# CONTRACT

# BETWEEN

# THE BOARD OF SCHOOL TRUSTEES

# OF THE

# MARION COMMUNITY SCHOOLS

# AND

# THE MARION TEACHERS ASSOCIATION

# 2025-2026

THIS MASTER CONTRACT ENTERED INTO THIS 11th DAY OF November, 2025 BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE MARION COMMUNITY SCHOOLS, HEREINAFTER CALLED THE "BOARD," AND THE MARION TEACHERS ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION."

## MARION COMMUNITY SCHOOLS

### Marion, Indiana

| BOARD NEGOTIATING TEAM | ASSOCIATION NEGOTIATING TEAM |
|---|---|
| Alan Beck – Chief Spokesperson | Stephanie Holcomb – Chief Spokesperson |
| Chuck Griffin, Board Member | Geoff Smith |
| Kyle Mealy, Chief Financial Officer | Sarah Jones |
| Stephanie Lockwood, Superintendent | Rhonda Johnson |
| April Evans, Human Resources Director | Jean Wright |

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# I. Recognition

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

1. All certificated employees, as defined in Public Law 217, in the Marion Community Schools, School Corporation, except for:

    a) Superintendent
    b) Curriculum Director and Title 1 Administrator
    c) Principals
    d) Assistant Principals for secondary schools
    e) Deans
    f) Human Resources Director
    g) Special Services Director
    h) Career Center Director / Adult Education Director
    i) Chief Financial Officer
    j) Assistant Chief Financial Officer
    k) Athletic Director
    l) Any person engaged at least fifty percent (50%) of the time in the supervision or administration of personnel
    m) Chief Technology Officer
    n) Director of Operations
    o) Assistant Director of Operations
    p) Food Service Coordinator
    q) Safety Director
    r) Transportation Director
    s) Director of Student and Family Services
    t) Director of Alternative Education
    u) Grants Manager
    v) Communications Director
    w) Special Programs Coordinator

2. This specifically includes teachers teaching in a non-traditional (non-classroom) setting.

# II. Definitions

A. **"Board"** means the Board of School Trustees of the Marion Community Schools and any person(s) authorized to act for said body in dealing with its employees.

B. **"School Corporation"** means the Marion Community Schools of the County of Grant of the State of Indiana.

C. **"Association"** means the school employee organization which has been certified or recognized as the exclusive representative of said certificated school employees, or the person(s) duly authorized to act on behalf of such representative.

D. **"Days"** as used in this contract shall mean calendar days unless otherwise specified.

# III. Board and Association Relationships

## A. Information

1. The Board shall make available on request to not more than three designated representatives of the Association information, statistics, and records which are relevant to negotiations and grievances, and which are not privileged or confidential.

2. Each bargaining unit member shall have access to an electronic copy of this agreement each time a new agreement has been bargained.

3. All new teachers shall be informed of this agreement and how to access it as well as complete insurance information the day of their hiring or during orientation. The Association president will be notified of all new teacher hires.

## B. Association Business

1. The President of the Marion Teachers Association or their designee together shall be allowed a total of fifty (50) days of Association leave per year for the purposes of conducting Association business and/or to attend to duties as an elected officer of the Indiana State Teachers Association, or elected official to the National Education Association, provided that the Association reimburses the Board an amount equivalent to the compensation of the substitute teacher(s). The Association shall advise the Board of individuals using such release time by following regular procedures for scheduling and reporting such time off. When possible, this notice shall be given at least one week in advance of the date for the release time, but in any event must be given at least by the day prior to the date of the requested leave.

2. The President of the Association will have release time of one-half (1/2) day each school day to conduct association business without loss of pay or benefits. This release time shall be scheduled during the second half of the school day. Every reasonable effort shall be made to assign the President to a one-half day assignment that is the same as their assignment the previous year. Upon the completion of the President's term/terms of office, they shall be assigned to the position they held prior to becoming President. If the original position does not exist, they shall be assigned to a substantially equivalent position in accordance with any seniority provision that may exist in any contract or policy.

# IV. Grievance Procedure

## A. Definition

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

## B. Informal Discussion / Conference

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

**C. Formal Procedure**

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

   Within seven (7) calendar days of receipt of the grievance, the principal or their designee shall meet with the Grievant and/or Association representative(s) in an effort to resolve the grievance.

   The principal shall indicate their disposition of the grievance in writing within seven (7) calendar days of such meeting and shall furnish a copy thereof to the President of the Association and Grievant.

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

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

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

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

4. If the Association, after consultation with the Grievant, is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to non-binding arbitration before an impartial arbitrator within thirty (30) calendar days. The procedure for submission shall be by completing the appropriate form demanding arbitration by the American Arbitration Association (A.A.A.) with a copy sent to the Superintendent. The arbitrator shall be selected by the American Arbitration Association in

accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall present his/her findings to the Association and the Board, which findings shall be presented to both parties for their deliberations and considerations.

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

**D. Miscellaneous**

1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of either party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Vacation days falling within the school term shall be excluded from the computation of the time limits (see Appendix B).

2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

3. If, in the judgment of the Association, a grievance affects a group of teachers, the Association may submit such grievance in writing to the Superintendent or their designee directly, and the processing of such grievance shall be commenced at Article IV.C.2 of the formal grievance procedure.

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

# V. Teacher Working Conditions

**A. General**

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

2. The Board will fund the cost of the Expanded Criminal History Check required for teachers every five years.

**B. Preparation and Planning Time**

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

<u>Number of students on "Teacher of Service" List</u> <u>Staff Involvement Time</u>

| | |
|---|---|
| 9 or less | one day |
| 10-18 students | one and one-half (1.5) days |
| each additional group of students up to 9 | one day |

**C. Teacher Protection**

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

# VI. Paid Leaves of Absence

**A. Personal Business**

1. Three (3) days during each contractual year of employment for the transaction of personal business and/or civic affairs shall be granted teachers upon request according to current procedures. Such days shall be without loss of compensation and no reason must be given other than "Personal Business."
2. At the end of each school year, unused personal business leave days shall be credited to cumulative sick leave.

**B. Bereavement**

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

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

2. Funeral Leave

   a) Each teacher shall be entitled to be absent, with pay, to attend a funeral or memorial service for a person outside of their “immediate family” as described in Article VI.B.1 a total of three (3) days per year.

   b) Funeral Leave days are not cumulative.

c) Teachers are not restricted from requesting additional unpaid leave days to be used to attend a funeral or memorial service for a person outside of their "immediate family" as described in Article VI.B.1.

3. An employee who experiences miscarriage, stillbirth, or pregnancy loss, or whose spouse/partner experiences such a loss, shall be granted up to five (5) bereavement leave days. These days need not be taken consecutively but must be used within ninety (90) days of the loss. Medical documentation verifying the pregnancy loss shall be required for the use of bereavement leave under this section. Pregnancy loss shall be considered equivalent to the death of an immediate family member for the purposes of this section.

**C. Professional**

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

**D. Jury Duty / Court Appearance**

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

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

**E. Illness**

1. A teacher shall be entitled to be absent from work on account of personal illness or quarantine or to care for an ill family member, defined as spouse, children, parents, parents of spouse, child of spouse, siblings, siblings of spouse, or other relatives living in the same household with the teacher for a total of ten (10) days the first year of employment and for a total of ten (10) days each year thereafter without loss of compensation.

   If in any one year the teacher is absent on account of illness for fewer than the number of days allowed, the remaining days will be accumulative to a total of 90 days. No teacher will be allowed to accrue illness leave in excess of 90 days.

   Any current year unused days up to 13 days at the end of the year can be paid out at $80 per day, can be accrued up to a total of 90 days, or a combination of paid out days and accrual. No unused illness days can be paid out if the teacher has not first accrued 50 illness days.

   All teachers must complete the Illness Pay Out / Accrual Form by the last teacher day of the school year. Payouts will be made no later than the first payday in July of the current school year. Any and all accumulative sick leave may not be used other than during active employment. The right to such accumulative sick leave shall be automatically waived by a teacher during a leave of absence granted said teacher for any reason whatsoever (with the exception of maternity leave); however, this accumulative sick leave shall be available upon return to regular service.

2. A teacher transferring to the Marion Community Schools from another Indiana school corporation may transfer their accumulated sick leave at the rate of three (3) days per year of teaching experience until the number of accumulated days to which said teacher was entitled in the last place of employment shall be exhausted.

**F. Sick Leave Bank**

1. A member of the bargaining unit shall be eligible to become a member of the Sick Leave Bank. The purpose of the Bank shall be to provide a teacher income protection in the event of illness or injury which exhausts said teacher's accumulated personal illness leave prior to Long Term Disability Insurance becoming effective.

2. The Bank shall be formed by the voluntary participation and voluntary donations of one (1) personal illness day by teachers who then become members of the Bank. All donated days lose their identity and become the property of the Sick Leave Bank.

3. New teachers may become members within thirty (30) contract days following the date of employment. Teachers who have been employed in the school corporation may join during the first thirty (30) days of any contract year by paying the equivalent number of days assessed to Bank participants during the same period to which the teacher has been employed within the bargaining unit of the school corporation. Teachers who have joined the Bank, withdrawn from the Bank, and subsequently rejoin the Bank will only be assessed for the days for the period(s) of lapse between memberships, at the same rate to which other Bank members were assessed.

4. When the Bank falls below fifty (50) days, an obligatory assessment of one (1) personal illness day shall be made on all current members of the Bank.

5. The Sick Leave Bank shall be administered by a committee composed of two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Association. The Sick Leave Bank committee will review all applications. The committee will grant, deny, or suspend grants of leave from the Bank. In the event of a tie, the final decision will be made by a physician jointly selected by the Association and the Board. The cost of the physician will be shared equally by the Board and Association. The decisions of the committee will be final. The Sick Leave Bank committee will choose a Sick Leave Bank committee member as chairperson for the term of the agreement.

6. Application for use of the Sick Leave Bank will be made to the chairperson of the committee responsible for administering the Bank. The application shall be accompanied by a statement from the attending physician describing the nature of the disability and expected date of return to work.

   A maximum of forty (40) bank days will be allowed for a teacher during the contract year.

   If the teacher continues in active employment, the teacher shall repay the Bank for days owed at the rate of three (3) days per year at the start of each school year. The teacher may repay additional day(s) at the end of the school year. The obligation to repay days shall be waived upon the teacher's severance from the corporation. Upon a teacher's retirement from the corporation, resignation from the corporation, or severance from the corporation, that teacher will relinquish up to ten (10) personal sick days to their balance owed to the Bank. If the aforementioned teacher has no personal sick days left, there is no obligation to pay.

Upon a teacher's reassignment within the corporation that takes said teacher out of the bargaining unit, the loan balance shall not be waived, and all paybacks will occur at the rate that is applied by Sick Leave Bank contract language. All other Sick Leave Bank privileges will cease during that time in which the aforementioned participant is out of the bargaining unit. A teacher may not owe the Bank more than forty (40) days.

7. Retirees upon their retirement may donate, upon their prerogative, up to five (5) days to the Sick Leave Bank. Active members may donate, upon their prerogative, up to five (5) days to the Bank.

8. A teacher may withdraw from the Bank at any time but may not withdraw donated days.

**G. Sabbatical**

1. Upon request, a one (1) year leave of absence shall be granted each school year to no more than two (2) teachers in the Marion Community Schools for study in an accredited institution of higher education subject to the following conditions:

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

   b) Proof of official acceptance in graduate school and an approved program leading to an advanced degree or a course of study approved by the Superintendent must accompany the application.

   c) An official transcript showing at least twenty-four (24) semester hours or thirty-six (36) quarter hours of approved graduate work must be submitted to the Superintendent upon expiration of a sabbatical leave.

2. Application

   a) Applications shall be made in writing to the Superintendent and state the purpose for which the sabbatical leave is requested.

   b) All applications for sabbatical leave must be submitted to the Superintendent on or before February 1 for leave beginning the following school year.

   c) At the discretion of the Superintendent, shorter notice may be acceptable depending upon the nature of the opportunity or emergency arising.

3. Eligibility and Approval

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

   b) Any certificated teacher may be eligible for sabbatical leave provided they agree and are eligible to fulfill the two (2) year service requirement in the Marion Community Schools immediately following the conclusion of the sabbatical leave.

4. Term, Compensation, and Insurance

    a) A sabbatical leave not to exceed one (1) school year will be granted for a specific time period beginning with the first day of the school year.

    b) The following financial plan has been developed for sabbatical leaves:

        (1) The teacher, when accepting a sabbatical leave, shall sign a written agreement pledging their immediate return to the Marion Community Schools for employment of not less than two (2) full years. Failure to comply with such agreement will result in loss of all compensation for the leave, and the teacher shall repay this compensation.

        (2) Teachers on sabbatical leave for one (1) year shall upon their return to the system be placed on the compensation model as though they had been teaching in the school system the previous year.

        (3) These financial benefits shall be waived if the teacher has not maintained at least a "B" average in their course work.

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

    d) Acceptance of fellowships, grants, scholarships, or like sources of supplemental income is permissible so long as it does not impede fulfillment of the purposes for which the sabbatical leave is granted.

    e) In returning from sabbatical leave, a teacher will be assigned to their former or comparable position. If the original position does not exist, the teacher shall be assigned to a substantially equivalent position in accordance with the contract or policy.

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

# VII. Unpaid Leave

## A. Maternity/Paternity Leave

1. A teacher who is pregnant and who desires a maternity/paternity leave shall notify the Superintendent in writing of their desire to take such leave and, except in cases of medical emergency, shall give notice at least thirty (30) days prior to the date of which their leave is to begin. This notice shall include the expected length of leave and a physician's statement certifying pregnancy or a copy of the birth certificate of the newborn, whichever is applicable.

2. All or any portion of a leave taken by a teacher because of a temporary disability caused by pregnancy, may, at the teacher's option, be charged to the teacher's available sick leave.

# VIII. Professional Compensation

## A. Salary Guideline

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

## B. Payment

1. Basic salaries for teachers shall be paid at the teacher's option in one of the following ways:

    a) Twenty-six (26) equal payments; or

    b) Twenty-one (21) equal payments.

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

## C. Professional Hourly Rate and Mileage

1. The professional hourly rate for a teacher shall be defined as one-sixth (1/6) of the basic salary divided by the number of contracted teacher days.

2. If counselors are required to work additional days outside the regular school year, they shall be paid at their professional daily rate.

# IX. Insurance

## A. Health Insurance

1. Teachers will be eligible to participate in the group health insurance plan options, as applicable, that are currently being offered.

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

| January 2026 plan name | January 2026 employee cost | HSA contribution by MCS |
|---|---|---|
| | AMOUNTS NOT AVAILABLE AT THIS TIME | |

NOTE: Any premium increases for 2026 will be shared equally between the Board and the plan participant.

3. The corporation will make annual contributions to the health savings accounts of participating teachers in the amounts communicated when benefits information becomes available.One half of the Health Savings Account contribution will be deposited two times per year. The first half of the annual Health Savings Account contribution will be deposited in January. Teachers employed for the following school year will receive the second half of the annual Health Savings Account in September of the following school year. Employees who become eligible for insurance after August 1 will be eligible for one half of the annual Health Savings Account contribution at the time insurance becomes effective.

4. The corporation will select the financial institution that will be used to account for any HSA contributions made by the corporation and any contributions that are withheld on behalf of individual teachers.

**B. Other Insurance**

1. The plan participant will pay twenty (20) percent of the dental plan. The Board will pay eighty (80) percent of the premium for the dental plan up to:

    a) Family Plan: $93.00 per month

    b) Single Plan: $27.00 per month

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

2. The plan participant will pay twenty (20) percent of the vision plan. The Board will pay eighty (80) percent of the premium for the vision plan up to:

    a) Family Plan: $20.00 per month

    b) Single Plan: $8.00 per month

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

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

4. The Board shall provide a long term disability insurance program with a monthly benefit equal to sixty (60) percent of the teacher's regular salary and shall pay all premiums except for 96 cents per year, which shall be paid by the teacher.

5. The Board shall provide a $500,000 liability policy for all teachers.

6. New teachers desiring to enroll in any insurance program must do so as required by the insurance policy in effect. Teachers currently employed may enroll and/or make application to change existing coverage as permitted by the insurance policy in effect.

## C. Enrollment

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

## D. Part-Time Teachers

1. Any fringe benefits required by this contract shall be reduced for a member as defined in Article I.A who is regularly employed less than seven and one half (7 ½) hours a day, inclusive of lunch, in relation to the number of hours worked, exclusive of lunch, based on N/6 (N=teacher hours worked) of the granted benefit, provided that in the case of insurance benefits, if an insurance carrier will not accept coverage under the group policy for a teacher employed less than 7 ½ hours a day, the Board will have no obligation to that teacher with respect to that fringe benefit.

# X. Non-Insurance Benefits

## A. General

1. The Board agrees to provide a Section 125 Plan.

2. Teachers may enroll in annuity plans (traditional or Roth are permitted) in accordance with the Marion Community School's 403(b) plan in Article X.B below. Enrollment must be made:

    a) within 30 days of the first day of the school year

    *or*

    b) within 30 days of the teacher's date of hire, whichever is later.

    A teacher may also enroll or make changes in their individual plan within 30 days after the MCS Board of School Trustees ratifies a new contract (in the year of ratification only). Other changes, except for cancellation, may only be made annually within the first 30 days of a new school year.

3. The following payroll deductions are available to teachers:

    a) Health and life insurance
    b) Income protection insurance
    c) Teacher credit union
    d) Teacher annuity plan contribution
    e) Annuities (traditional or Roth)
    f) Long term disability insurance
    g) United Way donation
    h) YMCA membership
    i) Marion High School Alumni Association donation

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

**B. 403(b) Plan**

1. The Board shall provide each teacher the opportunity to enroll in a 403(b) annuity plan (either traditional or Roth determined by the teacher at enrollment).

2. Each teacher who enrolls in an eligible 403(b) annuity plan may invest in the plan up to the maximum allowable under federal law. For teachers who enroll in an eligible 403(b) plan, the Board shall match such teacher contributions on a dollar for dollar basis up to the following percentage of the given teacher's salary:

   a) The Board will match up to a maximum of three (3) percent of the teacher's salary for the years covered by this contract.

   b) Board contributions (the corporation match) will begin on a payroll date no later than two (2) weeks after documentation of enrollment and a Payroll Deduction Agreement is received in the MCS Business Office.

3. The employer shall deposit employer contributions for each teacher into an individual account for the given teacher in a tax-deferred annuity program. Such deposits will be made in bi-weekly payments, no later than five (5) business days after the teacher's individual contribution has been paid.

4. A teacher shall be fully vested in the "employer" account upon completion of two (2) years of service with the Marion Community Schools, such service coming before and/or after this 403(b) tax-deferred annuity program takes effect.

5. Once a teacher is vested, all assets of the accounts become the property of the teacher and, in the event of said teacher's death, of the teacher's designated beneficiaries or estate.

6. The Board agrees to hire a third party administrator (TPA) to administer the 403(b) accounts and agrees to pay any initial setup fee. Maintenance/service fees will be charged to each 403(b) account holder if they are not paid by the vendor.

# XI. Retirement Benefit

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

**A. Retirement Eligibility**

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

1. The teacher must be eligible and must apply for retirement with the Indiana Public Retirement System.

2. The teacher must have completed fifteen (15) years of service with the Marion Community Schools prior to June 30 of the year of retirement from the Marion Community Schools to receive the retirement benefits. Sabbatical leaves shall be credited as one (1) year of service.

3. The teacher must notify the school corporation in writing or email of his/her intent to claim the retirement benefit.

## B. Severance Pay

1. A minimum of ten (10) years of employment in the Marion Community Schools is required in order to qualify for severance pay. These are years of teaching experience as a regular teacher under a full-time contract. Substitute or part-time teaching does not apply.

2. The severance benefit shall be as follows, up to two hundred dollars ($200.00) per year of teaching or administrative experience in the Marion Community Schools

    a) 120 or more days shall equal one year ($200.00)

    b) 60 to 119 days shall equal a half-year ($100.00).

   Additionally, employees who qualify for severance pay shall be paid the sum of twenty dollars ($20.00) per day of accumulated personal illness leave with a maximum limit of ninety (90) days.

   In no case shall the total severance pay of a teacher exceed one-half (1/2) of the last year's basic salary (exclusive of any premium pay) as per compensation model for a classroom teacher.

3. To qualify for severance pay, all certificated employees shall notify the Superintendent in writing of intent to retire by April 1 of the last full year of employment. Exceptions to this deadline shall be granted by the Superintendent in cases of unusual or unforeseen circumstances.

4. The employee is not eligible for severance pay unless he/she is eligible and applies for retirement with the Indiana Public Retirement System.

5. No employee under fifty (50) years of age as of June 30 of the year of retirement is eligible for this severance benefit.

6. Years of military service will be credited as years of employment only if taken during years with the Marion Community Schools.

7. Upon the death of an employee who was eligible for severance pay, said severance pay, including payment for accumulated personal illness days, shall be paid directly in one lump sum to the decedent's designated beneficiary.

## C. Group Health Insurance

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

1. While the retired teacher, spouse, children, and IRS dependent if any, remain enrolled in the health insurance plan, the retired teacher shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.

2. Upon retirement the teacher has provided a written request to the School Corporation for continuing insurance coverage for the teacher, spouse, children, and IRS dependent if any.

3. When a retired teacher, spouse, or IRS dependent first becomes eligible for Medicare, the teacher's, spouse's, or IRS dependent's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, I.C. 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

4. Retired teachers paying health/dental/vision insurance will pay premiums through the Corporation Business Office. Plan participants who choose may have their premiums paid out of their VEBA (voluntary employees' beneficiary association) account.

# XII. Buy Out of Retirement Benefits

## A. Entitlement to Retirement Benefits and Vesting Requirements

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

1. The retiring teacher has reached the age of fifty (50); and

2. Immediately prior to retirement, the teacher must have completed, by June 30 of the year of retirement, not less than fifteen (15) full years of service as a professional educator with the Corporation; and

3. The retiring teacher must meet the eligibility requirements of the Indiana Public Retirement System; and

4. Any teacher who dies who would have otherwise been vested shall be deemed vested in the respective benefit for which decedent is qualified.

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

1. It is assumed that an employee terminates employment at the end of the school year in which the employee attains age fifty-nine (59) or at the end of the current year if the individual is already age fifty-nine (59) or older. If an employee continues employment after the attainment of age fifty-nine (59), the employee does continue to receive all ongoing Board contributions to the 401(a) and the employee does continue to share in any future forfeitures.

2. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.

**C. Buy Out Contribution**

1. 401(a) Plan: The school corporation established a qualified retirement plan as described in section 401(a) of the Code. The 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

    a) The amount contributed for each employee will be invested in a separate account. There will be no commingling of accounts, and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.

    b) Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate 401(a) plan account.

    c) If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's 401(a) plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) plan accounts of the following employees will not share in the reallocation of a forfeiture of a 401(a) plan account:

        (1) Employees who forfeited their 401(a) plan accounts in the same year.

        (2) Employees who previously forfeited their 401(a) plan accounts.

        (3) Employees who have attained age of fifty-nine (59) and terminated employment in or before the year of the reallocated forfeiture.

    d) Furthermore, 401(a) plan accounts of employees who have attained the age of fifty-nine (59), but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis. Following retirement and the satisfaction of the requirements set forth in this Article, a retired employee may elect to commence distributions from his 401(a) plan account. If an employee dies after having satisfied the requirements of this Article, the decedent's 401(a) plan account shall be distributable to the decedent's designated beneficiary or to the decedent's estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) plan account.

    e) The school corporation shall not be paid any compensation for its services performed on behalf of the 401(a) plan. All costs incurred in the administration of the 401(a) plan and investment fees shall be paid from the 401(a) plan assets.

# XIII. Effect of Agreement

A. Should any Article, Section, or Clause of this Agreement be declared illegal by a Court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for duration of the Agreement, if not affected by the deleted Article, Section, or Clause.

B. The Agreements in this Contract shall supersede any rules, regulations, or practices of the Board which are contrary to, or inconsistent with, the terms recorded herein.

C. This Agreement shall supersede any rules, regulation, or practices of the Board which shall be contrary or inconsistent with terms contained in any individual teacher contracts heretofore in effect.

D. Any individual contract between the Board and any individual teacher who is a member of the unit represented by the Association (as set forth in this Agreement) shall be expressly subject to the terms and conditions of this Agreement.

E. The Board and Association agree that they shall not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair employment practice.

F. This Agreement supersedes and cancels the prior contract between the Marion Teachers Association and the Board of School Trustees of the Marion Community Schools. During the term of this Agreement the parties agree that the Contract shall not be amended unless it is done with the written consent of the Board and the Association.

# XIV. Term of Agreement and Attestation of Public Input

This contract shall become effective July 1, 2025 and continue in effect until June 30, 2026.

This contract is made and entered into in Marion, Indiana, on this 11th day of November 2025, by and between the Board of School Trustees of the Marion Community Schools, County of Grant, State of Indiana, party of the first part, heretofore referred to as the "Board" and the Marion Teachers Association, party of the second part, heretofore referred to as the "Association."

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

| | |
|---|---|
| **Board of School Trustees** | **Marion Teachers Association** |
| BeDona Salomo | Stephanie Holcomb |
| President | President |
| ____________________ | ____________________ |

Secretary

Secretary

The parties whose signatures appear below further attest to the following:

- A public hearing was held in compliance with IC 20-29-6-1(b) on,September 9, 2025 and electronic participation from the parties and/or public was not permitted; and
- A public meeting in compliance with IC 20-29-6-19 was held on October 28, 2025, to discuss the tentative agreement and electronic participation from the parties and/or public was not permitted.

**Board of School Trustees**

President

Secretary
1st Vice-President

**Marion Teachers Association**

President

Secretary

# Appendix A

**Marion Community Schools**
**2025-2026 Compensation Model**

### Salary Range

For the 2025-2026 school year the salary range for teachers returning to Marion Community Schools is $47,884 to $82,553. The salary range for teachers new to Marion Community Schools is $47,393 to $74,147. The Superintendent will consider years of teaching experience and degree earned when making a salary recommendation to the board. The Superintendent and Board of Trustees may, at their discretion, place teachers in high need/difficult to fill positions at any level within the guideline for teachers new to Marion Community Schools.

### General Eligibility

To be eligible for a salary increase in the current year a teacher must satisfy both criteria:

1. Evaluation: Must not have been rated "ineffective" or "improvement necessary" in the prior school year; and

2. Experience: Must have been employed by the MCS for at least 120 days in the prior school year

### Distribution Added to Base Salary

1. No increase to base salaries for the 2025-2026 school year.

### Redistribution

Based on anticipated evaluation results, the parties believe all funds will be distributed and no redistribution will be necessary. However, in the event there are funds otherwise allocated for teachers rated "ineffective" or "improvement necessary", those funds will be equally redistributed to all teachers rated "effective" or "highly effective", and paid as a stipend on the last pay of the school year.

# Appendix B

## Addendum Contracts

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

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

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

Assignment of instructional and non-instructional duties, including scheduling of preparation or unassigned periods, shall be determined by the school employer in accordance with applicable laws

| Position | Amount |
|---|---|
| **Elementary Schools** | |
| Robotics Coach – Elementary | $1,323 |
| **Intermediate School / Junior High School** | |
| Athletic Coordinator - Intermediate | $2,976 |
| Athletic Coordinator - Junior High | $2,976 |
| Band Director - Intermediate | $1,654 |
| Band Director - Junior High | $1,654 |
| Baseball Head Coach - Junior High | $1,654 |
| Basketball Coach - 5th Grade Boys | $1,323 |
| Basketball Coach - 5th Grade Girls | $1,323 |
| Basketball Coach - 6th Grade Boys | $1,323 |
| Basketball Coach - 6th Grade Girls | $1,323 |
| Basketball Coach - 7th Grade Boys (1) | $2,646 |
| Basketball Coach - 7th Grade Girls (1) | $2,646 |
| Basketball Coach - 8th Grade Boys (1) | $2,646 |
| Basketball Coach - 8th Grade Girls (1) | $2,646 |
| Cheerleading Coach - 7th Grade | $1,984 |
| Cheerleading Coach - 8th Grade | $1,984 |

| | |
|---|---|
| Choral Director - Intermediate | $1,654 |
| Choral Director - Junior High | $1,654 |
| Cross Country Coach - 7th Grade | $1,654 |
| Cross Country Coach - 8th Grade | $1,654 |
| E-gaming / E-sports Coach - Junior High | $1,323 |
| Football Head Coach - 7th Grade | $2,977 |
| Football Assistant Coach - 7th Grade | $2,646 |
| Football Head Coach - 8th Grade | $2,977 |
| Football Assistant Coach - 8th Grade | $2,646 |
| Golf Coach - 7th / 8th Grade | $1,654 |
| Intramural / Club Coach | $700 |
| Music Contest Accompanist | $1,323 |
| Robotics Coach - Intermediate | $1,323 |
| Robotics Coach - Junior High | $1,323 |
| Softball Head Coach - Junior High | $1,654 |
| Soccer Head Coach - Junior High Boys | $1,654 |
| Soccer Head Coach - Junior High Girls | $1,654 |
| Spell Bowl Coach - Junior High | $1,016 |
| Student Government Sponsor - Intermediate | $1,984 |
| Student Government Sponsor - Junior High | $1,984 |
| Swimming Coach - Junior High Boys | $1,654 |
| Swimming Coach - Junior High Girls | $1,654 |
| Tennis Coach - 7th / 8th Grade | $1,654 |
| Track Coach - 6th Grade Boys | $1,654 |
| Track Coach - 6th Grade Girls | $1,654 |
| Track Coach - 7th Grade Boys | $1,654 |
| Track Coach - 7th Grade Girls | $1,654 |
| Track Coach - 8th Grade Boys | $1,654 |
| Track Coach - 8th Grade Girls | $1,654 |

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|---|---|
| Volleyball Coach - 5th Grade | $1,654 |
| Volleyball Coach - 6th Grade | $1,654 |
| Volleyball Coach - 7th Grade | $1,654 |
| Volleyball Coach - 8th Grade | $1,654 |
| Wrestling Coach - 7th Grade | $1,654 |
| Wrestling Coach - 8th Grade | $1,654 |
| Yearbook Sponsor | $1,323 |
| **High School** | |
| Academic Giants Coordinator | $2,977 |
| Academic Quiz Bowl (3) | $1,016 |
| Academic Super Bowl Sponsor - English | $1,016 |
| Academic Super Bowl Sponsor - Fine Arts | $1,016 |
| Academic Super Bowl Sponsor - Math | $1,016 |
| Academic Super Bowl Sponsor - Science | $1,016 |
| Academic Super Bowl Sponsor - Social Studies | $1,016 |
| Art Coordinator | $2,316 |
| Band Director | $6,200 |
| Banquet Coordinator | $1,500 |
| Baseball Coach - Varsity | $4,629 |
| Baseball Coach - Reserve (2) | $3,141 |
| Baseball Head Coach - Freshman | $3,141 |
| Basketball Head Coach - Varsity Girls | $9,920 |
| Basketball Assistant Coach - Varsity Girls (2) | $4,629 |
| Basketball Coach - Freshman Girls (2) | $3,141 |
| Basketball Head Coach - Varsity Boys | $9,920 |
| Basketball Assistant Coach - Varsity Boys (2) | $4,629 |
| Basketball Coach - Freshman Boys (2) | $3,141 |
| Black History Club Sponsor | $3,968 |
| Cheerleading Coach - Varsity | $4,629 |

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|---|---|
| Cheerleading Assistant Coach | $3,141 |
| Choral Director | $4,629 |
| Choral Assistant Director | $1,654 |
| Class Sponsor - Freshman | $1,016 |
| Class Sponsor - Sophomore | $1,016 |
| Class Sponsor - Junior (2) | $1,323 |
| Class Sponsor - Senior (2) | $1,323 |
| Cross Country Head Coach - Varsity | $4,629 |
| Cross Country Assistant Coach | $3,141 |
| Department Chair (one for each of the following: Counseling, English, Science, Math, Fine Arts, Social Studies, Special Education, GRCC) | $2,976 |
| Diving Coach | $4,629 |
| Drama Club Sponsor | $2,977 |
| Drama Club Assistant Sponsor | $1,984 |
| E-gaming / E-sports Director | $6,200 |
| E-gaming / E-sports Assistant Coach | $3,141 |
| Football Head Coach - Varsity | $9,920 |
| Football Assistant Coach - Varsity (6) | $4,629 |
| Football Coach - Freshman (3) | $3,141 |
| Golf Head Coach - Boys | $4,629 |
| Golf Assistant Coach - Boys | $3,141 |
| Golf Head Coach - Girls | $4,629 |
| Golf Assistant Coach - Girls | $3,141 |
| Green Society Sponsor | $1,016 |
| M-Club Sponsor | $1,016 |
| Marching Giants Auxiliary Directory | $3,200 |
| Marching Giants Staff (3) | $3,200 |
| Mu Alpha Theta Sponsor National Mathematics Honor Society Sponsor | $1,016 |
| National Art Honor Society Sponsor | $1,016 |

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|---|---|
| National Honor Society Sponsor | $1,016 |
| Show Choir Choreographer | $2,646 |
| Planetarium Director | $1,016 |
| Robotics Coach | $1,323 |
| Science National Honor Society Sponsor | $1,016 |
| Soccer Head Coach - Varsity Boys | $4,629 |
| Soccer Assistant Coach - Boys | $3,141 |
| Soccer Head Coach - Varsity Girls | $4,629 |
| Soccer Assistant Coach - Girls | $3,141 |
| Softball Head Coach - Varsity | $4,629 |
| Softball Assistant Coach | $3,141 |
| Softball Coach - Reserve (2) | $3,141 |
| Spanish National Honor Society (Sociedad Honoraria Hispanica) Sponsor | $1,016 |
| Student Government Sponsor | $2,977 |
| Summer Band Director | $1,972 |
| Swimming Head Coach - Varsity Boys | $4,629 |
| Swimming Assistant Coach - Boys | $3,141 |
| Swimming Head Coach - Varsity Girls | $4,629 |
| Swimming Assistant Coach - Girls | $3,141 |
| Team MHS Dance Sponsor | $2,481 |
| Tennis Head Coach - Varsity Boys | $4,629 |
| Tennis Assistant Coach - Varsity Boys | $3,141 |
| Tennis Head Coach - Varsity Girls | $4,629 |
| Tennis Assistant Coach - Varsity Girls | $3,141 |
| Track Head Coach - Varsity Boys | $4,629 |
| Track Assistant Coach - Boys (2) | $3,141 |
| Track Head Coach - Varsity Girls | $4,629 |
| Track Assistant Coach - Girls (2) | $3,141 |
| Volleyball Head Coach - Varsity | $4,629 |

| | |
|---|---|
| Volleyball Assistant Coach (2) | $3,141 |
| Volleyball Coach - Freshman | $3,141 |
| Wrestling Head Coach - Boys | $4,629 |
| Wrestling Assistant Coach - Boys | $3,141 |
| Wrestling Head Coach - Girls | $4,629 |
| Wrestling Assistant Coach - Girls | $3,141 |
| Yearbook Sponsor | $4,629 |
| Young Entrepreneur Club Sponsor | $1,016 |
| **Grant Regional Career Center** | |
| Business Professionals of America (BPA) Sponsor | $1,016 |
| CNA Director | $1,016 |
| Health Occupational Students of America (HOSA) Sponsor | $1,016 |
| Skills USA (formerly VICA) Sponsor | $1,016 |
| Technology Coordinator | $2,977 |
| **District** | |
| Doctorate - Teacher | $1,654 |
| High Demand Teaching<br><br>Coverage for absent teacher:<br>Grades P-4<br>Grades 5-12<br>Forfeit prep period to teach a course | <br><br><br>$25 half day / $50 full day<br>$25 for prep period<br>Professional rate |
| Master's Degree - Student Need<br><br>1-9 years experience<br>10-19 years experience<br>20-plus years experience | <br><br>$3,000<br>$5,000<br>$8,000 |
| Media Specialist | $1,654 |
| Psychologist I Premium | $1,654 |
| Special Education Premium (1) | $828 |
| Summer School | Professional rate |
| Home Bound Teacher | Professional rate |
| Tutoring | Professional rate |

| | |
|---|---|
| Curriculum writing - hourly rate | $30 |
| Security stipend | $10 / day |
| Speech Language Pathologist - ASHA dues | $298 |