
Agreement
between
The Governing Board
of the
Southside Special Services
of
Marion County
and
The Southside Special Services
Education Association
July 1, 2024- June 30, 2025

PREAMBLE

This agreement is made and entered into this day, October 28, 2024 by and between the Governing Board of the Southside Special Services of Marion County ("SSSMC" or "Board") and the Southside Special Services Education Association (SSSEA).

ARTICLE I RECOGNITION

SSSMC recognizes the rights guaranteed to certificated employees by law and hereby recognizes the SSSEA as the exclusive representative of all certificated employees as defined under Ind. Code § 20-29-2-4 under a valid Regular or Temporary Teacher's Contract ("certificated employees") with SSSMC, but excluding all Central Office Administrators.

ARTICLE II ABSENCE AND LEAVE POLICY

Section 1 - Leave Days Granted Annually

- A. Each certificated employee shall be granted fifteen (15) paid leave days per year. Any new hire shall use one (1) of his/her paid leave days for the purpose of becoming a member of the Catastrophic Illness and Injury Leave Bank as set forth in Article II, Section 3.
- B. Paid leave should be requested in advance whenever possible. Paid leave will be taken in full or half days only.
- C. If not scheduled in advance, no more than 3 consecutive paid leave days are permitted without providing medical documentation, and non-FMLA paid leave usage is generally limited to fifteen (15) paid leave days per year. If, in the judgment of the Director and the Association President, the total number of absences negatively impacts student programming, the Director and Association President may require that the teacher amend or not take their paid leave days.
- D. A certificated employee may not use paid leave days for the purpose of extending the break or for personal convenience, immediately before or after an extended school break, i.e. Fall, Winter, Spring, or Summer; unless authorized by the Executive Director. This provision includes non-urgent medical appointments.

- E. Any unused paid leave days shall be rolled over into the certificated employee's accumulated paid leave days at the end of each school year. Additional paid leave days will be granted at the discretion of the Board or as required by state law.
- F. A certificated employee who is pregnant may use any available paid leave days for any medically-related absences during pregnancy.
- G. A certificated employee who accepts less than a full-time position and a new hire that is less than a full-time certificated employee will receive pro-rata paid leave days.
- H. A certificated employee may use, from his/her available accumulated paid leave days, a maximum of ten (10) days per year as family illness days. All requests for such leave must be in writing and the certificated employee must specify his/her relationship to the family member for whom the family illness day is being requested and given to their supervisor. Family members for whom these days may be taken include any individual living within the household of the certificated employee. Also included are certificated employee's spouse/domestic partner; child; father; mother; daughter-in-law; son-in-law; father-in-law; mother-in-law; sibling; brother-in-law (certificated employee's spouse's sibling or certificated employee's sibling's spouse); sister-in-law (certificated employee's spouse's sibling or certificated employee's sibling's spouse); grandparent; and grandchild, living within or outside the household of the certificated employee.

Such leave will be granted without loss of compensation. Certificated employee may, if needed, make a request to the Executive Director of SSSMC for additional family illness leave days, which shall, if granted, also be deducted from the certificated employee's available accumulated paid leave days.

Section 2 - Sick Leave Transfer from Other School Corporations:

Certificated employees who have accumulated sick leave in another Indiana school corporation and who are transferring into the SSSMC for the first time can request to transfer all of that accumulated sick leave to SSSMC. Accumulated sick leave transferred into SSSMC will be made available at the rate of three (3) days per year until all days are transferred. If there is a medical necessity for all paid leave days to be transferred, the Director will consult with the Association President before determining whether to transfer some or all the days immediately.

Section 3 -Paid Leave Reinstatement:

A certificated employee who has previously been employed with the SSSMC and is rehired shall have paid leave previously accumulated in the SSSMC fully reinstated, on his/her first day of service.

Section 4. Catastrophic Illness and Injury Leave Bank

A. Membership

A Catastrophic Illness and Injury Leave Bank will be established by the SSSEA for all eligible certificated employees who voluntarily contribute one (1) paid leave day to the bank.

B. Guidelines

1. The voluntary Catastrophic Illness and Injury Leave Bank (Bank) permits a certificated employee who has donated one paid leave day to the bank (Member) who is absent from assigned duties due to catastrophic personal illness, unforeseen surgery or debilitating injury and who has utilized all paid leave, and all other paid leave benefits of whatever nature, to petition for leave days from the Bank under the following conditions: A Member must make his/her contribution of a paid leave day within the later of first thirty (30) days of the school year, the first thirty (30) days of employment, or within the first thirty (30) days following the ratification of this Agreement.
2. It is the intent of the Bank to build a reserve of leave days equal to 3 times the number of members in the Bank. This reserve will be built over a minimum time of 3 years. After this time, should the Bank determine that sufficient days exist no annual contributions will be solicited from current Bank members.
3. If the reserve of days becomes depleted in the course of a school year, additional contributions may be requested from all Members.
4. If a Member fails to make an additional contribution when requested, his/her membership shall end, his/her contribution will be forfeited, and access to the Bank shall be terminated.
5. If the Member is currently accessing the Bank at the time an additional contribution is requested, he/she shall contribute an additional day at the beginning of the next school year. This contribution shall be made even if the Member determines that they no longer wish to participate in the Bank and shall be in addition to any other voluntary contribution.

0. Any certificated employee who is granted days from the Bank shall repay those days at a rate of two (2) days per year until all Bank days are repaid. If the Member was using days from the Bank at the time an additional contribution was requested, that day shall also be contributed. These repayment days shall be automatically deducted at the time any leave days are credited to the Member by SSSMC. Should a Member sever employment and not have fully repaid Bank days, the Member shall forfeit any paid leave days necessary to repay the Bank.
1. The SSSEA shall maintain appropriate records of all Bank contributions, requests, determinations and appropriate dates.
2. Contributions to the Bank, use of days by a Member and all other relevant information shall be communicated to the Director of the SSSMC or his/her designee in a timely manner. A copy of all Bank records shall be provided to the Director of the SSSMC.
3. Only those certificated employees who voluntarily contribute to the Bank may request and receive benefits.
4. Unused days in the Bank will be carried forward into the next school year.
5. Bank days may be accessed and allocated only after the Member's own paid leaves days are exhausted.
6. Benefits from the Bank can only be used for the certificated employee's personal catastrophic illness, unforeseen surgery or debilitating injury which is anticipated to extend beyond five (5) work days. After an absence of five (5) or more consecutive, uncompensated work days for the same catastrophic illness, unforeseen surgery or injury, the Member may apply to receive a maximum of thirty (30) days from the Bank.
7. Where appropriate, FMLA leave will be charged concurrently with use of Bank days.
8. Bank days shall only be used for the absence of the Member and shall accumulate only for the overall Bank and not as part of an individual member's leave allotment.
9. Members may access the Bank only one time during any one school year. Once a Member becomes eligible for benefits under the long-term disability (LTD) plan, all Bank benefits and use of awarded Bank days end.

C. Catastrophic Illness and Injury Bank Committee

1. The Catastrophic Illness and Injury Bank shall be administered by a Committee consisting of the President of the SSSEA or his/her designee, and two Members of the Bank elected by fellow Members.
2. The member requesting days from the Bank shall make the request in writing to the President of the SSSEA. An application for Bank days must be received by the President of the SSSEA ten (10) days prior to the anticipated use of the Bank for any prearranged absence and no more than ten (10) days after the use of the leave days if not prearranged. In the event the Member is incapacitated, the application for Bank days may be submitted by the certificated employee's designated representative.
3. All requests to the Bank must be accompanied by a physician's signed statement confirming the catastrophic illness, unforeseen surgery, or injury, dates of service, and anticipated return to work date.
4. The Committee shall decide within five (5) school days of a properly submitted request. The Committee shall notify the Member in writing at the earliest possible time following a determination. Benefits will be paid only if the Committee decides in its discretion the applicant is entitled to them.
5. The Committee shall maintain the right to modify or change a determination in the event additional information becomes known or available.
6. No more than thirty (30) Bank days will be granted in response to one application.
7. The Committee may consider requests for single or partial days for scheduled ongoing medical treatment related to a catastrophic illness, unforeseen surgery, or injury. Additional medical documents including the reasons necessitating the scheduling of such treatment during the work day will be required.

D. Appeals Committee

1. All decisions of the Committee may be appealed to the Appeals Committee which shall consist of the Committee and two additional Members of the Bank one of whom shall be appointed by the President of the SSSEA and one of who shall be appointed by the Executive Director of SSSMC.
2. The decision of the appeals committee shall be conclusive and final. All certificated employees and Members specifically acknowledge the finality

of the Appeals Committee's decision for all purposes including, without limitation, that it shall not be grieved under this Negotiated Agreement.

E. Members Agreement and Indemnifications

1. In consideration of the benefits of participating in the Bank, each applicant for membership in the Bank and for leave days from the Bank shall, as a condition of such application, agree in writing substantially as follows:

"I specifically acknowledge and agree that the granting of leave days from the Catastrophic Leave and Illness Bank shall be at the sole discretion of the Bank Committee or, in the event of an appeal, the Appeals Committee, and that all decisions of the Catastrophic Leave and Illness committee or the Appeals Committee will be final and binding. I further agree to abide by such decisions and to indemnify and hold harmless the SSSEA, SSSMC, the Catastrophic Illness and Injury Bank, the Appeals Committee, and all of their representatives and agents for any loss, costs, expenses, and/or damages they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning the application."

2. When a Member donates paid leave days to the Bank, he/she agrees to the published rules for administration of the Bank and agrees to abide by the published rules.
3. The SSSEA agrees to indemnify and hold harmless SSSMC for any and all claims, losses, costs, expenses, damages, or legal proceedings brought as a result of administration of the Bank.

Section 5 - Bereavement Leave:

Bereavement leave will be granted without loss of compensation and will not be charged against the certificated employee's paid leave days. Bereavement leave days do not accumulate from year to year.

Bereavement leave shall be granted for death in the certificated employee's immediate family beginning on the day of death and for a period not to exceed five (5) work days taken within 30 days of the date of death. This leave will become in effect upon ratification of the agreement. Immediate family in this section is interpreted to mean the certificated employee's spouse/domestic partner, child, grandchild, parent, grandparent, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent by marriage, aunt (relative or by marriage), uncle (relative or by marriage), niece (relative or by marriage), nephew (relative or by marriage), cousin (relative or by marriage), step-parent, step-child and a relative or legal dependent living with the certificated employee. Bereavement leave for the death of a relative by marriage beyond those listed above, including the certificated employee's children's grandparents, shall be

granted not to exceed two (2) days.

Section 6-Personal Injury While Employed

In the event a certificated employee is required to be absent due to an injury sustained as a result of an assault and/or battery in the course of employment, which is determined to be compensable under Indiana workers' compensation laws, while a certificated employee is properly discharging his/her duties, the certificated employee shall receive the difference between his/her daily amount (certificated employee's daily rate) paid through workers' compensation and the certificated employee's daily rate for a period up to one hundred eighty-three (183)* contract days of absence. The absence caused by an assault and/or battery, for a period up to one hundred eighty-three (183)* school days described above, shall not be charged against the certificated employee's paid leave. The Board may require an independent medical or psychological examination at the Board's expense if there is a question as to the condition of the certificated employee at any time. A certificated employee must comply with Indiana's workers' compensation reporting provisions in order to receive the benefits enumerated under workers' compensation.

*The number shall be adjusted accordingly with any change in the length of the school year for any certificated employee.

Section 7 Child-rearing/Adoption Leave and Benefit:

Child-rearing/Adoption Leave and benefits will be defined as follows:

- A. Child-rearing/Adoption Leave utilizes the certificated employee's available paid leave days.
- B. Child-rearing/Adoption Leave commences the day following the birth or placement of the certificated employee's child and continues for six (6) weeks. During this 6-week period, the certificated employee may use up to thirty (30) available paid leave days and/or utilize the 10-day paid Child-rearing/Adoption Leave benefit described in paragraph C below. Any changes to the commencement date must be approved by the Executive Director of SSSMC upon submitting a formal written request.
- C. The Child-rearing/Adoption benefit consists of ten (10) consecutive paid days, which shall not be charged against a certificated employee's available

paid leave. This benefit must be used by the certificated employee during the 6-week period described in paragraph B above.

- . If the certificated employee is medically disabled, as verified by a physician's statement, and exhausts the leave and benefit outlined in this Section, the certificated employee may use more of her available paid leave days to cover the time period of the disability.
- A. Uncompensated Child-rearing/Adoption Leave may continue for up to one (1) year following the birth of the certificated employee's child. The certificated employee granted such a leave shall have the right to apply to maintain, at employee's sole expense (paying the full premium), existing insurance in which the certificated employee was enrolled at the time of the request. * A certificated employee on uncompensated leave is required to return within one (1) year following the birth of the child.
- B. The certificated employee granted such a leave will be returned to the same assignment or one which is comparable and equal in benefits as determined by the administration.

*If a certificated employee applies and qualifies for FMLA leave, the SSSMC will maintain its premium contribution to insurance plans during the 12-week FMLA period.

Section 8 - Paid Attendance in Conferences of Local, State, and National Organizations

- A. The Board encourages certificated employees to participate actively in local, state, and national organizations by providing arrangements for a certificated employee to attend the meetings of such professional organizations if the certificated employee has membership in the organization which sponsors the meeting. It will be the final prerogative of the Executive Director of SSSMC or his/her designee to determine who will be eligible to attend and/or be reimbursed for state and national meetings.
- B. Requests for permission to attend professional meetings must be made on the SSSMC Professional Development Request Form.

ARTICLE III

PROFESSIONAL GRIEVANCE PROCEDURE

Article III GRIEVANCE PROCEDURE

Section 1--Purpose:

- A. The purpose of this grievance procedure is to secure equitable solutions at the lowest possible administrative level or at the earliest possible stage of a violation or claimed misapplication of a specific Article, Section, or Appendix of this Agreement. Both parties agree that personal information revealed through these procedures shall be kept confidential at each level of the procedure.
- B. Nothing contained herein shall be construed as limiting the right of any certificated employee having a grievance to discuss the problem with the Director or any appropriate member of the administrative team without recourse to the formal grievance procedure.

Section 2 - Definitions:

- A. A "grievance" is a claim submitted by an aggrieved certificated employee or the Association, reporting an alleged violation or claimed misinterpretation of a specific Article, Section, or Appendix of this Agreement.
- B. The "Grievance Report" form, used in the formal grievance procedures can be found in Appendix of this Agreement.
- C. A "grievant" shall be defined as a certificated employee or the Association making a claim by filing a grievance.
- D. A "day" when used in this Article shall mean a certificated employee's working day as that is defined in the school calendar. During the summer recess, the term "day" shall mean weekday (Monday through Friday) except legal holidays. The number of days indicated at each level

shall be considered as maximum, and every effort shall be made to expedite the process.

Section 3 - Time Provisions Relating to the Grievance Procedure:

- A. A grievance arising prior to the effective date of this Agreement or after the termination date of this Agreement shall not be processed.
- B. If a grievance is filed so that sufficient time cannot be provided for all steps of the procedure before the last day of the school term before this Agreement is ended, the grievance shall be resolved under the terms of this Agreement and this Article and not under any succeeding Agreement.
- C. A grievance must be processed within the time limits set forth in the grievance procedures unless the time limits are extended by written agreement signed by authorized representatives of both parties.
- D. If there is a failure at any step to communicate the decision on a grievance within the specified time limit, the grievant shall then have the right to appeal to the next step of the procedure.

Section 4 - General Provisions Relating to the Grievance Procedure:

- A. No reprisal of any kind shall be taken by or against any participant by reason of participation in the grievance procedure.
- B. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant.
- C. A grievant, at his/her request, may be accompanied by a representative of the Association at all steps in the grievance procedure.
- D. A grievant may present a grievance through the Association; the Association, as exclusive representative, may have a representative present at all steps in the formal grievance procedure.
- E. No grievant, witness, or representative of the grievant who is employed by the corporation shall incur loss of salary as a direct result of participation in the grievance procedure.
- F. All formal grievances and the decisions shall be in writing.
- G. All written grievances and appeals of grievances must be signed by the grievant.

- H. All decisions rendered must be signed by the administrator making the decision.
- I. The formal grievance procedures shall be used only one (1) time for each grievance. Once a decision has been rendered, the grievant, if dissatisfied, may not engage the procedures a second time.

Section 5 - Grievance Procedure:

A. Informal Grievance Procedure

- 1. An individual certificated employee may present his/her grievance to the employer and have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement.
- 2. Before submitting a written grievance, the grievant shall attempt to resolve the grievance informally by contacting the Director or his/her designee within twenty (20) working days of the time that the grievant knew, or reasonably should have known, of the grievance. The grievant and the person so contacted shall discuss the alleged grievance at a mutually acceptable time and place.
- 3. Within ten (10) working days after the oral presentation of the grievance, the person so contacted shall orally answer the grievant.

B. Formal Grievance Procedure - Step One

- 1. If resolution is not achieved through discussion with the Director or his/her designee, a formal written grievance may be presented. The Grievance Report must be received by the Director within ten (10) working days following the act or oral response cited in Article VII, Section 7, Subsection A, Item 3 of this Agreement.
 - a. The Grievance Report Form shall name the grievant(s) involved, shall state the specific facts giving rise to the grievance, shall identify by appropriate reference all provisions of the Agreement alleged to be violated, and shall indicate the specific relief requested.
 - b. If the Grievance Report Form is not filed with the Director within ten (10) working days following the oral response, the grievance shall be deemed resolved.
- 2. Within ten (10) working days of the receipt of the written grievance, the Director may meet with the grievant (and a representative if requested by

the grievant to be present) to resolve the grievance. The Director shall give his/her answer in writing within ten (10) working days following such meeting with the grievant; otherwise, the written answer shall be presented ten (10) working days after receipt of the written grievance in the event no meeting was held.

C. Formal Grievance Procedure - Step Two

1. If the grievance is not resolved in Step One, the grievant may, within ten (10) working days of receipt of the Director's written answer in Step One, appeal to the Executive Director by filing the grievance and the Principal's answer along with any written response by the grievant with the Executive Director or his/her designee.

If the written grievance is not filed with the Executive Director or his/her designee within ten (10) working days following the Director's response in Step One, the grievance shall be deemed waived and shall not thereafter be processed.

2. Within ten (10) working days of receipt of the written grievance, the Executive Director or his/her designee shall meet with the grievant (and a representative if requested by the grievant to be present) to resolve the grievance. The Executive Director or his/her designee shall give his/her answer in writing to the grievant within ten (10) working days of such meeting; otherwise, the written answer shall be presented ten (10) working days after receipt of the written grievance in the event no meeting was held.

D. Formal Grievance Procedure - Step Three

1. If the decision received in Step Two is not acceptable to the grievant, the grievant shall submit, within ten (10) working days after receipt of the written decision from Step Two, a letter requesting a review by the Governing Board. A letter to the Governing Board requesting review shall include a copy of the grievance and a written explanation, specifically stating the grievant's position and reasons for the grievance, and the Executive Director's answer from Step Two.

Upon receipt of the above-mentioned materials, the Governing Board may request additional written materials from the grievant or Executive Director and shall schedule a conference with the grievant. This conference may be waived by the grievant when filing for review.

2. Within thirty (30) days after receipt of grievance, the Governing Board shall issue a written decision.

ARTICLE IV

SALARY, DEFERRED COMPENSATION, AND INSURANCE BENEFITS

Section 1 - Salary

1. The Salary Range for SSSMC certificated employee is \$52,500-\$85,271 not including TRF contributions and prior to any increases negotiated under this agreement.
2. New Hire Salary:
 - a. The salary for certificated employees hired after the beginning of a school year may be at a level that maintains the bimonthly salary at the same level as a similarly-experienced and educated effective or highly effective teacher who has been employed for the entire school year.
 - b. Equivalent teaching service during a July 1 to June 30 period exclusive of summer school in any of the following shall be recognized as the equivalent of teaching service in the employ of the board:
 - i. Teaching service in a public or private elementary or secondary school accredited by the Indiana State Board of Education or the equivalent government agency in another state;
 - ii. Teacher service in an elementary or secondary school maintained or funded by the United States Government; Teaching service in a college or university accredited by a nationally recognized accrediting association; for a teacher to receive credit for a semester of teaching, they must have taught a minimum of twelve (12) semester hours per semester.
 - c. Upon ratification of the contract a newly hired teacher with a "transition to teach" license will be given credit for service at one year of teaching credit for two years of applicable service, up to a total maximum of sixteen (16) years of service. Thus experience as an Applied Behavior Analyst, a Registered Behavior Therapist, or work as management or behavior specialist in an accredited residential facility, or similar professional employment with children with behavior, learning, or mental health diagnoses would result in the new hire being given years of service credit. For example, a "transition to teach" teacher with sixteen (16) years of professional mental health experience would be given credit for eight (8) year of experience on the Hire in Salary Schedule. The new hire would be placed at the matching educational level as well per the Hire in Salary Schedule. A new hire employed following ratification must submit relevant experience/education within 30 days of hire in order for these credentials to be considered in the salary calculation for that school year. A new hire employed prior to the ratification date must submit relevant experience/education within 30 days of ratification in order for the credentials to be considered in the salary calculation for this year..

Basic Salary for New Teachers Hired for the School Year/Hire in Salary Schedule:

Bachelor's		Master's	
0	\$ 52,500.00	0	\$ 53,500.00
1	\$ 53,100.00	1	\$ 54,300.00
2	\$ 53,700.00	2	\$ 55,100.00
3	\$ 54,300.00	3	\$ 55,900.00
4	\$ 54,950.00	4	\$ 56,900.00
5	\$ 55,600.00	5	\$ 57,500.00
6	\$ 56,350.00	6	\$ 58,300.00
7	\$ 57,000.00	7	\$ 59,100.00
8	\$ 58,500.00	8	\$ 60,400.00
9	\$ 59,500.00	9	\$ 62,100.00
10	\$ 60,250.00	10	\$ 63,800.00
11	\$ 61,500.00	11	\$ 65,500.00
12	\$ 62,750.00	12	\$ 67,200.00
13	\$ 64,000.00	13	\$ 68,900.00
14	\$ 65,250.00	14	\$ 70,600.00
15	\$ 66,500.00	15	\$ 72,300.00
16	\$ 67,950.00	16	\$ 74,000.00

2024 - 2025 Hire in Schedule

3. Eligibility for Salary Increase:

- a. Newly hired certificated employees whose salary is below the minimum of \$52,500 will have their salary adjusted to meet the minimum, and if applicable, newly hired certificated employees who earned an effective or highly effective evaluation from 120 days of employment from another school employer during the previous school year will be eligible for any salary increase their first year of SSSMC employment. Newly hired certificated employees who cannot provide documentation of an effective or highly effective evaluation and documentation of 120 days of employment for the previous school year will not be eligible for a pay raise.
- b. Certificated employees who did not receive an evaluation for a particular school year due to an extended leave remain eligible for a salary increase the following year if the certificated employee's prior year evaluation was effective or highly effective.
- c. No certificated employee rated needs improvement or ineffective will receive any salary adjustment. The amount that would otherwise have been allocated for the salary increase of certificated employees rated ineffective or improvement necessary

shall be re-allocated equally as a one-time stipend to all certificated employees rated effective and highly effective.

4. Factors for and Amount of Base Salary Increase

The total available increase is \$3,250 and is based on the following factors:

- a. *Academic Needs of Students* - Defined as the need to retain teachers important to the School Employer. This factor will result in an increase of \$1,500 for all eligible teachers.
- b. *Evaluation*- earning of an effective or highly effective evaluation will in an additional salary increase of \$1,750 per eligible teacher.

5. Stipends:

- a. In addition to the base salary increase, certificated employees who are continuously employed from September 27, 2024 until May 30, 2025 will receive a one-time stipend. The stipend will be based on the average daily census of students from non-member districts. Each enrolled non-member student will represent \$60 in stipend for each teacher eligible for the stipend. Fractions in the average daily census of non-member district students will be rounded to the nearest whole number for the stipend computation. Teachers who are absent more than 15 days will not receive the stipend. Leave days as defined in Section II, Articles 5, 6, 7, and 8 as well as leave outlined in state or federal law are not included in computing the 15 days of absence. Those stipend funds forfeited will be shared evenly with the teachers who retain eligibility.

6. Regularly scheduled certificated employee contract pay will be distributed in 24 installments through direct deposit.

7. Certificated employees who have submitted their retirement and who have maintained a paid leave day balance will receive the current substitute Instructional Assistant daily rate compensation for each paid leave day to a maximum payout of 50 days bonus in their last paycheck prior to retirement.

8. Extra Duty Stipends will be provided to the following positions based on the index based off starting base pay salary of \$52,500 in the following amounts:

ECA Position	Index
Behavior Education Department Chair —Primary	0.07
Behavior Education Department Chair — Secondary	0.07
Lifeskills Department Chair- Academic	0.07
MOVE/Therapy/Specials Department Chair	0.07
Lifeskills Department Chair—Functional and Transition	0.07
Athletic Director	0.047
Basketball Coach	0.03
Spirit/Social Coach	0.03
Track Coach	0.03
Community Coordinator	0.03
Autism Specialist	0.03

Section 2 - Ancillary Duty Pay

Certificated employees who are asked by SSSMC Administration to provide afterschool, ESY, or other HRA instruction beyond the regular work day/regular teaching duties or who are asked by SSSMC Administration to participate in professional development beyond the regular work day shall be compensated at a rate of \$ 35/hour.

Section 3 - Extended Contract Days

Payment for extended contract days will be made at the certificated employee's daily rate.

Section 4 - Deferred Compensation Plans

The term "deferred compensation plans" refers to a 401(a) plan, 403(b) plan, 457 plan, and post-retirement health reimbursement arrangement ("HRA") as allowed by the Internal Revenue Service and sponsored and administered by SSSMC.

- A. The certificated employee will be fully vested upon completion of five (5) years of employment with SSSMC and shall have access to the benefits of each plan in which the certificated employee participated upon reaching the age of fifty-five (55) years and retirement.
- B. Board contributions to the 401(a) and HRA for each certificated employee for 2024-2025 shall be as follows:

401 a

Certificated employees after Sick Day Leave Buy Out	.056X Base
Certificated employees after Sick Day Leave Buy Out	.010 X Base

Section 5 - General Insurance Provisions

All certificated employees who are teaching at least 30 hours per week under a valid Regular or Temporary Certificated Employee's Contract are entitled to the insurance premium contribution(s) outlined in Article IV of this Agreement. The contributions will be immediately discontinued when a certificated employee dies or is terminated from employment for any reason. Early retirees are entitled to continue to participate as provided in this Agreement and plan documents.

A. Insurance Termination

Termination

Where an eligible certificated employee works through the end of a school year before separating from employment, insurance coverage can remain in effect until the September 30th following the separation from employment if the certificated employee applies and pays premium timely. If a certificated employee leaves employment during the school year, coverage will terminate the last day of the calendar month in which the covered certificated employee separates from employment, whether the separation is voluntary, involuntary, or the result of the death of the certificated employee. Any premium paid for a period in which coverage has ceased will be returned to the certificated employee.

B. Health Coverage for Retirees

Retired certificated employees under age 65 (and their dependents) are provided with health coverage in accordance with Indiana law. If both of the following conditions are met:

1. The Retiree is a participant in the health plan as of the date of the retirement.
2. The employee is eligible to retire under Indiana's PRF or TRF.

Coverage for a retired certificated employee will terminate upon the first instance of any of the following conditions:

1. The date the certificated employee becomes eligible for Medicare.
2. The date on which a required contribution is not made.
3. The date on which SSSMC no longer offers a plan.
4. The date coverage would otherwise cease under the termination provisions of the plan.
5. The date termination is requested by the certificated employee.
6. The death of the retired certificated employee.

C. Insurance Coverage Effective Date

Coverage for eligible new certificated employees shall be effective on the first day of the month following 30 days of employment as long as the application form and premium is received within the first 30 days of employment.

- D. During a period of approved, uncompensated leave and when allowed under the insurance contract, eligible certificated employees may apply to continue insurance coverage under the group insurance plans for up to 12 weeks.
- E. Spousal carve-out, dependent coverage, and open enrollment provisions will be in accordance with the health plan document. A certificated employee may only change plans in accordance with the health plan document.

F. Group Insurance Premium Contributions

Following the options as outlined below, the Board will pay yearly premiums for group health insurance, dental insurance, and term life insurance for eligible

certificated employees. This insurance will consist of the coverages and rates offered by the Hoosier School Benefit Trust (HSBT). The insurance will be offered in accordance with the guidelines established by the plan documents.

Certificated employees who accept less than a full-time position (working less than 30 hours per week) and new hires who are less than full-time certificated employees (working less than 30 hours per week) will receive a pro-rata premium contribution.

1. A certificated employee may choose employee, family, employee-spouse, or employee-child (ren) coverage under any of the health plan options.
2. The Board will pay the following premium amounts for any health plan option:

Family	18,120
Spouse	15,432
Child	13,896
Single	7,008

SSSMC will make Health Savings Account contributions on behalf of eligible certificated employees up to the amount of \$1500 for single coverage and up to \$2000 for all other coverage types for those certificated employees who participate in Plans 4 or 5.

*Certificated employees may make voluntary contributions to their HSA accounts in accordance with IRS regulations. A certificated employee is responsible for communicating with Human Resources if, for IRS compliance or other reasonable purposes, the certificated employee requires the contribution be lower than the full amounts listed in this paragraph.

0. The Board will pay the following premium amounts for either the Core or the Enhanced dental plan options:

Family	1,075
Spouse	780
Child	661
Single	395

3. The Board will pay 100% minus \$1 in premiums for employee-only vision coverage. Eligible dependents can apply to be added at the certificated employee's premium expense.
4. The Board will pay 100% minus \$1 for the group term life insurance.
5. Any teacher wishing to participate in the long-term disability insurance program must pay for premium through payroll deductions. A teacher's per-pay premium will be based on the teacher's annual salary multiplied by 0.2238 divided over 24 payrolls.
6. The Board will pay 100% minus \$1 for long-term care insurance for employees hired before July 1, 2019. The school district will pay the premium for each individual teacher plan as of June 1, 2019. The school district will pay for the first premium

increase, which occurs after June 1, 2019 for eligible teachers. Any premium increase after the initial increase will be paid by the teacher. The teacher may continue coverage into retirement at his/her own expense at the then current vendor rate through the employer.

Section 6 - ISTRF Contribution

The Board shall contribute 3% of the certificated employee's gross wages to the Indiana State Certificated Employees' Retirement Fund (TRF).

Section 7 - Generation I and II Flexible Benefit Program Plans:

The Generation I and II Flexible Benefit Program Plans are intended to qualify and offer benefits as "cafeteria plans" within the meaning of Section 125 of the Internal Revenue Code and any other applicable provision of law.

Section 8 - Employee Tax-Sheltered Contributions:

The Board will offer certificated employees an opportunity to make voluntary payroll deductions for the 403(b) and 457 plans. Those certificated employees who wish to participate in such a program must enroll with one of the vendors/service providers approved by the Board and the Association.

Section 9 - Mileage

Certificated employees will be reimbursed at the IRS' mileage reimbursement rate.

ARTICLE V

RETIREMENT, SEVERANCE, AND DEATH BENEFITS

Section 1 - General Retirement Guidelines:

- A. Retirement may begin either at the beginning of a school year or at the beginning of the second semester. The Board may waive this stipulation. In the year of retirement, the certificated employee must be at least fifty-five (55) years of age before the beginning of the next school year. A certificated employee who desires to retire at the end of the first semester must be at least fifty-five (55) years of age before the date of the beginning of the second semester.
- B. In the case of disability retirement approved by the TRF, the Board may waive the age fifty-five (55) requirement as outlined in Article IX, Section 1, Subsection B.
- C. A certificated employee applying for retirement must submit to Human Resources his/her letter of retirement by April 1 of the year of retirement. The Board may waive this stipulation for reasons of unforeseen health conditions or other emergencies.

Section 2 - Retirement and Severance Benefits:

- A. Employees eligible and electing to retire will have their severance benefits deposited into a 401(a) plan, the service provider/record keeper for which will be mutually selected by the Board and the Association.

- B. Board contributions to the 401(a) and HRA for each employee for 2024-2025 shall be as follows:

401a

Certificated employees after Sick Leave Day Buy Out	.056X Base
Certificated employees after Sick Leave Day Buy Out	.01 X Base

Section 3 - Health Reimbursement Arrangement (HRA)

- A. Any changes to the HRA administrator will be determined by mutual agreement between the Board and the Association. Any changes to any plan documents will also be determined by mutual agreement.

- B. Board contributions to the HRA for each eligible certificated employee for 2024-2025 shall be 1% of each certificated employee's base salary.

C. HRA Vesting and Access:

1. The certificated employee will be fully vested upon completion of five HRA(5) years of employment with SSSMC and shall have the ability to apply for the benefits of the plan upon reaching the age of fifty-five (55) years and retirement.

2. Eligible retirees can request reimbursement for qualified medical expenses incurred following retirement. In accordance with the Internal Revenue Code and any other applicable regulations, the retired certificated employee may be reimbursed from the HRA funds for health insurance premiums, amounts not covered under another health plan, and/or any other qualified medical expense allowed under the current plan document and IRS guidance.

3. The retired certificated employee may be reimbursed from his/her HRA funds to purchase health *insurance through SSSMC's plan provider [s] at the then current group health plan* rate(s), provided the retired certificated employee pays one hundred percent (100%) of the premium for each health plan chosen.

ARTICLE VI
TERM OF AGREEMENT, RATIFICATION, AND ATTESTATION

THIS AGREEMENT shall be effective as of July 1, 2024, and shall continue in full force and effect until June 30, 2025.

THIS AGREEMENT was ratified by the Governing Board of the SSSMC on November 15, 2024.

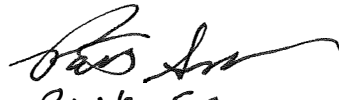
The undersigned attest to the following:

1. A public hearing was held in compliance with Indiana Code 20-29-6-1 on September 17, 2024.
2. A public meeting in compliance with Indiana Code 20-29-6-19 was held on November 8, 2024 to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

THIS AGREEMENT is so attested to by the parties whose signatures appear below:

SSSMC

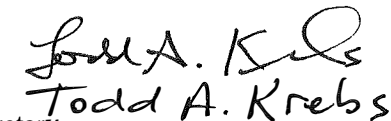
By: 
President

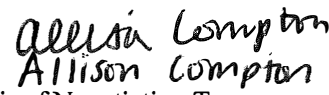
By: 
Secretary

By: 
Executive Director
Chair of Negotiating Team

SSSEA

By: 
President

By: 
Secretary

By: 
Chair of Negotiating Team

APPENDIX A

GRIEVANCE REPORT

STEP NUMBER:

Name of Grievant:

Assignment: _____

Date Filed:

A Report the date the grievance occurred: _____

B. _____ Identify
the Article and Section of the Agreement alleged violated: ____

C. State the facts substantiating the grievance: _____

D. Describe the relief requested: _____

Date: _____ Grievant's Signature: _____

E. Disposition of grievance: _____

Date: _____ Principal's Signature: _____
Executive Director's (or designee's) Signature: _____

F. Response of grievant with regard to disposition of grievance (E): _____

Date: _____ Grievant's Signature: _____

*A completed copy of this Grievance Report Form (GRF) must be attached to the
GRF

for each sequential step of the formal grievance procedure

APPENDIX B
CATASTROPHIC ILLNESS AND INJURY FORMS

JOINING/CONTINUING THE CATASTROPHIC ILLNESS AND INJURY LEAVE BANK
("Leave Bank")

A Catastrophic Illness and Injury Leave Bank has been established by the Southside Special Services Education Association per the Agreement with the Governing Board of the Southside Special Services of Marion County, for all eligible employees of the bargaining unit who voluntarily contribute one (1) paid leave day to the bank. Certificated employee (member) must make his/her contribution within the first thirty (30) days of their employment or within the first thirty (30) days following the ratification of this Agreement.

Name: _____

Employee No: _____

Work Location: _____

Please check one:

☐ I wish to participate/continue participating in the Leave Bank by donating one (1) paid leave day during the School Year - ____

☐ I do not wish to participate in the Leave Bank

SIGNATURE: _____

DATE:

Southside Special Services Education
Association CATASTROPHIC ILLNESS AND INJURY
LEAVE BANK REQUEST FORM

NAME

FIRST

MID

DLE

ADDRESS

STREET

CITY/STATE

ZIP

EMPLOYEE NO. HOME PHONE

SCHOOL/DEPARTMENT SCHOOL PHONE

REQUEST

DATE ACCUMULATED LEAVE EXPIRED

NUMBER OF DAYS REQUESTED FROM BANK (30 DAY MAXIMUM)

ATTENDING PHYSICIAN

PHYSICIAN'S STATEMENT ATTACHED: YES NO

COMMENTS

SIGNATURE

DATE

APPROVAL

(TO BE COMPLETED BY SSSEA COMMITTEE)

REQUEST APPROVED: YES NO NUMBER OF DAYS APPROVED

EFFECTIVE DATE: FROM TO

COMMENTS

SIGNATURE OF CHAIRPERSON

DATE

CC: APPLICANT

Southside Special Services Education Association LEAVE
BANK PHYSICIAN'S STATEMENT

TO BE COMPLETED BY PATIENT

NAME _____
LAST FIRST MIDDLE

ADDRESS _____
STREET CITY/STATE
ZIP

EMPLOYEE NO. HOME PHONE _____

AUTHORIZATION TO RELEASE INFORMATION: I hereby authorize the undersigned physician to release any information required in the course of my examination or treatment to the Trustees of the Leave Bank.

SIGNATURE

D

ATE TO BE COMPLETED BY PHYSICIAN

Brief description of illness (Layman's language please)

If still disabled, date patient should return to work _____

Patient was under my care and unable to work from:

to: _____

Physician's Name (Print) _____

Office Phone No. _____

Address

STREET CITY/STATE ZIP

SIGNATURE

DATE

PLEASE RETURN TO PATIENT FOR SUBMISSION WITH PAID LEAVE

REQUEST FORM

