

2023-2024

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 employees, as defined in the IC 20-29, including part-time certificated teachers, of the Metropolitan School District of Martinsville, except for the superintendent, assistant superintendents, principals, deans, vice principals, assistant principals, director of athletics, head girls’ and boys’ basketball coaches, 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, 2023 to June 30, 2024.

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. **Immediate Family Defined.** Immediate family will be defined as father, mother, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, step children, step-parent, and any person domiciled and residing in the teacher's home as a member of 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.
- C. **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 of 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.
- D. **Miscarriage Leave.** An expectant parent who experiences the miscarriage of their child will be granted up to five (5) days of paid bereavement leave, with a doctor's statement, for a maximum of ten (10) days per year.
- E. **Funeral Leave.** One (1) day's absence shall be allowed, without loss of compensation, for attendance at the funeral of a first cousin, direct aunt, direct uncle, grandparent-in-law, niece, or nephew.
- F. **Special Circumstances.** 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, or their designee, may approve of modifications in the bereavement leave and/or grant additional paid days. The determination by the superintendent, or their designee, is final and is not subject to any grievance procedure.
- G. **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, unless additional sick days have been accrued:
 - 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 (5th) 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 (a) was employed at another school corporation in this state, (b) accumulated one (1) or more days of sick leave at such other corporation, and (c) thereupon, became employed by the Metropolitan School District of Martinsville School District of Martinsville, then for the first year and each succeeding year of employment with the Metropolitan School District of Martinsville, there shall be added up to four (4) 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.
8. ~~Any teacher serving in a compensated position with the district who is placed into quarantine status as a result of verified contact with COVID-19 during compensated responsibilities, will be granted up to five (5) days of sick leave not to be taken from the teacher's sick or personal leave days. Teachers may petition the Superintendent or their designee for more than five (5) days of sick leave if extenuating circumstances exist. Such petition may require documentation from professionals related to the teacher's request. This provision will not form the status quo for future negotiations.~~

H. **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:

- 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.
- 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 (2) personal days for each day taken.
- Personal leave days shall be charged in full or half day units.
- 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.

I. **Maternity Leave.**

Eligibility

Eligible employees must meet the following criteria:

- Be a full-time or part-time, regular employee

In addition, employees must meet one (1) of the following criteria:

- Have given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Amount, Time Frame, and Duration of Paid Maternity Leave

- Eligible employees will receive a maximum of ten (10) days of paid maternity leave per birth, adoption, or placement of a child/children per contract year. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the ten (10) day total amount of leave granted for that event.
- Approved leave may be taken at any time during the 12-week period immediately following the birth, adoption, or placement of a child with the employee. Paid leave may not be used or extended beyond a 12-month time frame.
- The ten (10) days of paid leave may be awarded before all sick and personal days have been used from the teacher's sick and personal leave bank.

Requests for Paid Parental Leave

- The employee will provide their supervisor and the human resource department with notice of the request for leave at least thirty (30) days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).

J. **Sick Leave Buyback.** The Board will buy unused Sick Leave days above the one hundred and sixty (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.

K. **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 no 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.

L. **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 duty.

M. **Legal Leave.** In the event it is necessary for a teacher to make 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.

- N. **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 maybe 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.
- O. **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.
- P. **Dues 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 (2) 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 October 1 of each school year. The School Corporation shall provide a list of the membership authorizations on file to the Association prior to September 1.

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.

- Q. **Prep Period Buyout.** Prep time will be paid out at \$30/hour and will be prorated, provided the teacher is voluntarily giving up their time as a last resort to assist administration in continuing coverage of students and programming.

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 contract year, signs a contribution form. Such contribution form shall require the assigning of one (1) day of sick leave to the sick leave bank and an individual may contribute up to five (5) total days if so motivated during any enrollment period.
3. 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.
4. Present and new faculty members who wish to become "contributing individuals" may do so by following the procedure in paragraph two (2). Staff who hire in after the annual enrollment period closes can still enroll under equivalent timelines as original enrollment period.
5. Use of the sick leave bank shall be subject to the following limitations:
 - a. Sick bank leave shall be used on a teacher's first day receiving no pay as long as the teacher has exhausted all accumulated sick days, as well as all annual sick and personal days. Days may need to be allotted retroactively to allow time for the sick bank committee to meet and review the request. 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 approve of the Sick Bank Review Committee.
 - b. In the even 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 the 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 *workers* 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 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.
6. Should the sick leave bank fall to a thirty (30) day balance during a school year, an additional contribution will be requested and will count toward the subsequent enrollment period.
 7. A Sick Bank Review Committee shall be formed and shall be comprised of three (3) members appointed by the exclusive representative and one (1) individual appointed by the Superintendent. The committee shall consider and review all requests for use of sick bank days to ensure that all applications submitted, and any grants made, are in accordance with the provisions of this contract.
 8. The school district shall notify certificated employees of the enrollment period for the sick bank, including required contribution forms and appropriate deadlines, within the first five (5) school days of each school year.
 9. If there are seven hundred and fifty (750) days in the bank at the time of open enrollment, no contribution will be necessary unless it falls below the previously described number of thirty (30) days.

ARTICLE VI
Grievance Procedure

Section 1. 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, and not otherwise explained, 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 at the request of the grievant the exclusive representative will be given an opportunity to be present at all stages of the grievance process. The adjustment of all grievance 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 teacher(s)/grievant(s).
- C. The grievance should be filed as soon as possible, but any grievance not presented in writing in Step Two within fifteen (15) business 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 schedule 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 three (3) Administrators appointed by the Board and three (3) members appointed by the Association and two (2) members of the Board. The committee must submit a recommendation to the Board within five (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 maybe 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:

<u>HEALTH INSURANCE PLAN</u>	<u>BOARD CONTRIBUTION</u>
Single PPO Plan HSA \$2,000 Plan HSA \$3,000 Plan Minimum Value \$5,000 PPO Plan	 \$475.77 per month \$514.60 per month \$512.60 per month \$470.77 per month
Employee + Child PPO Plan HSA \$4,000 Plan HSA \$6,000 Plan Minimum Value \$10,000 PPO Plan	 \$ 955.00 per month \$1,019.00 per month \$1,016.00 per month \$ 947.00 per month
Employee + Spouse PPO Plan HSA \$4,000 Plan HSA \$6,000 Plan Minimum Value \$10,000 PPO Plan	 \$1,126.00 per month \$1,173.00 per month \$1,168.00 per month \$1,116.00 per month
Family PPO Plan HSA \$4,000 Plan HSA \$6,000 Plan Minimum Value \$10,000 PPO Plan	 \$1,296.35 per month \$1,399.60 per month \$1,394.70 per month \$1,283.35 per month
<u>DENTAL INSURANCE PLAN</u>	<u>BOARD CONTRIBUTION</u>
Single Family	 \$22.26 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 21, 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.
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.
2. 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.

Section 1. Salary Ranges

The base salary for a beginning teacher at the time of implementation of this agreement is **\$44,500**. The range of base salaries for full-time contracts is **\$44,500 to \$83,000** not including current year increases or TRF contributions.

The minimum base salary for an incoming teacher will be **\$44,500**.

Section 2. Eligibility

Teachers rated “Needs Improvement” or “Ineffective” are not eligible for salary increases, increment allotments, or retention movement, and will remain at the prior year’s salary.

Section 3. Factors and Definitions

- A. Section 1: Base Salary – All teachers will receive \$1,500 to their base salary to meet IC 20-28-9-26 requirements. This change in compensation is reflected in Appendix 1a and based on two (2) factors: (1) has not received a “Needs Improvement” or “Ineffective” evaluation and (2) being employed on the date this Agreement is ratified.
- B. Section 2: Teacher Effectiveness – Each teacher will be eligible to advance a row in the salary schedule based upon (1) earning an evaluation rating of “Effective” or “Highly Effective” for the prior school year and (2) being employed at the District during the prior school year in a sufficient duration to have received an evaluation, each factor constituting 50% of the base salary increase.
- C. Section 3: Education – Additionally, all teachers attaining content area graduate degrees or credit hours above that required for employment during the 2022/2023 school year who have not been previously compensated will move to the appropriate column in Appendix 1a. Such increase will not exceed 50% of the total available salary increase to be eligible for column movement during the 2023/2024 school year because teachers meeting the content area requirements must also have received an evaluation rating of “Effective” or “Highly Effective” for the prior school year. To receive this base salary increase, teachers must submit an official transcript via email to the superintendent by January 3, 2024 in order to be eligible for movement in column(s). Pay will be awarded retroactively to the date that the graduate degree or credit hour requirement was satisfied for the current contract year only.
- D. Section 4: Teacher Retention Catch Up Increment – Pursuant to IC 20-29-9-1.5(a) and included for informational purposes, any teacher with six (6) or greater years experience with the district as a certificated teacher will move one additional row down on the compensation grid, and receive a salary increase of \$1,000 as a catch up incentive. In addition, any teacher with less than six (6) years experience with the district, but two (2) or more years experience with the district, and who are two (2) or more rows behind a comparable hire placement per Appendix 1a will move a row down on the compensation grid and receive a salary increase of \$1,000 as a catch up incentive.
- ~~E. Section 5: Stipends – Each certificated teacher in possession of a PdD related to their content area will receive a one-time \$1,000 stipend.~~
- F. Section 6: Total Allocation – For the 2023-2024 school year, the funds 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.

Maximum Compensation is as follows:

Salary Adjustment - \$2,500

Education \$1,000

Section 4. TRF

The Corporation will contribute three percent (3%) of the teacher's salary to the Teacher's Retirement Fund.

Section 5. Additional Days

Teachers working approved extended contracts shall receive their daily rate for the additional days worked.

Section 6. Rehiring of Retired Teachers

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

Rehired Retired Teachers will be placed on a base salary scheduled between \$45,000 and \$55,000. The Superintendent will consult with the Association President prior to making any other variation in the salary placement of a new hire.

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. Any Rehired Retired Teacher who served in the district the previous year and received an "Effective" or "Highly Effective" evaluation rating will receive a salary adjustment equal to a salary adjustment received by teachers, if such an adjustment is bargained. In addition, the rehired retired teacher will received a \$1,000 salary adjustment if teachers in the district receive a teacher effectiveness increment in the current year's contract.

Section 7. 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.

Section 8. Determination of Salaries of New Hires

For new faculty hired after August 1, 2023, 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 placement schedule with the highest level of placement being row T:

- Rows A-B represents 0-1 years of experience
- Rows C-F represents 2-5 years of experience
- Rows G-K represents 6-10 years of experience
- Rows L-P represents 11-15 years of experience
- Rows Q-T represents 16-17 years of experience

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 \$5,000 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.

- G. **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 a rate of one (1) year for eight (8) 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.

- H. **Activity Passes.** All certified employees will be provided with an all-activity pass permitting that person to attend MSD of 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.

ARTICLE VIII

This agreement shall be effective as of July 1, 2023 and shall continue in effect through June 30, 2024.

Dated this 2023.

THE BOARD OF EDUCATION OF THE METROPOLITAN SCHOOL DISTRICT OF MARTINSVILLE

BY: _____
President

BY: _____
MSD Spokesperson ATTEST

BY: _____
Secretary

THE CLASSROOM TEACHERS ASSOCIATION OF THE METROPOLITAN SCHOOL DISTRICT OF MARTINSVILLE

BY: _____
President

BY: _____
MSD Spokesperson ATTEST

BY: _____
Secretary

THIS CONTRACT WAS RATIFIED BY THE ASSOCIATION ON 2023.

THIS CONTRACT WAS RATIFIED BY THE BOARD ON 2023.

Appendix 1A
Salary Schedule

	Bachelors & Workplace Specialist	Bachelors +18	Bachelors +30 or Masters	Masters +18
A	44,500	45,500	46,000	47,000
B	45,500	46,500	47,000	48,000
C	46,500	47,500	48,000	49,000
D	47,500	48,500	49,000	50,000
E	48,500	49,500	50,000	51,000
F	49,500	50,500	51,000	52,000
G	50,500	51,500	52,000	53,000
H	51,500	52,500	53,000	54,000
I	52,500	53,500	54,000	55,000
J	53,500	54,500	55,000	56,000
K	54,500	55,500	56,000	57,000
L	55,500	56,500	57,000	58,000
M	56,500	57,500	58,000	59,000
N	57,500	58,500	59,000	60,000
O	58,500	59,500	60,000	61,000
P	59,500	60,500	61,000	62,000
Q	60,500	61,500	62,000	63,000
R	61,500	62,500	63,000	64,000
S	62,500	63,500	64,000	65,000
T	63,500	64,500	65,000	66,000
U	64,500	65,500	66,000	67,000
V	65,500	66,500	67,000	68,000
W	66,500	67,500	68,000	69,000
X	67,500	68,500	69,000	70,000
Y	68,500	69,500	70,000	71,000
Z	69,500	70,500	71,000	72,000
AA	70,500	71,500	72,000	73,000
BB	71,500	72,500	73,000	74,000
CC	72,500	73,500	74,000	75,000
DD	73,500	74,500	75,000	76,000
EE	74,500	75,500	76,000	77,000
FF	75,500	76,500	77,000	78,000
GG	76,500	77,500	78,000	79,000
HH	77,500	78,500	79,000	80,000
II	78,500	79,500	80,000	81,000
JJ	79,500	80,500	81,000	82,000
KK	80,500	81,500	82,000	83,000

APPENDIX I
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.

High School Position	2023-2024
Basketball, Head Girls	Not in the Bargaining Unit
Basketball, Varsity Assistant Girls	\$4,440.00
Basketball, Reserve Girls	\$4,040.00
Basketball, Freshman Girls	\$3,440.00
Basketball, Freshman Girls	\$3,440.00
Basketball, Head Boys	Not in the Bargaining Unit
Basketball, Varsity Assistant Boys	\$4,440.00
Basketball, Reserve Boys	\$4,040.00
Basketball, Freshman Boys	\$3,440.00
Basketball, Freshman Boys	\$3,440.00
Football, Head	Not in the Bargaining Unit
Football, Coordinator	\$4,840.00
Football, Coordinator	\$4,840.00
Football, Assistant	\$4,440.00
Football, Assistant	\$4,040.00
Football, Assistant	\$4,040.00
Football, Assistant	\$4,040.00
Football, Assistant	\$4,040.00
Football, Assistant Entry	\$2,840.00
Football, Assistant Entry	\$2,840.00
Football, Assistant Entry	\$2,840.00
Cross Country, Head Boys	\$3,840.00
Cross Country, Head Girls	\$3,840.00
Cross Country, Boys Assistant	\$1,840.00
Cross Country, Girls Assistant	\$1,840.00
Soccer, Head Boys	\$4,440.00
Soccer, Varsity Assistant Boys	\$2,840.00
Soccer, Head Girls	\$4,440.00
Soccer, Varsity Assistant Girls	\$2,840.00

Volleyball, Head Girls	\$6,667.00
Volleyball, Varsity Assistant Girls	\$4,440.00
Volleyball, Reserve Girls	\$2,840.00
Volleyball, Freshman	\$2,340.00
Emerging Sport, Volleyball Boys Head	\$2,900.00
Emerging Sport, Volleyball Boys Assistant	\$1,840.00
Emerging Sport, Wrestling Girls Head	\$2,900.00
Emerging Sport, Wrestling Girls Assistant	\$1,840.00
Golf, Head Boys	\$4,040.00
Golf, Varsity Assistant Boys	\$1,840.00
Golf, Head Girls	\$4,040.00
Golf, Varsity Assistant Girls	\$1,840.00
Gymnastics, Head	\$4,040.00
Wrestling, Head	\$6,667.00
Wrestling, Varsity Assistant	\$3,840.00
Wrestling, Reserve	\$3,840.00
Wrestling, Freshman	\$1,000.00
Swimming, Head Boys	\$4,440.00
Swimming, Head Girls	\$4,440.00
Swimming, Varsity Assistant	\$2,840.00
Swimming, Diving	\$2,840.00
Baseball, Head	\$6,667.00
Baseball, Varsity Assistant	\$3,840.00
Baseball, Varsity Assistant	\$3,840.00
Baseball, Reserve	\$2,840.00
Baseball, Freshman	\$2,340.00
Softball, Head	\$6,667.00
Softball, Varsity Assistant	\$3,840.00
Softball, Varsity Assistant	\$3,840.00
Softball, Reserve	\$2,840.00
Softball, Freshman	\$2,340.00

Track, Head Boys	\$4,440.00
Track, Boys Assistant	\$2,640.00
Track, Boys Assistant	\$2,640.00
Track, Head Girls	\$4,440.00
Track, Girls Assistant	\$2,640.00
Track, Girls Assistant	\$2,640.00
Tennis, Head Boys	\$3,840.00
Tennis, Varsity Assistant Boys	\$2,040.00
Tennis, Head Girls	\$3,840.00
Tennis, Varsity Assistant Girls	\$2,040.00
Cheerleading, Varsity (Fall)	\$2,600.00
Cheerleading, Varsity (Spring)	\$2,600.00
Cheerleading, Reserve (Fall)	\$2,040.00
Cheerleading, Reserve (Spring)	\$2,040.00
Cheerleading, Freshman (Fall)	\$2,040.00
Cheerleading, Freshman (Spring)	\$2,040.00
Unified Sports – Football Head	\$2,500.00
Unified Sports – Football Assistant	\$1,500.00
Unified Sports – Special Education Assistant	\$ 500.00
Unified Sports – Track Head	\$2,500.00
Unified Sports – Track Assistant	\$1,500.00
Unified Sports – Special Education Assistant	\$ 500.00
Strength & Conditioning	\$10,000.00
Pool Manager	\$2,440.00
Athletic Event Manager (Fall x2)	\$1,240.00
Athletic Event Manager (Winter x2)	\$1,240.00
Athletic Event Manager (Spring x2)	\$1,240.00
Pride Sponsor	\$ 340.00
Fellowship of Christian Athletes	\$ 340.00
Band Director (Fall)	\$4,840.00
Band Director (Spring)	\$2,040.00
Band, Assistant Director	\$3,840.00
Marching Band, Assistant Director	\$2,840.00

Marching Band, Assistant Director	\$2,840.00
Band Choreographer (Dance Line)	\$1,540.00
Orchestra Director	\$4,840.00
Fiddle Club/Chamber Orchestra	\$1,100.00
Choral Director	\$4,840.00
Winter Guard	\$1,540.00
Winter Drumline	\$1,540.00
Musical Coordinator	\$ 280.00
Musical Tickets/Publicity	\$ 280.00
Musical Director	\$1,100.00
Musical Technical Director	\$ 280.00
Musical Choreographer	\$ 560.00
Musical Vocal Director	\$1,100.00
Musical Set Construction	\$1,100.00
Musical Costume	\$ 560.00
Musical Pit Orchestra	\$1,100.00
Drama Club Sponsor	\$ 420.00
Drama Club Technical Director	\$ 280.00
Drama Club Costume	\$ 560.00
Drama Set Construction	\$ 560.00
Drama Play Director	\$1,100.00
Thespian Club Sponsor	\$ 420.00
Thespian Dinner Theater Production	\$1,100.00
Stage Manager	\$3,440.00
Broadcast Sponsor	\$2,840.00
TV Production	\$4,440.00
Academic Coordinator	\$2,440.00
Academic Spell Bowl	\$1,400.00
Academic Decathlon, Language	\$ 660.00
Academic Decathlon, Science	\$ 660.00
Academic Decathlon, Math	\$ 660.00
Academic Decathlon, Economics	\$ 660.00
Academic Decathlon, Fine Arts	\$ 660.00
Academic Decathlon, Social Studies	\$ 660.00
Academic Decathlon, Speech	\$ 660.00
Academic Decathlon, Super Quiz	\$ 660.00
Academic Decathlon, Research	\$ 660.00
Academic Super Bowl, English	\$ 660.00
Academic Super Bowl, Fine Arts	\$ 660.00

Academic Super Bowl, Social Studies	\$ 660.00
Academic Super Bowl, Math	\$ 660.00
Academic Super Bowl, Science	\$ 660.00
Academic Super Bowl, Interdisciplinary	\$ 660.00
Freshman Class Sponsor	\$ 600.00
Sophomore Class Sponsor	\$ 600.00
Junior Class Sponsor	\$ 600.00
Junior Class Sponsor	\$ 600.00
Senior Class Sponsor	\$ 600.00
Photography Club Sponsor	\$ 280.00
Co Future Farmers of America Sponsor (x2)	\$2,840.00
Future Educators of America	\$ 420.00
French Club	\$ 420.00
Spanish Club	\$ 420.00
National Honor Society	\$ 420.00
Science Club	\$ 420.00
Exploratory Club (x2)	\$ 420.00
Red Blue Crew	\$ 600.00
Student Council Sponsor	\$1,240.00
Dance Marathon	\$1,240.00
Breaking Blue Sponsor	\$1,440.00
Artesian Yearbook Sponsor	\$1,440.00
DECA Sponsor	\$1,240.00
BPA Sponsor	\$1,240.00
Robotics Competition Club (x2)	\$1,500.00

Middle School Position	2023-2024
Football, 8 th Grade Head	\$2,900.00
Football, 8 th Grade Assistant	\$1,840.00
Football, 8 th Grade Assistant	\$1,840.00
Football, 7 th Grade Head	\$2,900.00
Football, 7 th Grade Assistant	\$1,840.00
Football, 7 th Grade Assistant	\$1,840.00
Basketball, 8 th Grade Head Boys	\$2,900.00
Basketball, 8 th Grade Assistant Boys	\$1,840.00
Basketball, 7 th Grade Head Boys	\$2,900.00
Basketball, 7 th Grade Assistant Boys	\$1,840.00
Basketball, 8 th Grade Head Girls	\$2,900.00
Basketball, 8 th Grade Assistant Girls	\$1,840.00
Basketball, 7 th Grade Head Girls	\$2,900.00
Basketball, 7 th Grade Assistant Girls	\$1,840.00
Volleyball, Head	\$2,900.00
Volleyball, Assistant	\$1,840.00
Volleyball, Assistant	\$1,840.00
Wrestling, Head	\$2,900.00
Wrestling, Assistant	\$1,840.00
Wrestling, Assistant	\$1,840.00
Track, Head	\$2,900.00
Track, Assistant	\$1,840.00
Track, Assistant	\$1,840.00
Track, Assistant	\$1,840.00
Cross Country, Head	\$1,840.00
Golf, Boys	\$1,840.00
Golf, Girls	\$1,840.00
Tennis, Boys	\$1,840.00
Tennis, Girls	\$1,840.00

Swimming, Head	\$2,900.00
Swimming, Assistant	\$1,840.00
Swimming/Diving	\$1,840.00
Soccer, Head Boys 6-8	\$2,900.00
Soccer, Assistant Boys 6-8	\$1,840.00
Soccer, Head Girls 6-8	\$2,900.00
Soccer, Assistant Girls 6-8	\$1,840.00
Baseball, 8 th Grade Head	\$2,900.00
Baseball, 8 th Grade Assistant	\$1,840.00
Baseball, 7 th Grade Head	\$2,900.00
Baseball, 7 th Grade Assistant	\$1,840.00
Softball, 8 th Grade Head	\$2,900.00
Softball, 8 th Grade Assistant	\$1,840.00
Softball, 7 th Grade Head	\$2,900.00
Softball, 7 th Grade Assistant	\$1,840.00
Cheerleading, Head	\$2,900.00
Cheerleading, Assistant	\$1,840.00
Strength & Conditioning (Fall)	\$1,200.00
Strength & Conditioning (Winter)	\$1,200.00
Strength & Conditioning (Spring)	\$1,200.00
Intramural Boys	\$ 900.00
Intramural Girls	\$ 900.00
Talent Show	\$ 480.00
Choir Director	\$1,500.00
Orchestra Director	\$1,500.00
Band Director	\$1,840.00
Drug Free Coordinator	\$ 380.00

Academic Coach	\$ 600.00
Academic Coach	\$ 600.00
Academic Coach	\$ 600.00
Academic Coach	\$ 600.00
Academic Coach	\$ 600.00
Academic Coach	\$ 600.00
Academic Coordinator	\$ 700.00
Academic Event Coach	\$ 300.00
7-12 Chess Coordinator	\$ 650.00
Robotics Competition Team (x2)	\$1,000.00
Journalism	\$ 940.00
Advisor/Advisee	\$ 550.00
Advisor/Advisee	\$ 550.00
Club Sponsor (4 slots)	\$ 400.00
Drama/Fine Arts	\$ 400.00
Student Council	\$ 750.00
Department Head Nurse	\$1,000.00
Event Coordinator (Fall)	\$1,240.00
Event Coordinator (Winter)	\$1,240.00
Event Coordinator (Spring)	\$1,240.00

Intermediate School Position	2023-2024
6 th Grade Boys Intramurals	\$1,300.00
6 th Grade Girls Intramurals	\$1,300.00
Spell Bowl	\$ 500.00
Math Bowl	\$ 500.00
Academic Coordinator	\$ 650.00
Journalism	\$ 550.00
Exploratory Afterschool Program Leader (14 slots)	\$ 500.00
Robotics Competition Team (x2)	\$ 500.00
K-6 Chess Coordinator	\$ 650.00
Bradford Woods Coordinator	\$ 800.00
Bradford Woods (17 slots)	\$ 300.00

Elementary School Position	2023-2024
Spell Bowl	\$ 500.00
Math Bowl	\$ 500.00
Robotics Competition Team (x2)	\$ 500.00
Elementary Clubs (28 slots)	\$ 300.00

Mentor Stipend (0 & 1 experience in teaching, but not new to district)	\$ 600 for each year, for 2 years
Mentor Stipend (teaching experience, but new to district)	\$ 300.00 each, for 1 year
Mentor Stipend (teaching experience, but special circumstance)	\$ 600.00 each, for 1 year

Department Chairs

Each department chairperson shall receive a base stipend of \$660 and an additional \$100 for each person supervised within their respective departments. Department chairpersons do not receive curriculum committee stipends.

Middle School Departments	High School Departments
Health/PE/Fine Arts/Business/Foreign Language	Art
Language Arts	FACS/Business
Math	Foreign Language
Science	Guidance
Social Studies	Health/PE
Special Education	Industrial Technology
	Language Arts
	Math
	Music
	Science
	Social Studies
	Special Education

APPENDIX II

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 III

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.

C. 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 ration 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 Retire 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 the 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 or 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:

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 VEBA.
2. 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.
3. 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.

4. 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 or 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 or her spouse, or dependents.

5. 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.

2023 CBA COMPLIANCE CHECKLIST

Item	X	Page No. ¹
School employer and exclusive representative identified		
Bargaining unit description matches the IEERB Order in effect at time of ratification		
Beginning and ending date of CBA (must end on or before June 30, 2023)		
Ratification date (must be on or after September 15)		
Signed by School Board President, Secretary or Vice President		
General definitions (definitions that apply to the whole CBA)		
Grievance procedure (if arbitration used, must indicate if advisory or binding)		
Contract interpretation provisions (e.g., severability, supremacy, savings clauses)		
Salary for new teachers (amount, schedule, or method of calculation)		
Wages / compensation for ancillary duties		
Wages / compensation for extracurricular duties		
Compensation for extended contracts		
Public hearing and public meeting attestations (include electronic participation information)		
Compensation Plan		
If there are no salary increases, CBA includes a statement to that effect		
Statement of annual salary range for returning full-time teachers (don't include current year increases, ISTRF contributions, or salaries of newly hired teachers)		
Full-time classroom teacher (instructs students at least 50% of the workday) salaries are at least \$40,000 or IC 20-28-9-26 report attached to CBA		
Salary increases		
Statement that teachers rated ineffective/improvement necessary are not eligible		
Based on at least two of the five statutory factors		
Definitions of factors (e.g., experience, academic needs, instructional leadership)		
How much each factor contributes to increase (by points, percentage, amount, etc.)		
Amount of increase (flat amount, % amount) or method for calculating amount		
The combination of education and experience (excluding increases to reduce the gap and teacher retention catch-up increases) does not exceed 50% of the maximum available salary increase		
If using a salary increase to reduce the gap, it must: (1) be clearly identified and (2) actually reduce the gap		
If using a teacher retention catch-up salary increase it must: (1) be clearly identified, (2) attributed to a factor, (3) describe the teachers to whom the catch-up increase applies, (4) describe the increase amount or method of calculating, and (5) describe how the increase amount represents a comparison to the starting salary of new teachers		
Redistribution provision or a statement explaining why redistribution is not necessary		

Reminders:

1. Clearly identify the Compensation Plan and make sure all salary increases are included and described in the compensation plan.
2. 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.
3. Ensure all date references in the CBA reflect the current contract period.
4. Ensure that the CBA is uploaded to [Indiana Gateway](#) by November 15th to avoid a declaration of impasse.
5. Ensure that the electronic participation information in CBA matches information in Indiana Gateway.

¹IEERB 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. 1 Sec B; Sec IV #2, etc.).