

AGREEMENT

between the

BOARD OF SCHOOL TRUSTEES

of the

MERRILLVILLE COMMUNITY SCHOOL CORPORATION

and the

MERRILLVILLE CLASSROOM TEACHERS ASSOCIATION

an affiliate of

National Education Association

Indiana State Teachers Association

July 1, 2022 – June 30, 2023

Article 6 - Short-Term Paid Leave

- 6.8 *Bereavement* - In each case of death in the immediate family, a teacher shall be allowed a maximum of seven (7) consecutive calendar days without loss of pay. This leave may commence, at the discretion of the teacher, on the day of the death or the day after the death. Request may be made by the teacher for a variance of the starting day and may be granted at the discretion of the Superintendent.

The immediate family for this purpose shall include spouse, parent, stepparent, child, stepchild, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any person who has an established and recognized home in the home of the teacher. Any other relationship must be approved by the Superintendent or his designee.

In a case where a teacher experiences a stillbirth, the teacher shall be allowed a maximum of seven (7) consecutive calendar days without loss of pay. This leave may commence, at the discretion of the teacher, on the day of the stillbirth or the day after the stillbirth. Request may be made by the teacher for a variance of the starting day and may be granted at the discretion of the Superintendent.

In each case of death of a sister-in-law or brother-in-law a maximum of two (2) consecutive school days' leave of absence shall be allowed.

In the case of delayed internment, the employee shall be paid up to two (2) additional days.

At the discretion of the Superintendent or his designee, a teacher may be allowed up to one day ~~to attend the funeral of~~ **for** a person such as an uncle, aunt or grandparent-in-law. A second day may be granted ~~in the event the funeral for which~~ **when** such leave is granted **to travel takes place** more than two hundred fifty (250) miles from Merrillville.

- 6.10 *Professional Leave* - Professional leave with pay may be granted to teachers by the Board upon the recommendation of the Superintendent. A building principal may recommend that more than one (1) member of the building staff may attend a conference subject to the provisions of this section.

Professional leave is defined as leave to participate in conventions, conferences, workshops, and school visitations, attendance at which will contribute to the improvement of the Merrillville Community School Corporation's instructional program.

Applications for professional leave must be submitted to the building principal. The request shall have the recommendation of the principal and be sent to the Superintendent for his recommendation.

Applications for professional leave should be submitted thirty (30) days in advance if possible.

Teachers requesting professional leave would normally be expected to be a member of the professional organization which is sponsoring the conference, convention or workshop.

A report on the conference, convention, workshop or school visitation attended shall, upon request, be submitted to interested persons.

The Board agrees to reimburse teachers who have been granted professional leave according to the following schedule:

- a. Food - up to \$25.00 per day (overnight conferences only)
- b. Lodging - up to \$150.00 per day for single occupancy.
Lodging – up to \$200.00 per day for double occupancy**
- c. Mileage - at the rate designated by the U.S. Internal Revenue Service. When travel is beyond a 300 mile radius, reimbursement will be paid at the rate of air coach fare, including tax. The mileage rate will be paid only for the number of cars that, in the judgment of the Superintendent, are necessary. Mileage shall be calculated from the Administration Center.
- d. Claims must be submitted on forms prescribed by the State Board of Accounts (available in the Superintendent's office). Receipts for food, lodging and travel (plane and train tickets) must be attached to the Claim form.
- e. Lodging will not be paid within a radius of one hundred (100) miles.
- f. Registration fee for the approved conference will be paid.

Expenses incurred at athletic clinics may be reimbursed from the athletic fund at rates less than those in this schedule.

Article 8 - Department Chairpersons and Team Leaders

8.1 Department chairpersons shall be appointed by the Superintendent upon the recommendation of the building principal. They shall have at least two (2) years teaching experience in the Merrillville Community School Corporation. This provision was not bargained and has been included for informational purposes only. Compensation for department chairpersons shall be figured on the Base Salary stated in Appendix D Extra Duties and Responsibilities Pay Schedule. The following percentages will apply:

Department	Senior High	Middle School
English	.20	.10
Business	.08	----
Art	.05	.04
World Language	.08	----
Family & Consumer Science	.06	----
Industrial Arts	.09	.05
Mathematics	.18	.10
Medical Service/Public Safety	.09	----
Music	.06	.04
Physical Education	.09	.04
Science	.14	.06
Social Studies	.10	.06
Guidance	.10	----

Department	Intermediate School
5 th Grade Math/Science	.04
5 th Grade English/Social Studies	.04
6 th Grade Math	.04
6 th Grade English	.04
6 th Grade Science/Social Studies	.04
5 th /6 th Grade Specials	.04

Article 11 - Insurance

11.1 [Effective January 1, 2022], the Board shall provide \$7,217.09 annually toward the cost of a single membership in the PPO, major medical, dental plan and vision plan for any teacher choosing the single plan. The Board shall provide \$19,654.71 annually toward the cost of a family membership in the PPO, major medical, dental plan and vision plan for any teacher choosing a family plan. A teacher choosing a single membership in the PPO, major medical, dental plan and vision plan shall contribute \$2,306.56 annually toward the cost of the single plan. A teacher choosing a family membership in the PPO, major medical, dental plan and vision plan shall contribute 6,858.33 annually toward the cost of the family plan.

[Effective January 1, 2023], the Board shall provide **\$8,319.53** annually toward the cost of a single membership in the PPO, major medical, dental plan and vision plan for any teacher choosing the single plan. The Board shall provide **\$22,526.73** annually toward the cost of a family membership in the PPO, major medical, dental plan and vision plan for any teacher choosing a family plan. A teacher choosing a single membership in the PPO, major medical, dental plan and vision plan shall contribute **\$2,672.50** annually toward the cost of the single plan. A teacher choosing a family membership in the PPO, major medical, dental plan and vision plan shall contribute **7,586.41** annually toward the cost of the family plan.

Teachers with a first day of employment with the Merrillville Community School Corporation on or before July 1, 2022 shall be grandfather and shall be eligible to choose a membership in the PPO, major medical plan. Teachers with a first day of employment with the Merrillville Community School Corporation after July 1, 2022, shall be eligible to choose membership in the high deductible health plan only.

Effective January 1, 2014, the teacher contributions to the above single and family plans shall be increased by \$900.00 annually if the employee or spouse is a tobacco user.

Effective January 1, 2021, a teacher enrolled in the Traditional PPO family plan will be assessed a Spousal Surcharge of \$150.00 per month (\$90 per payroll based on 20 pays) for a teacher's enrolled spouse if he/she is eligible, but not currently enrolled, for medical coverage through his/her own employer which is deemed to meet the Affordable Care Act's essential benefits and minimum value requirements.

Spouse is defined as an individual who is recognized as a legal husband or legal wife of a teacher under the Family and Medical Leave Act and who is covered by the Plan.

Open enrollment each year, beginning with January 1st of the new year, will be held the proceeding fall, approximately October and November. The parties met and decided to assess a \$900.00 surcharge to those employees who did not meet the enrollment deadline and who want to enroll for the insurance coverage after the established deadline.

Effective January 1, 2021, in the event that a husband and wife are both eligible for the Board's contribution toward an insurance plan the husband and wife choosing a family membership in the Traditional PPO group hospitalization, major medical and dental plan

shall contribute \$2,000.00 annually toward the cost of the family plan or \$1000.00 annually toward the cost of a single plan.

Effective January 1, 2021, in the event that a husband and wife are both eligible for the Board's contribution toward an insurance plan the husband and wife choosing a family membership in the high deductible group hospitalization, major medical and dental plan shall contribute \$1,000.00 annually toward the cost of the family plan or \$500.00 annually toward the cost of a single plan.

For the years following 2021, the parties agree that the language negotiated by the parties governing health insurance to be in effect shall be in compliance with the statutes in effect at that time.

The Board shall provide for any eligible employee not participating in the School Corporation hospitalization, major medical plan who chooses to participate in the School Corporation dental plan, **\$369.02** toward the annual cost for the eligible employee's participation in the single dental plan or **\$928.30** toward the annual cost for the eligible employee's participation in the family dental plan.

The Board shall provide for any eligible employee not participating in the School Corporation hospitalization, major medical plan who chooses to participate in the School Corporation vision plan, **\$79.48** toward the annual cost for the eligible employee's participation in the single vision plan or **\$173.45** toward the annual cost for the eligible employee's participation in the family vision plan.

A teacher who teaches less than a full day shall receive a pro-rated share of the Board's contribution toward the group hospitalization, major medical and dental plan based upon the pro-rated number of hours worked.

11.2 The Board shall provide \$4,722.47 annually toward the cost of a single membership in the high deductible health plan for all teachers choosing the single plan. The Board shall provide \$13,799.64 annually toward the cost of a family membership in the high deductible health plan for all teachers choosing the family plan. A teacher choosing a single membership in the high deductible health plan shall contribute \$1,568.49 annually toward the cost of the single plan. A teacher choosing a family membership in the high deductible health plan shall contribute \$4,301.53 annually toward the cost of the family plan.

[Effective January 1, 2023] The Board shall provide **\$4,547.82** annually toward the cost of a single membership in the high deductible health plan, major medical, dental plan and vision plan. The Board shall provide **\$13,367.32** annually toward the cost of a family membership in the high deductible health plan, major medical, dental plan and vision plan. A teacher choosing a single membership in the high deductible health plan, major medical, dental plan and vision plan shall contribute **\$1,631.82** annually toward the cost of the single plan. A teacher choosing a family membership in the high deductible health plan, major medical, dental plan and vision plan shall contribute **\$4,506.79** annually toward the cost of the family plan.

Effective January 1, 2014, the teacher contributions to the above single and family plans shall be increased by \$900.00 annually if the employee or spouse is a tobacco user.

The Board shall make an annual contribution of \$1,200.00 into the Health Savings Account (HSA) on behalf of any teacher electing to participate in the Single High Deductible Health Plan. The Board shall make an annual contribution of \$2,400.00 into the Health Savings Account (HSA) on behalf of any teacher electing to participate in the Family High Deductible Health Plan.

The annual contributions to the Health Savings Accounts (HSA) shall be made as a six (6) month contribution in January, to include the January-June contributions. Monthly contributions will resume July-December. An employee that is hired during the year shall receive a pro-rated portion of the initial Health Savings Account contributions.

A teacher who teaches less than a full day shall receive a pro-rated share of the Board's contribution to the Health Savings Account (HSA) based upon the pro-rated number of hours worked.

Article 12 - Professional Compensation

- 12.3 Teachers who are certified by the National Board for Professional Teaching Standards will be eligible for a stipend in the amount of one thousand dollars (\$1,000.00). These stipends will be paid during term of the current Agreement. (July 1, 2022 – June 30, 2023) This stipend was bargained outside of the compensation model in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.
- 12.4 Extra pay for additional services shall be as set forth in Appendix D which is attached to, and incorporated in, this Agreement.

[Effective the 2022-2023 school year] Appendix D positions shall be paid in twenty-six (26) payments during the year.

Article 14 - Term of Agreement

- 14.1 This Agreement shall be effective as of July 1, 2022, and shall continue in effect through June 30, 2023. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by written agreement of the parties.
- 14.2 This Agreement was made and entered into at Merrillville, Indiana, on this ___ day of _____, 2022, by and between the Board of School Trustees of the Merrillville Community School Corporation, Lake County, Indiana, party of the first part heretofore referred to as the “Board”, and the Merrillville Classroom Teachers Association, party of the second part, heretofore referred to as the “Association”, which is affiliated with the Indiana State Teachers Association and the National Education Association.
- 14.3 A public hearing was held on September 9, 2022, in compliance with IC 20-29-6-1(b), and electronic participation from the parties and/or public was not permitted; and

A public hearing was held on November __, 2022, in compliance with IC 20-29-6-19 to discuss the tentative agreement and electronic participation for the governing body was permitted and electronic participation for the public was not permitted.
- 14.4 This agreement is so attested to by the parties whose Presidents’, Secretaries’, and Board Members’ signatures appear below.

MERRILLVILLE CLASSROOM
TEACHERS ASSOCIATION

BOARD OF SCHOOL TRUSTEES
OF THE MERRILLVILLE COMMUNITY
SCHOOL CORPORATION

By _____
President

Vice President

Secretary

Treasurer

By _____
President

Vice- President

Secretary

Member

Member

APPENDIX B

MERRILLVILLE COMMUNITY SCHOOL CORPORATION

Teacher Compensation Model
Effective the 2022-2023 school year (Salary Range: \$46,250 - \$80,250)
Base Salary: \$46,250

The Teacher Compensation Model shall consist of three (3) factors used to determine increases in teacher compensation:

1. **Teacher Summative Evaluation**
Teachers who score in the top two categories (Highly Effective or Effective) on the evaluation instrument earn 70% of the increase in teacher compensation.
2. **Experience**
Teachers who had a minimum of 120 paid days during the school year earn 30% of the increase in teacher compensation.
3. **Education**
A teacher that obtains a master's degree in education or in content area as defined by the Indiana Department of Education during a given school year, effective the following school year, shall move to the Masters column, but shall remain in the same row.

Teachers who score in the bottom two categories (Needs Improvement or Ineffective) shall not be eligible to receive any increase in compensation. The amount that would otherwise have been allocated for increases in teacher compensation for teachers rated "Needs Improvement" or "Ineffective" has been allocated for increases in teacher compensation for teachers rated "Effective" or "Highly Effective" based upon the teacher compensation model. This section does not apply to a teacher in the first two (2) full school years that the teacher provides instruction to students in an elementary school or high school.

Effective the 2022-2023 school year, each teacher who satisfies the summative evaluation factor and the experience factor shall receive an increase in base pay of \$3,750.00. This shall be accomplished by increasing the salary of each row by \$3,750.00.

Effective July 1, 2022 a new teacher's base salary shall be as follows:

\$44,000 for Emergency Permit teachers

\$46,250 for certified fully licensed teachers

Emergency Permit teachers that become certified during the school year will have their salary prorated from the time in which they received their certification.

Each school year the Merrillville Community School Corporation and the Merrillville Classroom Teachers Association will negotiate the amount of money available for teacher salaries. This dollar amount will then be used to determine the dollar amount for salary increases.

Effective the **2022-2023** school year, a new teacher's base salary shall be \$46,250. The superintendent shall place a new teacher on the salary schedule in the appropriate education column starting at row A. In the event a new teacher is hired with outside teaching experience, or in a hard to fill teaching assignment, the superintendent may place a new teacher on the salary schedule up

to row F. In the event a new teacher is hired with outside teaching experience, or in a hard to fill teaching assignment, the superintendent with the agreement of the Association, may place a new teacher on the schedule above row F.

APPENDIX C
SALARY SCHEDULE
Effective 2022-2023 School Year

ROWS	BS	MS
A	46,250	47,250
B	47,250	48,250
C	48,250	49,250
D	49,250	50,250
E	50,250	51,250
F	51,250	52,250
G	52,250	53,250
H	53,250	54,250
I	54,250	55,250
J	55,250	56,250
K	56,250	57,250
L	57,250	58,250
M	58,250	59,250
N	59,250	60,250
O	60,250	61,250
P	61,250	62,250
Q	62,250	63,250
R	63,250	64,250
S	64,250	65,250
T	65,250	66,250
U	66,250	67,250
V	67,250	68,250
W	68,250	69,250
X	69,250	70,250
Y	70,250	71,250
Z	71,250	72,250
AA	72,250	73,250
BB	73,250	74,250
CC	74,250	75,250
DD	75,250	76,250
EE	76,250	77,250
FF	77,250	78,250
GG	78,250	79,250
HH	79,250	80,250

APPENDIX D
EXTRA DUTIES AND RESPONSIBILITIES PAY SCHEDULE
Index Based on a base salary of \$42,929.70 effective June 30, 2022
Index Based on a base salary of \$44,500.00 effective June 30, 2023

BASKETBALL

Ass't. Varsity Boys Coach	.16
9th Gr. Boys Coach	.10
8th Gr. Boys Coach	.08
7th Gr. Boys Coach	.08
5th/6th Gr. Boys Head Coach	.02
5th/6th Gr. Boys Assistant Coach	.01
Ass't. Girls Coach	.16
9th Gr. Girls Coach	.10
8th Gr. Girls Coach	.08
7th Gr. Girls Coach	.08
5th/6th Gr. Girls Head Coach	.02
5th/6th Gr. Girls Assistant Coach	.01

WRESTLING (BOYS)

Head Coach	.16
Ass't. Varsity Coach	.10
9th Gr. Coach	.08
7th & 8th Gr. Coach	.07

WRESTLING (GIRLS)

Head Coach	.16
Ass't. Varsity Coach	.10
9th Gr. Coach	.08
7th & 8th Gr. Coach	.07

VOLLEYBALL (GIRLS)

Head Coach	.16
Ass't. Varsity Coach	.10
9th Gr. Coach	.08
7th & 8th Gr. Coach	.07
5th/6th Gr. Girls Head Coach	.02
5th/6th Gr. Girls Assistant Coach	.01

VOLLEYBALL (BOYS)

Head Coach	.16
Ass't. Varsity Coach	.10
9th Gr. Coach	.08
7th & 8th Gr. Coach	.07

CHEERLEADER COACHES

Varsity	.16
Assistant Varsity	.10
Freshmen	.08
Middle School	.07
5th/6th Gr. Head Coach	.02
5th/6th Gr. Assistant Coach	.01

SPONSORS

Pro-Start	.12
Student Council, High School	.06
Student Council, High School Assistant	.02

MISCELLANEOUS

Bus Supervision	.05
Webmaster (Year-round)	.03

FACILITIES

Auditorium Director (Year-round)	.16
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APPENDIX E

MEMORANDUM OF UNDERSTANDING

The Merrillville Community School Corporation and the Merrillville Classroom Teachers Association agree that effective the 2009-2010 school year the basic salaries for teachers shall be paid over twenty-six (26) payments. The parties hereby agree that the following teachers shall be grandfathered and shall continue to be eligible to have their basic salaries paid in twenty (20) payments:

James Johnston Jr.

It is understood by the parties that a school employee may not receive compensation prior to the date the employee actually earned the pay. Therefore, the parties acknowledge that a teacher on a twenty payment schedule may have a delay of up to four (4) weeks between the nineteenth (19th) payment and the twentieth (20th) payment in a given school year.

Each of these grandfathered teachers shall continue to receive his/her basic salary over twenty (20) payments until such time that the teacher notifies the Business Office in writing that they wish to change his/her payment election to twenty-six (26) payments.

Date: 09/15/09

Deborah D. Argenta
FOR THE ASSOCIATION

Daniel J. Friel
FOR THE BOARD