

2018-19  
CONTRACTUAL AGREEMENT  
BETWEEN THE  
BOARD OF EDUCATION OF  
THE  
METROPOLITAN SCHOOL DISTRICT OF MARTINSVILLE  
AND THE  
CLASSROOM TEACHERS ASSOCIATION  
OF THE METROPOLITAN SCHOOL DISTRICT OF MARTINSVILLE  
MARTINSVILLE, INDIANA

THE BOARD OF EDUCATION OF THE METROPOLITAN SCHOOL DISTRICT OF  
MARTINSVILLE, MORGAN COUNTY, STATE OF INDIANA, AND THE CLASSROOM  
TEACHERS ASSOCIATION OF THE METROPOLITAN SCHOOL DISTRICT OF  
MARTINSVILLE HEREBY AGREE AS FOLLOWS:

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## ARTICLE I

### Definitions

- A. The term "school corporation": when used in this Contract shall refer to the Metropolitan School District of Martinsville, Morgan County, Indiana.
- B. The term "Board of Education of the Metropolitan School District of Martinsville" hereinafter referred to on occasion as the "Board", and the term, "Classroom Teachers Association of the Metropolitan School District of Martinsville", hereinafter referred to on occasion as the "Association" shall include authorized officers, representatives, and agents.
- C. **Nondiscrimination Clause:** the school district does not discriminate on the basis of the protected classes of race, color, national origin, sex (including transgender status, sexual orientation, and gender identity), disability, age, religion, military status, ancestry, or genetic information, which are classes protected by Federal and/or State law (collectively, 'protected classes') occurring in the corporation's employment opportunities, programs and/or activities, or, if initially occurring off corporation grounds or outside the corporation's employment opportunities, programs and activities affecting the corporation environment.

## ARTICLE II

### Recognition

The Board of Education of the Metropolitan School District of Martinsville hereby reaffirms that it recognized, on or about February 21, 1974, the Classroom Teachers Association of the Metropolitan School District of Martinsville as the exclusive representative of all school employees, as defined in the IC 20-29, of the Metropolitan School District of Martinsville, except for the superintendent, assistant superintendents, principals, deans, vice principals, assistant principals, director of athletics, head basketball coach, head football coach, director of special education, attendance teacher, substitute teachers, and school nurses.

The parties to this agreement recognize that such recognition and/or bargaining unit is subject to change in accordance with legal procedures.

## ARTICLE III

### Effect of Contract

- A. **Entire Agreement.** This contract supersedes and cancels all previous agreements whether verbal or written between the school corporation and the Association as well as any alleged past practices of the school corporation and this contract constitutes the entire agreement between the parties.
- B. **Conflicts.** The parties agree that this contract shall supersede any rules, regulations, policies, or practices of the Board which would be contradictory or inconsistent with the terms of this contract
- C. **Severability.** If any provisions of this contract or any application of this contract to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. **Amendments.** Any amendment or agreement adding to, subtracting from, or supplemental to, this contract shall not be binding upon either party unless it is executed in writing by each of the parties hereto.
- E. **Term.** The term of this contract is effective July 1, 2018 to June 30, 2019.

## ARTICLE IV

### Leaves

- A. **Verification.** Except where otherwise specified herein the school corporation reserves the right to require written verification of the reasons for all leaves to its satisfaction.
- B. **Bereavement Leave.** Should there be a death in the teacher's immediate family, the teacher shall be entitled to be absent without suffering loss of compensation for a period up to seven (7) consecutive calendar days. The number of paid days shall not exceed five (5). The teacher shall determine if those days begin on the date of the death or the date immediately following the death, as may fit the individual teacher's circumstance. Three days leave without loss of pay shall be provided for the death of a teacher's current step parents or current step children.
- C. Situations may arise that may require special consideration. In such cases the teacher may submit a written request to the superintendent explaining the special circumstance. The superintendent may approve of modifications in the bereavement leave and/or grant additional paid days. The determination by the superintendent is final and is not subject to any grievance procedure.
- Funeral Leave.** One day's absence shall be allowed without loss of compensation for attendance at the funeral of a first cousin, direct aunt, direct uncle, brother-in-law, sister-in-law, grandparent-in-law, niece or nephew.
- D. **Immediate Family.** When used in the bereavement leave section, the term "immediate family" shall mean current spouse, child, grandchild, parent, parent of current spouse, grandparent, sibling, son-in-law or daughter-in-law of the teacher, any person domiciled and residing in the teacher's home as a member of the teacher's family, and any person with whom the teacher lived for a substantial period as a child as if such person were the teacher's parents.
- E. **Sick Leave.** Each teacher shall be entitled to be absent from work for a total of nine (9) sick days each year without loss of compensation for the following purposes:
1. personal illness of the certified employee.
  2. illness or quarantine of a member of the certified employee's "immediate" family, which shall be defined as the certified employee's spouse, children, parents, and parents-in-law, or for family members residing in the teacher's household.
  3. medical or dental appointments.
  4. A teacher who is absent for five (5) consecutive school days in any school year may be required to produce a medical statement after the fifth (5<sup>th</sup>) day of absence at the discretion of the Superintendent.
  5. Sick leave days shall be charged in full or half day units
  6. Sick leave days granted but unused by the end of the school year shall be permitted to accumulate as "accumulated sick leave" up to a maximum of one hundred and sixty (160) days, provided, however, that such accumulated leave days may be used only for the illness of the employee or a member of his or her immediate family. A teacher may, at the discretion of the Superintendent, be required to produce a medical statement documenting the need for such leave.
  7. In addition, if the teacher (1) was employed at another school corporation in this state, (2) accumulated one (1) or more days of sick leave at such other corporation and (3) thereupon became employed by the Metropolitan School District of Martinsville, then for the second year and each succeeding year of employment with the Metropolitan School

District of Martinsville, there shall be added up to three (3) days of sick leave until the number of accumulated days to which the teacher was entitled in the last previous place of employment is exhausted.

- F. **Personal Leave.** Each certificated employee shall be granted four (4) personal days per school year.

Use of Personal Leave days shall be subject to the following restrictions:

1. Certificated staff will use every reasonable effort to provide one day's notice to his/her building principal of the intent to use personal leave.
2. Personal leave taken immediately before or after the following school breaks: Fall Break, Thanksgiving Break, Winter Break, Spring Break, and Summer Break will require teachers to be charged two personal days for each day taken.
3. Personal leave days shall be charged in full or half day units.
4. Personal leave days unused at the end of the school year shall become sick days and accumulate in the certificated staff's unused accumulated sick leave days.

- F. **Sick Leave Buyback.** The Board will buy unused Sick Leave days above the 160-day accumulation at the rate of forty dollars (\$40.00) per day at the end of the school year. The money shall be paid to the teacher by check by August 1 of each year.

- G. **Leave Incentive Pay.** A teacher on contract for the full school year who uses not more than three (3) days of sick and personal leave during the teacher's contracted school year shall be compensated after the conclusion of the school year as follows:

1. Use of zero (0) sick and personal leave days - \$500 to be deposited into the teacher's 401(a) Matching Annuity Account. This amount shall not be considered as part of the corporation's matching contribution.
2. Use of not more than three (3) sick and personal leave days - \$300 to be deposited into the teacher's 401(a) Matching Annuity Account. This amount shall not be considered as part of the corporation's matching contribution.

Incentive payments shall be deposited by August 1.

- H. **Jury Duty Leave.** A teacher who is called for grand or petit jury duty and who as a result is required to be absent from school duties shall be paid the difference between his/her salary during the required period of absence from assigned duty, and the total amount of per diem (excluding mileage) allowance, if any, earned by the teacher while on jury duty; provided, however, that when the school corporation feels that the teacher's absence would create a hardship on the educational program the teacher will present a letter to the Court from the corporation requesting that such teacher shall be excused from jury service.
- I. **Legal Leave.** In the event it is necessary for a teacher to make an appearance(s) in any judicial proceeding resulting from activities relating to the teacher's employment with the school corporation and during his or her regular assigned duty time, the teacher shall receive full compensation without loss of accumulated leave days. However, this section shall not apply in the event the teacher is a plaintiff or in such proceedings to enforce IC 20-29.
- J. **Professional Leave.** Paid leave will be granted for attending and/or participating in educational workshops, educational seminars, or educational conferences, which are sponsored by industry, professional associations, colleges, or universities, when such absence is also approved by the principal and the superintendent and when such absence will contribute to staff and/or curriculum improvement. The staff member is limited to three (3) days outside the district with up to two (2) additional days that may be approved by the superintendent for academic

conferences. The attending or participating teacher shall if requested be responsible for reporting to the school administrator upon the activities of such workshop, seminar or conference, and shall if requested be responsible for aiding such school administrator in utilizing such information to improve the staff and/or curriculum.

**K. Presidential Released Time.** The Association president or his/her designees shall among them be allowed a total of fifteen (15) days of released time with pay during the school year to conduct Association business. During any absence authorized under this Section, the Association agrees to pay the cost of the substitute who is utilized as a replacement, should such a substitute be hired. The Association shall notify both the superintendent and the principal (or if no principal, the immediate supervisor) no later than twenty-four (24) hours in advance, informing such individuals of the date(s) chosen for the absence. No more than five (5) Association days may be used on any school day, unless approval is given by the Superintendent, or his/her designee, for a greater number of days to be used on a particular school day.

**L. Due Deduction-** Teachers who authorize dues deductions shall have dues deducted each year at the same rate unless the School Corporation receives written notification from the teacher to cease making such deductions not less than two weeks prior to the first pay of the new school year. The Association shall certify the amount of the unified dues to the Corporation on or before August 1 of each school year. The School Corporation shall provide a list of the membership authorizations on file to the Association prior to October 1. The first deduction will be the first pay of the school year for all continuing members. For other teachers wanting membership deductions, deductions shall be submitted two weeks prior to a payroll deduction and shall be pro-rated over the remaining pay periods.

The School Corporation shall not be obligated to make more deduction installments than there are actual payroll checks remaining to the teacher before the scheduled end of the school year.

Should any teacher's employment cease prior to the scheduled close of the school year, any unpaid dues which continue to be authorized and are not prohibited by law shall be deducted from such teacher's remaining check or checks.

Deductions shall be remitted no less frequently than the regularly scheduled business session of the Board of Education following the month of the deductions to the Association Treasurer whose name and address shall be submitted to the School Corporation by October 1 of each school year.

## ARTICLE V

### Sick Leave Bank

The school corporation agrees to, and hereby establishes a voluntary sick leave bank to which certificated persons may contribute unused sick leave days and from which a contributing individual may draw sick leave days when the individual's annual and accumulated sick leave days are exhausted in accordance with the following provisions. Please see the definitions of sick leave under Article IV.

1. The sick leave bank shall apply to all persons employed by the school corporation whose employment requires the holding of a license issued by the Indiana Department of Education whether or not any such person is a member of the bargaining unit to which this contract applies.
2. A "contributing individual" is one who, within the first thirty (30) days of the first year of hire signs a contribution form. Such contribution form shall require the assigning of one (1) day of sick leave to the sick leave bank and no more may be assigned by an individual

during any school year. A person shall cease to be a contributing individual upon the failure of such individual to sign such contribution form and such individual shall thereafter not be entitled to draw any sick leave days from the sick leave bank until becoming a contributing member the following year.

3. Present and new faculty members who wish to become "contributing individuals" may do so by following the procedure in paragraph two(2).

4. Use of the sick leave bank shall be subject to the following limitations:

a. Sick bank leave shall be used after the teacher takes a fourth consecutive unpaid leave day and has exhausted all accumulated sick days as well as all annual sick and personal days. In the event a teacher on sick bank leave returns to work and then finds it necessary on advice of a doctor to take additional leave for the same disability no additional days shall be deducted, subject to the approval of the Sick Bank Review Committee.

b. In the event a teacher is disabled as a result of illness or injury of a different nature during the same school year any additional sick leave bank time granted is subject to approval of Sick Bank Review Committee.

c. Sick bank leave shall be used for the purposes permitted by the Federal Medical Leave Act (FMLA) and must be supported by a written request by the contributing individual and the appropriate FMLA certification specifying the nature of the illness and prognosis report for the teacher's return to work.

d. Days taken from the sick leave bank shall apply only to those days on which a teacher would receive pay if the teacher were not under disability.

e. All contractual leave days shall be waived while drawing pay from the sick leave bank so that a teacher in no case will be drawing double pay for any day.

f. This sick leave bank section shall not operate in any manner such that any teacher receiving *worker's* compensation benefits receives more than such teacher's regular pay.

g. Paid holidays, if any, shall not be charged against the sick leave bank, but shall be compensated for under the terms of the teacher's contract.

h. Sick leave bank days shall not be used during summer school employment, nor shall such days be used at any other times except the regular school year.

i. Leave from the sick leave bank may not be used for maternity or childbirth leave, but may be used for any physical disability arising out of a pregnancy.

j. Teachers who, as of the beginning of the school year in which sick leave bank benefits are requested and used, have accumulated the following number of sick leave days under the sick leave section of this contract shall be eligible to draw up to a maximum number of days from the sick leave bank in any single school year as follows;

(1)	0 - 10:	Up to 60 days
(2)	11 - 40:	Up to 90 days
(3)	41 or over:	Up to 120 days

k. Teachers may be awarded fewer than maximum days (listed in Section j.) at the discretion of the Sick Bank Review Committee.

5. Neither the school corporation nor any teacher shall have any liability or obligation to pay sick leave days from the sick leave bank at any time when such sick leave bank has been exhausted.
6. A Sick Bank Review Committee shall be formed and shall be comprised of three (3) teachers appointed by the President and one (1) administrator appointed by the Superintendent. The committee shall consider and review all requests for use of sick bank days to insure that all applications submitted and any grants made are in accordance with the provisions of this contract.
7. The individual school principals shall, within the first five (5) school days of each school year, notify each certificated employee in their building of the enrollment period, where contribution forms are available, and the final day to return contribution forms.

## ARTICLE VI

### Grievance Procedure

#### Section I. Definitions

- A. A "grievance" is an alleged violation or claimed misinterpretation of a specific article or section of this Agreement.
- B. The terms "teacher" and "grievant" include any individual or group of individuals in the bargaining unit.
- C. The term "day" when used in this Article shall mean teacher days. During the summer recess, the term shall mean weekdays (Monday through Friday).

#### Section 2. Grievant and Representation

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

#### Section 3. Procedure

##### **Step One**

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

- A. The teacher may approach the building principal concerned and discuss the matter in his own behalf.
- B. The teacher may request that a representative of the Association accompany the teacher; and in such case, the building supervisor shall not initiate any consultation with the grievant prior to any scheduled meeting at which the representative is to be present.

##### **Step Two**

In the event the grievance is not resolved in Step One, the grievant may file a formal grievance in writing with the building principal.

- A. The grievance shall be filed in quadruplicate with one (1) copy for the Association the grievant, the building principal, and the school central office.



- B. The grievance shall (1) name the teacher(s) involved, (2) state the facts giving rise to the grievance, (3) identify the specific contract provision alleged to have been violated or misinterpreted, (4) state the contention of the grievant with respect to the grievance, (5) indicate the specific relief requested, and (6) be signed by the teachers(s)/grievant(s).
- C. The grievance should be filed as soon as possible, but any grievance not presented in writing in at Step Two within fifteen (15) days of the time the grievant knew, or reasonably should have known of the grievance, shall be deemed waived and shall not be processed.
- D. The teacher may request a meeting with the building principal and the Association representative may accompany the grievant. In any event, within five (5) days after receiving the written grievance, the building principal shall communicate his answer in writing to the grievant and the Association representative, and said answer shall be attached to the grievance.

### **Step Three**

- A. If the grievance is not resolved in Step Two, the teacher may, within five (5) days of receipt of the building principal's answer, an appeal to the superintendent, or his designee, by filing the grievance and the principal's answer, along with a written response of the teacher, if desired, with the Office of the Superintendent, which shall receipt therefore. Any such response by the grievant shall be attached to the grievance.
- B. The teacher may request a meeting with the superintendent, or his designated representative, and the Association representative may accompany the grievant. The superintendent, or his designated representative, shall give the teacher an answer in writing no later than ten (10) days after receipt of the written grievance properly filed with the Office of the Superintendent. Such answer shall be attached to the grievance.

### **Step Four**

- A. Within twenty (20) days after receipt of the decision in Step Three, the Association or the School Board, upon written notice to the other, may appeal the grievance pursuant to the following procedure. At its next regularly scheduled meeting, the Board shall designate a committee to meet with the grievant for the purpose of resolving the grievance. This committee shall be comprised of 3 Administrators appointed by the Board and 3 members appointed by the Association and 2 members of the Board. The committee must submit a recommendation to the Board within 5 days after meeting with the grievant. Within ten (10) days after receiving the committee's recommendation, the Board shall submit to the grievant and the Association a written answer to the grievance or decide to hear the grievance. In the event the committee vote results in a tie, the grievance will be submitted to the full Board for a hearing.
- B. In the event the Board decides to hear the grievance, the hearing will be held and the decision of the Board will be rendered within thirty (30) days of the date the Board makes its decision to hear the grievance. Failure of the grievant to file an appeal of the Board's decision to a court of competent jurisdiction within ninety (90) working days shall result in waiver of the grievance and any appeal thereof.

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

- A. Every grievance must be brought to the building principal. In cases in which the employee is grieving the action(s) of the building principal, the employee may approach the Superintendent or his or her designee with his or her grievance at the informal level. The building principal may be involved in any effort to settle a grievance at the informal level.
- B. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by

reason of such participation.

- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant(s) and are not valid basis for evaluation. Time limits herein may be extended only by mutual agreement, signed by the parties.
- D. Time limits herein apply to teachers on leave of absence, other than sick leave, as if such teacher were present and working.
- E. Steps of the grievance procedure shall be conducted during non-regular work hours, although any particular step may be conducted at another time if such time is mutually agreeable.
- F. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal at the next step of the procedure.
- G. Any grievance not advanced from one step to the next within the time limits, shall be deemed resolved by the answer at the previous step.
- H. Any grievance which arose prior to the effective date of this agreement or after the termination date of this agreement shall not be processed.

#### ARTICLE VII

##### Compensation, Fringe Benefits, and Insurance

A. **Insurance Benefits.**

All insurance benefits are subject to the enrollment procedures and regulations in the Master Policy of each insurance benefit. The Board of Education assumes no liability beyond that available under the Master Insurance Policy, or contract, between the Board and the insurance carrier and/or insurance trust.

**Health and Dental Insurance.** The school corporation agrees to pay, the portion of the premium cost for the plan selected by the teacher up to but not to exceed the following amounts:

#### HEALTH INSURANCE PLAN

#### BOARD CONTRIBUTION

Single	
PPO Plan	\$454.77 per month
HSA \$2000 Plan	\$495.60 per month
HSA \$3000 Plan	\$495.60 per month
Minimum Value \$5000 PPO Plan	\$454.77 per month
Employee + Child	
PPO Plan	\$ 917.00 per month
HSA \$4000 Plan	\$ 984.00 per month
HSA \$6000 Plan	\$ 984.00 per month
Minimum Value \$10,000 PPO Plan	\$ 917.00 per month
Employee + Spouse	
PPO Plan	\$1,080.00 per month
HSA \$4000 Plan	\$1,130.00 per month
HSA \$6000 Plan	\$1,130.00 per month
Minimum Value \$10,000 PPO Plan	\$1,080.00 per month

Family	
PPO Plan	\$1,236.35 per month
HSA \$4000 Plan	\$1,344.60 per month
HSA \$6000 Plan	\$1,344.70 per month
Minimum Value \$10,000 PPO Plan	\$1,236.35 per month

DENTAL INSURANCE PLAN

Single  
Family

BOARD CONTRIBUTION

\$22.25 Per Covered Month  
\$64.02 Per Covered Month

Teachers may elect to be covered by one of the medical and/or dental plans listed above and shall pay the proportionate premium amount not covered in the Corporation's share, which payments shall be made through payroll deductions, beginning with the first payroll following enrollment in the program and each payroll thereafter throughout the contract year. In the event a teacher is enrolled for a period less than a full contract year, the Corporation's share shall be proportional to the months enrolled.

An employee of the corporation has been defined as those teachers under regular or temporary contract for one or more semesters.

**Life Insurance.** The Board of Education agrees to provide term life insurance, including death or dismemberment by accidental means, for all participating certified employees, in the amount of \$50,000.

**Long Term Disability.** The Board of Education agrees to pay the cost of Long Term Disability insurance.

**B. Section 125.**

The Metropolitan School District of Martinsville has established a Flexible Fringe Benefit Program for those employees eligible to participate in such a program in accordance with Section 125 of the Internal Revenue Act of 1978, and the corporation adopted plan document. Both a "generation one" program with premium contributions for the cost of medical and dental insurance coverage and a "generation two" program for dependent care expenses and health care expense accounts preserved in a non-taxable status will be sponsored by the school corporation. Employees may elect to participate in these programs annually.

**C. 401(a)/403(b) Matching Annuity Plan (TSA)**

1. Teacher(s) who are newly hired or rehired after December 31, 2003 shall be eligible for the Section 401(a) /403(b) Matching Annuity benefit described in this section.
2. Effective 2003-04 and thereafter, all certificated staff shall have the option of investing in the 403(b) plan up to the maximum allowable under Federal Law. The Board will match such certificated staff contributions on a dollar for dollar basis up to three percent (3%) of a certificated staff member's Gross Pay salary into the Section 401(a) Plan maintained by the Board on behalf of certificated staff. For certificated staff hired after January 1, 2019, the board match will be up to two percent (2%) of a certificated staff member's gross pay into the Section 401(a) plan maintained by the board on behalf of certificated staff.

3. The Board shall deposit teacher contributions into an individual account for each teacher enrolled in the 401(a) or 403(b) program chosen by the Board and the Association. Such deposits shall be made on a monthly basis.

The Board shall provide each employee with an opportunity to participate in a voluntary tax-sheltered 403(b) program consistent with the 403(b) plan adopted by the Board. The Board and the Association agree that changes to the Plan Document and Adoption Agreement that apply only to teachers will be agreed to by the Board and the Association.

4. Teachers will have the option of investing their dollars in approved tax deferred annuities, or continuing to invest their dollars in tax deferred annuities for which money is already being deducted from the teacher's salary, if any.
5. All employees shall be immediately vested.
6. Upon separation, the teacher may continue their health insurance, dental insurance, and vision insurance subject to the approval of the insurance carrier, by paying the monthly premiums directly to the insurance company per their procedure and applicable law.

**D. VEBA**

1. Ongoing Contributions – Effective with the issuance of the SB 199 pension bonds, the Board will contribute an amount equal to one percent (1.0%) of a certificated staff member's salary schedule salary into an individual VEBA account for the certificated staff member. Certificated staff hired after January 1, 2019 will not be part of the VEBA plan. An employee will not have a vested interest in the contributions made by the Board into the VEBA account on the employee's behalf until the employee has five (5) continuous completed years of service with the employer. Contributions into ongoing VEBA accounts shall be made once per month.

**E. Extra/Co-curricular Schedule**

1. Schedule of Stipends

This schedule may be found in Appendix II. Throughout this contract ECA stipends are negotiable. New positions may be added as necessary and gender equity items may be addressed.

**F. Salary Payment Schedules & Compensation Model**

1. Teachers will receive their basic salary (including pay for extra duty assignments) divided among twenty-six (26) bi-weekly paychecks. Except as otherwise specifically provided hereinafter, but otherwise in accordance with section 409A of the Internal Revenue Code and the Treasury Regulations thereto ("409A"), the time or schedule of any payment of salary will not be accelerated.
  - A. A teacher who severs employment during the school year for any reason, including resignation or death, will receive the remaining pay in a final paycheck on the regularly scheduled pay date for the pay period in which his/her last day of employment occurs.
  - B. Teachers resigning at the end of the school year will continue to receive their remaining pay on the regular twenty-six (26) paycheck schedule.
  - C. Teachers retiring for purposes of the Indiana State Teacher Retirement Fund at the end of the school year will receive their remaining pay no later than the last

payday in June of the year of retirement.

2. The foregoing provisions shall be construed and administered in a manner to comply with 409A and shall not be amended or terminated in a manner that would cause a teacher's salary to be subject to early inclusion in income as provided in 409A.

3. Compensation Model

A. Section 1 Salary Ranges: The base salary for a beginning teacher is \$37,500. The range of base salaries for the 2018-2019 school year for full-time contracts will be from \$37,000 to \$67,045 not including current year increases or TRF contributions

B. Section 2 Eligibility: Increases in teacher base salary compensation shall be based upon performance. Each teacher will be eligible to advance a row in the salary schedule based upon earning an evaluation rating of effective or highly effective. Teachers rated needs improvement or ineffective are not eligible for increases and will remain at the prior year's salary. A teacher in the district must also have been employed by the corporation for at least 120 days in the prior school year to also be eligible

C. Section 3: Factors and Definitions:

- Evaluation rating—The teacher received a highly effective or effective evaluation rating for the prior year.
- Possess a Master's Degree—The teacher earned a master's degree in a content area as defined by the Indiana Department of Education by August 15, 2018

D. Section 3: Distribution & Movement on the Salary Schedule (See Appendix I for schedule)  
A teacher in the Bachelor's column who satisfies the evaluation rating but does not possess a content area Master's degree will advance a row in the Bachelor's column.

A teacher in the Master's column who satisfies the evaluation rating and has a content area master's degree will advance a row in the Master's column.

A teacher in the Bachelor's column who satisfies the evaluation rating and is in the first year of possessing a master's degree in a content area as defined by the Indiana Department of Education (completed with evidence in writing submitted to the payroll clerk by August 15<sup>th</sup>), will advance to the Master's column but remain in the same row.

A teacher who is at the top of the salary schedule will not receive an increase to their base salary, but will receive a stipend in the amount of \$750.

All teachers who meet eligibility requirements will also receive an additional stipend of \$500.

The increase for advancing a row in either column is \$1000.

The increase for advancing a column but staying in the same row is \$1500. \$1000 is for the evaluation rating and \$500 is for the first year of possessing a Master's degree. (Education = 33 1/3% of the increase.)

E. Section 4: For 2018-2019, \$478,100 will be allocated to the Compensation Model. The money allocated for teachers rated as Needs Improvement or Ineffective will be redistributed to teachers rated Effective or Highly Effective in the form of a stipend.

- F. Section 5: The Corporation will contribute three percent (3%) of the teacher's salary to the Teacher's Retirement Fund.
- G. Section 6: Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated to teachers rated ineffective or needs improvement, those funds will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend and paid in the current year of the contract
- H. All salary increases and redistributions will be paid no later than 60 days after all of the State data that is part of the evaluation plan have been received and the evaluations from the previous year have been finalized.

- 4. Teachers who have retired from the Metropolitan School District of Martinsville or any other public Indiana School Corporation who are receiving benefits from the Indiana Public Retirement System (INPRS) will receive the following salaries and benefits:

Base Salary

Retiree with MS or BS+30	\$50,000
Retiree with BS	\$45,000

Benefits

- A. The Rehired Retired Teacher will be eligible to receive health insurance benefits.
- B. The Rehired Retired Teacher will receive the leave days provided by contract.
- C. The Rehired Retired Teacher will be evaluated annually.
- D. The Rehired Retired Teacher will be eligible for a compensation increase every two years, provided the Rehired Retired Teacher receives an evaluation rating of Effective or Highly Effective and provided further that other teachers in the bargaining unit receive compensation increase.

- 5. Benefits for Part-Time Teachers

Part-time certified employees hired by the School Corporation on or after October 1, 2015 will be eligible to obtain coverage under the Corporation's group life, health, dental/vision and long-term disability plans. The Board will contribute a percentage of the premium for these insurance benefits for part-time teachers which shall be computed by dividing the part-time teacher's compensation by the number of contract hours worked by the part-time teacher to determine part-time teacher's prorated contribution percentage.

- 6. Determination of Salaries of New Hires

For new faculty hired after August 1, 2016, faculty will be offered a competitive salary commensurate with the needs of the school corporation and the qualifications of the Salary placement will be made according to the following schedule:

BS-0 to BS-5	\$37,500 to \$42,000
BS-6 to BS-20	\$42,000 to \$46,000
BS+30/MS-0 to BS+30/MS-5	\$39,000 to \$44,500
BS+30/MS-6 to BS+30/MS-20	\$44,500 to \$50,500
BS+60/MS+30/EdD/PhD-0 to BS+60/MS+30/EdD/PhD -5	\$39,000 to \$54,500

BS+60/MS+30/EdD/PhD6 to BS+60/MS+30/EdD/PhD -20 \$44,500 to \$58,500

The Superintendent has the authority to hire new staff one salary range below or above the range commensurate with the teacher's education and experience. The Superintendent also has the authority to pay a newly-hired teacher a one-time stipend of up to \$5000 in addition to the new hire's salary. The Superintendent will consult with the Association President prior to making any other variation in the salary placement of a new hire.

7. Credit For Military Service. The school corporation agrees that credit for qualified teachers shall henceforth be allowed on the compensation model for active duty military service in the armed forces of the United States at the rate of one (1) year for eight months or more of either military service or military service combined with teaching experience, provided such service shall occur within the school year beginning July 1 and ending June 30. Military experience substituted shall not exceed four (4) years.

Any teacher applying for such credit shall, upon the request of the school corporation, support such application with evidentiary proof of such teacher's military service and service dates.

8. Activity Passes. All certified employees will be provided with an all activity pass permitting that person to attend MSD Martinsville school sponsored activities at no charge. However, when the event has reserved seating, it is the certified staff member's responsibility to secure a ticket for the event from the appropriate staff person. All tournaments and special events are exempt from the activity pass.

9. Health Insurance Incentive: Any certificated employee who is age 55 by August 1, 2019, gives notice of intent to retire by December 20, 2018, effective for retirement at the end of the 18-19 school year, and is eligible for and elects to take retirement under TRF at the end of the 18-19 school year shall be eligible for a contribution to an individual VEBA account of \$5,000 each year for up to four years or until the teacher turns 65 years of age and is Medicare eligible. This annual payment will be deposited into an individual VEBA account for the retiring teacher by June 30, 2019 and each year hereafter for up to four years total. Annual payments in subsequent years will be by June 30 of each subsequent year. This incentive shall not be paid to the estate or beneficiary of a certified staff who has given notice of his or her intent to retire but who dies prior to the time the incentive is actually paid. This letter of intent to retire is non-revocable once accepted by the superintendent. This incentive will be allowed for the first seven employees who email the superintendent and the MCTA President on or after November 9, 2018 at 7 a.m. through December 20, 2018 at 4 p.m.. If more than seven employees want to take advantage of this incentive during the window, the MCTA president and the superintendent will meet to determine if additional employees will be accepted. All determinations by the superintendent and MCTA president will be made by January 8, 2019. Any employee who does not get one of the additional slots, will be allowed to rescind their initial retirement letter.

ARTICLE VIII


Terms of Agreement

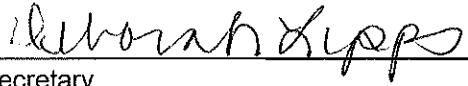
This agreement shall be effective as of July 1, 2018 and shall continue in effect through June 30, 2019.

Dated this October 23, 2018.


THE BOARD OF EDUCATION OF THE METROPOLITAN SCHOOL  
DISTRICT OF MARTINSVILLE

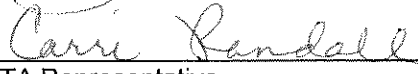
BY   
President

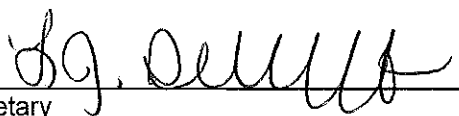
BY   
M.S.D. Spokesperson ATTEST:

  
Secretary

THE CLASSROOM TEACHERS ASSOCIATION OF THE  
METROPOLITAN SCHOOL DISTRICT OF MARTINSVILLE

BY   
President

BY   
CTA Representative

ATTEST:  
  
Secretary

THIS CONTRACT WAS RATIFIED BY THE ASSOCIATION ON November 6, 2018

THIS CONTRACT WAS RATIFIED BY THE BOARD ON November 8, 2018



**Appendix I  
Salary Schedule**

ROW	Bachelor's Salary Amount	Master's Salary Amount
A	\$37,500	\$39,000
B	\$38,500	\$40,000
C	\$39,500	\$41,000
D	\$40,500	\$42,000
E	\$41,500	\$43,000
F	\$42,500	\$44,000
G	\$43,500	\$45,000
H	\$44,500	\$46,000
I	\$45,500	\$47,000
J	\$46,500	\$48,000
K	\$47,500	\$49,000
L	\$48,500	\$50,000
M	\$49,500	\$51,000
N	\$50,500	\$52,000
O	\$51,500	\$53,000
P	\$52,500	\$54,000
Q	\$53,500	\$55,000
R	\$54,500	\$56,000
S	\$55,500	\$57,000
T	\$56,500	\$58,000
U	\$57,500	\$59,000
V		\$60,000
W		\$61,000

**APPENDIX II**  
**METROPOLITAN SCHOOL DISTRICT OF MARTINSVILLE EXTRA/CO-CURRICULAR SALARY**  
**SCHEDULE**

This schedule represents negotiations upon the question of salaries to be paid and, therefore, any duty or assignments content which is listed herein has been listed solely in order to identify the accompanying stipend rather than for purpose of negotiating the existence or content of the listed position.

<u>High School Position</u>	<u>2018-19</u>
Basketball, Head Girls	\$ 10,000.00
Basketball, Varsity Assistant Girls	\$ 4,241.00
Basketball, Reserve Girls	\$ 3,241.00
Basketball, Freshman Girls	\$ 2,399.00
Not in Bargaining Unit	
Basketball, Head Boys	
Basketball, Varsity Assistant Boys	\$ 4,241.00
Basketball, Reserve Boys	\$ 3,241.00
Basketball, Freshman Boys	\$ 2,399.00
Basketball, Freshman Boys	\$ 2,399.00
Not in Bargaining Unit	
Football, Head	
Football, Varsity Assistant	\$ 4,241.00
Football, Varsity Assistant	\$ 4,241.00
Football, Varsity Assistant	\$ 4,241.00
Football, Reserve	\$ 3,469.00
Football, Reserve	\$ 3,469.00
Football, Reserve	\$ 3,469.00
Football, Freshman	\$ 2,570.00
Football, Freshman	\$ 2,570.00
Football, Freshman	\$ 2,570.00
Cross Country, Head Boys	\$ 3,241.00
Cross Country, Head Girls	\$ 3,241.00
Cross Country, Boys Assistant	\$ 1,353.00
Cross Country Girls Assistant	\$ 1,353.00
Soccer, Head Boys	\$ 3,960.00
Soccer, Varsity Assistant Boys	\$ 2,399.00
Soccer, Head Girls	\$ 3,960.00
Soccer, Varsity Assistant Girls	\$ 2,399.00
Volleyball, Head	\$ 6,474.00
Volleyball, Varsity Assistant	\$ 3,960.00
Volleyball, Reserve	\$ 1,920.00

Volleyball, Freshman	\$ 1,680.00
Golf, Head Boys	\$ 3,241.00
Golf, Varsity Assistant Boys	\$ 1,680.00
Golf, Head Girls	\$ 3,241.00
Golf, Varsity Assistant Girls	\$ 1,680.00
Gymnastics, Head	\$ 3,241.00
Wrestling, Head	\$ 6,474.00
Wrestling, Varsity Assistant	\$ 2,878.00
Wrestling, Reserve	\$ 2,878.00
Wrestling, Freshman	\$ 840.00
Swimming, Head Boys	\$ 3,960.00
Swimming, Varsity Assistant Boys	\$ 2,399.00
Swimming, Head Girls	\$ 3,960.00
Swimming, Varsity Assistant Girls	\$ 2,399.00
Baseball, Head	\$ 6,667.00
Baseball, Varsity Assistant	\$ 2,878.00
Baseball, Reserve	\$ 1,920.00
Baseball, Freshman	\$ 1,680.00
Softball, Head	\$ 6,667.00
Softball, Varsity Assistant	\$ 2,878.00
Softball, Reserve	\$ 1,920.00
Softball, Freshman	\$ 1,680.00
Track, Head Boys	\$ 3,960.00
Track, Varsity Boys Assistant	\$ 2,399.00
Track, Reserve Boys	\$ 1,920.00
Track, Head Girls	\$ 3,960.00
Track, Varsity Girls Assistant	\$ 2,399.00
Track, Reserve Girls	\$ 1,920.00
Tennis, Head Boys	\$ 3,241.00
Tennis, Varsity Assistant Boys	\$ 1,680.00
Tennis, Head Girls	\$ 3,241.00
Tennis, Varsity Assistant Girls	\$ 1,680.00
Cheerleading, Varsity	\$ 2,429.00
Cheerleading, Reserve	\$ 1,200.00
Cheerleading, Freshman	\$ 1,200.00

Strength & Conditioning	\$	6,944.00
Pool Manager	\$	1,684.00
Athletic Event Manager (Fall)	\$	1,182.00
Athletic Event Manager (Winter)	\$	1,182.00
Athletic Event Manager (Spring)	\$	1,182.00
Fellowship of Christian Athletes	\$	304.00
Band Director	\$	3,960.00
Band, Assistant Director	\$	2,878.00
Marching Band, Assistant Director	\$	2,304.00
Marching Band, Assistant Director	\$	2,304.00
Band Choreographer (Dance Line)	\$	1,307.00
Orchestra Director	\$	1,445.00
Choral Director	\$	3,960.00
Musical Coordinator	\$	263.00
Musical Tickets/Publicity	\$	263.00
Musical Director	\$	1,049.00
Musical Technical Director	\$	263.00
Musical Choreographer	\$	527.00
Musical Vocal Director	\$	1,049.00
Musical Set Construction	\$	1,049.00
Musical Costume	\$	527.00
Drama Club Sponsor	\$	393.00
Drama Club Technical Director	\$	263.00
Drama Club Costume	\$	527.00
Drama Set Construction	\$	527.00
Drama Play Director	\$	1,049.00
Thespian Club Sponsor	\$	393.00
Thespian Dinner Theater Production	\$	1,049.00
Stage Manager	\$	2,698.00
Broadcast Sponsor	\$	1,684.00
TV Production	\$	3,546.00
Academic Coordinator	\$	1,844.00
Academic Spell Bowl	\$	1,182.00
Academic Decathlon, Language	\$	600.00
Academic Decathlon, Science	\$	600.00
Academic Decathlon, Math	\$	600.00

Academic Decathlon, Economics	\$	600.00
Academic Decathlon, Fine Arts	\$	600.00
Academic Decathlon, Social Studies	\$	600.00
Academic Decathlon, Speech	\$	600.00
Academic Decathlon, Super Quiz	\$	600.00
Academic Decathlon, Research	\$	600.00
Academic Superbowl, English	\$	600.00
Academic Superbowl, Fine Arts	\$	600.00
Academic Superbowl, Social Studies	\$	600.00
Academic Superbowl, Math	\$	600.00
Academic Superbowl, Science	\$	600.00
Academic Superbowl, Interdisciplinary	\$	600.00
Junior Class Sponsor	\$	527.00
Junior Class Sponsor	\$	527.00
Senior Class Sponsor	\$	527.00
Intramural Director	\$	1,183.00
Assistant Intramural Director	\$	527.00
Photography Club Sponsor	\$	263.00
Future Agriculturists of America	\$	1,183.00
Future Educators of America	\$	393.00
French Club	\$	393.00
Spanish Club	\$	393.00
National Honor Society	\$	393.00
Science Club	\$	393.00
Student Council Sponsor	\$	1,183.00
Dance Marathon	\$	1,183.00
Artesian Herald Sponsor	\$	1,383.00
Artesian Yearbook Sponsor	\$	1,383.00
DECA Sponsor	\$	1,183.00
BPA Sponsor	\$	1,183.00
Robotics Competition Club	\$	1,183.00

**Middle School Position**

**2018-19**

Football, 8th Grade Head	\$	2,684.00
Football, 8th Grade Assistant	\$	1,500.00
Football, 8th Grade Assistant	\$	1,500.00
Football, 8th Grade Assistant	\$	1,500.00
Football, 7th Grade Head	\$	2,684.00
Football, 7th Assistant	\$	1,500.00
Football, 7th Assistant	\$	1,500.00
Football, 7th Assistant	\$	1,500.00

Basketball, 8th Grade Head Boys	\$ 2,684.00
Basketball, 8th Grade Assistant Boys	\$ 1,500.00
Basketball, 7th Grade Head Boys	\$ 2,684.00
Basketball, 7th Grade Assistant Boys	\$ 1,500.00
Basketball, 8th Grade Head Girls	\$ 2,684.00
Basketball, 8th Grade Assistant Girls	\$ 1,500.00
Basketball, 7th Grade Head Girls	\$ 2,684.00
Basketball, 7th Grade Assistant Girls	\$ 1,500.00
Volleyball, Head	\$ 2,684.00
Volleyball, Assistant	\$ 1,500.00
Volleyball, Assistant	\$ 1,500.00
Wrestling, Head	\$ 2,684.00
Wrestling, Assistant	\$ 1,500.00
Wrestling, Assistant	\$ 1,500.00
Track	\$ 2,684.00
Track Assistant	\$ 1,500.00
Track Assistant	\$ 1,500.00
Track Assistant	\$ 1,500.00
Cross Country, Head	\$ 1,500.00
Golf, Boys	\$ 1,500.00
Golf, Girls	\$ 1,500.00
Tennis, Boys	\$ 1,500.00
Tennis, Girls	\$ 1,500.00
Swimming, Head	\$ 2,684.00
Swimming/Diving	\$ 1,500.00
Swimming Assistant	\$ 1,500.00
Cheerleading, Head	\$ 1,900.00
Cheerleading	\$ 1,000.00
Intramural Boys	\$ 840.00
Intramural Girls	\$ 840.00
Talent Show	\$ 428.00
Choir Director	\$ 800.00
Orchestra Director	\$ 624.00
Band Director	\$ 1,708.00
Drug Free Coordinator	\$ 350.00
Academic Coach	\$ 545.00
Academic Coach	\$ 545.00
Academic Coach	\$ 545.00
Academic Coach	\$ 545.00
Academic Coach	\$ 545.00
Academic Coach	\$ 545.00
Academic Coordinator	\$ 652.00
Academic Event Coach	\$ 284.00
Journalism	\$ 873.00
Advisor/Advisee	\$ 497.00

Advisor/Advisee	\$ 497.00
Club Sponsor (4 slots)	\$ 300.00 <i>number for informational purposes only</i>
Drama/Fine Arts	\$ 300.00
Student Council	\$ 300.00
Department Head Nurse	\$ 912.00
Event Coordinator - Fall	\$ 1,100.00
Event Coordinator - Winter	\$ 1,100.00
Event Coordinator - Spring	\$ 1,100.00

**Intermediate School**

6th Grade Boys Intramurals	\$ 1,200.00
6th Grade Girls Intramurals	\$ 1,200.00
Spellbowl	\$300.00
Mathbowl	\$300.00
Academic Coordinator	\$500
Journalism	\$500
Exploratory Afterschool Program Leader (14 slots)	\$400 <i>number for informational purposes only</i>
Bradford Woods Coordinator	\$590
Bradford Woods (17 slots)	\$149 <i>number for informational purposes only</i>

**Elementary**

Extramural Competition Team (2 each elementary)	\$250 <i>number for informational purposes only</i>
Elementary Clubs (28 slots)	\$100 <i>number for informational purposes only</i>

**Mentor Stipend (0 & 1 experience in teaching, not new to district)**

\$600 for each year, for two years

**Department Chairs**

Each department chairperson shall receive a base stipend of \$657 and an additional \$51 for each person supervised within their respective departments. Department heads do not receive curriculum committee stipends.

**Middle school Departments**

- Math
- Science
- Social Studies
- Health/PE/Fine Arts/Business/Foreign
- Language
- Special Education
- Language Arts

**High School Departments**

- Math
- Science
- Social Studies
- Special Education
- Art
- Music
- Health/PE
- FACS
- Foreign Language
- Guidance
- Industrial Technology
- Language Arts
- Business

**APPENDIX III**

**GRIEVANCE FORM**

**METROPOLITAN SCHOOL DISTRICT OF MARTINSVILLE**

DATE FILED \_\_\_\_\_

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

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

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

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

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

SIGNATURE OF TEACHER(S) SEEKING RELIEF

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

DATE FILED \_\_\_\_\_



## Appendix IV—Retirement Bridge and Severance Benefits for Teachers Hired before June 30, 2001

### A. **Elimination of Prior Agreement's Retirement Bridge and Severance Benefit**

The Board and Association specifically reserved the authority to revise or terminate the retirement benefits contained in earlier agreements. Exercising this authority, the Board and Association confirm that Article XV, Sections C (Retirement Severance Pay), D (Early Retirement Program), E (Early Retirement Aligned with Social Security), and F (Early Retirement Benefits prior to age 55) found in 2003-2004 collective bargaining agreement ("Prior Agreement") between the School Corporation and the Classroom Teachers Association of the Metropolitan School District of Martinsville ("Association") are terminated and shall not apply to any teacher retiring or severing employment with the School Corporation on or after the effective date of these provisions. Those teachers who retired or severed employment before the effective date of these provisions shall only be entitled to the retirement benefits contained in the collective bargaining agreement in effect at the time he or she retired, but as may be otherwise revised from time to time.

### B. **Entitlement to Severance Benefits. Vesting Requirements**

Upon separation from the Metropolitan School District of Martinsville ("School Corporation"), a teacher shall be fully vested in the benefits described in this Article if the teacher has satisfied the following requirements:

1. The teacher must have been employed by the Metropolitan School District of Martinsville on or before June 30, 2001.
2. Immediately prior to separation, the teacher must have completed not less than fifteen (15) full years of full-time teaching experience as certified by the Indiana State Teachers Retirement Fund.
3. Immediately prior to separation, the teacher must have completed not less than ten (10) years of full-time teaching experience in the Metropolitan School District of Martinsville.
4. The teacher must be at least fifty-five (55) years of age as of June 30 of the teacher's final year of service prior to separation. However, this requirement may be waived in cases of separation caused unexpectedly by disability or ill health provided satisfactory medical documentation is presented to the school corporation.
5. The teacher must be actively employed on a full-time basis at the time of separation.

### F. **Actuarial Determination of Value of Current Retirement Bridge and Severance Benefits**

The ISTA Financial Services Corporation has been selected to determine the present value of the unfunded Retirement Severance Pay Benefits and the Early Retirement Program benefits described in the Prior Agreement. In making this present value determination, FSC shall use the following assumptions:

1. **Interest Rate.** The assumed short-term interest rate for the first three (3) years for purposes of determining the present value is 4%, the assumed short term interest rate for the next three (3) years is 4%, and the assumed long term interest rate for purposes of determining the present value is 7.5%.
2. **Retirement Age.** It is assumed that an employee terminates employment at the end of the school year in which the employee attains age 58 or at the end of the current year, if the individual is already 58 or older.

3. Retirement Pay. The anticipated amount of the Retirement Bridge shall be determined using the amount of annual benefit described in Subsection E of Article XV of the Prior Agreement. However, it is assumed that individuals do not retire until the later of: (i) the attainment of age 58 or (ii) satisfaction of the eligibility requirements of Subsection B of this new Article.
4. Severance Pay. Using the method of calculation described in Article XV, Section C of the Prior Agreement, the severance benefit for each employee will be determined, but subject to the following adjustments:
  - For purposes of the calculations, projections of future sick leave accumulation shall be based upon each individual's sick leave ratio as of September 1, 2001.
5. FICA. The present value of the future Retirement Severance Pay Benefits and Early Retirement Program Plan benefits will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the Severance Benefits and Retirement Bridge had been paid directly to the employee.
6. Exclusion of Employees. Employees hired after December 31, 2003 shall not be entitled to any payment for the eliminated Retirement Severance Pay benefits or Early Retirement Program benefits provided by the Prior Agreement. In other words, no contribution shall be made for individuals hired or rehired on or after December 31, 2003.
7. Rehired Employees. 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 shall have approved a leave of absence of not more than one (1) fiscal year 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.
8. Calculation Date. The present value of the Retirement Severance Pay benefits and the Early Retirement Plan benefits under the Prior Agreement shall be calculated, effective as of June 30, 2003.

Using the above assumptions and the other assumptions contained on the Buy Out Spread Sheet attached hereto and incorporated herein as Appendix , FSC shall prepare the present value calculations for each teacher and the contributions described hereinafter will be made.

**D 401(a) Plan (Corporation Plan)**

The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code (the "401(a) Plan"). Seventy percent (70%) of the total sum of the amount calculated by FSC as the present value for the Retirement Pay and Severance Benefits shall then be contributed by the School Corporation to each individual teacher's Section 401(a) Plan maintained by the Board. The single investment vendor for the 401(a) Plan shall be ISTA Financial Services Corporation.

1. Separate Accounts. The amount calculated 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 selected investment vendor for the 401(a) Plan.
2. Option to Elect Benefits in Prior Agreement. The Board and the Association agree that teachers who retire at or before the end of the 2005-06 school year and who give written notice to the Superintendent of their intent to retire on or before October 1, 2005, may elect to retire and receive the benefits provided by the Prior Agreement (2003-04 Contract).

3. Vesting. Until such time that an employee has separated and satisfied the eligibility requirements set forth in Subsection D of this Article, the employee shall have no access to the assets held in his or her separate 401(a) Plan account.
4. Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Subsection D of this Article for any reason, the terminated employee's 401(a) Plan account shall be forfeited. The forfeited amounts shall be returned to the School Corporation to fund future contributions.
5. Distributions. Following separation and the satisfaction of the requirements set forth in Subsection D of this Article an employee may elect to commence distributions from his 401(a) Plan account. If an employee shall die after having satisfied the requirements of Subsection D 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.
6. Costs. 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.
7. Additional Plans. The School Corporation may establish other qualified plans as described in section 401(a) of the Code, subject to such terms and conditions as the School Corporation shall determine, in its sole discretion, to be appropriate. Such additional plans may be maintained separate from the 401(a) Plan or for administrative convenience maintained as part of the 401(a) Plan.

#### E VEBA.

The School Corporation shall contribute to a voluntary employees' beneficiary association ("VEBA"), as described in section 501(c)(9) of the Internal Revenue Code, thirty percent (30%) of the total sum of the amount calculated by FSC as the present value for the Retirement Pay and Severance Benefits for each individual teacher. Additional terms and conditions for the administration and operations of the VEBA shall be as follows:

9. Separate Accounts. The amount calculated 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 selected investment vendor for the VEBA.
10. Vesting. Until such time that an employee has separated and satisfied the eligibility requirements set forth in Section D of this Article, the employee shall have no access to the assets held in his or her separate VEBA account.
11. Forfeiture. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in Section D of this Article for any reason, the terminated employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then-remaining separate VEBA accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the VEBA accounts of the following employees will not share in the reallocation of a forfeiture of a VEBA account:
  - Employees who have forfeited their VEBA accounts in the same year;
  - Employees who previously forfeited their VEBA accounts; and
  - Employees who have attained age 55 and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of employees who have attained age 55, but not terminated employment may share in the reallocated forfeiture, but on a reduced basis.

12. Distributions. Following separation and the satisfaction of the requirements set forth in Section D of this Article, a separated employee may use the amounts held in his/her separate VEBA account to pay health insurance premiums, term life insurance premiums, and un-reimbursed medical expenses of the employee, spouse, and dependents. Furthermore, following the death of the employee who had otherwise satisfied the requirements of Section D of this Article, any amounts remaining in the deceased employee's VEBA account may continue to be used to pay these premiums and expenses of the employee's spouse and dependents. Any amounts not distributed to or for the benefit of the employee, spouse and/or dependents shall be available for distribution as part of the retiree's estate to his or her ISTRF declared beneficiary. At no time may the VEBA make loans to an employee, his/her spouse, or dependents.
13. Costs. The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

Appendix VI—CBA Compliance Checklist

2018 CBA COMPLIANCE CHECKLIST<sup>1</sup>

Item	✓	Page No. <sup>2</sup>
School employer and exclusive representative identified	✓	3
Bargaining unit description matches the IEERB Order in effect at time of ratification	✓	3
Beginning and ending date of CBA (must end on or before June 30, 2019)	✓	3
Ratification date (must be on or after September 15)	✓	1b
General definitions (definitions that apply to the whole CBA)	✓	3
Grievance procedure (if arbitration used, must indicate if advisory or binding)	✓	3
Contract Interpretation provisions (e.g., severability, supremacy, savings clauses)	✓	3
Salary for newly hired teacher (amount, schedule, or method of calculation)	✓	14
Wages/compensation for ancillary duties	N/A	
Wages/compensation for extracurricular duties	✓	18
Compensation for extended contracts	N/A	
<b>Compensation plan</b>		
If there are no salary increases, CBA includes a statement to that effect	N/A	
Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers)	✓	13
<b>Salary increases</b>		
Statement that teachers rated ineffective/improvement necessary are not eligible	✓	13
Based on at least two of the five statutory factors	✓	13
Definitions of factors (e.g. experience, academic needs, instructional leadership)	✓	13
How much each factor contributes to increase (by points, percentage, amount, etc.)	✓	13
Amount of increase (flat amount, % amount) or method for calculating amount	✓	13
The combination of education and experience does not exceed 33.33% of the maximum available salary increase (unless the specific increase differential is to reduce the gap)	✓	13
Salary increase differential <sup>3</sup> (if applicable) is based on one or more of the five factors	N/A	
If using a salary increase differential to reduce the gap, the specific salary increase to reduce the gap: (1) is clearly identified and (2) actually reduces the gap.	N/A	
Redistribution provision or a statement explaining why redistribution not necessary	✓	14

Reminders:

1. Clearly identify the Compensation Plan and make sure all salary increases are included in the compensation plan.
2. If using possession of an advanced degree or credit hours as a factor, be sure it is limited to content area degrees or credit hours.
3. If you include non-bargainable items for informational purposes only (e.g. number of ECA positions, number of extended contract days, etc.), be sure to include a statement to that effect.

<sup>1</sup> Red text denotes additions to the checklist for 2018.

<sup>2</sup> IEERB encourages parties to number the pages of their CBA. If there are no page numbers, parties should identify the Article or Section number of the particular item (e.g., Art. I Sec B; Sec IV #2, etc.).

<sup>3</sup> See the 2018 Rubric and the 2018 Guide to Salary Increase Differentials for additional guidance.