

*Mississinewa  
Certified  
Bargaining  
Agreement*

2020-2021

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**CERTIFIED BARGAINING AGREEMENT  
BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
AND  
MISSISSINEWA TEACHERS' ASSOCIATION**

**I. INTRODUCTION**

This is the **fifth** bargaining agreement between the Mississinewa Community School Corporation and the Mississinewa Teachers Association (MTA) under the new Indiana bargaining law of 2010.

The following pages contain the Certified Bargaining Agreement (CBA) negotiated by the MTA and the Mississinewa central office administration for the **2020-21** school year.

**A. Parties**

This Certified Bargaining Agreement (CBA) entered into this **12th day of October 2020** by and between the Board of School Trustees of the Mississinewa School Corporation, hereinafter called the "School Employer" or "Board" and the Mississinewa Teachers' Association, hereinafter called the "Exclusive Representative" or "Association."

It is understood by both parties that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion of force by either party.

**B. Recognition**

The school employer recognizes the Mississinewa Teachers' Association as the exclusive representative of the certificated employees in the following bargaining unit:

The Board recognizes the Mississinewa Teachers Association as the exclusive representative for all full-time, certificated school employees upon employment by the Board, whether on contract or on leave. Such representation shall cover all personnel assigned to newly created positions for which certification is required, subject to review by the IEERB. Such representation shall exclude the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Athletic and Activities Director, and Director of Special Education.

All employees with a regular, emergency or temporary teacher's contract as defined by law in the Mississinewa School Corporation.

The terms of this agreement shall be in full force and effect from **October 12, 2020** through **June 30, 2021** by and between the Mississinewa Board of School Trustees ("Board") and the Mississinewa Teachers' Association ("Association").

## **C. Definitions**

1. "School employer" or "Board" means that the Board of the Mississinewa School Corporation and any person(s) authorized to act for said body in dealing with its employees.
2. "School corporation" means the Mississinewa School Corporation of the County of Grant of the State of Indiana.
3. "Certificated school employees" and "teacher(s)" and "employee(s)" mean the certificated personnel employed by the school employer in the bargaining unit as defined in Item IB of the Agreement.
4. "School employee organization" means any organization which has said certificated school employees as members and one of whose primary purposes is representing said certificated school employees in dealing with the school employer and includes any person or persons authorized to act on behalf of such organizations.
5. "Exclusive representative" or "Association" means the school employee organization which has been certified or recognized as the exclusive representative of said certificated school employees or the person or person duly authorized to act on behalf of such representative.
6. "Year of experience" is defined as having been employed by the school for at least 120 days in the prior school year. A teacher must have been present for 120 days to earn an evaluation rating.
7. "Evaluation rating" refers to the teacher receiving a highly effective, effective, needs improvement or ineffective evaluation rating for the prior year.
8. The term "Superintendent" shall refer to the superintendent or his/her designee.

## **II. SALARY/WAGES**

### **A. Compensation Plan**

1. Salary Range: \$38,000 – \$67,858 (not including current year increases of TRF contributions)
2. General Eligibility for Salary Increase:
  - a. Except as provided in "b" below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
  - b. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.
3. Factors and definitions: Teachers will be eligible for a salary increase based on the following factors with the subsequent weights attributed to each factor:
  - a. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
  - b. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
4. Distribution – amounts to be added to a teacher's base salary
  - a. Evaluation factor - \$450 (75%)
  - b. Experience factor - \$150 (25%)
5. The combination of evaluation factor and experience factor is a maximum salary increase of \$600.

6. If the teacher is required by the school to assume duties outside the school day not otherwise provided for in the regular teaching day, the teacher will be compensated at the professional hourly rate.
7. New Hire Salary Information:
  - a. New hire teachers will start at a salary recommended by the Superintendent and approved by the School Board. The Superintendent's recommendation will factor in the average salary of current Mississinewa teachers with similar years of experience and educational level.
  - b. Any new hire teacher with zero years of experience will have a base salary of \$38,000.00 and no salary will exceed the \$67,858.00 top of the salary range.
8. The Mississinewa School Corporation will pay for all criminal background checks of teachers with at least one year of experience with the Mississinewa Community School Corporation in the previous school year.
9. Redistribution Plan – Any funds otherwise allocated for teachers who were rated “ineffective” or “improvement necessary” will be equally redistributed to all teachers rated “effective” or “highly effective.” The redistribution will be in the form of a stipend that will be paid at the end of the school year.

**B. Co-Curricular and Extra-Curricular Activity Pay Schedule**

<b>Football</b>		
Varsity football - head	\$7,697	
Offensive Coordinator	\$5,200	
Defensive Coordinator	\$5,200	
Reserve coach	\$3,260	
Freshman football - head	\$2,650	
Freshman football - asst.	\$2,060	
8th football	\$1,715	
7th football	\$1,715	
Football Coordinator	\$2,907	
<b>Basketball</b>		
Boys Varsity Basketball	\$7,697	
Boys Assistant Varsity Basketball	\$5,200	
Boys Reserve Basketball	\$3,950	
Boys Freshman Basketball	\$2,630	
Boys 8th Basketball	\$2,355	
Boys Assistant 8th Basketball	\$1,200	
Boys 7th Basketball	\$2,355	
Boys Assistant 7th Basketball	\$1,200	
Boys 6th Basketball	\$1,200	
Boys Basketball Coordinator	\$2,975	
Girls Varsity Basketball	\$7,201	
Girls Assistant Varsity Basketball	\$4,870	
Girls Reserve Basketball	\$3,700	
Girls Freshman Basketball	\$2,455	
Girls 8th Basketball	\$2,355	
Girls Assistant 8th Basketball	\$1,200	
Girls 7th Basketball	\$2,355	
Girls Assistant 7th Basketball	\$1,200	
Girls 6th Basketball	\$1,200	
Girls Basketball Coordinator	\$2,907	
<b>Volleyball</b>		
Girls Varsity Volleyball	\$3,964	
Girls Assistant Varsity Volleyball	\$2,415	
Girls Reserve Volleyball	\$1,885	
Girls 8th Volleyball	\$1,335	
Girls 7th Volleyball	\$1,335	
Girls 6th Volleyball	\$1,000	
Volleyball Coordinator	\$2,907	

<b>Track</b>		
Varsity Track (combined boy/girl)	\$5,408	
Varsity Track Assistant (combined boy/girl)	\$2,500	
Varsity Track Assistant (combined boy/girl)	\$2,500	
Varsity Track Assistant (combined boy/girl)	\$2,500	
Boys Varsity Track	\$3,204	
Boys Assistant Varsity Track	\$1,655	
Boys 8th track	\$1,200	
Boys 7th Track	\$1,200	
Boys 6th Track	\$1,200	
Girls Varsity Track	\$3,204	
Girls Assistant Varsity Track	\$1,655	
Girls 8th Track	\$1,200	
Girls 7th Track	\$1,200	
Girls 6th Track	\$1,200	
<b>Wrestling</b>		
Boys Varsity Wrestling	\$4,000	
Boys Assistant Varsity Wrestling	\$2,000	
Middle School Wrestling	\$1,200	
<b>Cross Country</b>		
Boys Varsity Cross Country	\$2,000	
Girls Varsity Cross Country	\$2,000	
Boys/Girls Combined Varsity	\$3,600	
Middle school Cross Country	\$1,500	
<b>Baseball</b>		
Boys Varsity Baseball	\$4,300	
Boys Assistant Varsity Baseball	\$2,200	
Boys Reserve Baseball	\$1,700	
Middle School Baseball	\$1,200	
<b>Softball</b>		
Girls Varsity Softball	\$4,300	
Girls Assistant Varsity Softball	\$2,200	
Girls Reserve Softball	\$1,700	
Middle School Softball	\$1,200	

<b>Tennis</b>		
Boys Varsity Tennis	\$3,600	
Boys Assistant Varsity Tennis	\$1,500	
Girls Varsity Tennis	\$3,600	
Girls Assistant Varsity Tennis	\$1,500	
Middle School Tennis	\$1,000	
<b>Golf</b>		
Boys Golf	\$3,600	
Girls Golf	\$2,600	
Middle School golf	\$1,000	
<b>Soccer</b>		
Head Coach	\$4,000	
Assistant Coach	\$2,000	
Middle School Soccer	\$1,200	
<b>Cheerleading</b>		
High School Cheerleading	\$3,800	
High School Cheerleading Assistant	\$2,000	
8th Middle School Cheerleading	\$1,300	
7th Middle School Cheerleading	\$1,300	
<b>Publications</b>		
Pow Wow	\$1,916	
Smoke Signal	\$1,156	
Middle School yearbook	\$1,156	
<b>Arts and Music</b>		
Band Coordinator	\$7,862	
Assistant Band Coordinator	\$3,931	
Choir Coordinator	\$6,475	
Elementary Choir	\$1,321	
Elementary Art	\$1,321	
<b>Intramural</b>		
Intramural Director - High School	\$500	per season
Intramural Asst. Director	\$250	per season
Intramural Director - Middle School	\$500	per season
<b>Other</b>		
High School Department Chairpersons	\$600	
Alternative Education	\$600	
Fine/Vocational Arts	\$600	



Business Education	\$600	
Language Arts/Foreign Language	\$600	
Special Education Programs	\$600	
Physical Education/Health	\$600	
Math	\$600	
Science	\$600	
Social Studies	\$600	
<b>Sponsors</b>		
Senior Class	\$600	
Junior Class	\$2,000	
Junior Class Assistant	\$1,100	
Musical-Production Director	\$2,000	per production
Drama Production Director	\$1,500	per production
Thespians Sponsor	\$600	per production
Technical Production Assistant	\$600	per production
Musical-Director of Music	\$600	per production
FCA	\$600	
Student Council	\$1,354	
Middle School Student Council	\$1,255	
Elementary Student Council	\$600	
National Honor Society	\$600	
Middle School Honor Society	\$600	
Language Club Sponsor	\$300	
Language Club Sponsor	\$300	
Art Activities Director (NAHS)	\$1,321	
Assistant Art Activities Director	\$661	
Academic Coordinator of Competition Events	\$400	
Academic Coach of Competition Events	\$600	
Academic/Quiz Bowl	\$1,321	
High School Science Olympiad	\$1,321	
High School Assistant Science Olympiad	\$661	
Middle School Science Olympiad	\$1,321	
Middle School Assistant Science Olympiad	\$661	
High School Trainer	\$4,500	
Summer Weight Program	\$1,751	
Mentor Teacher	\$1,000	
DECA Sponsor	10 days at professional rate*	
DECA Coach	5 days at professional rate*	
ICE Sponsor	10 days at professional rate*	
ICE Coach	5 days at professional rate*	
FFA Sponsor	10 days at professional rate*	
Elementary Classroom Relocation	\$100	
Secondary Building Relocation	\$100	

*\*Any days referenced above are for informational purposes only and were not bargained.*

### **III. WAGE/SALARY-RELATED FRINGE BENEFITS**

#### **A. Leaves**

1. Days Allowed
  - a. Eight (8) days of leave time for personal illness or family illness, without loss of compensation shall be credited annually to each teacher on the first (1<sup>st</sup>) day of his/her employment year.
  - b. Four (4) days of leave time for personal business (PB) without loss of compensation shall be credited annually to each teacher on the first (1<sup>st</sup>) day of his/her employment year.
  - c. Leave days (unless medical documentation is provided) cannot be used to extend holidays, vacations, or any school breaks without prior approval from the Superintendent or his/her designee. Exceptions by the Superintendent will be based on emergencies and extenuating circumstances.
2. All unused leave days will accumulate as sick days to a maximum of 150 days.
3. When an experienced teacher is newly employed in the Mississinewa Community Schools, leave time earned in the previous school corporation will be credited up to 3 days annually (not to exceed 150 days) at the beginning of each year in Mississinewa Community Schools until the accumulated days have been fully credited.
4. A teacher employed for only a portion of the school year will be entitled to a proportionate number of leave days and unused days will be accumulative.
5. Each teacher will be provided two (2) days per year to attend professional conferences or professional meetings without loss of compensation. The unused days will accumulate as sick days. Substitute teachers will be paid by the Board of Education.
6. If the Corporation requests the teacher to attend or to present at a conference, such attendance will not be counted as these Professional Conference Days.
7. Teachers will be entitled to five (5) work days leave with pay and without loss of leave days when a death occurs in the immediate family. Three of the five (5) work days may be reserved for later use to settle estate concerns. Immediate family is interpreted to mean spouse, parent, child, step-parent, step-child, brother/sister, grandparent, grandchild, parent-in-law, sibling-in-law or any other person who is residing with and is financially dependent on the teacher and/or spouse. One day of bereavement leave shall be granted in case of the death of any other relative. Bereavement leave in the amount of one day per year will be granted in the event of the death of a friend.
8. A teacher, when required, will serve on jury duty. The Board shall pay the teacher his/her full salary during such duty. The per diem amount received by the teacher for jury duty will be remitted to the Business Office. Travel, lodging and meal allowance shall be retained by the teacher.

9. **Temporary Disability Leave:** The Board will follow federal and state law regarding a leave of absence. Upon application, and approval by the Board, a temporary disability leave of absence may be granted to teachers of this school corporation on the following basis:
  - a. A leave of absence without pay may be granted to a teacher for a period not to exceed one (1) year for physical or mental disabilities or illness of the teacher. Additional leaves of absence for physical or mental disabilities or illness may be granted with Board approval.
10. Any teacher who is pregnant is entitled to a leave of absence if she notifies the Superintendent or his designee at least thirty (30) days before the date on which she desires to start her leave. She will also notify the Superintendent of the expected length of this leave, including an appropriate document from her physician. In case of a medical emergency, the teacher will be granted a leave immediately upon her request and certification of the emergency from an attending physician.
11. A teacher will be granted a one (1) year leave of absence, without pay, for child care. Said leave shall be requested through the office of the Superintendent at least one month before the leave is to begin.
12. Upon application the Board will grant a teacher an adoption leave of absence without pay for a period not to exceed one (1) year. Additional time may be requested and may be granted if in the written opinion of the attending physician such additional time is needed for proper mental and/or emotional adjustment.
13. The teacher will have unpaid leave according to the federal and state Military Leave Acts.
14. Full credit for military service will be allowed to all veterans who took the oath of allegiance, served in either combat or non-combat units, and were honorably discharged. In no case shall a teacher receive more than the number of years he would have received as a teacher had his career not been delayed or interrupted. The same rules will be followed in case of service in the Red Cross or U.S.O. during a period of hostility.
15. The teacher will have up to sixty (60) days after release from active duty to notify the Board of his intention to return to the system. In the event the veteran's former position is filled and an identical position is not available, then the veteran will be placed in a position for which he is certified until a satisfactory adjustment can be made. If National Guard or Reserve Encampment or a period of active military training should occur during the school year, the teacher required to participate will be granted a temporary leave of absence without loss of time or pay not to exceed fifteen (15) days in one (1) calendar year.
16. A leave of absence, without pay or paid benefits may be granted to a teacher for a period of up to one (1) year for the purpose of study at an accredited college or university.
17. A leave of absence for personal reasons, without pay or paid benefits, may be granted to a teacher for a period of up to one (1) year.
18. A teacher returning from an approved leave of absence of a year or more shall be reemployed and assigned to a position for which certification is held. Consideration will be given to returning the teacher to their original position

19. A teacher returning from extended unpaid leave must notify the School Corporation by April 1<sup>st</sup> of his/her intent concerning return.
20. A teacher on any approved, unpaid leave of absence may choose to continue in the school corporation's group insurance program(s) provided the teacher remits the full, total premium to the school corporation's business office prior to the due date each month.
21. Any leave will not be considered a break in continuous service of the teacher; however, the period of time on leave will not be credited to years of teaching service with the exception of military leave.
22. Teachers returning from leaves of absence will retain full credit for years of teaching service in the school corporation prior to the leave.

## **B. Sick Leave Bank**

**Purpose:** To provide additional sick and accidental benefits beyond normal sick leave for bargaining unit members who are unable to perform their normal duties for medical reasons.

### **Participation**

1. All bargaining unit members are eligible to contribute and will have their contribution automatically deducted from their individual sick leave days unless they choose not to participate.
2. Those choosing not to participate must inform the superintendent in writing within ten (10) days of the beginning of the school year or ratification of this contract if it is later than the beginning of the school year.
3. Newly hired teachers who choose not to participate in the Sick Leave Bank must so inform the superintendent in writing within ten (10) days of signing their first contract.
4. Non-participants are not eligible to receive days from the Bank.
5. Previous non-participants may join the Bank by making any back contributions equal to the number of days they would have contributed had they joined when originally eligible.
6. An employee cannot donate any "leave days" directly to another employee.

### **Contributions**

1. Each participant shall contribute at least one (1) day per year and may contribute up to three (3) days per year. Once the Bank has at least 150 days, no further contributions will be required until the banked days fall below 50.
2. If no assessment has been made in a particular school year and the number of banked days drops below 50 prior to March 15<sup>th</sup>, each participant shall be assessed 1 day.

3. When the Bank has fewer than 50 days, participants shall contribute another day. If at the time a member has no remaining sick leave days, he/she shall be exempt from this assessment until the beginning of the following school year.
4. Once days are in the Bank, they lose all identity and cannot be reclaimed by the contributor.
5. Any days that are granted for use from the Sick Leave Bank, but are not used, shall be returned to the Bank.

### **Administration**

1. The Sick Leave Bank shall be administered by a committee composed of four (4) Bank members appointed by the Association President. The Association President or designee shall chair the committee and vote only in case of a tie. The committee chair shall be responsible for convening the committee to consider applications for Bank days and shall report the decision of the committee to the applicant and the Superintendent.
2. The committee shall develop application guidelines such as how many days may be withdrawn before reapplication is required, develop any application form, reconciliation form, rule on requests, and monitor the size of the Bank. These guidelines shall be shared with the Superintendent.
3. It is understood that the Bank cannot discriminate against any applicant nor can it make illegal decisions.
4. The corporation shall be responsible for maintaining Bank records and shall provide the Association President and committee chair with an account by October 1 of each year and upon request if there has been activity.
5. Both the Superintendent's office and the Sick Leave Bank shall keep records on the number of days in the Sick Leave Bank and of the use of such days by participants. These records shall be reconciled at the end of each academic year.

### **Procedure**

1. An applicant must have exhausted all of his /her sick leave and personal leave days and have had five (5) days of unpaid leave before receiving benefits. In the event of a demonstrated hardship, the applicant may petition the committee to waive all or a portion of the unpaid leave.
2. Application must be in writing on the committee's form and submitted to the Association President with a copy to the Superintendent.
3. Ideally, the application should be made at least ten (10) days before the absence.
4. In cases of emergencies, application should be made as soon as possible.
5. Application may be made by a personal representative if the applicant is unable to do so.

6. A physician's statement indicating the necessity of the leave and a prognosis for a return to work may be required. This information is deemed confidential.
7. A maximum of 25 days per loan shall be allowed.
8. If more days are needed, the applicant must reapply. However, a teacher may not owe more than 25 days to the sick leave bank at any time.
9. No participant who is eligible for long-term disability coverage shall be granted days from the Sick Leave Bank once the applicant is eligible to receive long-term disability payments.
10. If the committee denies a loan, it must state in writing the reason(s) for denial.
11. The applicant may appeal a denial to the MTA Executive Board. The appeal must be in writing and address the denial reasons.
12. The MTA Executive Board will hear the appeal.

### **Repayment**

1. Following return to work and starting immediately for previous borrowers, the borrower shall repay the days at a rate of four (4) days per year until all borrowed days are repaid or he/she retires.
2. The cost of each sick bank day is valued at the professional hourly rate of a beginning teacher.
  - a. If a teacher terminates employment while owing days to the sick bank, then the teacher will be obligated to pay back the school corporation general fund at the daily professional hourly rate (of a beginning teacher) per day.
  - b. The exception to this rule is only for documented cases of terminal illness and/or a permanent disability, which prohibits the teacher from continuing her/his professional teaching duties.
  - c. Payment to the corporation will be automatically deducted from any remaining pay periods and/or from the teacher's severance payments.
3. The committee may waive repayment of the loan in case of death.

### **C. Insurance and Fringe Benefits**

1. The Mississinewa Community School Corporation recognizes the School Employees Benefit Trust (SEBT) and its insurance policies in accordance with the SEBT contract signed by the authorized representatives, which includes an administrative representative and a Teacher representative.

2. Insurance will be available in the following areas:
  - a. Health and Prescription
  - b. Dental
  - c. Vision
  - d. Double indemnity life insurance\*
  - e. Dependent life insurance\*
  - f. Long Term Disability Insurance

*\*Life insurance limits are subject to the reduction schedule of current life insurance carrier.*
3. Effective January 1, 2021, an additional \$32,520 will be provided to teachers for insurance premium support. The \$32,520 will be used to offset the premium increases for 2021. The \$32,520 will be applied to the contribution made by Mississinewa Community Schools for the PPO Network Plan and the two Qualified High Deductible Health Plans (HDHP).
4. If the corporation is required to pay as a condition for continuance of the existing long-term disability plan, a premium based upon full participation in the plan by all full time employees, then all such employees shall belong to the plan.
5. All financial remuneration due a Teacher shall be given to the Teacher's beneficiary in case of death of the Teacher. Such payments will be made within six months following such death to the beneficiary as designated in the Indiana State Teachers Retirement Fund.
6. If a Teacher had received a notification of employment in the Mississinewa Community Schools for the following school year and deems it necessary to submit a resignation, such resignation may be effective the first day of school or first date of employment in another place, whichever comes first.
7. When premium refunds are made by policies on Teacher related policies, such funds shall be separated from other funds and returned to the Teachers on a pro rata basis in accordance with procedures established by the State Board of Accounts.
8. The Board will permit an employee covered by this agreement that severs employment at some point after reaching the age of fifty-five (55) to retain membership in the Corporation's group health plans until such employee is eligible for Medicare and to retain coverage in the corporation's group life and dependent life insurance plans with no age limitation (subject to age reduction schedule of current life insurance carrier). The entire cost of any coverage(s) chosen is the responsibility of the severing employee. Subject to statutory and carrier restrictions spouses will be permitted membership in the above named coverage(s) without contribution toward premiums by the Board.
9. The Mississinewa Teachers Association and the Board of Trustees of the Mississinewa Community School Corporation executed a buy-out of retiree health insurance benefits on August 16, 2004. The buy-out will include all Teachers employed by the Mississinewa Community School Corporation on August 10, 2004. (See Appendix A for details of the buy-out.)

## Retirement

10. Personnel covered by this agreement that have ten (10) or more years of teaching or administrative experience, including at least ten years with the Mississinewa Community School Corporation and at least the age of fifty-five (55), will be eligible for additional compensation upon retiring from Mississinewa Community School Corporation according to the schedule shown below. Personnel must qualify in both columns to be eligible for the benefits.

<b>Yrs. In Profession</b>	<b>Years at Mississinewa</b>	<b>Amount</b>
10	10	1,000
11	10	1,500
12	10	2,000
13	10	2,500
14	10	3,000
15	10	3,500
16	10	4,000
17	10	4,500
18	10	5,000
19	10	5,500
20	10	6,000
21	11	6,500
22	12	7,000
23	13	7,500
24	14	8,000
25	15	8,500
26	16	9,000
27	17	9,500
28	18	10,000
29	19	11,000
30	20	12,000

*Years of service for this benefit will be determined using the criteria used by the Indiana Teacher's Retirement Fund.*

11. Personnel retiring from the School Corporation should notify the Board of School Trustees through the Superintendent in writing of their intent to do so by July 1 of the calendar year prior to the school year of intended retirement. If this is impossible due to unforeseen circumstances, the employee shall be given every consideration for payment of benefits; however, late notification may result in benefit payments being delayed until the next budget year.
12. In the event an employee dies prior to retirement, payment of an additional compensation due under the above provisions shall be made to one of the following parties, prioritized in order of applicability; (a.) Named beneficiary, (b.) Surviving spouse, (c.) The deceased's estate.



13. Payments for this additional compensation will be made in one lump sum amount, except in those instances where the retiring employee also receives early severance benefit payments. In that event, retirement benefits will be paid in equal annual amounts during the period the employee receives early severance benefit payments from the Corporation. Up to \$2,000.00 will be paid in time for the payment to be credited toward the employee's state retirement benefits. Any benefit payment due beyond the \$2,000.00 will be paid in a lump sum annual payment by January 5 of the calendar year following retirement from the School Corporation.

### **Early Severance**

14. Personnel covered by this agreement that have been a Teacher or an administrator with the Mississinewa Community School Corporation at least ten of the most recent twelve years, and are eligible for reduced Social Security benefits as of July 1, 1999, will receive annual payments of 24% of the base salary of the teachers' Salary and Wage Schedule in effect during the last school year which the severing employee worked (see exception noted in #23). Such benefit will be paid in annual installments until the severing employee is eligible for full Social Security Benefits.
15. Personnel covered by this agreement that have been a teacher or an administrator with the Mississinewa Community School Corporation at least ten of the most recent twelve years and are not eligible for reduced Social Security benefits as of July 1, 1999, will be eligible for early severance compensation upon reaching the age of at least fifty-five (55) and severing employment from the Corporation. Such severing personnel will receive up to five annual payments of 31% of the base salary on the teachers' Salary and Wage Schedule in effect during the last school year that the severing employee worked (see exception noted in 18.9.3). The number of annual installment payments received will be determined by the number of years the severing employee has to reach eligibility for full Social Security benefits, but in no case will the number of payments be greater than five.
16. Each of the annual payments made as a result of #14 and #15 will be non-elective contributions to a 403(b) Plan made by the Mississinewa Community School Corporation for the benefit of each eligible employee.
17. The age of the severing employee will be such employee's age as of the first contractual day of the school year following the employee's most recently completed contract. Any employee wishing to sever employment after the first contract day of a school year and prior to the end of that school year may do so with the approval of the Superintendent and the Board of School trustees.
18. Personnel desiring to receive the benefits of this plan shall notify the Board of School Trustees through the Superintendent in writing by January 1 of the year employment is to be severed.

19. Payments for this benefit (see #16) will be made by the Corporation in one lump sum by December 31 of the calendar year following the year employment is severed.
20. The Early Severance provisions will not be applicable to personnel hired after June 30, 1999.

#### **401(a) and 403(b) Plans**

21. The Board agrees to establish and maintain a qualified 401(a) Annuity Plan and to maintain a 403(b) Annuity Plan for all personnel covered by this agreement. The 403(b) Plan will include provisions for pre-tax salary reduction contributions, which will be matched by equal Board contributions to the 401(a) Plan to a maximum of .5% of the employee's salary per the Salary and Wage Schedule. Compensation paid for extra duties and responsibilities are excluded from this calculation. Contributions to the 401(a) Plan will begin with the 1999-2000 contract year and continue each year as long as this provision is a part of the agreement. The Board contribution to the 401(a) Plan will increase .5% each year until the maximum matching level of 2.0% is reached.
22. The purpose of establishing this provision in the contract is to phase out the Early Severance provisions. For those employees that participate in the 401(a) Plan, the Early Severance provisions will remain in effect until such time as the employee receives a return from the 401(a) Plan (Board contributions plus accrued earnings) that is greater than the amount he would receive under the Early Severance provisions. For purposes of this calculation, the employee's 401(a) account is valued as of the date the last employer contribution is made (See exception in #23). In the event an employee's 401(a) Plan account experiences a loss due to market fluctuations, the Board's responsibility under the Early Severance provisions shall be the amount which the employee would have received under those provisions less the amount contributed by the Board to the employee's 401(a) Plan account.
23. Employees that choose not to participate in this matching plan forfeit the benefit of the amount that would have been deposited by the Corporation in their 401(a) accounts. The principal that would have been deposited in the employees' 401(a) accounts will be deducted from the early severance benefits.
24. Personnel will be 100% vested in the 401(a) Plan immediately upon participation therein.
25. The 401(a) Plan shall be subject to all applicable Internal Revenue Service regulations, have no contract initiation fees charged to the employees, and have no administrative or plan document charges to the Board.

26. As a result of the buy-out of the retiree health insurance benefits executed by the Mississinewa Teachers Association and the Board of Trustees of the Mississinewa Community School Corporation on August 16, 2004, the Corporation will contribute 1% of the employee's salary per the Salary and Wage Schedule into a qualified VEBA, in addition to the contributions described in #21. Compensation paid for extra duties is excluded from this calculation. Said contributions will begin with the 2004-2005 contract year and continue each year as long as the provision is a part of the agreement. Employees will not be required to make matching contributions to a 403(b) Plan to receive this contribution.
27. Vendor selection for the 401(a) and 403(b) plans shall be by mutual agreement.

**MISSISSINewa COMMUNITY SCHOOLS  
BUY-OUT OF RETIREE HEALTH INSURANCE BENEFITS  
APPENDIX A**

**A. Determination of the Buy-Out**

Educational Services Company, Indianapolis, Indiana, (ESC) performed actuarial studies to establish the Corporation's unfunded liability pertaining to retiree health insurance benefits, as established by Section 14.6 of the contract executed originally on October 19, 1998, and amended on April 24, 2003.

ESC performed studies to determine the present value of the benefits noted in the preceding paragraph using the following assumptions:

1. The assumed interest rate is 4% for the first two (2) years of the plan and 7.5% each year thereafter.
2. While employees are eligible for early severance at age fifty-five (55), according to section 15.9.2, ESC's study assumes that an employee severs employment at the age of fifty-eight (58), as determined by section 15.9.4 of the contract. However, if an employee continues employment after reaching age fifty-eight (58), the employee continues to receive benefits delineated in this contract and remains eligible to share in any reallocated funds.
3. Projected annual contributions for affected employees that currently participate in the Corporation's group health plan are \$7,000 from age fifty-eight (58) through eligibility for Medicare, age sixty-five (65).
4. Projected annual contributions for affected employees that currently do not participate in the Corporation's group health plan from age fifty-eight (58) through eligibility for Medicare, age sixty-five (65), are as follows:

a. 0 – 10 years of service	\$1,000
b. 11 – 15 years of service	\$2,000
c. 16 or more years of service, or age 40 by 9-1-04	\$3,500
5. Mortality assumptions used the Uninsured Pensioner Mortality Table of 1994.
6. The annual termination rate assumption was 1.70%.

Employees that are enrolled in the Corporation's group health plan for the plan year that begins October 1, 2004, will be considered participants for the purposes of determining buy-out benefits.

Each affected employee will be provided with a confirmation statement to verify the accuracy of the applicable underlying information to be used in the present value calculations

Using the applicable assumptions, ESC will determine the present value calculations for each affected employee and the contributions described hereinafter will be made.

## **B. Distribution of Buy-Out Contributions**

The Corporation will contribute the amounts calculated in "A" above to a voluntary employees' beneficiary association (VEBA). Said contributions will be made from bond sale proceeds, which must be sold no later than December 31, 2004.

The amount calculated for each employee will be placed in a separate account. There will be no commingling of the accounts and each employee may choose from the investment options provided by the VEBA vendor.

The employee will have no access to the assets of his VEBA account until he has satisfied the eligibility requirement of being at least age fifty-five (55) at the time of severing employment.

If an employee severs employment prior to reaching age fifty-five (55), the severed employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at September 1 each year to the remaining separate VEBA accounts, provided the amount to be reallocated from current and/or prior years is at least \$5,000. Reallocations will be done in a manner similar to that used by ESC when present value calculations were initially determined. VEBA accounts of the following employees will not share in any reallocations of forfeited amounts:

1. Employees who forfeited their VEBA accounts in the same year.
2. Employees who forfeited their VEBA accounts in a prior year.
3. Employees who severed employment in the same year after reaching the age of fifty-five (55).
4. Employees who severed employment in a prior year after reaching the age of fifty-five (55).

After retiring and satisfying applicable requirements, individuals may use the amounts held in their respective VEBA accounts to pay health insurance premiums, to be reimbursed for unreimbursed medical expenses of the employee, spouse, and dependents, as permitted by applicable regulations. Furthermore, following the death of an employee who had reached the age of fifty-five (55), 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. At no time may the VEBA make loans to an employee, a spouse, or dependents.

The school corporation will not receive any compensation for services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA accounts and any related investment fees shall be paid from the VEBA assets.

**MISSISSINEWA COMMUNITY SCHOOLS  
403(b) PROGRAM ATTRIBUTES  
APPENDIX B**

- Eligibility
- Exclude employees who work less than average 15 hours per week
- Contributions
- Employer Contributions
  - Permissible
- Employee Contributions
  - Enrollment Biannual
  - Frequency of Contribution changes made semi-annually
  - Transference of employee contributions to vendor by the 15<sup>th</sup> business day of the month following end of the month in which the funds were withheld
  - Establish a minimum employee annual contribution of \$200
- Limitations on Amounts Deferred
- Age 50 catch-up Elective Deferral Contributions are permissible
- Catch-up Limitation for employees with 15 years of service is permissible
- Roth Contributions are permissible
- Loans are not permissible
- Rollovers, Exchanges and Transfers
- Rollovers into the plan are permissible
- Transfers into the plan are permissible
- Transfers out of the plan are permissible
- Exchanges are permissible
- Exchanges may occur between those organizations listed on Appendix 1 and any other organizations listed in Appendix 2 that offer annuity contracts and/or custodial accounts that satisfy the requirements of Section 403(b) of the Code and execute the information sharing agreement compliance requirements.
- In-service withdrawals at age 59 ½ are permissible
- Financial hardship withdrawals are permissible
- Plan Administration
- By the employer

## V. CBA TERM & RATIFICATION

This Agreement shall be effective on **October 12, 2020** and shall continue in full force and effect through **June 30, 2021**.

The parties agree that each party had opportunity to discuss all bargainable issues during the bargaining leading to this Agreement and no additional bargaining on said issues will be conducted on any item, whether contained herein or not, during the life of this agreement, unless the parties, by supplemental written agreement hereto, agree to conduct additional bargaining on said issues.

This Agreement is made and entered into at 424 East South A Street, Gas City, Indiana 46933 on the **12th day of October 2020** by and between the Board of School Trustees of the Mississinewa School Corporation, heretofore called the "School Employer" or "Board" and the Mississinewa Teachers' Association, heretofore called the "Exclusive Representative" or "Association."

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

**Board of School Trustees of the  
Mississinewa School Corporation**

**Mississinewa Teachers' Association**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent of Schools