termination, non-renewal or cancellation of any teaching contract (see Article IX Section B. 7.) who is a member of the unit defined in (Recognition and Non-Discrimination) Article I.A., or by the Association, that there has been a violation, misinterpretation, or misapplication of any provision of either this agreement may be processed as a grievance as hereinafter provided.

### B. Informal Discussion

In the event that a teacher believes there is a basis for a grievance, he/she shall, within twelve (12) calendar days of the discovery thereof, discuss the alleged grievance with his/her building principal or immediate supervisor either personally or accompanied by his/her Association representative. The Principal or immediate supervisor may also be accompanied by his/her representative.

### C. Formal Procedure

1. If, as a result of the informal conference with the building principal or immediate supervisor, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on the form set forth in Annexed Appendix B, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal within seven (7) calendar days after the informal conference described in (Grievance Procedure) Article VII. B. above. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or his/her appointed designee.

Within seven (7) calendar days of receipt of the grievance, the principal or his/her designee shall meet with the Grievant and/or Association representative(s) in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within seven (7) calendar days of such meeting and shall furnish a copy thereof to the President of the Association and grievant.

2. If the Grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) calendar days of such meeting or fourteen (14) calendar days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent by the Grievant or by his/her Association representative within twenty-one (21) calendar days.

Within fourteen (14) calendar days the Superintendent and/or his/her designee(s) shall meet with the Grievant and/or his/her Association designee(s) on the grievance and shall indicate his/her disposition of the grievance in writing within seven (7) calendar days of such meeting and shall furnish a copy thereof to the Grievant and to his/her Association representative.

3. If the Grievant is not satisfied with the disposition of the grievance by the Superintendent or his/her designee or if no disposition has been made within seven (7) calendar days of such meeting or twenty-one (21) calendar days from the date of filing, whichever shall be later, the grievance may be transmitted by the Grievant or by his/her Association representative to the Board by filing a written copy thereof with the Secretary or other designee of the Board within twenty-one (21) calendar days.

The Board, within three (3) calendar weeks, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Grievant and Association.

4. If the Association after consultation with the Grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to non-binding arbitration before an impartial arbitrator within thirty (30) calendar days. The procedure for submission shall be by completing the appropriate form demanding arbitration by the American Arbitration Association (A.A.A.) with a copy sent to the Superintendent. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall present his/her findings to the Association and the Board, which findings shall be presented to both parties for their deliberations and considerations.

The fees and expenses of the arbitrator shall be shared equally by the parties.

#### D. Miscellaneous

1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of either party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Vacation days falling within the school term shall be excluded from the computation of the time limits. (see "APPENDIX B")
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. If, in the judgment of the Association, a grievance affects a group of teachers, the Association may submit such grievance in writing to the Superintendent or his/her designee directly and the processing of such grievance shall be commenced at step two (Grievance Procedure) Article VII. C. 2. of the formal grievance procedure.



4. All grievance hearings, except the informal conference provided for in (Grievance Procedure) Article VII. B. shall be held after the teacher's school day unless mutually agreed to by the Board and the Association. The informal conference shall be scheduled at the convenience of the parties.

## V. Teacher Working Conditions

### A. General

1. Whenever the Board requires a teacher to have a physical examination, the Board will pay the cost of the required examination; provided, however, that such exams shall be given by a physician or at a medical facility designated by the Board. In lieu of any required physical examination, the teacher may present a certificate of good health signed by a physician on forms prescribed by the Marion Community Schools. The Board will pay \$12.00 to the teacher's physician toward the cost of a physical examination administered by him/her

### B. Preparation and Planning Time

1. Special education teachers shall be granted staff involvement time to prepare for annual case conferences according to the following schedule:

<u>Number of students on "Teacher of Service" List</u>	<u>Staff Involvement Time</u>
9 or less	one day
10-18 students	one and one-half day
each additional group of students up to 9	one day

### C. Teacher Protection

1. Any teacher who is absent from work as a result of injuries received from assault and battery while performing his/her duties as prescribed by the school corporation shall receive in addition to the compensation prescribed by the Indiana Workers Compensation Act a sum of money equal to the difference between his/her basic compensation and the temporary disability workers compensation benefits for a period not to exceed one hundred eighty-three (183) working days or for a period equal to the number of working days the teacher is entitled to receive temporary disability workers compensation benefits, including the specified waiting period, whichever is less. (Note: Teachers accumulated leave would not be used and the teacher would receive the workers compensation benefit.)

## VI. Paid Leaves of Absence

### A. Personal Business

1. Three (3) days during each contractual year of employment for the transaction of personal business and/or civic affairs shall be granted teachers upon request in writing to the Superintendent. Such days shall be without loss of compensation and no reason must be given other than "Personal Business." The certified absence form will be used to record personal business days that are taken.

2. Any request of emergency nature should be expedited through the Principal to the Superintendent or his/her designee by telephone to be followed after verbal action by the aforementioned written notice.
3. At the end of each school year, unused personal business leave days shall be credited to cumulative sick leave.

B. Bereavement

1. Five (5) school days shall be granted for each death in the immediate family within any given school year. These days need not be taken consecutively. However, they must be used within 90 days of the death.

"Immediate family" shall be interpreted as spouse, children, parents, parents of spouse, child of spouse, sibling and sibling of spouse. Other relatives living in the same household with the teacher shall also be considered "immediate family."

2. Funeral Leave

- a. Each teacher shall be entitled to be absent, with pay, to attend funerals or memorial services (which are non-bereavement) a total of three (3) days per year.
- b. Funeral days are not cumulative.
- c. Teachers are not restricted from requesting additional unpaid leave days to be used for funeral (non-bereavement) or memorial service attendance.

C. Professional

Professional absence with pay will be allowed for trips which have been approved, in the budget, or when the Principal makes a request for the teacher to be away and such request has been approved by the Superintendent or his/her designee.

D. Jury Duty / Court Appearance

While on jury duty, a teacher shall be allowed full pay for time missed from school duties. The amount received for jury service shall be deducted from the teacher's pay.

An employee who is subpoenaed as a witness in court in a matter related to the scope of his/her employment will not be penalized in pay or leave time.

E. Illness

1. A teacher shall be entitled to be absent from work on account of personal illness or quarantine or to care for an ill family member, defined as spouse, children, parents, parents of spouse, child of spouse, siblings, siblings of spouse, or other relatives living in the same household with the teacher for a total of ten (10) days the first year of employment and for a total of ten (10) days each year thereafter without loss of compensation. If in any one year the teacher is absent on account of illness for fewer than the number of days allowed, the remaining days will be accumulative to a total of 90 days. No teacher will be allowed to accrue illness leave in excess of 90 days. Any current year unused days up to 13 days at the end of the year can be paid out at \$70 per day, can be accrued up to a total of 90 days, or a combination of paid out days and accrual. All teachers must complete the Illness Pay Out / Accrual form by the last teacher day of the school year. Pay outs will be made no later than the first payday in July 2017. Any and all accumulative sick leave may not be used other than during active employment. The right to such accumulative sick leave shall be automatically waived by a teacher during a leave of absence granted said teacher for any reason whatsoever (with the exception of maternity leave); however, this accumulative sick leave shall be available upon return to regular service.
2. A teacher transferring to the Marion Community Schools from another Indiana school corporation may transfer his/her accumulated sick leave at the rate of three (3) days per year of teaching experience until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted.

F. Sick Leave Bank

1. A member of the bargaining unit shall be eligible to become a member of the Sick Leave Bank. The purpose of the Bank shall be to provide a teacher income protection in the event of illness or injury which exhausts his/her accumulated personal illness leave prior to Long Term Disability Insurance becoming effective.
2. The Bank shall be formed by the voluntary participation and voluntary donations of one (1) personal illness day by teachers who then become members of the Bank. All donated days lose their identity and become the property of the Sick Leave Bank.
3. New teachers may become members within thirty (30) contract days following the date of employment. Teachers who have been employed in the school corporation may join during the first thirty (30) days of any contract year by paying the equivalent number of days assessed to Bank participants during the same period to which the teacher has been employed within the bargaining unit of the school corporation. Teachers who have joined the Bank, withdrawn from the Bank, and subsequently rejoin the Bank, will only be assessed for the days for the period(s) of lapse between memberships, at the same rate to which other Bank members were assessed.
4. When the Bank falls below fifty (50) days, an obligatory assessment of one (1) personal illness day shall be made on all current members of the Bank.

5. The Sick Leave Bank shall be administered by a committee composed of two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Association. The Sick Leave Bank committee will review all applications. The committee will grant, deny or suspend grants of leave from the Bank. In the event of a tie, the final decision will be made by a physician jointly selected by the Association and the Board. The cost of the physician will be shared equally by the Board and Association. The decisions of the committee will be final. The Sick Leave Bank committee will choose a Sick Bank Leave Committee member a chairperson for the term of the agreement.
6. Application for use of the Sick Leave Bank will be made to the chairperson of the committee responsible for administering the Bank. The application shall be accompanied by a statement from the attending physician describing the nature of the disability, and expected date of return to work. A maximum of forty (40) bank days will be allowed for a teacher during the contract year. If the teacher continues in active employment, the teacher shall repay the Bank for days owed at the rate of three (3) days per year at the start of each school year. The teacher may repay additional day(s) at the end of the school year. The obligation to repay days shall be waived upon the teacher's severance from the corporation. Upon a teacher's retirement from the corporation, resignation from the corporation, or severance from the corporation, that teacher will relinquish up to ten (10) personal sick days to his/her balance owed to the Bank. If aforementioned teacher has no personal sick days left, there is no obligation to pay. Upon a teacher's reassignment within the corporation that takes him/her out of the bargaining unit, the loan balance shall not be waived, and all paybacks will occur at the rate that is applied by Sick Leave Bank contract language. All other Sick Leave Bank privileges will cease during that time in which aforementioned participant is out of the bargaining unit. A teacher may not owe the Bank more than forty (40) days.
7. Retirees upon their retirement may donate, upon their prerogative, up to five (5) days to the Sick Leave Bank. Active members may donate, upon their prerogative, up to five (5) days to the Sick Leave Bank.
8. A teacher may withdraw from the Bank at any time but may not withdraw donated days.

G. Sabbatical

1. General

Upon request, one year leave of absence shall be granted each school year to no more than two (2) teachers in the Marion Community Schools for study in an accredited institution of higher education subject to the following conditions:

- a. A minimum of twenty-four (24) semester hours or thirty-six (36) quarter hours of approved graduate work beyond the Masters degree and taken on campus during the sabbatical is required in the teacher's certificated area or in such other area as agreed to by the Superintendent. No credit is allowed for summer sessions.

- b. Proof of official acceptance in graduate school and an approved program leading to an advanced degree or a course of study approved by the Superintendent must accompany the application.
- c. An official transcript showing at least twenty-four (24) semester hours or thirty-six (36) quarter hours of approved graduate work must be submitted to the Superintendent upon expiration of a sabbatical leave.

2. Application

- a. Applications shall be made in writing to the Superintendent and state the purpose for which the sabbatical leave is requested.
- b. All applications for sabbatical leave must be submitted to the Superintendent on or before February 1 for leaves beginning the following school year.
- c. At the discretion of the Superintendent, shorter notice may be acceptable depending upon the nature of the opportunity or emergency arising.

3. Eligibility and Approval

All approvals for sabbatical leaves shall be made by the Board upon recommendations of the Superintendent.

Any certificated teacher may be eligible for sabbatical leave provided he/she agrees and is eligible to fulfill the two year service requirement in the Marion Community Schools immediately following the conclusion of the sabbatical leave.

4. Term, Compensation, and Insurance

A sabbatical leave not to exceed one school year will be granted for a specific time period beginning with the first day of the school year.

The following financial plan has been developed for sabbatical leaves:

- a. The teacher, when accepting a sabbatical leave shall sign a written agreement pledging his/her immediate return to the Marion Community Schools for employment of not less than two full years. Failure to comply with such agreement will result in loss of all compensation for the leave and the teacher shall repay this compensation.
- b. Teachers on sabbatical leaves for one year shall upon their return to the system, be placed on the salary schedule as though they had been teaching in the school system the previous year.
- c. The financial benefits in "a" above shall be waived if the teacher has not maintained at least a "B" average in his/her course work.

Membership in all group insurance plans may be continued by the teacher paying the total premiums to the Business Office before each billing date.

Acceptance of fellowships, grants in scholarships, or like sources of supplemental income is permissible so long as they do not impede fulfillment of the purposes for which the sabbatical leave is granted.

In returning from sabbatical leave, a teacher will be assigned to his/her former or comparable position. If the original position does not exist, he/she shall be assigned to a substantially equivalent position in accordance with the contract or policy.

Any change of plans or courses to be taken from those contained in the original application must be approved in writing by the Superintendent or the agreement between the Board and the teacher shall be rendered null and void.

## **VII. Unpaid Leave**

### **A. Maternity/Paternity Leave**

1. A teacher who is pregnant and who desires a maternity leave shall notify the Superintendent in writing of her desire to take such leave and, except in cases of medical emergency, shall give notice at least thirty (30) days prior to the date of which her leave is to begin. This notice shall include the expected length of leave and a physician's statement certifying pregnancy or a copy of the birth certificate of the newborn whichever is applicable.
2. All or any portion of a leave taken by a teacher because of a temporary disability caused by her pregnancy, may, at the teacher's option, be charged to her available sick leave.

## **VIII. Professional Compensation**

### **A. Salary Guideline**

1. Salary shall be based on the guidelines contained in Appendix A.
2. Current teachers who were employed by Marion Community Schools and held a valid teaching license at any time during the 2015-2016 school year will receive a stipend of \$1,100 to be paid no later than October 31, 2016.

### **B. Addenda**

1. Salary shall be based on the guidelines contained in Appendix B.

D. Payment

1. Basic salaries for teachers shall be paid at the teacher's option in one of the following ways:
  - a. Twenty-six (26) equal payments; or
  - b. Twenty-one (21) equal payments.

The salary of a teacher who begins employment in the Corporation later than the opening date of the school year will be computed upon the actual number of days remaining in the school year, and will be prorated according to the number of paydays remaining in the school year. A payday occurring within five (5) days of the beginning date of employment shall be considered to have elapsed. In any case, payment for any work period cannot be distributed until the equivalent number of days to be paid has actually been worked.

D. Professional Hourly Rate and Mileage

1. The professional hourly rate for a teacher shall be defined as one-sixth of the basic salary divided by the number of contracted teacher days.
2. If counselors are required to work additional days outside the regular school year, they shall be paid at their professional daily rate.

**IX. Insurance**

A. Health Insurance

1. Teachers will be eligible to participate in the group health insurance plan options, as applicable, that are currently being offered.
2. The corporation will pay a portion of the total premium for the various group health insurance plan options listed in the tables below. The corporation contribution may not exceed the amount contributed by the state for its employees and will pay the lesser of the amounts listed in the table or the contributions made by state for its employees. Each plan participant will be required to pay the difference between the total premium of the option chosen and the corporation's contribution toward the total cost through appropriate payroll deduction.

<b>2016 Plan Name</b>	<b>Maximum Contribution</b>	<b>Corporation Annual HSA Contribution</b>
Single CDHP Wellness	\$ 4,621.00	\$1,251.12
Single CDHP Plan 1	\$ 4,877.00	\$1,001.52
Single CDHP Plan 2	\$ 5,183.88	\$ 599.04
Family CDHP Wellness	\$14,056.00	\$2,502.24
Family CDHP Plan 1	\$14,565.00	\$2,003.04
Family CDHP Plan 2	\$15,085.20	\$1,198.08

<b>2017 Plan Name</b>	<b>Maximum Contribution</b>	<b>Corporation Annual HSA Contribution</b>
Single CDHP Wellness	\$ 4,871.00	\$1,251.12
Single CDHP Plan 1	\$ 5,127.00	\$1,001.52
Single CDHP Plan 2	\$ 5,433.88	\$ 599.04
Family CDHP Wellness	\$14,556.00	\$2,502.24
Family CDHP Plan 1	\$15,065.00	\$2,003.04
Family CDHP Plan 2	\$15,585.20	\$1,198.08

3. The corporation will make annual contributions to the health savings accounts of participating teachers in the amounts shown for the various plan options in the table above. Said contributions will be made on behalf of plan participants in January each year.
4. The corporation will make contributions to the health savings accounts of participating teachers hired during a calendar year in the amounts shown in the table above within one month of the respective enrollment dates. (The contribution is not pro-rated for partial years.)
5. The corporation will select the financial institution that will be used to account for any HSA contributions made by the corporation and any contributions that are withheld on behalf of individual teachers.

**B. Other Insurance**

1. The plan participant will pay twenty percent of the dental plan. The Board will pay eighty percent of the premium for the dental plan up to:
  - a. Family Plan \$93.00 per month
  - b. Single Plan \$27.00 per month

Any premium increases over the \$93.00 per month family plan and the \$27.00 per month single plan will be shared equally between the Board and the plan participant.

2. The plan participant will pay twenty percent of the vision plan. The Board will pay eighty percent of the premium for the vision plan up to:
  - a. Family Plan \$20.00 per month
  - b. Single Plan \$ 8.00 per month

Any premium increases over the \$20.00 per month family plan and the \$8.00 per month single plan will be shared equally between the Board and the plan participant.

3. The Board shall provide for teachers a group life insurance plan which shall pay the teacher's designated beneficiary \$50,000 in the event of death, and in the event of accidental death, a sum of not less than two times that amount shall be paid. The Board shall pay all premiums except for 96 cents per year, which shall be paid by the teacher.



4. The Board shall provide a Long Term Disability Insurance program with a monthly benefit equal to 66-2/3% of the teacher's regular salary and shall pay all premiums except for 96 cents per year, which shall be paid by the teacher.
5. The Board shall provide a \$500,000 liability policy for all teachers.
6. New teachers desiring to enroll in any insurance program must do so as required by the insurance policy in effect. Teachers currently employed may enroll and/or make application to change existing coverage as permitted by the insurance policy in effect.

C. Enrollment

Teachers on paid leave shall continue to have Board contributions. Such contributions will be made in accordance with the benefit structure that exists during the leave period. Teachers on non-paid leave for twenty (20) working days or longer shall have the option to continue any or all of the Board paid programs by prepaying the premiums to the Business Office prior to the billing dates.

D. Part-Time Teachers

Any fringe benefits required by this contract shall be reduced for a member as defined in (Recognition and Non-Discrimination) Article I.A. who is regularly employed less than 7 1/2 hours a day, inclusive of lunch, in relation to the number of hours worked, exclusive of lunch, based on N/6 (N=teacher hours worked) of the granted benefit, provided that in the case of insurance benefits, if an insurance carrier will not accept coverage under the group policy for a teacher employed less than 7 1/2 hours a day, the Board will have no obligation to that teacher with respect to that fringe benefit.

**X. Non-Insurance Benefits**

A. General

1. The Board agrees to provide a Section 125 Plan.
2. Teachers may enroll in tax-sheltered annuity plans within thirty (30) days after the start of school in accordance with Marion Community School's 403(b) plan document.
3. The following payroll deductions are available to teachers:
  - a. Health and life insurance
  - b. Income protection insurance;
  - c. Teacher credit union;
  - d. Teacher retirement fund;
  - e. Tax-sheltered annuities;
  - f. Long term disability insurance;
  - g. United Way
  - h. YMCA.

4. In addition to the compensation provided to teachers pursuant to this contract, the Board agrees to pay directly to the Indiana State Teachers Retirement Fund the 3% Indiana State Teacher Retirement contribution required of teachers.

**B. 403 (b) Plan**

1. The Board shall provide a tax-deferred 403 (b) annuity plan allowing employer contributions, employee contributions and/or employer/employee matching contributions.
2. Each teacher shall have the option of investing in the 403 (b) Plan up to the maximum allowable under Federal law. The Board shall match such teacher contributions on a dollar for dollar basis up to the following percentages of the given teacher's scheduled salary.
  - a. The Board will match up to a maximum of 3.0 percent for the school 2016-2017 school year.
3. The employer shall deposit employer contributions for each teacher into an individual account for the given teacher in the tax-deferred annuity program. Such deposits will be made in ten (10) monthly payments beginning in September. These payment checks will be written on (or before) the date of the first claim list of the month, except that in September an additional two weeks will be allowed.
4. A teacher shall be fully vested in the "employer" account upon completion of two (2) years of service with the Marion Community Schools, such service coming before and/or after this 403 (b) tax-deferred annuity program takes effect.
5. Once a teacher is vested, all assets of the accounts become the property of the teacher and, in the event of his/her death, the teacher's designated beneficiaries or estate.
6. The Board agrees to hire a third party administrator (TPA) to administer the 403 (b) accounts and agrees to pay any initial set up fee. Maintenance/service fees will be charged to each 403 (b) account holder if it is not paid by the vendor.

**XI. Retirement Benefit**

An individual who is employed as a bargaining unit member at the time of retirement from employment will be eligible for the following retirement benefits provided the teacher has otherwise satisfied the requirements and conditions described below.

**A. Retirement Eligibility**

Eligibility: In order to qualify for the retirement benefit, a teacher must meet the following criteria:

1. The teacher must be eligible and must apply for retirement with the Indiana State Teachers Retirement Fund.

2. The teacher must have completed 15 years of service with the Marion Community Schools prior to June 30th of the year of retirement from the Marion Community Schools to receive the retirement benefits. Sabbatical leaves shall be credited as a year of service.
3. The teacher must notify the school corporation in writing or email of his/her intent to claim the retirement benefit.

B. Severance Pay

1. A minimum of ten (10) years of employment in the Marion Community Schools is required in order to qualify for severance pay. These are years of teaching experience as a regular teacher under a full-time contract. Substitute or part-time teaching does not apply.
2. The severance benefit shall be two hundred dollars (\$200.00) per year of teaching or administrative experience in the Marion Community Schools (120 or more days shall equal one year (\$200.00), 60 to 119 days shall equal a half-year (\$100.00). Additionally, employees who qualify for severance pay shall be paid the sum of twenty dollars (\$20.00) per day of accumulated personal illness leave with a maximum limit of ninety (90) days. In no case shall the total severance pay of a teacher exceed one-half (1/2) of the last year's basic salary (exclusive of any premium pay) as per salary schedule for a classroom teacher.
3. To qualify for severance pay, all certificated employees shall notify the Superintendent in writing of intent to retire by April 1 of the last full year of employment. Exceptions to this deadline shall be granted by the Superintendent in cases of unusual or unforeseen circumstances.
4. The employee is not eligible for severance pay unless he/she is eligible and applies for retirement with the Indiana State Teachers Retirement Fund.
5. No employee under fifty (50) years of age is eligible for this severance benefit and must be 50 by June 30 of the year of retirement.
6. Years of military service will be credited as years of employment only if taken during years with the Marion Community Schools.
7. Upon the death of an employee who was eligible for severance pay, said severance pay, including payment for accumulated personal illness days shall be paid directly in one lump sum to the teacher's designated beneficiary.

## C. Group Health Insurance

Immediately following retirement, the teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of retirement and thereafter:

1. While the retired teacher, spouse, children, and IRS dependent-if any, remain enrolled in the health insurance plan, the retired teacher shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
2. Upon retirement the teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher, spouse, children, and IRS dependent if any.
3. When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, I.C. 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.
4. Retired teachers paying health/dental/vision insurance will pay premiums through the Corporation Business Office. Plan participants who choose, may have their premiums paid out of their VEBA account.

When a retired teacher, spouse, and IRS dependent first become eligible for Medicare, the teacher's, spouse's, and IRS dependent's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate.

## XII. Buy Out of Retirement Benefits

### A. Entitlement to Retirement Benefits and Vesting Requirements

Upon retirement from the Corporation, a teacher shall be fully vested in the retirement benefits described in this Article if the retiring teacher has satisfied the following requirements:

1. The retiring teacher has reached the age of fifty (50); and
2. Immediately prior to retirement, the teacher must have completed, by June 30<sup>th</sup> of the year of retirement, not less than fifteen (15) full years of service as a professional educator with the Corporation; and

3. The retiring teacher must meet the eligibility requirements of the Indiana Teachers Retirement Fund; and
4. Any teacher who dies, and who would have otherwise been vested, shall be deemed vested in the respective benefit for which he/she is qualified.

B. Actuarial Determination of Value of the Current Retirement Bridge Benefit

1. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-nine (59) or at the end of the current year if the individual is already age fifty-nine (59) or older. If an employee continues employment after the attainment of age fifty-nine (59), the employee does continue to receive all ongoing Board contributions to the 401 (a) and the employee does continue to share in any future forfeitures.
2. Amounts forfeited upon termination 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 re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.

C. Buy Out Contribution

1. 401(a) Plan. The school corporation established a qualified retirement plan as described in section 401(a) of the Code. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:
  - a. The amount contributed for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.
  - b. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate 401(a) plan account.
  - c. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

- Employees who forfeited their 401(a) plan accounts in the same year;
  - Employees who previously forfeited their 401(a) plan accounts; and
  - Employees who have attained age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.
- d. Furthermore, 401(a) plan accounts of employees who have attained the age of fifty-nine (59), but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis. Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of this Article, the deceased employee's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) plan account.
- e. The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

### **XIII. Effect of Agreement**

- A. Should any Article, Section or Clause of this Agreement be declared illegal by a Court of competent jurisdiction, said Article, Section, or Clause as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections and Clauses shall remain in full force and effect for duration of the Agreement, if not affected by the deleted Article, Section or Clause.
- B. The Agreements in this Contract shall supersede any rules, regulations, or practices of the Board which are contrary to, or inconsistent with, the terms recorded herein.
- C. This Agreement shall supersede any rules, regulation, or practices of the Board which shall be contrary or inconsistent with terms contained in any individual teacher contracts heretofore in effect.
- D. Any individual contract between the Board and any individual teacher who is a member of the unit represented by the Association (as set forth in this Agreement) shall be expressly subject to the terms and conditions of this Agreement.
- E. The Board and Association agree that they shall not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair employment practice.
- F. This agreement supersedes and cancels the prior contract between the Marion Teachers Association and the Board of School Trustees of the Marion Community Schools. During the term of this Agreement the parties agree that the Contract shall not be amended unless it is done with the written consent of the Board and the Association.

**XIV. Term of Agreement**

This contract shall become effective July 1, 2016 and continue in effect until June 30, 2017.

This contract is made and entered into in Marion, Indiana, on this 15th day of September 2016 by and between the Board of School Trustees of the Marion Community Schools, County of Grant, State of Indiana, party of the first part, heretofore referred to as the “Board” and the Marion Teachers Association, party of the second part, heretofore referred to as the “Association.”

This Contract is so attested to by the parties whose signatures appear below:

Board of School Trustees

Marion Teachers Association

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

**Appendix A**  
**Marion Community Schools**  
**2016-2017 Performance Based Compensation**

The salary range for new and existing Marion Community Schools employees will be between \$35,000 and \$64,749.29. The Superintendent will consider years of teaching experience and degree earned when making a salary recommendation to the board. The Superintendent and Board of Trustees may, at their discretion, place teachers in high need/difficult to fill positions at any level within this guideline.

Teachers hired after May 23, 2016 earning \$35,000 with zero years of experience shall receive a \$500 sign-on bonus to be paid by September 30, 2016. When the teacher receiving a sign-on bonus does not remain employed through the entire 2016-2017 school year, the sign-on bonus will be deducted from the final paycheck.

Current teachers employed at any time by Marion Community Schools with a valid teaching license during the 2015-2016 school year and rated Highly Effective (HE) or Effective (E), will be placed at a salary \$900 above the salary they were paid under the 2015-2016 contract, based on the criteria below.

Teacher compensation will be based on a combination of experience and evaluation results. Only teachers rated Highly Effective or Effective are eligible to earn Units.

The increase in compensation is based on the following criteria:

- |               |         |
|---------------|---------|
| 1. Evaluation | 3 Units |
| 2. Experience | 1 Unit  |

Evaluation Units

Highly Effective (score of 4)	3 Units
Effective (score of 3)	3 Units
Improvement Necessary	0 Units
Ineffective	0 Units

75% Educator Effectiveness Rating of Highly Effective or Effective  
25% Additional Year of Experience

Teachers with an Educator Effectiveness Rating of Improvement Necessary or Ineffective are not eligible for a compensation increase. The compensation increase that cannot be awarded to teachers rated Improvement Necessary or Ineffective will be distributed equally among teachers who are eligible for the \$900 salary increase.



## APPENDIX B

### ADDENDUM CONTRACTS

The Board may at its sole discretion approve additional programs and/or addenda not listed in this contract. If such programs and/or addenda are created by the Board, salaries shall be negotiated with the Association.

The amount of an addendum funded by State and Federal programs will be determined by the project's guidelines and/or comparable locally funded and negotiated addenda.

The number of positions and days referred to in the ECA schedule below are for informational purposes only and were not negotiated.

These amounts are considered stipends and are paid for ancillary duties specific to the position title.

<b>Position</b>	<b>Amount</b>
<b>Elementary Schools</b>	
Elem. Extended Day Coordinator (5)	2,918
<b>Intermediate/Junior High School</b>	
Academic Bowl Coach – English	973
Academic Bowl Coach – Math	973
Academic Bowl Coach – Science	973
Academic Bowl Coach - Social Studies	973
Athletic Coordinator *	1,621
Band Director	1,297
Basketball - 6th Grade Boys Coach	1,297
Basketball - 6th Grade Girls Coach	1,297
Basketball - 7th Grade Boys Coach (1)	2,594
Basketball - 7th Grade Girls Coach (1)	2,594
Basketball - 8th Grade Boys Coach (1)	2,594
Basketball - 8th Grade Girls Coach (1)	2,594
Cheerleading - 7th Grade	1,945
Cheerleading - 8th Grade	1,945
Choral Director	1,297
Cross Country-7thGrade Coach	1,621
Cross Country-8th Grade Coach	1,621
Football-7th Grade Head Coach	2,918
Football-7th Grade Asst. Coach	2,593
Football-8th Grade Head Coach	2,918
Football-8th Grade Asst. Coach	2,594
Golf - 7th/8th Grade Coach	1,621
Intramural/Club Coach	663
Music Contest Accompanist	1,297
Spell Bowl Coach	973
Student Government Sponsor	1,945
Student Study Team Chairperson (2)	2,918
Swim Boys Coach	1,621
Swim Girls Coach	1,621

Tennis -7th/8th Grade Coach	1,621
Tennis – 7 <sup>th</sup> /8 <sup>th</sup> Grade Assistant Coach	663
Track-7th Grade Boys Coach	1,621
Track-7th Grade Girls Coach	1,621
Track-8th Grade Boys Coach	1,621
Track-8th Grade Girls Coach	1,621
Volleyball - 6th Grade Coach	1,621
Volleyball - 7th Grade Coach	1,621
Volleyball - 8th grade Coach	1,621
Wrestling - 8th Grade Coach	1,945
Wrestling - 7th Grade Coach	1,621
Yearbook Sponsor	1,297
<b>High School</b>	
Academic Giants Coordinator	2,918
Academic/Spell Bowl	973
Academic/Super Bowl-English	973
Academic/Super Bowl-Fine Arts	973
Academic/Super Bowl-Math	973
Academic/Super Bowl-Quiz Bowl	973
Academic/Super Bowl-Science	973
Academic/Super Bowl-Soc. Studies	973
Art Coordinator	2,270
Band Director	4,538
Band Assistant Director	3,079
Baseball/Freshman Coach	3,079
Baseball/Reserve Coach(2)	3,079
Baseball/Varsity Head Coach	4,538
Basketball/Asst. Varsity Girls Coach (2)	4,538
Basketball/Freshman Girls Coach (2)	3,079
Basketball/Freshman Boys Coach (2)	3,079
Basketball/Asst. Varsity Boys Coach (2)	4,538
Basketball/Varsity Girls Head Coach	9,725
Black History Club Sponsor	3,890
Cactus/Survey Sponsor	4,538
Cheerleading Varsity Coach	4,538
Cheerleading Assistant Coach	1,945
Choral Assistant Director	1,621
Choral Director	4,538
Class Sponsor/Freshman	973
Class Sponsor/Junior (2)	1,297
Class Sponsor/Senior (2)	1,297
Class Sponsor/Sophomore	973
Color Guard Sponsor	2,756
Cross Country-Asst. Varsity	3,079
Cross Country-Vars. Head Coach	4,538
Debate Coach	1,621
Department Chair – Large	2,917
Diving Coach/Boys & Girls	4,538
Drama Asst. Coach	1,945
Drama Coach	2,918

Football-9th Grade Coach (3)	3,079
Football-Varsity Asst. Coach (6)	4,538
Golf/Varsity Boys Coach	4,538
Golf/Asst. Varsity Boys Coach	3,079
Golf/Varsity Girls Coach	4,538
Golf/Asst. Varsity Girls Coach	3,079
Green Society	973
Gymnastics/Asst. Coach	3,079
Gymnastics/Varsity Head Coach	4,538
Health Occupational Students of America Sponsor	973
M-Club Sponsor	973
Mu Alpha Theta	973
National Art Honor Society	973
National Honor Society Sponsor	973
MHS Show Choir Choreographer	2,594
Percussion Instructor	973
Planetarium Director	973
Soccer-Boys Assistant Coach	3,079
Soccer-Boys Varsity Head Coach	4,538
Soccer-Girls Varsity Head Coach	4,538
Soccer-Girls Assistant Coach	3,079
Softball/Asst. Coach	3,079
Softball/Reserve Coach (2)	3,079
Softball/Varsity Head Coach	4,538
Spanish National Honor Society	973
Speech Coach	2,918
Speech/Asst. Coach	1,945
Student Government Sponsor	2,918
Student Study Team Chairperson (1)	2,918
Summer Band Director	1,933
Swim-Asst. Boys Coach	3,079
Swim-Asst. Girls Coach	3,079
Swim-Varsity Boys Head Coach	4,538
Swim-Varsity Girls Head Coach	4,538
Team MHS Sponsor	2,432
Tennis/Asst. Varsity Boys Coach	3,079
Tennis/Asst. Varsity Girls Coach	3,079
Tennis/Varsity Girls Head Coach	4,538
Tennis/Varsity Head Boys Coach	4,538
Track/Asst. Boys Coach (2)	3,079
Track/Asst. Girls Coach(2)	3,079
Track/Varsity Boys Head Coach	4,538
Track/Varsity Girls Head Coach	4,538
Volleyball/Asst. Coach	3,079
Volleyball/Freshman Coach	3,079
Volleyball/Head Varsity Coach	4,538
Winter Guard	2,432
Wrestling-Head Coach	4,538
Wrestling - Assistant Coach	3,079
Young Entrepreneur Club Sponsor	973

<b>District</b>	
Media Specialist	1,621
Psychologist I Premium	1,621
Special Education Premium@	811
Preschool Stipend	3,242
<b>Tucker Vocational</b>	
BPA Sponsor	973
Tucker Technology Coordinator	2,918
VICA Sponsor	973
<b>Corporation</b>	
High Demand Teaching – coverage for absent teacher Grades P – 4 (\$25 half day/\$50 full day)	25/50
Grades 5 – 12 (\$25 for prep period)	25
High Demand Class - forfeit prep period to teach a course	Professional Rate
Curriculum Writing – hourly rate	20
Home Bound Teacher	Professional Rate

@ Special Education Stipend paid to teachers under contract prior to the end of the 1996-97 school year.

\* Athletic Coordinator has one unassigned period.

~ High School Department Head has one unassigned period every day.